

# COUNCIL MEETING AGENDA

**Casper City Council**  
**City Hall, Council Chambers**  
**Tuesday, June 21, 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@casperwv.gov](mailto:CouncilComments@casperwv.gov).**

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE JUNE 7, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON JUNE 16, 2022

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4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. RESOLUTION

A. Non-Consent

1. Executing a **Warranty Deed with the Natrona County School District** to Transfer a Portion of Highland Park, Including Existing Tennis Courts, from the City of Casper to the Natrona County School District.

7. PUBLIC HEARINGS

A. Resolution

1. **Amending the Current Budget** for the Fiscal Year Ending June 30, 2022 – Third Amendment to the Original Adopted Budget.
2. Making Appropriations of Fund to Cover **Expenditures of the City of Casper, Wyoming, for the Fiscal Year of July 1, 2022 to June 30, 2023.**

B. Ordinance

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

C. Minute Action

1. Considering the Application for New **Special Malt Beverage Permit** No. 1 for HA Baseball, LLC, dba **Casper Horseheads Baseball Club**, located at 330 Kati Lane.
2. Considering the Application for New **Bar & Grill License** No. 13 for Childs, Corp., dba **La Cocina Mexican Restaurant**, located at 4110 Centennial Hills Blvd.

8. SECOND READING ORDINANCE

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

1. Communications from Persons Present

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9. THIRD 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
- 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. Approving the Vacation and Replat of Tract A, and Lots 8-37 in the Wolf Creek Nine Addition, to Create the **Greystone at Wolf Creek Subdivision**.
  - 2. Authorizing a Contract between the City of Casper and HDR Engineering, Inc., for the **Western Gateway Corridor Enhancement Study: Phase 1**.
  - 3. Authorizing an Amendment to the **Telecommunications Right-of-Way Use Agreement** between **Advanced Communications Technology, Inc.** (dba Range), and the City of Casper.
  - 4. Authorizing an Agreement with **Synergy Painting, LLC**, for the **Solid Waste Buildings Painting** Project No. 21-047.
  - 5. Authorizing an Agreement with **Crown Construction, LLC**, for the **Highland Park Storm Sewer Replacement - 12th to Farnum**, Project No. 21-069.
  - 6. Authorizing a Contract for Professional Services with **Peak Engineering Technologies**, for Construction Oversight & Project Administration, for Construction of Lined Landfill Cell 5 and Leachate Collection System Enclosures at the **Casper Regional Landfill**.

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10. RESOLUTIONS (continued)

A. Consent

7. Authorizing Change Order No. 1 to the Agreement with **SWI, LLC** for the **Solid Waste Entrance Gate**, Project No. 21-046.
8. Authorizing Change Order No. 2 with **Modern Electric, Co.** for a Price Increase and Time Extension as Part of the **CPU Generator Replacements Project**.
9. Authorizing a **Temporary Construction Easement with Lannie Fladeland** for the Paradise Valley to Robertson Road Trail, Project No. 19-074.
10. Authorizing Submission of an Application to the Wyoming Department of Transportation for the **Fiscal Year 2023 Transportation Alternatives Program** Funding for the **Wyoming Boulevard Sidepath - Phase I**.
11. Authorizing Submission of an Application to the Wyoming Department of Transportation for the **Fiscal Year 2023 Transportation Alternatives Program** Funding for the **Wyoming Boulevard Sidepath - Phase II**.
12. Authorizing Amendment No. 3 to the Existing Professional Services Agreement with **Thyssenkrupp Elevator (TKE) Corporation** to Add **Casper Business Center** to Elevator Maintenance Agreement.
13. Authorizing an Agreement with **Crown Construction, LLC**, for the **2022 Storm Sewer Upgrades - 1st Street Bridge to BNSF Bridge**, Project No. 22-029.
14. Authorizing the **Levying of 8 Mills Property Tax** by the Natrona County Assessor on Behalf of the City of Casper.
15. Authorizing an Agreement with **Melgaard Construction Company, Inc.** for the **Casper Regional Landfill Cell 5** Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.
16. Authorizing an Agreement with **Northwest Linings and Geotextile Products, Inc.**, for the **Casper Regional Landfill Cell 5** Construction, Geosynthetics, Project No. 21-012.
17. Approving the **City of Casper's Title VI Program** as Required by the Department of Transportation for Federal Transportation Assistance and Authorized by the Civil Rights Act of 1964, 42 U.S.C. § 2000d Et Seq.
18. Authorizing Acceptance of a **Grant from the North Platte River Foundation**.

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## 11. MINUTE ACTION

### A. Consent

1. Authorizing the Discharge of \$276,178.21 of **Uncollectible Accounts Receivable Balances**.
2. Authorizing the Purchase of One (1) **New Mid-Size Police Interceptor Utility Vehicle** in the Total Amount of \$47,009.00 for Use by the **Casper Police Department**.
3. Authorizing the Purchase of One (1) **New Light Duty Pickup Truck**, Crew Cab, Short Bed 4x4 in the Total Amount of \$36,842, Before Trade, for Use by the Athletics Division of the **Parks, Recreation, & Public Facilities Department**.
4. Authorizing the Purchase of One (1) **New One-Ton Pickup Truck**, Extended Cab with Service Body and Crane in the Total Amount of \$93,026, Before Trade, for Use by the Sanitary Sewer/Stormwater Division of the **Public Services Department**.
5. Rejecting All Bids Received for the Paradise Valley to Robertson Road Trail, Project No. 19-074

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

## 13. ADJOURN INTO EXECUTIVE SESSION – LITIGATION

## 14. ADJOURNMENT OF REGULAR COUNCIL MEETING

### Upcoming Council Meetings

#### **Regular Council Meetings**

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

6:00 p.m. Tuesday, July 19, 2022 – Council Chambers

#### **Work Sessions**

4:30 p.m. Tuesday, June 28, 2022 – Council Meeting Room

4:30 p.m. Tuesday, July 12, 2022 – Council Meeting Room

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#### ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
June 7, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, June 7, 2022. Present: Councilmembers Cathey, Knell, Johnson, Gamroth, Engebretsen, Pollock and Mayor Pacheco. Absent: Councilmember Sutherland and Vice Mayor Freel.

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

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3. REGULAR MEETING MINUTES

Moved by Councilmember Pollock seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the May 17, 2022 regular Council meeting, as published in the Casper Star Tribune on May 29, 2022. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Johnson seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the May 17, 2022 Executive Session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Knell, seconded by Councilmember Johnson, to, by minute action, approve payment of the June 7, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills &amp; Claims 06/07/22</u>		
3DSpclts	Services	18,227.67
6HGroup	Goods	2,524.65
71Const	Goods	223,347.71
AAALndscpng	Services	445.00
ABYMnfctrng	Goods	401.00
AceHrdwr	Goods	668.01
ActnGlass	Services	170.00
AhrnRntls	Services	262.50
Airgas	Goods	1,554.02
AllCrtrsVtrnry	Services	1,012.05
AllncComm	Goods	2,363.33
AllncElctrc	Services	195.00
Alsco	Services	2,683.92
AMBI	Services	142.47

AmrcnEqpmnt	Goods	2,140.50
Amrgs	Goods	806.56
AmrTech	Services	12,245.28
AmndsnAssoc	Services	35,681.00
ARSFlood	Services	10,684.79
AT&T	Services	17,645.19
AtIntcElctrc	Services	14,096.32
Atlas	Goods	9,157.27
BWilliams	Reimb	150.00
BrgrnEllngsn	Goods	1,578.00
BntzTwnPmp	Goods	28.74
BlkHillsEnrgy	Utilities	28,408.03
BlkmnPrpn	Goods	1,129.54
Caselle	Services	75.00
CsprAreaCnvntn	Services	27.00
CsprElctrc	Services	10,000.00
CsprNCHealth	Services	143,750.61
CsprStrTrb	Services	5,572.07
CsprTinShop	Services	379.29
CsprTire	Services	3,300.50
CntryLnk	Utilities	5,261.62
ChpmnVldz&Lnsng	Services	2,014.94
CtyCspr	Services	550,616.41
CivicPlus	Goods	193.20
CivilEngnrng	Services	3,434.25
CMITeco	Services	88,895.13
CoastlChmcl	Goods	151.05
CocaCola	Services	24.75
ClctnCntr	Services	89.86
CommTech	Services	14,171.25
CmprsnLeasng	Services	385.00
Cmtrnx	Goods	1,302.24
Cnvrgn	Goods	3,934.14
Core&Main	Goods	4,339.11
CPU	Goods	3,443.43
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	9,000.00

DBauer	Reimb	254.06
DSaban	Reimb	93.45
DSnyder	Refund	26.68
DLodenConst	Goods	89,024.50
DDDExtrs	Refund	447.88
DckrAuto	Services	922.48
Dell	Goods	69,747.65
DenaliWtrSltns	Services	75,620.00
Diebold	Services	682.34
DooleyOil	Goods	3,292.44
DPCIndstrs	Goods	10,477.17
EAKInc	Services	30.00
EdgEngnrng	Services	230.27
EmrgncyMdcl	Services	600.00
Empco	Services	1,710.00
EnrgyLabs	Services	2,227.00
FrgsnEnt	Goods	22,623.66
FIB	Goods	8,080.41
GMiller	Reimb	114.00
Galls	Goods	156.19
GallesGrnhs	Refund	312.00
GeosyntcCnsltnts	Services	6,552.18
GloblSpctrm	Services	20,000.00
GoodYrTire	Services	919.25
Grngr	Goods	2,905.88
GrrrMotr	Goods	27,418.09
GrouseMtnEnviro	Goods	5,500.00
GWMchncl	Goods	3,516.00
HSonnesyn	Reimb	1,796.99
HDREngnrng	Services	7,240.54
HilltopNatlBnk	Goods	120.00
Hollnd&Hart	Services	364.00
Homax	Goods	104,130.95
Hose&RubrSply	Goods	13.80
HydroOptmztn	Services	2,700.00
IME	Services	222.00
JBrooks	Services	937.50

JCallison	Reimb	150.00
JLee	Reimb	52.21
JWatson	Reimb	150.00
JacksTrck&Trlr	Services	1,528.24
JohnsnVtrnry	Services	802.16
JstcClrngs	Services	1,995.00
KAdams	Reimb	1,540.80
KCWY-TV	Services	700.00
KeenanSply	Goods	36,238.29
Kinsco	Goods	1,378.42
KnfRvr	Services	1,772.91
Kone	Services	459.15
KubwtrRes	Goods	13,303.48
LHolladay	Refund	79.36
L&RLndry	Goods	20,497.00
LNCrts&Sons	Goods	2,740.00
LairdPlstcs	Services	12,799.26
Lisa'sSpcNSpn	Services	330.00
LongBldgTech	Services	1,375.00
MBrattis	Reimb	161.65
MHuss	Reimb	440.11
MasekDstrbtng	Goods	10,900.00
Militaur	Goods	605.00
MLAuto	Services	87.00
MdrnElctrc	Services	55,526.00
MonsnJntrlSrvc	Services	6,556.36
Motn&FlowCntrl	Goods	1,302.99
MtnStLitho	Services	342.27
MunicplTrtmnt	Goods	5,250.00
NGassman	Reimb	783.58
NCSO	Services	114,721.06
NCCnsrvtnDstrct	Funding	40,000.00
Norco	Goods	2,051.65
NrthrnLights	Services	12,250.00
NWstContr	Goods	179.04
OccamVideoSltns	Services	1,995.00
OrgnlWtrmen	Services	2,390.59

OvrHeadDr	Services	205.58
PacificHide&Fur	Goods	453.87
PCNStrtgs	Goods	204.98
PwrEquip	Goods	80,252.00
Pwrphn	Services	6,187.50
PstlPros	Services	16,681.00
RLadd	Reimb	97.00
RBKCnstrctn	Refund	16.62
RadarShop	Services	208.85
RandyDay	Services	1,320.00
RapidFirePrctctn	Services	1,765.00
Rexel	Services	3,083.27
Ricoh	Services	525.13
RckyMtnAirSltns	Goods	8,384.73
RckyMtnPwr	Utilities	148,448.93
RckyMtnAnimalHsptl	Services	381.63
RootrSwr	Services	4,934.43
ScottEnvrnmntlSrves	Services	1,880.00
SrvproOfCspr	Services	9,580.55
SeaWstrn	Goods	3,832.10
Simplot	Goods	1,910.00
SklttnKeyTctcl	Services	6,000.00
SmthPsych	Services	700.00
SftFall	Goods	5,587.50
SpidrTech	Services	28,695.40
StOfWyo	Services	34,592.44
Stwrt&Stvnnsn	Services	14,896.09
SonnysRV	Refund	104.19
SummitElectrc	Services	1,521.62
TGilbert	Reimb	90.43
TGlaser	Reimb	128.50
TheWash	Services	27.63
ThomeVtrnrnHsptl	Services	3,289.07
TLCCleaning	Services	650.00
TopOffc	Goods	120.00
TrnsUnionRsk	Services	256.40
TriStTrk&Eqpmnt	Services	4,497.17

Trihydro	Services	12,679.92
Unifirms2Gear	Goods	910.29
VeoliaEsTech	Services	13,354.54
VrznWrsls	Services	4,043.79
VRC	Services	82.62
WyneColemnConst	Services	422,917.20
WLCEngrng	Services	34,472.45
WWCEngrng	Services	4,483.50
WilliamsPorterDay	Services	1,050.00
WyoAsscOfRiskMngmnt	Goods	2,848.00
Wyo1stAid	Goods	173.19
WyoLowVltge	Goods	705.00
WyoMchnry	Services	127.38
WyoPeaceOfficersAsse	Services	300.00
WyoSteel&Rcyclng	Goods	2,970.90
ZonrSystms	Services	25,308.00
Total		2,980,610.73

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council were: Leon Hall, 321 E 12<sup>th</sup> St., regarding sidewalk impediments.

7.A.1. ESTABLISH PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action establish June 21, 2022, as the public hearing date for the consideration of:

- a. Adopting the Fiscal Year 2022 Budget Amendment #3.
- b. Adopting the Fiscal Year 2022 to 2023 Budget
- c. Authorizing a new Special Malt Beverage Permit No. 1 for HA Baseball, LLC, dba Casper Horseheads Baseball Club, located at 220 Kati Lane.
- d. Authorizing a 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.

Councilmember Pollock abstained from items 7.A.1.c and 7.A.1.d. and Councilmember Engebretsen abstained from 7.A.1.e. Motion passed.

8. PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Sections



of Chapter 10.36 - Parking, 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 20, 2022. City Manager Napier provided a brief report.

There were no citizens speaking in support of the ordinance amendments.

Speaking in opposition were: Chad Lore, 732 W 15<sup>th</sup> St; Bruce Dengele, 1617 S Poplar St; Dave Thomas, 1631 S Poplar St; Bart Humphreys, 744 W 15<sup>th</sup> St; Patrick Moore, 810 W 15<sup>th</sup> St; and Mike Pyatt. Several Councilmembers asked clarifying questions regarding the opposing arguments.

There being no other citizens to speak for or against amending the parking ordinance, the public hearing was closed.

Following ordinance read:

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.

Councilmember Knell presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pollock.

Council discussed the fees associated with parkway parking as well as the necessity of a process to permit parkway parking. They discussed changing the fees to just one annual fee of \$25. They thanked citizens for their public engagement in the ordinance amendment process. Council directed staff to add the parkway parking fee resolution to next week's work session agenda. Council voted on the ordinance, on first reading. Motion passed.

9.A. ORDINANCE— SECOND READING

Following ordinance read:

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

Councilmember Pollock presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Knell.

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

9.B. ORDINANCE— SECOND READING

Following ordinance read:

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

Councilmember Engebretsen presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Pollock.

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

9.C. ORDINANCE— SECOND READING

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 Pollock presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Gamroth.

There were no citizens to speak regarding the ordinance, and no discussion or amendments. Councilmember Engebretsen abstained from voting. Motion passed.

9.D. ORDINANCE— SECOND READING

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 Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Johnson.

There were no citizens to speak regarding the ordinance, and no discussion or amendments. Councilmember Engebretsen abstained from voting. Motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

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.

RESOLUTION NO. 22-85

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION INC., FOR THE 2<sup>ND</sup> AND LINCOLN PAVING IMPROVEMENT, PROJECT NO. 21-053.

RESOLUTION NO. 22-86

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE IMPROVEMENT CONTRACT WITH WYOMING SPIRITS, INC. AND CADOMA FOUNDATION FOR THE 2<sup>ND</sup> AND LINCOLN PAVING IMPROVEMENTS.

RESOLUTION NO. 22-87

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE SOLID WASTE EXIT SCALE, PROJECT NO. 21-048.

RESOLUTION NO. 22-88

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH FIRST INTERSTATE BANK FOR INVESTMENT MANAGEMENT SERVICES.

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.

RESOLUTION NO. 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 FIFTEEN-YEAR PERIOD, FOR THE PURCHASE AND TRANSFER OF 36.16 ACRES OF CHARLES E. PIERSALL

CHAPTER’S REAL PROPERTY, STRUCTURES, AND IMPROVEMENTS.

RESOLUTION NO. 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.

RESOLUTION NO. 22-92

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH HA BASEBALL, LLC, DBA CASPER HORSEHEADS FOR USE OF THE MIKE LANSING CONCESSION STAND.

RESOLUTION NO. 22-93

A RESOLUTION AUTHORIZING ACCEPTANCE OF DONATIONS AND GRANTS TO RESTORE AND REVITALIZE “THE FOUNTAIN HEAD,” A ROBERT RUSSIN SCULPTURE AND AUTHORIZING EXECUTION OF A WYOMING COMMUNITY FOUNDATION FISCAL AGENT AGREEMENT.

RESOLUTION NO. 22-94

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CITY OF CASPER AND THE CASPER SKEET CLUB.

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

11.A. MINUTE ACTION– CONSENT

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

1. Appoint Cole Montgomery to fill an open position to the Casper Natrona County Travel and Tourism Board;
2. 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; and
3. Authorize the inclusion of Fiscal Year 2022-2023 Summary Proposed Budget into the minutes of the June 7, 2022 Regular Council Meeting.

**Summary 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

Councilmember Pollock abstained from item 11.A.2. Motion passed.

13. INTRODUCTION OF MEASURES AND PROPOSALS

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

15. ADJOURNMENT

At 8:04 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Johnson, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

# City of Casper - Bills and Claims for June 21, 2022

## 0970 CED

0970 CED	Buildings & Structures Fund	Repair supplies for Fire 6 - CED	\$130.15
0970 CED	Buildings & Structures Fund	Repair supplies for Fire 2 - CED	\$180.00
0970 CED	Buildings & Structures Fund	Lighting supplies for Fire 2 - CED	\$1,260.00
<i>0970 CED - Total For Buildings &amp; Structures Fund</i>			<i>\$1,570.15</i>
0970 CED	Traffic Control	LED bulbs for North Casper luminaires	\$230.14
0970 CED	Traffic Control	Light bulbs for Traffic shop	\$293.75
0970 CED	Traffic Control	Light bulbs for Traffic shop	\$293.75
<i>0970 CED - Total For Traffic Control</i>			<i>\$817.64</i>
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$2,387.79</b>

## 19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	City Manager	Lunch meeting	\$36.41
<i>19TH HOLE RESTAURANT - Total For City Manager</i>			<i>\$36.41</i>
<b>19TH HOLE RESTAURANT - ALL DEPARTMENTS</b>			<b>\$36.41</b>

## 2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Parks Maint.	Valve for Veterans Park	\$133.00
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$133.00</i>
2530 - CPS DSTRBTRS	WWTP Operations	GAS COMPRESSORS FLOW REGULATORS	\$88.35
<i>2530 - CPS DSTRBTRS - Total For WWTP Operations</i>			<i>\$88.35</i>
<b>2530 - CPS DSTRBTRS - ALL DEPARTMENTS</b>			<b>\$221.35</b>

## 292 DESIGN GROUP INC

292 DESIGN GROUP INC	Ice Arena - Operations	Casper Wyoming Ice Rink Expans	\$6,000.00
<i>292 DESIGN GROUP INC - Total For Ice Arena - Operations</i>			<i>\$6,000.00</i>
<b>292 DESIGN GROUP INC - ALL DEPARTMENTS</b>			<b>\$6,000.00</b>

## 307 JANITORIAL LLC

307 JANITORIAL LLC	Buildings & Structures Fund	Janitorial service	\$6,025.31
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307 JANITORIAL LLC - Total For Buildings & Structures Fund \$6,025.31

**307 JANITORIAL LLC - ALL DEPARTMENTS \$6,025.31**

## 6H GROUP LLC

6H GROUP LLC Police Canine Operations Dog food \$231.20

6H GROUP LLC - Total For Police Canine Operations \$231.20

**6H GROUP LLC - ALL DEPARTMENTS \$231.20**

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC Balefill - Disposal & Landfill 3/4" Limestone & Delivery \$1,975.26

71 CONSTRUCTION, INC Balefill - Disposal & Landfill 3x5 Rock & Delivery \$1,977.26

71 CONSTRUCTION, INC - Total For Balefill - Disposal & Landfill \$3,952.52

71 CONSTRUCTION, INC Parks - Parks Maint. Dolomite for Dallason Park \$12.72

71 CONSTRUCTION, INC - Total For Parks - Parks Maint. \$12.72

71 CONSTRUCTION, INC Streets 1/2" Hot mix asphalt \$457.52

71 CONSTRUCTION, INC Streets 1/2" Hot Mix Asphalt \$456.00

71 CONSTRUCTION, INC Streets 1/2" Hot Mix Asphalt \$316.16

71 CONSTRUCTION, INC Streets CCS-1 Tack Oil \$8,799.25

71 CONSTRUCTION, INC Streets 1/2" Hot Mix Asphalt \$459.04

71 CONSTRUCTION, INC - Total For Streets \$10,487.97

71 CONSTRUCTION, INC Water Revenue and Transfers Retainage / Contract #22300176 \$11,255.50

71 CONSTRUCTION, INC Water Revenue and Transfers Retainage / Contract #22300176 \$22,293.33

71 CONSTRUCTION, INC Water Revenue and Transfers Retainage / Contract #22300176 \$9,251.55

71 CONSTRUCTION, INC - Total For Water Revenue and Transfers \$42,800.38

71 CONSTRUCTION, INC Weed & Pest Fund Shredded Cedar \$230.00

71 CONSTRUCTION, INC - Total For Weed & Pest Fund \$230.00

**71 CONSTRUCTION, INC - ALL DEPARTMENTS \$57,483.59**

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

A.M.B.I. & SHIPPING, Balefill - Disposal & Landfill Postage / mailing service \$68.48

A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill \$68.48

A.M.B.I. & SHIPPING, City Attorney Postage / mailing service \$64.72

A.M.B.I. & SHIPPING, - Total For City Attorney \$64.72

A.M.B.I. & SHIPPING,	City Manager	Postage / mailing service	\$9.04
<i>A.M.B.I. &amp; SHIPPING, - Total For City Manager</i>			\$9.04
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$397.68
<i>A.M.B.I. &amp; SHIPPING, - Total For Customer Service</i>			\$397.68
A.M.B.I. & SHIPPING,	Engineering	Postage / mailing service	\$18.72
<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			\$18.72
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mailing service	\$0.60
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			\$0.60
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage / mailing service	\$91.58
<i>A.M.B.I. &amp; SHIPPING, - Total For Ft. Caspar Museum</i>			\$91.58
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$22.74
<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			\$22.74
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$153.22
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			\$153.22
A.M.B.I. & SHIPPING,	Police Administration	Office supplies	\$22.99
A.M.B.I. & SHIPPING,	Police Administration	Office supplies	\$182.90
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Administration</i>			\$205.89
A.M.B.I. & SHIPPING,	Police Records	Postage / mailing service	\$277.91
<i>A.M.B.I. &amp; SHIPPING, - Total For Police Records</i>			\$277.91
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage / mailing service	\$212.14
<i>A.M.B.I. &amp; SHIPPING, - Total For Refuse - Residential</i>			\$212.14
A.M.B.I. & SHIPPING,	Weed & Pest Fund	Postage / mailing service	\$5.06
<i>A.M.B.I. &amp; SHIPPING, - Total For Weed &amp; Pest Fund</i>			\$5.06
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$1,527.78</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing & trimming services	\$630.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal &amp; Landfill</i>			\$630.00
AAA LANDSCAPING	Balefill - Diversion & Special	Debris cleanup / hauling & disposal	\$1,066.66
<i>AAA LANDSCAPING - Total For Balefill - Diversion &amp; Special</i>			\$1,066.66
AAA LANDSCAPING	Code Enforcement	Debris cleanup / hauling & disposal	\$1,066.68
AAA LANDSCAPING	Code Enforcement	Mowing & trimming service	\$91.50
<i>AAA LANDSCAPING - Total For Code Enforcement</i>			\$1,158.18
AAA LANDSCAPING	Parks - Parks Maint.	Debris cleanup / hauling & disposal	\$1,066.66
<i>AAA LANDSCAPING - Total For Parks - Parks Maint.</i>			\$1,066.66

**AAA LANDSCAPING - ALL DEPARTMENTS** \$3,921.50

**ACTION GLASS INC**

ACTION GLASS INC Hogadon - Operations Broken window repair \$280.00

*ACTION GLASS INC - Total For Hogadon - Operations* \$280.00

**ACTION GLASS INC - ALL DEPARTMENTS** \$280.00

**ACUSHNET COMPANY**

ACUSHNET COMPANY Golf Golf Balls Merchandise \$843.00

ACUSHNET COMPANY Golf Merchandise/ Inventory \$93.00

ACUSHNET COMPANY Golf Golf Balls Merchandise \$55.25

*ACUSHNET COMPANY - Total For Golf* \$991.25

**ACUSHNET COMPANY - ALL DEPARTMENTS** \$991.25

**ADOBE ACROPRO SUBS**

ADOBE ACROPRO SUBS City Manager Adobe Acrobat subscription \$14.99

*ADOBE ACROPRO SUBS - Total For City Manager* \$14.99

**ADOBE ACROPRO SUBS - ALL DEPARTMENTS** \$14.99

**Adobe Inc**

Adobe Inc River Volunteer Events CREATIVE CLOUD \$52.99

Adobe Inc River Volunteer Events CREATIVE CLOUD \$52.99

*Adobe Inc - Total For River Volunteer Events* \$105.98

**Adobe Inc - ALL DEPARTMENTS** \$105.98

**ADVANCED TRAFFIC PRO**

ADVANCED TRAFFIC PRO Traffic Control Polara CCU repair \$230.09

*ADVANCED TRAFFIC PRO - Total For Traffic Control* \$230.09

**ADVANCED TRAFFIC PRO - ALL DEPARTMENTS** \$230.09

**AGENT FEE 8900816292**

AGENT FEE 8900816292	Information Services	AIRLINES, AIR CARRIERS	\$35.00
AGENT FEE 8900816292	Information Services	MS-ISAC Conference flight	\$35.00
<i>AGENT FEE 8900816292 - Total For Information Services</i>			<i>\$70.00</i>
<b>AGENT FEE 8900816292 - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## AHERN RENTALS INC

AHERN RENTALS INC	Balefill - Baler Processing	Pressure washer repair	\$269.00
<i>AHERN RENTALS INC - Total For Balefill - Baler Processing</i>			<i>\$269.00</i>
AHERN RENTALS INC	Fleet Maintenance Fund	Pressure washer repair	\$965.80
<i>AHERN RENTALS INC - Total For Fleet Maintenance Fund</i>			<i>\$965.80</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$1,234.80</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	Safety equipment	\$98.40
<i>AIRGAS USA LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$98.40</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Propane	\$207.77
<i>AIRGAS USA LLC - Total For Balefill - Diversion &amp; Special</i>			<i>\$207.77</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$306.17</b>

## ALBERTSONS #0060

ALBERTSONS #0060	Police Career Services	GROCERY STORES, SUPERMARKETS	\$104.96
<i>ALBERTSONS #0060 - Total For Police Career Services</i>			<i>\$104.96</i>
<b>ALBERTSONS #0060 - ALL DEPARTMENTS</b>			<b>\$104.96</b>

## ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Administration	Food for crews working Trump Rally	\$22.35
<i>ALBERTSONS #0062 - Total For Fire-EMS Administration</i>			<i>\$22.35</i>
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$22.35</b>

## ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Parking lot light pole repair	\$180.00
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$180.00</i>

**ALLIANCE ELECTRIC LL - ALL DEPARTMENTS**

\$180.00

**ALSCO**

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	\$56.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88

*ALSCO - Total For Balefill - Disposal & Landfill* \$254.56

ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06

*ALSCO - Total For Refuse - Residential* \$220.12

ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36

*ALSCO - Total For Sewer Wastewater Collection* \$120.72

ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$10.50
ALSCO	Streets	Professional Laundry Services	\$122.90
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40

*ALSCO - Total For Streets* \$659.86

ALSCO	WWTP Operations	Professional Laundry Services	\$152.68
ALSCO	WWTP Operations	Professional Laundry Services	\$153.40
ALSCO	WWTP Operations	Professional Laundry Services	\$145.24

*ALSCO - Total For WWTP Operations* \$451.32

**ALSCO - ALL DEPARTMENTS**

\$1,706.58

**AMAZON.COM 1R13L9SZ2**

AMAZON.COM 1R13L9SZ2	Police Career Services	BOOK STORES	\$18.85
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*AMAZON.COM 1R13L9SZ2 - Total For Police Career Services* \$18.85

**AMAZON.COM 1R13L9SZ2 - ALL DEPARTMENTS**

\$18.85

**AMERICAN INDUSTRIAL**

AMERICAN INDUSTRIAL	City Manager	Rug cleaning / delivery	\$75.01
<i>AMERICAN INDUSTRIAL - Total For City Manager</i>			<i>\$75.01</i>
<b>AMERICAN INDUSTRIAL - ALL DEPARTMENTS</b>			<b>\$75.01</b>

## AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Diversion & Special	Propane	\$222.45
AMERIGAS - CASPER	Balefill - Diversion & Special	Propane	\$199.60
<i>AMERIGAS - CASPER - Total For Balefill - Diversion &amp; Special</i>			<i>\$422.05</i>
<b>AMERIGAS - CASPER - ALL DEPARTMENTS</b>			<b>\$422.05</b>

## AMZN Mktp US

AMZN Mktp US	Balefill - Diversion & Special	SHARPS CONTAINERS FOR CUSTOMERS	\$917.00
<i>AMZN Mktp US - Total For Balefill - Diversion &amp; Special</i>			<i>\$917.00</i>
AMZN Mktp US	Capital Projects Fund	BOOK STORES	\$786.71
<i>AMZN Mktp US - Total For Capital Projects Fund</i>			<i>\$786.71</i>
AMZN Mktp US	City Manager	Wireless microphones	\$176.00
AMZN Mktp US	City Manager	Standing desk	\$207.89
<i>AMZN Mktp US - Total For City Manager</i>			<i>\$383.89</i>
AMZN Mktp US	Parks - Parks Maint.	2 BBQ pits for parks	\$599.98
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$599.98</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$284.52
AMZN Mktp US	Police Administration	BOOK STORES	\$607.78
AMZN Mktp US	Police Administration	BOOK STORES	\$158.52
AMZN Mktp US	Police Administration	BOOK STORES	\$64.56
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$1,115.38</i>
AMZN Mktp US	Rec Center - Admin	Rec Admin MFP Printer Cartridge	\$134.62
AMZN Mktp US	Rec Center - Admin	Sheet Protectors	\$15.99
AMZN Mktp US	Rec Center - Admin	Rec Admin MFP Printer Cartridge	\$177.37
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$327.98</i>
AMZN Mktp US	Rec Center - Operations	Sheet Protectors	\$15.99
AMZN Mktp US	Rec Center - Operations	Fitness and Weight Room Towels	\$55.96
AMZN Mktp US	Rec Center - Operations	Nitrile Gloves Cleaning and First Aid	\$44.50
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$116.45</i>

**AMZN Mktp US - ALL DEPARTMENTS**

\$4,247.39

**ANIMAL CARE EQUIPMEN**

ANIMAL CARE EQUIPMEN	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$390.65
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<i>ANIMAL CARE EQUIPMEN - Total For Metro Animal Shelter</i>			\$390.65
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**ANIMAL CARE EQUIPMEN - ALL DEPARTMENTS**

\$390.65

**ARBYS 5528**

ARBYS 5528	Fire-EMS Training	Meal while attending MLPI training in Sherid	\$8.58
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<i>ARBYS 5528 - Total For Fire-EMS Training</i>			\$8.58
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**ARBYS 5528 - ALL DEPARTMENTS**

\$8.58

**ARROWHEAD HEATING &**

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Service call - scheduled maintenance filter ch	\$102.20
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ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Service call - scheduled maintenance	\$408.00
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<i>ARROWHEAD HEATING &amp; - Total For Balefill - Disposal &amp; Landfill</i>			\$510.20
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**ARROWHEAD HEATING & - ALL DEPARTMENTS**

\$510.20

**AT & T CORP**

AT & T CORP	Code Enforcement	Acct #287298906028	\$461.26
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<i>AT &amp; T CORP - Total For Code Enforcement</i>			\$461.26
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**AT & T CORP - ALL DEPARTMENTS**

\$461.26

**ATLANTIC ELECTRIC, I**

ATLANTIC ELECTRIC, I	Traffic Control	Upgrade 15 LED cobra head light fixtures	\$10,800.00
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ATLANTIC ELECTRIC, I	Traffic Control	LED cobra head update	\$5,760.00
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<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$16,560.00
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**ATLANTIC ELECTRIC, I - ALL DEPARTMENTS**

\$16,560.00

**ATLAS OFFICE PRODUCT**

ATLAS OFFICE PRODUCT	Balefill - Baler Processing	Office supplies	\$18.04
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<i>ATLAS OFFICE PRODUCT - Total For Balefill - Baler Processing</i>			<i>\$18.04</i>
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$55.69
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$77.02
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$398.72
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$531.43</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$133.87
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			<i>\$133.87</i>
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$79.98
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$79.98</i>
ATLAS OFFICE PRODUCT	Customer Service	FLAG MARKERS, BATTERIES, FOLDERS, STAM	\$44.47
ATLAS OFFICE PRODUCT	Customer Service	TONER CRTDG	\$104.85
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$149.32</i>
ATLAS OFFICE PRODUCT	Finance	FLAG MARKERS, BATTERIES, FOLDERS, STAM	\$40.79
ATLAS OFFICE PRODUCT	Finance	TONER CRTDG	\$170.79
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$211.58</i>
ATLAS OFFICE PRODUCT	Human Resources	1 pair of scissors, 1 hole puncher	\$3.46
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$3.46</i>
ATLAS OFFICE PRODUCT	Information Services	Black, blue pens.	\$26.52
ATLAS OFFICE PRODUCT	Information Services	Pop-up notes.	\$13.37
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$39.89</i>
ATLAS OFFICE PRODUCT	Risk Management	1 pair of scissors, 1 hole puncher	\$2.76
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$2.76</i>
ATLAS OFFICE PRODUCT	Water Distribution	Yellow paper	\$34.11
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$34.11</i>
ATLAS OFFICE PRODUCT	WWTP Operations	(8) CONFERENCE ROOM CHAIRS	\$926.00
ATLAS OFFICE PRODUCT	WWTP Operations	(3) CONFERENCE ROOM CHAIRS	\$347.25
ATLAS OFFICE PRODUCT	WWTP Operations	CONFERENCE TABLE TOP, BASE	\$849.41
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			<i>\$2,122.66</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$3,327.10</b>

## **ATLAS REPRODUCTION I**

ATLAS REPRODUCTION I	Fire-EMS Administration	Service fee for St. 1 copier	\$18.00
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Administration</i>			<i>\$18.00</i>
<b>ATLAS REPRODUCTION I - ALL DEPARTMENTS</b>			<b>\$18.00</b>

## ATT BILL PAYMENT

ATT BILL PAYMENT	Water Distribution	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$520.52
<i>ATT BILL PAYMENT - Total For Water Distribution</i>			\$520.52
<b>ATT BILL PAYMENT - ALL DEPARTMENTS</b>			<b>\$520.52</b>

## AWWA.ORG

AWWA.ORG	Regional Water Operations	Textbooks - Training	\$262.00
AWWA.ORG	Regional Water Operations	AWWA Membership Renewal	\$227.00
<i>AWWA.ORG - Total For Regional Water Operations</i>			\$489.00
<b>AWWA.ORG - ALL DEPARTMENTS</b>			<b>\$489.00</b>

## B&B RUBBER STAMP

B&B RUBBER STAMP	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$31.95
<i>B&amp;B RUBBER STAMP - Total For Police Administration</i>			\$31.95
<b>B&amp;B RUBBER STAMP - ALL DEPARTMENTS</b>			<b>\$31.95</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Bolts & air fittings	\$27.74
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Gear drive, spider tubes, super glue	\$64.55
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$92.29
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$92.29</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Fire 3 - Baileys Ace	\$51.14
BAILEYS ACE HDWE	Buildings & Structures Fund	Pool repair supplies for Mike Sedar Pool - Bai	\$45.14
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			\$96.28
BAILEYS ACE HDWE	Rec Center - Sports Programs	9V Battery's	\$19.99
BAILEYS ACE HDWE	Rec Center - Sports Programs	Line Level & Spring Clips	\$31.71
<i>BAILEYS ACE HDWE - Total For Rec Center - Sports Programs</i>			\$51.70
BAILEYS ACE HDWE	Sewer Wastewater Collection	fan for blowing across 660277's generator	\$45.99
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			\$45.99
BAILEYS ACE HDWE	Traffic Control	Material to fix McKenzie dog park cable barri	\$20.12

<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			\$20.12
BAILEYS ACE HDWE	WWTP Operations	TOILET PLUNGERS	\$47.97
BAILEYS ACE HDWE	WWTP Operations	IMPACT ADAPTERS	\$15.98
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$63.95
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$278.04</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Capital Projects Fund	Concessions stand repair supplies for Washin	\$68.00
<i>BARGREEN WYOMING - Total For Capital Projects Fund</i>			\$68.00
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$68.00</b>

## BESTBUYCOM8066469205

BESTBUYCOM8066469205	City Manager	Vlogging kit	\$39.99
<i>BESTBUYCOM8066469205 - Total For City Manager</i>			\$39.99
<b>BESTBUYCOM8066469205 - ALL DEPARTMENTS</b>			<b>\$39.99</b>

## BESTBUYCOM8066519597

BESTBUYCOM8066519597	City Manager	Keyboard and mouse set	\$79.99
<i>BESTBUYCOM8066519597 - Total For City Manager</i>			\$79.99
<b>BESTBUYCOM8066519597 - ALL DEPARTMENTS</b>			<b>\$79.99</b>

## BESTBUYCOM8066537172

BESTBUYCOM8066537172	City Manager	ELECTRONIC SALES	\$123.98
<i>BESTBUYCOM8066537172 - Total For City Manager</i>			\$123.98
<b>BESTBUYCOM8066537172 - ALL DEPARTMENTS</b>			<b>\$123.98</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$890.47
BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$37.71
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			\$928.18
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$160.11
<i>BLACK HILLS ENERGY - Total For Buildings &amp; Structures Fund</i>			\$160.11

BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$23.01
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			<i>\$23.01</i>
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$833.23
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$227.97
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$1,061.20</i>
BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$532.80
BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$355.47
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			<i>\$888.27</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$294.37
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$274.45
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$568.82</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$269.07
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$269.07</i>
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$275.07
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$275.07</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$93.30
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$93.30</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$135.72
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$135.72</i>
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	\$4,150.35
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$4,150.35</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$33.05
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$33.05</i>
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$751.53
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$751.53</i>
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$5,420.72
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$5,420.72</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$14,758.40</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$608.50
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$398.94
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,007.44</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$1,007.44</b>

## BLOEDORN LUMBER

BLOEDORN LUMBER	Parks - Parks Maint.	Grade stake	\$50.58
<i>BLOEDORN LUMBER - Total For Parks - Parks Maint.</i>			<i>\$50.58</i>
<b>BLOEDORN LUMBER - ALL DEPARTMENTS</b>			<b>\$50.58</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Repair supplies for Fire 2 - Bloedorn	\$35.92
BLOEDORN LUMBER CO	Buildings & Structures Fund	Repair supplies for Ft. Caspar - Bloedorn	\$19.79
BLOEDORN LUMBER CO	Buildings & Structures Fund	Stair repair supplies for Skeet Range - Bloedo	\$233.54
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$399.98
BLOEDORN LUMBER CO	Buildings & Structures Fund	Credit for repair supplies for Fire 2 -Bloedorn	(\$20.63)
<i>BLOEDORN LUMBER CO - Total For Buildings &amp; Structures Fund</i>			<i>\$668.60</i>
BLOEDORN LUMBER CO	Fire-EMS Operations	Sheetrock anchors for St. 1 remodel	\$9.52
<i>BLOEDORN LUMBER CO - Total For Fire-EMS Operations</i>			<i>\$9.52</i>
BLOEDORN LUMBER CO	Fire-EMS Training	Trusses for roof prop at the drill tower	\$1,509.28
<i>BLOEDORN LUMBER CO - Total For Fire-EMS Training</i>			<i>\$1,509.28</i>
BLOEDORN LUMBER CO	Risk Management	Supplies to replace suspended ceiling at Mik	\$972.89
<i>BLOEDORN LUMBER CO - Total For Risk Management</i>			<i>\$972.89</i>
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$3,160.29</b>

## BRUCE A. RAISCH

BRUCE A. RAISCH	General Fund Revenue	Books for resale in museum store	\$187.20
<i>BRUCE A. RAISCH - Total For General Fund Revenue</i>			<i>\$187.20</i>
<b>BRUCE A. RAISCH - ALL DEPARTMENTS</b>			<b>\$187.20</b>

## BUILDING SYSTEMS LLC

BUILDING SYSTEMS LLC	Capital Projects Fund	Aquatic Center Roof Decking Da	\$9,897.50
<i>BUILDING SYSTEMS LLC - Total For Capital Projects Fund</i>			<i>\$9,897.50</i>
<b>BUILDING SYSTEMS LLC - ALL DEPARTMENTS</b>			<b>\$9,897.50</b>

## CALIBRE PRESS

CALIBRE PRESS	Police Career Services	Female Enforcers Conference	\$359.00
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CALIBRE PRESS	Police Career Services	Female Enforcers Conference	\$359.00
<i>CALIBRE PRESS - Total For Police Career Services</i>			<i>\$718.00</i>
<b>CALIBRE PRESS - ALL DEPARTMENTS</b>			<b>\$718.00</b>

## CASELLE, INC.

CASELLE, INC.	Customer Service	Contract Support / Maintenance - 07/01 to 0	\$78.00
<i>CASELLE, INC. - Total For Customer Service</i>			<i>\$78.00</i>
<b>CASELLE, INC. - ALL DEPARTMENTS</b>			<b>\$78.00</b>

## CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	Police Canine Operations	VETERINARY SERVICES	\$107.15
<i>CASPER ANIMAL MED CT - Total For Police Canine Operations</i>			<i>\$107.15</i>
<b>CASPER ANIMAL MED CT - ALL DEPARTMENTS</b>			<b>\$107.15</b>

## CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	Police Career Services	MOTORCYCLE DEALERS	\$149.99
<i>CASPER MOUNTAIN MOTO - Total For Police Career Services</i>			<i>\$149.99</i>
<b>CASPER MOUNTAIN MOTO - ALL DEPARTMENTS</b>			<b>\$149.99</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Standard advertisement for bid	\$593.32
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Standard advertisement for bid	\$598.74
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Standard advertisement for bid	\$595.72
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,787.78</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Standard advertisement for bid	\$546.64
CASPER STAR-TRIBUNE,	Capital Projects Fund	Standard advertisement for bid	\$590.16
CASPER STAR-TRIBUNE,	Capital Projects Fund	Notice of final payment to contractor	\$213.64
CASPER STAR-TRIBUNE,	Capital Projects Fund	Standard advertisement for bid	\$563.92
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$1,914.36</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Notice The Central Wyo Regional Water Mtg	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR-TRIBUNE,	Water Distribution	Notice of final payment to contractor	\$227.86
<i>CASPER STAR-TRIBUNE, - Total For Water Distribution</i>			<i>\$227.86</i>

**CASPER STAR-TRIBUNE, - ALL DEPARTMENTS** \$3,979.86

## CASPER TIN SHOP

CASPER TIN SHOP Capital Projects Fund Senior Center A/C Replacement \$5,456.33

*CASPER TIN SHOP - Total For Capital Projects Fund* \$5,456.33

**CASPER TIN SHOP - ALL DEPARTMENTS** \$5,456.33

## CASPER TIRE

CASPER TIRE Fleet Maintenance Fund Tires & balancing \$650.00

*CASPER TIRE - Total For Fleet Maintenance Fund* \$650.00

CASPER TIRE Refuse - Commercial Tires \$1,700.00

*CASPER TIRE - Total For Refuse - Commercial* \$1,700.00

CASPER TIRE Refuse - Residential Flat repair \$45.00

CASPER TIRE Refuse - Residential Flat repair & valve stem \$55.00

CASPER TIRE Refuse - Residential Flat / boot repair \$43.00

*CASPER TIRE - Total For Refuse - Residential* \$143.00

**CASPER TIRE - ALL DEPARTMENTS** \$2,493.00

## CASPER WELLS PRODUCT

CASPER WELLS PRODUCT Buildings & Structures Fund Supplies for PV Slide Pool Pump Installation - \$1,911.43

*CASPER WELLS PRODUCT - Total For Buildings & Structures Fund* \$1,911.43

**CASPER WELLS PRODUCT - ALL DEPARTMENTS** \$1,911.43

## CASPER WINNELSON CO

CASPER WINNELSON CO Buildings & Structures Fund Repair supplies for Washington Pool - Winnel \$23.48

CASPER WINNELSON CO Buildings & Structures Fund Repair supplies for Mike Sedar Pool - Winnel \$39.68

CASPER WINNELSON CO Buildings & Structures Fund Supplies to start up Washington Pool - Winnel \$51.32

CASPER WINNELSON CO Buildings & Structures Fund Water heater replacement supplies for Solid \$406.76

CASPER WINNELSON CO Buildings & Structures Fund Plumbing supplies for Solid Waste - Winnelso \$20.00

CASPER WINNELSON CO Buildings & Structures Fund Supplies to install PV Pool Slid Pump - Winnel \$221.32

*CASPER WINNELSON CO - Total For Buildings & Structures Fund* \$762.56

CASPER WINNELSON CO Capital Projects Fund Plumbing repair supplies for Casper Soccer - \$59.57

CASPER WINNELSON CO Capital Projects Fund Concessions stand repair supplies for Washin \$125.75



<i>CASPER WINNELSON CO - Total For Capital Projects Fund</i>			<i>\$185.32</i>
CASPER WINNELSON CO	WWTP Operations	GT PUMP OIL LINE FITTINGS	\$8.40
CASPER WINNELSON CO	WWTP Operations	PVC ADAPTER, COUPLER	\$20.16
CASPER WINNELSON CO	WWTP Operations	BUSHINGS, FITTINGS	\$36.38
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$64.94</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,012.82</b>

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Capital Projects Fund	Mini Excavator Purchase	\$44,407.00
<i>CENTRAL TRUCK &amp; DIES - Total For Capital Projects Fund</i>			<i>\$44,407.00</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$44,407.00</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Wholesale Water - May 2022	\$493,251.41
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$493,251.41</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfers System investment charges - May 2022		\$23,551.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$23,551.00</i>
<b>CENTRAL WY. REGIONAL - ALL DEPARTMENTS</b>			<b>\$516,802.41</b>

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$26.29
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$26.29</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$73.30
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$84.55
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$157.85</i>
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$39.20
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			<i>\$55.11</i>
CENTURYLINK	Casper Business Center	Acct #307-577-0851 167B	\$44.64
CENTURYLINK	Casper Business Center	Acct #307-472-4421 865B	\$62.01
<i>CENTURYLINK - Total For Casper Business Center</i>			<i>\$106.65</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$15.91</i>

CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$58.10
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$58.10</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For City Council</i>			<i>\$15.91</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$10.55
<i>CENTURYLINK - Total For City Hall</i>			<i>\$10.55</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$37.00
<i>CENTURYLINK - Total For City Manager</i>			<i>\$37.00</i>
CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$74.00
<i>CENTURYLINK - Total For Code Enforcement</i>			<i>\$74.00</i>
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$44.32
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$37.00
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$81.32</i>
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$74.00
<i>CENTURYLINK - Total For Engineering</i>			<i>\$74.00</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$84.55
<i>CENTURYLINK - Total For Finance</i>			<i>\$84.55</i>
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$496.05
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$105.65
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$601.70</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$68.65
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$68.65</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$15.91</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$15.91</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$52.74
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$52.74</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$26.45
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$26.45</i>
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$43.21
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$21.10
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$64.31</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$84.55
<i>CENTURYLINK - Total For Information Services</i>			<i>\$84.55</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$15.91

CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.64
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$171.55
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$58.10
<i>CENTURYLINK - Total For Municipal Court</i>			\$58.10
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$58.10
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$58.10
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$52.74
<i>CENTURYLINK - Total For Planning</i>			\$52.74
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$327.32
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$379.28
<i>CENTURYLINK - Total For Police Administration</i>			\$706.60
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$180.08
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$302.87
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,036.67
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$10.55
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$11,530.17
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$42.19
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$42.19
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$21.10
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$21.10
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$15.87
<i>CENTURYLINK - Total For Risk Management</i>			\$15.87
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$10.55
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$10.55
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$37.00
<i>CENTURYLINK - Total For Streets</i>			\$37.00
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$21.10
<i>CENTURYLINK - Total For Water Administration</i>			\$21.10
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$15.91
<i>CENTURYLINK - Total For Water Distribution</i>			\$15.91
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$31.48
<i>CENTURYLINK - Total For Water Meters</i>			\$31.48
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$31.64
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$100.86
<i>CENTURYLINK - Total For WWTP Operations</i>			\$132.50
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,791.80

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<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>	<i>\$1,791.80</i>
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<b>CENTURYLINK - ALL DEPARTMENTS</b>	<b>\$16,424.22</b>
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## **CHAPMAN VALDEZ & LAN**

CHAPMAN VALDEZ & LAN	City Manager	Court Appointed Attorney Fees	\$4,014.94
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<i>CHAPMAN VALDEZ &amp; LAN - Total For City Manager</i>	<i>\$4,014.94</i>
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<b>CHAPMAN VALDEZ &amp; LAN - ALL DEPARTMENTS</b>	<b>\$4,014.94</b>
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## **CHARTER COMMUNICATIO**

CHARTER COMMUNICATIO	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$84.13
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<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>	<i>\$84.13</i>
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<b>CHARTER COMMUNICATIO - ALL DEPARTMENTS</b>	<b>\$84.13</b>
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## **CHEAPESTEEES.COM**

CHEAPESTEEES.COM	Rec Center - Operations	Uniforms CRC Staff	\$314.30
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<i>CHEAPESTEEES.COM - Total For Rec Center - Operations</i>	<i>\$314.30</i>
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<b>CHEAPESTEEES.COM - ALL DEPARTMENTS</b>	<b>\$314.30</b>
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## **CHEM AQUA**

CHEM AQUA	Ice Arena - Operations	Chem Aqua - Water Treatment	\$489.83
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<i>CHEM AQUA - Total For Ice Arena - Operations</i>	<i>\$489.83</i>
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<b>CHEM AQUA - ALL DEPARTMENTS</b>	<b>\$489.83</b>
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## **CHRISTI S ASBE**

CHRISTI S ASBE	Police Administration	Policy / accreditation work	\$350.00
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CHRISTI S ASBE	Police Administration	Policy / accreditation work	\$1,750.00
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<i>CHRISTI S ASBE - Total For Police Administration</i>	<i>\$2,100.00</i>
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<b>CHRISTI S ASBE - ALL DEPARTMENTS</b>	<b>\$2,100.00</b>
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## **CITIZEN PAYMENT**

CITIZEN PAYMENT	Municipal Court	Dismissed case - refund for ticket/s	\$25.00
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CITIZEN PAYMENT	Municipal Court	Dismissed case - refund for ticket/s	\$25.00
<i>CITIZEN PAYMENT - Total For Municipal Court</i>			<i>\$50.00</i>
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	City employee use 9/01/21-3/31/22	\$347.50
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$347.50</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	Parks - Parks Maint.	Public garbage	\$380.16
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$380.16</i>
CITY OF CASPER	Refuse - Residential	Residential charge - Monthly balefill pass billi	\$66,880.00
CITY OF CASPER	Refuse - Residential	Monthly street sweeping	\$2,266.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, sweeping, cardbo	\$8,844.12
CITY OF CASPER	Refuse - Residential	Garbage baler, sweeping, newspaper/cardbo	\$12,527.48
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$7,733.88
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,104.90
CITY OF CASPER	Refuse - Residential	Public garbage - baler	\$561.06
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$10,138.50
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$9,270.18
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,955.92
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$9,440.28
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,029.82
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$8,284.97
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$161,037.11</i>
CITY OF CASPER	Regional Water Operations	Sewer / Refuse Charges - RWS	\$28.63
CITY OF CASPER	Regional Water Operations	Sewer / Refuse Charges - RWS	\$84.00
CITY OF CASPER	Regional Water Operations	Public garbage	\$86.94
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$199.57</i>
CITY OF CASPER	Water Distribution	Public garbage	\$40.50
<i>CITY OF CASPER - Total For Water Distribution</i>			<i>\$40.50</i>
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$225.72
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$159.30
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$98.28
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$153.90

CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$119.61
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$118.80
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$875.61</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$162,900.45</b>

### CKO WWW.ISTOCKPHOTO.

CKO WWW.ISTOCKPHOTO.	Refuse - Recycling	COMMERCIAL PHOTOGRAPHY, ART, AND GR	\$33.00
<i>CKO WWW.ISTOCKPHOTO. - Total For Refuse - Recycling</i>			<i>\$33.00</i>
<b>CKO WWW.ISTOCKPHOTO. - ALL DEPARTMENTS</b>			<b>\$33.00</b>

### CLEVELAND GOLF

CLEVELAND GOLF	Golf	Inventory/ Merchandise	\$595.08
CLEVELAND GOLF	Golf	Inventory / Merchandise	\$556.20
CLEVELAND GOLF	Golf	Inventory/ Merchandise	\$101.18
<i>CLEVELAND GOLF - Total For Golf</i>			<i>\$1,252.46</i>
<b>CLEVELAND GOLF - ALL DEPARTMENTS</b>			<b>\$1,252.46</b>

### CMI INC MOTO

CMI INC MOTO	Police Traffic Enforcement	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$171.39
<i>CMI INC MOTO - Total For Police Traffic Enforcement</i>			<i>\$171.39</i>
<b>CMI INC MOTO - ALL DEPARTMENTS</b>			<b>\$171.39</b>

### CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	Service call - equipment repair	\$461.00
<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$461.00</i>
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$4,282.46
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,529.16
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$1,081.95
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$8,893.57</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$3,971.37
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$3,971.37</i>
CMI TECO, INC.	Refuse - Residential	Monitor screen	\$1,450.96
CMI TECO, INC.	Refuse - Residential	Receiver dryer, valve & sealing rings	\$960.44

CMI TECO, INC.	Refuse - Residential	Brake chamber	\$163.47
CMI TECO, INC.	Refuse - Residential	Snap ring	\$17.04
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,783.56
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,834.69
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,590.12
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,070.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$9,173.29
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$7,861.61
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$108.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$411.06
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,506.25

*CMI TECO, INC. - Total For Refuse - Residential* \$33,930.49

**CMI TECO, INC. - ALL DEPARTMENTS** \$47,256.43

### CNP CHILI'S TERM

CNP CHILI'S TERM	Fire-EMS Training	Meal for two while traveling to new engine	\$65.76
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*CNP CHILI'S TERM - Total For Fire-EMS Training* \$65.76

**CNP CHILI'S TERM - ALL DEPARTMENTS** \$65.76

### COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$167.09
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*COASTAL CHEMICAL CO - Total For Regional Water Operations* \$167.09

**COASTAL CHEMICAL CO - ALL DEPARTMENTS** \$167.09

### COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection services	\$95.73
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*COLLECTION CENTER IN - Total For Refuse - Residential* \$95.73

COLLECTION CENTER IN	Sewer Administration	Collection services	\$72.74
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*COLLECTION CENTER IN - Total For Sewer Administration* \$72.74

COLLECTION CENTER IN	Water Administration	Collection services	\$214.44
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*COLLECTION CENTER IN - Total For Water Administration* \$214.44

**COLLECTION CENTER IN - ALL DEPARTMENTS** \$382.91

## COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	Air compressor service	\$1,413.25
<i>COMPRESSION LEASING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,413.25</i>
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$1,413.25</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Disposal & Landfill	Alarm monitoring	\$1,068.00
<i>COMTRONIX, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,068.00</i>
COMTRONIX, INC.	Buildings & Structures Fund	Alarm monitoring	\$359.00
<i>COMTRONIX, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$359.00</i>
COMTRONIX, INC.	Ft. Caspar Museum	Alarm service - labor/material/trip charge	\$77.10
COMTRONIX, INC.	Ft. Caspar Museum	Alarm service - labor/material/trip charge	\$373.96
COMTRONIX, INC.	Ft. Caspar Museum	Alarm monitoring	\$531.00
<i>COMTRONIX, INC. - Total For Ft. Caspar Museum</i>			<i>\$982.06</i>
COMTRONIX, INC.	Golf - Operations	Alarm monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Hogadon - Operations	Alarm monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$2,775.06</b>

## CONOCO - STOP-N-GO

CONOCO - STOP-N-GO	Fire-EMS Operations	BR2 Fuel	\$47.86
<i>CONOCO - STOP-N-GO - Total For Fire-EMS Operations</i>			<i>\$47.86</i>
<b>CONOCO - STOP-N-GO - ALL DEPARTMENTS</b>			<b>\$47.86</b>

## Core & Main

Core & Main	Water Meters	Freight charge for shipping meters that were	\$111.43
<i>Core &amp; Main - Total For Water Meters</i>			<i>\$111.43</i>
<b>Core &amp; Main - ALL DEPARTMENTS</b>			<b>\$111.43</b>

## COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Rec Center - Operations	Laundry Detergent, tissues,	\$213.15
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<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Operations</i>	<i>\$213.15</i>
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<b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>	<b>\$213.15</b>
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## CPI ENVIRONMENTALEXP

CPI ENVIRONMENTALEXP	WWTP Operations	M-TEC FOR E.COLI PLATES	\$158.17
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<i>CPI ENVIRONMENTALEXP - Total For WWTP Operations</i>	<i>\$158.17</i>
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<b>CPI ENVIRONMENTALEXP - ALL DEPARTMENTS</b>	<b>\$158.17</b>
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## CPS DISTRIBUTORS

CPS DISTRIBUTORS	Balefill - Disposal & Landfill	IRRIGATION LINE REPAIR	\$8.59
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<i>CPS DISTRIBUTORS - Total For Balefill - Disposal &amp; Landfill</i>	<i>\$8.59</i>
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<b>CPS DISTRIBUTORS - ALL DEPARTMENTS</b>	<b>\$8.59</b>
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## CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Capital Projects Fund	2" Febco Angle Reduced Pressure Assembly	\$1,058.50
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CPS DISTRIBUTORS, IN	Capital Projects Fund	2" Febco Angle Reduced Pressure Assembly	\$1,058.50
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<i>CPS DISTRIBUTORS, IN - Total For Capital Projects Fund</i>	<i>\$2,117.00</i>
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CPS DISTRIBUTORS, IN	Parks - Parks Maint.	Valve box & lid	\$58.95
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CPS DISTRIBUTORS, IN	Parks - Parks Maint.	Hole cutter & blade	\$913.62
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CPS DISTRIBUTORS, IN	Parks - Parks Maint.	PVC Cap, Black Cap, Pop-Up Spray Head & Ro	\$505.94
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<i>CPS DISTRIBUTORS, IN - Total For Parks - Parks Maint.</i>	<i>\$1,478.51</i>
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<b>CPS DISTRIBUTORS, IN - ALL DEPARTMENTS</b>	<b>\$3,595.51</b>
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## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Balefill - Disposal & Landfill	GPS radio antenna parts	\$336.70
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CRESCENT ELECTRIC SU	Balefill - Disposal & Landfill	GPS radio antenna parts	\$5.87
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<i>CRESCENT ELECTRIC SU - Total For Balefill - Disposal &amp; Landfill</i>	<i>\$342.57</i>
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<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>	<b>\$342.57</b>
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## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	2021 Solid Waste Asphalt Impro	\$47,568.98
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<i>CROWN CONSTRUCTION L - Total For Balefill - Disposal &amp; Landfill</i>	<i>\$47,568.98</i>
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**CROWN CONSTRUCTION L - ALL DEPARTMENTS**

\$47,568.98

**CRUM ELECTRIC SUPPLY**

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	HVAC PM Supplies for Rec Center - Crum	\$407.92
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for Fire 1 - Crum	\$149.11
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			\$557.03
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			\$557.03

**DAVE LODEN CONSTRUCT**

DAVE LODEN CONSTRUCT	Buildings & Structures Fund	Service Center/Water Garage Roof Repairs	\$535.00
<i>DAVE LODEN CONSTRUCT - Total For Buildings &amp; Structures Fund</i>			\$535.00
<b>DAVE LODEN CONSTRUCT - ALL DEPARTMENTS</b>			\$535.00

**DAVIDSON MECHANICAL,**

DAVIDSON MECHANICAL,	Balefill - Baler Processing	Boiler switch and fuse	\$128.75
<i>DAVIDSON MECHANICAL, - Total For Balefill - Baler Processing</i>			\$128.75
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			\$128.75

**DAYS INNS/DAYSTOP**

DAYS INNS/DAYSTOP	Police Federal Grants	DAYS INNS	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police Federal Grants</i>			\$60.00
<b>DAYS INNS/DAYSTOP - ALL DEPARTMENTS</b>			\$60.00

**DBC IRRIGATION SUPPL**

DBC IRRIGATION SUPPL	Rec Center - Sports Programs	Misc. Irrigation supplies for North Casper Sof	\$7.22
DBC IRRIGATION SUPPL	Rec Center - Sports Programs	slow release fertilizer for Washington field, C	\$593.74
DBC IRRIGATION SUPPL	Rec Center - Sports Programs	Quick Coupler Repair at North Casper Softbal	\$199.93
<i>DBC IRRIGATION SUPPL - Total For Rec Center - Sports Programs</i>			\$800.89
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			\$800.89

**DECKER AUTO GLASS, I**

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle windshield repair	\$256.19
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$256.19</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$256.19</b>

### DELTA 0064235386

DELTA 0064235386	Police Career Services	DELTA	\$30.00
<i>DELTA 0064235386 - Total For Police Career Services</i>			<i>\$30.00</i>
<b>DELTA 0064235386 - ALL DEPARTMENTS</b>			<b>\$30.00</b>

### DELTA 0064235958

DELTA 0064235958	Police Career Services	DELTA	\$30.00
<i>DELTA 0064235958 - Total For Police Career Services</i>			<i>\$30.00</i>
<b>DELTA 0064235958 - ALL DEPARTMENTS</b>			<b>\$30.00</b>

### DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for City Hall - Dennis Supp	\$193.44
DENNIS SUPPLY CO.	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Dennis	\$33.16
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for Metro Shelter - De	\$14.05
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Rec Center - Dennis Su	\$292.84
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$533.49</i>
DENNIS SUPPLY CO.	Capital Projects Fund	HVAC PM Supplies for Senior Center - Dennis	\$162.27
<i>DENNIS SUPPLY CO. - Total For Capital Projects Fund</i>			<i>\$162.27</i>
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>			<b>\$695.76</b>

### DFC COMPANY CCP

DFC COMPANY CCP	Traffic Control	Band it order for sign installs	\$1,212.60
DFC COMPANY CCP	Traffic Control	50 candles for traffic control	\$1,500.50
DFC COMPANY CCP	Traffic Control	100 cones for traffic control	\$1,280.75
<i>DFC COMPANY CCP - Total For Traffic Control</i>			<i>\$3,993.85</i>
<b>DFC COMPANY CCP - ALL DEPARTMENTS</b>			<b>\$3,993.85</b>

### DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Painting supplies for PD Shooting Range - Dia	\$574.95
<i>DIAMOND VOGEL PAINTS - Total For Buildings &amp; Structures Fund</i>			<i>\$574.95</i>
<b>DIAMOND VOGEL PAINTS - ALL DEPARTMENTS</b>			<b>\$574.95</b>

## DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Parks - Parks Maint.	Basketball nets for Matt Campfield Park and	\$77.94
<i>DICK'S SPORTING GOOD - Total For Parks - Parks Maint.</i>			<i>\$77.94</i>
<b>DICK'S SPORTING GOOD - ALL DEPARTMENTS</b>			<b>\$77.94</b>

## DOG WASTE DEPOT.COM

DOG WASTE DEPOT.COM	Sewer Stormwater	SPECIALITY CLEANING,POLISHING & SANITAT	\$791.96
DOG WASTE DEPOT.COM	Sewer Stormwater	stormwater coalition dog waste stations	\$1,067.88
<i>DOG WASTE DEPOT.COM - Total For Sewer Stormwater</i>			<i>\$1,859.84</i>
<b>DOG WASTE DEPOT.COM - ALL DEPARTMENTS</b>			<b>\$1,859.84</b>

## DONS MOBILE CARPET I

DONS MOBILE CARPET I	Water Administration	Carpet installation	\$8,784.88
<i>DONS MOBILE CARPET I - Total For Water Administration</i>			<i>\$8,784.88</i>
<b>DONS MOBILE CARPET I - ALL DEPARTMENTS</b>			<b>\$8,784.88</b>

## DOOLEY OIL, INC.

DOOLEY OIL, INC.	Fleet Maintenance Fund	Diesel fuel	\$45,838.29
DOOLEY OIL, INC.	Fleet Maintenance Fund	Fuel	\$36,438.61
<i>DOOLEY OIL, INC. - Total For Fleet Maintenance Fund</i>			<i>\$82,276.90</i>
<b>DOOLEY OIL, INC. - ALL DEPARTMENTS</b>			<b>\$82,276.90</b>

## E & F TOWING TRANSPOR

E & F TOWING TRANSPOR	Fleet Maintenance Fund	Towing service	\$350.00
<i>E &amp; F TOWING TRANSPOR - Total For Fleet Maintenance Fund</i>			<i>\$350.00</i>
<b>E &amp; F TOWING TRANSPOR - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## eBay O 27-08671-7725

eBay O 27-08671-7725	Rec Center - Admin	Rec Admin desktop scanner	\$94.63
<i>eBay O 27-08671-7725 - Total For Rec Center - Admin</i>			<i>\$94.63</i>
<b>eBay O 27-08671-7725 - ALL DEPARTMENTS</b>			<b>\$94.63</b>

## ECONOLITE

ECONOLITE	Traffic Control	Signal cabinet door switches	\$60.00
<i>ECONOLITE - Total For Traffic Control</i>			<i>\$60.00</i>
<b>ECONOLITE - ALL DEPARTMENTS</b>			<b>\$60.00</b>

## EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan (Emergency Medical	\$1,000.00
<i>EMERGENCY MEDICAL PH - Total For Fire-EMS Administration</i>			<i>\$1,000.00</i>
<b>EMERGENCY MEDICAL PH - ALL DEPARTMENTS</b>			<b>\$1,000.00</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work clothing reimbursement	\$73.92
<i>EMPLOYEE REIMBURSEME - Total For Buildings &amp; Structures Fund</i>			<i>\$73.92</i>
EMPLOYEE REIMBURSEME	Cemetery	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Cemetery</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool reimbursement	\$394.72
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$394.72</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition reimbursement	\$396.60
EMPLOYEE REIMBURSEME	Human Resources	Tuition / book reimbursement	\$1,381.71
EMPLOYEE REIMBURSEME	Human Resources	Tuition / book reimbursement	\$1,011.37
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$2,789.68</i>
EMPLOYEE REIMBURSEME	Municipal Court	Over in deposit reimbursement	\$5.00
<i>EMPLOYEE REIMBURSEME - Total For Municipal Court</i>			<i>\$5.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$191.00
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$101.45
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$150.97
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$443.42</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Work boot reimbursement	\$104.99

EMPLOYEE REIMBURSEME	Regional Water Operations	Work boot reimbursement	\$113.39
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$218.38</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing (winter) reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$79.78
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$229.78</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$4,304.90</b>

## ENERGY LABORATORIES

ENERGY LABORATORIES	Fire-EMS Administration	Natural Gas Analysis_Breathing Air Sample	\$284.00
<i>ENERGY LABORATORIES - Total For Fire-EMS Administration</i>			<i>\$284.00</i>
ENERGY LABORATORIES	Hogadon - Operations	Potable water test	\$52.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$52.00</i>
<b>ENERGY LABORATORIES - ALL DEPARTMENTS</b>			<b>\$336.00</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply testing	\$52.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$358.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$84.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$352.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$512.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$96.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,232.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$1,590.00</b>

## ENERGY MANAGEMENT CO

ENERGY MANAGEMENT CO	Regional Water Operations	Morad 6 Well Motor	\$3,010.15
<i>ENERGY MANAGEMENT CO - Total For Regional Water Operations</i>			<i>\$3,010.15</i>
<b>ENERGY MANAGEMENT CO - ALL DEPARTMENTS</b>			<b>\$3,010.15</b>

## EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing	\$100.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$100.00</i>
<b>EUROFINS EATON ANALY - ALL DEPARTMENTS</b>			<b>\$100.00</b>

## FACEBK 3D5UPEKU72

FACEBK 3D5UPEKU72	Ft. Caspar Museum	Facebook advertising	\$13.71
<i>FACEBK 3D5UPEKU72 - Total For Ft. Caspar Museum</i>			<i>\$13.71</i>
<b>FACEBK 3D5UPEKU72 - ALL DEPARTMENTS</b>			<b>\$13.71</b>

## FACEBK CT9VZETXJ2

FACEBK CT9VZETXJ2	Police Federal Grants	ADVERTISING SERVICES	\$69.40
<i>FACEBK CT9VZETXJ2 - Total For Police Federal Grants</i>			<i>\$69.40</i>
<b>FACEBK CT9VZETXJ2 - ALL DEPARTMENTS</b>			<b>\$69.40</b>

## FACEBK TVDQQFPJH2

FACEBK TVDQQFPJH2	Balefill - Disposal & Landfill	ADVERTISING SERVICES	\$43.28
<i>FACEBK TVDQQFPJH2 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$43.28</i>
<b>FACEBK TVDQQFPJH2 - ALL DEPARTMENTS</b>			<b>\$43.28</b>

## FARO TECHNOLOGIES IN

FARO TECHNOLOGIES IN	Capital Projects Fund	Battery power block, tripod, target set	\$39,429.52
FARO TECHNOLOGIES IN	Capital Projects Fund	Digital download & maintenance	\$3,410.86
FARO TECHNOLOGIES IN	Capital Projects Fund	Ready notebook, software & maintenance	\$13,719.83
<i>FARO TECHNOLOGIES IN - Total For Capital Projects Fund</i>			<i>\$56,560.21</i>
<b>FARO TECHNOLOGIES IN - ALL DEPARTMENTS</b>			<b>\$56,560.21</b>

## FEDEX 84250289

FEDEX 84250289	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGH	\$28.46
<i>FEDEX 84250289 - Total For Police Records</i>			<i>\$28.46</i>

**FEDEX 84250289 - ALL DEPARTMENTS** \$28.46

## **FERGUSON ENTERPRISES**

FERGUSON ENTERPRISES Regional Water Operations Link seal \$832.00

*FERGUSON ENTERPRISES - Total For Regional Water Operations* \$832.00

FERGUSON ENTERPRISES Water Distribution Bid schedule 3 - curb boxes, rods, receptacle \$7,706.22

FERGUSON ENTERPRISES Water Distribution BID MATERIALS SCHED. 1-2 & 4-7 \$2,159.75

FERGUSON ENTERPRISES Water Distribution Main valve \$113.05

*FERGUSON ENTERPRISES - Total For Water Distribution* \$9,979.02

**FERGUSON ENTERPRISES - ALL DEPARTMENTS** \$10,811.02

## **FIRST INTERSTATE BAN**

FIRST INTERSTATE BAN Human Resources Gift cards \$359.00

*FIRST INTERSTATE BAN - Total For Human Resources* \$359.00

**FIRST INTERSTATE BAN - ALL DEPARTMENTS** \$359.00

## **FORCE SCIENCE LTD**

FORCE SCIENCE LTD Police Career Services Realistic D-Escalation Instructor Course \$495.00

*FORCE SCIENCE LTD - Total For Police Career Services* \$495.00

**FORCE SCIENCE LTD - ALL DEPARTMENTS** \$495.00

## **FROGGY'S FOG**

FROGGY'S FOG Fire-EMS Operations Training smoke to use in smoke machines \$250.00

FROGGY'S FOG Fire-EMS Operations Training smoke to use in smoke machines \$250.00

*FROGGY'S FOG - Total For Fire-EMS Operations* \$500.00

**FROGGY'S FOG - ALL DEPARTMENTS** \$500.00

## **GALLS, INC.**

GALLS, INC. Police Career Services Uniform supplies \$222.20

GALLS, INC. Police Career Services Uniform supplies / gear \$152.96

GALLS, INC. Police Career Services Uniform supplies / gear \$32.40

GALLS, INC. Police Career Services Uniform supplies / gear \$269.88



GALLS, INC.	Police Career Services	Uniform supplies / gear	\$448.20
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$128.20
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$237.60
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$179.96
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$152.96

*GALLS, INC. - Total For Police Career Services* \$1,824.36

**GALLS, INC. - ALL DEPARTMENTS** \$1,824.36

## GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$1,741.46
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*GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill* \$1,741.46

**GEOSYNTEC CONSULTANT - ALL DEPARTMENTS** \$1,741.46

## GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Operating Loss Funds - June 2022	\$76,242.50
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*GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center* \$76,242.50

**GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS** \$76,242.50

## GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO	Golf - Operations	31.88 Tons of USGA Sand	\$1,999.53
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*GOLF & SPORT SOLUTIO - Total For Golf - Operations* \$1,999.53

GOLF & SPORT SOLUTIO	Rec Center - Sports Programs	Infield Mix	\$861.45
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*GOLF & SPORT SOLUTIO - Total For Rec Center - Sports Programs* \$861.45

**GOLF & SPORT SOLUTIO - ALL DEPARTMENTS** \$2,860.98

## GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety training videos	\$95.00
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*GOLF SAFETY - Total For Weed & Pest Fund* \$95.00

**GOLF SAFETY - ALL DEPARTMENTS** \$95.00

## GoToCom Pro2

GoToCom Pro2	Parks - Parks Maint.	Logmein subscription for irrigation computer	\$349.99
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GoToCom Pro2 - Total For Parks - Parks Maint. \$349.99

**GoToCom Pro2 - ALL DEPARTMENTS \$349.99**

**GRAINGER, INC.**

GRAINGER, INC.	Buildings & Structures Fund	Batteries for BAS - Grainger	\$6.24
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies - Grainger	\$72.52
GRAINGER, INC.	Buildings & Structures Fund	Degreaser, spray bottle, trigger sprayer	\$25.66
GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Fire 3 - Grainger	\$66.60

*GRAINGER, INC. - Total For Buildings & Structures Fund \$171.02*

GRAINGER, INC.	RWS - Booster Stations	Motor & pulley	\$145.16
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*GRAINGER, INC. - Total For RWS - Booster Stations \$145.16*

GRAINGER, INC.	Weed & Pest Fund	Hand Pumps and Safety Equipment (2 charge	\$332.71
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*GRAINGER, INC. - Total For Weed & Pest Fund \$332.71*

GRAINGER, INC.	WWTP Operations	PW2 1HP SUMP PUMP	\$1,158.42
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GRAINGER, INC.	WWTP Operations	PLEATED AIR FILTERS	\$166.68
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*GRAINGER, INC. - Total For WWTP Operations \$1,325.10*

**GRAINGER, INC. - ALL DEPARTMENTS \$1,973.99**

**GRAND HYATT SAN ANTO**

GRAND HYATT SAN ANTO	Risk Management	HYATT HOTELS	\$821.10
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*GRAND HYATT SAN ANTO - Total For Risk Management \$821.10*

**GRAND HYATT SAN ANTO - ALL DEPARTMENTS \$821.10**

**GREINER MOTOR CO - C**

GREINER MOTOR CO - C	Capital Projects Fund	5 marked units	\$37,838.00
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*GREINER MOTOR CO - C - Total For Capital Projects Fund \$37,838.00*

**GREINER MOTOR CO - C - ALL DEPARTMENTS \$37,838.00**

**GUADALAJARA FAMILY M**

GUADALAJARA FAMILY M	City Council	Lunch meeting	\$74.95
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*GUADALAJARA FAMILY M - Total For City Council \$74.95*

**GUADALAJARA FAMILY M - ALL DEPARTMENTS \$74.95**

## GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$377.98
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$377.98</i>
<b>GUS GLOBALSTAR USA - ALL DEPARTMENTS</b>			<b>\$377.98</b>

## HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Lab Supplies - Chlorine Solution	\$90.00
HACH CO., CORP.	Regional Water Operations	Lab Supplies - Chlorine	\$90.00
HACH CO., CORP.	Regional Water Operations	Lab Supplies - DPD Compound & Buffer Solut	\$180.00
HACH CO., CORP.	Regional Water Operations	Lab Supplies - Freight Charges	\$50.22
HACH CO., CORP.	Regional Water Operations	Lab Supplies - Ammonia & Monochloramine	\$464.29
HACH CO., CORP.	Regional Water Operations	Lab Supplies - DPD Compound & Buffer Solut	\$230.22
HACH CO., CORP.	Regional Water Operations	Lab Supplies Buffer Solutions	\$146.13
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$1,250.86</i>
HACH CO., CORP.	Water Tanks	Lab supplies	\$363.54
HACH CO., CORP.	Water Tanks	sampling supplies	\$320.85
<i>HACH CO., CORP. - Total For Water Tanks</i>			<i>\$684.39</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$1,935.25</b>

## HAMPTON INN SHERIDAN

HAMPTON INN SHERIDAN	Fire-EMS Training	Lodging while attending MLPI class in Sherid	\$764.45
<i>HAMPTON INN SHERIDAN - Total For Fire-EMS Training</i>			<i>\$764.45</i>
<b>HAMPTON INN SHERIDAN - ALL DEPARTMENTS</b>			<b>\$764.45</b>

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Balefill - Disposal & Landfill	PARTS FOR EQUIP BLDG TOOL ROOM	\$177.97
<i>HARBOR FREIGHT TOOLS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$177.97</i>
HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies	\$141.95
<i>HARBOR FREIGHT TOOLS - Total For Buildings &amp; Structures Fund</i>			<i>\$141.95</i>
HARBOR FREIGHT TOOLS	Police Traffic Enforcement	HARDWARE STORES	\$29.99
<i>HARBOR FREIGHT TOOLS - Total For Police Traffic Enforcement</i>			<i>\$29.99</i>
HARBOR FREIGHT TOOLS	Traffic Control	Wrenches for sign and signal work	\$20.97
<i>HARBOR FREIGHT TOOLS - Total For Traffic Control</i>			<i>\$20.97</i>

**HARBOR FREIGHT TOOLS - ALL DEPARTMENTS** \$370.88

**HARDLINE EQUIPMENT L**

HARDLINE EQUIPMENT L Refuse - Residential Quick coupling \$572.20

*HARDLINE EQUIPMENT L - Total For Refuse - Residential* \$572.20

**HARDLINE EQUIPMENT L - ALL DEPARTMENTS** \$572.20

**HARDWARE PARTNERS LL**

HARDWARE PARTNERS LL Parks - Parks Maint. Caution Tape \$12.99

*HARDWARE PARTNERS LL - Total For Parks - Parks Maint.* \$12.99

**HARDWARE PARTNERS LL - ALL DEPARTMENTS** \$12.99

**HDR ENGINEERING, INC**

HDR ENGINEERING, INC Water Administration Water Rights Analysis & Studie \$2,360.00

*HDR ENGINEERING, INC - Total For Water Administration* \$2,360.00

**HDR ENGINEERING, INC - ALL DEPARTMENTS** \$2,360.00

**HERCULES INDUSTRIES**

HERCULES INDUSTRIES Buildings & Structures Fund Aviation snip right & left cut \$41.26

*HERCULES INDUSTRIES - Total For Buildings & Structures Fund* \$41.26

HERCULES INDUSTRIES Risk Management Mike Sedar Concessions Ceiling Supplies - Cla \$4.17

*HERCULES INDUSTRIES - Total For Risk Management* \$4.17

**HERCULES INDUSTRIES - ALL DEPARTMENTS** \$45.43

**HILLHOUSE W. LTD**

HILLHOUSE W. LTD General Fund Revenue Assorted toys for resale in museum store \$164.76

*HILLHOUSE W. LTD - Total For General Fund Revenue* \$164.76

**HILLHOUSE W. LTD - ALL DEPARTMENTS** \$164.76

**HILLTOP LAUNDROMAT**

HILLTOP LAUNDROMAT Public Transit - Operations Shop Rags Cleaning \$55.65

HILLTOP LAUNDROMAT - Total For Public Transit - Operations \$55.65

**HILLTOP LAUNDROMAT - ALL DEPARTMENTS \$55.65**

### HOLIDAY STATIONS

HOLIDAY STATIONS Fire-EMS Operations Fuel for trip to attend MLPI in Sheridan \$83.68

HOLIDAY STATIONS Fire-EMS Operations Fuel while attending MLPI class in Sheridan \$15.04

*HOLIDAY STATIONS - Total For Fire-EMS Operations \$98.72*

**HOLIDAY STATIONS - ALL DEPARTMENTS \$98.72**

### HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Water Distribution Fuel \$6,045.23

*HOMAX OIL SALES, INC - Total For Water Distribution \$6,045.23*

**HOMAX OIL SALES, INC - ALL DEPARTMENTS \$6,045.23**

### HON ANALYTICS

HON ANALYTICS Fire-EMS Administration Honeywell - Calibration of PosiChek used for \$950.00

*HON ANALYTICS - Total For Fire-EMS Administration \$950.00*

**HON ANALYTICS - ALL DEPARTMENTS \$950.00**

### HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO. Fleet Maintenance Fund Equipment repair \$6,220.21

*HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund \$6,220.21*

HONNEN EQUIPMENT CO. Water Distribution Vehicles and wheeled equipment \$94,747.16

*HONNEN EQUIPMENT CO. - Total For Water Distribution \$94,747.16*

**HONNEN EQUIPMENT CO. - ALL DEPARTMENTS \$100,967.37**

### HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY Balefill - Disposal & Landfill Hydraulic hose & guard \$75.18

*HOSE & RUBBER SUPPLY - Total For Balefill - Disposal & Landfill \$75.18*

HOSE & RUBBER SUPPLY Refuse - Residential Brass nut for fire hose \$52.40

*HOSE & RUBBER SUPPLY - Total For Refuse - Residential \$52.40*

**HOSE & RUBBER SUPPLY - ALL DEPARTMENTS** \$127.58

**HOSE AND RUBBER SUPP**

HOSE AND RUBBER SUPP Rec Center - Sports Programs New Hoses for Watering Infields \$233.09

*HOSE AND RUBBER SUPP - Total For Rec Center - Sports Programs* \$233.09

HOSE AND RUBBER SUPP WWTP Operations SEC PUMP HOSE COUPLER \$62.01

HOSE AND RUBBER SUPP WWTP Operations PUMP BELTS \$46.50

HOSE AND RUBBER SUPP WWTP Operations FIREHOSE NOZZLES, HWORKS GATE BELTS \$159.62

*HOSE AND RUBBER SUPP - Total For WWTP Operations* \$268.13

**HOSE AND RUBBER SUPP - ALL DEPARTMENTS** \$501.22

**HUB INTL. MOUNTAIN S**

HUB INTL. MOUNTAIN S Property Insurance Fund General Liability - Renewal \$41,370.00

*HUB INTL. MOUNTAIN S - Total For Property Insurance Fund* \$41,370.00

**HUB INTL. MOUNTAIN S - ALL DEPARTMENTS** \$41,370.00

**HYATT REGENCY BUFFAL**

HYATT REGENCY BUFFAL Ice Arena - Operations NARCE Lodging - Hyatt Hotel - CIT Cerificatio \$655.20

*HYATT REGENCY BUFFAL - Total For Ice Arena - Operations* \$655.20

**HYATT REGENCY BUFFAL - ALL DEPARTMENTS** \$655.20

**HYDRO OPTIMIZATION &**

HYDRO OPTIMIZATION & RWS - Booster Stations Field tech labor, travel time & mileage \$1,845.00

*HYDRO OPTIMIZATION & - Total For RWS - Booster Stations* \$1,845.00

**HYDRO OPTIMIZATION & - ALL DEPARTMENTS** \$1,845.00

**IDEAMAN INC / AMERIC**

IDEAMAN INC / AMERIC General Fund Revenue Magnets for resale in museum store \$352.08

*IDEAMAN INC / AMERIC - Total For General Fund Revenue* \$352.08

**IDEAMAN INC / AMERIC - ALL DEPARTMENTS** \$352.08

## INTEGRITY WINDOW CLE

INTEGRITY WINDOW CLE	Buildings & Structures Fund	Window cleaning	\$700.00
<i>INTEGRITY WINDOW CLE - Total For Buildings &amp; Structures Fund</i>			<i>\$700.00</i>
<b>INTEGRITY WINDOW CLE - ALL DEPARTMENTS</b>			<b>\$700.00</b>

## INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Capital Projects Fund	HVAC Supplies for Senior Center - Intermoun	\$498.52
<i>INTERMOUNTAIN MOTOR - Total For Capital Projects Fund</i>			<i>\$498.52</i>
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$498.52</b>

## INTERNATIONAL ECONOM

INTERNATIONAL ECONOM	Planning	Membership 6/01/22-5/31/23 / Member ID	\$455.00
<i>INTERNATIONAL ECONOM - Total For Planning</i>			<i>\$455.00</i>
<b>INTERNATIONAL ECONOM - ALL DEPARTMENTS</b>			<b>\$455.00</b>

## INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	JANITOR SERVICES	\$1,950.00
INTUIT, INC.	Balefill - Disposal & Landfill	JANITOR SERVICES	\$1,950.00
<i>INTUIT, INC. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,900.00</i>
INTUIT, INC.	Golf - Operations	Aqua Aid - Maxi Block wetting agent for Links	\$840.00
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$840.00</i>
INTUIT, INC.	Information Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$790.00
<i>INTUIT, INC. - Total For Information Services</i>			<i>\$790.00</i>
INTUIT, INC.	Rec Center - Classes	Art Supplies for Art programs	\$38.00
<i>INTUIT, INC. - Total For Rec Center - Classes</i>			<i>\$38.00</i>
INTUIT, INC.	Water Meters	Bolts, washers, nuts, WD-40, lubricant	\$97.23
<i>INTUIT, INC. - Total For Water Meters</i>			<i>\$97.23</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$5,665.23</b>

## J&P CYCLES 800-39748

J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	\$250.36
J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	\$48.28

J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	(\$34.99)
J&P CYCLES 800-39748	Police Traffic Enforcement	COMBINATION CATALOG AND RETAIL MERC	\$285.35
<i>J&amp;P CYCLES 800-39748 - Total For Police Traffic Enforcement</i>			<i>\$549.00</i>
<b>J&amp;P CYCLES 800-39748 - ALL DEPARTMENTS</b>			<b>\$549.00</b>

## JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	Background checks	\$600.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$600.00</i>
<b>JDC INVESTIGATIONS L - ALL DEPARTMENTS</b>			<b>\$600.00</b>

## JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Balefill - Disposal & Landfill	Shrubs & hanging basket of flowers	\$167.15
<i>JOHNNY APPLESEED, IN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$167.15</i>
JOHNNY APPLESEED, IN	Golf - Operations	3 - 3 1/12 pot of "bloomers - 1 - gallon plant	\$45.85
<i>JOHNNY APPLESEED, IN - Total For Golf - Operations</i>			<i>\$45.85</i>
<b>JOHNNY APPLESEED, IN - ALL DEPARTMENTS</b>			<b>\$213.00</b>

## JONAS SOFTWARE USA

JONAS SOFTWARE USA	Golf - Operations	Maintenance fee	\$349.00
<i>JONAS SOFTWARE USA - Total For Golf - Operations</i>			<i>\$349.00</i>
<b>JONAS SOFTWARE USA - ALL DEPARTMENTS</b>			<b>\$349.00</b>

## K&M INTERNATIONAL IN

K&M INTERNATIONAL IN	General Fund Revenue	Stuffed toys for resale in museum store	\$480.61
<i>K&amp;M INTERNATIONAL IN - Total For General Fund Revenue</i>			<i>\$480.61</i>
<b>K&amp;M INTERNATIONAL IN - ALL DEPARTMENTS</b>			<b>\$480.61</b>

## KELE, INC

KELE, INC	Balefill - Disposal & Landfill	METHANE DETECTION SYSTEM TRUCK BARN	\$517.12
<i>KELE, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$517.12</i>
<b>KELE, INC - ALL DEPARTMENTS</b>			<b>\$517.12</b>



## KILLYS IRISH PUB SM

KILLYS IRISH PUB SM	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$19.91
<i>KILLYS IRISH PUB SM - Total For Fire-EMS Training</i>			<i>\$19.91</i>
<b>KILLYS IRISH PUB SM - ALL DEPARTMENTS</b>			<b>\$19.91</b>

## KINSCO

KINSCO	Fire-EMS Operations	Mourning bands for badges	\$75.00
<i>KINSCO - Total For Fire-EMS Operations</i>			<i>\$75.00</i>
<b>KINSCO - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$1,970.45
<i>KINSCO LLC - Total For Fire-EMS Operations</i>			<i>\$1,970.45</i>
<b>KINSCO LLC - ALL DEPARTMENTS</b>			<b>\$1,970.45</b>

## KIWANIS CLUB

KIWANIS CLUB	City Attorney	Quarterly dues	\$228.00
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
<b>KIWANIS CLUB - ALL DEPARTMENTS</b>			<b>\$228.00</b>

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Buildings & Structures Fund	Sand Slurry	\$794.55
<i>KNIFE RIVER/JTL - Total For Buildings &amp; Structures Fund</i>			<i>\$794.55</i>
KNIFE RIVER/JTL	Streets	57 Rock	\$513.48
KNIFE RIVER/JTL	Streets	Crushed base	\$433.95
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$947.43</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$1,741.98</b>

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Structural Fire Fighting boots	\$533.73
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$533.73</i>

**L.N. CURTIS & SONS I - ALL DEPARTMENTS**

\$533.73

**LISA'S SPIC N SPAN**

LISA'S SPIC N SPAN	Refuse - Recycling	Cleaning services	\$490.00
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<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			\$490.00
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<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$490.00</b>
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**LOAF N JUG #0103**

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$88.51
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<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			\$88.51
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<b>LOAF N JUG #0103 - ALL DEPARTMENTS</b>			<b>\$88.51</b>
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**LOBBYTV**

LOBBYTV	Police Administration	COMPUTER SOFTWARE STORES	\$20.00
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<i>LOBBYTV - Total For Police Administration</i>			\$20.00
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<b>LOBBYTV - ALL DEPARTMENTS</b>			<b>\$20.00</b>
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**LONG BUILDING TECHNO**

LONG BUILDING TECHNO	Buildings & Structures Fund	Temperature sensor repair	\$201.88
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<i>LONG BUILDING TECHNO - Total For Buildings &amp; Structures Fund</i>			\$201.88
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LONG BUILDING TECHNO	Rec Center - Classes	Troubleshoot RTU	\$1,625.00
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<i>LONG BUILDING TECHNO - Total For Rec Center - Classes</i>			\$1,625.00
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<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$1,826.88</b>
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**MAJOR SURPLUS & SURV**

MAJOR SURPLUS & SURV	Police Career Services	Mesh drop leg platform	\$1,160.52
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<i>MAJOR SURPLUS &amp; SURV - Total For Police Career Services</i>			\$1,160.52
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<b>MAJOR SURPLUS &amp; SURV - ALL DEPARTMENTS</b>			<b>\$1,160.52</b>
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**MARRIOTT DALLAS QUOR**

MARRIOTT DALLAS QUOR	Police Career Services	MARRIOTT	\$56.08
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MARRIOTT DALLAS QUOR	Police Career Services	MARRIOTT	(\$56.08)
<i>MARRIOTT DALLAS QUOR - Total For Police Career Services</i>			<i>\$0.00</i>
<b>MARRIOTT DALLAS QUOR - ALL DEPARTMENTS</b>			<b>\$0.00</b>

### MAVERIK #344

MAVERIK #344	Fire-EMS Training	Meal while attending MLPI Class in Sheridan	\$15.77
<i>MAVERIK #344 - Total For Fire-EMS Training</i>			<i>\$15.77</i>
<b>MAVERIK #344 - ALL DEPARTMENTS</b>			<b>\$15.77</b>

### MCDONALD'S F32975

MCDONALD'S F32975	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$8.66
<i>MCDONALD'S F32975 - Total For Fire-EMS Training</i>			<i>\$8.66</i>
<b>MCDONALD'S F32975 - ALL DEPARTMENTS</b>			<b>\$8.66</b>

### MCDONALD'S F35665

MCDONALD'S F35665	Fire-EMS Administration	Food for crews working Trump Rally	\$45.54
<i>MCDONALD'S F35665 - Total For Fire-EMS Administration</i>			<i>\$45.54</i>
MCDONALD'S F35665	Police Investigations	FAST FOOD RESTAURANTS	\$104.62
<i>MCDONALD'S F35665 - Total For Police Investigations</i>			<i>\$104.62</i>
<b>MCDONALD'S F35665 - ALL DEPARTMENTS</b>			<b>\$150.16</b>

### MCDONALD'S F4206

MCDONALD'S F4206	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$14.39
<i>MCDONALD'S F4206 - Total For Fire-EMS Training</i>			<i>\$14.39</i>
<b>MCDONALD'S F4206 - ALL DEPARTMENTS</b>			<b>\$14.39</b>

### MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Supplies to startup Washington Pool - Menar	\$56.98
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$56.98</i>
MENARDS CASPER WY	Fire-EMS Operations	Station Supplies	\$26.94
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			<i>\$26.94</i>
MENARDS CASPER WY	Regional Water Operations	Backer Board for Mounting New NTU Meter	\$86.99

<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			\$86.99
MENARDS CASPER WY	Traffic Control	UPS filters & LED replacement bulbs	\$124.83
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$124.83</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$295.74</b>

## MICHAELS FENCE & SUP

MICHAELS FENCE & SUP	Buildings & Structures Fund	Chain link fence repair	\$2,700.00
<i>MICHAELS FENCE &amp; SUP - Total For Buildings &amp; Structures Fund</i>			<i>\$2,700.00</i>
MICHAELS FENCE & SUP	Refuse - Residential	Post, dome cap & iron gate keeper	\$51.58
<i>MICHAELS FENCE &amp; SUP - Total For Refuse - Residential</i>			<i>\$51.58</i>
<b>MICHAELS FENCE &amp; SUP - ALL DEPARTMENTS</b>			<b>\$2,751.58</b>

## MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Water Distribution	yard/inventory bldg fencing	\$42.00
<i>MICHAELSFENCE&amp;SUPPLY - Total For Water Distribution</i>			<i>\$42.00</i>
MICHAELSFENCE&SUPPLY	WWTP Operations	SECURITY FENCING	\$900.00
<i>MICHAELSFENCE&amp;SUPPLY - Total For WWTP Operations</i>			<i>\$900.00</i>
<b>MICHAELSFENCE&amp;SUPPLY - ALL DEPARTMENTS</b>			<b>\$942.00</b>

## MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	LABORATORY TEST SUPPLY	\$467.49
MIDLAND SCIENTIFIC I	WWTP Operations	FUEL SURCHARGE FEE ON SHIPMENT	\$5.00
MIDLAND SCIENTIFIC I	WWTP Operations	REAGENTS, TITRATOR, FILTERS	\$195.37
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			<i>\$667.86</i>
<b>MIDLAND SCIENTIFIC I - ALL DEPARTMENTS</b>			<b>\$667.86</b>

## ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$182.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$182.00</i>
<b>ML AUTOMOTIVE - ALL DEPARTMENTS</b>			<b>\$182.00</b>

## MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Regional Water Operations	Electrical Well Repair	\$3,423.00
<i>MODERN ELECTRIC CORP - Total For Regional Water Operations</i>			<i>\$3,423.00</i>
<b>MODERN ELECTRIC CORP - ALL DEPARTMENTS</b>			<b>\$3,423.00</b>

## Monson

Monson	Buildings & Structures Fund	Janitorial service	\$225.00
Monson	Buildings & Structures Fund	Janitorial service	\$6,033.83
<i>Monson - Total For Buildings &amp; Structures Fund</i>			<i>\$6,258.83</i>
<b>Monson - ALL DEPARTMENTS</b>			<b>\$6,258.83</b>

## MOUNTAIN SPORTS

MOUNTAIN SPORTS	Police Traffic Enforcement	BICYCLE SHOPS-SALES AND SERVICE	\$105.00
<i>MOUNTAIN SPORTS - Total For Police Traffic Enforcement</i>			<i>\$105.00</i>
<b>MOUNTAIN SPORTS - ALL DEPARTMENTS</b>			<b>\$105.00</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Balefill - Disposal & Landfill	Printing service - envelopes	\$141.59
<i>MOUNTAIN STATES - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$141.59</i>
MOUNTAIN STATES	Code Enforcement	Printing service - building permits	\$103.83
MOUNTAIN STATES	Code Enforcement	Printing service - envelopes	\$408.16
<i>MOUNTAIN STATES - Total For Code Enforcement</i>			<i>\$511.99</i>
MOUNTAIN STATES	Police Records	Printing service - notice to impound stickers	\$317.19
<i>MOUNTAIN STATES - Total For Police Records</i>			<i>\$317.19</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$970.77</b>

## MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Cemetery	MIKE LEYBA BUSINESS CARDS	\$167.13
<i>MOUNTAIN STATES LITH - Total For Cemetery</i>			<i>\$167.13</i>
<b>MOUNTAIN STATES LITH - ALL DEPARTMENTS</b>			<b>\$167.13</b>

## MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$50.95
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<i>MOUNTAIN WEST TECHNO - Total For Buildings &amp; Structures Fund</i>			\$50.95
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			\$1,000.00
MOUNTAIN WEST TECHNO	River Volunteer Events	Domain renewal - 1 yr	\$119.97
<i>MOUNTAIN WEST TECHNO - Total For River Volunteer Events</i>			\$119.97
<b>MOUNTAIN WEST TECHNO - ALL DEPARTMENTS</b>			<b>\$1,170.92</b>

## MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	3 Helmets	\$1,275.00
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			\$1,275.00
<b>MUNICIPAL EMERGENCY - ALL DEPARTMENTS</b>			<b>\$1,275.00</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Police Patrol	MISCELLANEOUS AND RETAIL STORES	\$59.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Police Patrol</i>			\$59.98
MURDOCH'S RANCH&HOM	Water Distribution	BED TOOL BOX	\$449.99
<i>MURDOCH'S RANCH&amp;HOME - Total For Water Distribution</i>			\$449.99
MURDOCH'S RANCH&HOM	Weed & Pest Fund	valve for trailer	\$22.99
<i>MURDOCH'S RANCH&amp;HOME - Total For Weed &amp; Pest Fund</i>			\$22.99
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$532.96</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	Fiberglass kit & wrenches	\$81.76
<i>NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing</i>			\$81.76
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Tools, parts, supplies & misc	\$935.90
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Tools, parts, supplies & misc	\$1,397.23
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Tools, parts, supplies & misc	\$12,418.91
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Tools, parts, supplies & misc	\$531.08
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Tools, parts, supplies & misc	\$102,819.23
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$118,102.35
NAPA AUTO PARTS CORP	Golf - Operations	Tools, parts, supplies & misc	\$246.31
<i>NAPA AUTO PARTS CORP - Total For Golf - Operations</i>			\$246.31
NAPA AUTO PARTS CORP	RWS - Booster Stations	Belt	\$19.99

<i>NAPA AUTO PARTS CORP - Total For RWS - Booster Stations</i>			\$19.99
NAPA AUTO PARTS CORP	WWTP Operations	ABASIN ACTUATOR OIL	\$65.52
<i>NAPA AUTO PARTS CORP - Total For WWTP Operations</i>			\$65.52
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$118,515.93</b>

## NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	Police Career Services	2022 NASRO School Safety Conference	\$500.00
NATIONAL ASSOCIATION	Police Career Services	2022 NASRO School Safety Conference	\$500.00
NATIONAL ASSOCIATION	Police Career Services	2022 NASRO School Safety Conference	\$500.00
NATIONAL ASSOCIATION	Police Career Services	2022 NASRO School Safety Conference	\$500.00
NATIONAL ASSOCIATION	Police Career Services	2022 NASRO School Safety Conference	\$500.00
<i>NATIONAL ASSOCIATION - Total For Police Career Services</i>			\$2,500.00
<b>NATIONAL ASSOCIATION - ALL DEPARTMENTS</b>			<b>\$2,500.00</b>

## NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	April 2022 expenses	\$11,040.40
NATRONA COUNTY OFFIC	Police Administration	January 2022 expenses	\$10,211.80
NATRONA COUNTY OFFIC	Police Administration	May 2022 expenses	\$11,546.89
NATRONA COUNTY OFFIC	Police Administration	February 2022 expenses	\$12,417.76
NATRONA COUNTY OFFIC	Police Administration	March 2022 expenses	\$10,628.03
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			\$55,844.88
<b>NATRONA COUNTY OFFIC - ALL DEPARTMENTS</b>			<b>\$55,844.88</b>

## NATURAL GROCERS CA

NATURAL GROCERS CA	City Council	Meeting supplies	\$20.01
NATURAL GROCERS CA	City Council	Meeting supplies	\$19.65
<i>NATURAL GROCERS CA - Total For City Council</i>			\$39.66
<b>NATURAL GROCERS CA - ALL DEPARTMENTS</b>			<b>\$39.66</b>

## NELSON, SUZANNE

NELSON, SUZANNE	Water Revenue and Transfers		\$158.11
<i>NELSON, SUZANNE - Total For Water Revenue and Transfers</i>			\$158.11

**NELSON, SUZANNE - ALL DEPARTMENTS**

\$158.11

**NORCO, INC.**

NORCO, INC.	Balefill - Baler Processing	Cylinder rental	\$83.70
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			\$83.70
NORCO, INC.	Balefill - Disposal & Landfill	Toilet bowl brushes / holders	\$70.96
<i>NORCO, INC. - Total For Balefill - Disposal &amp; Landfill</i>			\$70.96
NORCO, INC.	Buildings & Structures Fund	Trash bags	\$68.12
NORCO, INC.	Buildings & Structures Fund	Painting supplies for PD Shooting Range - No	\$9.14
NORCO, INC.	Buildings & Structures Fund	Bathroom tissue, hand soap & cleaner	\$184.88
NORCO, INC.	Buildings & Structures Fund	Garbage can liners	\$290.36
NORCO, INC.	Buildings & Structures Fund	Trash bags, bathroom tissue, paper towels, e	\$768.23
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			\$1,320.73
NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$151.20
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			\$151.20
NORCO, INC.	Hogadon - Operations	Shop supplies	\$96.64
NORCO, INC.	Hogadon - Operations	Lodge and shop supplies	\$194.41
<i>NORCO, INC. - Total For Hogadon - Operations</i>			\$291.05
NORCO, INC.	Ice Arena - Operations	Custodial - Foaming Hand Soap	\$202.63
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			\$202.63
NORCO, INC.	Metro Animal Shelter	Air freshener & dishwashing detergent	\$153.25
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			\$153.25
NORCO, INC.	Police Traffic Enforcement	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$34.70
<i>NORCO, INC. - Total For Police Traffic Enforcement</i>			\$34.70
NORCO, INC.	Refuse - Recycling	Grease fitting	\$322.75
<i>NORCO, INC. - Total For Refuse - Recycling</i>			\$322.75
NORCO, INC.	Water Distribution	Oxygen	\$29.98
<i>NORCO, INC. - Total For Water Distribution</i>			\$29.98
NORCO, INC.	WWTP Operations	COMPRESSED O2	\$30.51
NORCO, INC.	WWTP Operations	O2 BOTTLE FOR TORCH	\$7.35
<i>NORCO, INC. - Total For WWTP Operations</i>			\$37.86
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$2,698.81</b>

**NORTHWEST CONTRACTOR**



NORTHWEST CONTRACTOR	Buildings & Structures Fund	Supplies for PV Slide Pump Installation - NW	\$47.36
<i>NORTHWEST CONTRACTOR - Total For Buildings &amp; Structures Fund</i>			<i>\$47.36</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection N. Platte lift station vault repairs		\$55.96
NORTHWEST CONTRACTOR	Sewer Wastewater Collection safety supplies		\$39.50
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$95.46</i>
NORTHWEST CONTRACTOR	Traffic Control	Locate supplies	\$247.99
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$247.99</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$390.81</b>

## ONCOURT OFFCOURT

ONCOURT OFFCOURT	Rec Center - Classes	Tennis equipment for program	\$114.90
<i>ONCOURT OFFCOURT - Total For Rec Center - Classes</i>			<i>\$114.90</i>
<b>ONCOURT OFFCOURT - ALL DEPARTMENTS</b>			<b>\$114.90</b>

## ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Tickets for May 2022		\$483.97
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$483.97</i>
ONE CALL OF WY.	Traffic Control	Tickets for May 2022	\$238.50
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$238.50</i>
ONE CALL OF WY.	Water Distribution	Tickets for May 2022	\$591.53
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$591.53</i>
<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>			<b>\$1,314.00</b>

## PAYPAL COLOWYOMUS

PAYPAL COLOWYOMUS	Ft. Caspar Museum	Colorado Wyoming Association of Museums	\$20.00
<i>PAYPAL COLOWYOMUS - Total For Ft. Caspar Museum</i>			<i>\$20.00</i>
<b>PAYPAL COLOWYOMUS - ALL DEPARTMENTS</b>			<b>\$20.00</b>

## PAYPAL ESSENTIALS

PAYPAL ESSENTIALS	Police Career Services	ARTIST SUPPLY STORES, CRAFT SHOPS	\$74.50
<i>PAYPAL ESSENTIALS - Total For Police Career Services</i>			<i>\$74.50</i>
<b>PAYPAL ESSENTIALS - ALL DEPARTMENTS</b>			<b>\$74.50</b>

## PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	WWTP Operations	Weld weldolet to stainless gas piping for dige	\$110.00
<i>PEPPER TANK &amp; CONTRA - Total For WWTP Operations</i>			<i>\$110.00</i>
<b>PEPPER TANK &amp; CONTRA - ALL DEPARTMENTS</b>			<b>\$110.00</b>

## PETCO 1456

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$25.80
PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$32.98
PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$47.98
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$106.76</i>
<b>PETCO 1456 - ALL DEPARTMENTS</b>			<b>\$106.76</b>

## PETSMART #3082

PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$86.43
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$48.55
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$29.98
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$30.00
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$194.96</i>
<b>PETSMART #3082 - ALL DEPARTMENTS</b>			<b>\$194.96</b>

## PILAR PRODUCTS LLC

PILAR PRODUCTS LLC	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$110.00
<i>PILAR PRODUCTS LLC - Total For Police Investigations</i>			<i>\$110.00</i>
<b>PILAR PRODUCTS LLC - ALL DEPARTMENTS</b>			<b>\$110.00</b>

## POSITIVE PROMOTIONS

POSITIVE PROMOTIONS	Fire-EMS Prevent & Inspect	Pub Ed supplies for CRR Division	\$1,745.32
<i>POSITIVE PROMOTIONS - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$1,745.32</i>
<b>POSITIVE PROMOTIONS - ALL DEPARTMENTS</b>			<b>\$1,745.32</b>

## POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$2,991.37
POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,174.66
POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,730.92
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$9,896.95</i>
<b>POSTAL PROS, INC. - ALL DEPARTMENTS</b>			<b>\$9,896.95</b>

## PRAIRIE PELLA WY

PRAIRIE PELLA WY	Police Administration	Windows & installation	\$6,614.50
<i>PRAIRIE PELLA WY - Total For Police Administration</i>			<i>\$6,614.50</i>
<b>PRAIRIE PELLA WY - ALL DEPARTMENTS</b>			<b>\$6,614.50</b>

## PRINTWORKS

PRINTWORKS	Regional Water Operations	Printing service	\$36.00
<i>PRINTWORKS - Total For Regional Water Operations</i>			<i>\$36.00</i>
PRINTWORKS	Water Distribution	Printing service - envelopes	\$225.76
<i>PRINTWORKS - Total For Water Distribution</i>			<i>\$225.76</i>
<b>PRINTWORKS - ALL DEPARTMENTS</b>			<b>\$261.76</b>

## PRO PAINT WYO, LLC

PRO PAINT WYO, LLC	Fire-EMS Operations	Fire Station 1 Drywall Repair	\$5,945.81
PRO PAINT WYO, LLC	Fire-EMS Operations	Fire Station 1 Drywall Repair	\$1,445.19
<i>PRO PAINT WYO, LLC - Total For Fire-EMS Operations</i>			<i>\$7,391.00</i>
<b>PRO PAINT WYO, LLC - ALL DEPARTMENTS</b>			<b>\$7,391.00</b>

## PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Cleaning service	\$1,395.00
<i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i>			<i>\$1,395.00</i>
<b>PROFESSIONAL CLEANIN - ALL DEPARTMENTS</b>			<b>\$1,395.00</b>

## PROMOTIONS NOW

PROMOTIONS NOW	Fire-EMS Prevent & Inspect	Foremost Promotions Pub Ed supplies for CR	\$230.00
<i>PROMOTIONS NOW - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$230.00</i>

**PROMOTIONS NOW - ALL DEPARTMENTS**

\$230.00

**QDOBA 2790**

QDOBA 2790	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$14.62
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<i>QDOBA 2790 - Total For Fire-EMS Training</i>			\$14.62
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**QDOBA 2790 - ALL DEPARTMENTS**

\$14.62

**RAILROAD MGMT CO III**

RAILROAD MGMT CO III	Sewer Administration	License fees 09/01/22 - 08/31/23	\$313.34
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<i>RAILROAD MGMT CO III - Total For Sewer Administration</i>			\$313.34
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**RAILROAD MGMT CO III - ALL DEPARTMENTS**

\$313.34

**RAMADA INNS**

RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
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RAMADA INNS	Police Career Services	RAMADA INNS	\$178.54
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<i>RAMADA INNS - Total For Police Career Services</i>			\$357.08
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**RAMADA INNS - ALL DEPARTMENTS**

\$357.08

**RAMKOTA HOTEL AND CO**

RAMKOTA HOTEL AND CO	City Manager	Breakfast meeting	\$62.76
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<i>RAMKOTA HOTEL AND CO - Total For City Manager</i>			\$62.76
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**RAMKOTA HOTEL AND CO - ALL DEPARTMENTS**

\$62.76

**RANDY DAY**

RANDY DAY	Capital Projects Fund	Reinstall Sno-Block	\$1,900.00
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<i>RANDY DAY - Total For Capital Projects Fund</i>			\$1,900.00
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**RANDY DAY - ALL DEPARTMENTS**

\$1,900.00

**RELIANT FEDERAL CRED**

RELIANT FEDERAL CRED	Police Investigations	Research & statement copy fee	\$50.00
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<i>RELIANT FEDERAL CRED - Total For Police Investigations</i>			\$50.00
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**RELIANT FEDERAL CRED - ALL DEPARTMENTS** \$50.00

## RESIDENCE INN DENVER

RESIDENCE INN DENVER	Police Career Services	RESIDENCE INN	\$1,215.10
RESIDENCE INN DENVER	Police Career Services	RESIDENCE INN	\$1,215.10
RESIDENCE INN DENVER	Police Career Services	RESIDENCE INN	\$1,215.10

*RESIDENCE INN DENVER - Total For Police Career Services* \$3,645.30

**RESIDENCE INN DENVER - ALL DEPARTMENTS** \$3,645.30

## REVDANCE.TENTH HOUSE

REVDANCE.TENTH HOUSE	Rec Center - Operations	Dance Recital Costumes	\$585.90
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*REVDANCE.TENTH HOUSE - Total For Rec Center - Operations* \$585.90

**REVDANCE.TENTH HOUSE - ALL DEPARTMENTS** \$585.90

## REXEL USA INC

REXEL USA INC	Balefill - Baler Processing	Connectors, pliers, etc	\$105.85
REXEL USA INC	Balefill - Baler Processing	Fuses	\$944.46

*REXEL USA INC - Total For Balefill - Baler Processing* \$1,050.31

**REXEL USA INC - ALL DEPARTMENTS** \$1,050.31

## RGP DBA- TRUGREEN

RGP DBA- TRUGREEN	Balefill - Disposal & Landfill	FAIR GROUNDS RECYCLE DEPOT WEED SPRA	\$550.00
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*RGP DBA- TRUGREEN - Total For Balefill - Disposal & Landfill* \$550.00

**RGP DBA- TRUGREEN - ALL DEPARTMENTS** \$550.00

## RICOH USA INC

RICOH USA INC	Planning	Copier usage	\$421.25
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*RICOH USA INC - Total For Planning* \$421.25

**RICOH USA INC - ALL DEPARTMENTS** \$421.25

## RMI CASPER

RMI CASPER	Hogadon - Operations	safety line Kristin's harness	\$457.60
<i>RMI CASPER - Total For Hogadon - Operations</i>			<i>\$457.60</i>
<b>RMI CASPER - ALL DEPARTMENTS</b>			<b>\$457.60</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$444.31
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$444.31</i>
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$109.11
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$109.11</i>
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,090.85
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,090.85</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$3,444.98
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,444.98</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$733.66
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,021.23
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$2,754.89</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$558.12
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$558.12</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$3,851.21
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$3,851.21</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,701.00
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,147.37
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,848.37</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$616.88
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$616.88</i>
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$688.93
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			<i>\$688.93</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$29.07
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$29.07</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$2,850.49
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$2,850.49</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-093 1	\$973.98
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$973.98</i>
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,172.34
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,172.34</i>

ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$161.52
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			<i>\$161.52</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$244.89
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$244.89</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,626.33
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,626.33</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	\$696.55
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$150.42
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$3,843.41
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	\$1,051.24
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,316.23
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	\$3,854.33
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,280.89
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$496.98
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	\$79.62
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2	\$370.43
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	\$26.18
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$13,166.28</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0	\$1,895.50
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	\$46.56
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	\$26.23
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	\$1,655.79
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3	\$24.72
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6	\$1,324.48
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$79.33
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	\$2,298.41
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9	\$24.20
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	\$24.41
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1	\$25.02
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$7,424.65</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	\$508.02
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$508.02</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$46,275.84
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$46,275.84</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-002 2	\$1,633.02
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$87.39

ROCKY MOUNTAIN POWER - Total For Water Tanks \$1,720.41

**ROCKY MOUNTAIN POWER - ALL DEPARTMENTS \$99,561.47**

**Rooter**

Rooter Parks - Parks Maint. Porta-John from R&R \$1,279.36  
Rooter Parks - Parks Maint. Porta-John from R&R \$104.40

*Rooter - Total For Parks - Parks Maint. \$1,383.76*

**Rooter - ALL DEPARTMENTS \$1,383.76**

**RUBBERSTAMPS NET**

RUBBERSTAMPS NET Aquatics - Operations Aquatic Check Stamps \$123.72

*RUBBERSTAMPS NET - Total For Aquatics - Operations \$123.72*

**RUBBERSTAMPS NET - ALL DEPARTMENTS \$123.72**

**SAMS CLUB #6425**

SAMS CLUB #6425 Balefill - Disposal & Landfill AIR FRESHENERS, HAND TOWELS \$142.20

*SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill \$142.20*

SAMS CLUB #6425 Buildings & Structures Fund City Center Custodial Supplies - Sams Club \$27.96

*SAMS CLUB #6425 - Total For Buildings & Structures Fund \$27.96*

SAMS CLUB #6425 City Council Meeting supplies \$169.14

*SAMS CLUB #6425 - Total For City Council \$169.14*

SAMS CLUB #6425 Fire-EMS Operations Station Supplies \$41.70

SAMS CLUB #6425 Fire-EMS Operations Station 1 supplies and membership renewal \$459.53

SAMS CLUB #6425 Fire-EMS Operations Station Supplies \$53.84

*SAMS CLUB #6425 - Total For Fire-EMS Operations \$555.07*

SAMS CLUB #6425 Rec Center - Classes Dance Recital Supplies \$41.38

*SAMS CLUB #6425 - Total For Rec Center - Classes \$41.38*

**SAMS CLUB #6425 - ALL DEPARTMENTS \$935.75**

**SAMSCLUB #6425**

SAMSCLUB #6425 Buildings & Structures Fund Service Center Custodial Supplies - Sams Clu \$34.96

SAMSCLUB #6425 Buildings & Structures Fund City Hall Custodial Supplies - Sams Club \$28.46

*SAMSCLUB #6425 - Total For Buildings & Structures Fund \$63.42*



SAMSCLUB #6425	City Council	Meeting supplies	\$77.06
<i>SAMSCLUB #6425 - Total For City Council</i>			<i>\$77.06</i>
SAMSCLUB #6425	Fire-EMS Operations	Station supplies and membership renewal	\$314.29
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$314.29</i>
SAMSCLUB #6425	Ice Arena - Operations	Custodial Toilet Paper	\$50.36
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$50.36</i>
SAMSCLUB #6425	Police Investigations	WHOLESALE CLUBS	\$44.94
<i>SAMSCLUB #6425 - Total For Police Investigations</i>			<i>\$44.94</i>
SAMSCLUB #6425	Police Traffic Enforcement	WHOLESALE CLUBS	\$88.40
<i>SAMSCLUB #6425 - Total For Police Traffic Enforcement</i>			<i>\$88.40</i>
SAMSCLUB #6425	WWTP Operations	PLATES, COFFEE, CUPS	\$141.44
<i>SAMSCLUB #6425 - Total For WWTP Operations</i>			<i>\$141.44</i>
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$779.91</b>

## SEDA PROPERTIES LLC

SEDA PROPERTIES LLC	Water Revenue and Transfers		\$23.15
<i>SEDA PROPERTIES LLC - Total For Water Revenue and Transfers</i>			<i>\$23.15</i>
<b>SEDA PROPERTIES LLC - ALL DEPARTMENTS</b>			<b>\$23.15</b>

## SETON IDENTIFICATION

SETON IDENTIFICATION	Police Traffic Enforcement	DURABLE GOODS,NOT ELSEWHERE CLASSIFI	\$1,869.00
<i>SETON IDENTIFICATION - Total For Police Traffic Enforcement</i>			<i>\$1,869.00</i>
<b>SETON IDENTIFICATION - ALL DEPARTMENTS</b>			<b>\$1,869.00</b>

## SHAKE SHACK CONC A S

SHAKE SHACK CONC A S	Risk Management	FAST FOOD RESTAURANTS	\$12.88
<i>SHAKE SHACK CONC A S - Total For Risk Management</i>			<i>\$12.88</i>
<b>SHAKE SHACK CONC A S - ALL DEPARTMENTS</b>			<b>\$12.88</b>

## SHEET METAL SPECIALT

SHEET METAL SPECIALT	Risk Management	Supplies for Grid Ceiling in Mike Sedar Conce	(\$133.14)
SHEET METAL SPECIALT	Risk Management	Supplies for Grid Ceiling in Mike Sedar Conce	\$126.80
SHEET METAL SPECIALT	Risk Management	Return of supplies for grid ceiling in Mike Sed	\$133.14

*SHEET METAL SPECIALT - Total For Risk Management* \$126.80

**SHEET METAL SPECIALT - ALL DEPARTMENTS** \$126.80

### **SHELL OIL 5744427920**

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$75.16

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$49.82

SHELL OIL 5744427920 Fire-EMS Operations Fuel for E2 \$107.33

SHELL OIL 5744427920 Fire-EMS Operations Fuel for E6 \$87.29

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$84.89

*SHELL OIL 5744427920 - Total For Fire-EMS Operations* \$404.49

**SHELL OIL 5744427920 - ALL DEPARTMENTS** \$404.49

### **SHERWIN-WILLIAMS COR**

SHERWIN-WILLIAMS COR Buildings & Structures Fund Painting supplies for PD Shooting Range - Sh \$67.01

*SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund* \$67.01

**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS** \$67.01

### **SHIRTS & MORE INC**

SHIRTS & MORE INC Parks - Parks Maint. wraps for traffic boxes \$1,600.00

*SHIRTS & MORE INC - Total For Parks - Parks Maint.* \$1,600.00

**SHIRTS & MORE INC - ALL DEPARTMENTS** \$1,600.00

### **SIMPKINS-CANTERBURY**

SIMPKINS-CANTERBURY General Fund Revenue Ornaments for resale in gift shop \$916.10

*SIMPKINS-CANTERBURY - Total For General Fund Revenue* \$916.10

**SIMPKINS-CANTERBURY - ALL DEPARTMENTS** \$916.10

### **SIRCHIE ACQUISITION**

SIRCHIE ACQUISITION Police Investigations Forensic, crime scene & evidence supplies \$7,324.44

*SIRCHIE ACQUISITION - Total For Police Investigations* \$7,324.44

**SIRCHIE ACQUISITION - ALL DEPARTMENTS** \$7,324.44

## SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Monthly retail sewer revenue/Admin fee/20	(\$106.88)
SKYLINE RANCHES	Sewer Fund	Monthly retail sewer revenue/Admin fee/20	\$1,068.78
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$961.90</i>
SKYLINE RANCHES	WWTP Revenue and Transfer	Monthly retail sewer revenue/Admin fee/20	(\$820.81)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$820.81)</i>
<b>SKYLINE RANCHES - ALL DEPARTMENTS</b>			<b>\$141.09</b>

## SMARSH, INC

SMARSH, INC	Information Services	Charges for service acct #SA-24967 5/1-5/31	\$3,879.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$3,879.00</i>
<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$3,879.00</b>

## SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Administration	Confidential legal or medical matters	\$200.00
<i>SMITH PSYCHOLOGICAL - Total For Police Administration</i>			<i>\$200.00</i>
<b>SMITH PSYCHOLOGICAL - ALL DEPARTMENTS</b>			<b>\$200.00</b>

## SMITHS FOOD #4185

SMITHS FOOD #4185	Buildings & Structures Fund	Batteries for BAS - Smiths	\$13.99
<i>SMITHS FOOD #4185 - Total For Buildings &amp; Structures Fund</i>			<i>\$13.99</i>
<b>SMITHS FOOD #4185 - ALL DEPARTMENTS</b>			<b>\$13.99</b>

## SP STAND STEADY

SP STAND STEADY	Information Services	COMMERCIAL FURNITURE	\$650.99
<i>SP STAND STEADY - Total For Information Services</i>			<i>\$650.99</i>
<b>SP STAND STEADY - ALL DEPARTMENTS</b>			<b>\$650.99</b>

## SPARTAN ATHLETIC CO

SPARTAN ATHLETIC CO	Rec Center - Sports Programs	Tennis Court Crack Repair Material	\$547.78
<i>SPARTAN ATHLETIC CO - Total For Rec Center - Sports Programs</i>			<i>\$547.78</i>

**SPARTAN ATHLETIC CO - ALL DEPARTMENTS**

\$547.78

**SQ COMPUTER PROFESS**

SQ COMPUTER PROFESS	Fire-EMS Administration	Battery back up for St. 2	\$99.95
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<i>SQ COMPUTER PROFESS - Total For Fire-EMS Administration</i>			\$99.95
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SQ COMPUTER PROFESS	Parks - Parks Maint.	Display port to VGA adapter for monitor on	\$29.99
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<i>SQ COMPUTER PROFESS - Total For Parks - Parks Maint.</i>			\$29.99
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**SQ COMPUTER PROFESS - ALL DEPARTMENTS**

\$129.94

**SQ GLAZED 'N CONFUS**

SQ GLAZED 'N CONFUS	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$12.80
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SQ GLAZED 'N CONFUS	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$10.54
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<i>SQ GLAZED 'N CONFUS - Total For Fire-EMS Training</i>			\$23.34
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**SQ GLAZED 'N CONFUS - ALL DEPARTMENTS**

\$23.34

**SQ JOE TELESKA INNO**

SQ JOE TELESKA INNO	Buildings & Structures Fund	Supplies to start up Mike Sedar Pool - Master	\$200.00
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<i>SQ JOE TELESKA INNO - Total For Buildings &amp; Structures Fund</i>			\$200.00
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**SQ JOE TELESKA INNO - ALL DEPARTMENTS**

\$200.00

**SQ MY EDUCATIONAL R**

SQ MY EDUCATIONAL R	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$88.00
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<i>SQ MY EDUCATIONAL R - Total For Police Career Services</i>			\$88.00
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**SQ MY EDUCATIONAL R - ALL DEPARTMENTS**

\$88.00

**SQ PAPA JOHNS**

SQ PAPA JOHNS	Ice Arena - Concessions	Papa John Orders for Birthday Packages	\$321.54
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<i>SQ PAPA JOHNS - Total For Ice Arena - Concessions</i>			\$321.54
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**SQ PAPA JOHNS - ALL DEPARTMENTS**

\$321.54

**SQ PEDEN'S INC.**

SQ PEDEN'S INC.	Human Resources	2X Retirement Plaques	\$70.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$70.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$70.00</b>

## SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Parks - Parks Maint.	Electrical work at the Speedway	\$678.69
<i>SQ WYATT ELECTRIC I - Total For Parks - Parks Maint.</i>			<i>\$678.69</i>
<b>SQ WYATT ELECTRIC I - ALL DEPARTMENTS</b>			<b>\$678.69</b>

## SQUATTERS PUB AIRPOR

SQUATTERS PUB AIRPOR	Balefill - Disposal & Landfill	LUNCH FOR 2 TRAINING	\$36.54
<i>SQUATTERS PUB AIRPOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$36.54</i>
<b>SQUATTERS PUB AIRPOR - ALL DEPARTMENTS</b>			<b>\$36.54</b>

## STAPLES

STAPLES	Cemetery	OFFICE SUPPLIES	\$224.26
<i>STAPLES - Total For Cemetery</i>			<i>\$224.26</i>
STAPLES	Planning	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$33.16
STAPLES	Planning	STATIONARY, OFFICE AND SCHOOL SUPPLY S	(\$33.16)
<i>STAPLES - Total For Planning</i>			<i>\$0.00</i>
STAPLES	Public Transit - Operations	Dispatch Headset & Credit Card Paper	\$158.98
<i>STAPLES - Total For Public Transit - Operations</i>			<i>\$158.98</i>
STAPLES	Sewer Wastewater Collection	office supplies	\$22.99
<i>STAPLES - Total For Sewer Wastewater Collection</i>			<i>\$22.99</i>
STAPLES	Traffic Control	Label maker and label tape for Traffic shop	\$154.97
STAPLES	Traffic Control	Supplies for Traffic shop	\$54.95
<i>STAPLES - Total For Traffic Control</i>			<i>\$209.92</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$616.15</b>

## STAPLES DIRECT

STAPLES DIRECT	City Manager	Office supplies	\$82.21
<i>STAPLES DIRECT - Total For City Manager</i>			<i>\$82.21</i>

**STAPLES DIRECT - ALL DEPARTMENTS**

\$82.21

**STARBUCKS STORE**

STARBUCKS STORE	Fire-EMS Administration	Coffee at response of a structure fire	\$21.00
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<i>STARBUCKS STORE - Total For Fire-EMS Administration</i>			\$21.00
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**STARBUCKS STORE - ALL DEPARTMENTS**

\$21.00

**STATE OF WY.**

STATE OF WY.	Balefill - Disposal & Landfill	Title V Fee for 2021 Emissions	\$2,416.52
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<i>STATE OF WY. - Total For Balefill - Disposal &amp; Landfill</i>			\$2,416.52
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STATE OF WY.	Fire-EMS Training	Background checks	\$39.00
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<i>STATE OF WY. - Total For Fire-EMS Training</i>			\$39.00
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STATE OF WY.	Health Insurance Fund	Retiree Subsidy - May 2022	\$16,303.77
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$16,303.77
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STATE OF WY.	Police Administration	Notary Application - Z Winter	\$60.00
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STATE OF WY.	Police Administration	Notary Application - C Krugler	\$60.00
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STATE OF WY.	Police Administration	Notary Application - S Jones	\$60.00
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<i>STATE OF WY. - Total For Police Administration</i>			\$180.00
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**STATE OF WY. - ALL DEPARTMENTS**

\$18,939.29

**STELLAR PROGRAMMING**

STELLAR PROGRAMMING	Refuse - Commercial	Programming citizen request system thru 5/	\$1,653.75
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STELLAR PROGRAMMING	Refuse - Commercial	City SWM technical support thru 5/12/22	\$1,687.50
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STELLAR PROGRAMMING	Refuse - Commercial	Programming Citizen Request System	\$1,991.25
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STELLAR PROGRAMMING	Refuse - Commercial	Programming Citizen Request System	\$1,991.25
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<i>STELLAR PROGRAMMING - Total For Refuse - Commercial</i>			\$7,323.75
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**STELLAR PROGRAMMING - ALL DEPARTMENTS**

\$7,323.75

**STERLING**

STERLING	Human Resources	Centralized employee background	\$1,900.61
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<i>STERLING - Total For Human Resources</i>			\$1,900.61
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**STERLING - ALL DEPARTMENTS**

\$1,900.61

**STEVE JOHNSTON**

STEVE JOHNSTON	General Fund Revenue	Wyo license plates for resale in museum stor	\$110.00
<i>STEVE JOHNSTON - Total For General Fund Revenue</i>			<i>\$110.00</i>
<b>STEVE JOHNSTON - ALL DEPARTMENTS</b>			<b>\$110.00</b>

**STOTZ EQUIPMENT**

STOTZ EQUIPMENT	Water Distribution	WEED EATER	\$399.99
STOTZ EQUIPMENT	Water Distribution	Saw blades	\$59.90
STOTZ EQUIPMENT	Water Distribution	new pipe saw	\$1,159.99
<i>STOTZ EQUIPMENT - Total For Water Distribution</i>			<i>\$1,619.88</i>
<b>STOTZ EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$1,619.88</b>

**Subway 11632**

Subway 11632	Fire-EMS Administration	Food for crews working the Trump Rally	\$9.29
<i>Subway 11632 - Total For Fire-EMS Administration</i>			<i>\$9.29</i>
<b>Subway 11632 - ALL DEPARTMENTS</b>			<b>\$9.29</b>

**SUMMIT ELECTRIC LLC.**

SUMMIT ELECTRIC LLC.	Refuse - Residential	Install conduit & set new garage door button	\$1,159.07
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Residential</i>			<i>\$1,159.07</i>
SUMMIT ELECTRIC LLC.	Risk Management	Replace wiring, receptacles, switch & fixtures	\$2,627.02
<i>SUMMIT ELECTRIC LLC. - Total For Risk Management</i>			<i>\$2,627.02</i>
<b>SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS</b>			<b>\$3,786.09</b>

**SUMMIT FIRE AND SECU**

SUMMIT FIRE AND SECU	Fire-EMS Operations	Recharge F1 fire extinguisher after burn off	\$101.00
<i>SUMMIT FIRE AND SECU - Total For Fire-EMS Operations</i>			<i>\$101.00</i>
<b>SUMMIT FIRE AND SECU - ALL DEPARTMENTS</b>			<b>\$101.00</b>

**SUPER FOODS GAS**

SUPER FOODS GAS	Police Career Services	AUTOMATED FUEL DISPENSERS	\$39.89
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<i>SUPER FOODS GAS - Total For Police Career Services</i>			\$39.89
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<b>SUPER FOODS GAS - ALL DEPARTMENTS</b>			<b>\$39.89</b>
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## **SUTHERLANDS 2219**

SUTHERLANDS 2219	Buildings & Structures Fund	Supplies to install grid ceiling at Sedar Conce	\$7.79
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<i>SUTHERLANDS 2219 - Total For Buildings &amp; Structures Fund</i>			\$7.79
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SUTHERLANDS 2219	Police Traffic Enforcement	LUMBER AND BUILDING MATERIALS STORES	\$26.99
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<i>SUTHERLANDS 2219 - Total For Police Traffic Enforcement</i>			\$26.99
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<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$34.78</b>
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## **TACO JOHNS 9405**

TACO JOHNS 9405	Risk Management	FAST FOOD RESTAURANTS	\$106.20
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<i>TACO JOHNS 9405 - Total For Risk Management</i>			\$106.20
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<b>TACO JOHNS 9405 - ALL DEPARTMENTS</b>			<b>\$106.20</b>
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## **TARGET**

TARGET	Rec Center - Operations	Return of items purchased for Dance Recital	(\$28.00)
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TARGET	Rec Center - Operations	Dance Recital purchase for supplies and cost	\$168.00
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<i>TARGET - Total For Rec Center - Operations</i>			\$140.00
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<b>TARGET - ALL DEPARTMENTS</b>			<b>\$140.00</b>
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## **TERMINIX OF WYOMING**

TERMINIX OF WYOMING	Golf - Operations	DISINFECTING AND EXTERMINATING SERVIC	\$45.00
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<i>TERMINIX OF WYOMING - Total For Golf - Operations</i>			\$45.00
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<b>TERMINIX OF WYOMING - ALL DEPARTMENTS</b>			<b>\$45.00</b>
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## **TEST GAUGE INC CO**

TEST GAUGE INC CO	Parks - Parks Maint.	Replacement hoses for backflow test kit	\$92.73
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<i>TEST GAUGE INC CO - Total For Parks - Parks Maint.</i>			\$92.73
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<b>TEST GAUGE INC CO - ALL DEPARTMENTS</b>			<b>\$92.73</b>
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## THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Service, dismounting tires, mileage/fuel surc	\$233.58
<i>THE GOODYEAR TIRE &amp; - Total For Fleet Maintenance Fund</i>			<i>\$233.58</i>
THE GOODYEAR TIRE &	Refuse - Residential	Tires, valve stems, etc	\$1,932.50
<i>THE GOODYEAR TIRE &amp; - Total For Refuse - Residential</i>			<i>\$1,932.50</i>
<b>THE GOODYEAR TIRE &amp; - ALL DEPARTMENTS</b>			<b>\$2,166.08</b>

## THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Stucco repair supplies for Ft. Caspar - Home	\$35.96
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$35.96</i>
THE HOME DEPOT	Cemetery	PLANTS FOR SPECIAL AREAS	\$357.52
<i>THE HOME DEPOT - Total For Cemetery</i>			<i>\$357.52</i>
THE HOME DEPOT	Fire-EMS Operations	Cleaning supplies for annual CTT test	\$10.37
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$10.37</i>
THE HOME DEPOT	Golf - Operations	8 packs of Geranium and marigolds	\$208.71
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$208.71</i>
THE HOME DEPOT	Hogadon - Operations	Shop supplies	\$79.90
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$79.90</i>
THE HOME DEPOT	Ice Arena - Operations	Sitkaflex for Lockerroom Floor	\$54.29
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$54.29</i>
THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$119.96
<i>THE HOME DEPOT - Total For Metro Animal Shelter</i>			<i>\$119.96</i>
THE HOME DEPOT	Parks - Parks Maint.	HOME DEPOT ANNUALS FOR SUSIE MCMUR	\$377.76
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$377.76</i>
THE HOME DEPOT	Parks - Special Areas	HOME DEPOT PLANTS FOR SPEC AREAS	\$267.12
THE HOME DEPOT	Parks - Special Areas	NEW BLOWER AND MASK FOR SAFETY FOR S	\$228.98
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			<i>\$496.10</i>
THE HOME DEPOT	Police Grants Fund	HOME SUPPLY WAREHOUSE STORES	\$83.61
THE HOME DEPOT	Police Grants Fund	HOME SUPPLY WAREHOUSE STORES	\$29.94
<i>THE HOME DEPOT - Total For Police Grants Fund</i>			<i>\$113.55</i>
THE HOME DEPOT	Police Traffic Enforcement	HOME SUPPLY WAREHOUSE STORES	\$104.00
THE HOME DEPOT	Police Traffic Enforcement	HOME SUPPLY WAREHOUSE STORES	\$25.08
<i>THE HOME DEPOT - Total For Police Traffic Enforcement</i>			<i>\$129.08</i>
THE HOME DEPOT	Rec Center - Sports Programs	Sander Disc. for Tennis Courts	\$29.94

THE HOME DEPOT	Rec Center - Sports Programs	Misc. Athletic Field Supplies	\$96.85
THE HOME DEPOT	Rec Center - Sports Programs	Hinge for batter box template	\$7.96
THE HOME DEPOT	Rec Center - Sports Programs	Weed Eater Parts	\$73.32
THE HOME DEPOT	Rec Center - Sports Programs	2x4 for nail drags	\$107.84
THE HOME DEPOT	Rec Center - Sports Programs	Zip Ties	\$34.00
<i>THE HOME DEPOT - Total For Rec Center - Sports Programs</i>			<i>\$349.91</i>
THE HOME DEPOT	Traffic Control	Traffic signal cabinet filters	\$119.52
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$119.52</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$2,452.63</b>

## THE ROYAL INN

THE ROYAL INN	Police Federal Grants	LODGING, HOTELS, MOTELS, RESORTS	\$79.98
<i>THE ROYAL INN - Total For Police Federal Grants</i>			<i>\$79.98</i>
<b>THE ROYAL INN - ALL DEPARTMENTS</b>			<b>\$79.98</b>

## THE WASH LLC

THE WASH LLC	Police Administration	Car wash	\$41.16
<i>THE WASH LLC - Total For Police Administration</i>			<i>\$41.16</i>
<b>THE WASH LLC - ALL DEPARTMENTS</b>			<b>\$41.16</b>

## TIM BRUNK

TIM BRUNK	General Fund Revenue	Coin / stamp sets	\$224.40
<i>TIM BRUNK - Total For General Fund Revenue</i>			<i>\$224.40</i>
<b>TIM BRUNK - ALL DEPARTMENTS</b>			<b>\$224.40</b>

## TLO TRANSUNION

TLO TRANSUNION	Police Investigations	COMPUTER AND DATA PROCESSING SERVICE	\$28.10
<i>TLO TRANSUNION - Total For Police Investigations</i>			<i>\$28.10</i>
<b>TLO TRANSUNION - ALL DEPARTMENTS</b>			<b>\$28.10</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	Copy charge - May 2022	\$150.99
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<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$150.99</i>
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy charge - May 2022	\$68.75
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			<i>\$68.75</i>
TOP OFFICE PRODUCTS	Municipal Court	Copy charge - May 2022	\$74.10
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$74.10</i>
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy charge - May 2022	\$68.75
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$68.75</i>
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy charge - May 2022	\$110.79
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			<i>\$110.79</i>
TOP OFFICE PRODUCTS	Streets	Copy charge - May 2022	\$68.75
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$68.75</i>
TOP OFFICE PRODUCTS	Water Distribution	Copy charge - May 2022	\$80.84
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$80.84</i>
TOP OFFICE PRODUCTS	WWTP Operations	Copy charge - May 2022	\$94.90
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			<i>\$94.90</i>
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$717.87</b>

## **TORRINGTON SOD FARM**

TORRINGTON SOD FARM	Cemetery	NEW SOD NEW GRAVES MEMORIAL WEEK A	\$667.50
<i>TORRINGTON SOD FARM - Total For Cemetery</i>			<i>\$667.50</i>
<b>TORRINGTON SOD FARM - ALL DEPARTMENTS</b>			<b>\$667.50</b>

## **TOWNSQUARE MEDIA, IN**

TOWNSQUARE MEDIA, IN	City Manager	Refund - Overcharged for Specific Purpose a	(\$165.90)
<i>TOWNSQUARE MEDIA, IN - Total For City Manager</i>			<i>(\$165.90)</i>
TOWNSQUARE MEDIA, IN	Golf - Operations	ADVERTISING SERVICES	\$500.00
<i>TOWNSQUARE MEDIA, IN - Total For Golf - Operations</i>			<i>\$500.00</i>
TOWNSQUARE MEDIA, IN	Sewer Stormwater	ADVERTISING SERVICES	\$1,550.00
<i>TOWNSQUARE MEDIA, IN - Total For Sewer Stormwater</i>			<i>\$1,550.00</i>
<b>TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS</b>			<b>\$1,884.10</b>

## **TRACTOR SUPPLY CO**

TRACTOR SUPPLY CO	Police Traffic Enforcement	MISCELLANEOUS AUTOMOTIVE DEALERS	\$33.58
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<i>TRACTOR SUPPLY CO - Total For Police Traffic Enforcement</i>			\$33.58
TRACTOR SUPPLY CO	Water Distribution	WEEDEATER STRING	\$29.98
<i>TRACTOR SUPPLY CO - Total For Water Distribution</i>			\$29.98
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$63.56</b>

## TRAINING LLC

TRAINING LLC	Public Transit - Operations	Developing Conflict Competent Leaders- Tra	\$150.00
<i>TRAINING LLC - Total For Public Transit - Operations</i>			\$150.00
<b>TRAINING LLC - ALL DEPARTMENTS</b>			<b>\$150.00</b>

## TRANSUNION RISK AND

TRANSUNION RISK AND	Police Investigations	Acct #220805 / Stmt ID #220805-202205-1	\$183.80
<i>TRANSUNION RISK AND - Total For Police Investigations</i>			\$183.80
<b>TRANSUNION RISK AND - ALL DEPARTMENTS</b>			<b>\$183.80</b>

## TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Used antifreeze	\$736.50
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion &amp; Special</i>			\$736.50
<b>TRI STATE OIL RECLAI - ALL DEPARTMENTS</b>			<b>\$736.50</b>

## TRUMP HTL LAS VEGAS

TRUMP HTL LAS VEGAS	Balefill - Disposal & Landfill	HOTEL for National Solid Waste Conference	\$119.04
<i>TRUMP HTL LAS VEGAS - Total For Balefill - Disposal &amp; Landfill</i>			\$119.04
<b>TRUMP HTL LAS VEGAS - ALL DEPARTMENTS</b>			<b>\$119.04</b>

## TST WYOMING RIB

TST WYOMING RIB	Fire-EMS Training	Meal while attending MLPI class in Sheridan	\$24.32
<i>TST WYOMING RIB - Total For Fire-EMS Training</i>			\$24.32
<b>TST WYOMING RIB - ALL DEPARTMENTS</b>			<b>\$24.32</b>

## UBER TRIP

UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	\$67.99
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	\$7.52
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES	\$11.30
<i>UBER TRIP - Total For Police Career Services</i>			<i>\$86.81</i>
UBER TRIP	Risk Management	TAXICABS/LIMOUSINES	\$21.37
UBER TRIP	Risk Management	TAXICABS/LIMOUSINES	\$20.05
UBER TRIP	Risk Management	TAXICABS/LIMOUSINES	\$5.01
UBER TRIP	Risk Management	TAXICABS/LIMOUSINES	\$4.27
<i>UBER TRIP - Total For Risk Management</i>			<i>\$50.70</i>
<b>UBER TRIP - ALL DEPARTMENTS</b>			<b>\$137.51</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Metro Animal Control	Uniform supplies	\$4,594.14
<i>UNIFORMS 2 GEAR - Total For Metro Animal Control</i>			<i>\$4,594.14</i>
UNIFORMS 2 GEAR	Police Administration	Uniform supplies	\$685.63
<i>UNIFORMS 2 GEAR - Total For Police Administration</i>			<i>\$685.63</i>
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$200.00
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$58.61
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$258.61</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$5,538.38</b>

## UNITED 0161588103

UNITED 0161588103	Risk Management	UNITED AIRLINES	\$30.00
<i>UNITED 0161588103 - Total For Risk Management</i>			<i>\$30.00</i>
<b>UNITED 0161588103 - ALL DEPARTMENTS</b>			<b>\$30.00</b>

## UNITED 0162411610

UNITED 0162411610	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$1,165.20
UNITED 0162411610	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$1,165.20
<i>UNITED 0162411610 - Total For Fire-EMS Training</i>			<i>\$2,330.40</i>
<b>UNITED 0162411610 - ALL DEPARTMENTS</b>			<b>\$2,330.40</b>

## UNITED 0162413847

UNITED	0162413847	Risk Management	UNITED AIRLINES	\$155.00
<i>UNITED 0162413847 - Total For Risk Management</i>				<i>\$155.00</i>
<b>UNITED 0162413847 - ALL DEPARTMENTS</b>				<b>\$155.00</b>

**UNITED 0167752273**

UNITED	0167752273	Information Services	MS-ISAC Conference flight	\$1,639.41
UNITED	0167752273	Information Services	UNITED AIRLINES	\$1,639.41
<i>UNITED 0167752273 - Total For Information Services</i>				<i>\$3,278.82</i>
<b>UNITED 0167752273 - ALL DEPARTMENTS</b>				<b>\$3,278.82</b>

**UNITED 0169990903**

UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$57.00
UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$27.00
UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$27.00
UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$69.00
UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$54.00
UNITED	0169990903	Fire-EMS Training	Airfair and fees for flight to Mid-Point inspec	\$67.00
<i>UNITED 0169990903 - Total For Fire-EMS Training</i>				<i>\$301.00</i>
<b>UNITED 0169990903 - ALL DEPARTMENTS</b>				<b>\$301.00</b>

**UNITED 0169992596**

UNITED	0169992596	Police Career Services	UNITED AIRLINES	\$35.00
<i>UNITED 0169992596 - Total For Police Career Services</i>				<i>\$35.00</i>
<b>UNITED 0169992596 - ALL DEPARTMENTS</b>				<b>\$35.00</b>

**UNITED 0169992599**

UNITED	0169992599	Police Career Services	UNITED AIRLINES	\$35.00
<i>UNITED 0169992599 - Total For Police Career Services</i>				<i>\$35.00</i>
<b>UNITED 0169992599 - ALL DEPARTMENTS</b>				<b>\$35.00</b>

**UNITED WAY OF NATRON**

UNITED WAY OF NATRON	Capital Projects Fund	1%#16 Funding United Way	\$946.94
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UNITED WAY OF NATRON - Total For Capital Projects Fund			\$946.94
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<b>UNITED WAY OF NATRON - ALL DEPARTMENTS</b>			<b>\$946.94</b>
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## UNIVERSITY OF WY.

UNIVERSITY OF WY.	Cemetery	Master Gardener Training Class	\$400.00
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UNIVERSITY OF WY. - Total For Cemetery			\$400.00
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<b>UNIVERSITY OF WY. - ALL DEPARTMENTS</b>			<b>\$400.00</b>
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## UPS 0000008F045W152

UPS 0000008F045W152	Regional Water Operations	Shipping for Bromate Testing - Testing	\$259.50
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UPS 0000008F045W152 - Total For Regional Water Operations			\$259.50
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<b>UPS 0000008F045W152 - ALL DEPARTMENTS</b>			<b>\$259.50</b>
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## UPS 0000008F045W192

UPS 0000008F045W192	Regional Water Operations	Shipping for Bromate Testing - Testing	\$180.17
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UPS 0000008F045W192 - Total For Regional Water Operations			\$180.17
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<b>UPS 0000008F045W192 - ALL DEPARTMENTS</b>			<b>\$180.17</b>
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## UPS 0000008F045W212

UPS 0000008F045W212	Regional Water Operations	Bromate Testing Shipping - Testing	\$183.72
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UPS 0000008F045W212 - Total For Regional Water Operations			\$183.72
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<b>UPS 0000008F045W212 - ALL DEPARTMENTS</b>			<b>\$183.72</b>
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## URGENT CARE OF CASPE

URGENT CARE OF CASPE	Police Investigations	Suspect blood draw	\$28.00
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URGENT CARE OF CASPE	Police Investigations	Suspect blood draw	\$28.00
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URGENT CARE OF CASPE - Total For Police Investigations			\$56.00
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<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$56.00</b>
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## USHOMEWARE.COM

USHOMEWARE.COM	Rec Center - Operations	Door Hardware for Front Desk	\$130.72
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USHOMEWARE.COM - Total For Rec Center - Operations \$130.72

**USHOMEWARE.COM - ALL DEPARTMENTS \$130.72**

### USPS PO 5715580478

USPS PO 5715580478 Public Transit - Operations POSTAGE STAMPS \$58.00

USPS PO 5715580478 - Total For Public Transit - Operations \$58.00

**USPS PO 5715580478 - ALL DEPARTMENTS \$58.00**

### USPS PO 5715580945

USPS PO 5715580945 Water Administration Certified Mail - CWSRF127 Interest Payment \$7.38

USPS PO 5715580945 - Total For Water Administration \$7.38

**USPS PO 5715580945 - ALL DEPARTMENTS \$7.38**

### USPS.COM POSTAL STOR

USPS.COM POSTAL STOR Code Enforcement POSTAGE STAMPS \$435.20

USPS.COM POSTAL STOR - Total For Code Enforcement \$435.20

**USPS.COM POSTAL STOR - ALL DEPARTMENTS \$435.20**

### VCN NATRONAREALESTAT

VCN NATRONAREALESTAT Planning GOVERNMENT SERVICES NOT ELSEWHERE CL \$144.37

VCN NATRONAREALESTAT Planning GOVERNMENT SERVICES NOT ELSEWHERE CL \$77.50

VCN NATRONAREALESTAT - Total For Planning \$221.87

**VCN NATRONAREALESTAT - ALL DEPARTMENTS \$221.87**

### VERIZON WIRELESS

VERIZON WIRELESS Balefill - Disposal & Landfill Acct #642199740-00001 \$40.01

VERIZON WIRELESS - Total For Balefill - Disposal & Landfill \$40.01

VERIZON WIRELESS Buildings & Structures Fund Acct #442124121-0001 (\$40.01)

VERIZON WIRELESS - Total For Buildings & Structures Fund (\$40.01)

VERIZON WIRELESS Parks - Parks Maint. Acct #342080735-00001 \$351.09

VERIZON WIRELESS - Total For Parks - Parks Maint. \$351.09

VERIZON WIRELESS Public Safety Communication Acct #465552982-00010 \$80.02



VERIZON WIRELESS	Public Safety Communication Acct #771153835-00001		\$138.52
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			\$218.54
VERIZON WIRELESS	Sewer Wastewater Collection Acct #742239432-00002		\$73.85
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			\$73.85
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$66.03
<i>VERIZON WIRELESS - Total For Streets</i>			\$66.03
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$275.92
<i>VERIZON WIRELESS - Total For Water Distribution</i>			\$275.92
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$146.24
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			\$146.24
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$1,131.67</b>

## VIBRALIGN, INC.

VIBRALIGN, INC.	WWTP Operations	VIBRATION TOOL CALIBRATION	\$1,143.78
<i>VIBRALIGN, INC. - Total For WWTP Operations</i>			\$1,143.78
<b>VIBRALIGN, INC. - ALL DEPARTMENTS</b>			<b>\$1,143.78</b>

## VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File destruction fee	\$88.20
<i>VRC COMPANIES LLC - Total For Human Resources</i>			\$88.20
VRC COMPANIES LLC	Municipal Court	File destruction service	\$55.13
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			\$55.13
VRC COMPANIES LLC	Police Administration	File destruction fee	\$158.76
<i>VRC COMPANIES LLC - Total For Police Administration</i>			\$158.76
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$302.09</b>

## WAL-MART #1617

WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$22.26
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$36.60
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			\$58.86
WAL-MART #1617	Police Administration	GROCERY STORES, SUPERMARKETS	\$93.00
<i>WAL-MART #1617 - Total For Police Administration</i>			\$93.00
WAL-MART #1617	Rec Center - Operations	Dance Recital Costumes and Supplies	\$66.38

<i>WAL-MART #1617 - Total For Rec Center - Operations</i>			\$66.38
WAL-MART #1617	WWTP Operations	BUG REPELLENT, SUNSCREEN	\$44.58
<i>WAL-MART #1617 - Total For WWTP Operations</i>			\$44.58
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$262.82</b>

## WAL-MART #3778

WAL-MART #3778	Rec Center - Classes	Dance Recital Costumes and Supplies	\$3.16
<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			\$3.16
WAL-MART #3778	Rec Center - Operations	Dance Recital Costumes and Supplies	\$124.69
<i>WAL-MART #3778 - Total For Rec Center - Operations</i>			\$124.69
WAL-MART #3778	Regional Water Operations	Other Materials & Supplies - Utensils for Boa	\$113.61
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			\$113.61
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$241.46</b>

## WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Water usage	\$35.95
<i>WARDWELL WATER &amp; SEW - Total For RWS - Booster Stations</i>			\$35.95
<b>WARDWELL WATER &amp; SEW - ALL DEPARTMENTS</b>			<b>\$35.95</b>

## WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Wastewater Collection two replacement pumps for Izaak Walton lift		\$19,742.00
<i>WATER TECHNOLOGY GRO - Total For Sewer Wastewater Collection</i>			\$19,742.00
<b>WATER TECHNOLOGY GRO - ALL DEPARTMENTS</b>			<b>\$19,742.00</b>

## WEAR PARTS INC

WEAR PARTS INC	WWTP Operations	ROLL-OFF ROLLER SPACERS	\$75.14
<i>WEAR PARTS INC - Total For WWTP Operations</i>			\$75.14
<b>WEAR PARTS INC - ALL DEPARTMENTS</b>			<b>\$75.14</b>

## WEBER STATE UNIVERSI

WEBER STATE UNIVERSI	Parks - Parks Maint.	OSHA 3015 Excavation/Trenching/Soil Mech	\$618.96
<i>WEBER STATE UNIVERSI - Total For Parks - Parks Maint.</i>			\$618.96

WEBER STATE UNIVERSI	Sewer Wastewater Collection	OSHA 3015 Excavation/Trenching/Soil Mech	\$1,856.88
<i>WEBER STATE UNIVERSI - Total For Sewer Wastewater Collection</i>			<i>\$1,856.88</i>
WEBER STATE UNIVERSI	Water Distribution	OSHA 3015 Excavation/Trenching/Soil Mech	\$1,951.68
<i>WEBER STATE UNIVERSI - Total For Water Distribution</i>			<i>\$1,951.68</i>
WEBER STATE UNIVERSI	Water Meters	OSHA 3015 Excavation/Trenching/Soil Mech	\$1,547.48
<i>WEBER STATE UNIVERSI - Total For Water Meters</i>			<i>\$1,547.48</i>
WEBER STATE UNIVERSI	Water Tanks	OSHA 3015 Excavation/Trenching/Soil Mech	\$3,000.00
<i>WEBER STATE UNIVERSI - Total For Water Tanks</i>			<i>\$3,000.00</i>
<b>WEBER STATE UNIVERSI - ALL DEPARTMENTS</b>			<b>\$8,975.00</b>

## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Disposal & Landfill	Solid Waste Thermal and Electr	\$4,050.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4,050.00</i>
<b>WEST PLAINS ENGINEER - ALL DEPARTMENTS</b>			<b>\$4,050.00</b>

## WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$144.68
WEST PUBLISHING CORP	City Attorney	Online/software subscription	\$848.74
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$993.42</i>
<b>WEST PUBLISHING CORP - ALL DEPARTMENTS</b>			<b>\$993.42</b>

## WESTERN ENGRAVERS SU

WESTERN ENGRAVERS SU	Metro Animal Shelter	HARDWARE EQUIPMENT AND SUPPLIES	\$224.33
<i>WESTERN ENGRAVERS SU - Total For Metro Animal Shelter</i>			<i>\$224.33</i>
<b>WESTERN ENGRAVERS SU - ALL DEPARTMENTS</b>			<b>\$224.33</b>

## WESTERN MEDICAL ASSO

WESTERN MEDICAL ASSO	Fire-EMS Training	Employee physical exams	\$6,625.00
<i>WESTERN MEDICAL ASSO - Total For Fire-EMS Training</i>			<i>\$6,625.00</i>
<b>WESTERN MEDICAL ASSO - ALL DEPARTMENTS</b>			<b>\$6,625.00</b>

## WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	BAS Shop Supplies - Western Wyo Lock	\$5.00
<i>WESTERN WYOMING LOCK - Total For Buildings &amp; Structures Fund</i>			<i>\$5.00</i>
<b>WESTERN WYOMING LOCK - ALL DEPARTMENTS</b>			<b>\$5.00</b>

## WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer revenue/Admin fee/20	(\$390.90)
WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer revenue/Admin fee/20	\$3,909.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,518.10</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Monthly retail sewer revenue/Admin fee/20	(\$1,508.89)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,508.89)</i>
<b>WESTLAND PARK-RED BU - ALL DEPARTMENTS</b>			<b>\$2,009.21</b>

## Wired

Wired	Buildings & Structures Fund	Troubleshooting breaker & replacement	\$132.50
<i>Wired - Total For Buildings &amp; Structures Fund</i>			<i>\$132.50</i>
Wired	Capital Projects Fund	Ice Arena Lighting Replacement	\$45,191.64
<i>Wired - Total For Capital Projects Fund</i>			<i>\$45,191.64</i>
<b>Wired - ALL DEPARTMENTS</b>			<b>\$45,324.14</b>

## WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Operations	American flag for the station	\$20.32
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$20.32</i>
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$146.00
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			<i>\$146.00</i>
WM SUPERCENTER	Parks - Special Areas	WALL MART FLOWER SEED SPECIAL AREAS	\$123.83
<i>WM SUPERCENTER - Total For Parks - Special Areas</i>			<i>\$123.83</i>
WM SUPERCENTER	Rec Center - Classes	Dance Recital costumes and supplies	\$30.12
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$30.12</i>
WM SUPERCENTER	Rec Center - Operations	Return of Merchandise purchased for Dance	(\$32.91)
WM SUPERCENTER	Rec Center - Operations	Return of merchandise purchased for Dance	(\$54.85)
WM SUPERCENTER	Rec Center - Operations	Dance Recital costumes and supplies	\$111.32
WM SUPERCENTER	Rec Center - Operations	Return of items purchased for Dance Recital	(\$37.44)
<i>WM SUPERCENTER - Total For Rec Center - Operations</i>			<i>(\$13.88)</i>

**WM SUPERCENTER - ALL DEPARTMENTS** \$306.39

**WORLDWIDE INDUSTRIES**

WORLDWIDE INDUSTRIES Water Tanks 2022 CPU Tank Painting \$186,859.77

*WORLDWIDE INDUSTRIES - Total For Water Tanks* \$186,859.77

**WORLDWIDE INDUSTRIES - ALL DEPARTMENTS** \$186,859.77

**WY ASSN OF MUNICIPAL**

WY ASSN OF MUNICIPAL City Council WAM Summer Conference Registration kg \$240.00

WY ASSN OF MUNICIPAL City Council WAM Summer Conference Registration le \$240.00

*WY ASSN OF MUNICIPAL - Total For City Council* \$480.00

**WY ASSN OF MUNICIPAL - ALL DEPARTMENTS** \$480.00

**WY. MACHINERY CO.**

WY. MACHINERY CO. Balefill - Disposal & Landfill MRF FORKLIFT RENTAL \$1,256.25

*WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill* \$1,256.25

**WY. MACHINERY CO. - ALL DEPARTMENTS** \$1,256.25

**WYOMING FINANCIAL PR**

WYOMING FINANCIAL PR Buildings & Structures Fund Billback for May 2022 Janitorial service \$6,025.31

*WYOMING FINANCIAL PR - Total For Buildings & Structures Fund* \$6,025.31

**WYOMING FINANCIAL PR - ALL DEPARTMENTS** \$6,025.31

**WYOMING FIRST AID &**

WYOMING FIRST AID & Police Administration First aid supplies \$54.95

*WYOMING FIRST AID & - Total For Police Administration* \$54.95

**WYOMING FIRST AID & - ALL DEPARTMENTS** \$54.95

**WYOMING POLICE SERVI**

WYOMING POLICE SERVI Police Canine Operations 2022 Membership Dues \$240.00

*WYOMING POLICE SERVI - Total For Police Canine Operations* \$240.00

**WYOMING POLICE SERVI - ALL DEPARTMENTS** \$240.00

**WYOMING STATE GOLF A**

WYOMING STATE GOLF A Golf - Operations Annual membership \$3,000.00

WYOMING STATE GOLF A Golf - Operations Annual membership \$1,530.00

*WYOMING STATE GOLF A - Total For Golf - Operations* \$4,530.00

**WYOMING STATE GOLF A - ALL DEPARTMENTS** \$4,530.00

**WYOMING STEEL & RECY**

WYOMING STEEL & RECY Balefill - Baler Processing Rolled sheet metal \$76.62

*WYOMING STEEL & RECY - Total For Balefill - Baler Processing* \$76.62

WYOMING STEEL & RECY Balefill - Diversion & Special Freon removal \$2,000.00

*WYOMING STEEL & RECY - Total For Balefill - Diversion & Special* \$2,000.00

WYOMING STEEL & RECY Refuse - Recycling Sheet metal \$124.05

*WYOMING STEEL & RECY - Total For Refuse - Recycling* \$124.05

**WYOMING STEEL & RECY - ALL DEPARTMENTS** \$2,200.67

**WYOMING STEEL RECYCL**

WYOMING STEEL RECYCL Buildings & Structures Fund Supplies to install PV Pool Pump - Wyo Steel \$106.25

*WYOMING STEEL RECYCL - Total For Buildings & Structures Fund* \$106.25

WYOMING STEEL RECYCL Water Distribution Salvage pipe for Vac \$160.00

*WYOMING STEEL RECYCL - Total For Water Distribution* \$160.00

**WYOMING STEEL RECYCL - ALL DEPARTMENTS** \$266.25

**WYOMING WATER ASSOCI**

WYOMING WATER ASSOCI Sewer Administration WY Water Assoc. Annual Membership \$135.00

*WYOMING WATER ASSOCI - Total For Sewer Administration* \$135.00

WYOMING WATER ASSOCI Water Administration WY Water Assoc. Annual Membership \$465.00

*WYOMING WATER ASSOCI - Total For Water Administration* \$465.00

**WYOMING WATER ASSOCI - ALL DEPARTMENTS** \$600.00

**XEROX CORPORATION**

XEROX CORPORATION	Regional Water Operations	Copier usage	\$295.59
<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$295.59</i>
<b>XEROX CORPORATION - ALL DEPARTMENTS</b>			<b>\$295.59</b>

**YANEZ, CARINA**

YANEZ, CARINA	Water Revenue and Transfers		\$152.60
<i>YANEZ, CARINA - Total For Water Revenue and Transfers</i>			<i>\$152.60</i>
<b>YANEZ, CARINA - ALL DEPARTMENTS</b>			<b>\$152.60</b>

**ZAK TOOL INC**

ZAK TOOL INC	Police Career Services	Key keepers	\$994.50
<i>ZAK TOOL INC - Total For Police Career Services</i>			<i>\$994.50</i>
<b>ZAK TOOL INC - ALL DEPARTMENTS</b>			<b>\$994.50</b>

**CITYWIDE BILLS AND CLAIMS TOTAL** \$2,205,736.32

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  
 06/21/22

**Additional Accounts Payable**

**06/02/22**

**Prewrits - Payroll Vendors, AP Vendor, Travel Reimbursements & Petty Cash**

American Heritage Life Insurance Company (Allstate)	4,193.04
Continental American Insurance Company (Aflac)	638.25
Economic Development Joint Powers Board	109,336.50
Cody Meyers - Travel reimbursement	700.00
Ben Baedke - Travel reimbursement	265.50
FIB - Petty Cash (Outdoor Pools)	1,600.00
Life Insurance Company of North America (Cigna)	12,858.86
NCPERS Group Life Insurance	672.00
Wyo Dept of Workforce Services	74,186.57
	204,450.72

**06/09/22**


**Prewrits - Travel Reimbursements, Petty Cash, Payroll Vendors, Sales Tax & AP Vendor**

Tiffany Elhart - Travel reimbursement	278.50
Andrea Husted - Travel reimbursement	46.21
Leslie Fritzler - Travel reimbursement	278.50
Michael Hughes - Travel reimbursement	700.00
FIB - Petty Cash (Engineering/CPU)	323.66
Life Insurance Company of North America (Cigna)	25,713.86
State of Wyo - Dept. of Revenue - Sales tax	2,268.94
State of Wyo - Office of State Lands & Invest - Loan intrest	313,836.67
State of Wyo Dept of Admin & Info - State of Wyo sponsored insurance plans	862,646.79
	1,206,093.13

**Total Additional AP \$ 1,410,543.85**



June 16, 2022

MEMO TO: J. Carter Napier, City Manager   
FROM: Pete Meyers, Management Analyst  
SUBJECT: Deeding Highland Park Tennis Courts to the Natrona County School District

Meeting Type & Date

Regular Council Meeting  
June 21, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, approve a deed to transfer 4.61-acres of Highland Park to the Natrona County School District so that the District can proceed with the development of a competitive tennis facility.

Summary

For the last year, the City of Casper and the Natrona County School District have been working toward the development of a tennis facility in the northeast corner of Highland Park. The plan involves the City deeding tennis courts, a park shelter, and a parking lot to the Natrona County School District. The School District will then redevelop this area into a ten-court tennis complex, to include bleachers and tiered seating, so that the facility would be suitable for tournament play.

Council gave initial approval to this plan at its meeting on December 21, 2021. At that time, Council held a public hearing and approved the property transfer by means of an MOU with the School District. Since that time, the District has proceeded toward final design of its facility. The final layout moves some of the tennis courts onto land that surrounds Casper Classical Academy Middle School, which is land that the District already owns. Because of this change, the City will only need to give 4.61-acres of land, which is slightly less than the 6.9-acres that the parties agreed to back in December. The District has agreed to take ownership of the existing two northern courts provided the City resurface the courts into pickleball courts. Ongoing maintenance of the courts will be the responsibility of the District.

A warranty deed with a metes and bounds legal description has been prepared for Council's review. The deed takes into account the smaller footprint, and it retains easements so that the City can continue to maintain the sewer and stormwater lines that run through the project site.

Financial Considerations

The cost to resurface the two northern courts is estimated to be \$200,000 and will be funded from the Opportunity Funds. This project is a cooperative venture between the City and the School District, and as such, no payment will be made between the parties for the deed.

Oversight/Project Responsibility

Zulima Lopez, Parks and Recreation Director

Attachments

Warranty Deed

Resolution

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other and other good and valuable consideration in hand paid, conveys and warrants to the Natrona County School District, 970 N. Glenn Rd., Casper, Wyoming 82601, as Grantee, the following described real estate situate in the County of Natrona and State of Wyoming to-wit:

The real property described and set forth on Exhibit A and Exhibit B, attached hereto, the same being incorporated herein at this point as if fully set forth.

Said parcel is subject to any and all easements, restrictive covenants, and reservations of record, and the easements shown on Exhibit B.

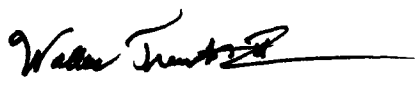
This Special Warranty Deed is also subject to the following special conditions that run with the land:

1. In the event the Grantee's responsibilities are not fully performed within four (4) years of the Effective Date of the MOU between the City and NSCD, the Property shall revert back to the City upon written demand. Should demand be made and refused, the City shall retain the right to specifically enforce the provisions of this section to enforce the reversion.

2. So long as the Property is utilized by the District as a tennis facility, open to the public as contemplated in the MOU, no reversion shall occur. However, in the event the District looks to dispose of the Property or no longer utilizes the Property as contemplated herein, the Property shall revert back to the City upon written demand. Should demand be made and refused, the City shall retain the right to specifically enforce the provisions of the MOU to enforce the reversion.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

  
\_\_\_\_\_

THE CITY OF CASPER, WYOMING,  
A WYOMING MUNICIPAL  
CORPORATION, GRANTOR:

\_\_\_\_\_  
Ray Pacheco  
Mayor

STATE OF WYOMING     )

) ss.

COUNTY OF NATRONA    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, as Grantor.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_.



EXHIBIT "A"  
HIGHLAND PARK TENNIS COMPLEX

Two parcels of land within the City of Casper's Highland Park, situate within the SE¼NE¼ of Section 10, T.33N., R.79W., City of Casper, Natrona County, Wyoming, as shown on Exhibit B, attached hereto and by this reference made a part hereof, and being more particularly described as follows:

Parcel 1:

Commencing at the northeast corner of the Frontier Middle School parcel, monumented by a brass cap and being the Point of Beginning of Parcel #1;

Thence S89°24'06"W, along the south line of Highland Park and the north line of Frontier Middle School a distance of 269.45 feet to the southwest corner of the parcel;

Thence N00°33'42"W, a distance of 467.01 feet to a point;

Thence N11°47'59"E, a distance of 148.92 feet to the northwest corner of the parcel;

Thence N89°31'17"E, a distance of 141.26 feet to a point;

Thence N00°23'34"E, a distance of 212.20 feet to a point;

Thence N89°40'35"E, a distance of 100.33 feet to the northeast corner of the parcel, located on the west line of Beverly Street;

Thence in a southeast direction along the west side of Beverly Street and a curve to the right having a radius of 500.00 feet, through a central angle of 13°24'57", a distance of 117.07 feet, with a chord bearing of S07°11'11"E, a distance of 116.81 feet to the end of curve;

Thence S00°28'43"E, along the west line of Beverly Street, a distance of 707.81 feet to a point;

Thence S89°24'06"W, a distance of 20.00 feet to the Point of Beginning.

The above described parcel contains approximately 4.57 acres (199,140.79 ft<sup>2</sup>), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel 2:

Commencing at the northwest corner of the Frontier Middle School parcel, monumented by a brass cap and being the Point of Beginning of Parcel #2;

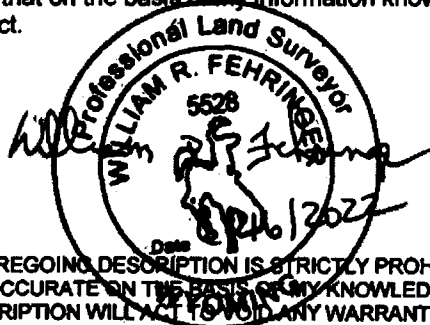
Thence S44°47'06"W, along the west line of the Frontier Middle School parcel, a distance of 82.67 feet to a point;

Thence N01°17'22"W, a distance of 58.07 feet to a point;

Thence N89°24'06"E, along the north line of the Frontier Middle School parcel extended, a distance of 59.54 feet to the Point of Beginning.

The above described parcel contains approximately 0.04 acres (1728.65 ft<sup>2</sup>), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared by me from notes taken during an actual field survey, under my direct supervision in November, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

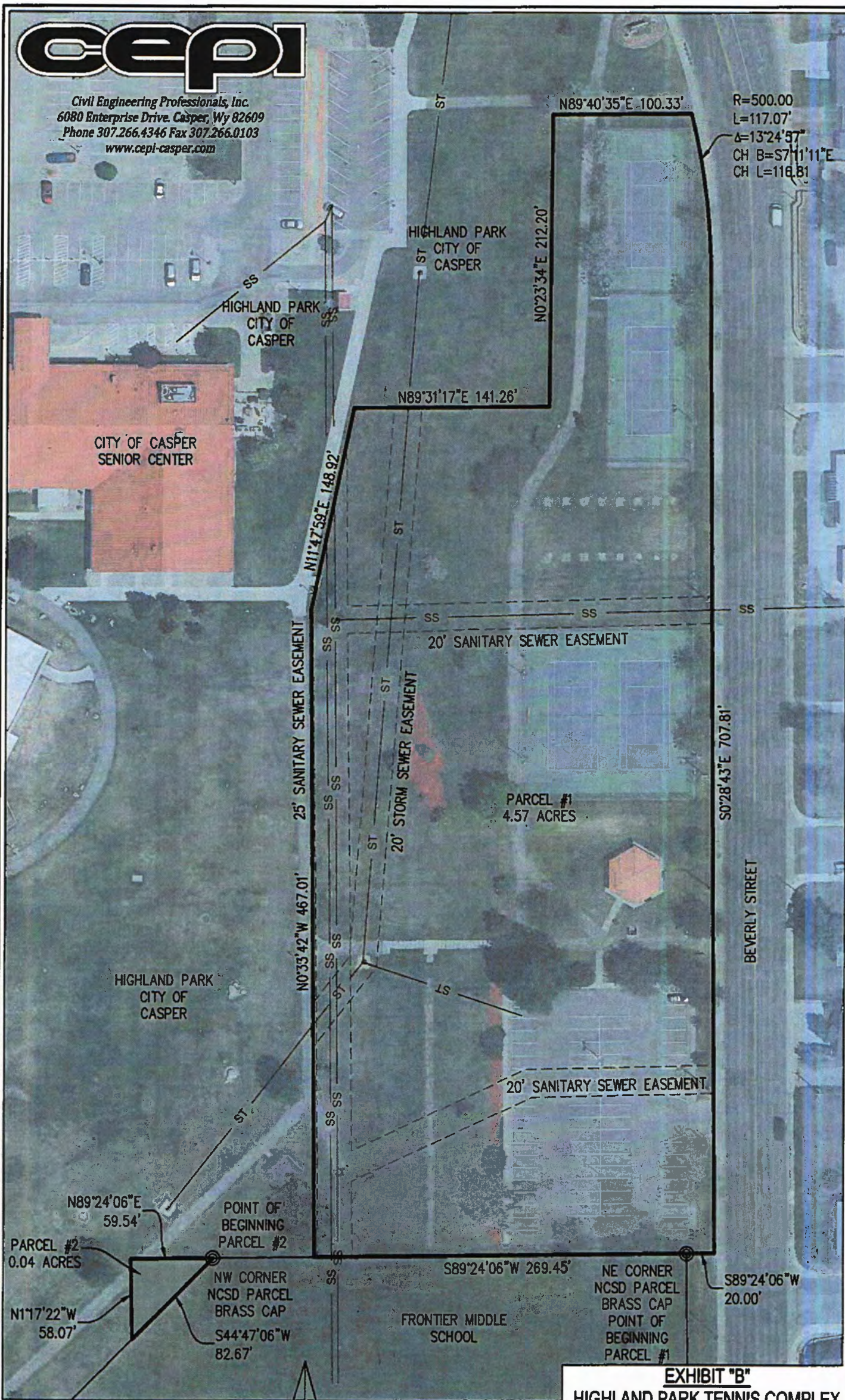


MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.





Civil Engineering Professionals, Inc.  
 6080 Enterprise Drive, Casper, WY 82609  
 Phone 307.266.4346 Fax 307.266.0103  
 www.cepi-casper.com



M:\Land 2021\Surveying\21-246 Highland Park Plat\Survey Plats\HIGHLAND PARK TENNIS COURTS-OPTION 3.dwg, 6/16/2022, Bill



**EXHIBIT "B"**  
**HIGHLAND PARK TENNIS COMPLEX**  
 SE 1/4 NE 1/4 Section 10, T.33N., R.79W.  
 City of Casper, Wyoming  
 June, 2022  
 W.O. 21-246



RESOLUTION NO. 22-95

A RESOLUTION TO EXECUTE A WARRANTY DEED WITH THE NATRONA COUNTY SCHOOL DISTRICT TO TRANSFER A PORTION OF HIGHLAND PARK, INCLUDING EXISTING TENNIS COURTS, FROM THE CITY OF CASPER TO THE NATRONA COUNTY SCHOOL DISTRICT.

WHEREAS, the Natrona County School District has expressed a desire for a tennis facility that would be suitable for student practice and competition; and

WHEREAS, Highland Park, which is owned by the City, is already equipped with public tennis courts and an associated parking lot; and

WHEREAS, the Natrona County School District has offered to redevelop the existing tennis courts into a competition-level facility that would include additional courts and spectator areas; and

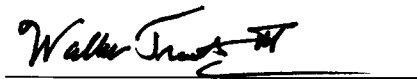
WHEREAS, the Natrona County School District is committed to managing this facility in a manner that would allow it to continue its existence as a venue that is generally available to the tennis playing public; and

WHEREAS, the Natrona County School District would need to own these courts and the associated parking lot so that it could pursue the reconstruction of this facility.

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 Special Warranty Deed to transfer of a portion of Highland Park from the City to the School District so that the land in question can be developed into a competitive tennis facility.

PASSED, APPROVED, AND ADOPTED this 21st day of June, 2022.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 16, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Jill Johnson, Financial Services Director *JJ*  
Nicholas Gassman, Accounting Supervisor *NJG*  
SUBJECT: Third Amendment to the Fiscal Year 2022 Budget

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action Type**

Public Hearing  
Resolution

**Recommendation**

That Council, by Resolution, authorize an amendment to the Fiscal Year 2022 Budget.

**Summary**

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

**Financial Considerations**

Total net impact (after application of unanticipated revenues and transfers) to various funds is \$8,477,742 shown as follows:

General Fund	\$	40,439
Opportunity Fund	(\$	5,500)
Perpetual Care Fund:	\$	25,780
Local Assessment District Fund:	(\$	200)
Metro Fund:	(\$	300)
River Fund:	(\$	53,000)
CARES Fund:	(\$	8,194,712)
CDBG Fund:	(\$	21,223)
Capital Fund:	(\$	445,490)
Water Fund:	(\$	414,500)
Sewer Fund:	(\$	21,000)
WWTP Fund:	(\$	2,653)
Refuse Fund:	\$	878,000
Balefill Fund:	(\$	103,400)
Ice Arena Fund:	(\$	4,982)
Recreation Fund:	(\$	22,031)
Event Center Fund:	\$	3,030



Fleet Maint. Fund:	\$	29,000
Employee Health Insurance Fund:	(\$	3,000)
Property and Liability Insurance Fund:	(\$	162,000)

**Oversight/Project Responsibility**

Jill Johnson, Financial Services Director

**Attachments**

Budget Amendment #3 Resolution

Budget Amendment Detail

**RESOLUTION NO. 22-96**

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022					
(THIRD AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)					
Section 1. The originally adopted Fiscal Year 2022 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution.					
		Current Budget As amended	Amendment BA #3	Total Budget As Amended	Amendment #3 Funding Source(s)
<b>General Fund Revenues &amp; Other Financing Sources</b>					
Taxes	101	4,405,770		4,405,770	
Licenses & Permits	101	6,082,900		6,082,900	
Intergovernmental	101	32,413,246	5,000	32,418,246	Grant reimbursement
Fines and Forfeits	101	1,040,000		1,040,000	
Charges for Services	101	4,282,602	74,288	4,356,890	Increased charges to customers, Business Center Rent
Interest	101	254,068		254,068	
Miscellaneous	101	846,486	10,000	856,486	Donation for Fireworks
Operating Transfers	101	202,830	26,631	229,461	Transfer in from CDBG and CARES Funds
<b>Total GF Revenues and Other Sources</b>	<b>101</b>	<b>49,527,902</b>	<b>115,919</b>	<b>49,643,821</b>	
<b>General Fund Expenditures &amp; Other Financing Uses</b>					
Public Safety (502)	101	26,829,755	112,509	26,942,264	Fund reserves and reclassify from Gen. Gov.
Public Works (503)	101	4,009,632		4,009,632	
Health and Social Services (504)	101	1,283,358		1,283,358	
Culture and Recreation (505)	101	3,158,412		3,158,412	
General Government (501)	101	11,268,290	-37,029	11,231,261	Transfer in, customer billed, Rent, reclassify to Pub. Safety
Transfers Out	101	4,510,771		4,510,771	
<b>Total GF Activity Expenditures</b>	<b>101</b>	<b>51,060,218</b>	<b>75,480</b>	<b>51,135,698</b>	
<b>Business Type / Enterprises</b>					
Opportunities Fund	102	250,682	5,500	256,182	Fund reserves
Perpetual Care	103	1,497,928	-25,780	1,472,148	Expense reduction
Local Assessment Districts	104	187	200	387	Fund reserves
Metro Animal Shelter	105	1,376,405	300	1,376,705	Fund reserves
River Fund	106	836,955		836,955	
Care Act Fund	107	520,957	8,194,712	8,715,669	American Rescue Plan Act
Weed & Pest	110	559,582		559,582	
CDBG	111	18,531	21,223	39,754	Fund reserves
Special Fire Assistance	112	199,316	36,000	235,316	Grant funded
Revolving Land Fund	113	20,913		20,913	
Police Grants	114	411,608		411,608	
Public Transit	115	4,257,517		4,257,517	
MPO	116	2,035,486		2,035,486	
PSCC	117	2,987,776		2,987,776	
Redevelop Loan Fund	130	60,000	1,253	61,253	Expense reimbursed
Capital Projects	150	32,678,046	445,490	33,123,536	Fund reserves and One Cent 16
Water	201	21,106,790	414,500	21,521,290	Fund reserves
CWR Water System	202	3,514,025	270,000	3,784,025	Reimbursement from Central Wy. Regional Water
Sewer	203	9,719,750	21,000	9,740,750	Fund reserves
WWTP	204	16,616,275	2,653	16,618,928	
Refuse Collection	205	9,851,046	-878,000	8,973,046	Expense reduction
Balefill	206	16,426,596	103,400	16,529,996	Fund reserves
Aquatics	221	1,122,440		1,122,440	
Golf Course	222	931,200		931,200	
Ice Arena	223	563,711	23,095	586,806	Fund reserves and increased revenue
Casper Recreation Center	224	1,511,622	22,031	1,533,653	Fund reserves
Hogadon	225	990,151		990,151	
Casper Events Center	226	1,034,040	74,135	1,108,175	Grant funded and reimbursement
Parking	227	186,524		186,524	
Fleet Maintenance	251	3,283,014	550,000	3,833,014	Interfund charges
Buildings & Structures	252	1,006,482		1,006,482	
Employee Health Insurance	253	422,109	3,000	425,109	Fund reserves
Property and Liability Insurance	254	2,340,546	322,000	2,662,546	Fund reserves and insurance reimbursements
<b>Total Gov Activities &amp; Business Expenditures</b>		<b>189,398,429</b>	<b>9,682,192</b>	<b>199,080,621</b>	

Be it resolved by the Governing Body of the City of Casper that it hereby approves and adopts this "3rd Amendment" to the fiscal year 2021-22 original adopted budget.

Passed this 21st June, 2022  
(Day)


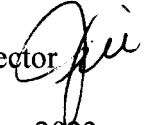
APPROVED AS TO FORM:



ATTEST:

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

June 2, 2022

MEMO TO: J. Carter Napier, City Manager   
FROM: Jill Johnson, Financial Services Director   
SUBJECT: City of Casper Budget for Fiscal Year 2023

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Public Hearing  
Resolution

**Recommendation**

That Council, by resolution, adopt the proposed City of Casper municipal budget for Fiscal Year 2023.

**Summary**

Wyoming State Statute 16-4-103 requires municipalities to adopt an annual budget. A public hearing must be held to receive public input on a proposed budget, and the hearing must occur on the third Tuesday in June. A final budget must be adopted by the City Council within twenty-four hours of that hearing.

City staff began working on the proposed FY 2023 budget in December 2021. A summary of the proposed budget was presented at a Council Work Session on May 10, 2022, followed by budget discussion session on May 31<sup>st</sup>. A proposed summary budget was entered into the minutes of the Regular Council Meeting on June 7<sup>th</sup>.

**Financial Considerations**

The budget that is being proposed for adoption includes total citywide expenditure authority of \$165,930,287 and a total expected revenue of \$159,995,993. 24.8% (\$41,217,762) of expenditures are to be invested in capital.

The General Fund exclusively includes expenditure authority of \$51,926,377 and a total expected revenue of \$51,926,377.

**Oversight/Project Responsibility**

Jill Johnson, Financial Services Director

**Attachments**

Resolution

**RESOLUTION NO. 22-97**

**A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING,  
FOR THE FISCAL YEAR OF JULY 1, 2022, TO JUNE 30, 2023**

**Be it Resolved by the Governing Body of the City of Casper, Wyoming, that, following notice published June 12, 2022, and the public hearing held June 21, 2022, the official City Budget for the Fiscal Year ending June 30, 2023, is adopted as follows:**

	Adopted Appropriation			
<b>General Fund Revenues &amp; Other Financing Sources</b>				
Taxes	101	5,368,052		
Licenses & Permits	101	5,845,236		
Intergovernmental	101	33,877,454		
Fines and Forfeits	101	1,285,000		
Charges for Services	101	4,443,110		
Interest	101	230,452		
Miscellaneous	101	875,839		
Operating Transfers	101	1,234		
<b>Total GF Revenues and Other Sources</b>	<b>101</b>	<b>51,926,377</b>		
<b>General Fund Expenditures &amp; Other Financing Uses</b>				
Public Safety	101	27,166,423		
Public Works	101	4,244,733		
Health and Social Services	101	1,329,400		
Culture and Recreation	101	3,505,919		
General Government	101	10,819,066		
Transfers Out	101	4,860,836		
<b>Total GF Activity Expenditures</b>	<b>101</b>	<b>51,926,377</b>		
<b>Business Type / Enterprises</b>				
Opportunities Fund	102	1,189,512		
Perpetual Care	103	330,736		
Local Assessment Districts	104	124,912		
Metro Animal Shelter	105	1,647,955		
River Fund	106	6,873,510		
Cares Act	107	0		
Weed & Pest	110	725,615		
CDBG	111	0		
Special Fire Assistance	112	310,911		
Revolving Land Fund	113	690,150		
Police Grants	114	222,509		
Transit	115	3,258,798		
MPO	116	1,439,416		
PSCC	117	2,824,562		
Redevelop Loan Fund	130	63,157		
Capital Projects	150	26,625,600		
Water	201	16,694,218		
CWR Water System	202	3,830,789		
Sewer	203	8,044,584		
WWTP	204	7,438,806		
Refuse Collection	205	9,720,097		
Balefill	206	8,161,755		
Aquatics	221	1,224,376		
Golf Course	222	1,070,907		
Ice Arena	223	595,453		
Casper Recreation Center	224	1,217,324		
Hogadon	225	1,015,949		
Ford Wyoming Center	226	992,219		
Parking	227	48,729		
Fleet Maintenance	251	3,417,927		
Buildings & Structures	252	1,541,399		
Employee Health Insurance	253	417,324		
Property and Liability Insurance	254	2,244,711		
<b>Total Gov Activities &amp; Business Expenditures</b>		<b>165,930,287</b>		

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

Ray Pacheco  
Mayor

June 3, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner  
SUBJECT: Ordinance approving a vacation, replat, subdivision agreement and zone change for the Eagle Valley Addition No. 2

Meeting Type & Date:

Regular Council Meeting, June 21, 2022

Action Type:

Public hearing and first reading on an Ordinance

Recommendation:

That Council, by Ordinance approve 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 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.

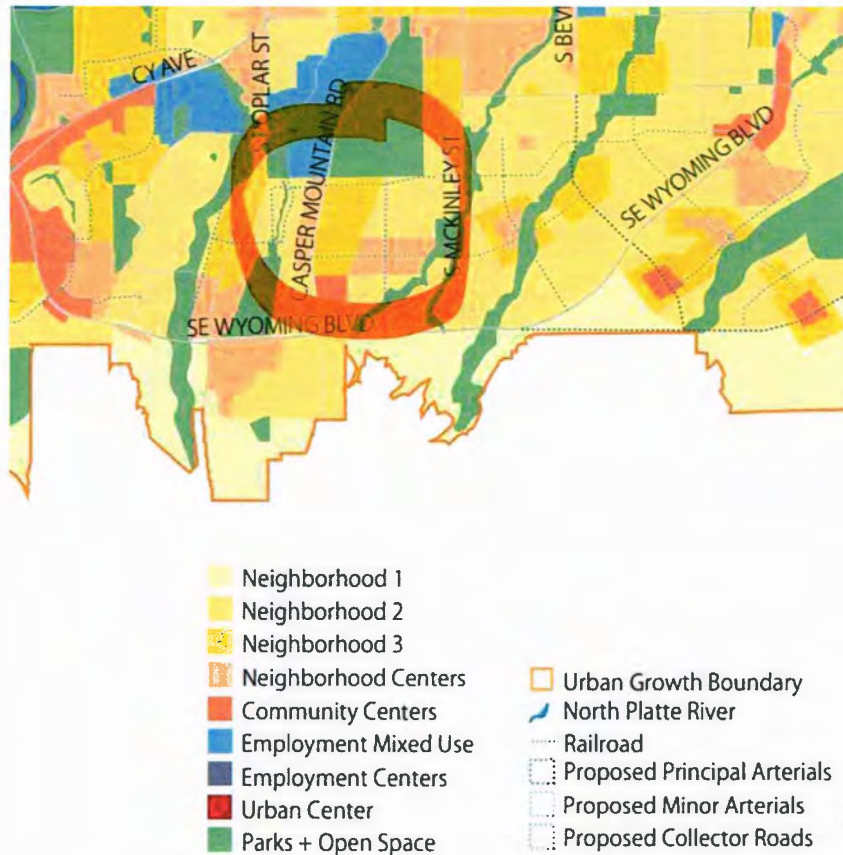


Figure 1 - FUTURE LAND USE PLAN MAP – (Page 4-26 of Comprehensive Plan) subject area is circled

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 this case. 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:

Zoning Map

Aerial Map

Ordinance

Subdivision Agreement

**EAGLE VALLEY ADDITION NO. 2  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 23<sup>rd</sup> day of May, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. Benjamin and Michal Hansuld, 128 East 27<sup>th</sup> Street, Casper, Wyoming 82601 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Lots 7-15 and Nicklaus Drive in the Eagle Valley Addition, and Lots 1 & 2 in the Ihli Addition, to create the Eagle Valley Addition No. 2.
- C. A plat of Eagle Valley Addition No. 2 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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



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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. At such time as directed by the City and/or the Wyoming Department of Transportation (WYDOT), the Owners of Lots 9 and 10 of the Eagle Valley Addition No. 2 shall construct, or pay for the construction of a standard City sidewalk, curb, gutter and other public street design features along their Casper Mountain Road lot frontages.

SECTION 3 - OBLIGATIONS OF CITY

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

## SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

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

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

Benjamin & Michal Hansuld  
128 East 27<sup>th</sup> Street  
Casper, WY 82601

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS:

OWNER  
Benjamin Hansuld

By: Debbie Walker

By: [Signature]

Printed Name: Debbie Walker

Printed Name: Ben Hansuld

Title: Ms.

Title: Mr.

WITNESS:

OWNER  
Michal Hansuld

By: [Signature]

By: [Signature]

Printed Name: Ben Hansuld

Printed Name: Michal Hansuld

Title: Mr.

Title: Mrs.

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 24 day of May, 2022, by Benjamin Hansuld, as the owner of Eagle Valley Addition No. 2.



D. Walker  
(Signature of notarial officer)

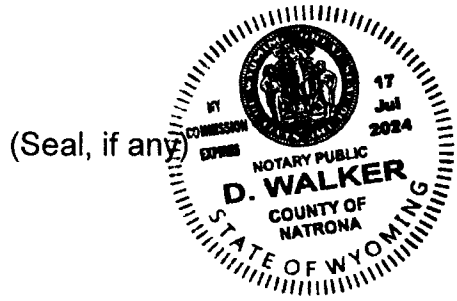
Notary Public  
Title (and Rank)

[My Commission Expires: 7-17-2024]



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 24 day of May, 2022, by Michal Hansuld, as the owner of Eagle Valley Addition No. 2.



D. Walker  
(Signature of notarial officer)

Notary Public  
Title (and Rank)

[My Commission Expires: 7-17-2024]







# Proposed Eagle Valley No. 2 Subdivision

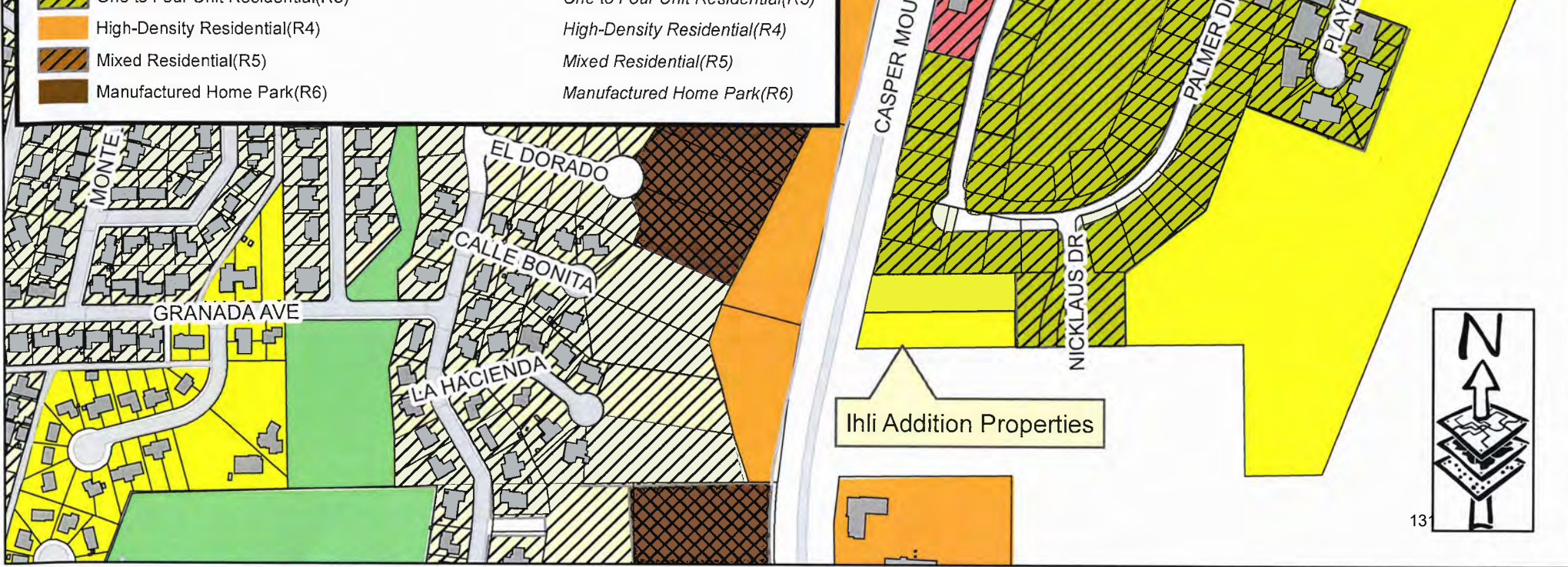




# Proposed Eagle Valley No. 2 Subdivision

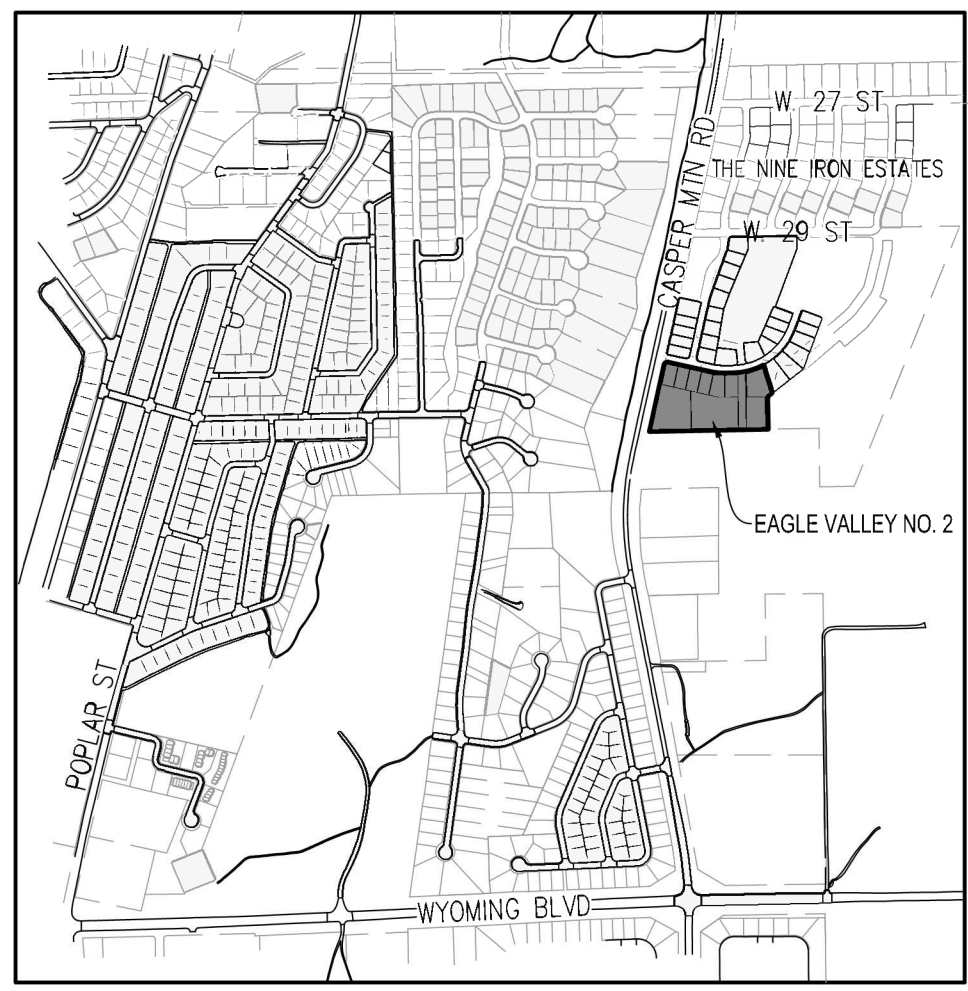
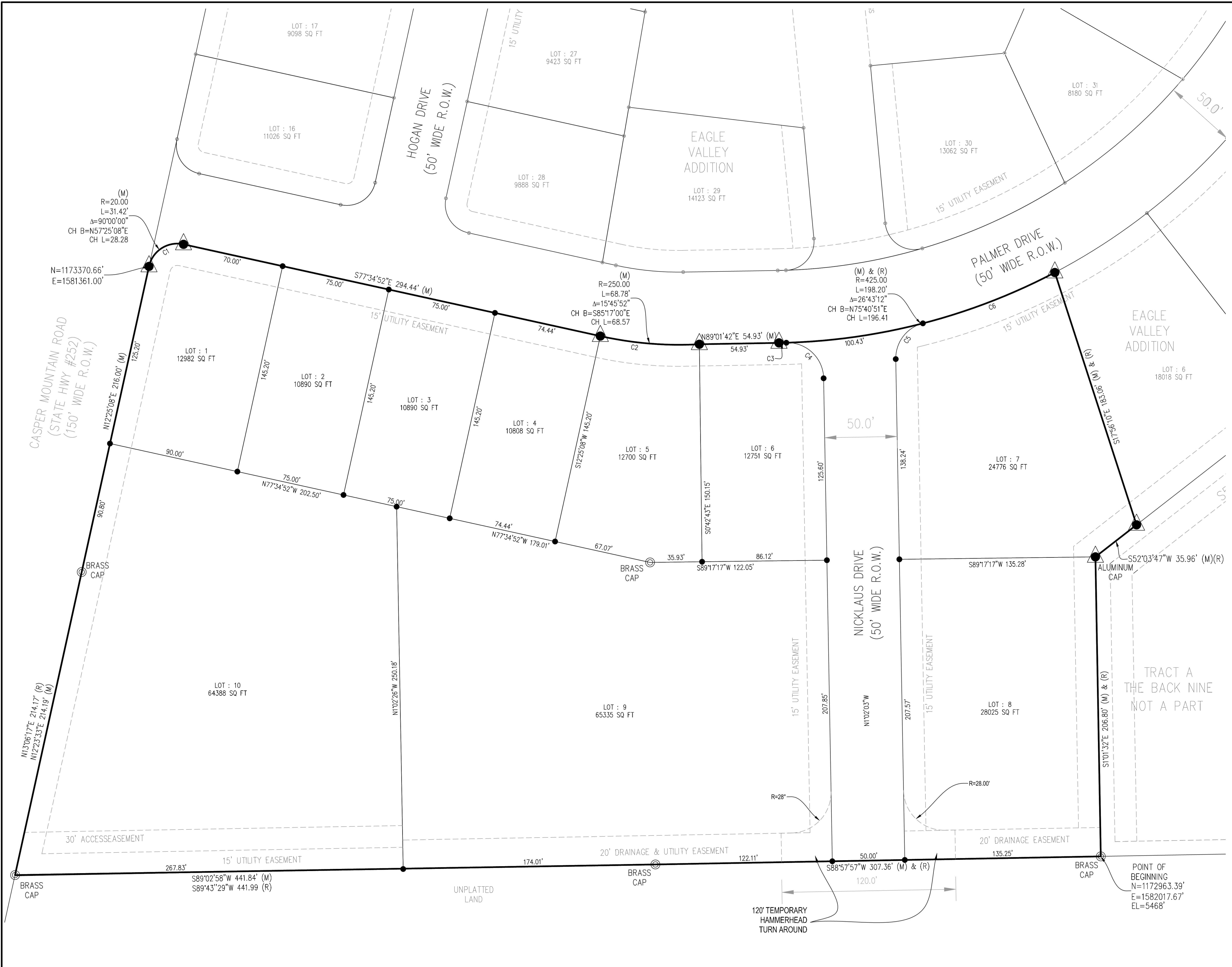
## Legend

- |  |  |  |
|--|--|--|
|    | Urban Agriculture(AG)                                    | Urban Agriculture(AG)                                    |
|    | Old Yellowstone District & South Poplar Corridor(OYDSPC) | Old Yellowstone District & South Poplar Corridor(OYDSPC) |
|    | Neighborhood Convenience(C1)                             | Neighborhood Convenience(C1)                             |
|    | General Business(C2)                                     | General Business(C2)                                     |
|    | Central Business(C3)                                     | Central Business(C3)                                     |
|    | Highway Business(C4)                                     | Highway Business(C4)                                     |
|    | Office Business(OB)                                      | Office Business(OB)                                      |
|    | Educational District(ED)                                 | Educational District(ED)                                 |
|    | Hospital Medical(HM)                                     | Hospital Medical(HM)                                     |
|    | Limited Industrial(M1)                                   | Limited Industrial(M1)                                   |
|    | General Industrial(M2)                                   | General Industrial(M2)                                   |
|    | Park Historic(PH)  | Park Historic(PH)  |
|    | Planned Unit Development(PUD)                            | Planned Unit Development(PUD)                            |
|    | Residential Estate(R1)                                   | Residential Estate(R1)                                   |
|    | One Unit Residential(R2)                                 | One Unit Residential(R2)                                 |
|    | One to Four Unit Residential(R3)                         | One to Four Unit Residential(R3)                         |
|    | High-Density Residential(R4)                             | High-Density Residential(R4)                             |
|   | Mixed Residential(R5)                                    | Mixed Residential(R5)                                    |
|  | Manufactured Home Park(R6)                               | Manufactured Home Park(R6)                               |





M:\Land 2021\Engineering\21-049 Eagle Valley\Survey\Plats\Eagle Valley No.2 - 05-11-2022.dwg, 5/11/2022, BIL



VICINITY MAP  
NO SCALE

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

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C1	20.00'	31.42'	90°00'00"	S57°25'08"W	28.28
C2	250.00'	68.78'	15°45'52"	N85°17'00"W	68.57
C3	425.00'	5.07'	0°40'59"	S88°41'12"W	5.07
C4	25.00'	39.54'	90°37'15"	N46°20'40"W	35.55
C5	25.00'	33.39'	76°31'22"	S37°13'38"W	30.96
C6	425.00'	97.76'	1°31'048"	S68°55'26"W	97.55

**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
COUNTY OF NATRONA }SS

THE UNDERSIGNED, BENJAMIN HANSULD AND MICHAL HANSULD, HUSBAND AND WIFE, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND KNOWN AS LOTS 7 - 15, EAGLE VALLEY ADDITION AND LOTS 1 & 2, IHLI ADDITION, BOTH BEING AN ADDITION TO THE CITY OF CASPER, WYOMING, SITUATE WITHIN THE SE1/4 OF SECTION 21, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE PARCEL, ALSO BEING THE SOUTHEAST CORNER OF EAGLE VALLEY ADDITION, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING:

THENCE S88°57'57"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 307.36 FEET TO A POINT MONUMENTED BY A BRASS CAP;

THENCE S89°02'58"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 441.84 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, LOCATED ON THE EAST LINE OF CASPER MOUNTAIN ROAD, ALSO BEING THE SOUTHWEST CORNER OF THE IHLI ADDITION, MONUMENTED BY A BRASS CAP;

THENCE N12°33'33"E, ALONG THE WEST LINE OF THE PARCEL AND THE IHLI ADDITION AND THE EAST LINE OF CASPER MOUNTAIN ROAD, A DISTANCE OF 214.19 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE N12°25'08"E, ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF CASPER MOUNTAIN ROAD, A DISTANCE OF 216.00 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 31.42 FEET, WITH A CHORD BEARING OF N57°25'08"E, A DISTANCE OF 28.28 FEET TO THE END OF CURVE, LOCATED ON THE SOUTH LINE OF PALMER DRIVE, MONUMENTED BY A BRASS CAP;

THENCE S77°34'52"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE, A DISTANCE OF 294.44 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 15°45'52", A DISTANCE OF 68.78 FEET, WITH A CHORD BEARING OF S85°17'00"E, A DISTANCE OF 68.57 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP;

THENCE N89°01'42"E, ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE, A DISTANCE OF 54.93 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP;

THENCE ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF PALMER DRIVE AND A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, THROUGH A CENTRAL ANGLE OF 26°43'12", A DISTANCE OF 198.20 FEET, WITH A CHORD BEARING OF N75°40'51"E, A DISTANCE OF 196.41 FEET TO THE NORTHEAST CORNER OF THE PARCEL, ALSO BEING THE NORTHWEST CORNER OF LOT 6, EAGLE VALLEY ADDITION, MONUMENTED BY A BRASS CAP;

THENCE S17°56'10"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SAID LOT 6, A DISTANCE OF 183.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6, MONUMENTED BY A BRASS CAP;

THENCE S52°03'47"W, ALONG THE SOUTHERLY LINE OF THE PARCEL, A DISTANCE OF 35.96 FEET TO A POINT, MONUMENTED BY A BRASS CAP;

THENCE S01°01'32"E, ALONG THE EAST LINE OF THE PARCEL, A DISTANCE OF 206.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6.24 ACRES, MORE OR LESS AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "EAGLE VALLEY ADDITION NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT" AS SHOWN ON THIS PLAT. THE 20' WIDE DRAINAGE EASEMENT IS HEREBY DEDICATED TO THE PUBLIC FOR DRAINAGE PURPOSES. NICKLAUS DRIVE, AS SHOWN HEREON IS HEREBY DEDICATED TO THE USE OF THE PUBLIC, ALL OTHER ROADS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE PUBLIC.

BENJAMIN & MICHAL HANSULD  
128 EAST 27th STREET  
CASPER, WYOMING 82601

BENJAMIN HANSULD - OWNER  
MICHAL HANSULD - OWNER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY BENJAMIN AND MICHAL HANSULD, HUSBAND AND WIFE AND OWNERS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 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

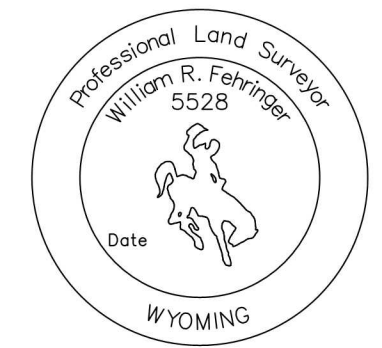
INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022. \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022. \_\_\_\_\_ CITY SURVEYOR

**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 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. COURSES ARE REFERRED TO THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011, CITY OF CASPER GIS SYSTEM 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

- NOTES**
- ERROR OF CLOSURE EXCEEDS 1:250,000.
  - BASIS OF BEARINGS IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
  - THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°40'59.31", AND THE COMBINED FACTOR IS 0.99975929.
  - ALL DISTANCES ARE GRID.
  - ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO BE USED AS BENCHMARKS.

A VACATION AND REPLAT OF  
LOTS 7 - 15 AND NICKLAUS DRIVE  
EAGLE VALLEY ADDITION  
AND LOTS 1 & 2 IHLI ADDITION  
TO THE CITY OF CASPER, WYOMING  
AS  
**EAGLE VALLEY ADDITION NO.2**

AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SE1/4 OF  
SECTION 21, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY, WYOMING  
APRIL, 2022

ORDINANCE NO. 10-22

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE EAGLE VALLEY ADDITION NO. 2

WHEREAS application has been made to vacate and replat Lots 7-15 and Nicklaus Drive in the Eagle Valley Addition, and Lots 1 & 2 in the Ihli Addition, to create the Eagle Valley Addition No. 2, located south of Palmer Drive and east of Casper Mountain Road; and,

WHEREAS application has been made to rezone proposed Lots 9-10 of the Eagle Valley Addition No. 2 from R-2 (One Unit Residential) to C-2 (General Business); 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 May 19, 2022, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat and zone change requests; 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 the Eagle Valley Addition No. 2 is hereby approved.

SECTION 2:

The Eagle Valley Addition No. 2 Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

The zoning of Lots 9-10, Eagle Valley Addition No. 2 shall be C-2 (General Business).

SECTION 4:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd 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

June 8, 2022

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Fleur Tremel, Assistant to the City Manager/City Clerk *FT*  
Carla Mills-Laatsch, Licensing Specialist *CMJ*  
**SUBJECT:** 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 21, 2022

Action type  
Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider the application 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 which hosts public baseball games. The City of Casper owns Mike Lansing Field and leases it to HA Baseball, LLC d/b/a Casper Horseheads Baseball Club. The seating capacity is 2,500. Thus, 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.

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

#### Financial Considerations

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

#### Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

#### Attachments

Copy of Application

Affidavit of Website Publication



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

### To be completed by City/County Clerk

License Fees: Annual Fee: \$ \_\_\_\_\_  
 Prorated Fee: \$ 773.00  
 Transfer Fee: \$ \_\_\_\_\_  
 Publishing Fee: \$ \_\_\_\_\_

Local License #: Special Malt Bev #1  
 Date filed with clerk: 05 12 12 2022  
 Advertising Dates: (2 Weeks) 06/9 & 6/12  
 Hearing Date: 06 13 1 2022

Publishing Fee Direct Billed to Applicant:

License Term: 06 1 22 12 2022 Through 03 1 31 2023  
Month Day Year Month Day Year

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

Applicant: HA Baseball LLC  
 Trade/Business Name (dba): Casper Horseheads Baseball Club  
 Building to be licensed/Building Address: 330 Kati Ln  
Number & Street  
Casper WV 26001 Wayne  
City State Zip County  
 Local Mailing Address: P.O. Box 2505  
Number & Street or P.O. Box  
Casper WV 26001  
City State Zip  
 Local Business Telephone Number: (307) 233-4400 Fax Number: ( ) - \_\_\_\_\_  
 Business E-Mail Address: CHUCK@CASPERHORSEHEADS.COM

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

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> MICROBREWERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input type="checkbox"/> RESORT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
	<b>LIMITED RETAIL (CLUB)</b>	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input checked="" type="checkbox"/> COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	
	<input type="checkbox"/> GOLF CLUB	
	<input type="checkbox"/> SOCIAL CLUB	

**SPECIAL DESIGNATIONS**

CONVENTION FACILITY CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM

GOLF CLUB  RESORT

GUEST RANCH

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

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

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

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10a to 11p

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**

1. **BUILDING OWNERSHIP:** Does the applicant? W.S. 12-4-103(a)(iii)
- (a) **OWN** the licensed building?  YES (own)
  - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)  YES (lease)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page 2 paragraph 3 of lease.
  - (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease.  
(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)  YES  NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- 
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)  YES  NO
- If "YES", explain: \_\_\_\_\_

**5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

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

**6. RESORT LICENSE:**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
  - 1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

**7. MICROBREWERY LICENSE:**

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

- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a)  YES  NO  
(Requires wholesale malt beverage license with the Liquor Division)

**8. WINERY LICENSE:**

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

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

**9. LIMITED RETAIL (CLUB) LICENSE:**

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

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**10. LIMITED RETAIL (CLUB) LICENSE:**

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

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**11. LIMITED RETAIL (CLUB) LICENSE:**

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

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

**12. LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

(2/21)

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

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

Table with 7 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), Residence Phone Number, No. of Years in Corp or LLC, % of Corporate Stock Held, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? Row 1: CHARLES C HEEMAN, [blank], [blank], [blank], [blank], [blank], YES [ ] NO [x], YES [ ] NO [x].

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

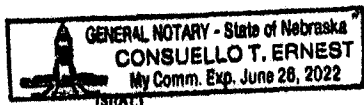
STATE OF WYOMING )
) SS.
COUNTY OF \_\_\_\_\_ )

Signed and sworn to before me on this 26th day of May, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature] Charles C Heeman Owner
2) \_\_\_\_\_
3) \_\_\_\_\_
4) \_\_\_\_\_
5) \_\_\_\_\_
6) \_\_\_\_\_

Witness my hand and official seal:

[Signature] Consuello T. Ernest
Signature of Notary Public



My commission expires: June 28, 22

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 06/08/2022 and ended on 06/22/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website ([www.casperwy.gov](http://www.casperwy.gov)) for the entire period referenced above.

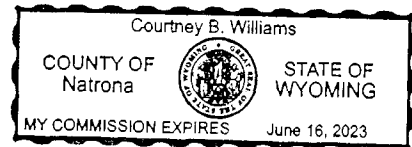
By: Carla Mills Saatch Date: 6/8/2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

8 day of June, 2022


Courtney B. Williams



Provide to City of Casper Central Records

NEW SPECIAL MALT BEVERAGE PERMIT

An application for a new special malt beverage permit no. 1 HA Baseball, LLC dba Casper Horseheads Baseball Club located at 330 Kati Lane has been received in this office. Public Hearing on said application will be held on June 21, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



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Fleur Tremel  
City Clerk

Publish: June 8 & 12, 2022



**LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereafter **Agreement** or **Contract**, entered into this 7 day of June, 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 1<sup>st</sup> through August 31<sup>st</sup>.

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:

DocuSigned by:  
*Fleur Tremel*  
4DDC01AFC908474...  
Fleur Tremel  
City Clerk

LESSOR:

CITY OF CASPER, WYOMING  
A Municipal Corporation

DocuSigned by:  
*Ray Pacheco*  
BDE5C275E31C41C...  
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 "B"**

**City of Casper**  
 Parks and Recreation Department  
 Mike Lansing Stadium

**Rates and Fees**

<b>City of Casper</b>	<b>2022</b>
	Rates and Fees

**Concessions**

<b>Seasonal - Mike Lansing</b>	<b>Per Month</b>		<b>\$200.00</b>
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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**

<b>Per staff member, and supplies</b>	<b>Per Hour</b>		<b>\$25.00</b>
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Facility (building) lease will require the Lessee to pay for all utilities expenses. This includes Water, Sewer, Gas and Electricity.

June 8, 2022

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

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

**SUBJECT:** 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 21, 2022

Action type

Public Hearing  
Minute Action

Recommendation

That Council, by minute action, consider the application for a new bar and grill liquor license 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 Street. 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.

At the May 24, 2022 Work Session City Council had concerns regarding the parking at the complex and requested more information. Community Development followed up with the owners of The Compass regarding parking spaces. When the original site plan was approved it accounted for a bank, medical facility, package liquor and lounge, coffee shop with drive through, retail shopping and a restaurant. The required parking spaces are 82.08. The total spaces currently are 92 spaces. This makes a surplus of 9.92 parking spaces.

Additionally, there was a traffic study completed in November of 2017 before the development was built. In this traffic study it was determined that at least half of the traffic that will be going to the bank and restaurant would not be new trips, but rather trips already passing by the site. Therefore, it was determined that the current traffic control would be adequate for the site and the planned development.

The City of Casper has a total of thirteen (13) Bar and Grill liquor licenses. This is the last available license, and if this license is approved, all bar and grill licenses would be assigned and none will be available.

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

**Financial Considerations**

City will receive \$8113.00 of this pro-rated license. Renewals for Bar and Grills are \$3,000.

**Oversight/Project Responsibility**

Carla Mills-Laatsch, Licensing Specialist

**Attachments**

Copy of Application

Affidavit of Website Publication

Company overview



# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

**To be completed by City/County Clerk**

Local License #: Bar & Grill

License Fees: Annual Fee: \$ 8,113.00 Prorated Fee: \$ \_\_\_\_\_ Transfer Fee: \$ \_\_\_\_\_ Publishing Fee: \$ \_\_\_\_\_

Date filed with clerk: 05 1~~3~~<sup>24</sup> 2022

Advertising Dates: (2 Weeks) 6/9 & 6/12

Hearing Date: 6 121 2022

Publishing Fee Direct Billed to Applicant:

License Term: 04 1 22 2022 Through 03 1 31 2023  
Month Day Year Month Day Year

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

Applicant: childs, corp

Trade/Business Name (dba): La Cocina Mexican Restaurant

Building to be licensed/Building Address: 4110 Centennial Hills Blvd  
Number & Street  
Casper Wyo 82609 Natrona  
City State Zip County

Local Mailing Address: 321 East E Street  
Number & Street or P.O. Box  
Casper WY 82601  
City State Zip

Local Business Telephone Number: (307) 266-1414 Fax Number: \_\_\_\_\_

Business E-Mail Address: jim@childs,corp.net

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

**TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)**

<b>RETAIL LIQUOR LICENSE</b>	<b>RESTAURANT LIQUOR LICENSE</b>	<b>MICROBREWERY</b>
<input type="checkbox"/> ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE	<input type="checkbox"/> WINERY
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	<input checked="" type="checkbox"/> BAR AND GRILL	<input type="checkbox"/> DISTILLERY SATELLITE
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<b>LIMITED RETAIL (CLUB)</b>	<input type="checkbox"/> WINERY SATELLITE
	<input type="checkbox"/> VETERANS CLUB	<input type="checkbox"/> COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
	<input type="checkbox"/> FRATERNAL CLUB	
	<input type="checkbox"/> GOLF CLUB	
	<input type="checkbox"/> SOCIAL CLUB	

**SPECIAL DESIGNATIONS**

CONVENTION FACILITY  GOLF CLUB  RESORT

CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM  GUEST RANCH

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

FULL TIME (e.g. Jan through Dec) (specify months of operation) mon-sat from 11 am to 9 pm

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) sundays from 11 am to 3 pm

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) Jan from Jan to dec  
monday through Sunday

**ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4**

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

- (a) **OWN** the licensed building?  YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license)  YES (lease)

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

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

**2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)**  YES  NO

- 3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:  
\_\_\_\_\_

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

If "YES", explain: \_\_\_\_\_

**5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**  
Have you submitted a valid food service permit or application? W.S. 12-4-413(a)  YES  NO

- 6. RESORT LICENSE:**  
Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
  - (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
  - (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO
  - (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO
  - (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
    - 1. If Yes, have you submitted a copy of the food and beverage contract/lease?  YES  NO

- 7. MICROBREWERY LICENSE:**  
Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- (a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  
 BAR AND GRILL  WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a)  YES  NO  
(Requires wholesale malt beverage license with the Liquor Division)

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

9. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states?
(b) Has the fraternal organization been actively in existence for at least twenty (20) years?

10. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Does the Veteran's organization hold a charter by the Congress of the United States?
(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

11. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than fifty (50) bona fide members?
(b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?
(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course?
1. Are you contracting/leasing the food and beverage services?
2. If Yes, have you submitted a copy of the food and beverage contract/lease?

12. LIMITED RETAIL (CLUB) LICENSE:

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

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?
(b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?
(c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?
(d) Has the club been in continuous operation for a period of not less than one (1) year?
(e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?
(f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?
(g) Have you filed a true copy of your bylaws with this application?
(h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached)

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

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

Table with 7 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), Residence Phone Number, Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? The table contains 6 rows for data entry.

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

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

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

Table with 8 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), Residence Phone Number, No. of Years in Corp or LLC, % of Corporate Stock Held, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?. Row 1: James N. Childs, [blank], [blank], [blank], [blank], [blank], YES [ ], NO [x], YES [ ], NO [x].

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING )
COUNTY OF Natrona ) SS.

Signed and sworn to before me on this 3rd day of May, 2022 that the facts alleged in the foregoing instrument are true by the following:

Table with 3 columns: Signature, Printed Name, Title. Row 1: [Signature], James N. Childs, President. Rows 2-6 are blank.



Witness my hand and official seal: [Signature of Notary Public]
Signature of Notary Public

My commission expires: 10/27/2022

(SEAL)

## **BUSINESS PLAN FOR ACQUIRING THE BAR AND GRILL LIQUOR LICENSE**

### **CHILDS, CORP DBA LA COCINA MEXICAN RESTAURANT**

La Cocina is currently located at 321 East E street Casper, WY. La Cocina has held a restaurant liquor license since 2002. During that time, we have had two locations. 1040 North Center from 2002 to 2012 and 321 East E Street from 2012 to present. Both locations have allowed us to grow and become part of our community as each location has been retrofitted to make things work for our business. Our new location is the reason we need this Bar & Grill Liquor License. Childs, Corp has responsibly held a restaurant liquor license for the past 20 years. With your support this will become a reality.

Childs, Corp is working with Brick and Bond , Hein / Bond Architects, Caspar Building Systems to build a beautiful new restaurant located in The Compass development located at 4110 Centennial Hills Blvd. This facility will seat 100 to 112 guests with seasonal patio facing Casper Mountain. The restaurant will continue serving great food along with a full-service bar for everyone to enjoy.

### **TIMELINE & MEETING THE NEEDS TO HOLD THIS LICENSE**

We are working on drawings to be submitted and reviewed by the city now. They will be sent to the city for review. Construction is planned to start in July of the approximately 3500 square foot restaurant should be complete by March 31, 2023. This timeline fits perfectly with the guidelines of the Bar & Grill License as we would need to be operational in one year.

Our bar will have 10 to 12 adult customer serving places with a server station to serve the restaurant and patio. We will have over 20 different types of tequilas along with signature cocktails featuring bourbon, vodka, rum, gin, scotch, wine, and a great beer selection. Our hours of operation will 11 am to 9 pm Monday through Saturday and 11 am to 3 pm on Sundays. These hours will complement the neighborhoods directly to the East and the West of the restaurant.

## **REVENUE AND BENEFITS**

As of right now Childs, Corp employs 25 people. In the new restaurant will employ 35 plus and the new building should generate approximately \$8,310.00 in property tax to Natrona County along with sales tax to the state of Wyoming estimated to be \$100,000.00 annually.

## **Community**

La Cocina Mexican Restaurant is a family owned and operated restaurant the started serving in December of 1996. Over the past 26 years La Cocina has moved several times always striving to better serve our community. With this new building and location we will better serve our great community that has supported and grown with us over the years.

AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)  
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 06/08/2022 and ended on 06/22/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mich Laatsch

Date: 6/8/2022

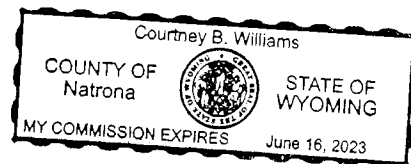
Title: Licensing Specialist

Scribed in my presence and sworn before me on this

8 day of June, 2022

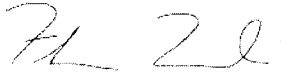
Courtney B. Williams

Provide to City of Casper Central Records



NEW APPLICATION FOR A BAR AND GRILL LIQUOR LICENSE

An application for a new bar and grill liquor license no. 13 for Childs Corp d/b/a La Cocina Mexican Restaurant located at 4110 Centennial Hills Blvd has been received in this office. Public Hearing on said application will be held on June 21, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



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Fleur Tremel  
City Clerk

Publish: June 8 & 12, 2022



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 and [new resolution no]; 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 12<sup>th</sup> Street and 13<sup>th</sup> 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 curblines, 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 7<sup>m</sup> day of June, 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



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 31<sup>st</sup> day of December 31<sup>st</sup> 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 ~~authorizesuffer~~ 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 ~~mayshall~~ 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 violationact is alleged to have been committed.

(Prior code §§ 19-14, 19-15)




PASSED on 1<sup>st</sup> reading the 17<sup>th</sup> day of May, 2022

PASSED on 2<sup>nd</sup> reading the 7<sup>th</sup> day of June, 2022

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



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ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

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.

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**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 term “lodging facility” means any business or enterprise where four (4) or more rooms or structures on one (1) parcel of real estate are rented for overnight accommodations.

**5.24.020 License—Required—Fee.**

No person shall own, operate or manage any 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 31<sup>st</sup> day of December of each year. Any lodging facility within the city shall pay an annual license fee of twenty-five dollars (\$25.00) per calendar year.

**5.24.030 License—Nontransferable.**

No license issued under this chapter shall be transferred or assigned.

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#### **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 to which the license relates.

#### **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.

#### **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 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.

#### **5.24.070 Guest registration.**

Every person to whom a license is issued for the operation of a lodging facility shall, at all times, keep a register, which shall contain the names of all persons renting the rooms and/or the structure(s) of the lodging facility and the vehicle information of the occupants of the room(s) or structure(s). 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.

#### **5.24.080 Use of fictitious name prohibited.**

It is unlawful for any person to write or cause to be written in any such register (5.24.070) any name other than the accurate name of such person or the name by which such person is generally known.

#### **5.24.090 Prohibited practices.**

No person to whom a license is issued, or their agent(s), shall authorize or permit the lodging facility to which such license relates to be used as a brothel or for the purpose of prostitution as defined in the Casper Municipal Code or in the Wyoming State Statutes.

#### **5.24.100 Right of entry for inspection.**

Any officer of the city has the right to enter into, and upon, the common areas of any 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 be executed pursuant to the terms of the warrant.

**5.24.110 Violation—Liability—Prosecution.**

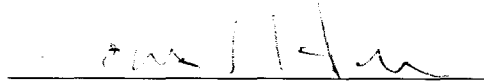
- A. Where a license is issued to any copartnership, corporation or association to own, manage or operate a lodging facility any person having charge, management or control of such lodging facility may be subject to prosecution for any violation of this chapter.
- B. Factors for determining the liability of any person or entity for violations of any of the provisions of this chapter shall include identification of who was at the time of the act of the alleged violation, the owner and/or person in actual charge, management, or control of the lodging facility in which such violation is alleged to have been committed.

PASSED on 1<sup>st</sup> reading the 17<sup>th</sup> day of May, 2022

PASSED on 2<sup>nd</sup> reading the 7<sup>th</sup> day of June, 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.

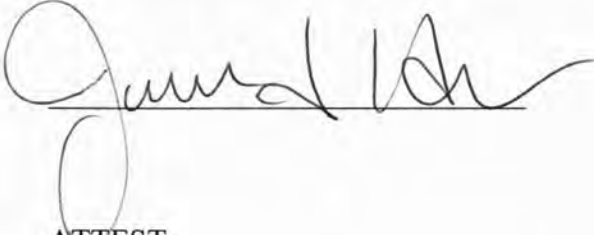
(Ord. No. 4-18, 6-5-2018; Ord. No. 10-19, 6-4-2019; Ord. No. 20-19, 8-6-2019)

PASSED on 1<sup>st</sup> reading the 17<sup>th</sup> day of May, 2022

PASSED on 2<sup>nd</sup> reading the 7<sup>th</sup> day of June, 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. .
2. Obtaining a “food license” 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 “food license” 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 “food license.”

**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 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. Obtaining a "food license" 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 "food license" and/or a MVPP shall not 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; 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.

D. Parking Permit Types and Costs.

1. 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. MVPP permits purchased are only valid for the vehicle/trailer described in the application and cannot be sold, traded or assigned.
2. MVPP Permits available for purchase:
  - a. Mobile Vendor Parking Permit (MVPP).
    - i. A MVPP allows 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 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: 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. A maximum of ten MVPPs for all applicants can be issued for all applicants in any one calendar month for any one block face.

- vi. 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. A 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 food license issued upon approval by the Natrona County Health Department on behalf of the Department of Agriculture, if applicable.
  - 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 Food License 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 food license holder and/or MVPP holder shall pick-up and bag ongoing litter and trash within a 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-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)

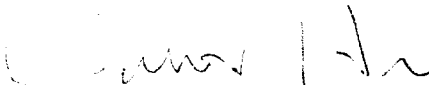


PASSED on 1<sup>st</sup> reading the 17<sup>th</sup> day of May, 2022

PASSED on 2<sup>nd</sup> reading the 1<sup>st</sup> day of June, 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

**KENSINGTON HEIGHTS ADDITION NO. 5  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Kensington Heights Development, LLC, 421 South Center Street, Suite 101, Casper, Wyoming 82601. (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Tract A, Kensington Heights Addition No. 4, as Kensington Heights Addition No. 5.
- C. A plat of Kensington Heights Addition No. 4 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. The pedestrian way located between Lots 5 and 6, Block 11, shall be constructed per City Code requirements, concurrently with other public improvements within the subdivision, and shall be maintained in good repair, in perpetuity, by the adjacent landowners.
- b. At such time that a public sidewalk or pedestrian trail is constructed adjacent the Wyoming Boulevard frontage of the subdivision, the abutting property owners shall participate in a proportionate share of the cost of engineering, design, materials and construction for said sidewalk/trail.



### SECTION 3 - OBLIGATIONS OF CITY

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

### SECTION 4 - REMEDIES

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

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

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

### SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically

reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Kensington Heights Development, LLC,  
421 South Center Street, Suite 101,  
Casper, Wyoming 82601

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

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

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

APPROVED AS TO FORM:

*Walter Trumbull*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS:

OWNER  
Kensington Heights Development, LLC

By: \_\_\_\_\_

By: *[Signature]* \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Jason Lewis

Title: \_\_\_\_\_

Title: Member

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

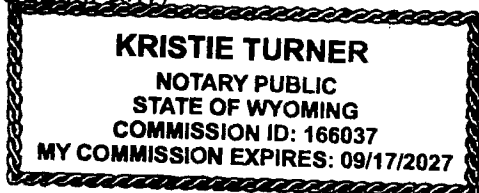
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 13 day of June, 2022, by Jason Lewis as the Member of Kensington Heights Development, LLC.

(Seal, if any)



K. Turner

(Signature of notarial officer)

Notary

Title (and Rank)

[My Commission Expires: 9/17/27]

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 17<sup>th</sup> day of May, 2022.

PASSED on 2nd reading the 7<sup>th</sup> day of June, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:

Walter Truitt

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

**HARMONY HILLS ADDITION NO. 4  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. High Plains Investments, LLC, 421 South Center Street, Suite 101, Casper, Wyoming 82601 (“Owner”).
3. Harmony Development, LLC, 421 South Center Street, Suite 101, Casper, Wyoming 82601

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Lots 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 Harmony Hills Addition No. 4.
- C. A plat of Harmony Hills Addition No. 4 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.
- D. The First Amendment to the Harmony Hills Addition No. 2 – Phase I Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site Plan Agreement, dated January 6, 2017 (Instrument # 1027183) specified certain traffic improvements required due to the development of this area, which are applicable to this subdivision.

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



## SECTION 1 – INCORPORATION OF RECITALS

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

## SECTION 2 - OBLIGATIONS OF OWNER

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

### 2.1 Surveying:

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

### 2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the

paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

### 2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

### 2.4 Underground Utilities and Street Lights:

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

### 2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation

design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
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- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

- a. Owner shall submit "as-built" record documents for paving, drainage, water and sewer to the City prior to the issuance of the certificate of occupancy. Reproducible hard copy drawings shall be in the form of one (1) set of 4 mil

Mylar, 24" x 36" labeled as "Record Drawings" and dated. Record Drawings shall also be provided on electronic media in Adobe (pdf) format and in AutoCAD format or other format specified by Owner. Record documents shall be submitted on CDs, or other media as directed by Owner, labeled as "Record Drawings" and include the project name, City of Casper project number and date.

- b. All digital files necessary for correct plotting of the final record drawings in the AutoCAD version, such as external references, pen assignments, images, etc. shall be provided. Any x-refs or other files that can be, shall be incorporated into the final drawings to minimize the manipulation necessary for plotting.

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. A standard City detached sidewalk shall be constructed along the South Poplar Street frontage of the subdivision, concurrently with the construction of all other public improvements in the subdivision.

- b. A standard City curbside shall be constructed along Mark's Way, from South Poplar Street, east, to tie in with the existing curbside located approximately midway along proposed Lot 3.
- c. Traffic/street improvements required under The First Amendment to the Harmony Hills Addition No. 2 – Phase I Subdivision Agreement, the Harmony Hills Addition No. 2, Phase 2 Subdivision Agreement and the Harmony Hills Retail Lots 1-6, Harmony Hills Addition No. 2 Phase 2 Site Plan Agreement, dated January 6, 2017 (Instrument # 1027183) shall be completed concurrently with the issuance of the Permit to Construct Public Improvements; including, but not limited to, those requirements of Article A (Amendment to Subdivision Agreements), Section 2.16(k), which requires the construction of a center turn lane off of South Poplar Street onto Mark's Way. Further, Owner shall construct a deceleration lane at the same location if required by the Wyoming Department of Transportation (WYDOT), upon notice/consultation about the development by the City of Casper.
- d. Fences, structures and other obstructions are prohibited from being installed in the water line easement extending from Serenity Lane to Goodstein Drive.

### SECTION 3 - OBLIGATIONS OF CITY

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

### SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

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



shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

High Plains Investments, LLC  
421 South Center Street  
Suite 101  
Casper, Wyoming 82601

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

Harmony Development, LLC  
421 South Center Street  
Suite 101  
Casper, Wyoming 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

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

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

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Fleur Tremel  
City Clerk

---

Ray Pacheco  
Mayor

WITNESS:

OWNER  
High Plains Investments, LLC

By: \_\_\_\_\_

By: [Signature]

Printed Name: \_\_\_\_\_

Printed Name: LISA A Burridge

Title: \_\_\_\_\_

Title: Member

WITNESS:

OWNER  
Harmony Development, LLC

By: \_\_\_\_\_

By: [Signature]

Printed Name: \_\_\_\_\_

Printed Name: LISA A Burridge

Title: \_\_\_\_\_

Title: Member

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this June day of 2022, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

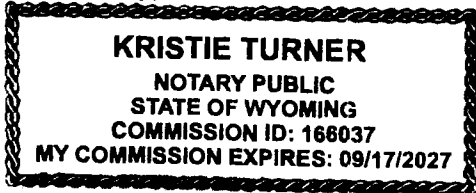
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 13 day of June 2022, by Lisa Burridge as the Managing Member/owner of High Plains Investments, LLC.

(Seal, if any)



[My Commission Expires: 9/17/2027]

K. Turner

(Signature of notarial officer)

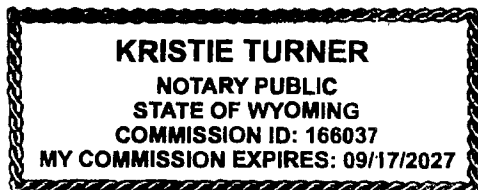
Notary

Title (and Rank)

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 13 day of June 2022, by Lisa Burridge as the owner/member of Harmony Development, LLC.

(Seal, if any)



[My Commission Expires: 9/17/27]

K. Turner

(Signature of notarial officer)

Notary

Title (and Rank)

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 17<sup>th</sup> day of May, 2022.

PASSED on 2nd reading the 1<sup>st</sup> day of June, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 8, 2022

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

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner

SUBJECT: Consideration of a resolution approving a vacation and replat creating the Greystone At Wolf Creek Subdivision

Meeting Type & Date:

Regular Council Meeting, June 21, 2022

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the Greystone At Wolf Creek Subdivision.

Summary:

Application has been made to vacate and replat portions of Wolf Creek Nine Addition to create the Greystone At Wolf Creek Subdivision. The subject area is located north of West 38<sup>th</sup> Street and west of Aspen Place, and is zoned R-2 (One Unit Residential) and R-4 (High Density Residential). The replat is a reconfiguration of the existing 30 lots, plus a tract, into 27 newly configured lots, plus a tract. Tract A (drainage tract) also serves as a public access for the extension of a future pedestrian trail through the subdivision. All proposed lots exceed the City's 4,000 square foot minimum lot size in both the R-2 and R-4 zoning districts.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on May 19, 2022. There were no recommended conditions of approval and no public comments at the public hearing.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution  
Subdivision Agreement  
Vicinity Map/Aerial  
Plat

**GREYSTONE AT WOLF CREEK  
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. B1 Properties, LLC, 550 North Poplar Street, Casper, Wyoming 82601 ("Owner").
3. Mountain View Builders, Inc., 4401 Freedom Circle, Casper, Wyoming 82609 ("Owner").

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for a vacation and replat of Tract A, and Lots 8-37 in the Wolf Creek Nine Addition, to create the Greystone At Wolf Creek Subdivision.
- C. A plat of Greystone At Wolf Creek ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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



## 2.1 Surveying:

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

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

#### SECTION 5 – GENERAL PROVISIONS

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

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

B1 Properties, LLC  
 550 North Poplar St.  
 Casper, Wyoming 82601

City of Casper  
 Attn: Community Development Director  
 200 North David  
 Casper, WY 82601

Mountain View Builders, Inc.  
 4401 Freedom Circle  
 Casper, Wyoming 82609

Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.



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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

WITNESS:

By: Courtney Whipps

Printed Name: Courtney Whipps

Title: New Construction Specialist

OWNER  
B1 Properties, LLC

By: Randall S. Hall

Printed Name: Randall S. Hall

Title: Manager

WITNESS:

By: Courtney Whipps

Printed Name: Courtney Whipps

Title: New Construction Specialist

OWNER  
Mountain View Builders, Inc.

By: Michael Jackson

Printed Name: Michael Jackson

Title: President

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ray Pacheco as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

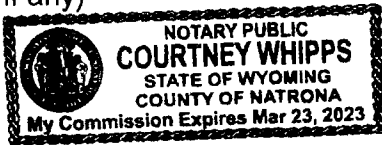
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 27<sup>th</sup> day of May, 2022, by Courtney Whipps as the notary of B1 Properties.

(Seal, if any)



Courtney Whipps  
(Signature of notarial officer)

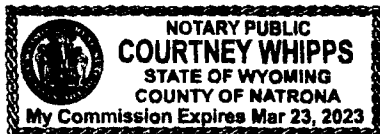
Notary  
Title (and Rank)

[My Commission Expires: 3/23/23]

STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 2<sup>nd</sup> day of June, 2022, by Courtney Whipps as the notary of Mountain View Builders, Inc.

(Seal, if any)



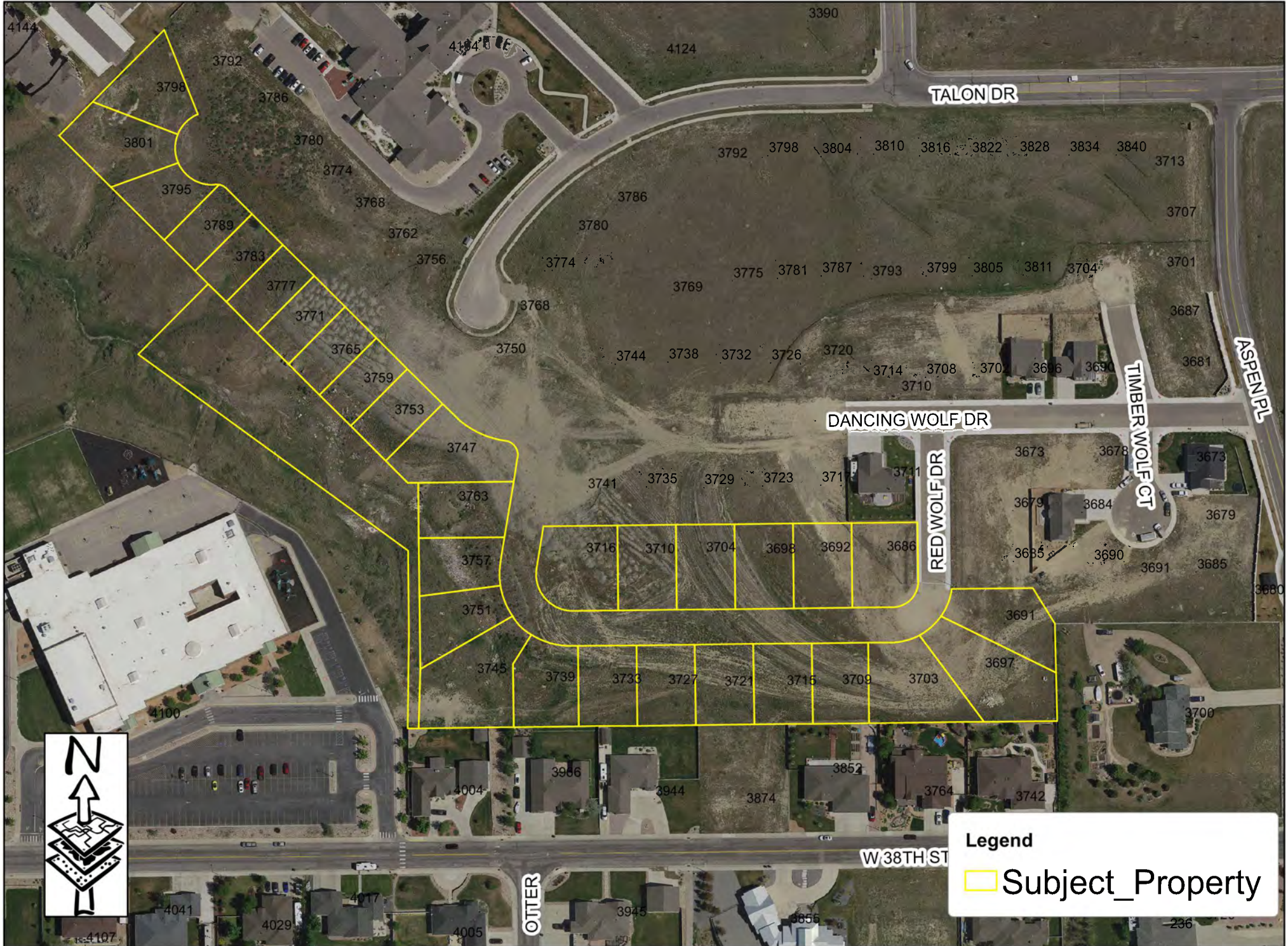
Courtney Whipps  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 3/23/23]



# Proposed Greystone at Wolf Creek Subdivision



**Legend**

Subject\_Property

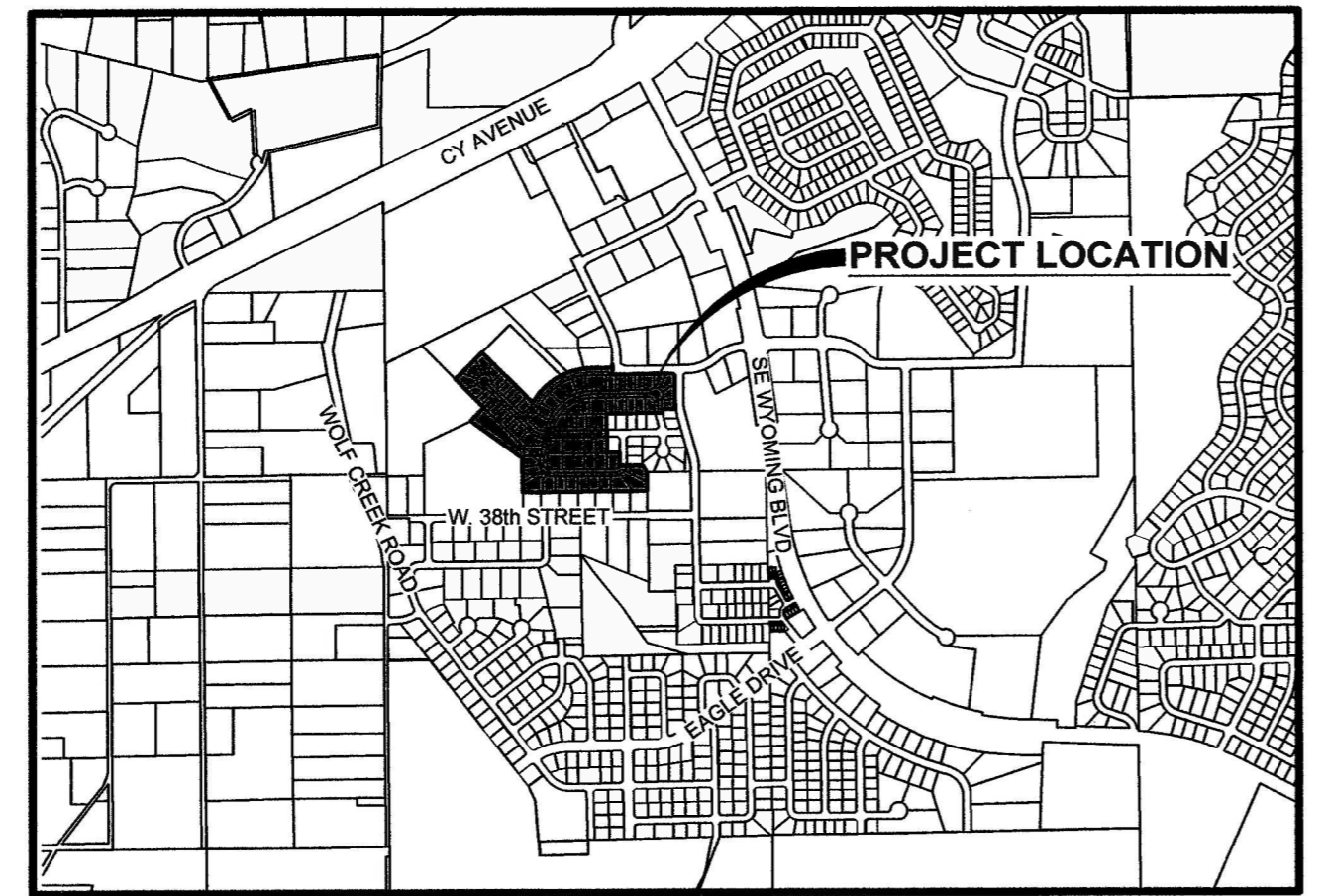


# ANNEXATION, VACATION, AND REPLAT OF WOLF CREEK NINE ADDITION TO THE CITY OF CASPER

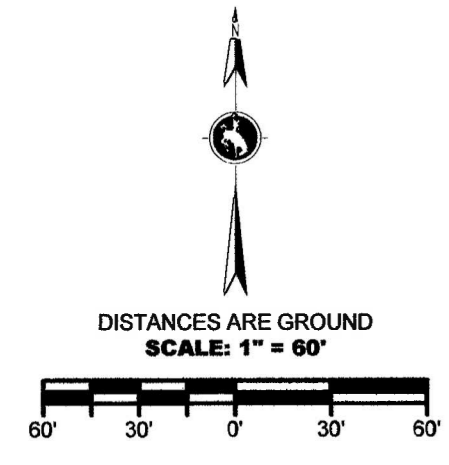
6/14/2017 2:38:12 PM  
Pages: 2  
NATRONA COUNTY CLERK  
Renata Witta  
Recorded: AK  
Fee: \$75.00  
CITY OF CASPER

### LEGEND

- RECOVERED ALUMINUM CAP
- RECOVERED BRASS CAP
- SET ALUMINUM CAP (PLS 584)
- SET BRASS CAP (PLS 584)
- SUBDIVISION BOUNDARY (PROPOSED)
- PROPERTY LINE (PROPOSED)
- PROPERTY LINE (ADJACENT AND EXISTING)
- - - PROPOSED EASEMENT LINE
- 500° 53' 28"E, 70.02' PROPOSED BEARING AND DISTANCE  
(500°12'12"E, 70.00') RECORD BEARING AND DISTANCE



A VACATION, AND REPLAT OF TRACT B IN WOLF CREEK EIGHT ADDITION TO THE CITY OF CASPER, WYOMING, LOT 2 IN MOUNTAIN PLAZA NO. 5 TO THE CITY OF CASPER, WYOMING, LOT 10 IN MOUNTAIN PLAZA NO. 6 TO THE CITY OF CASPER, WYOMING, AND THAT PORTION OF TALON DRIVE IN MOUNTAIN PLAZA NO. 6 TO THE CITY OF CASPER, WYOMING, AND AN ANNEXATION OF A PORTION OF LOT 2, SECTION 19, T.33N., R.79W. OF THE 6TH P.M. AND BEING A SUBDIVISION OF PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE¼NW¼), THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE¼SW¼), LOT 2, AND LOT 3 OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING.



- ### NOTES
1. PLAT CLOSURE RATIO: 1:108.856
  2. DISTANCES ARE GROUND (GROUND DISTANCE - U.S. FOOT)
  3. BASIS OF BEARING - GRID
  4. COORDINATES REFER TO CITY OF CASPER GIS DATUM, WYOMING STATE PLANE
  5. COORDINATES, EAST CENTRAL ZONE, NAD83/86 AND ELEVATIONS REFER TO NAVD88
  6. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.

**EC ENGINEERS**  
Environmental and Civil Solutions, LLC  
111 West 2nd Street, Suite 600  
Casper, WY 82604  
Phone: 307.337.2883  
www.ecsengineers.net  
PROJECT NO. 140147

**OWNER:**  
MESA DEVELOPMENT INC.  
550 N. POPLAR  
CASPER, WY 82601

**SURVEYOR:**  
FIELD: JEFF CONLEY  
REVIEW: ROBERT L. ST. CLAIRE, P.L.S.

**DATE DRAWN:**  
05.11.2016

**DRAWN BY:** BMA

RESOLUTION NO. 22-98

A RESOLUTION APPROVING THE VACATION AND REPLAT OF TRACT A, AND LOTS 8-37 IN THE WOLF CREEK NINE ADDITION, TO CREATE THE GREYSTONE AT WOLF CREEK SUBDIVISION

WHEREAS, application has been made to vacate and replat Tract A, and Lots 8-37 in the Wolf Creek Nine Addition, to create the Greystone At Wolf Creek Subdivision, located north of West 38<sup>th</sup> Street and west of Aspen Place; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Subdivision Agreement between the City, B1 Properties, LLC and Mountain View Builders Inc.

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 8, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
M. Jeremy Yates, MPO Supervisor *MJY*  
Renee Hardy, MPO Technician *RH*  
SUBJECT: Western Gateway Corridor Enhancement Study: Phase 1 Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, June 21, 2022.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with HDR Engineering, Inc., for Phase 1 of the Western Gateway Corridor Enhancement Study in an amount not to exceed \$139,979.14.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2022 UPWP included \$140,000.00 of matched federal funding for Phase 1 of the Western Gateway Corridor Enhancement Study.

Phase 1 of the Western Gateway Corridor Enhancement Study will create a comprehensive corridor improvement plan along Highway 20-26, from the First Street bridge over the North Platte River in Casper to the West Belt Loop in the City of Mills. The study will draft recommendations for the design of an upgraded and welcoming corridor that highlights unique and special recreational, business, and residential opportunities available in the greater Casper area and creates an entryway into downtown Casper. Additionally, the study will include an operational and safety analysis of the corridor including signal warrants, intersection improvements, streetscape lighting design, storm-water improvements, islands and medians, barriers, curb and gutter, additional aesthetic improvements, gateway monuments, and transit options along the corridor.

This study meets all the goals set forth in the 2020 update of the Long Range Transportation Plan: *Connecting Crossroads* including increasing transportation options for all modes, improving

safety and health for all residents, enhancing the region’s distinct character, promoting affordable and easy mobility solutions, and supporting the region’s diversifying economy. This project is the first of a larger two-phase project. The second phase of the project will run from the West Belt Loop to the Natrona County International Airport (NCIA) and will begin after phase one is complete.

The Casper Area MPO released a Request for Proposals (RFP) on March 25, 2022. Four (4) consulting firms responded with a proposal by the April 29, 2022, deadline. Staff from the Cities of Casper and Mills, Visit Casper, WYDOT, Natrona County, and the MPO reviewed the proposals, and on May 20, 2022, selected HDR Engineering based on the quality of the initial proposal, qualifications of proposed staff, interviews, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by April 28, 2023.

Financial Considerations:

The proposed contract shall not exceed \$139,979.14. Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

<b>Federal Funds</b>	90.49%	\$126,667.12
<b>Local Match</b>	9.51%	\$13,312.02
Casper	73.31%	\$9,759.04
Natrona	15.80%	\$2,103.30
Mills	4.59%	\$611.02
Evansville	3.37%	\$448.61
Bar Nunn	2.93%	\$390.04
	<b>Total</b>	<b>\$139,979.14</b>

The Casper Area MPO Policy Committee approved the funding of \$140,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 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” or “Owner”).

2. HDR Engineering, Inc., 601 Metz Drive, Gillette Wyoming 82717 (“Consultant”)

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

#### RECITALS

A. The City needs professional planning services for the Western Gateway Corridor Enhancement Study: Phase 1, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

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

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

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

1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project Western Gateway Corridor Enhancement Study: Phase 1, and as described on Exhibit A (Scope of Services), attached and made a part of this contract.

A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before April 28, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed One Hundred Thirty Nine Thousand Nine Hundred Seventy Nine Dollars and Fourteen Cents (\$139,979.14). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

The fixed fee profit of Eleven Thousand Thirty Eight Dollars and Eighteen Cents (\$11,038.18) shall be paid as a percentage (12%) of the Adjusted Direct labor billed on each approved invoice, with any remainder to be paid upon final Agreement completion.

Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the

billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.

Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month. The City will retain five percent (5%) of total Project cost, or Six Thousand Nine Hundred Ninety Eight Dollars and Ninety Six Cents (\$6,998.96), until the Community Development Director provides written notice of final acceptance of the Project.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

\*\*\* The rest of this page is intentionally left blank \*\*\*

APPROVED AS TO FORM:

Walter Trout

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS:

HDR Engineering, Inc., as Consultant:

By: Elizabeth Coday

By: Jason Kjenstad

Printed name: Elizabeth Coday

Printed name: Jason Kjenstad

Title: Office Manager

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, The Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should

it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.



- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and

workers' compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of twenty-five (25) pages; Exhibit A, Scope of Services consisting of five (5) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of eight (8) pages; and Exhibit G, Fee Schedule, consisting of nine (9) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to,

acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.
- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. Reserved for future use.
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, materially amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- i. Exclusions from coverage;
- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

**MM. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**NN. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement and fails to cure within ten (10) days of written notification of default, specifying the specific nature of the default.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant and failure of Consultant to cure within ten (10) days after receiving written notification, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state



that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.
- DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

**Part III**  
**FEDERAL CONTRACTUAL PROVISIONS**

**REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

**1. ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

**2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”

3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

### 3. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

#### **4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### **5. ENERGY CONSERVATION**

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

#### **7. LOBBYING RESTRICTIONS**

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

## **8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

## **9. PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes,"

means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any

statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

## **11. SAFE OPERATION OF MOTOR VEHICLES**

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

**Seat Belt Use:** The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

**Distracted Driving** The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **12. TERMINATION**

The City may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract,

or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

### **13. VIOLATION AND BREACH OF CONTRACT**

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;



3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

#### **14. DETERMINATION OF ALLOWABLE COSTS**

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

#### **15. ERRORS AND OMISSIONS**

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate and without mistakes or omissions. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

#### **16. PROFESSIONAL REGISTRATION**

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

#### **17. TITLE VI ASSURANCES FOR NON-DISCRIMINATION**

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

EXHIBIT "A"  
SCOPE OF SERVICES

Casper Area MPO | Western Gateway Corridor Enhancement Study: Phase 1  
Revised Scope of Work- Post Selection



Western Gateway Corridor Enhancement Study:  
Phase 1

**1. Corridor Study**

**1.1. Project Management**

- a. Project setup and monitoring
- b. Progress reports and Involving

**1.2. Methods and Assumptions**

- a. Develop a Methods and Assumptions document addressing parameters to be used as the basis for the study
- b. Present and discuss parameters at kickoff meeting and finalize

**1.3. Data Collection**

- c. Obtain crash data
- d. Obtain traffic counts
  - a. Intersection morning and afternoon/evening peak hour turning movement counts
  - b. Segment counts
- e. Gather base mapping data
- f. Gather recent studies in the area
- g. Gather available site plans for future land development

**1.4. Traffic Forecasts**

- a. Review existing and future land use, density, and form
  - a. Document potential changes or deviations from future land use plan and travel demand model
  - b. Implement approach documented in Methods and Assumptions document to incorporate changes into the forecasting process
- b. Develop peak hour and daily volumes for study area roadway segments and intersections for the following conditions:
  - a. Existing conditions (Year 2022)
  - b. Planning Horizon conditions (Year 2045 or as determined by the study team)
- c. Forecasts will be developed using the Casper Area MPO travel demand model
- d. Develop traffic forecasting memo

*Task note: an Interim-year analysis (often for 'Opening Day' or '5-Year Outlook') may be included if Interim improvements are desired. This effort can be discussed at the scoping meeting.*

1

**1.5. Traffic Operations Analysis**

- a. Conduct a No Build condition traffic operations analysis for the following scenarios to identify operational needs along the corridor:
  - a. Existing conditions
  - b. Planning Horizon conditions
- b. Conduct a Build condition traffic operations analysis for the following scenarios to identify and evaluate potential improvements along the corridor:
  - a. Planning Horizon conditions
- c. At Intersections of Interest for signalization, or removal of signals, develop a planning-level traffic signal warrant analysis to identify the approximate 5-year timeframe for when a signal may be warranted (or not warranted for possible removal)
- d. Develop traffic operations analysis memo

**1.6. Crash History**

- a. Review reported study corridor crashes for the last 5 years of complete data
- b. Assumes crash history provided by Wyoming DOT
- c. Identify high crash locations and trends
- d. Develop crash history memo to summarize findings

**1.7. Safety Audit**

- a. Conduct a Road Safety Audit following FHWA guidelines
- b. Includes pre-meeting, site visit, and follow-up meeting to review findings
- c. Develop findings memo

*Task note: items in this task may be combined with other tasks to maximize available resources.*

**1.8. Access Management**

- a. Identify overlapping turn conflicts
- b. Identify functional area of major intersections
- c. Identify large vehicle conflicts
- d. Develop access management memo

**1.9. Transit Operations**

- a. Identify transit needs and potential solutions
- b. Summarize findings in a transit operations memo

**1.10. Bicycle and Pedestrian Analysis**

- Identify connectivity and continuity needs
- Review existing crossing locations and identify potential/desired crossing locations
- Review conflicts with vehicular travel
- Summarize findings in a bicycle and pedestrian analysis memo

## 2. Conceptual Design

### 2.1. Concept Development

Develop high-level corridor segment, intersection, and multimodal concepts based on established needs from Task 1 and feedback received during Workshop #1, Public Meeting #1, and Stakeholder Meetings #1.

Concepts may include:

- Typical section-related improvements
- Intersection improvements, such as turn lane geometrics, changes to Intersection control, and multimodal crossing elements
- Multimodal improvements
- Streetscape and lighting concepts
- Gateway monuments
- Stormwater improvements
- Access management modifications, such as islands, medians, and access closures
- Transit improvements

### 2.2. Feasible Solutions Development

Based on feedback received during Workshop #2, refine concepts, and develop feasible scenarios reflective of potential future projects. Concepts developed in the previous task may be screened out in Workshop #2 and not carried forward into this task.

*Task note: conceptual design of 'new concepts' is expected to be minimal in Task 2.2. This task is geared towards refining concepts carried forward from Task 2.1 and combining individual intersection and segment concepts to reflect future projects.*

### 2.3. Cost Estimates

- a. Develop cost estimates for Task 2.1 and Task 2.2.

### 2.4. Evaluation Matrix

- a. Develop evaluation matrix for finalist alternatives evaluated as Feasible Solutions in Task 2.2.

## 3. Corridor Study Report

### 3.1. Develop Recommendations

- a. Develop a schedule of improvement projects for the corridor, which includes an estimate of costs and general timeline for implementation of each project

### 3.2. Draft Report

- a. Develop draft report for study team review.

### 3.3. Final Report

- a. Revise and finalized report based on study team and public comments.
- b. Deliver two (2) printed and bound copies of the final report to the MPO.

## 4. Study Team Meetings

### 4.1. Kickoff Meeting

Meet with the Project Advisory Committee to confirm expectations and finalize the work plan. The Methods and Assumptions document will be discussed at this meeting.

### 4.2. Progress Meeting

Virtual progress meetings to provide progress updates and solicit feedback from the Project Advisory Committee.

- a. Assumes 4 meetings

### 4.3. Workshop #1

Study team meeting to review Public/Stakeholder Meeting #1 feedback and corridor needs identified in Task 1 and brainstorm potential concepts to address these needs.

*Task note: this workshop is intended to engage technical experts and agency leadership not part of the day-to-day study team, where it is advantageous to include them as part of the concept brainstorming and discussions of lessons learned and best practices associated with potential improvements.*

### 4.4. Workshop #2

Study team meeting to review concepts developed from Workshop #1, potentially eliminate concepts from further consideration, and group individual concepts into potential 'projects' for further analysis and refinement.

*Task note: this workshop is intended to engage technical experts and agency leadership not part of the day-to-day study team, where it is advantageous to include them as part of a key decision milestone where initial concepts may be dropped from further consideration and individual concepts may be grouped to form larger potential 'projects'.*

## 5. Public Engagement

### 5.1. Public Meetings

Conduct 2 open house style public meetings and an online meeting to gather feedback from the public. Meetings will be held in-person and meeting content will be made available online for the public to review throughout the comment period.

- Public Meeting #1: Issues and Needs Meeting
- Public Meeting #2: Recommendations Meeting
- Online Public Meeting

### 5.2. Stakeholder Meetings

Conduct 2 days of stakeholder meetings (anticipated to be) in conjunction with each public meeting. Stakeholder meetings will be geared towards a more informal setting than the public meeting with guided discussion from the HDR team. The goal is to gather feedback from the stakeholders related to what is presented at the meeting.



- Stakeholder Meeting #1: Issues and Needs Meeting
- Stakeholder Meeting #2: Recommendations Meeting

**5.3. Online and Social Media Communications**

Develop in conjunction with MPO staff a Public Involvement Plan (PIP) for the project that includes a schedule and format for all public outreach including online and social media content.

*The above preliminary scope of services was developed to address key tasks associated with the HDR team's proposal. We intend to discuss and fine-tune the scope and proposed hours with the Casper Area MPO after selection. Additional details to the scope may be added at that time to clarify expectations and deliverables.*

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Western Gateway Corridor Enhancement Study: Phase 1; and,

WHEREAS, on May 20, 2022, the Consultant Selection Committee approved the hiring of HDR Engineering, Inc., 601 Metz Drive, Gillette, Wyoming, 82717, to complete the Western Gateway Corridor Enhancement Study: Phase 1; and,

WHEREAS, HDR Engineering, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with HDR Engineering, Inc., to complete the Western Gateway Corridor Enhancement Study: Phase 1 in accordance with the Agreement, for an amount not to exceed One Hundred Thirty Nine Thousand Nine Hundred Seventy Nine Dollars and Fourteen Cents (\$139,979.14).

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CASPER AREA METROPOLITAN PLANNING  
ORGANIZATION POLICY COMMITTEE

\_\_\_\_\_  
Liz Becher  
Community Development Director

\_\_\_\_\_  
Sabrina Kemper  
Chairwoman

## EXHIBIT "C"

### NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this HDR Engineering, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.



5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

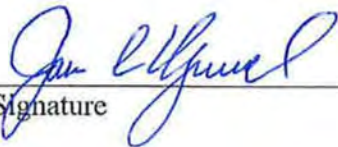
CERTIFICATION OF CONSULTANT

I hereby certify that I, Jason Kjenstad am the Vice President of and duly authorized representative of the firm of HDR Engineering, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

6-13-2022  
Date

  
Signature

Jason Kjenstad  
Printed Name

Vice President  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Ray Pacheco  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF South Dakota ) ss

COUNTY OF Minnehaha ) ss

I, Jason Kjenstad, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Vice President  
Title

Subscribed in my presence and sworn to before me this 13<sup>th</sup> day of June, 2022, by:

[Signature]  
Elizabeth Coday

Notary Public

8-8-2025  
My Commission Expires



EXHIBIT "G"  
FEE SCHEDULE

**COST PROPOSAL**  
RFP NO. MPO 22-01

Western Gateway Corridor Enhancement Study, Phase 1  
Casper Area MPO

Prepared by:

**HDR Engineering, Inc.**  
601 Metz Drive  
Gillette WY 82717 -0457  
(307) 228-6019

Design Fee:	\$	128,940.96	Cost-Not-To-Exceed
	\$	<u>11,038.18</u>	Fixed Fee Profit
	\$	139,979.14	Total

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST  
MAN-HOUR ESTIMATE**

Roadway Design						
Oakley, Michael	48	Man-hours @	\$ 66.14	/Hour	= \$	3,174.72
Wiegand, Jonathan	142	Man-hours @	\$ 58.76	/Hour	= \$	8,343.92
Cook, Tom	196	Man-hours @	\$ 34.26	/Hour	= \$	6,714.96
Smith, Jeron	134	Man-hours @	\$ 32.85	/Hour	= \$	4,401.90
Oakley, Jullanna	102	Man-hours @	\$ 35.77	/Hour	= \$	3,648.54
Frazier, Rob	9	Man-hours @	\$ 91.42	/Hour	= \$	822.78
Martinez, Greg	23	Man-hours @	\$ 51.77	/Hour	= \$	1,190.71
Angeil, Kaito	28	Man-hours @	\$ 47.00	/Hour	= \$	1,316.00
Langemach, Anita	68	Man-hours @	\$ 44.00	/Hour	= \$	2,992.00
Kolkman, Laycee	19	Man-hours @	\$ 82.68	/Hour	= \$	1,570.92
Dickson, Dacee	42	Man-hours @	\$ 21.20	/Hour	= \$	890.40
Morrison, Rebecca	20	Man-hours @	\$ 50.99	/Hour	= \$	1,019.80
	<b>831</b>					
<b>DIRECT LABOR COST</b>					<b>\$</b>	<b><u>36,086.65</u></b>

**Wyoming Department of Transportation**

Direct Salary Multiplier (Without Profit)                      2.549 Factor

(See Attachment A)

**SUMMARY OF ESTIMATED COSTS**

<b>Direct Labor Cost</b>		
Feasibility Study	<u>\$ 36,086.65</u>	
<b>DIRECT LABOR SUBTOTAL</b>		<u>\$ 36,086.65</u>
<b>Adjusted Direct Labor Cost</b>		
Direct salary times multiplier	<u>2.549</u>	<u>\$ 91,984.87</u>
<b>Fixed Fee Profit</b>		
Percent of profit	<u>12%</u>	<u>\$ 11,038.18</u>
<b>FCCM</b>		
FCCM Adjustment	<u>0.001</u>	<u>\$ 36.09</u>
<b>Construction Phase (Contingency)</b>		
Contingency Amount		<u>\$ -</u>
<b>Fixed Fee Profit</b>		
Percent of profit	<u>12%</u>	<u>\$ -</u>
<b>Direct Non-Labor Charges</b>		
Car Rental	<u>\$ 600.00</u>	
Printing Boards - Materials	<u>\$ 200.00</u>	
Website, Social Media, Misc fees	<u>\$ 500.00</u>	
Meals	<u>\$ 170.00</u>	
Mileage: HDR Vehicle	<u>\$ -</u>	
Flights	<u>\$ 450.00</u>	
CEPI Subcontract - Landscape Architecture	<u>\$ 35,000.00</u>	
	<u>\$ -</u>	
<b>DIRECT NON-LABOR CHARGES SUBTOTAL</b>		<u>\$ 36,920.00</u>
<b>TOTAL FEE REQUESTED</b>		<u>\$ 139,979.14</u>



**REIMBURSABLE EXPENSES BILLING RATES**

ITEM	BILLING RATES
2 Wheel Drive Personal Vehicle	Current Federal Government Rate
B&W and color prints	No Charge
Outside Services (overnight, printing, etc.)	Bill at cost
Meals	Bill at cost
Travel	Bill at cost
Miscellaneous Expenses	Bill at cost

**SUMMARY OF EXPENSES**

Item	Quantity	Price	Cost
Car Rental	5	\$ 120.000	\$ 600.00
Printing Boards - Materials	1	\$ 200.000	\$ 200.00
Website, Social Media, Misc fees	1	\$ 500.000	\$ 500.00
Meals	10	\$ 17.000	\$ 170.00
Mileage: HDR Vehicle	0	\$ 0.75	\$ -
Flights	1	\$ 450.00	\$ 450.00
CEPI Subcontract - Landscape Architecture	1	\$ 35,000.00	\$ 35,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

**FEE SCHEDULE**

Name	Business Title	2022 Hourly Rate (A)	Multiplier (2.549) (B)	FCCM (0.001) (C)	Total Billing Rate *
Oakley, Michael	Transportation Section Manager	\$ 66.14	2.549	0.001	\$ 168.66
Wiegand, Jonathan		\$ 58.78	2.549	0.001	\$ 149.84
Cook, Tom		\$ 34.26	2.549	0.001	\$ 87.36
Smith, Jeron	Civil EIT	\$ 32.85	2.549	0.001	\$ 83.77
Oakley, Julianna	CADD Technician	\$ 35.77	2.549	0.001	\$ 91.21
Frazier, Rob		\$ 91.42	2.549	0.001	\$ 233.12
Martinez, Greg		\$ 51.77	2.549	0.001	\$ 132.01
Angell, Katie	Senior Strategic Communications Coordinator	\$ 47.00	2.549	0.001	\$ 119.85
Langemach, Anita	Graphic Designer	\$ 44.00	2.549	0.001	\$ 112.20
Kolkman, Laycee		\$ 82.68	2.549	0.001	\$ 210.83
Dickson, Decee	Administrative Assistant	\$ 21.20	2.549	0.001	\$ 54.06
Morrison, Rebecca	Accountant	\$ 50.99	2.549	0.001	\$ 130.02

\* Total Billing Rate = (A)(B) + (A)(C)

Billing rate does not include 12% fixed fee profit.

SUMMARY OF HOURS

S.No.	ACTIVITY	Mr. Prakash Chavhan	Mr. Prakash Chavhan	Project Manager J. Waghmare	Engr. V. T. Chok	Engineer J. S. Sath	CADD J. Oakley	Surveying R. Frazer	ADA Sketches J. Waghmare	Site Camer A. P. Singh	Graphic / Web Design A. Langasach	DC / Traffic L. Indrani	Central Document	Accounting Morrison	Task Total
1.0	11 Tender Study	4		16								2	10	20	0
	12 Project Management (10 months)				6										6
	13 Methods and Assumptions			1	4	2	2								7
	14 Data Collection			1	4										2
	15 Traffic Forecasts			34	0										34
	16 Traffic Operations Analysis			2	43							1			43
	17 Crash History			2	24										27
	18 Safety Audit			2		14		6							27
	19 Access Management			4	27	8	8					4			44
	20 Transit Operations			2	10										12
	21 Bicycle and Pedestrian Analysis														0
	SUBTOTAL	4	56	112	112	24	10	6	8	0	0	10	10	20	208
2.0	2.1 Concept Design			4	4	48	40								0
	2.2 Concept Development			4	4	48	40								0
	2.3 Feasible Solutions Development (concept refinement & combin			7	4	32	32								78
	2.4 Cost Estimates			2	4	2					4				0
	2.5 Evaluation Matrix			2	4	2					4				12
	SUBTOTAL	6	12	30	10	90	80	0	12	0	4	0	0	0	204
3.0	3.1 Tender Issue Report			4											0
	3.2 Develop Recommendations			4	43										0
	3.3 Draft Report			2	16	4	4								24
	3.4 Final Report			2	16	4	4								24
	SUBTOTAL	2	12	12	58	12	12	0	0	0	0	0	0	0	100
4.0	4.1 Base Line Meeting			2	6	2									0
	4.2 Kickoff Meeting			6	6	2									0
	4.3 Progress Meeting (assumes 4 meetings)			12	0	0									0
	4.4 Workshop #1			6	4	4		2	2			2			26
	4.5 Workshop #2			6	4	4		1	1			1			24
	4.6 Workshop #3			6	4	4		1	1			1			24
	SUBTOTAL	20	30	30	18	18	0	2	3	0	0	3	0	0	104
5.0	5.1 Public Engagement														0
	5.2 Public Meeting #1			8											0
	5.3 Stakeholder Meeting #1			5	0										0
	5.4 Public Meeting #2			8											0
	5.5 Stakeholder Meeting #2			8											0
	5.6 Online and Social Media Communication			8											0
	SUBTOTAL	16	22	22	0	0	0	0	0	0	0	0	0	0	112
	Total	48	142	142	186	134	112	8	23	23	13	11	42	21	571

### Subconsultant Rates

Billing Rate			
Name	Position Title	Base Wage Rate	Proposed Billing Rate
Jared Fehringer	Landscape Architect	\$62.50	\$135

Task	Activity	Landscape Architect	Task Cost
<b>1.0</b>	<b>Corridor Study</b>		
1.3	Data Collection	30	
1.10	Bicycle and Pedestrian Analysis	15.75	
	<b>SUBTOTAL</b>	<b>45.75</b>	<b>\$ 6,176.91</b>
<b>2.0</b>	<b>Conceptual Design</b>		
2.1	Concept Development	70	
2.2	Feasible Solutions Development (concept refinement & combining to future 'projects')	60.75	
2.3	Cost Estimates	15	
	<b>SUBTOTAL</b>	<b>145.75</b>	<b>\$ 19,676.83</b>
<b>3.0</b>	<b>Corridor Study Report</b>		
3.1	Develop Recommendations	5	
3.2	Draft Report	18	
3.3	Final Report	12	
	<b>SUBTOTAL</b>	<b>35</b>	<b>\$ 4,725.00</b>
<b>4.0</b>	<b>Study Team Meetings</b>		
4.1	Kickoff Meeting	3.75	
4.2	Progress Meeting (assumes 4 meetings)	8	
4.3	Workshop #1	4	
4.4	Workshop #2	4	
	<b>SUBTOTAL</b>	<b>19.75</b>	<b>\$ 2,666.25</b>
<b>5.0</b>	<b>Public Engagement</b>		
5.1	Public Meeting #1	3	
5.2	Stakeholder Meetings #1	4	
5.3	Public Meeting #2	3	
5.4	Stakeholder Meetings #2	3	
	<b>SUBTOTAL</b>	<b>13</b>	<b>\$ 1,755.00</b>
	<b>Total</b>	<b>259.26</b>	<b>\$ 35,000.00</b>

RESOLUTION NO. 22-99

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND HDR ENGINEERING, INC., FOR THE WESTERN GATEWAY CORRIDOR ENHANCEMENT STUDY: PHASE 1.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 17, 2021, for a Western Gateway Corridor Enhancement Study: Phase 1, not to exceed One Hundred Forty Thousand Dollars and Zero Cents (\$140,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in corridor planning and design on March 25, 2022; and,

WHEREAS, the Project Selection Committee selected HDR Engineering, Inc., on May 20, 2022, to complete Western Gateway Corridor Enhancement Study: Phase 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and HDR Engineering, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of One Hundred Thirty Nine Thousand Nine Hundred Seventy Nine Dollars and Fourteen Cents (\$139,979.14) for the Western Gateway Corridor Enhancement Study: Phase 1.

PASSED, APPROVED, AND ADOPTED on this \_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



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ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Ray Pacheco  
Mayor

May 25, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director

SUBJECT: Authorizing an Amendment to the Telecommunications Right-of-Way Use Agreement between Advanced Communications Technology, Inc., (dba Range) for Installation of Additional Buried Fiber Optic Cable Infrastructure Within City Right-of-Way

Meeting Type & Date

Regular Council Meeting

June 21, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize an amendment to the Telecommunications Right-of-Way Use Agreement between Advanced Communications Technology, Inc., (dba Range) and the City of Casper to install additional buried fiber optic cable infrastructure within City right-of-way.

Summary

The City of Casper and Range entered into a Telecommunications Right-of-Way Use Agreement in August 2021, allowing Range to install and maintain fiber-optic communications systems along portions of the City's right-of-way. Range now requests permission to install additional underground fiber optic cable infrastructure. This installation is generally from 1<sup>st</sup> Street and N. David Street, along N. David Street to W. B Street, along W. B Street to N. Center Street, along N. Center St. to E. A Street, along E. A Street to N. Wolcott St., and along N. Wolcott Street to N. Kimball Street. Provisions in the agreement call for ACT to be responsible for all costs associated with construction and maintenance of the facilities and appurtenances, and restoration of the property should the facilities be discontinued or abandoned.

Financial Considerations

Provision in the Right-of-Use Agreement obligate Range to pay an initial installation fee of one dollar and fifty-two cents (\$1.52) per foot, with an annual fee of twelve cents (\$0.12) per foot fee for each foot of encumbered city right-of-way. As this new installation is approximately 3,759.4 feet in length, the initial fee due the City will be five thousand seven hundred fourteen dollars and twenty-nine cents (\$5,714.29).

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director

Attachments

Resolution

Amendment No. 1 to the Telecommunications Right-of-Way Use Agreement Between Advanced Communications Technology, Inc. (dba Range), and the City of Casper



**AMENDMENT NO. 1 TO THE TELECOMMUNICATIONS RIGHT OF WAY  
USE AGREEMENT BETWEEN ADVANCED COMMUNICATIONS  
TECHNOLOGY, INC. (DBA RANGE), AND THE CITY OF CASPER  
("AMENDMENT")**

This Amendment (Amendment No. 1) to the *Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA Range), and the City of Casper* is entered into on this 23<sup>rd</sup> 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. Advanced Communications Technology, Inc., dba Range, ("Company"), whose address is P.O. Box 7039, Sheridan, Wyoming 82801.

Throughout this document, the City and the Company may be collectively referred to as the "parties."

**RECITALS**

A. On August 17, 2021, the City and Company entered into the *Telecommunications Right of Way Use Agreement between Advanced Communications Technology, Inc. (DBA Range), and the City of Casper* ("Contract") to permit limited use of the public right-of-way (Streets) for the installation of conduit to maintain a fiber optic communications system.

B. The Contract is not a franchise agreement and limits the installation and operation of Company's Facilities in City right of way to those described in Exhibit A to the Contract.

C. The Company wants to add approximately 3,759.4 feet of fiber and associated appurtenances ("Facilities") in City right of way for a Casper Office Interconnect as shown on drawings prepared by WWC Engineering, titled *Range Telephone Cooperative, Inc., State of Wyoming – Casper Office Interconnect, City of Casper Fiber Optic License*, Sheets 1 of 2 and 2 of 2, dated 5/10/2002, attached hereto and incorporated herein at this point as if fully set forth as part of this Amendment No. 1 and labeled as *Exhibit 001*.

D. The City wants to approve the above-described, additional Facilities by approving this Amendment No. 1 to the Contract, and the City will receive additional compensation for the additional Facilities at the rates set forth in the Contract.

**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 EXHIBIT A TO THE CONTRACT**

*Exhibit 001* (described above) is hereby added to Exhibit A to the Contract

**3. AMENDMENT TO EXHIBIT B TO THE CONTRACT**

*Exhibit B* in the Contract is replaced with the attached *Exhibit B, Rev 1*, which includes a line for the Casper Office Interconnect fiber.

**4. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter T. [Signature]

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

COMPANY  
Advanced Communications Technology, Inc.

By: Cheryl Jackson  
Printed Name: Cheryl Jackson  
Title: Executive Assistant

By: [Signature]  
Printed Name: AARON SOPKO  
Title: VP/GM



May 24, 2022

City of Casper  
Attn: Andrew Beamer, P.E.  
200 North David Street  
Casper, Wyoming 82601

Dear Mr. Beamer,

Enclosed is the executed amendment to the Telecommunications Right-of-Way Use Agreement between Advanced Communications Technology, Inc. (ACT), dba Range and the City of Casper. This agreement allows for the installation of additional fiber between 1<sup>st</sup> St. & Davis St. to C St. & Kimball St. Please return a fully executed copy to my attention at:

Cheryl Jackson  
Advanced Communications, Inc.  
290 N. Brooks St.  
Sheridan, Wyoming 82801

Please contact me at 307-673-0910 if you have any questions.

Respectfully,

Cheryl Jackson  
Executive Assistant

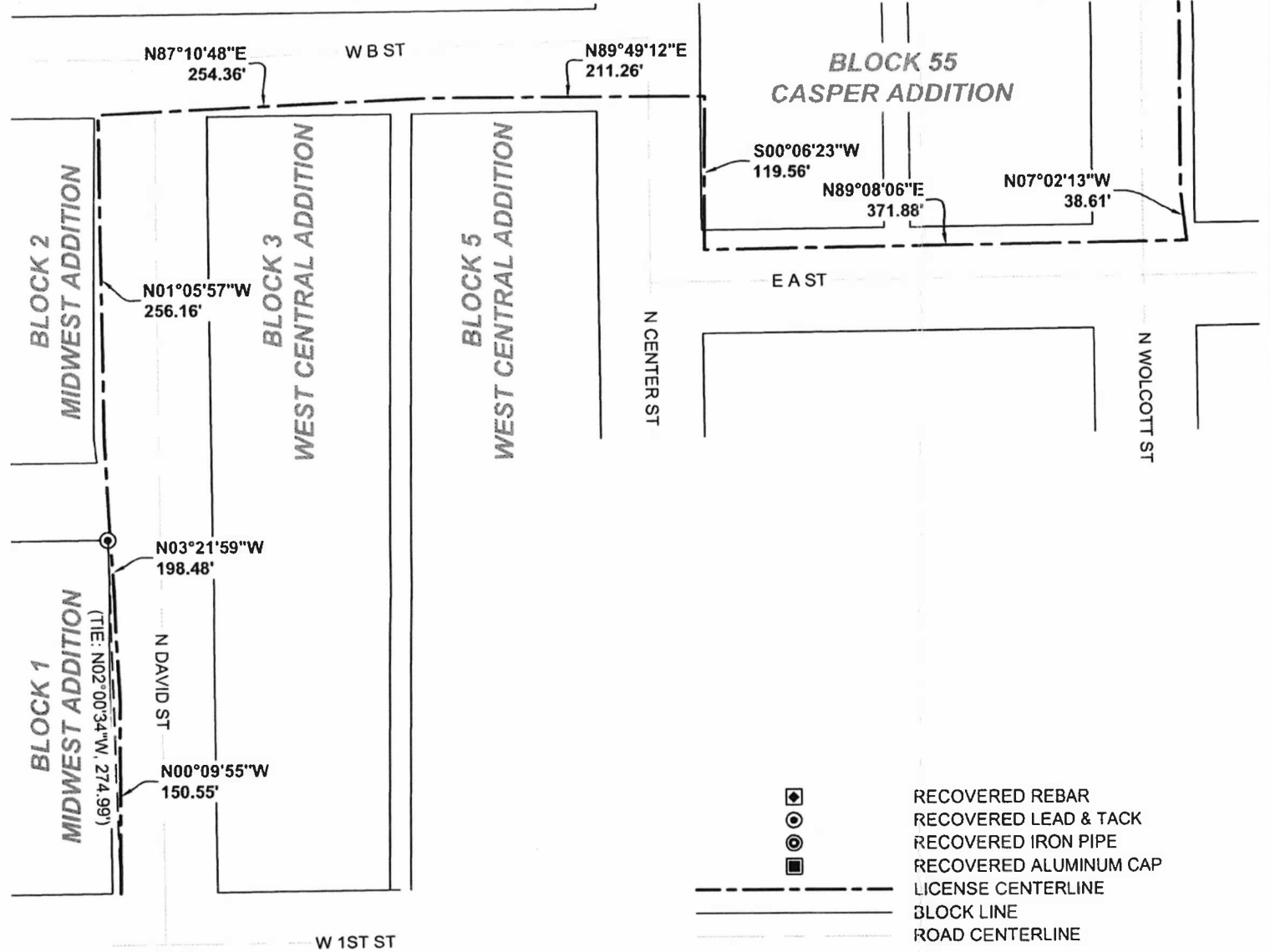
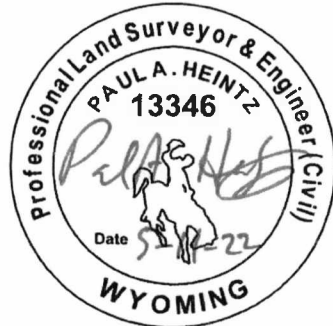
**LEGAL DESCRIPTION**

A License located in and being a portion of the SE1/4NW1/4, SW1/4NE1/4 Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, being more particularly described by centerline as follows:

Beginning at a point in the north right-of-way line of W. 1st St., from which a lead and tack monumenting the northeast corner of Block 1, Midwest Addition bears, N02°00'34"W, 274.99 feet; thence, N00°09'55"W, 150.55 feet; thence N03°21'59"W, 198.48 feet; thence N01°05'57"W, 256.16 feet; thence N87°10'48"E, 254.36 feet; thence N89°49'12"E, 211.26 feet; thence S00°06'23"W, 119.56 feet; thence N89°08'06"E, 371.88 feet; thence N07°02'13"W, 38.61 feet; thence N00°35'07"W, 639.33 feet; thence N83°41'38"E, 778.16 feet; thence N89°18'12"E, 517.70 feet; thence S00°11'14"E, 223.33 feet to the Point of Terminus, from which an aluminum cap monumenting the southeast corner of Lot 4, Block 59, Casper Addition bears, S01°26'15"W, 43.81 feet. Said License is 3759.40 feet, more or less, in length.

**CERTIFICATE OF SURVEYOR**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



- ◻ RECOVERED REBAR
- RECOVERED LEAD & TACK
- ⊙ RECOVERED IRON PIPE
- ◼ RECOVERED ALUMINUM CAP
- LICENSE CENTERLINE
- BLOCK LINE
- ROAD CENTERLINE

DESIGNED BY: *WWC*  
 DRAWN BY: *SWC*  
 CHECKED BY: *PAH*  
 DATE: 5/10/2022

SHEET  
**1 of 2**

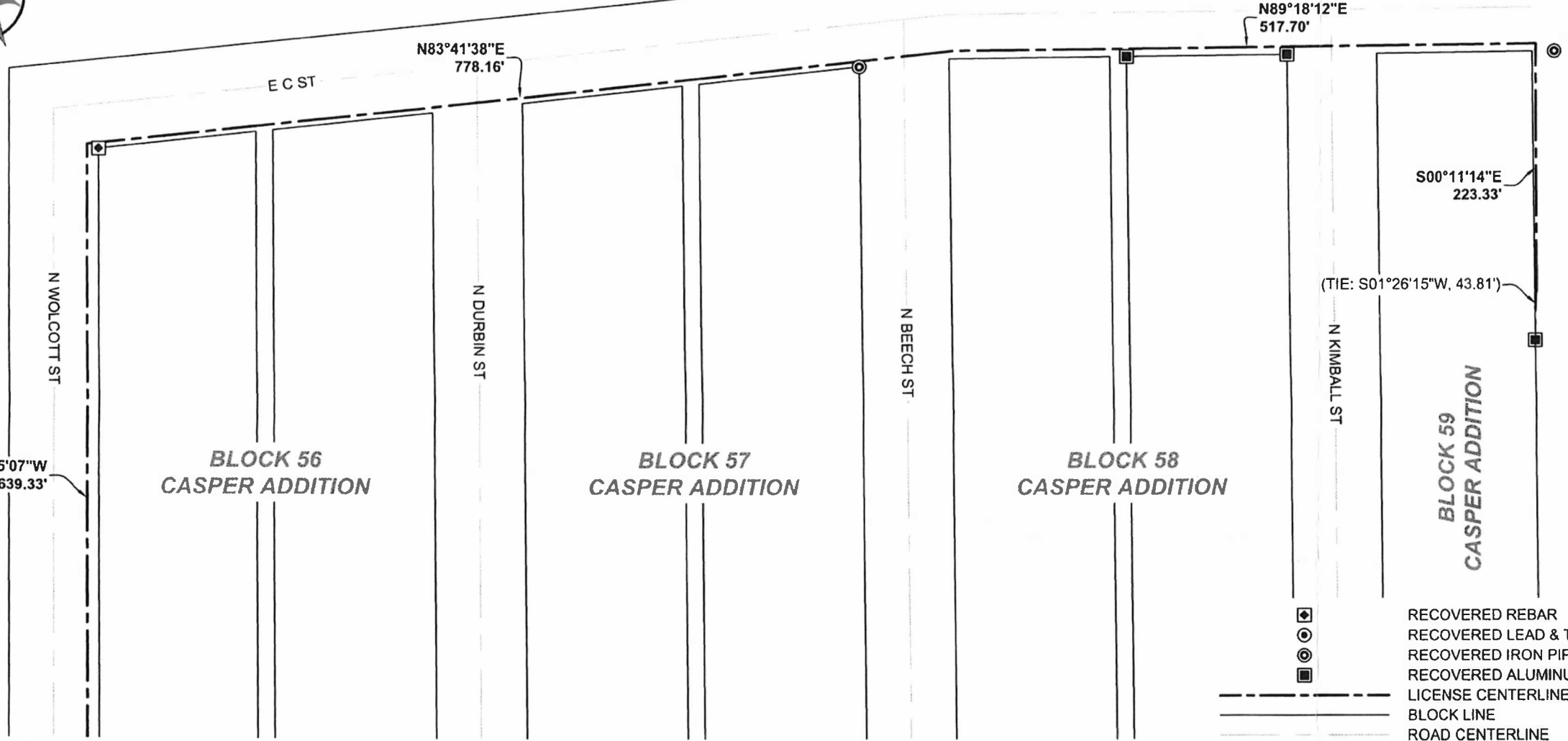
RANGE TELEPHONE COOPERATIVE, INC  
 STATE OF WYOMING - CASPER OFFICE INTERCONNECT  
**CITY OF CASPER FIBER OPTIC LICENSE**  
 SE1/4NW1/4, SW1/4NE1/4, SECTION 9, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:  
  
**WWC ENGINEERING**  
 5880 ENTERPRISE DR., SUITE 600  
 CASPER, WY 82609  
 (307) 473-2707  
 www.wwcengineering.com

NO.	REVISION	BY	DATE

PROJECT NO.: 2022-160

**EXHIBIT**  
**001**



DESIGNED BY: WWC  
 DRAWN BY: SWC  
 CHECKED BY: PAH  
 DATE: 5/10/2022

SHEET  
**2 of 2**

RANGE TELEPHONE COOPERATIVE, INC  
 STATE OF WYOMING - CASPER OFFICE INTERCONNECT  
**CITY OF CASPER FIBER OPTIC LICENSE**  
 SE1/4NW1/4, SW1/4NE1/4, SECTION 9, T.33N., R.79W., NATRONA COUNTY, WYOMING

PREPARED BY:  
  
**WWC ENGINEERING**  
 5880 ENTERPRISE DR., SUITE 600  
 CASPER, WY 82609  
 (307) 473-2707  
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NO.	REVISION	BY	DATE

PROJECT NO.: 2022-160

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
Poplar Street	88.56	91.13	93.77	96.49	99.29	102.17	105.13	108.18	111.32	114.54	117.87	121.28	124.80	128.42
Tmobile on Poplar	41.16	42.35	43.58	44.85	46.15	47.48	48.86	50.28	51.74	53.24	54.78	56.37	58.00	59.69
East C Street	497.64	512.07	526.92	542.20	557.93	574.11	590.76	607.89	625.52	643.66	662.32	681.53	701.29	721.63
Walsh Drive	536.76	552.33	568.34	584.83	601.79	619.24	637.20	655.67	674.69	694.25	714.39	735.10	756.42	778.36
Casper College	1,114.32	1,146.64	1,179.89	1,214.10	1,249.31	1,285.54	1,322.82	1,361.19	1,400.66	1,441.28	1,483.08	1,526.09	1,570.34	1,615.88
125 Walsh Dr. Road Move	245.52	252.64	259.97	267.51	275.26	283.25	291.46	299.91	308.61	317.56	326.77	336.25	346.00	356.03
444 W. Collins Drive	181.92	187.20	192.62	198.21	203.96	209.87	215.96	222.22	228.67	235.30	242.12	249.14	256.37	263.80
Casper Office Interconnect (Amendment 1)	451.20	464.28	477.75	491.60	505.86	520.53	535.63	551.16	567.14	583.59	600.51	617.93	635.85	654.29
<b>Total</b>	<b>3,157.08</b>	<b>3,248.64</b>	<b>3,342.85</b>	<b>3,439.79</b>	<b>3,539.54</b>	<b>3,642.19</b>	<b>3,747.81</b>	<b>3,856.50</b>	<b>3,968.34</b>	<b>4,083.42</b>	<b>4,201.84</b>	<b>4,323.69</b>	<b>4,449.08</b>	<b>4,578.10</b>
Change over year		2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%

Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
132.15	135.98	139.92	143.98	148.15	152.45	156.87	161.42	166.10	170.92	175.88
61.42	63.20	65.03	66.92	68.86	70.85	72.91	75.02	77.20	79.44	81.74
742.56	764.09	786.25	809.05	832.51	856.66	881.50	907.06	933.37	960.44	988.29
800.93	824.16	848.06	872.65	897.96	924.00	950.80	978.37	1,006.74	1,035.94	1,065.98
1,662.74	1,710.96	1,760.58	1,811.64	1,864.17	1,918.24	1,973.86	2,031.11	2,090.01	2,150.62	2,212.99
366.35	376.98	387.91	399.16	410.74	422.65	434.90	447.52	460.50	473.85	487.59
271.45	279.33	287.43	295.76	304.34	313.16	322.25	331.59	341.21	351.10	361.28
673.26	692.79	712.88	733.55	754.82	776.71	799.24	822.42	846.27	870.81	896.06
<b>4,710.87</b>	<b>4,847.48</b>	<b>4,988.06</b>	<b>5,132.71</b>	<b>5,281.56</b>	<b>5,434.73</b>	<b>5,592.33</b>	<b>5,754.51</b>	<b>5,921.39</b>	<b>6,093.11</b>	<b>6,269.81</b>
2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%	2.90%

**EXHIBIT**  
 B, Rev 1  
 Page 2 of 2

RESOLUTION NO. 22-100

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE TELECOMMUNICATIONS RIGHT-OF-WAY USE AGREEMENT BETWEEN ADVANCED COMMUNICATIONS TECHNOLOGY, INC. (DBA RANGE), AND THE CITY OF CASPER.

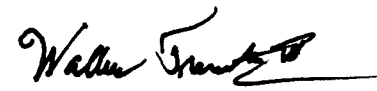
WHEREAS, ACT has requested permission from the City to install additional underground fiber-optic communications systems along City right-of-way from West 1<sup>st</sup> Street and North David Street to East 'C' Street and North Kimball Street; and,

WHEREAS, the City of Casper previously entered into a Telecommunications Right-of-Way Use Agreement to allow this type of installation, and that an amendment is necessary to that agreement to include this installation.

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 Telecommunications Right-of-Way Use Agreement between Advanced Communications Technology, Inc. (dba Range), and the City of Casper for the purpose of using certain City right-of-way for constructing, altering, operating, maintaining, inspecting, repairing, replacing and removing underground fiber optic cable infrastructure, more particularly described in said amendment, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor



June 21, 2022

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

FROM: Andrew B. Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Synergy Painting, LLC, in the amount of \$48,108, for the Solid Waste Buildings Painting, Project No. 21-047.

**Meeting Type & Date:**  
Regular Council Meeting  
June 21, 2022

**Action Type**  
Resolution

**Recommendation:**  
That Council, by resolution, authorize an agreement with Synergy Painting, LLC, in the amount of \$48,108, for the Solid Waste Buildings Painting, Project No. 21-047. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000, for a total project amount of \$53,108.

**Summary:**  
On Wednesday, May 25, 2022, one (1) bid was received for the Solid Waste Buildings Painting, Project No. 21-047. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Synergy Painting, LLC	Mills, Wyoming	\$48,108

The engineer's estimate prepared by the City Engineering Office was \$65,000, with the low bid received at \$48,108. Adding a construction contingency amount of \$5,000 will bring the total contract amount to \$53,108.

The project consists of power washing and painting the metal exterior surfaces of the Baler Building, Scale House, and Baler Maintenance Building. The completion date for the project is October 28, 2022.

**Financial Considerations:**  
Funding for this project will be from Bale Fill Reserves.

Synergy Painting, LLC  
Solid Waste Buildings Painting  
Project No. 21-047

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech

**Attachments:**

Resolution

Agreement

Synergy Painting, LLC  
Solid Waste Buildings Painting  
Project No. 21-047

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 Synergy Painting, LLC, PO Box 633, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to repaint several buildings at the City of Casper Solid Waste Facility and,

WHEREAS, Synergy Painting, LLC, is able and willing to provide those services specified as the Solid Waste Buildings Painting Project No. 21-047.

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 Buildings Painting Project No. 21-047, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 28, 2022, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 4, 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 Forty-Eight Thousand One Hundred Eight Dollars (\$48,108). See Exhibit "A" - Bid Form.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.
  - 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 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-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. (0).
- 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 two (2) 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 Buildings Painting Project No. 21-047**
- 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:



\_\_\_\_\_

CONTRACTOR:

Synergy Painting, LLC

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  
**Solid Waste Buildings Painting  
Project No. 21-047**

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 October 28, 2022, and completed and ready for final payment not later than November 4, 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. N/A Dated N/A  
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: \$ 48,108.<sup>00</sup>

TOTAL BASE BID, IN WORDS: Forty Eight Thousand One hundred eight dollars and <sup>00</sup>/<sub>100</sub> 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: Synergy Painting, LLC  
P.O. Box 1633  
Mills, WY 82644  
synergypaint2017@gmail.com

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: Synergy Painting, LLC (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)

(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

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  
SOLID WASTE BUILDINGS PAINTING  
PROJECT NO. 21-047**

Bid Date: May 25, 2022 @ 2:00 pm

COMPANY NAME: Synergy Painting  
 ADDRESS: P.O. Box 1633 Mills, WY 82644

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 items.

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the Scale House	LS	1	15,425. <sup>00</sup>
2	Surface preparation and painting of the Baler Maintenance Building	LS	1	14,325. <sup>00</sup>
3	Surface preparation and painting of the Baler Building	LS	1	18,358. <sup>00</sup>
<b>TOTAL BASE BID (TOTAL OF ITEMS 1 - 3)</b>				<b>48,108.<sup>00</sup></b>

Total Base Bid in words: Forty Eight Thousand, One Hundred Eight Dollars and <sup>00</sup>/<sub>100</sub>-

Bid submitted by: Synergy Painting, LLC  
 (Individual, Partnership, Corporation or Joint-venture)

RESOLUTION NO. 22-101

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SYNERGY PAINTING, LLC, FOR THE SOLID WASTE BUILDINGS PAINTING PROJECT NO. 21-047.

WHEREAS, the City of Casper desires to contract for the painting of metal buildings at the Solid Waste Facility for the Solid Waste Buildings Painting Project; and,

WHEREAS, Synergy Painting, LLC, is able and willing to provide those services specified as the Solid Waste Buildings Painting Project, No. 21-047; 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 Five Thousand and 00/100 Dollars (\$5,000.00) 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 Synergy Painting, LLC, for those services, in the amount of Forty-Eight Thousand One Hundred Eight and 00/100 Dollars (\$48,108.00).

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 Forty-Eight Thousand One Hundred Eight and 00/100 Dollars (\$48,108.00) and Five Thousand and 00/100 Dollars (\$5,000.00) for a construction contingency account, for a total project amount of Fifty-Three Thousand One Hundred Eight and 00/100 Dollars (\$53,108.00).

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 Five Thousand and 00/100 Dollars (\$5,000.00) 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


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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

May 27, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
 Bruce Martin, Public Utilities Manager  
 Alex Sveda, P.E., City Engineer AS  
 Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$427,993.75, for the Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue, Project No. 21-069.

Meeting Type & Date  
 Regular Council Meeting  
 June 21, 2022

Action type  
 Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Crown Construction, LLC, for construction of the Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue, Project No. 21-069, for the base bid amount of \$427,993.75. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$16,006.25, for a total project amount of \$444,000.00.

Summary

On May 27, 2022, bids were received from two (2) contractors for construction of the Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue Project. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Crown Construction</b>	<b>Mills, Wyoming</b>	<b>\$427,993.75</b>
71 Construction	Casper, Wyoming	\$543,017.73

The Engineering Office cost estimate for the project was \$461,260.00.

The City of Casper Public Services Department makes ongoing evaluations of storm sewer infrastructure and associated risks of failing pipe sections. The existing section of storm sewer pipe from 12<sup>th</sup> Street to Farnum Avenue in the Eastdale drainage system is an elliptical corrugated metal pipe (CMP) that is 96 inches wide and 60 inches deep (96"x60"). The pipe coating has degraded over many years and the bottom of the CMP has rusted in many places. The risk of pipe failure or collapse with large diameter CMP, which had taken place on downstream sections near Highland Park in the past, results in such sections being prioritized for

replacement.

Plans for this project include 630 linear feet of 54” high density poly-ethylene (HDPE) slip-lining. This method will provide the least disruption to businesses, reduce the need for asphalt replacement in the parking lots, and will still provide hydraulic flow conditions to meet the needs of the pipe system. Miscellaneous nearby sanitary sewer repairs are also included in the project scope using a separate funding source. Construction of the improvements is to be substantially complete by October 28, 2022.

Funding Considerations

Funding for the project will be from Optional One Percent #16 Funds for Storm Sewer in the amount of \$427,500 and from Sewer Fund Reserves for FY22 Miscellaneous Sewer Main Replacement in the amount of \$16,500.

Oversight/Project Responsibility

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

Attachments

Resolution  
Agreement  
Bid Form



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to replace storm sewer main upstream from Highland Park between 12<sup>th</sup> Street and Farnum Avenue; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the City of Casper, Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue, Project No. 21-069.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue, Project No. 21-069.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 28, 2022, and completed and ready for final payment in accordance with Article 14 of the General Conditions by November 11, 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 Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall

Crown Construction, LLC  
Highland Park Storm Sewer – 12<sup>th</sup> to Farnum, Project No. 21-069

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 One Hundred Dollars (\$100.00) 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 Four Hundred Twenty-Seven Thousand Nine Hundred Ninety-Three and 75/100 Dollars (\$427,993.75), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.
  - 5.1.1 Progress payments will be made in an amount equal to ninety five percent (95%) of the Work completed, and ninety five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.
  - 5.1.2 Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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 Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding fifty thousand dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

Crown Construction, LLC

Highland Park Storm Sewer – 12<sup>th</sup> to Farnum, Project No. 21-069

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions (Section 01810).
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

Crown Construction, LLC

Highland Park Storm Sewer – 12<sup>th</sup> to Farnum, Project No. 21-069

8.16 Certificate of Substantial Completion.

8.17 Drawings: Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue (4 Sheets)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

*(this space intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(Highland Park Storm Sewer Replacement – 12<sup>th</sup> Street to Farnum Avenue, Project 21-069)

*Walker Tremblay*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

CONTRACTOR:

Crown Construction, LLC

PO Box 664

Mills, Wyoming 82644

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

**EXHIBIT "A"**  
**STANDARD**  
**BID FORM**

PROJECT IDENTIFICATION: City of Casper  
**Highland Park Storm Sewer Replacement**  
**(12<sup>th</sup> Street to Farnum Avenue)**  
**Project No. 21-069**

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 **October 28, 2022**, and completed and ready for final payment not later than **November 11, 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>5/24/2022</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: \$ 427,993.75

TOTAL BASE BID, IN WORDS: Four hundred twenty seven thousand nine hundred ninety three + DOLLARS.  
70 twenty six cents

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Crown Construction LLC  
P.O. Box 6664  
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 27, 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)

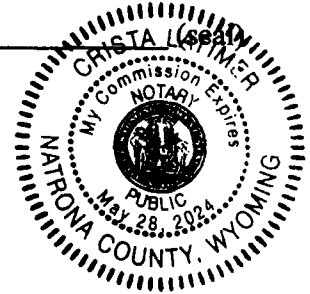
Wyoming  
(State of Incorporation or Organization)

By: [Signature]

(Title) Public Notary

(Seal)

Attest: Crista L. Palmer



Business Address: Crown Construction LLC  
P.O. Box 6664  
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.)

**BID SCHEDULE - CROWN CONSTRUCTION**  
**Highland Park Storm Sewer Replacement - 12th to Farnum**  
**Project No. 21-069**  
**May 27, 2022 (11:00 am)**

<b>Item</b>	<b>Bid Item Description</b>	<b>Units</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extension</b>
1-A	Mobilization	LS	1	\$24,418.75	\$24,418.75
2-A	F&I Temporary Traffic Control	LS	1	\$18,000.00	\$18,000.00
3-A	Remove & Dispose of 96"x60" CMP Storm Sewer (Pit Sections)	LF	140	\$25.00	\$3,500.00
4-A	R&R Asphalt Patch Section (4" Asphalt / 8" Base)	SY	515	\$50.00	\$25,750.00
5-A	Resident Communication Plan	LS	1	\$2,000.00	\$2,000.00
6-A	F&I 54" HDPE Slip-Line Storm Sewer (or Equal)	LF	630	\$490.00	\$308,700.00
7-A	F&I Concrete Bulk-Heads at Pit Sections	LS	1	\$6,000.00	\$6,000.00
8-A	F&I Imported Select Backfill	CY	400	\$37.00	\$14,800.00
9-A	F&I Separation/Stabilization Fabric (RS 380i)	SY	515	\$15.00	\$7,725.00
10-A	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	1	\$600.00	\$600.00
	<b>BID SCHEDULE A - SUBTOTAL</b>				<b>\$411,493.75</b>
1-B	R&R Sanitary Sewer Manhole ED-0925 (4'Dia. x 11.4'Deep)	LS	1	\$7,500.00	\$7,500.00
2-B	F&I 12" Sanitary Sewer Point Repair (15'Long x 10.5'Deep)	LS	1	\$2,000.00	\$2,000.00
3-B	F&I 12" Sanitary Sewer Point Repair (15'Long x 9'Deep)	LS	1	\$2,000.00	\$2,000.00
4-B	Restore or Preserve Existing Park Surfacing	LS	1	\$5,000.00	\$5,000.00
	<b>BID SCHEDULE B - SUBTOTAL</b>				<b>\$16,500.00</b>
	<b>TOTAL BASE BID (SUM OF A + B)</b>				<b>\$427,993.75</b>

RESOLUTION NO. 22-102

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE HIGHLAND PARK STORM SEWER REPLACEMENT – 12<sup>TH</sup> TO FARNUM, PROJECT NO. 21-069.

WHEREAS, the City of Casper desires to replace a portion of storm sewer pipe in the Eastdale drainage system from 12<sup>th</sup> Street to Farnum Avenue; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the Highland Park Storm Sewer Replacement – 12<sup>th</sup> to Farnum, Project 21-069; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Sixteen Thousand Six and 25/100 Dollars (\$16,006.25), 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 Four Hundred Twenty-Seven Thousand Nine Hundred Ninety-Three and 75/100 Dollars (\$427,993.75).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Four Hundred Twenty-Seven Thousand Nine Hundred Ninety-Three and 75/100 Dollars (\$427,993.75), and Sixteen Thousand Six and 25/100 Dollars (\$16,006.25) for a construction contingency account, for a total price of Four Hundred Forty-Four Thousand and 00/100 Dollars (\$444,000.00).

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 Sixteen Thousand Six and 25/100 Dollars (\$16,006.25), 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:

(Highland Park Storm Sewer Replacement – 12<sup>th</sup> to Farnum, Project 21-069)



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

June 1, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director  
Cynthia C. Langston, Solid Waste Manager  
Alex Sveda, P.E., City Engineer *AS*  
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing a Professional Services Contract with Peak Engineering Technologies, in the amount of \$322,800, for Construction Quality Assurance Oversight & Project Administration for the Casper Regional Landfill Cell 5 Construction, Earthwork and Geosynthetics, and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Recommendation:

That Council, by resolution, authorize a Professional Services Contract with Peak Engineering Technologies (Peak), in the amount of \$322,800, for Construction Quality Assurance Oversight & Project Administration for the Casper Regional Landfill (CRL) Cell 5 Construction, Earthwork and Geosynthetics, and Construction of the CRL Leachate Collection and Control System (LCCS) Enclosures, Project No. 21-012.

Summary:

The construction for the first lined area of the CRL was completed in September, 2008. In December, 2011, the expansion of Cells 1 and 2 (totaling 25.5 acres) were completed, and in 2016, Cells 3 and 4 (totaling 15.5 acres) were completed, expanding the overall area of active landfill cells to 41 acres. With the total volume of Cells 1 through 4 nearing capacity, the City of Casper Solid Waste has begun efforts to design the construction of Cell 5, which is approximately 22.5 acres. The project includes construction of Cell 5 and the installation of five (5) roofed and walled structures to enclose each existing Cell (1 through 4) riser network and the new Cell 5 riser network. Each Cell contains a sump where stormwater leachate is pumped through the riser network manifold to force main piping which discharges into the City's sanitary sewer system. The enclosures are designed to protect the riser network controls and piping equipment and facilitate year-round maintenance. The project also includes utility stub-out amenities for future Gas Control & Collection System connections.

Peak has provided a cost of \$322,800 to provide construction quality assurance and project administration for the project. This work includes daily on-site inspection for Earthwork and Geosynthetics; coordination with Earthwork and Geosynthetics Contractors; liner leak detection, integrity surveys, and conformance testing; soils testing; certification reporting; project completion closeout and warranty inspections.

Staff recommends awarding a contract for \$322,800 to Peak to perform construction oversight and

Memo – Peak - CQA  
CRL Cell 1 Closure and Cell 5 Construction  
Project No. 21-012

project administration during the construction and lining of the landfill Cell 5. Peak's proposal appears reasonable in that they performed similar work in 2016 for Cells 3 and 4 construction of 15.5 acres for \$272,435, a cost of \$17,576 per acre. The cost per acre for this contract would be \$14,347.

Financial Considerations:

Funding for this project will be from Munis Project 2060023031 as part of Improvements Other than Bldgs.

Oversight/Project Responsibility:

Steven Stolte, E.I.T., Associate Engineer I

Attachments:

Resolution

Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ 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” or “Owner”).
2. Peak Engineering Technologies, 316 West Birch Street, PO Box 820, Glenrock, Wyoming 82637 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a construction of the Casper Regional Landfill (CRL) Cell 5 Construction, Earthwork and Geosynthetics, and Construction of the CRL Leachate Collection and Control System (LCCS) Enclosures, Project No. 21-012.

B. The project requires professional services for the Pre-Construction, Construction Management, Construction Quality Assurance, Construction Surveying, As-Built Surveying, Liner Integrity Surveying, Certification Reporting for compliance with Wyoming Department of Environmental Quality requirements and Post-Project Support.

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

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

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

1. SCOPE OF SERVICES:

A. The Consultant shall perform the following services in connection with and respecting the project:

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No.



1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing.

2. Consultant shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, but not less than one (1) time per week.
3. Pre-construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the City. At this conference, the Consultant will deliver not more than three (3) copies of the Contract Documents to the successful bidder.
4. Project Coordination. Consultant shall be responsible for all necessary coordination with the WDEQ, all general construction contractors performing the work (including but not limited to earthworks contractor work, geomembrane/geo-synthetics procurement and installation work, and LCCS Enclosures work), subcontractors/subconsultants performing geomembrane integrity/geo-electric leak detection surveys, and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
5. Construction Administration: Consultant shall provide construction quality assurance and construction management (CM) which shall include soils/materials testing, product verification testing, construction monitoring, construction verification testing, administration of project meetings as related to CQA, geomembrane integrity/geo-electric leak detection surveys following installation of geomembrane and again after placement of foundation drainage layers, and a final certification report consisting of information and data generated by the revised CQA report/program which shall document that landfill construction is in compliance with the contract documents and the design intent.
  - a. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
    1. Consultant shall make visits to the site at intervals appropriate to the

various stages of construction as Consultant deems necessary to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work. The RPR and the assistant will be on site for an average of eight (8) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

2. The RPR will be Consultant's agent or employee and under Consultant's supervision. The duties and responsibilities of the RPR are set forth in "Exhibit A, Duties, Responsibilities and Limitation of Authority of Resident Project Representative."
3. (i.) The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken, by Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this contract, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.  
  
(ii.) Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents. During such

visits, and based on his/her on-site observations, as an experienced and qualified construction management professional, Consultant shall keep City informed of the progress of the Work, and will alert City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

4. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary." Construction diary shall contain notes of conversations with the Contractor(s) or other entities on behalf of the City, a copy of which shall be given to City no less frequently than one (1) time each week during construction of the Project.
5. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and a digital time stamp. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

b. Recordkeeping.

1. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.
2. During construction, progress meetings to include City's representative, Consultant, Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings, and for circulating the minutes to all attendees within four (4) days following the meeting.
3. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractors' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he/she is in agreement.

- c. Construction Staking. Consultant shall provide limited construction staking services for the Contractors, as follows:
  - 1. Establish horizontal and vertical control for construction.
  - 2. All staking will be done once, and Contractor(s) will be responsible for additional staking at their cost.
- d. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- e. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to City.
  - 1. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
  - 2. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
  - 3. Inspection and Tests. Consultant shall provide material testing as specified in the Contract Documents.
  - 4. Disputes between City and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder and make decisions on all claims of City and Contractor(s) relating to the acceptability of the Work thereunder or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. City reserves the right to render

final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.

5. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of Applications for Payment and the accompanying data and schedules:
  - i. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - ii. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

6. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to City with written comments.
7. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable.
8. Record Drawings. Consultant shall provide the City one (1) set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractors to Consultant and which Consultant considers significant. Consultant shall also maintain a regularly updated set of "as-constructed" blueprints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). **Within thirty (30) days after Substantial Completion,** Consultant shall submit one (1) paper copy of 11" x 17" record drawings to City, as required by Municipal Code 16.16.020 and Section 1.B.7 of this Contract. Consultant shall also provide to City a copy of record drawings of the Project in AutoCAD AND .pdf digital format compatible with the City's system, labeled as "Record Drawings – CRL Cell 5 Construction, Project No. 21-012."
9. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
10. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along

with all necessary documentation to the City for approval.

11. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs 1.F.1 through I.F.11, inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 19<sup>th</sup> day of December 2022 (with warranty period ending on or before December 19, 2023).

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Three Hundred Twenty-Two Thousand Eight Hundred and 00/100 Dollars (\$322,800).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITION; and the documents set forth in Part I, Section 1.A.1. of this contract.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**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

CONSULTANT  
Peak Engineering Technologies

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant 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 Consultant which are pertinent to this Contract. The Consultant 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 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence

limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
  3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. 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 Consultant 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 Consultant 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:

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

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 A  
TO  
CONTRACT FOR PROFESSIONAL SERVICES

DUTIES, RESPONSIBILITIES, AND LIMITATIONS  
OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

Consultant shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Consultant in observing performance of the work of Consultant(s). The duties and responsibilities of the RPR are limited to those of Consultant in Consultant's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is Consultant's agent at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant and Contractor keeping Owner advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR.

1. Schedules. Review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison.
  - a. Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

4. Shop Drawings and Samples.
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by Contractor, and notify Consultant of availability of samples for examination.
  - c. Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
  
5. Review of Work, Rejection of Defective Work, Inspections, and Tests.
  - a. Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty, or defective, or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Consultant of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests are conducted in the presence of appropriate personnel, and observe, record, and report to Consultant appropriate details relative to the test procedures.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
  
6. Interpretation of Contract Documents. Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
  
7. Modifications. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendation to Consultant. Transmit to Contractor decisions as issued by Consultant.

8. Records.

- a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. To the extent permitted by RPR's presence on the site in accordance with Paragraph 4 of the Agreement, keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- c. Record names, addresses, and telephone numbers of all Contractors, Subcontractors, and major suppliers of materials and equipment.

9. Reports.

- a. Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and Schedule of Shop Drawing and sample submittals.
- b. Consult with Consultant in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Directive Changes, and Field Orders.
- d. Report immediately to Consultant and Owner upon the occurrence of any accident.

10. Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values. Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Completion.

- a. Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of Consultant, Owner, and Contractor and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority.

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specially authorized by Consultant.

RESOLUTION NO.22-103

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH PEAK ENGINEERING TECHNOLOGIES, FOR CONSTRUCTION OVERSIGHT AND PROJECT ADMINISTRATION, FOR CONSTRUCTION OF LINED LANDFILL CELL 5 AND LEACHATE COLLECTION SYSTEM ENCLOSURES AT THE CASPER REGIONAL LANDFILL.

WHEREAS, the City of Casper desires to construct additional lined landfill cell 5 at the Casper Regional Landfill; and,

WHEREAS, the City of Casper desires to have daily inspection, construction quality assurance (CQA) oversight and project administration performed during work; and,

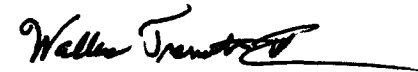
WHEREAS, Peak Engineering Technologies, is able and willing to provide these services specified as Casper Regional Landfill (CRL) Cell 5 Construction, Earthwork and Geosynthetics, and Construction of the CRL Leachate Collection and Control System (LCCS) Enclosures, Project No. 21-012.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a contract for professional services with Peak Engineering Technologies, for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total fixed cost amount of Three Hundred Twenty-Two Thousand Eight Hundred and 00/100 Dollars (\$322,800.00).

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

Resolution – Peak - CQA  
CRL Cell 1 Closure and Cell 5 Construction  
Project No. 21-012

June 6, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing of Change Order No. 1 to the Agreement with SWI, LLC, for a time extension of 84 days for the Solid Waste Entrance Gate, Project No. 21-046.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize Change Order No. 1 to the Agreement with SWI, LLC (SWI), for a time extension of 84 days for the Solid Waste Entrance Gate, Project No. 21-046.

**Summary**

SWI is currently under contract for the removal and replacement of the existing entrance gate and approximately 15 linear feet of existing chain link fence with a new 50-foot wide hydraulic vertical pivot gate, and furnishing and installing 10 push button remotes with the ability to open a 50-foot gate.

SWI's supplier for the Tilt-A-Way gate specified for the project recently informed SWI that the gate for the project is backordered until mid-July 2022. Due to this delay, and to account for shipping and installation of the gate once it is received, SWI has requested a time extension of 84 days to complete the project. There are no financial considerations included on Change Order No. 1. City staff has reviewed the time extension request and recommends authorizing Change Order No. 1.

**Financial Considerations**

N/A

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Change Order No. 1  
Contractor's Time Extension Request dated June 2, 2022

CHANGE ORDER

NO. One (1)

PROJECT: Solid Waste Entrance Gate  
Project No. 21-046

DATE OF ISSUANCE: June 6, 2022

OWNER: City of Casper, Wyoming

CONTRACTOR: SWi, LLC

You are directed to make the following changes in the Contract Documents:

Description: Change Order No.1 identifies additional contract time requested by the Contractor to complete the work. The supplier of the Tilt-away gates specified for the project has notified the contractor that the gates are backordered until mid-July 2022. The Contractor has requested a time extension of eighty-four (84) calendar days to account for the delay in ordering, shipping and installation of the gate.

Attachments: Contractor's Time Extension Request Letter dated June 2, 2022

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>105,600.00</u>	Original Contract Time: (days or date) <u>Substantial completion: June 3, 2022</u> <u>Final completion: June 10, 2022</u>
Previous Change Orders No. ___ to ___ \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>105,600.00</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: June 3, 2022</u> <u>Final completion: June 10, 2022</u>
Net Increase/Decrease of this Change Order: \$ <u>0.00</u>	Net Increase/Decrease of this Change Order: (days) <u>-- 84 --</u>
Contract Price with all approved Change Orders: \$ <u>105,600.00</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: August 26, 2022</u> <u>Final completion: September 2, 2022</u>

ACCEPTED:  
BY: [Signature]  
DATE: 6/6/2022  
Contractor

RECOMMENDED:  
BY: [Signature]  
DATE: 6/6/2022  
Engineer

APPROVED:  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
Owner



SWi, LLC  
PO Box 1240  
Powell, WY 82414  
[WWW.SWIWYOMING.COM](http://WWW.SWIWYOMING.COM)

June 2, 2022

To: City of Casper  
200 N. David Street  
Casper, WY 82601  
Attn: Terry Cottenoir  
Subject: City of Casper Balefill Entrance Project

Terry,

Our Supplier has recently shared w/ SWI LLC that the lead time for the Tilt-A-Way Gates needed for the City of Casper Balefill Entrance Project will be backordered until Approx. middle of July, 2022.

Due to this development, SWI is asking for the City of Casper to extend the Completion date for the Balefill entrance project towards the end of August, with August 26<sup>th</sup>, 2022 being set as the new completion date.

Please reach out to us w/ any questions.

Very Much Appreciated,

A handwritten signature in black ink, appearing to read 'Rick Parsons'.

Rick Parsons, Casper Area Project Manager  
SWI LLC  
5920 West Yellowstone Hwy  
Casper, WY 82604  
307-315-5844  
[rick&swiwyoming.com](mailto:rick&swiwyoming.com)



RESOLUTION NO. 22-104

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH SWI, LLC, FOR THE SOLID WASTE ENTRANCE GATE, PROJECT NO. 21-046.

WHEREAS, the City of Casper desires to remove and replace the existing entrance gate and approximately 15 linear feet of existing chain link fence with a new 50-foot wide hydraulic vertical pivot gate, and furnishing and installing 10 push button remotes with the ability to open a 50-foot gate at the City of Casper Regional Solid Waste Facility, 1886 Station Road, Casper, Wyoming 82609; and,

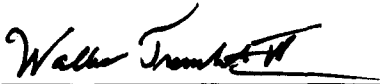
WHEREAS, SWI, LLC, is currently under contract to provide those services specified as the Solid Waste Entrance Gate, Project No. 21-046; and,

WHEREAS, the City of Casper and SWI, LLC, agree to a time extension of eighty-four (84) days with a revised Substantial Completion date of August 26, 2022, and a revised Final Completion date of September 2, 2022, due the Tilt-A-Way gate specified for the project being backordered until mid-July 2022.

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 Change Order No.1 to the agreement between the City of Casper and SWI, LLC, for a time extension of eighty-four (84) days.

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 21, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Andrew B. Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., City Engineer *AS*  
Andrew Colling, Engineering Tech  
SUBJECT: Change Order No. 2  
CPU Generator Replacements, Project 21-010

**Meeting Type & Date:**

Regular Council Meeting  
June 21, 2022

**Action Type**

Resolution

**Recommendation:**

That Council, by resolution, authorize Change Order No. 2 with Modern Electric, Co., for a price increase of \$9,269 and a contract time extension of 120 days, as part of the CPU Generator Replacements, Project 21-010.

**Summary:**

Modern Electric, Co., is under contract with the City of Casper for the CPU Generator Replacement Project. The project includes the replacement of three (3) emergency generators within the wastewater collection system. The generators to be replaced include the Izaak Walton Booster Station, Airport Lift Station, and the Bar Nunn 1 Lift Station.

The Airport and Barn Nunn generators have been installed per the contract documents, but neither generator is capable of starting and operating the pumps as required. A solution to this problem is to install soft starters for the existing pumps. Modern Electric has provided a cost of \$9,269 to furnish, install, and program the soft starters.

Due to continued supply issues and shipping delays, a transfer switch necessary for the installation of the Izaak Walton generator is still unavailable. The latest update from the supplier indicates the equipment will ship in August of 2022. Modern Electric and West Plains Engineering are looking into a product substitution that would be acceptable and possibly available sooner.

It is recommended that the contract price be increased \$9,269 for the installation of the soft starters and the contract time be extended one hundred twenty (120) days to allow for Modern Electric to receive

Modern Electric, Co.  
CPU Generator Replacements  
Project No. 21-010

the transfer switch from the supplier and complete the installation as specified by the contract.

With the approval of this Change Order, the substantial completion date will become August 13, 2022.

**Financial Considerations:**

Funding for this Change Order will be from the project contingency funds.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech  
Daren Beckloff, P.E., West Plains Engineering

**Attachments:**

Change Order No. 1  
Resolution

Modern Electric, Co.  
CPU Generator Replacements  
Project No. 21-010

CITY OF CASPER  
CHANGE ORDER

NO. Two (2)

PROJECT: CPU Generator Replacements, Project 21-010

OWNER: City of Casper

CONTRACTOR: Modern Electric Co.

ENGINEER: West Plains Engineering

You are directed to make the following changes in the Contract Documents:

Description: Modern Electric, Co., is under contract with the City of Casper for the CPU Generator Replacement Project. The project includes the replacement of three (3) emergency generators within the wastewater collection system.

The Airport and Barn Nunn generators have been installed per the contract documents, but neither generator is capable of starting and operating the pumps as required. A solution to this problem is to install soft starters for the existing pumps.

Due to continued supply issues and shipping delays, a transfer switch necessary for the installation of the Izaak Walton generator is still unavailable. Modern Electric and West Plains Engineering are looking into a product substitution that would be acceptable and possibly available sooner.

It is recommended that the contract price be increased \$9,269 for the installation of the soft starters and the contract time be extended one hundred twenty (120) days to allow for Modern Electric to receive the transfer switch from the supplier and complete the installation as specified by the contract.

Attachments: Memo

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$157,900.00	Original Contract Time: (days or date) Substantial completion: January 28, 2022 Final completion: February 11, 2022
Previous Change Orders No. _ to _: <u>--1--</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$157,900.00	Contract Time prior to this Change Order: Substantial completion: April 15, 2022 Final completion: April 29, 2022
Net Increase change of this Change Order: \$9,269.00	Net Increase of this Change Order: (days) <u>-- 120 --</u>
Contract Price with all approved Change Orders: \$167,169.00	Contract Time with all approved Change Orders:(date) Substantial completion: August 13, 2022 Final completion: August 27, 2022

ACCEPTED:

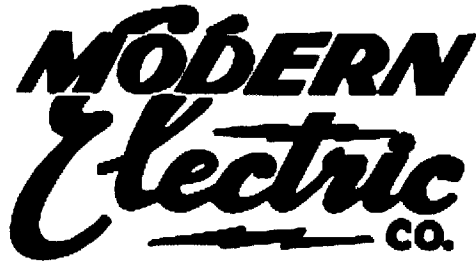
RECOMMENDED:

APPROVED:

BY: \_\_\_\_\_  
Contractor

BY: \_\_\_\_\_  
Engineer

BY: \_\_\_\_\_  
Owner



# Proposed Change Order Add Soft Starts

**Casper**

246 W 1st Street  
Casper, Wyoming 82601  
307-266-1711

Client Address:

**Contract Name:** City of Casper CPU generators

**Contract #:** 092321

**Project Name:** City of Casper lift station Generator

**Project #:** 080621-2

**Client PCO #:**

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**Work Description**

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This price is good for acceptance within 15 days from the date of receipt.

We will supply and install all materials, labor, and equipment as per your instructions on RFP #1 dated May 18, 2022. The existing starter blocks are to be returned to the City of Casper at the request of Jim Pike. Ventilation fans and ventilation screens are included for warranty purposes.

# Proposed Change Order

**Casper**

246 W 1st Street  
Casper, Wyoming 82601

Client Address:

**Contract Name: City of Casper CPU generators**

**Contract #: 092321**

**Project Name: 080621-2**

**Project #: City of Casper lift station Generator**

**Client PCO #:**

<b>Breakdown Description</b>	<b>Material \$</b>	<b>Labor Hours</b>
Bar Nunn	2,894.50	23.500
Airport	1,498.00	21.500
Bid Item Totals	<u>4,392.50</u>	<u>45.000</u>

# Proposed Change Order

**Casper**  
 246 W 1st Street  
 Casper, Wyoming 82601

Client Address:

**Contract Name: City of Casper CPU generators**  
**Contract #:** 092321  
**Project Name:** 080621-2  
**Project #:** City of Casper lift station Generator  
**Client PCO #:**

<b>Itemized Description</b>			
<b>Description</b>	<b>Qty</b>	<b>Total Mat. \$</b>	<b>Total Hours</b>
<b>   Bar Nunn</b>			
Remove existing starter block	2.000	0.00	2.000
Modify cabinet for ventilation requirements (includes filters)	2.000	250.00	5.000
Programing	2.000	0.00	7.000
Start up	2.000	0.00	2.000
New soft start Bar Nunn	2.000	2,050.00	2.000
Ventilation fan	2.000	128.00	0.500
TWE cost for second trip	1.000	416.50	1.000
Research Time	1.000	0.00	2.000
consumables, mounting hardware and Misc. material	1.000	50.00	2.000
<b>Bid Item Totals</b>	<b>15.000</b>	<b>2,894.50</b>	<b>23.500</b>
<b>   Airport</b>			
Remove existing starter block	2.000	0.00	2.000
Modify cabinet for ventilation requirements (includes filters)	2.000	250.00	5.000
Programing	2.000	0.00	7.000
Start up	2.000	0.00	2.000
New Soft Start Airport	2.000	1,070.00	1.000
Ventilation fan	2.000	128.00	0.500
Research Time	1.000	0.00	2.000
consumables, mounting hardware and Misc. material	1.000	50.00	2.000
<b>Bid Item Totals</b>	<b>14.000</b>	<b>1,498.00</b>	<b>21.500</b>
<b>Totals</b>	<b>29.000</b>	<b>4,392.50</b>	<b>45.000</b>



# Proposed Change Order

**Casper**  
 246 W 1st Street  
 Casper, Wyoming 82601

Client Address:

**Contract Name: City of Casper CPU generators**  
**Contract #:** 092321  
**Project Name:** 080621-2  
**Project #:** City of Casper lift station Generator  
**Client PCO #:**

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## Summary

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<b>Extension Materials</b>	<b>%</b>	<b>Total</b>			
Database Material		4,392.50			
<b>Total Extension Material Cost</b>		<u>4,392.50</u>			
<b>Material Tax</b>	5.00	219.63			
Material Overhead	10.00	461.21			
<b>Material Markup</b>	5.00	<u>253.67</u>			
<b>Total Extension Material</b>				<b>5,327.01</b>	
<b>Labor</b>	<b>Hours</b>	<b>Rate</b>	<b>Sub Total</b>	<b>%</b>	<b>Total</b>
Field Labor					
Journeyman	45.000	72.00	3,240.00		
Guarantee	1.350	72.00	97.20		
Project Manager	3.600	75.00	270.00		
Safety	1.575	72.00	113.40		
Cleanup	1.800	72.00	<u>129.60</u>		
<b>Total Field Labor</b>					3,850.20
<b>Total Labor Cost</b>					<u>3,850.20</u>
<b>Total Labor</b>					<b>3,850.20</b>
<b>Sub Total 1</b>					<u>9,177.21</u>
<b>Sub Total 2</b>					<u>9,177.21</u>
Bonding				1.000	91.77
Final Adj				0.000	0.02
<b>Total Adjustments</b>					<u>91.79</u>
<b>Total</b>					<u>9,269.00</u>

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## Contractor Certification

<b>Name:</b>	<u>David Walker</u>
<b>Date:</b>	<u>05/25/2022</u>
<b>Signature:</b>	<u>David Walker</u>
I hereby certify that this quotation is complete and accurate based on the information provided	

# Proposed Change Order

**Casper**  
246 W 1st Street  
Casper, Wyoming 82601

Client Address:

**Contract Name: City of Casper CPU generators**  
**Contract #:** 092321  
**Project Name:** 080621-2  
**Project #:** City of Casper lift station Generator  
**Client PCO #:**

---

## Client Acceptance

<b>PCO #:</b>	<b>3</b>
<b>Final Amount:</b>	<b>\$ 9,269.00</b>
<b>Name:</b>	_____
<b>Date:</b>	_____
<b>Signature:</b>	_____
<b>Change Order #:</b>	_____
I hereby accept this quotation and authorize the contractor to complete the above described work	

# Customer Quote For: MODERN ELECTRIC CO

**OCED - CASPER**

**Quote:** Q1052197    **Revision #:** 009

3330 E. YELLOWSTONE HWY.  
CASPER WY 82609  
**Tel:** (307)232-8300 **Fax:** (307)232-8296

**Contact Name:** JARRETT BARR

**Quote Date:** 05/13/22  
**Updated On:** 05/16/22  
**Expires On:** 05/20/22

**Job Name:**  
**Attn:**

**Ship To:** MODERN ELECTRIC CO  
SHOP  
246 W. 1ST ST  
CASPER, WY 82602-0000

**Customer PO #:** SOFT STARTS  
**Customer PO Date:**  
**FOB:** SHIPPING POINT  
**Freight:** PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	<u>SQD ATS22D75S6U</u> SOFT START SOFT STARTER-ATS22-CONTROL110V-POWER 208V(20HP)/230V(25HP)/460V(50HP)/575V(60HP)	2	\$1,025.00	E	\$2,050.00
02	<b>65 IN STOCK</b>				
04	<u>SQD ATS22D17S6U</u> SOFT START SOFT STARTER-ATS22-CONTROL110V-POWER 208V(3HP)/230V(SHP)/460V(10HP)/575V(1SHP)	2	\$535.00	E	\$1,070.00
05	<b>11 IN STOCK</b>				
06					
07	<b>OPTIONAL FANS BELOW</b>				
08	<b>INCREASE START/STOPS PER HOUR</b>				
09					
10	<b>FANS ARE BACKORDERED CURRENTLY</b>				
11	<u>SQD VW3G22U401</u> FAN ATS22D75S6U FAN OPTION - SIZE B - 110 V	2	\$64.00	E	\$128.00
12	<u>SQD VW3G22U400</u> FAN ATS22D17S6U FAN OPTION - SIZE A - 110 V	2	\$64.00	E	\$128.00

**Merchandise:**    \$3,376.00  
**Total:**            \$3,376.00

**PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.**

\* Per E = Each, C = Hundred, M = Thousand

RESOLUTION NO. 22-105

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 WITH MODERN ELECTRIC, CO., FOR A PRICE INCREASE AND TIME EXTENSION AS PART OF THE CPU GENERATOR REPLACEMENTS PROJECT.

WHEREAS, Modern Electric, Co., is performing services under the terms of an agreement with the City of Casper for the CPU Generator Replacements Project; and,

WHEREAS, the City of Casper desires to increase the price to install soft starters on the Airport and Bar Nunn generators and extend the time because of equipment availability delays.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 2 to the Agreement with Modern Electric, Co., for a price increase of Nine Thousand Two Hundred Sixty-Nine Dollars (\$9,269) and a time extension of one hundred twenty (120) days.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 16, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Accepting a forty (40') foot temporary construction easement from Lannie Fladeland, as part of the Paradise Valley to Robertson Road Trail, Project No. 19-074.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, accept a forty (40') foot temporary construction easement from Lannie Fladeland, as part of the Paradise Valley to Robertson Road Trail, Project No. 19-074.

**Summary**

The City of Casper has contracted HDR Engineering, Inc. (HDR), to design a multi-phase Paradise Valley to Robertson Road Trail Project. The project will include construction of a pedestrian bridge that connects Paradise Valley to Robertson Road. Additionally, new ten-foot (10') wide concrete pathways will be constructed to connect the pedestrian bridge to the Robertson Road Pathway to the west and Indian Paintbrush to the east. The project will provide a safe route for non-drivers to access the neighborhoods and schools along Robertson Road in west Casper from the Platte River Trail. Construction of the bridge and the pathway is to be substantially completed during the fall of 2022, 150 days after the Notice to Proceed is issued.

A forty (40') foot temporary construction easement from Lannie Fladeland on his property to the north of the proposed pedestrian bridge is necessary for temporary construction access during roughly a year's time due to the presence of powerlines to the south. Easement negotiations are now complete and the project will move into the construction phase.

Mr. Fladeland provided the easement at a cost of \$10.00 to the City of Casper

**Financial Considerations**

Funding will be from the One Cent #16 Optional Sales Tax Fund allocated to the Paradise Valley to Robertson Road Bridge.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department

**Attachments**

Resolution

Temporary Construction Easement

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Lannie Fladeland, having an address of 2435 South Larkspur Road, Casper, Wyoming 82604, hereinafter referred to as Grantor, hereby grants to the City of Casper, Wyoming, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601, a Municipal Corporation, hereinafter referred to as the Grantee, a temporary construction easement over and across the following described real property located in the County of Natrona and State of Wyoming for all activities related to the construction of the Paradise Valley to Robertson Road Trail Project from September 1, 2022 to December 31, 2023:


Those lands described and set forth in Exhibit "A" and Exhibit "B", said Exhibits being incorporated herein at this point as if fully set forth.

Grantor also grants to the Grantee the right of ingress and egress to and from said land for any and all purposes necessary for the construction activities related to the construction of the above described project.

Grantee shall restore all areas disturbed by Grantee, other than the river improvements themselves, on the above described real property to its pre-existing conditions, or better.

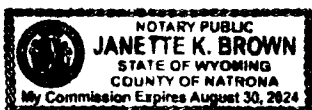
Dated this March day of 25<sup>th</sup>, 2022.


LANNIE FLADELAND

By:   
Title: Owner

STATE OF WYOMING     )  
  )ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this 25<sup>th</sup> day of March 2022 by Lannie Fladeland as the Owner, of Lannie Fladeland as the Grantor.



  
Notary Public

My Commission Expires: August 30, 2024



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**LANNIE FLADELAND**  
**Lot 1, Fladeland Addition**  
**Natrona, County, Wyoming**

Two parcels of land designated as Temporary Construction Easements located within Lot 1, Fladeland Addition, and being a portion of the NW¼SW¼ of Section 14, T.33N., R.80W., 6<sup>TH</sup> P.M., Natrona County, Wyoming, as shown on Exhibit "B" attached hereto and by this reference made a part hereof, being more particularly described as follows:

**Temporary Easement No. 1:**

Commencing at the S1/16 corner common to Sections 14 and 15, T.33N., R.80W., also being the southwest corner of Lot 1, Fladeland Addition, and the Point of Beginning of this Temporary Construction Easement No. 1;

Thence N00°29'23"W, along the west line of said Lot 1, a distance of 40.01 feet to a point;

Thence N88°16'02"E, a distance of 53.00 feet to a point;

Thence S19°54'28"E, a distance of 42.10 feet to a point, located on the south line of said Lot 1;

Thence S88°16'02"W, along the south line of said Lot 1, a distance of 67.00 feet to the Point of Beginning.

The above described Temporary Construction Easement No. 1 contains approximately 0.055 acres (2400.00 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

**Temporary Easement No. 2:**

Commencing at the S1/16 corner common to Sections 14 and 15, T.33N., R.80W., also being the southwest corner of Lot 1, Fladeland Addition:

Thence N88°16'02"E, along the south line of said Lot 1, a distance of 408.82 feet to the Point of Beginning of this Temporary Construction Easement No. 2;

Thence S88°16'02"W, along the south line of said Lot 1, a distance of 98.00 feet to a point;

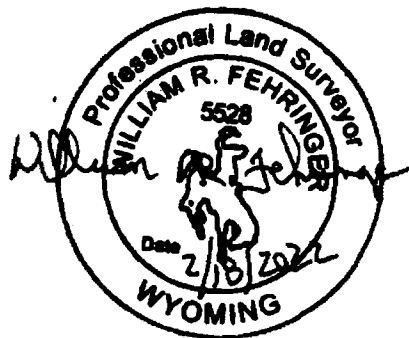
Thence N33°32'28"W, a distance of 47.05 feet to a point;

Thence N88°16'02"E, a distance of 124.00 feet to a point;

Thence S00°00'38"E, a distance of 40.00 feet to the Point of Beginning.

The above described Temporary Construction Easement No. 2 contains approximately 0.102 acres (4438.00 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

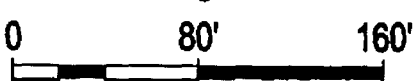
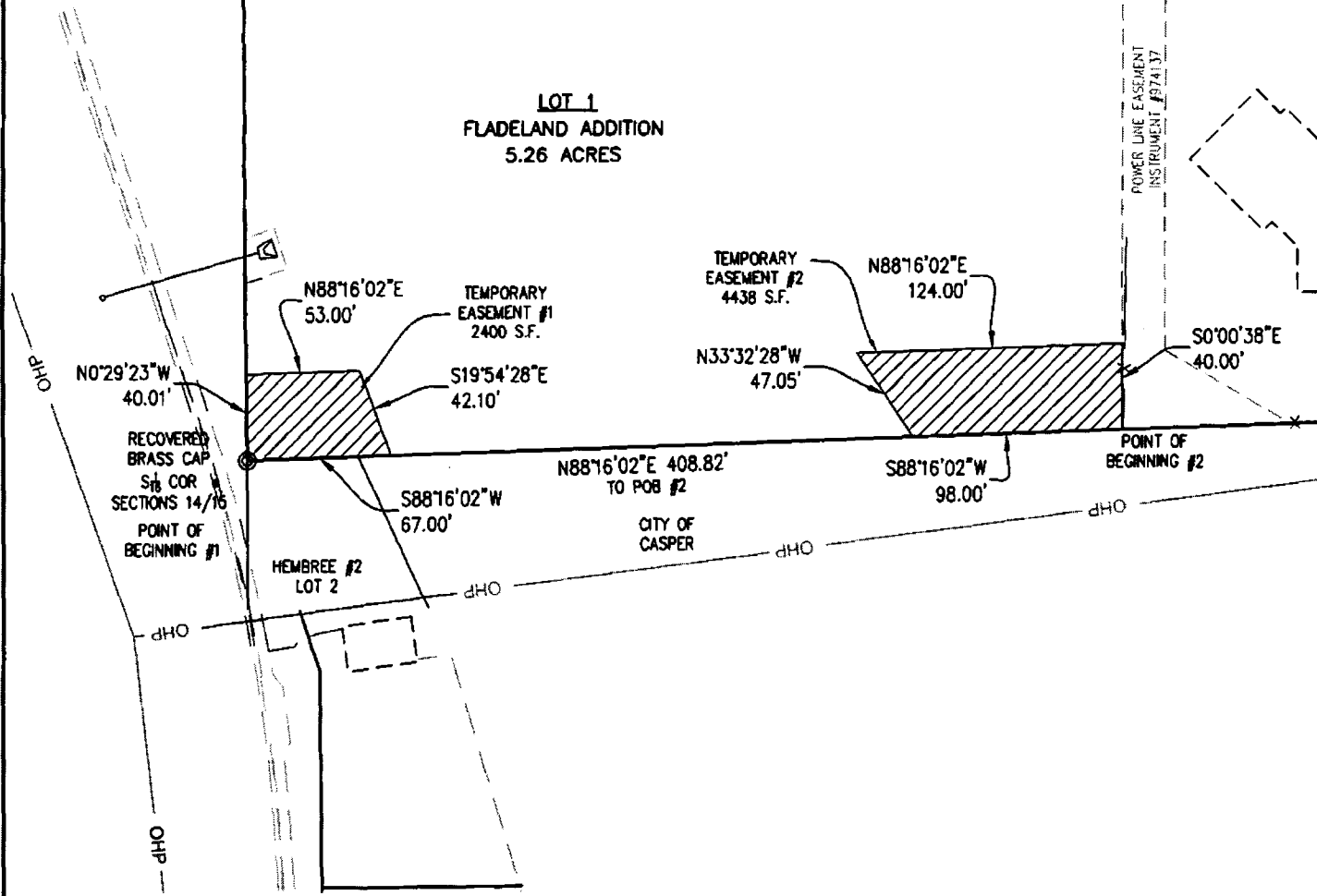
I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in June, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



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.



**LOT 1  
FLADELAND ADDITION  
5.26 ACRES**



**SCALE: 1" = 80'**



*Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com*

**EXHIBIT B  
LANNIE FLADELAND  
Temporary Construction Easement  
Lot 1, Fladeland Addition  
NW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 14, T.33N., R.80W.  
Natrona County, Wyoming  
February, 2022  
W.O. 21-142**

M:\Lond 2020\Surveying\20-142 HDR - Pathway Bridge\Survey Plots\FLADELAND EASEMENTS.dwg, 2/18/2022, 8:11

RESOLUTION NO. 22-106

A RESOLUTION AUTHORIZING A TEMPORARY CONSTRUCTION EASEMENT WITH LANNIE FLADELAND FOR THE PARADISE VALLEY TO ROBERTSON ROAD TRAIL, PROJECT NO. 19-074.

WHEREAS, the City of Casper desires to construct a multi-use pathway and a pedestrian bridge from City-owned property along Robertson Road Trail to the river trail near Paradise Valley Park as a part of the Paradise Valley to Robertson Road Trail Project; and,

WHEREAS, approval of a Temporary Construction Easement with Lannie Fladeland will allow for the construction of the approximately 300-foot pedestrian bridge; and,

WHEREAS, the Temporary Construction Easement with Lannie Fladeland requires compensation in the amount of Ten 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 Temporary Construction Easement with Lannie Fladeland for the Paradise Valley to Robertson Road Trail Project, and specifically subject to the conditions set forth therein.

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 6, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Submission of an Application for Fiscal Year 2023 Transportation Alternatives Program Funding from the Wyoming Department of Transportation in the Amount of \$1,250,000.00, for the Wyoming Boulevard Sidepath – Phase I.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the submission of an Application for Fiscal Year 2023 Transportation Alternatives Program (TAP) Funding from the Wyoming Department of Transportation (WYDOT), in the amount of \$1,250,000.00, to fund the design and the first construction phase of the Wyoming Boulevard Sidepath.

**Summary**

The City of Casper is preparing a WYDOT TAP funding application to design a new ten-foot (10') wide concrete multi-use pathway from CY Avenue to East Yellowstone Highway, and to construct a portion of the pathway from Carriage Lane to East 21<sup>st</sup> Street. The TAP program is a source of federal funding that provides monies to state and local governments for transportation projects. The program emphasizes projects that support walkability, pedestrian safety, and safe routes to schools. TAP grants require a 9.51% local match.

The sidepath will be designed to improve the walkability and bicycle access to the residential areas along Wyoming Boulevard from CY Avenue to East Yellowstone Highway. The project has been referenced in the Casper Area Metropolitan Planning Organization's (MPO) Wyoming Boulevard Sidepath Study and Conceptual Design from August 2013 and the MPO's Long-Range Transportation Plan Update from January 2020. The construction of the first phase will create a safe, comfortable experience near Wyoming Boulevard in East Casper and provide connectivity to the City's Trails system within Casper. Additionally, it will provide a safe route for non-drivers to access Verda James Elementary School, Summit Elementary School, Centennial Junior High School, and Kelly Walsh High School.

If TAP funding is awarded in the amount of \$1,250,000.00, the City will be required to supply \$118,875.00 in matching funds, for a total amount of \$1,368,875.00.

**Financial Considerations**

The total budget for the project is \$1,368,875.00. \$1,250,000.00 is expected to come from the TAP funding. The City will be supplying its match in the amount of \$118,875.00 from the One Cent #17 Optional Sales Tax Funds.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Resolution

RESOLUTION NO. 22-107

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH – PHASE I.

WHEREAS, the City of Casper desires to design a ten foot (10') wide concrete multi-use pathway along Wyoming Boulevard from CY Avenue to East Yellowstone Highway, and construction a portion of the pathway from Carriage Lane to East 21<sup>st</sup> Street; and,

WHEREAS, the Wyoming Department of Transportation (WYDOT) Transportation Alternatives Program (TAP) is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for non-motorized transportation enhancements; and,

WHEREAS, the TAP program requires that federal funding criteria be met, and the City of Casper agrees to ensure satisfaction of all requirements; and,

WHEREAS, the City of Casper acknowledges that if funded, the TAP project shall be completed by December 31, 2025; and,

WHEREAS, the City of Casper agrees to set aside a minimum of One Hundred Eighteen Thousand Eight Hundred Seventy-Five Dollars (\$118,875.00) as a line item in its budget for the required nine and fifty-one hundredths percent (9.51%) local cash match on the project; and,


WHEREAS, the City of Casper acknowledges TAP is funded on a reimbursement basis and all invoices must be one hundred percent (100%) paid by the City of Casper prior to reimbursement through TAP (ninety and forty-nine hundredths percent (90.49%) Federal Reimbursement). The City of Casper acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the City of Casper of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an “Application for Transportation Alternatives Program (TAP) Funding” in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in federal TAP funding to be submitted to WYDOT-TAP for Fiscal Year 2023 for consideration to assist funding for the project.

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the TAP application to the Wyoming Department of Transportation for processing and designated as the Project Administrator of the City of Casper to act on behalf of the governing body on all matters relating to this funding application.

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

June 6, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Submission of an Application for Fiscal Year 2023 Transportation Alternatives Program Funding from the Wyoming Department of Transportation in the Amount of \$1,250,000.00, for the Wyoming Boulevard Sidepath – Phase II.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize the submission of an Application for Fiscal Year 2023 Transportation Alternatives Program (TAP) Funding from the Wyoming Department of Transportation (WYDOT), in the amount of \$1,250,000.00, to fund the second construction phase of the Wyoming Boulevard Sidepath.

**Summary**

The City of Casper is preparing a WYDOT TAP funding application to construct a new ten-foot (10') wide concrete multi-use pathway from Plaza Drive to South Poplar Street. The TAP program is a source of federal funding that provides monies to state and local governments for transportation projects. The program emphasizes projects that support walkability, pedestrian safety, and safe routes to schools. TAP grants require a 9.51% local match.

The sidepath will be designed to improve the walkability and bicycle access to the residential areas along Wyoming Boulevard from CY Avenue to East Yellowstone Highway. The project has been referenced in the Casper Area Metropolitan Planning Organization's (MPO) Wyoming Boulevard Sidepath Study and Conceptual Design from August 2013 and the MPO's Long-Range Transportation Plan Update from January 2020. The construction of the second phase will create a safe, comfortable experience near Wyoming Boulevard in West Casper and provide connectivity to the City's Trails system within Casper. Additionally, it will provide a safe route for non-drivers to access Crest Hill Elementary School, Wolf Creek Elementary School, CY Middle School, and Pathways Innovation Center.

If TAP funding is awarded in the amount of \$1,250,000.00, the City will be required to supply \$118,875.00 in matching funds, for a total amount of \$1,368,875.00

**Financial Considerations**

The total budget for the project is \$1,368,875.00. \$1,250,000.00 is expected to come from the TAP funding. The City will be supplying its match in the amount of \$118,875.00 from the One Cent #17 Optional Sales Tax Funds.

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Resolution



RESOLUTION NO. 22-108

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2023 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH – PHASE II.

WHEREAS, the City of Casper desires to construct a ten foot (10') wide concrete multi-use pathway along Wyoming Boulevard from Plaza Drive to South Poplar Street; and,

WHEREAS, the Wyoming Department of Transportation (WYDOT) Transportation Alternatives Program (TAP) is a federally funded program that is intended to fund projects that will enhance transportation safety, especially for non-motorized transportation enhancements; and,

WHEREAS, the TAP program requires that federal funding criteria be met, and the City of Casper agrees to ensure satisfaction of all requirements; and,

WHEREAS, the City of Casper acknowledges that if funded, the TAP project shall be completed by December 31, 2025; and,

WHEREAS, the City of Casper agrees to set aside a minimum of One Hundred Eighteen Thousand Eight Hundred Seventy-Five Dollars (\$118,875.00) as a line item in its budget for the required nine and fifty-one hundredths percent (9.51%) local cash match on the project; and,

WHEREAS, the City of Casper acknowledges TAP is funded on a reimbursement basis and all invoices must be one hundred percent (100%) paid by the City of Casper prior to reimbursement through TAP (ninety and forty-nine hundredths percent (90.49%) Federal Reimbursement). The City of Casper acknowledges that failure to comply with this requirement may result in cancellation of the award and repayment by the City of Casper of all funds reimbursed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute an “Application for Transportation Alternatives Program (TAP) Funding” in the amount of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in federal TAP funding to be submitted to WYDOT-TAP for Fiscal Year 2023 for consideration to assist funding for the project.

BE IT FURTHER RESOLVED: That the City Engineer or his designee is hereby authorized to submit the TAP application to the Wyoming Department of Transportation for processing and designated as the Project Administrator of the City of Casper to act on behalf of the governing body on all matters relating to this funding application.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

June 13, 2022

MEMO TO: Carter Napier, City Manager *jon*

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director  
Matt Thomason, Buildings and Structures Manager

SUBJECT: Authorize an Amendment #3 to Professional Services Agreement with Thyssenkrupp Elevator Corporation to inspect and repair elevators at the Casper Business Center.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, approve amendment #3 to the existing Professional Services Contract with Thyssenkrupp Elevator Corporation to inspect and repair elevators at the Casper Business Center.

**Summary**

On July 17, 2018, the City and Thyssenkrupp Elevator (TKE) agreed to an Elevator Maintenance Agreement to provide regular service and maintenance at various City-owned elevators. The contract was amended twice in 2021 to repair the freight elevator at the Ford Wyoming Center. The agreement terminates on August 17, 2023.

The Casper Business Center has five (5) elevators that include three (3) traction passenger elevators, one (1) hydraulic passenger elevator, and one (1) hydraulic lift on the loading dock. The elevators are currently maintained by Kone through a contract that expires on June 30, 2022. After acquiring the Casper Business Center, City staff contacted Thyssenkrupp Elevator to request a proposal to add the five (5) elevators found at the Casper Business Center to the existing maintenance agreement. The final proposal from TKE was compared to the existing maintenance agreement through Kone. Staff believes an amendment to the Thyssenkrupp Elevator agreement is the best option for uninterrupted maintenance service on the elevators located at the Casper Business Center due to cost and efficiencies created by retaining one contractor for all facility elevators. The term of the amendment, and services provided, are consistent with the original TKE agreement.

**Financial Considerations**

The cost for Amendment #3 is \$1,493.00 per month or \$19,409 for the remaining term of the maintenance agreement. As with other facilities, elevator maintenance for the Casper Business Center will be paid for from the Buildings and Structures Fund.

**Oversight/Project Responsibility**

Matt Thomason, Buildings and Structures Manager, will oversee the service agreement.

**Attachments**

Amendment #3 to Professional Services Agreement  
Resolution

**AMENDMENT NO. 3 TO THE ELEVATOR MAINTENANCE AGREEMENT/  
CONTRACT FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Elevator Maintenance Contract/Contract for Professional Services (“Amendment No. 3”) is entered into on this 21st day of June 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. Thyssenkrupp Elevator Corporation (“Contractor”), 2415 East Mulberry Street #6, Fort Collins, Colorado 80524.

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

**RECITALS**

A. On the 17<sup>th</sup> day of July 2018, the City and Contractor entered into an *Elevator Maintenance Agreement/Contract for Professional Services* (“Contract”) for regular service and maintenance of elevators at various City-owned buildings.

B. On April 6, 2021, City and Contractor amended the Elevator Maintenance Agreement to repair the freight elevator at the Ford Wyoming Center.

C. On July 30, 2021, the City and Contractor amended the Elevator Maintenance Agreement inasmuch as the Contractor submitted a change order for the project due to unforeseen circumstances necessitating the drilling of a new hole for the jack.

D. The City purchased 123 West 1<sup>st</sup> Street, Casper, Wyoming, known as the Casper Business Center; the City desires to add five elevators located at 123 West 1<sup>ST</sup> Street to the existing Elevator Maintenance Agreement, and the Contractor agrees to provide the services as specified herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I, SECTION 3. COMPENSATION:**

**The Sentence which begins with “In consideration of the performance of services...” is replaced with the following:**

“In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1 and Exhibit A, attached hereto and by reference made part of this Contract, not to exceed a sum of Seventy-Four Thousand Nine Hundred Seventy Nine Dollars and Seventy Two Cents (\$74,979.72), plus the price for the five elevators located at 123 West 1<sup>st</sup> Street, Casper, Wyoming 82601 as setout in Exhibit A.

**The Sentence below shall be added before the paragraph which begins with “City may, at its option, remove elevator units listed in this agreement from the list of serviced elevators.”**

In addition to the five year total above of Seventy-Four Thousand Nine Hundred Seventy Nine Dollars and Seventy Two Cents (\$74,979.72), the City desires to add the elevators described in Exhibit A to this Contract for the price setout below:

Car 1 \$395.00/month, Car 2 \$395.00/month, Car 3 \$395.00/month, Garage hydraulic unit \$183/month, and Loading Dock Lift \$125/month, for a total monthly cost of One Thousand Four Hundred Ninety-Three Dollars (\$1,493.00).

The additions shall be invoiced at the above rates for services described herein and in Exhibit A, commencing July 1, 2022, through August 17, 2023, shall be invoiced and paid pursuant to Section 4. Method of Payment.

**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 is intentionally left blank.\**

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above

APPROVED AS TO FORM

Walter Treadwell

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONTRACTOR  
Thyssenkrupp Elevator Corporation

By: M. Marty

By: David Spence

Printed Name: Michael Marty

Printed Name: DAVID SPENCE

Title: Account Manager

Title: BRANCH MANAGER

# Agreement Addendum/contract amendment

Exhibit A (Addition of Casper Business Center Elevators)

TK Elevator and City of Casper hereby amend and supplement their duly executed and existing elevator maintenance agreement dated August 18<sup>th</sup>, 2018, contract number US172904 as set forth in this addendum. This addendum shall become effective July 1, 2022 and made a part of the existing elevator maintenance agreement, and in the event of conflict with other terms, conditions, purchase orders or contract documents, this addendum shall govern. All terms and conditions set forth in the existing elevator maintenance agreement will remain in full force and effect and apply to this addendum where no conflict exists.

## Scope

Add 5 elevators located at Casper Business Center, 123 W 1<sup>st</sup> St. Casper, WY 82601 to the service agreement between City of Casper and TK Elevator.

## Price

Car 1: \$395/month  
Car 2: \$395/month  
Car 3: \$395/month  
Garage hydraulic unit \$183/month

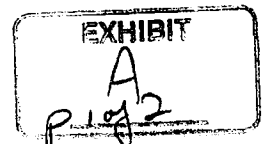
Loading Dock Lift: \$125/month

Total Monthly amount added to agreement: \$1493/month


## Term

August 17, 2023 (Term of existing agreement between City of Casper and TK Elevator)

## Acceptance





TK Elevator Corporation	ACCOUNT NAME	TK Elevator Corporation Approval:
By: <u></u>	By: _____	By: _____
(Signature TK Elevator Representative)	(Signature TK Elevator Representative)	(Signature TK Elevator Representative)
Michael Marty	(Print or Type Name)	(Print or Type Name)
Account Manager	(Print or Type Title)	(Print or Type Title)
By: <u>5/3/22</u>	_____	_____
(Date Submitted)	(Date of Approval)	(Date of Approval)

212

**EXHIBIT**

A

5/3/22

RESOLUTION NO. 22-109

A RESOLUTION AUTHORIZING AMENDMENT NO. 3 TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH THYSSENKRUPP ELEVATOR (TKE) CORPORATION TO ADD CASPER BUSINESS CENTER TO ELEVATOR MAINTENANCE AGREEMENT

WHEREAS, the City of Casper needs a contractor to service and maintain the elevators at the Casper Business Center; and,

WHEREAS, Thyssenkrupp Elevator (TKE) Corporation is able and willing to provide those services; and,

WHEREAS, the City of Casper desires to proceed with Amendment #3 to the existing professional services agreement with Thyssenkrupp Elevator (TKE) Corporation to perform those services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 3 with Thyssenkrupp Elevator (TKE) Corporation to provide services to service and maintain the elevators at the Casper Business Center.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to make verified partial payments throughout the term of the agreement in accordance with the schedule of fees contained within the contract.

PASSED, APPROVED, AND ADOPTED on 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

June 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Bruce Martin, Public Utilities Manager  
Alex Sveda, P.E., City Engineer  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$80,640.00, for the 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project No. 22-029.

Meeting Type & Date  
Regular Council Meeting  
June 21, 2022

Action type  
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Crown Construction, LLC, for construction of the 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project No. 22-029, for the base bid amount of \$80,640.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$9,360.00, for a total project amount of \$90,000.00.

Summary

On June 7, 2022, bids were received from four (4) contractors for construction of the 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
<b>Crown Construction</b>	<b>Mills, Wyoming</b>	<b>\$79,890.00 (\$80,640.00 Corrected)</b>
71 Construction	Casper, Wyoming	\$88,660.00
Casper Electric	Casper, Wyoming	\$117,100.00
Wayne Coleman Const.	Mills, Wyoming	\$147,307.00

The Engineering Office cost estimate for the project was \$94,325.00. The contract amount recommended is \$750.00 higher due to a minor informality in the bidding quantities.

The City of Casper Public Services Department makes ongoing evaluations of storm sewer infrastructure and associated risks of failing pipe sections. An existing section of storm sewer pipe north of the Burlington Northern Santa Fe (BNSF) railroad bridge and west of the North Platte River has failed in recent years due to erosion. The last five section of this 36-inch (36”) reinforced concrete pipe (RCP) have become disconnected and sunken at the outfall to the river.

The pipe is also restricted in flow, approximately 90 feet upstream from the outfall, by a conflict vault in which water and sewer mains cross through the storm pipe cross-section. This old method of accommodating utility crossings would not be allowed under modern day permitting requirements and restricts the flow rate in this critical portion of storm sewer for the neighborhood around North Poplar Street.

Plans for this project include removal of the conflict vault, installation of one new manhole to lower the pipe grade, and removal and resetting of 90 feet of 36" RCP storm sewer. The eroded area around the outfall to the North Platte River will be filled with imported soil and revegetated. Construction of the improvements is to be substantially complete by December 9, 2022.

#### Funding Considerations

Funding for the project will be from Optional One Percent #16 Funds for Storm Sewer in the amount of \$50,000 and from Other Fund Reserves for River Restoration in the amount of \$50,000.

#### Oversight/Project Responsibility

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

#### Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644 hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to perform storm sewer upgrades on a portion of storm sewer pipe just north of the BNSF Railroad Bridge along the North Platte River; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the City of Casper, 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project No. 22-029.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project No. 22-029.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by December 9, 2022, and completed and ready for final payment in accordance with Article 14 of the General Conditions by December 23, 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 Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) 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 Eighty Thousand Six Hundred Forty and 00/100 Dollars (\$80,640.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to [accountspayable@casperwy.gov](mailto: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.
  - 5.1.2 Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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 Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding fifty thousand dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

Crown Construction, LLC

2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Proj. No. 22-029

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1,2.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.
- 8.15 Certificate of Substantial Completion.

Crown Construction, LLC

2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Proj. No. 22-029

SFA-4



8.16 Drawings: 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge (4 Sheets)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

*(this space intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project 22-029)

Walter Trumbull

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

CONTRACTOR:

Crown Construction, LLC

PO Box 664

Mills, Wyoming 82644

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

**EXHIBIT "A"**  
**STANDARD**  
**BID FORM**

**PROJECT IDENTIFICATION:** City of Casper  
**2022 Storm Sewer Upgrades**  
**(1<sup>st</sup> Street Bridge to BNSF Bridge)**  
**Project No. 22-029**

**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 **December 9, 2022**, and completed and ready for final payment not later than **December 23, 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>6/11/2022</u>
Addendum No. <u>  2  </u>	Dated <u>6/21/2022</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: \$ 79890.00

TOTAL BASE BID, IN WORDS: Seventy nine thousand eight hundred ninety DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Crown Construction LLC  
P.O. Box 664  
Mills, WY 82644

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

Submitted on June 7, 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: \_\_\_\_\_

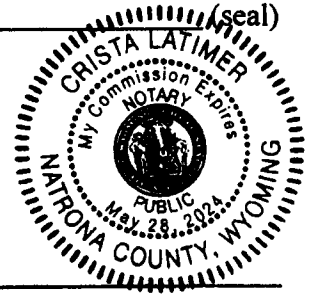
A CORPORATION OR LIMITED LIABILITY COMPANY

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 6664  
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.)

**BID SCHEDULE (Updated June 2, 2022 - Addendum No. 2)**  
**2022 Storm Sewer Upgrades - 1st Street Bridge to BNSF Bridge**  
 Project No. 22-029

Bid Date: June 7, 2022

COMPANY NAME: Crown Construction, LLC

ADDRESS: PO Box 664, Mills, WY 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

LS = Lump Sum      R&R = Remove and Replace  
 SY = Square Yard      FA = Force Account

LF = Linear Feet      F&I = Furnish and Install  
 CY = Cubic Yard      EA = Each

ITEM		BASE BID SCHEDULE			
NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization	LS	1	\$16,340.00	\$ 16,340.00
2	F&I Fill Material & Storm Drainage Grading	CY	85	\$ 75.00	\$ 6,375.00
3	Remove & Re-Install Existing 36" RCP Storm Sewer	LF	90	\$ 150.00	\$ 13,500.00
4	F&I New 36" RCP Flared End Section	EA	1	\$ 3,600.00	\$ 3,600.00
5	F&I Topsoil Spreading & Grading	CY	10	\$ 100.00	\$ 1,000.00
6	F&I Rip-Rap Rock, d-50 = 6 Inches (6")	CY	20	\$ 180.00	\$ 3,600.00
7	Remove & Dispose of Concrete Vault (4'x8'x15')	LS	1	\$ 4,200.00	\$ 4,200.00
8	F&I Temporary Construction Fencing	LF	380	\$ 15.00	\$ 5,700.00
9	F&I 5' Diameter Storm Sewer Manhole (10' Depth)	EA	1	\$13,400.00	\$ 13,400.00
10	F&I 2' Diameter Storm Sewer Manway (3' Depth)	EA	1	\$ 2,500.00	\$ 2,500.00
11	Adjust Manhole Top & Install 5'x5' Concrete Diamond	EA	1	\$ 750.00	\$ 750.00
12	Adjust Manhole Top & Install 4' Diameter Concrete Collar	EA	1	\$ 750.00	\$ 750.00
13	Remove & Reset Existing 6' Tall Chain Link Fence	LF	20	\$ 15.00	\$ 300.00
14	Shoring/Stabilization at Vault-to-Manhole Replacement Location	LS	1	\$ 5,000.00	\$ 5,000.00
15	F&I Standard Type 2 Seed Mix - Dry Land	LS	1	\$ 2,000.00	\$ 2,000.00
16	F&I Flowable Fill/Slurry for Water-Sewer Crossing	CY	5	\$ 175.00	\$ 875.00
<b>TOTAL BASE BID</b>					<b>\$ 79,890.00</b>

NOTE: The quantity for Bid Item #12 should have been "2" instead of "1" and results in a contract amount of \$80,640.00.

RESOLUTION NO. 22-110

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE 2022 STORM SEWER UPGRADES – 1<sup>ST</sup> STREET BRIDGE TO BNSF BRIDGE, PROJECT NO. 22-029.

WHEREAS, the City of Casper desires to repair a portion of storm sewer pipe in the North Poplar Street drainage system near the Burlington Norther Santa Fe railroad bridge and the North Platte River; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the 2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project 22-029; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$9,360.00), 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 Eighty Thousand Six Hundred Forty and 00/100 Dollars (\$80,640.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Eighty Thousand Six Hundred Forty and 00/100 Dollars (\$80,640.00), and Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$9,360.00) for a construction contingency account, for a total price of Ninety Thousand and 00/100 Dollars (\$90,000.00).

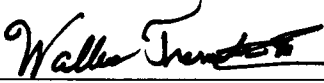
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Nine Thousand Three Hundred Sixty and 00/100 Dollars (\$9,360.00), 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:

(2022 Storm Sewer Upgrades – 1<sup>st</sup> Street Bridge to BNSF Bridge, Project 22-029)

  
\_\_\_\_\_


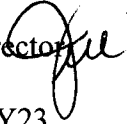
ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 1, 2022

MEMO TO: J. Carter Napier, City Manager   
FROM: Jill Johnson, Financial Services Director   
SUBJECT: Levy of 8 Mills Property Tax for FY23

**Meeting Type & Date**  
Regular Council Meeting  
June 21, 2022

**Action type**  
Resolution

**Recommendation**  
That Council, by resolution, authorize a request to Natrona County to continue the collection of 8 mills of Property Taxes on behalf of the City of Casper.

**Summary**  
The City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper.

**Financial Considerations**  
This funding source is expected to provide approximately \$4.40 million for FY22 and is budgeted for \$5.37 million in FY23.

**Oversight/Project Responsibility**  
Jill Johnson, Financial Services Director

**Attachments**  
Resolution

RESOLUTION NO. 22-111

A RESOLUTION AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR ON BEHALF OF THE CITY OF CASPER.

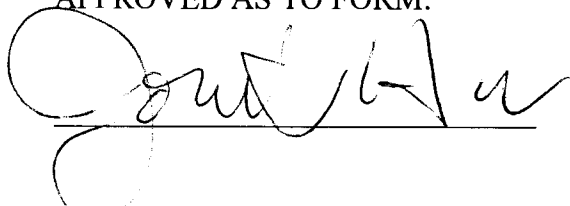
WHEREAS, Article 15, Section 6 of the Wyoming State Constitution, and 15-1-103, 15-1-902, and 39-13-104(c) of Wyoming State Statutes provide for the City of Casper to levy and assess upon taxable value of property within the limits of the City of Casper up to 8 mills, inclusive of a quarter of one mill dedicated to the Casper Municipal Band; and,

WHEREAS, the City of Casper has historically levied the full 8 mills and desires to continue levying and assessing the same upon taxable value of property within the limits of the City of Casper as done so by the Natrona County Assessor with the proceeds remitted to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to request that the Natrona County Assessor levy and assess 8 mills upon taxable value of property within the limits of the City of Casper for FY 2023.

PASSED, APPROVED, AND ADOPTED on this 21st day of June 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

June 16, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Andrew Beamer, Public Services Director *AB*  
Cynthia M. Langston, Solid Waste Division Manager  
Alex Sveda, City Engineer  
Steven Stolte, Associate Engineer

SUBJECT: Authorizing an Agreement with Melgaard Construction Company, Inc., in the amount of \$2,577,515 for the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Meeting Type & Date:  
Regular Council Meeting  
June 21, 2022

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with Melgaard Construction Company, Inc., for the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012, in the amount of \$2,577,515. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$130,000, for a total contract amount of \$2,707,515.

Summary:  
On June 8, 2022, the City of Casper received One (1) bid for the Casper Regional Landfill (CRL) Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012. The bid received is as follows:

Contractor	Location	Total Base Bid
<b>Melgaard Construction Company, Inc.</b>	<b>Gillette, Wyoming</b>	<b>\$2,577,515.00</b>

The Engineer’s Estimate for the Earthwork prepared by Golder Associates (Golder) was \$2,773,393.00 and the cost for the work is included in the Total Base Bid for \$2,577,515.00. Golder is under contract for engineering, design, bidding, and design support during construction for the work of the CRL Cell 5 Construction, Earthwork.

The Engineer’s Estimate for the Construction of Leachate Collection and Control System Enclosures prepared by HDR Engineering (HDR) was \$310,000, and the cost for this work is included in the Total Base Bid in the amount of 304,500. HDR is under contract for engineering,

design, bidding, design support for construction administration and construction quality assurance for the work of the Construction of Leachate Collection and Control System Enclosures. The Agreement with Melgaard Construction Company, Inc., is for the Earthwork portion of the Cell 5 Construction and the Construction of Leachate Collection and Control System Enclosures.

The construction for the first lined area of the CRL was completed in September 2008. In December 2011, the expansion to construct and line CRL Cells 1 and 2 (totaling 25.5 acres of lined landfill cells) were completed, and in 2016, Cells 3 and 4 (adding 15.5 total acres) were completed, expanding the overall area of active, lined landfill cells to 41 acres. With the total volume of lined Cells 1 through 4 nearing capacity in 2022, City staff contracted Golder to re-design Cell 5 to include 70% more lined area from approximately 13 acres to approximately 22.5 acres. The redesigned increase operational efficiencies for leachate collection and mining cover material. The project includes construction of Cell 5 which includes all excavation, hauling, sump riser network materials and installation, and assistance with Geosynthetics liner work. The project also includes installation of five (5) roofed and walled structures to enclose each existing Cell (1 through 4) riser network and the new Cell 5 riser network. Each Cell contains a sump where stormwater leachate is pumped through the riser network manifold to force main piping which discharges into the City's sanitary sewer system. The enclosures are designed to protect the riser network controls and piping equipment and facilitate year-round maintenance. The project also includes utility stub-out amenities for future Gas Control & Collection System connections.

The work is scheduled to be substantially completed by December 2022. Adding additional lined landfill space is critically needed by January 2023 and staff recommends awarding the contract to Melgaard Construction Company, Inc., for a total contract amount of \$2,707,515.00.

Financial Considerations:

Funding is from Balefill Reserves and included in FY23 Budget under Munis Capital Project 2060022010, GL Capital Account 2060043-6305 Improvements Other Than Buildings.

Oversight/Project Responsibility:

Cynthia Langston, Solid Waste Division Manager/Steven Stolte, E.I.T., Associate Engineer I

Attachments:

Resolution  
Agreement

SECTION 00 52 13

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Melgaard Construction Co., Inc., 722 Sinclair Street, Gillette, Wyoming, 82718, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the City of Casper desires to expand the Casper Regional Landfill (CRL) by excavating and installing containment liners for Cell 5; and,

WHEREAS, Melgaard Construction Co., Inc. is able and willing to provide those services specified as the CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, EARTHWORK; CITY PROJECT 21-012.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. Work.

CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, EARTHWORK; CITY PROJECT 21-012, hereinafter referred to as the "Work".

ARTICLE 2. ENGINEER.

The Project has been designed by Golder Associates USA Inc. (Lakewood, Colorado), HDR Inc. (Denver, Colorado), and the City of Casper. For the purposes of contract administration, Golder Associates USA Inc. is hereinafter referred to as the "ENGINEER" and will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Partial Completion shall include all Work necessary to commence installation of the geosynthetic liner by others. Substantial Completion is defined in the General Conditions and shall include all Work required to make the project operational for its intended use.
- 3.2 The Work will be Partially Complete within seventy-seven (77) days of Notice to Proceed, Substantially Complete within one hundred and fifty (150) calendar days from Notice to Proceed and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within one hundred and sixty-eight (168) calendar days of Notice to Proceed.

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 Complete 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 Two Thousand Five Hundred Dollars (\$2,500) 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Five Hundred Dollars (\$1,500) 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.

In consideration of the performance of the Work in accordance with the Contract Documents for this Unit Price Contract, OWNER shall pay CONTRACTOR in current funds a not-to-exceed total contract price of Two Million Five Hundred Seventy-Seven Thousand Five Hundred Fifteen Dollars and Zero Cents (\$2,577,515.00), subject to additions and deductions by Change Order approved by the OWNER. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Unit Prices Form, included as Exhibit "A" in the Bid Documents 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](mailto: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 16-6-704 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, the 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 carefully studied 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/she 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/she 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 00 52 13-1 to 00 52 13-6, inclusive).
- 8.2 Exhibit "A" - Bid Form and Unit Prices Form
- 8.3 Addenda No. 1, 2, 3.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.8 Technical Specifications.

- 8.9 Notice of Award.
- 8.10 Notice to Proceed
- 8.11 Contract Drawings, with each sheet bearing the following general title: Casper Regional Landfill, Cell 5 Construction Drawings or City of Casper Regional Landfill LCCS Enclosures.
- 8.12 Shop Drawings and other Submittals furnished by CONTRACTOR during performance of the Work and accepted by the OWNER.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraph 3.04 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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.

\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:  
(CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, EARTHWORK; CITY PROJECT 21-012)

Wallace Tremel

CONTRACTOR:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:  
  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
  
By: Fleur Tremel  
Title: City Clerk

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation  
  
By: Ray Pacheco  
Title: Mayor

SECTION 00 41 43

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: CASPER REGIONAL LANDFILL  
CELL 5 CONSTRUCTION  
EARTHWORK  
CITY PROJECT 21-012

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 Partially Complete all Work within seventy seven (77) days of Notice to Proceed, Substantially Complete all Work within one hundred and fifty (150) calendar days from Notice to Proceed and complete and be ready for final payment in accordance with Paragraph 14.13 of the General Conditions within one hundred and sixty eight (168) calendar days of Notice to Proceed.

Partial Completion shall include all Work necessary to commence installation of the geosynthetic liner by others. Substantial Completion is defined in the General Conditions and shall include all Work required to make the project operational for its intended use.

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 Bid 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 Bid Documents, that:
  - A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. 1  
 Addendum No. 2  
 Add. No. 3

Dated 5/20/22  
 Dated 6/3/22  
 DATED 6/16/22

- 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 Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is Bid all schedules, alternates, if any, and will complete the Work for unit price(s) stated in the attached Unit Prices Form based on materials actually furnished and installed and services actually provided. The Base Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, EARTHWORK  
 IN NUMERALS: \$ 2,577,515.00

TOTAL BASE BID, EARTHWORK  
 IN WORDS: TWO MILLION FIVE HUNDRED SEVENTY SEVENTHOUSAND FIVE HUNDRED FIFTEEN DOLLARS.

- 6. Bidder agrees that the Work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bid 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. Unit Prices Form.
  - C. Copy of Certificate of Residency, if Bid as a resident.
- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: MELGAARD CONSTRUCTION Co., INC.  
722 SINCLAIR ST.  
GILLETTE, WY 82718

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 Bid Documents.

Submitted on JUNE 8, 2022.  
Bidder is Bid as a RESIDENT (Insert Resident or Non-Resident)

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IF BIDDER IS:

A CORPORATION OR LIMITED LIABILITY COMPANY

By: MELDARD CONSTRUCTION Co., Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

WYOMING  
(State of Incorporation or Organization)

By: [Signature], PRESIDENT (seal)  
(Title)

(Seal)

Attest: Donita S. Munn

Business Address: 722 SINCLAIR ST.  
GILLETTE, WY 82718

Phone Number: 307-687-1600

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each member of the joint venture 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.)



STANDARD  
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Melgaard Construction Company, Inc. as Principal, and Merchants National Bonding, Inc. as Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113, unto the City of Casper, Wyoming, a Municipal Corporation as OWNER, in the penal sum of Five Percent of Amount Bid Dollar(s) (\$ 5% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, which represents five percent (5%) of the Principal's Total Base Bid.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Casper, Wyoming, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the Casper Regional Landfill Cell 5 Construction Earthwork City , Project No. 21-012 .

NOW, THEREFORE,

A. If said BID shall be rejected; or,

B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within thirty (30) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Guarantors as provided in the Bidding Documents for this Project for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of ninety (90) days after its submission to OWNER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this 1st day of June, 2022 .

BB-1

Attest:

Cathy J. Betts  
Secretary or Authorized Witness

(Seal)

Principal (Corporation, Partnership, Individual)

Melgaard Construction Company, Inc.  
By [Signature]  
(Authorized Representative)

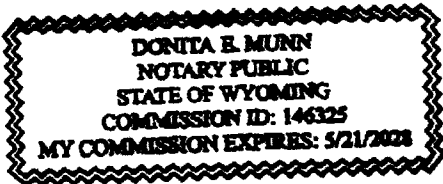
[Signature]  
(Print or Type Name)

722 Sinclair St  
Address  
Gillette, WY 82718

State of Wyoming  
) ss.  
County of Campbell

The foregoing Bid Bond was executed before me by [Signature]  
on behalf of Melgaard Construction Company, Inc., this 5 day of June, 2022

My Commission Expires: 5/21/2028



[Signature]  
Notary Public

Merchants National Bonding, Inc.  
Surety



BY: [Signature]  
Attorney-in-Fact for Surety  
Gloria Fugatt

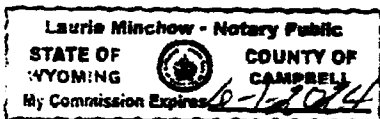
P.O. Box 14498  
Address  
Des Moines, IA 50306-3498  
Surety Phone No.

State of Wyoming  
) ss.  
County of Campbell

The foregoing Bid Bond was executed before me by Gloria Fugatt, who  
represented that he/she was the Attorney-in-Fact for the above named Surety, this 1st day of  
June, 2022.

My Commission Expires: 6-1-2024

[Signature]  
Notary Public



BB-2

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Gloria Fugatt**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond  
 Principal: Melgaard Construction Company, Inc.  
 Obligor: City of Casper

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

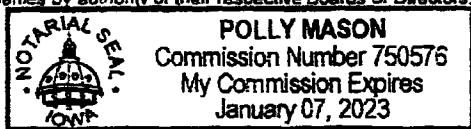
In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of June, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.  
 On this 1st day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
 Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

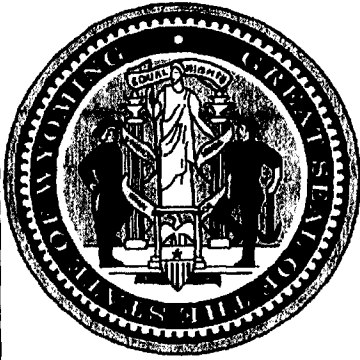
In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of June, 2022.



*William Warner Jr.*  
 Secretary

POA 0018 (1/20)





# STATE OF WYOMING

## CERTIFICATE OF RESIDENCY



Contractor Number: 0159

THIS CERTIFIES THAT:

### MELGAARD CONSTRUCTION CO., INC.

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2<sup>ND</sup> DAY of MARCH TWO THOUSAND AND 22

A handwritten signature in black ink, appearing to read "Michele Johnson", written over a horizontal line.

Michele Johnson, Program Manager

EXPIRATION DATE: 3/1/2023



To verify the authenticity of the certificate,  
please contact our office at 307-777-7261 or visit  
[wyomingworkforce.org/businesses/labor/info](http://wyomingworkforce.org/businesses/labor/info)

CERTIFICATE SERIAL NUMBER: 0103202239

RESOLUTION NO. 22-112

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MELGAARD CONSTRUCTION COMPANY, INC, FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, EARTHWORK AND CONSTRUCTION OF LEACHATE COLLECTION AND CONTROL SYSTEM ENCLOSURES, PROJECT NO. 21-012.

WHEREAS, the City of Casper desires construct new landfill Cell 5 and leachate collection and control system enclosure structures; and,

WHEREAS, Melgaard Construction Company, Inc, is able and willing to provide those services, specified as Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000) 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 Melgaard Construction Company, Inc., for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Million Five Hundred Seventy-Seven Thousand Five Hundred Fifteen Dollars and Zero Cents (\$2,577,515.00), and One Hundred Twenty Eight Thousand Eight Hundred Seventy Five Dollars and Seventy Five Cents (\$130,000.00) for a construction contingency account, for a total price of Two Million Seven Hundred Seven Thousand Five Hundred Fifteen Dollars and Zero Cents (\$2,707,515.00).

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 Thirty Five Thousand Dollars (\$35,000), 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

\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*

June 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Cynthia M. Langston, Solid Waste Division Manager  
Alex Sveda, P.E., City Engineer  
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing an Agreement with Northwest Linings and Geotextile Products, Inc., in the amount of \$1,496,617.90 for the Casper Regional Landfill Cell 5 Construction, Geosynthetics, Project No. 21-012.

Meeting Type & Date:  
Regular Council Meeting  
June 21, 2022

Action Type:  
Resolution

Recommendation:  
That Council, by resolution, authorize an agreement with Northwest Linings and Geotextile Products, Inc., for the Casper Regional Landfill Cell 5 Construction, Geosynthetics, Project No. 21-012, in the amount of \$1,496,617.90. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$80,000, for a total contract amount of \$1,576,617.90.

Summary:  
On June 8, 2022, the City of Casper received three (3) bids for the Casper Regional Landfill Cell 5 Construction, Geosynthetics, Project No. 21-012. The bids received are as follows:

Contractor	Location	Total Base Bid
<b>Northwest Linings and Geotextile Products, Inc.</b>	<b>Kent, Washington</b>	<b>\$1,496,617.90</b>
Clean Air and Water Systems, LLC	Dousman, Wisconsin	\$1,564,211.00
International Lining Technology	Reno, Nevada	\$1,612,925.36

The Engineer's Estimate for the Earthwork prepared by Golder Associates (Golder) was \$1,500,000. Golder is under contract for engineering, design, bidding, design support for construction administration and construction quality assurance for the work of the Casper Regional Landfill Cell 5 Construction, Geosynthetics.

The Agreement with Northwest Linings and Geotextile Products, Inc. is for the Geosynthetics (liner procurement and installation) portion of the Cell 5 Construction.



The construction for the first lined area of the CRL was completed in September, 2008. In December, 2011, the expansion of Cells 1 and 2 (totaling 25.5 acres) were completed, and in 2016, Cells 3 and 4 (totaling 15.5 acres) were completed, expanding the overall area of active landfill cells to 41 acres. With the total volume of Cells 1 through 4 nearing capacity, the City of Casper Solid Waste has begun efforts to design the construction of Cell 5, which is approximately 22.5 acres. The project includes procurement and installation of Geosynthetic liner as part of the construction of Cell 5.

The work is scheduled to be substantially completed by December 2022.

Financial Considerations:

Funding for this project will be from Munis Project 2060022010 as part of Improvements Other than Bldgs.

Oversight/Project Responsibility:

Steven Stolte, E.I.T., Associate Engineer I

Attachments:

Resolution  
Agreement

SECTION 00 52 13

STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming, hereinafter referred to as the "OWNER," and Northwest Linings and Geotextile Products, Inc., 77<sup>th</sup> Avenue South, Kent, Washington, hereinafter referred to as the "GEOSYNTHETICS CONTRACTOR."

WHEREAS, the City of Casper desires to expand the Casper Regional Landfill (CRL) by excavating and installing containment liners for Cell 5; and,

WHEREAS, GEOSYNTHETICS CONTRACTOR is able and willing to provide those services specified as the CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, GEOSYNTHETICS; CITY PROJECT 21-012.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. Work.

GEOSYNTHETICS CONTRACTOR shall perform all the work required by the Contract Documents for completion of the CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, GEOSYNTHETICS; CITY PROJECT 21-012, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by Golder Associates USA Inc. (Lakewood, Colorado), HDR Inc. (Denver, Colorado), and the City of Casper. For the purposes of contract administration, Golder Associates USA Inc. is hereinafter referred to as the "ENGINEER" and will act as the OWNER's Representative, assume all duties and responsibilities, and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Acceptance of Subgrade Construction is defined as the first day the GEOSYNTHETIC CONTRACTOR certifies in writing that the surface on which the geosynthetic liner shall be installed is acceptable. Substantial Completion shall include all Work required to allow placement of material over the geosynthetics by others.
- 3.2 The Work will be Substantially Complete within fifty (50) calendar days of Acceptance of Subgrade Construction and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within sixty (60) calendar days of Acceptance of Subgrade Construction.

3.3 Liquidated Damages. OWNER and GEOSYNTHETICS CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not Substantially Complete 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 GEOSYNTHETICS CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) GEOSYNTHETICS CONTRACTOR shall pay OWNER Two Thousand Five Hundred Dollars (\$2,500) for each day that expires after the time specified in Paragraph 3.2 for Substantial completion. After Substantial Completion, if GEOSYNTHETICS 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, GEOSYNTHETICS CONTRACTOR shall pay OWNER One Thousand Five Hundred Dollars (\$1,500) 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.

In consideration of the performance of the Work in accordance with the Contract documents for this Unit Price Contract, OWNER shall pay GEOSYNTHETICS CONTRACTOR in current funds a not-to-exceed total contract price of One Million Four Hundred Ninety-Six Thousand Six-Hundred Seventeen Dollars and Ninety Cents (\$1,496,617.90), 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 Unit Prices Form, included as Exhibit "A" in the Bid Documents 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](mailto: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 \$50,000.00 will be retained in an account in the name of the GEOSYNTHETICS CONTRACTOR (except when specifically waived in writing by GEOSYNTHETICS 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 GEOSYNTHETICS CONTRACTOR in a written attachment hereto, the GEOSYNTHETICS CONTRACTOR's signature hereon shall act as authority for the OWNER to designate a retainage depository on behalf of the GEOSYNTHETICS CONTRACTOR, for the purposes specified in Wyoming Statutes Section 16-6-704. The GEOSYNTHETICS 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 GEOSYNTHETICS CONTRACTOR or by the OWNER.

#### ARTICLE 7. GEOSYNTHETICS CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, GEOSYNTHETICS CONTRACTOR makes the following representations:

- 7.1 GEOSYNTHETICS CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, the 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 GEOSYNTHETICS CONTRACTOR has carefully studied 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 GEOSYNTHETICS CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies as he/she 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 GEOSYNTHETICS CONTRACTOR for such purposes.
- 7.4 GEOSYNTHETICS 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 GEOSYNTHETICS CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he/she has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to GEOSYNTHETICS CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and GEOSYNTHETICS CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages 00 52 13-1 to 00 52 13-6, inclusive).
- 8.2 Exhibit "A" - Bid Form and Unit Prices Form
- 8.3 Addenda No. 1, 2, 3.
- 8.4 Performance and Payment Bonds.
- 8.5 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.

- 8.6 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.7 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.8 Technical Specifications.
- 8.9 Notice of Award.
- 8.10 Notice to Proceed
- 8.11 Contract Drawings, with each sheet bearing the following general title: Casper Regional Landfill, Cell 5 Construction Drawings or Casper Regional Landfill LCCS Enclosures.
- 8.12 Shop Drawings and other Submittals furnished by GEOSYNTHETICS CONTRACTOR during performance of the Work and accepted by the OWNER.
- 8.13 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraph 3.04 of the General Conditions, on or after the effective date of this Agreement.
- 8.14 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

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.

\*\*\*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK\*\*\*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

(CASPER REGIONAL LANDFILL, CELL 5 CONSTRUCTION, GEOSYNTHETICS; CITY PROJECT 21-012)

*Walter Tremel*

\_\_\_\_\_

GEOSYNTHETICS CONTRACTOR:

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: Fleur Tremel

By: Ray Pacheco

Title: City Clerk

Title: Mayor

SECTION 00 41 43

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: CASPER REGIONAL LANDFILL  
CELL 5 CONSTRUCTION  
GEOSYNTHETICS  
CITY PROJECT 21-012

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 Substantially Complete all Work within fifty (50) calendar days of Acceptance of Subgrade Construction and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within sixty (60) calendar days from Acceptance of Subgrade Construction.

Acceptance of Subgrade Construction is defined as the first day the GEOSYNTHETIC CONTRACTOR certifies in writing that the surface on which the geosynthetic liner shall be installed is acceptable. Substantial Completion shall include all Work required to allow placement of material over the geosynthetics by others.

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 Bid 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 Bid Documents, that:
  - A. Bidder has examined copies of all the Bid Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>May 20, 2022</u>
Addendum No. <u>2</u>	Dated <u>June 3, 2022</u>
Addendum No. <u>3</u>	Dated <u>June 6, 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 Bid. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is Bid all schedules, alternates, if any, and will complete the Work for unit price(s) stated in the attached Unit Prices Form based on materials actually furnished and installed and services actually provided. The Base Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, GEOSYNTHETICS

IN NUMERALS: \$ 1,496,617.92

TOTAL BASE BID, GEOSYNTHETICS

IN WORDS: ONE MILLION, FOUR HUNDRED NINETY-SIX THOUSAND SIX-HUNDRED-SEVENTEEN DOLLARS AND NINETY CENTS DOLLARS.

- 6. Bidder agrees that the Work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bid 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. Unit Prices Form.
  - C. Copy of Certificate of Residency, if Bid as a resident.
- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Estimating  
20824 77th Avenue South  
Kent, WA 98390



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: \_\_\_\_\_



RESOLUTION NO. 22-113

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NORTHWEST LININGS AND GEOTEXTILE PRODUCTS, INC., FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, GEOSYNTHETICS, PROJECT NO. 21-012.

WHEREAS, the City of Casper desires construct new landfill Cell 5; and,

WHEREAS, Northwest Linings and Geotextile Products, Inc., is able and willing to provide those services, specified as Casper Regional Landfill Cell 5 Construction, Geosynthetics, Project No. 21-012; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Northwest Linings and Geotextile Products, Inc. for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed One Million Four Hundred Ninety-Six Thousand Six-Hundred Seventeen Dollars and Ninety Cents (\$1,496,617.90), and Eighty Thousand Dollars and Zero Cents (\$80,000.00) for a construction contingency account, for a total price of One Million Five Hundred Seventy Six Thousand Six Hundred Seventeen Dollars and Ninety Cents (\$1,576,617.90).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than 30 days, changes in the dollar amount of the above described Agreement not greater than the sum of Thirty Five Thousand Dollars (\$35,000), 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:

*Walter Trout*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

June 10, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Scott Dresher, Transit Manager

SUBJECT: Authorizing an Update to the City of Casper Title VI Program

Meeting Type & Date:

Regular Council Meeting, June 21, 2022

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an update to its Title VI Program.

Summary:

The City of Casper is a designated recipient of Federal Transportation Assistance from the U.S. Department of Transportation. As a designated recipient, the City of Casper is required to update their Title VI program every three (3) years. Title VI requires every designated recipient of federal funding to have a program in place to address Civil Rights complaints, to ensure that every contract funded by federal monies contains language that provides for Title VI adherence, to address Limited English Proficiency in the community through a written program, and to notify the public of their rights under Title VI. The Title VI Program is required per the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.

Financial Considerations

The City of Casper expects to receive nearly \$1,347,547 for transit related operations in FY23.

Oversight/Project Responsibility:

Scott Dresher, Transit Manager, is tasked with overseeing the City of Casper's transit program.

Attachments:

Title VI Plan – 2022 Update  
Resolution



## City of Casper

### Title VI Plan

*Related to*

*Transportation Planning and Transportation Improvements*

**Endorsed and Approved June 21, 2022 by the**

**City of Casper Council**

Submitted to:

Federal Transit Administration

Region 8

1961 Stout St, Ste 13-301

Denver, CO 80294-3007

**June 30, 2022**





## RECIPIENT INFORMATION

RECIPIENT: City of Casper (City)

SUBMITTAL DATE: June 30, 2022

EXPIRATION YEAR: 2025

### CONTACT INFORMATION:

Liz Becher  
Title VI Officer  
City of Casper  
200 N David Street  
Casper, WY 82601  
[lbecher@casperwy.gov](mailto:lbecher@casperwy.gov)  
Phone: 307.235.8241  
Fax: 307.235.8362

J. Carter Napier  
City Manager  
City of Casper  
200 N David Street  
Casper, WY 82601  
[cnapier@casperwy.gov](mailto:cnapier@casperwy.gov)  
Phone: 307.235.8224

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## I. PROVISION OF TITLE VI ASSURANCES

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The City hereby certifies that, as a condition of receiving Federal financial assistance under the Urban Mass Transportation Act of 1964, as amended, it will ensure that:

- a. City shall submit on an annual basis, their Title VI Assurance, as part of their annual Certification and Assurance submission to the FTA.
- b. No person, on the basis of race, color, or national origin, will be subjected to discrimination in the level and quality of transportation services and transit-related benefits.
- c. City will compile, maintain, and submit in a timely manner, Title VI information required by FTA Circular 4702.1B and in compliance with the Department of Transportation’s Title VI Regulation, 49 CFR, Part 21.7.
- d. City will make it known to the public that those persons alleging discrimination on the basis of race, color, or national origin as it relates to the provision of transportation services and transit-related benefits may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

## II. TITLE VI TRANSIT COMPLIANCE HISTORY

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	DATE	SUMMARY (basis, i.e. race, age, etc.)	STATUS	ACTION(S) TAKEN
INVESTIGATIONS				
1.				
COMPLAINTS				
1. Employee	January 2022	Race	Completed	Unsubstantiated

- a. There are no outstanding lawsuits or complaints naming the City which allege discrimination on the basis of race, color or national origin with respect to service or other transit benefits.
- b. There are no pending applications for Federal financial assistance, and there is no Federal financial assistance currently being provided to the City other than that

being supplied by the Federal Transit Administration (FTA). Currently the City is applying for Section 5307 funding through the FTA.

- c. During the course of the last three (3) years, there have not been any civil rights compliance review activities conducted with respect to the City and, to the best of our knowledge, there are not presently any ongoing civil rights compliance review activities being conducted with respect to the City.
- d. There are currently no pending construction projects which would negatively impact minority communities being performed by the City.

### III. INCORPORATION OF THE PROGRAM

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The City of Casper (hereinafter referred to as the “City” or “Recipient”) hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the “Act”), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the “Regulations”), and other pertinent directives. No person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Transit Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) of the Regulations.

More specifically, and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Transit Administration program:

- a. That the Recipient agrees that each “program” and each “facility,” as defined in subsections 21.23(e) and 21.23(b) of the Regulations will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated, in compliance with all requirements imposed by, or pursuant to, the Regulations.
- b. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Transit Administration programs and, in adapted form in all proposals or negotiated agreements:

***The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations,***

***Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders/proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to the invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.***

- c. That the Recipient shall insert the clauses contained herein as **APPENDIX A** in every contract subject to this Act and the Regulations.
- d. That the Recipient shall insert the clauses contained herein as **APPENDIX B**, as a covenant running with the land, in any deed from the United States affecting a transfer of real property, structures, or improvements thereon, or interest herein.
- e. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- f. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
- g. That the Recipient shall include the appropriate clauses contained herein as **APPENDIX C**, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under Federal Transit Administration programs; and (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under Federal Administration programs.
- h. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
- i. The Recipient shall provide for such methods of administration for the programs as are found by the Secretary of Transportation or the official to whom he/she

delegates specific authority to give reasonable guarantee that it, other interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

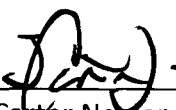
- j. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.
- k. The Recipient assures that the level and quality of transit service and related benefits are provided in a manner consistent with Title VI of the Civil Rights Act of 1964.

THESE ASSURANCES are given in consideration of, and for the purpose of, obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Administration and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Transit Administration programs.

The person whose signature appears below is authorized to sign these assurances on behalf of the grant applicant or recipient.

DATED: 6/16/22

City of Casper, Wyoming

  
\_\_\_\_\_  
By: J. Carter Napier  
City Manager

## IV. GENERAL GUIDELINES/REQUIREMENTS

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### a. Annual Certification and Assurance

As stated in Section I, City shall submit annually, their Title VI assurance, as part of their annual Certification and Assurance submission to the FTA.

### b. Complaint Procedures

In compliance with 49 CFR Section 21.9(b), City has developed procedures for investigating and tracking Title VI complaints filed against them. Such procedures shall be made available to the public upon request. City complaint procedures and complaint form are contained herein as **APPENDIX D**.

### c. Record Title VI Activities

In compliance with 49 CFR Section 21.9(b), City shall prepare and maintain a list of any active investigations conducted by entities other than the FTA, lawsuits, or complaints naming City that allege discrimination on the basis of race, color, or nation origin. Such list shall include:

- 1) Date the investigation, lawsuit, or complaint was filed;
- 2) Summary of the allegation(s);
- 3) The status of the investigation, lawsuit, or complaint; and
- 4) Actions taken by the City in response to the investigation, lawsuit or complaint.

### d. Access for LEP Persons

City shall take steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). City will assist persons with limited English proficiency to participate in the transportation planning process. City Staff will make every effort to provide translators and document translation, where feasible, upon request. City's Limited English Proficiency (LEP) Plan is contained herein as **APPENDIX E**.

### e. Public Notification

In compliance with 49 CFT Section 21.9(d), City shall provide information to the public regarding their Title VI obligations and apprise members of the public of the protections against discrimination afforded to them by the Title VI. City complaint procedures and public notification information are contained herein as **APPENDIX D**.

f. Additional Information

City acknowledges that, at the discretion of the FTA, information other than that which is required by FTA C 4702.1A, may be requested in writing of the City, to investigate complaints of discrimination or to resolve concerns about possible noncompliance with Title VI.

g. Timely Submission

City acknowledges that their Title VI submissions and/or updates thereto, shall be supplied to their FTA Regional Office once every three (3) years. The submission shall include, but is not limited to:

- 1) A summary of public outreach and involvement activities undertaken since the last submission and a description of steps taken to ensure that minority and low-income people had meaningful access to these activities;
- 2) City's process for persons with limited English proficiency (LEP);
- 3) Title VI Complaint and Tracking procedures;
- 4) A list of any Title VI investigations, complaints or lawsuits filed since the last submission; and
- 5) A copy of City's public notice regarding Title VI compliance and public access and instructions to City Title VI complaint procedures.
- 6) A table depicting the membership of non-elected committees and councils, the membership of which is selected by the Recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
- 7) A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

h. Environmental Analysis of Construction Projects

City shall integrate an environmental justice analysis into their National Environmental Policy Act (NEPA) documentation of transit related construction projects of which require NEPA. If a Categorical Exclusion (CE) is performed, City shall complete the FTA's standard CE check-list which includes a section on community disruption and environmental justice. While preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS), City shall integrate into their documents, the following:



- 1) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population;
- 2) A discussion of all adverse effects that would affect the identified minority and low-income population;
- 3) A discussion of all positive effects that would affect the identified minority and low-income population;
- 4) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and the replacement of the community resources destroyed by the project, if applicable;
- 5) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
- 6) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison will be completed of mitigation and environmental enhancement actions between the two stated areas. If there is no basis for such a comparison, City shall describe why this is so.

i. Public Participation

As part of the 2021 Public Participation Plan, we did the following:

- Analyzed existing communication materials, methods, and processes
- Conducted stakeholder listening sessions
- Reviewed social media chatter
- Examined demographic and socioeconomic trends
- Identified virtual engagement tools
- Held a self-guided online public meeting

The City has developed a proactive public involvement process for transit related issues that provides complete information, timely public notice, full public access to key decisions, and supports early and continuing involvement in the transit operation. Casper's Council of People with Disabilities meets once a month with the City of Casper and the Transit Division to provide input on issues that are affecting those with disabilities

that are using the transit system. The City of Casper's Public Participation Plan can be found on the City of Casper website by clicking [here](#). The URL is provided below.

<https://www.casperwy.gov/cms/One.aspx?portalId=63067&pageId=86082>

The City shall seek out and consider viewpoints of minority, low-income, and LEP populations in the course of conducting public outreach and involvement activities in regards to proposed transportation decisions. City shall make every effort to include the following practices:

- 1) Coordination with individuals, institutions, or organizations and implementing community-based public involvement strategies to reach out to members in the affected minority and/or low-income communities;
- 2) Provision of opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments;
- 3) Utilization of locations, facilities and meeting times that are convenient and accessible to low-income and minority communities;
- 4) Utilization of different meeting sizes or formats, or varying the type and number of news media used to announce public participation opportunities; and
- 5) Implementation of DOT's policy guidance regarding City's responsibilities to LEP persons.

j. Membership Boards and Committees

Casper Area Boards and Committees relevant to the City's Transit Program, broken down by Gender, Race, and Ethnicity.

The City of Casper's City Council is an elected body. The City of Casper does not have a subrecipient. The MPO Policy Committee is an elected body, with the exception of the District Engineer for WYDOT. The MPO Technical Committee consists of professional staff appointed by elected officials from member agencies of the MPO. The Citizen Transportation Advisory Committee is selected from applicants appointed by each governing board of MPO member entities.

Citizen's Advisory Committee		White	Black	Hispanic	Asian	NA/AN	NH/PI	Multiracial	Other
Men	Women	10	0	0	0	0	0	0	0
5	5								
MPO Technical Committee		White	Black	Hispanic	Asian	NA/AN	NH/PI	Multiracial	Other
Men	Women	7							
5	2								
MPO Policy Committee		White	Black	Hispanic	Asian	NA/AN	NH/PI	Multiracial	Other
Men	Women	8							
6	2								
Casper City Council		White	Black	Hispanic	Asian	NA/AN	NH/PI	Multiracial	Other
Men	Women	8		1					
6	3								


k. Narrative Describing Subrecipient Monitoring

The City of Casper does not have a subrecipient.

The person whose signature appears below is authorized to sign on behalf of the grant applicant or Recipient.

DATED: 6/16/22

City of Casper, Wyoming

  
 By: J. Carter Napier  
 City Manager

## APPENDIX A - TO TITLE VI ASSURANCE – Contract Clauses

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**(to be inserted into every contract subject to Title VI)**

*The City of Casper is herein referred to as the "City"*

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts (Including Procurements of Materials and Equipment): In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - (b) Cancellation, termination, or suspension of the contract in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the City, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B - TO TITLE VI ASSURANCE – Real Property

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**(to be inserted into real property transactions)**

*The City of Casper is herein referred to as the "City"*

The following clauses shall be included in any and all deeds effecting or recording the transfer of real Property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the City will accept title to the lands and maintain the project constructed thereon, in accordance with The State of Wyoming, the Regulations for the Administration of Program and the policies and procedures prescribed by the Federal Transit Administration and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the City and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the City, its successors and assigns.

The City, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility allocated wholly or in part on, over, or under such lands hereby conveyed, (2) that the City shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations

may be amended, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

## APPENDIX C - TO TITLE VI ASSURANCE – Clauses/Covenants

---

**(to be inserted into Federally funded real property transactions or improvements)**

*The City of Casper is herein referred to as the "City"*

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City pursuant to the provisions of Assurance 7(a).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, (the grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (licenses, lease, permit, etc.) had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the City pursuant to the provisions of Assurance 7(b).

The (grantee, licensee, lessee, permittee, etc., as appropriate) for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in case of deeds, and leases add "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race,



color, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

[Include in licenses, leases, permits, etc.]\*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

[Include in deeds]\*

That in the event of breach of any of the above nondiscrimination covenants, the City shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the City and its assigns.

## APPENDIX D - TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS

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City of Casper, Wyoming is herein referred to as the "City"

### **Public Notice of Rights**

The following statement shall be posted on site at the City office, the Casper Area Transit office, on the transit website [www.casperareatransit.org](http://www.casperareatransit.org), permanently displayed on public transit vehicles; and other appropriate materials made available to the public: *(Documents will be translated into languages other than English, upon request.)*

**STATEMENT OF RIGHTS:** Casper Area Transit is committed to ensuring that no person is excluded from participation in or denied the benefits of or be subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended. If you believe you have been subjected to discrimination, you may file a written complaint no later than one-hundred and eighty (180) calendar days after the alleged discrimination with the Casper Area Transit Title VI Officer at 1715 East 4th Street Casper, WY 82601. If you need assistance with a written complaint (o si no habla ingles, llama por) call the Casper Area Transit office at (307) 235-8273 during regular business hours.

### **Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)**

The City of Casper (City) grants all citizens equal access to all its public transportation services. It is further the intent of the City that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the City programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

#### **What is Title VI?**

Title VI is a section of the Civil Rights Act of 1964 requiring that "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

#### **What is LEP?**

As part of Title VI requirements, the City has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to City services as required by Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16,

2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

#### City's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any transportation program or activity administered by the City.

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the City may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The Title VI Complaint Process can be found on the following page.



## Title VI Complaint Process



In compliance with U.S. Department of Transportation Title VI regulations (49 CFR Part 21), Casper Area Transit operates without regard to race, color, or national origin. Any person who believes he or she has been discriminated against by Casper Area Transit on the basis of race, color, or national origin may file a Title VI complaint.

Title VI complaint form can be downloaded [here](#) or this URL:

<https://www.casperwy.gov/cms/one.aspx?pageId=86185> or by calling 307-235-8241. If the complainant is unable to write a complaint, a representative may file on his or her behalf, or Casper Area Transit staff will provide assistance. Complaints must be filed within 180 calendar days of the alleged incident.

1. When a complaint is received by Casper Area Transit, the City Title VI Officer will provide written acknowledgement to the Complainant, within ten (10) calendar days by registered mail.
2. If a complaint is deemed incomplete, additional information will be requested, and the complainant will be provided sixty (60) calendar days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.
3. Within fifteen (15) calendar days from receipt of a complete complaint, the City will determine its jurisdiction in pursuing this matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) calendar days of this decision, the Public Transit Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.
  - a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.
  - b. If the complaint is to be investigated, the notification shall state the grounds of the City's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator. The Public Transit Manager will coordinate with the City Legal Department and Human Resource Department.
4. When the City does not have sufficient jurisdiction, the Public Transit Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.
5. Casper Area Transit will complete the investigation within sixty (60) calendar days of receipt of complaint. If additional time is needed for the investigation, the complainant will be notified. A written investigative report will be prepared, including a summary description of the incident, investigative findings, and recommended corrective action.
6. A closing letter will be provided to the Complainant within ninety (90) calendar days from receipt of the complaint.



**Title VI Discrimination Complaint Form  
City of Casper Transit Division**

Title VI of the Civil Rights Act of 1964 protects people from discrimination based on race, color and national origin in programs and activities receiving financial assistance. Any person who believes she or he has been discriminated against on the basis of race, color or national origin may file a Title VI complaint by completing and submitting Casper Area Transit’s Title VI Complaint Form.

The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please contact the Title VI Officer at (307) 235-8241. In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Title VI Coordinator. Under these circumstances, the Complainant will be interviewed, and the Title VI Officer will assist the Complainant in converting the verbal allegations to writing.

Complete and return this form to:  
City of Casper  
Title VI Officer – Community Development  
200 North David, Room #203  
Casper, WY 82601-1894

<b>COMPLAINANT CONTACT INFORMATION</b> <i>Please provide your name and contact information</i>	
<b>Name:</b>	
<b>Address:</b>	
<b>City:</b>	
<b>State:</b>	<b>Zip:</b>
<b>County</b>	
<b>Home Phone:</b>	<b>Cell Phone:</b>
<b>Email Address:</b>	
<b>Date of Birth:</b>	

<b>BASIS OF THE DISCRIMINATORY ACT(S)</b> <i>Please specify the categories which you marked</i>		
<b>Race:</b>	<b>National Origin:</b>	<b>Color:</b>

\*All information contained in this form remains confidential

**WHEN DID THE DISCRIMINATORY ACT(S) OCCUR?**

*Please provide the dates of the alleged act(s)*

**Beginning Date of the Alleged Act:**

**End Date of the Alleged Act:**

**Is the Alleged Act Ongoing?**  YES  NO

**CONTACT INFORMATION**

*Please provide the name and contact information of the **person** that you believe discriminated against you.*

**Name:**

**Address:**

**City:**

**State:**

**Zip:**

**County:**

**Phone Number:**

**CONTACT INFORMATION**

*Please provide the name and contact information of the **entity** that you believe discriminated against you.*

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**County:**

**Phone Number:**

**TELL US WHAT HAPPENED**

*In your own words, tell us what happened. Provide dates, if applicable, and describe how you were treated differently than others. Use additional paper if needed.*

**TELL US WHAT HAPPENED (CONTINUED)**

[Large empty rectangular box for signature and date]

**Please sign below to acknowledge that the information entered in the complaint is true and correct.**

\_\_\_\_\_  
**Complainant Signature**

\_\_\_\_\_  
**Date**

### WITNESSES

*Please list any individuals that may have information that supports or clarifies your complaint. Include as much contact information as possible. Use additional paper if needed.*

**Witness #1:**

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone Number:**

**Witness #2:**

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone Number:**

**Witness #3:**

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone Number:**

**Witness #4:**

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone Number:**

**Witness #5:**

**Name of Entity:**

**Address:**

**City:**

**State:**

**Zip:**

**Phone Number:**





## **TITLE VI / LEP COMPLAINT LOG**

**January 1, 2019 to December 31, 2019 - NONE**

**January 1, 2020 to December 31, 2020 - NONE**

**January 1, 2021 – December 31, 2021 - NONE**

**January 1, 2022 to date – One (1)**

APPENDIX E - Limited English Proficiency (LEP) Plan  
City of Casper Wyoming

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Submitted to:

Federal Transit Administration

Region 8

1961 Stout St, Ste 13301

Denver, CO 80294-3007

*June 2022*

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## **I INTRODUCTION**

The purpose of this limited English proficiency policy guidance is to clarify the responsibilities of recipients of federal financial assistance from the U.S. Department of Transportation (DOT) and assist them in fulfilling their responsibilities to limited English proficient (LEP) persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. It was prepared in accordance with **Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.**, and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives federal financial assistance, and;

## **II EXECUTIVE ORDER 13166**

Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency that is subject to the requirements of Title VI to publish guidance for its respective recipients clarifying that obligation. Executive Order 13166 further directs that all such guidance documents be consistent with the compliance standards and framework detailed in the Department of Justice's (DOJ's) Policy Guidance entitled "Enforcement of Title VI of the Civil Rights Act of 1964--National Origin Discrimination Against Persons With Limited English Proficiency." (See 65 FR 50123, August 16, 2000 DOJ's General LEP Guidance). Different treatment based upon a person's inability to speak, read, write, or understand English may be a type of national origin discrimination.

Executive Order 13166 applies to all federal agencies and all programs and operations of entities that receive funding from the federal government, including state agencies, local agencies such as the City of Casper, Wyoming (City), and governments, private and non-profit entities, and subrecipients.

## **III PLAN SUMMARY**

The City has developed this Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to transit services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates.

In developing the plan while determining the City's extent of obligation to provide LEP services, the City undertook a U.S. Department of Transportation four factor LEP analysis which considers

the following: 1) The number or proportion of LEP persons eligible in the City service area who maybe served or likely to encounter an City transit program, activity, or service; 2) the frequency with which LEP individuals come in contact with a transit services; 3) the nature and importance of the program, activity or service provided by the City to the LEP population; and 4) the resources available to the City and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

#### **IV FOUR FACTOR ANALYSES**

##### **1. The number or proportion of LEP persons eligible in the City service area who may be served or likely to encounter a City Transit program, activity, or service**

The City examined the American Community Survey from 2013-2017 and was able to determine that approximately 6.8%, or 5,120 people spoke a language other than English. Of the 5,120 people reporting they speak other languages than English, 1,473 or 2.0% of respondents either speak English “not well” or “not at all.” (See SUB-APPENDIX A on page 34 for City Languages Spoken at Home Chart).

##### **2. The frequency with which LEP individuals come in contact with a City transit program, activity, or service**

The City assesses the frequency at which staff and drivers have or could possibly have contact with LEP persons. This includes documenting phone inquiries and surveying completed by the drivers. The City has never had a request for interpreters. The City provides, on its own accord, the public transportation bus schedules that are translated into Spanish. The City has had zero requests for other translated transit documents. The staff and drivers have had very little contact with LEP individuals.

##### **3. The nature and importance of the program, activity, or service provided by the City to LEP community**

There is no large geographic concentration of any one type of LEP individuals in the Casper service area. The overwhelming majority of the population, 93.2% or 70,392, speak only English. The Spanish speaking population appears to be bi-lingual with only 2.0% or 1,473 individuals that reported speaking English “less than very well.”

Several organizations in the community are able to provide outreach services to LEP individuals within the Casper service area.

##### **4. The resources available to the City transit and overall costs**

The City assessed its available resources that could be used for providing LEP assistance. This included determining which documents would be the most valuable to be translated if and when the population supports, determining what staff could assist with translation efforts, and what level of staff training may be needed.

After analyzing the four factors, the City developed the plan outlined in the following section for assisting persons of limited English proficiency.

## **V LIMITED ENGLISH PROFICIENCY PLAN OUTLINE**

**a) How to Identify an LEP Person who Needs Language Assistance** - Below are tools to help identify persons who may need language assistance:

- Examine records requests for language assistance from past meetings and events to anticipate the possible need for assistance at upcoming meetings;
- When City transit sponsored workshops or conferences are held, post on the public notices contact information for people with special needs. Also set up a sign-in sheet table, have a staff member greet and briefly speak to each attendee. To informally gauge the attendee's ability to speak and understand English, ask a question that requires a full sentence reply;
- Have the Census Bureau's "I Speak Cards" be made available (contained herein as **SUB-APPENDIX A** on page 34) when needed and have the cards available at the City Transit Office and on buses; and
- Frequently survey drivers and other first line staff of any direct or indirect contact with LEP individuals.

**b) Language Assistance Measures** - The City has or will implement the following LEP procedures. The creation of these steps are based on the very low percentage of persons speaking other languages or not speaking English at least "well," in the Casper transit area:

- City's website has a "Select Language" tab that will translate the webpage into any one of 108 languages. [www.casperaretransit.org](http://www.casperaretransit.org)
- Census Bureau's "I Speak Cards" are to be located at the Casper Area Transit office at all times. Bus drivers will also be required to carry Basic Spanish for Transit Employees from CDOT on their routes.
- When the City transit hosts public meetings or conferences and a special need is identified in advance, the City will make every effort to have a translator available at the meeting.
- When an interpreter is needed, in person or on the telephone, an available bilingual transit staff member will attempt to assist. If a bilingual staff member is not available, staff will first attempt to determine what language is required. Staff shall use the

telephone interpreter service - Language Line Services at <http://www.languageline.com>. On the Language Line home page the staff will select the Need an Interpreter Now link and follow the directions to receive an access code.

c) **Staff Training** - All transit staff will be provided with the LEP Plan and will be educated on procedures to follow. This information will also be part of the TOB staff orientation process for new hires. Training topics are listed below:

- Understanding the Title VI policy and LEP responsibilities;
- What language assistance services the City offers;
- Use of LEP "I Speak Cards";
- How to use the Language Line interpretation and translation services;
- Documentation of language assistance requests;
- How to handle a Title VI and/or LEP complaint (this process is contained in APPENDIX D of the City of Casper Title VI Plan)

d) **Outreach Techniques** – The City's Public Participation Plan has identified outreach techniques. The following are options that the City will incorporate when and/or if the need arises for LEP outreach:

- If staff knows that they will be presenting a topic that could be of potential importance to an LEP person or if staff will be hosting a meeting or a workshop in a geographic location with a known concentration of LEP persons, meeting notices, fliers, advertisements, and agendas will be printed in an alternative language, based on known LEP population in the area.
- When running a general public meeting notice, staff will insert the clause, based on the LEP population and when relevant, that translates into "A (insert alternative Language) translator will be available". For example: "Un traductor del idioma español estará disponible." This means "A Spanish translator will be available".
- Key print materials, including, but not limited to, schedules and maps, will be translated and made available by request.

e) **Monitoring and Updating the LEP Plan** - This plan is designed to be flexible and is one that can be easily updated. At a minimum, the City will follow the Title VI Program update schedule for the LEP Plan. However, major updates most likely will not occur until the 2020 Census data is released, unless the City finds it necessary and crucial for an update before such time.

Each update should examine all plan components such as:

- How many LEP persons were encountered?
- Were their needs met?

- What is the current LEP population in the Casper service area?
- Has there been a change in the types of languages where translation services are needed?
- Have the City's available resources, such as technology, staff, and financial costs changed?
- Has the City fulfilled the goals of the LEP Plan?
- Were any complaints received?

f) **Dissemination of the City Limited English Proficiency Plan** - The City includes the LEP Plan with its Title IV Policy and Complaint Procedures. The City's Notice of Rights under Title VI to the public is posted in the Transit office, City building, and on all transit vehicles.

Any person, including social service, non-profit, and law enforcement agencies and other community partners will be able to access the plan on the website here downloaded [here](#) or this URL: <https://www.casperwy.gov/cms/one.aspx?pageId=86185>.

Copies of the LEP Plan will be provided, on request, to any person(s) requesting the document via phone, in person, by mail or email. LEP persons may obtain copies/translations of the plan upon request.

Any questions or comments regarding this plan should be directed to the City Title VI Coordinator.

City Title VI Officer – Community Development Director  
 City of Casper  
 200 North David  
 Casper, WY 82601  
 Phone: 307-235-8241  
 Fax: 307-235-8362  
 Email: [lbecher@casperwy.gov](mailto:lbecher@casperwy.gov)



SUB-APPENDIX A  
City of Casper Languages Spoken at Home Chart

<b>Casper Metropolitan Area Languages Spoken at Home</b>		
<b>Based on the 2020 American Community Survey 5-Year Estimates Detailed Tables</b>		
<b>Language Spoken At Home And Ability To Speak English In The United States For The Population 5 Years And Older</b>	<b>Total</b>	<b>Percentage of Population</b>
Total Resident Population 5 Years and Over	74,838	100.00%
Speak Only English	70,281	93.91%
Speak Languages Other Than English	4,557	6.09%
Speak Spanish:	2,776	
Speak English "very well"	2,065	2.76%
Speak English "well"	427	0.57%
Speak English "not well"	256	0.34%
Speak English "not at all"	28	0.04%
Speak other Indo-European languages:	894	
Speak English "very well"	839	1.12%
Speak English "well"	31	0.04%
Speak English "not well"	24	0.03%
Speak English "not at all"	-	0.00%
Speak Asian and Pacific Island languages:	560	
Speak English "very well"	453	0.61%
Speak English "well"	90	0.12%
Speak English "not well"	13	0.02%
Speak English "not at all"	4	0.01%
Speak other languages:	327	
Speak English "very well"	270	0.36%
Speak English "well"	-	0.00%
Speak English "not well"	57	0.08%
Speak English "not at all"	-	0.00%
Total Residents that speak only English, or speak English "Very Well" or "Well"	74,456	99.49%
Total Residents that speak English "Not Well" or "Not at All"	382	0.51%
Data Set:	ACSDT5Y2020	
Table ID:	B16004	

- |   |                        |
|---|------------------------|
| <input type="checkbox"/> وضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث للعربية.                         | 1. Arabic              |
| <input type="checkbox"/> Խոսողում ենք նշում կատարեք այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian            |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।                         | 3. Bengali             |
| <input type="checkbox"/> ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកនិយាយ ឬនិយាយភាសា ខ្មែរ ។                        | 4. Cambodian           |
| <input type="checkbox"/> Motka i kakhon ya yangin intöngnu' manitai pat öntöngnu' kumentos Chamorro.    | 5. Chamorro            |
| <input type="checkbox"/> 如果你能读中文或讲中文, 请选择此框。  | 6. Simplified Chinese  |
| <input type="checkbox"/> 如果你能讀中文或講中文, 請選擇此框。  | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.                | 8. Croatian            |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.                         | 9. Czech               |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken.                    | 10. Dutch              |
| <input type="checkbox"/> Mark this box if you read or speak English.                                    | 11. English            |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.                   | 12. Farsi              |

- |                          |  |                    |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | Cocher ici si vous lisez ou parlez le français.                                      | 13. French         |
| <input type="checkbox"/> | Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.                | 14. German         |
| <input type="checkbox"/> | Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.                            | 15. Greek          |
| <input type="checkbox"/> | Make kazyé sa a si ou li oswa ou pale kreyòl ayisyen.                                | 16. Haitian Creole |
| <input type="checkbox"/> | अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।                       | 17. Hindi          |
| <input type="checkbox"/> | Kos lub voj no yog koj paub twm thiab hais lus Hmoob.                                | 18. Hmong          |
| <input type="checkbox"/> | Jelölje meg ezt a kockát, ha megérti vagy beszéli a magyar nyelvet.                  | 19. Hungarian      |
| <input type="checkbox"/> | Markaam daytoy nga kahon no makabasa wenno makasaka iti Ilocano.                     | 20. Ilocano        |
| <input type="checkbox"/> | Marchi questa casella se legge o parla italiano.                                     | 21. Italian        |
| <input type="checkbox"/> | 日本語を読んだり、話せる場合はここに印を付けてください。   | 22. Japanese       |
| <input type="checkbox"/> | 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.   | 23. Korean         |
| <input type="checkbox"/> | ໃຫ້ພາບໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຊື່ພາສາລາວ.  | 24. Laotian        |
| <input type="checkbox"/> | Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. | 25. Polish         |

DB-3309

U.S. DEPARTMENT OF COMMERCE  
Economics and Statistics Administration  
U.S. CENSUS BUREAU

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องว่างด้านหน้าของทุกภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אייב איר לייענט אדער רעדט אידיש.	38. Yiddish

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Economics and Statistics Administration  
U.S. CENSUS BUREAU

## APPENDIX F - Passenger Guidelines



### Passenger Guidelines



1715 East 4th Street

307-235-8273

307-235-8287

307-265-1373(TDD)

[www.casperareatransit.org](http://www.casperareatransit.org)

#### Restrictions

*To ensure safety of our drivers, LINK and ASSIST will have the following restrictions*

- Refrain from smoking and chewing tobacco. No spitting on buses is allowed
- Refrain from fighting, using vulgar, offensive or abusive language, pushing, shouting or participating in rough behavior.
- Refrain from bringing prohibited items on ASSIST or LINK including:

Flammable liquids such as gasoline or kerosene; including gas containers that are empty, but have had gasoline, or kerosene in them at some point. (Gas containers that are brand new and have never been used can be boarded).

Vehicle batteries, fireworks, large packages or other items such as furniture, air conditioners etc.

#### Mobility Devices

Drivers are specially trained to assist you. Drivers will deploy lifts and ramps for persons using mobility devices and those without mobility devices who cannot navigate the bus steps upon request. Drivers must secure passengers using mobility devices with no fewer than four securements. Management will be contacted immediately prior to transporting any mobility device that cannot be secured to the bus floor.

At pick up or drop off address drivers will not assist passengers using wheelchairs and scooters up or down stairways. Passengers are required to have someone else assist them up or down stairways at the pickup and drop off

Walkers must be folded and other mobility devices must be stored out of the aisles.

#### Seating

Passengers using \*ADA (American with Disabilities Act) Mobility Devices on the bus (including wheelchairs, scooters, walkers, etc.) are given priority seating. Passengers must yield priority seating in the front of the vehicle for senior and disabled customers.

ASSIST and LINK passengers are required to use seat belts unless they have a medical certificate on file from a physician stating passenger is exempt. Passengers using mobility devices are required to use the lap belts that are attached to the securement devices.

**Strollers**

Strollers must be folded and stored out of the aisles. Strollers are not ADA Mobility Devices. If strollers cannot be folded and stowed safely, passengers with strollers must wait for the next available bus

Children may not remain in strollers during vehicle movement

**Service Animals**

Working service animals are welcomed

Companion animals are permitted on a leash or a small carrier. Cats must be in a carrier. No unsecured animals are allowed under any circumstances

**Stop Requests**

The Link passengers are required to use the stop request cord at least one block before the bus stop.

Passengers requesting a route deviation must call 307-235-8287 one hour in advance to request a deviation. The dispatcher will ask the driver if the deviation will work in the schedule. If the driver is on schedule the request is usually approved.

Deviation Cost (one way trip):

Seniors/disabled/Medicare	\$1.00
General Public	\$2.00

**Bags**

Assist: Passengers are limited to 6 grocery size bags with a weight limit of no more than 20lbs per item

The Link: Passengers are limited to 4 grocery size bags with a weight limit of no more than 20lbs per item.

**Complaints or Problems**

Concerns or complaints should be submitted to:

Casper Area Transit  
1715 East 4<sup>th</sup> Street  
Casper, WY 82601

**Denial of Service**

LINK and ASSIST reserve the right to refuse service to anyone. Inappropriate behavior, language or conduct toward any passenger or employee of Casper Area transit will not be tolerated and with ample warnings can result in loss of service.

LINK and ASSIST  
1715 E. 4<sup>th</sup> Street  
Casper, WY  
Phone (307) 235-8259  
Fax (307) 235-7567  
[www.casperareatransit.org](http://www.casperareatransit.org)

## Casper Area Transit

# Statement of Rights:

Casper Area Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or been subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended.

If you believe you have been subjected to discrimination, you may file a written complaint no later than 80 calendar days after the alleged discrimination with the Director of Casper Area Transit, 1715 East 4<sup>th</sup> Street Casper, WY 82601.

If you need assistance with a written complaint call (307)235-8259 during regular business hours Monday- Friday 8:00AM to 5:00PM.





## APPENDIX G - Other Title VI Program Documents

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1. A copy of the City Council resolution, meeting minutes, or similar as evidence that the City Council has approved the Title VI Program (page 43).
2. Evidence that a requirement to Notify Beneficiaries of Protection is prominently posted on the agency's website (page 44).
3. A copy of the established public participation program (page 45).
4. A copy of an equity analysis to determine site or location of facilities (page 46).
5. System and Facility Guidelines

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING THE CITY OF CASPER'S TITLE VI PROGRAM AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AND AUTHORIZED BY THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SEQ.

WHEREAS, the Department of Transportation requires every Federal Transit Administration Grantee to have an approved Title VI program; and,

WHEREAS, the City of Casper is a designated Recipient of Federal Transportation Assistance as defined by 49 U.S.C. § 5307(a)(2); and,

WHEREAS, the City of Casper desires to remain a Designated Recipient of the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is authorized to execute and file the Title VI Program on behalf of the City of Casper with the Federal Transit Administration authorized by 42 U.S.C. § 2000d et seq.

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

## Evidence of notification to beneficiaries on website.

Signed Title VI Program 2019.pdf x Casper Area Transit 2019.pdf x +

casperwy.gov/residents/roads\_and\_parking/metropolitan\_planning\_organization/casper\_area\_transit\_

Casper Area Transit program operates with 100% regard to race, color or national origin. We also strive to be non-discriminatory with regards to age, gender, or disability.

If you feel you have been discriminated against, please download a Title VI Discrimination Complaint Form or ADA Complaint form below or contact the City for a form at (307) 237-8287.

If you need assistance in completing this form, please contact the Title VI Officer at (307) 237-8287 or the ADA Coordinator at (307) 237-8287.

[Title VI Discrimination Complaint Form.pdf](#)  
[Title VI Complaint Process.pdf](#)

[ADA Complaint Form.pdf](#)  
[ADA Complaint Process.pdf](#)

**OTHER INFORMATION**

[Title VI Program 2019](#)

[Statement of Rights](#)  
[Statement of Rights Spanish](#)  
[Anti-Discrimination Statement](#)

The City of Casper is a designated recipient of Federal Transportation Assistance from the Department of Transportation. As a designated

Signed Title VI Program 2019.pdf x Statement of Rights.pdf x +

cdn5-hosted.civiclive.com/UserFiles/Servers/Server\_62983/File/Casper%20Area%20MPO/Statement%20of%20Rights.pdf

Statement of Rights.pdf

1 / 1 80% +



**Casper Area Transit**

**Statement of Rights:**

Casper Area Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or been subject to discrimination in the receipt of its services on the basis of race, color, national origin or any other characteristics protected by law including Title VI of the Civil Rights Act of 1964 as amended.

If you believe you have been subjected to discrimination, you may file a written complaint no later than 80 calendar days after the alleged discrimination with the Director of Casper Area Transit 1715 East 4<sup>th</sup> Street Casper, WY 82601.

If you need assistance with a written complaint call (307)237-4287 during regular business hours Monday- Friday 8:30AM to 5:00PM.

Type here to search

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The City of Casper's Public Participation Plan can be found on the City of Casper website by clicking [here](#). The URL is provided below.

<https://www.casperwy.gov/cms/One.aspx?portalId=63067&pageId=86082>



**CASPER AREA**  
METROPOLITAN PLANNING ORGANIZATION  
Casper • Mills • Evanston • Big Horn • Niobrara County

# QUICK GUIDE

**PUBLIC PARTICIPATION**

**FOR THE CASPER AREA MPO**



**2021**

# Equity Analysis (Construction Projects)

The City of Casper Transit Division has not engaged in any project requiring land acquisition and/or displacement of persons from their residences or businesses during this reporting period, nor has any plans to do so. As standard policy, the City integrates environmental justice analysis into any NEPA documentation required in connection with any construction projects. Those involving categorical exclusions are submitted to the FTA and include a section on community disruption and environmental justice. City policy and reporting integrates the following into environmental assessments or impact statements:

- Description of low-income and minority population within the area affected by the project, and description of the method used to identify the population;
- Discussion of adverse effects of the project during and after construction;
- Discussion of positive effects;
- Description of mitigation and environmental enhancement actions incorporated into the project to address any adverse effects of a construction project;
- Discussion of remaining effects and, if any, why further mitigation is not proposed;
- A comparison of mitigation and environmental enhancement actions that affect predominately low-income and minority areas with mitigation implemented in predominately low-income and minority areas.

## City of Casper Policy on Disparate Impact

The requirement for this policy comes from Federal Transit Administration (FTA) Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" which became effective October 1, 2012. The Circular requires any FTA recipient that operates 50 or more fixed route vehicles in peak service and serving a population of 200,000 or greater to evaluate any fare change and any major service change at the planning and programming stages to determine whether those changes have a discriminatory impact. Even though at this time the City of Casper does not meet the size criteria specified for this policy, the City is committed to ensuring that changes made to transit services do not have disparate impacts on any citizens or neighborhoods within the transit service area.

The purpose of this policy is to establish a threshold which identifies when adverse effects of a major service change or any fare change are borne disproportionately by minority populations.

A disparate impact occurs when the minority population adversely affected by a fare or service change is ten percent more than the average minority population of the transit service area.

Disparate impacts on routes with either span of service changes and/or frequency changes will be determined by analyzing all routes with such changes together. Disparate impacts on routes with segment elimination, re-routing, or route elimination will be determined on a route by route basis.

If the City finds a potential disparate impact, the City will take steps to avoid, minimize or mitigate impacts then reanalyze the modified service plan to determine whether the impacts were removed. If the City chooses not to alter the proposed changes, the agency may implement the service or fare change if there is substantial legitimate justification for the change AND the City can show that there are no alternatives that would have less of an impact on the minority population and would still accomplish the City's legitimate program goals.

# **Casper Area Transit (LINK / ASSIST) Service and Facility Guidelines**

## **Purpose of Transit Guidelines and Standards**

Many public transit agencies implement guidelines and standards to guide transit service development, design, and provision. Service design guidelines identify methods, procedures, and criteria for designing, evaluating, and adjusting the performance of fixed-route public transit services. They act as tools for maximizing the overall usefulness of the public transportation system for customers, ensuring consistency of the route structure, and providing consistent criteria for establishment of service levels.

Guidelines differ from standards in that guidelines tend to be more flexible in nature. A standard on the other hand is a firmer measure used as a basis for judgment or comparison.

## **Guiding Factors for Casper Area Transit (Transit) Service and Facility Development**

Transit's guidance for service and facility development comes from many sources including historical agency guidelines, published industry best practices, and application of professional knowledge and judgment. For the purposes of this discussion, service and facility guidelines standards are considered for those elements of Transit's system which are not already specifically guided by federal, state or local laws or regulations, which themselves may direct or define Transit's services.

Transit has at different points in time identified service guidelines to provide direction for tracking performance, evaluating service changes and identifying services not meeting the desired levels of performance as well as identifying design guidelines for facility development. Given the evolution of Transit's transit system and the ongoing evolution of best practices across the transit industry, some previously-identified guidelines are no longer relevant. Consequently, there is no one document that Transit points to as the basis for service and facility development decisions but rather decision-making rests upon a variety of sources. These sources include planner knowledge and experience, adaptations of previously identified guidelines, national research by industry experts such as the Transportation Research Board, and review of service and facility guidelines used by other agencies.

## **Examples of Service and Facility Guidelines**

There are certain guidelines that Transit uses regularly and which affect various aspects of Transit's service design, delivery and system management investments. Some guidelines suggest best practices for service design, methods of evaluating service quality or to identify thresholds at which service or facility investments should be made. For example:

- *Service Quality – Overloads:* A route is defined as overloaded when it is at or above 1.2 times seated capacity or at 1.1 times seated capacity with passengers standing for 20 minutes or longer
- *Service Quality – Schedule adherence:* A route is defined as on-time if it is less 5 minutes late and never arrives early. Transit targets to achieve an 85 percent on-time rate.
- *Service Design – Deviation:* Routings should only deviate from a more direct pathway where the number of riders boarding/alighting on deviation offsets the number of minutes lost for through riders.
- *Facility Investment – Threshold for installation of a shelter:* 20 or more riders per day in Casper, 15 or more outside of Casper.

### **Service Evaluation Guidelines**

Transit has established service evaluation guidelines for regular assessment of the performance of all routes. The evaluation process is intended to provide clear, consistent information about the performance of individual transit services to aid planners and decision-makers in developing service changes. The intent of the process was to identify very successful services as well as unsuccessful ones, utilize simple evaluation criteria to improve the consistency of use, and define performance thresholds that reflect unique performance aspects of different markets and types of service.

The service evaluation guidelines are applied in the annual Route Performance Report, which assesses service performance of all regular service. Performance assessment is based on comparison to other members of the same group of routes and routes are grouped by subarea and time period for similarity in operating conditions. Thresholds for “strong” and “below average” performance are determined for each subarea and time-period group, based on average route performance in each group.

The Route Performance report focuses on four measures: riders per revenue hour, fare revenue to operating expense ratio, passenger miles per revenue hour and passenger miles divided by platform miles.

### **Principles for Developing New Guidelines and Measures**

General principles identified as part of Transit’s service evaluation update process state that guidelines should:

- 1) Be simple to use and understand by a wide audience
- 2) Rely on criteria that are measurable and methods that are quantifiable to ensure consistent application over time
- 3) Require all services to meet minimum expectations at some point so that limited public resources can be responsibly and efficiently targeted
- 4) Clearly delineate actions stemming from both poor and strong performance
- 5) Provide more than one chance for a service to demonstrate performance but limit the amount of time a service has to perform before resources are reallocated (i.e. poor performers cannot continue forever)

## **Published Industry Research and Best Practices**

Published research is a valuable source of information and guidance, for both service design and facility design. Some of the specific documents used by Transit include:

- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 100: *Transit Capacity and Service Quality Manual*
- Transportation Research Board (TRB) Transit Cooperative Research Project (TCRP) Report 19: *Guidelines for the Location and Design of Bus Stops*
- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 95: Chapter 9: *Transit Scheduling and Frequency*
- Transportation Research Board (TRB) Transit Cooperative Research Program (TCRP) Report 95: Chapter 10: *Bus Routing and Coverage*.

## **Overview of Possible Factors Addressed By Guidelines**

Service and facility guidelines can play a role in helping an agency meet its goals and objectives by providing flexible performance targets. Therefore, it is important that an agency select guidelines that correspond with their performance goals and targets.

This section is designed to provide an overview of quality of service measures and guidelines included in the Transit Development Plan that was completed in 2021.

## **Land Use**

Land use affects the level and nature of travel demand, and therefore influences transit service levels. Where employment centers and high density development exist, there is a greater opportunity for a greater transit market, given that other attributes present in the area are transit supportive. On the national scale, a ten percent increase in population density has been shown to correspond with a five percent increase in transit boardings.

Transit serves a mix of areas including neighborhoods and commercial centers. Residential densities in neighborhoods in the City vary greatly and these differences offer unique challenges to transit service that affects decisions made about service frequency and service coverage. Land use and development patterns also affect accessibility to transit. To make transit service more attractive and to enhance service levels, areas served with transit service must also provide accessibility to pedestrians.

## **Access to Transit**

Access to a transit stop or transit center is a critical point in connecting citizens with transit service. Best practices suggest that a quarter mile is the farthest transit agencies should expect passengers to walk to buses. Transit attempts to locate bus stops so that customers walk no more than a quarter of a mile to access a bus stop. There are multiple components to transit accessibility that include not only walking distance, but factors such as street design and pedestrian pathways.

Street designs, pedestrian crossings, weather and topography also affect pedestrian accessibility and willingness to walk. When streets are designed to provide more direct access



for pedestrians to transit routes and neighborhood amenities, this may encourage more people to travel via alternative modes. Wide and busy streets can discourage pedestrian travel, so the provision of signalized crossings in such areas makes pedestrian travel friendlier. The difficulty pedestrians have crossing the street can be expressed by the amount of delay they experience when crossing the street. Pedestrians become impatient when their wait exceeds 30 seconds and display risk-taking behaviors such as jay-walking or running across the street. For transit providers, locating transit stops where there are designated pedestrian crossings and adequate pedestrian amenities can help encourage further use of the transit system.

### **Service Quality Factors**

Aside from factors that affect actual service provision, there are additional components of service that impact service quality and ultimately, transit system performance. These areas including service frequency, on-time performance and travel time can serve as both performance measurements and service guideline areas for transit agencies to consider.

### **Service Frequency**

Service frequency is important to attracting more transit riders. Service frequency determines how often a user can access the transit mode available, provided it is during the time and destined for the place the user wishes to travel. With more frequent service, transit users have more flexibility in selecting travel times and shorter waits when a bus is missed or the schedule is unknown. Increased service frequencies can make transit a more attractive form of travel. Many transit agencies have implemented policy headways, which specify the frequency in minutes that a type of transit service operates. Policy headways are considered a guideline that provides a minimum requirement for different types of service including express, local and commuter services.

### **On-Time Performance**

On-time performance is the commonly used measure for service reliability, which is tied to service frequency. If the service is scheduled for arrival every 20 minutes, but arrives late, it impacts both the frequency and reliability of the service. Transit employs on-time performance as a measure to manage transit route performance. The Transit Development Plan identifies “on-time” as a vehicle being 0 to 5 minutes late, with early departures not considered to be on-time. Transit vehicles running early can be a significant contributor to low on-time performance. On-time performance is particularly valuable to measure vehicles with less frequent service while headway adherence may be a better measure to determine reliability on transit service operating at headways of 15 minutes or less. Headways are an important guideline in service reliability because vehicles that do not adhere to headways can cause longer wait times for passengers and a stacking of transit vehicles, leading to a decline in the efficiency of the service.

### **Travel Times**

Travel times for commuters are also a consideration in thinking about service guidelines. Total trip time for transit users includes travel time to the transit stop, wait time for the transit

vehicle, on-board travel time and any additional transfer or walking time to their final destination. Passengers perceive travel times differently during portions of their trip. Travelers tend to value waiting and walking time to transit higher than in-vehicle time. Transfers further impose a perceived cost on riders. From the perception of a transit user, transfer wait time costs tend to be greatest during the first few minutes and decline as waiting duration increases. When passengers have to transfer, it is estimated that the penalty is 5-15 minutes of in-vehicle time. There are means to reduce perceived travel times through increased comfort, improvements in walking conditions, reduced waiting times and increases in speed and reliability of a service.

### **Passenger Loads**

Transit can become less attractive for passengers when they encounter crowded vehicles. Crowded transit vehicles can deter users while also slowing down transit operations. The degree of passenger crowding, can be measured by load factor. Transit regularly monitors the load factor on route trips through available data and with a load factor of 1.0, meaning that there are an equal number of seats and passengers on that trip at its maximum load point. Passenger loads and service frequencies interact, with higher boarding volumes and higher frequency, passengers can be assured that their waiting time will be minimal for the next bus.

### **Use of Guidelines**

- **Tie Between Guidelines and Performance Measures** - Many agencies develop guidelines to help guide and evaluate service. There tends to be a close linkage between service standards or guidelines, and agency performance measures.
- **Guidelines as One Component of an Evaluation System** – Established guidelines are one component of an evaluation system which sets expectations for route or system performance, they are not used in isolation to discontinue poorly performing routes. Services that consistently perform poorly are subject to monitoring, review and possible action to modify or improve it. Poor performing services will be put on probation and evaluated on a continual basis. If efficiency becomes even more urgent in the context of global warming and rising operating costs, Transit may need to consider applying the route performance thresholds and other service evaluation in a more aggressive manner.

### **Issues for Discussion**

Many transit agencies have developed guidelines to help track and evaluate performance. Published guidelines or standards can help provide a basis for planners to make difficult decisions when balancing service quality with efficiency. Identified guidelines can assist policymakers and stakeholders in judging whether an agency's actions are consistent and based on established criteria. They can also help ensure consistency across service, service types and facilities. As Transit's system evolves due to initiatives and fluctuations in the transit market there may be value in updating guidelines to better reflect and guide Transit's service and facility development. In addition, it may be important to establish guidelines to help respond to

the emerging issues of climate change, fuel shortages, and increasing demand for transit which suggest that new, innovative approaches to service delivery may be needed to meet demand.

RESOLUTION NO. 22-114

A RESOLUTION APPROVING THE CITY OF CASPER'S TITLE VI PROGRAM AS REQUIRED BY THE DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE AND AUTHORIZED BY THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. § 2000D ET SEQ.

WHEREAS, the Department of Transportation requires every Federal Transit Administration Grantee to have an approved Title VI program; and,

WHEREAS, the City of Casper is a designated Recipient of Federal Transportation Assistance as defined by 49 U.S.C. § 5307(a)(2); and,

WHEREAS, the City of Casper desires to remain a Designated Recipient of the Federal Transit Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is authorized to execute and file the Title VI Program on behalf of the City of Casper with the Federal Transit Administration authorized by 42 U.S.C. § 2000d et seq.

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

June 13, 2022

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Jolene Martinez, Assistant to the City Manager  
**SUBJECT:** Accepting a Grant from the North Platte River Foundation, in the amount of \$66,680, for Environmental Monitoring Required by Permits from WDEQ and USACE for First Street Reach River Restoration Construction.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, accept a grant from the North Platte River Foundation, in the amount of \$66,680, to be used to fund environmental monitoring required by permits from WDEQ and USACE for First Street Reach River Restoration Construction.

**Summary**

Staff was notified on June 13, 2022 of the decision from the North Platte River Foundation to fund a grant request for environmental monitoring required by permits from Wyoming Department of Environmental Quality (WDEQ) and U.S. Army Corps of Engineers (USACE) for First Street Reach River Restoration Construction had been approved.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. The total cost estimate for riverbank and in-river construction in the seven identified priority areas of the river through Casper is estimated at over \$30 million.

The Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities.

**Financial Considerations**

No match is required for this grant, which will cover 100% of the monitoring contract costs.

**Oversight/Project Responsibility**

Scott Baxter, Associate Engineer  
Jolene Martinez, Assistant to the City Manager

**Attachments**

Resolution

## Grant Agreement

The City of Casper herein referred to as Grantee, hereby agrees to the following grant conditions:

1. Grantee shall use the funds only for the designated purpose as describe in the grant application and referenced in the grant agreement and award notification. Grantee must seek approval from the North Platte River Foundation, hereinafter referred to as NPRF, to spend funds on items not listed in the grant application.
2. Grantee shall send invoices and receipts with requests for reimbursement.
3. Grantee shall maintain books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended.
4. Grantee shall maintain such files and records for a period of at least three (3) years after completion or termination of the project.
5. Grantee shall permit the NPRF, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant.
6. Grantee shall return to the NPRF any unexpended funds or any portion of the grant which is not used for the purposes specified.
7. Grantee shall report to the NPRF no less than annually regarding the status of the project. Submission of the closeout report is required within 5.5 years of the date of this award letter. The closeout report shall include an expenditure statement that accounts for how all funds were used.
8. 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.

I have read this agreement and agree to the conditions therein. By signing below, I am indicating our acceptance of a grant from the North Platte River Foundation for \$66,680.

**Other Special Conditions:**

**Please note reporting requirements for this grant as indicated below.**

1. Annual status report due 12/31/2022
2. Annual status report due 12/31/2023
3. Annual status report due 12/31/2024
4. Annual status report due 12/31/2025
5. Annual status report due 12/31/2026
6. Closeout report due 12/31/2027

I have read this letter and agree to the conditions therein. By signing below, I am indicating our acceptance of a grant from the North Platte River Foundation for \$66,680

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. 22-115

A RESOLUTION AUTHORIZING ACCEPTANCE OF A  
GRANT FROM THE NORTH PLATTE RIVER FOUNDATION

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,


WHEREAS, the City of Casper has been approved for a grant from the North Platte River Foundation in the amount of Sixty-six Thousand Six Hundred Eighty Dollars (\$66,680); and,

WHEREAS, the City of Casper desires to accept the grant funds from the North Platte River Foundation to fund environmental monitoring for the First Street Reach of the restoration construction as required by a United States Army Corps of Engineers 401/404 permit and a Wyoming Department of Environmental Quality permit to construct.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Grant Agreement between the North Platte River Foundation in the amount of Sixty-six Thousand Six Hundred Eighty Dollars (\$66,680).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


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




CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor



June 3, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jill Johnson, Financial Services Director   
Brandy Coyle, Accounts Receivable Supervisor   
Dawn Thompson, Financial Services Technician 

SUBJECT: Authorize the discharge of \$276,178.21 uncollectible accounts receivable balances due to collection efforts being exhausted, death, or bankruptcy.

Meeting Type & Date

Regular Council Meeting  
June 21, 2022

Action type

Minute action

Recommendation

That Council, by Minute Action, authorizes the discharge of \$276,178.21 of uncollectible accounts receivable balances.

Summary

Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. The accompanying list meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy.

Staff is always cautious to release any debt as uncollectible. Unpaid debts are referred to a private collection agency. After five years of the collection efforts, these debts have not been collected and it has become exceedingly unlikely that additional effort will result in any additional payments. The future write-off amounts will not be this large, as this list represents a two-year period due to the software conversion taking precedence.

Financial Considerations

The City discharge this two-year collective of uncollectible accounts receivable. No future collection of these amounts will be pursued.

The City will be discharging a total of \$184,553.93 in utility billing and \$91,624.28 in general billing, giving a grand total of \$276,178.21 as shown on the attached spreadsheet.

Oversight/Project Responsibility

Brandy Coyle, Accounts Receivable Supervisor  
Dawn Thompson, Financial Services Technician

Attachments

City of Casper Uncollectible Accounts Receivable Discharge Listing – Up through 6/30/2017.



**UNCOLLECTIBLE ACCOUNTS RECEIVABLE DISCHARGE**

As of June 30, 2017

Includes more recent estate liquidations and bankruptcies.

Account Holder	Amount	Reason
ABERNATHY, KAYLA	\$166.46	Collection Efforts Exhausted
ACOSTA, GABRIEL	\$171.33	Collection Efforts Exhausted
ADKINSON, JESSICA	\$66.57	Collection Efforts Exhausted
AGUILAR, EVERETT	\$115.37	Collection Efforts Exhausted
AGUIRRE, MICHELLE	\$197.62	Collection Efforts Exhausted
AHL, ANTHONY	\$64.38	Collection Efforts Exhausted
ALLEN, JOHN T	\$68.31	Collection Efforts Exhausted
ALLGOOD, CHRIS	\$185.58	Collection Efforts Exhausted
ALLGOOD, CHRISTA	\$52.38	Collection Efforts Exhausted
ALTAMIRANO, JENELLE	\$9.07	Collection Efforts Exhausted
ALTISOURCE SINGLE FAMILY	\$18.36	Collection Efforts Exhausted
AMANDA BOYER	\$25.00	Collection Efforts Exhausted
AMERICAN EAGLE CLEANING INC	\$30.00	Collection Efforts Exhausted
AMICK, RANDY	\$263.34	Collection Efforts Exhausted
AMSDEN, ANTHONY	\$198.16	Collection Efforts Exhausted
ANDERSON, JONATHAN	\$57.58	Collection Efforts Exhausted
ANDERSON, RANDY	\$296.75	Collection Efforts Exhausted
ANDREEN, WARREN	\$147.15	Collection Efforts Exhausted
ARCHER, LUCY	\$77.97	Collection Efforts Exhausted
ARIAS, GUADALUPE A	\$27.96	Collection Efforts Exhausted
ARNOLD, ALEX	\$14.08	Collection Efforts Exhausted
ARNOLD, FRED G.	\$201.54	Collection Efforts Exhausted
ARTETA, CLINT	\$260.55	Collection Efforts Exhausted
ASBURY, TYLER E	\$66.32	Collection Efforts Exhausted
ASHLEY, SAMANTHA	\$18.29	Collection Efforts Exhausted
ASHLEY, THOMAS	\$545.53	Collection Efforts Exhausted
ASPEN ENERGY SERVICE	\$448.00	Collection Efforts Exhausted
ATKINS, RYAN	\$240.97	Collection Efforts Exhausted
ATKINSON, JACKIE	\$198.04	Collection Efforts Exhausted
AUSTIN, KEITH	\$25.15	Collection Efforts Exhausted
AUTUMN WILLIAMS ET AL	\$34.68	Collection Efforts Exhausted
BAILEY, JEFF	\$153.02	Collection Efforts Exhausted
BARELLE, ANDREA	\$82.20	Collection Efforts Exhausted

BARNES, LUANN	\$255.24	Collection Efforts Exhausted
BARNES, SHELBY	\$11.42	Collection Efforts Exhausted
BARNES, SHELBY	\$174.60	Collection Efforts Exhausted
BARRIOS, CHRISTIAN	\$67.06	Collection Efforts Exhausted
BAUDERS, STEPHANIE	\$287.26	Collection Efforts Exhausted
BAUER, CHAD	\$206.18	Collection Efforts Exhausted
BAUER, IRENE	\$69.81	Collection Efforts Exhausted
BAUER, KRISTIE	\$76.47	Collection Efforts Exhausted
BEACH, HAYDEN	\$40.07	Collection Efforts Exhausted
BEACH, PHILLIP	\$60.61	Collection Efforts Exhausted
BEAL, BLUE	\$123.40	Collection Efforts Exhausted
BEALS,JOE	\$111.13	Collection Efforts Exhausted
BEAVERS, MICHAEL	\$24.28	Collection Efforts Exhausted
BELANGER, JERRY	\$170.93	Collection Efforts Exhausted
BELCHER, ANNA	\$33.68	Collection Efforts Exhausted
BENTON,CHRIS	\$94.72	Collection Efforts Exhausted
BERG, VANESSA	\$239.35	Collection Efforts Exhausted
BEVER, DOUG	\$27.43	Collection Efforts Exhausted
BEYOND VINTAGE	\$209.32	Collection Efforts Exhausted
BICKLING, CHERYL L .	\$0.30	Collection Efforts Exhausted
BIGHORN TRANSPORT INC	\$350.98	Collection Efforts Exhausted
BILEK, ADAM	\$132.45	Collection Efforts Exhausted
BISHOP, DON	\$236.16	Collection Efforts Exhausted
BISHOP, LEONARD	\$97.76	Collection Efforts Exhausted
BLACK, CHARLES	\$374.89	Collection Efforts Exhausted
BLACKWELL II, WILLIAM	\$91.38	Collection Efforts Exhausted
BLAKELY, LAUREN	\$79.11	Collection Efforts Exhausted
BLEDSOE, MELANIE	\$257.54	Collection Efforts Exhausted
BLOOM, THOMAS	\$173.17	Collection Efforts Exhausted
BOLTON, MALORY	\$342.01	Collection Efforts Exhausted
BONJOUR, KRYSSTEEN	\$27.10	Collection Efforts Exhausted
BONNIE JEANNE MEER TRUST	\$67.85	Collection Efforts Exhausted
BOSTWICK, RICHARD H.	\$18.43	Collection Efforts Exhausted
BOTTICELLI	\$250.95	Collection Efforts Exhausted
BOURDEAU, PARKER	\$173.54	Collection Efforts Exhausted
BOWER, JANA	\$102.38	Collection Efforts Exhausted
BOWMAN, DIANA	\$24.78	Collection Efforts Exhausted
BOX, PIPER	\$5.04	Collection Efforts Exhausted
BRACKETT, MICHELLE	\$73.06	Collection Efforts Exhausted
BRAFFORD, RODNEY	\$146.78	Collection Efforts Exhausted
BRAMBLETT, BRIAN	\$108.85	Collection Efforts Exhausted
BRANSCON, JACKIE	\$65.55	Collection Efforts Exhausted
BRANSTERGTER, GARRETT	\$150.98	Collection Efforts Exhausted
BRASIEL, MIKE	\$566.70	Collection Efforts Exhausted
BRAUDERGER, JESSICA	\$303.98	Collection Efforts Exhausted
BRENING, MELISSA	\$116.89	Collection Efforts Exhausted
BRIDGES, BRYAN	\$322.68	Collection Efforts Exhausted

BRIDGES, BRYAN	\$311.74	Collection Efforts Exhausted
BRIEDEN, DEBBIE	\$80.51	Collection Efforts Exhausted
BRINGAS, FERNANDO	\$159.89	Collection Efforts Exhausted
BROOKE STEBBINS	\$245.55	Collection Efforts Exhausted
BROOKE STEBBINS	\$3.68	Collection Efforts Exhausted
BROWER, JAKE	\$261.95	Collection Efforts Exhausted
BROWN, ALICIA	\$157.79	Collection Efforts Exhausted
BROWN, DELIGHT	\$396.26	Collection Efforts Exhausted
BROWN, DILLON	\$210.95	Collection Efforts Exhausted
BROWN, HEATHER	\$89.06	Collection Efforts Exhausted
BROWN, JASON	\$156.39	Collection Efforts Exhausted
BROWN, MARCUS	\$69.00	Collection Efforts Exhausted
BROWN, MARSHA	\$50.36	Collection Efforts Exhausted
BROWN, NICHOLE	\$143.36	Collection Efforts Exhausted
BROWN, THOMAS H.	\$13.56	Collection Efforts Exhausted
BRUMMOND, JAMES	\$87.86	Collection Efforts Exhausted
BRUNOW, RORY	\$19.22	Collection Efforts Exhausted
BRYAN, NATALIE	\$267.34	Collection Efforts Exhausted
BRYANT, SAMUEL	\$396.50	Collection Efforts Exhausted
BUCKALLEW, ROBERT	\$60.85	Collection Efforts Exhausted
BUNNEY, JUSTIN	\$452.15	Collection Efforts Exhausted
BURCH, TERRY	\$7.45	Collection Efforts Exhausted
BURKE, KEN	\$180.41	Collection Efforts Exhausted
BUSARI, BETTY	\$2.58	Collection Efforts Exhausted
BYROADS, NICHOLE	\$133.69	Collection Efforts Exhausted
C/O MEAGAN ZAVALA	\$122.42	Collection Efforts Exhausted
C/O REALTY EXECUTIVES	\$259.72	Collection Efforts Exhausted
CADWALLADER, ARTHUR H	\$258.58	Collection Efforts Exhausted
CADWALLADER, DONNA	\$95.34	Collection Efforts Exhausted
CAIN, PARIS	\$141.06	Collection Efforts Exhausted
CAMERON'S MEASUREMENT SYS	\$56.10	Collection Efforts Exhausted
CAMPBELL, BRANDY	\$36.21	Collection Efforts Exhausted
CAMPBELL, JODY	\$80.79	Collection Efforts Exhausted
CANDELARIO, CHELSEY	\$28.82	Collection Efforts Exhausted
CANTRELL, DOUG	\$194.42	Collection Efforts Exhausted
CARDEN, JOYCE	\$129.42	Collection Efforts Exhausted
CARDENAS, JASON	\$4.84	Collection Efforts Exhausted
CARNLINE, DESIRAE	\$648.98	Collection Efforts Exhausted
CARNO, RIO	\$532.86	Collection Efforts Exhausted
CARPENTER, JANA	\$231.36	Collection Efforts Exhausted
CARPENTER, JANA	\$180.98	Collection Efforts Exhausted
CARRICO, DAVID	\$30.26	Collection Efforts Exhausted
CARSON, ASHLEY	\$280.59	Collection Efforts Exhausted
CARSON, SUSAN	\$136.84	Collection Efforts Exhausted
CARTER, MELODY	\$161.25	Collection Efforts Exhausted
CARUBIE, TOM	\$306.86	Collection Efforts Exhausted
CASILLAS, TRINA	\$91.54	Collection Efforts Exhausted

CASPER RAMADA PLAZA	\$1,524.14	Collection Efforts Exhausted
CASTEEL, JAMES	\$175.58	Collection Efforts Exhausted
CATON, MICHAEL	\$31.62	Collection Efforts Exhausted
CAULFIELD, SHAD	\$190.90	Collection Efforts Exhausted
CELLMER, JAREL	\$26.93	Collection Efforts Exhausted
CESIAS MAXINE	\$137.97	Collection Efforts Exhausted
CHALLANDER, MICHAEL	\$334.13	Collection Efforts Exhausted
CHAMPLIN, JERAD	\$65.20	Collection Efforts Exhausted
CHAPUT, DAVID	\$24.77	Collection Efforts Exhausted
CHARLES MARSCHALL	\$60.00	Collection Efforts Exhausted
CHASE, ROBERT	\$258.67	Collection Efforts Exhausted
CHAVEZ, DONAE	\$165.69	Collection Efforts Exhausted
CHAVEZ, JONATHAN	\$939.62	Collection Efforts Exhausted
CHAVEZ, LEA	\$110.66	Collection Efforts Exhausted
CHAVEZ, YVONNE	\$85.84	Collection Efforts Exhausted
CHESNUT, MELANIE	\$69.23	Collection Efforts Exhausted
CHIDESTER, PAULA	\$94.10	Collection Efforts Exhausted
CHRISS, DAVID	\$337.01	Collection Efforts Exhausted
CHRISTENSEN, AARON	\$16.33	Collection Efforts Exhausted
CHRISTOPHER LEE	\$135.24	Collection Efforts Exhausted
CHRISTOPHER LEE	\$2.03	Collection Efforts Exhausted
CISNEROS, RENEIL E.	\$207.39	Collection Efforts Exhausted
CITY FINANCIAL SERVICING LLC	\$189.00	Collection Efforts Exhausted
CITY FINANCIAL SERVICING LLC	\$2.84	Collection Efforts Exhausted
CLARK JR., KENNETH	\$347.88	Collection Efforts Exhausted
CLARK, KYLE	\$28.93	Collection Efforts Exhausted
CLARK, LORI	\$49.56	Collection Efforts Exhausted
CLARK, RUSSELL	\$16.43	Collection Efforts Exhausted
CLIFTON, KENNETH	\$314.94	Collection Efforts Exhausted
CLOUSE, CLAYTON	\$29.26	Collection Efforts Exhausted
CLYMER, LISA	\$56.60	Collection Efforts Exhausted
COATES, JAMES	\$16.38	Collection Efforts Exhausted
COBB, CHRISTINA	\$60.40	Collection Efforts Exhausted
COGDILL, CHAD	\$310.71	Collection Efforts Exhausted
COLDWELL BANKER-STRAYER	\$51.86	Collection Efforts Exhausted
COLE, TODD M	\$285.19	Collection Efforts Exhausted
COLLINS, ROBERT	\$98.29	Collection Efforts Exhausted
COLSON, CAM	\$31.68	Collection Efforts Exhausted
COMER, HAZEL	\$20.73	Collection Efforts Exhausted
COMPUTER ASSOCIATES	\$25.00	Collection Efforts Exhausted
CONDELARIO, DAWN	\$270.97	Collection Efforts Exhausted
CONDELARIO, SHAWN	\$60.66	Collection Efforts Exhausted
CONNER, AMBER	\$110.42	Collection Efforts Exhausted
COOK, VALERIE	\$137.76	Collection Efforts Exhausted
COOL, TABITHA	\$194.89	Collection Efforts Exhausted
COPELEND, KODY	\$81.34	Collection Efforts Exhausted
COPEN, JAMES D.	\$123.33	Collection Efforts Exhausted

CORNETT, MICHAEL	\$138.01	Collection Efforts Exhausted
CORREA, SOPHIA	\$310.60	Collection Efforts Exhausted
CORRIGAN, ED	\$23,616.69	Estate Liquidation
CORRIGAN, ED	\$13,218.24	Estate Liquidation
CORRIGAN, ED	\$9,702.63	Estate Liquidation
CORRIGAN, ED	\$2,529.78	Estate Liquidation
CORRIGAN, ED	\$1,264.89	Estate Liquidation
CORRIGAN, ED	\$1,110.71	Estate Liquidation
CORRIGAN, ED	\$428.40	Estate Liquidation
CORRIGAN, ED	\$385.35	Estate Liquidation
CORRIGAN, ED	\$365.05	Estate Liquidation
CORRIGAN, ED	\$359.45	Estate Liquidation
CORRIGAN, ED	\$355.25	Estate Liquidation
CORRIGAN, ED	\$350.35	Estate Liquidation
CORRIGAN, ED	\$349.30	Estate Liquidation
CORRIGAN, ED	\$348.25	Estate Liquidation
CORRIGAN, ED	\$344.05	Estate Liquidation
CORRIGAN, ED	\$343.70	Estate Liquidation
CORRIGAN, ED	\$337.05	Estate Liquidation
CORRIGAN, ED	\$322.35	Estate Liquidation
CORRIGAN, ED	\$321.65	Estate Liquidation
CORRIGAN, ED	\$315.35	Estate Liquidation
CORRIGAN, ED	\$307.30	Estate Liquidation
CORRIGAN, ED	\$303.45	Estate Liquidation
CORRIGAN, ED	\$298.90	Estate Liquidation
CORRIGAN, ED	\$291.20	Estate Liquidation
CORRIGAN, ED	\$289.45	Estate Liquidation
CORRIGAN, ED	\$278.25	Estate Liquidation
CORRIGAN, ED	\$275.80	Estate Liquidation
CORRIGAN, ED	\$262.15	Estate Liquidation
CORRIGAN, ED	\$262.15	Estate Liquidation
CORRIGAN, ED	\$261.45	Estate Liquidation
CORRIGAN, ED	\$256.90	Estate Liquidation
CORRIGAN, ED	\$256.90	Estate Liquidation
CORRIGAN, ED	\$242.90	Estate Liquidation
CORRIGAN, ED	\$241.50	Estate Liquidation
CORRIGAN, ED	\$236.95	Estate Liquidation
CORRIGAN, ED	\$231.35	Estate Liquidation
CORRIGAN, ED	\$231.00	Estate Liquidation
CORRIGAN, ED	\$229.60	Estate Liquidation
CORRIGAN, ED	\$225.40	Estate Liquidation
CORRIGAN, ED	\$220.50	Estate Liquidation
CORRIGAN, ED	\$219.10	Estate Liquidation
CORRIGAN, ED	\$218.75	Estate Liquidation
CORRIGAN, ED	\$200.00	Estate Liquidation
CORRIGAN, ED	\$198.10	Estate Liquidation
CORRIGAN, ED	\$190.75	Estate Liquidation

CORRIGAN, ED	\$163.80	Estate Liquidation
CORRIGAN, ED	\$152.60	Estate Liquidation
CORRIGAN, ED	\$126.35	Estate Liquidation
CORRIGAN, ED	\$122.50	Estate Liquidation
CORRIGAN, ED	\$114.10	Estate Liquidation
CORRIGAN, ED	\$110.25	Estate Liquidation
CORRIGAN, ED	\$103.25	Estate Liquidation
CORRIGAN, ED	\$102.20	Estate Liquidation
CORRIGAN, ED	\$94.50	Estate Liquidation
CORRIGAN, ED	\$91.00	Estate Liquidation
CORRIGAN, ED	\$87.50	Estate Liquidation
CORRIGAN, ED	\$87.15	Estate Liquidation
CORRIGAN, ED	\$84.70	Estate Liquidation
CORRIGAN, ED	\$82.95	Estate Liquidation
CORRIGAN, ED	\$81.20	Estate Liquidation
CORRIGAN, ED	\$71.74	Estate Liquidation
CORRIGAN, ED	\$67.20	Estate Liquidation
CORRIGAN, ED	\$66.50	Estate Liquidation
CORRIGAN, ED	\$65.10	Estate Liquidation
CORRIGAN, ED	\$63.00	Estate Liquidation
CORRIGAN, ED	\$61.95	Estate Liquidation
CORRIGAN, ED	\$61.95	Estate Liquidation
CORRIGAN, ED	\$60.90	Estate Liquidation
CORRIGAN, ED	\$59.15	Estate Liquidation
CORRIGAN, ED	\$56.00	Estate Liquidation
CORRIGAN, ED	\$55.65	Estate Liquidation
CORRIGAN, ED	\$53.55	Estate Liquidation
CORRIGAN, ED	\$51.10	Estate Liquidation
CORRIGAN, ED	\$50.00	Estate Liquidation
CORRIGAN, ED	\$48.65	Estate Liquidation
CORRIGAN, ED	\$48.30	Estate Liquidation
CORRIGAN, ED	\$47.25	Estate Liquidation
CORRIGAN, ED	\$46.20	Estate Liquidation
CORRIGAN, ED	\$44.80	Estate Liquidation
CORRIGAN, ED	\$44.80	Estate Liquidation
CORRIGAN, ED	\$44.10	Estate Liquidation
CORRIGAN, ED	\$43.40	Estate Liquidation
CORRIGAN, ED	\$37.80	Estate Liquidation
CORRIGAN, ED	\$37.45	Estate Liquidation
CORRIGAN, ED	\$36.05	Estate Liquidation
CORRIGAN, ED	\$36.05	Estate Liquidation
CORRIGAN, ED	\$35.35	Estate Liquidation
CORRIGAN, ED	\$33.95	Estate Liquidation
CORRIGAN, ED	\$30.00	Estate Liquidation
CORRIGAN, ED	\$28.35	Estate Liquidation
CORRIGAN, ED	\$27.30	Estate Liquidation
CORRIGAN, ED	\$26.60	Estate Liquidation

CORRIGAN, ED	\$25.55	Estate Liquidation
CORRIGAN, ED	\$25.55	Estate Liquidation
CORRIGAN, ED	\$23.80	Estate Liquidation
CORRIGAN, ED	\$23.80	Estate Liquidation
CORRIGAN, ED	\$23.80	Estate Liquidation
CORRIGAN, ED	\$23.10	Estate Liquidation
CORRIGAN, ED	\$22.40	Estate Liquidation
CORRIGAN, ED	\$21.70	Estate Liquidation
CORRIGAN, ED	\$21.00	Estate Liquidation
CORRIGAN, ED	\$19.60	Estate Liquidation
CORRIGAN, ED	\$19.25	Estate Liquidation
CORRIGAN, ED	\$16.45	Estate Liquidation
CORRIGAN, ED	\$14.35	Estate Liquidation
CORRIGAN, ED	\$12.60	Estate Liquidation
CORRIGAN, ED	\$10.15	Estate Liquidation
CORRIGAN, ED	\$9.00	Estate Liquidation
CORRIGAN, ED	\$6.00	Estate Liquidation
CORRIGAN, ED	\$6.00	Estate Liquidation
COTTRELL, RYAN	\$7.93	Collection Efforts Exhausted
COURTEAUX, JOSEPH	\$1.60	Collection Efforts Exhausted
COUSINEAU, JEREMIAH	\$93.56	Collection Efforts Exhausted
COX, RACHEL	\$47.52	Collection Efforts Exhausted
COX, RACHEL	\$128.76	Collection Efforts Exhausted
CRANMORE, BIRDIE	\$34.77	Collection Efforts Exhausted
CROW, TIMOTHY	\$124.60	Collection Efforts Exhausted
CROWLEY, JASMINE	\$69.60	Collection Efforts Exhausted
CRUSE, JAMES	\$87.61	Collection Efforts Exhausted
CULVER, SHERAL	\$154.53	Collection Efforts Exhausted
CUMMINGS, KEVIN	\$139.18	Collection Efforts Exhausted
CUMMINGS, SIERRA	\$154.13	Collection Efforts Exhausted
CUMPTON, JESSICA	\$51.10	Collection Efforts Exhausted
CURRY, JODY	\$21.05	Collection Efforts Exhausted
CUSTER, JAYCOB	\$47.62	Collection Efforts Exhausted
CUSTER, MARTHA	\$670.81	Collection Efforts Exhausted
CUTRIS, HOLLEY	\$352.24	Collection Efforts Exhausted
DANDOY, SARA JO	\$145.30	Collection Efforts Exhausted
DANGEL, ROBERT	\$28.02	Collection Efforts Exhausted
DANIELS, HAWKINS	\$138.72	Collection Efforts Exhausted
DANIELS, NICOLE	\$1,139.98	Collection Efforts Exhausted
DANIELS, ORVILLE	\$122.98	Collection Efforts Exhausted
DARLENE DURAN	\$4,500.00	Collection Efforts Exhausted
DARLENE DURAN	\$67.50	Collection Efforts Exhausted
DATTOLI, JOHN	\$144.44	Collection Efforts Exhausted
DAVID GOUGH	\$60.00	Collection Efforts Exhausted
DAVILA, YANNIO	\$82.71	Collection Efforts Exhausted
DAVIS, ESTHER	\$12.31	Collection Efforts Exhausted
DAVIS, KATIE	\$116.66	Collection Efforts Exhausted



DAVIS, MELISSA	\$41.64	Collection Efforts Exhausted
DAY, MANDY	\$520.34	Collection Efforts Exhausted
DAY, RYAN	\$83.33	Collection Efforts Exhausted
DAY, WILLIAM	\$338.22	Collection Efforts Exhausted
DAY, WILLIAM	\$142.05	Collection Efforts Exhausted
DEBYAH, BRANDON	\$222.87	Collection Efforts Exhausted
DEES, KELLEY	\$83.24	Collection Efforts Exhausted
DEISS, JEFF	\$71.86	Collection Efforts Exhausted
DENNIS, BRANDI	\$377.69	Collection Efforts Exhausted
DESORMEAUX, MILLETTE	\$82.18	Collection Efforts Exhausted
DEVALA, ASHLEY	\$73.57	Collection Efforts Exhausted
DI SALVO, JEFF	\$27.62	Collection Efforts Exhausted
DIAZ, URIEL	\$14.93	Collection Efforts Exhausted
DICKEN, JESSICA	\$167.44	Collection Efforts Exhausted
DICKINSON, MAX	\$95.75	Collection Efforts Exhausted
DIETZ, KEVIN	\$1,094.51	Collection Efforts Exhausted
DIMAS, EARL	\$389.96	Collection Efforts Exhausted
DIXON, PAM	\$21.31	Collection Efforts Exhausted
DIXON, TED	\$65.95	Collection Efforts Exhausted
DOANE, RICHARD	\$25.42	Collection Efforts Exhausted
DOCKTER, CHRISTINE	\$110.41	Collection Efforts Exhausted
DOLAN, JENNIFER	\$40.09	Collection Efforts Exhausted
DONER, BRETT	\$271.15	Collection Efforts Exhausted
DORF, TIFFANY	\$40.99	Collection Efforts Exhausted
DOSSETT, MELISSA	\$269.44	Collection Efforts Exhausted
DOVE, CHRIS	\$114.82	Collection Efforts Exhausted
DRAPER, STEPHANIE	\$840.12	Collection Efforts Exhausted
DRESSLER, KURT	\$73.23	Collection Efforts Exhausted
DRYDEN, LANCE	\$21.93	Collection Efforts Exhausted
DUGGER, STEPHANIE	\$104.87	Collection Efforts Exhausted
DULL-KESSELHON, PAULINE	\$46.16	Collection Efforts Exhausted
DUNCAN, KRISSIE	\$21.62	Collection Efforts Exhausted
DUNHAM, KARA	\$87.36	Collection Efforts Exhausted
DYBAS, BILLY SUE	\$178.73	Collection Efforts Exhausted
DYER, HANNAH	\$47.44	Collection Efforts Exhausted
EARL DIMAS	\$149.50	Collection Efforts Exhausted
EARL DIMAS	\$2.24	Collection Efforts Exhausted
EARLS, HARLEY	\$177.74	Collection Efforts Exhausted
EASTMAN, WILLIAM	\$102.95	Collection Efforts Exhausted
EATON, KORY	\$9.58	Collection Efforts Exhausted
EDDY, BERNADETTE	\$7.70	Collection Efforts Exhausted
EDWARDS, JEROM	\$236.47	Collection Efforts Exhausted
EFIMOFF, ALEX	\$150.64	Collection Efforts Exhausted
EGAN, JOSHUA	\$233.80	Collection Efforts Exhausted
ELETE REALTY LLC	\$40.05	Collection Efforts Exhausted
ELIOT, M. J.	\$226.44	Collection Efforts Exhausted
ELIZABETH M JONES	\$25.00	Collection Efforts Exhausted

ELIZONDO, JASON	\$338.69	Collection Efforts Exhausted
EMOND, KENDRA	\$79.79	Collection Efforts Exhausted
EPPERSON, MATTHEW	\$316.23	Collection Efforts Exhausted
ERENDIRA TALBOTT	\$189.00	Collection Efforts Exhausted
ERENDIRA TALBOTT	\$2.84	Collection Efforts Exhausted
ERIC WELLBORN	\$152.22	Collection Efforts Exhausted
ERIC WELLBORN	\$4.57	Collection Efforts Exhausted
ERICA FULLERTON	\$25.00	Collection Efforts Exhausted
ERICKSON, JOHNNY	\$101.47	Collection Efforts Exhausted
ERIN CASTLE	\$460.04	Collection Efforts Exhausted
ERIN CASTLE	\$6.90	Collection Efforts Exhausted
ESCHETE, SHANNON	\$74.33	Collection Efforts Exhausted
ESPINOZA, MARTIN	\$73.39	Collection Efforts Exhausted
EVANS, DONALD J	\$300.57	Collection Efforts Exhausted
EVANS, KAYLEIGH	\$100.65	Collection Efforts Exhausted
EVANS, MELISSA	\$27.03	Collection Efforts Exhausted
EWING, BRANDON	\$234.93	Collection Efforts Exhausted
FAGAN, SHELLEY	\$102.04	Collection Efforts Exhausted
FARBER, JOY	\$22.50	Collection Efforts Exhausted
FARLEY, BEVERLY	\$194.36	Collection Efforts Exhausted
FARLEY, CONNOR	\$161.53	Collection Efforts Exhausted
FENSTERMACHER, JENNIFER	\$82.33	Collection Efforts Exhausted
FERRE, AMBER	\$61.64	Collection Efforts Exhausted
FISH, KRISTINE	\$18.20	Collection Efforts Exhausted
FITZGERALD, KATHLEEN	\$129.40	Collection Efforts Exhausted
FLANAGAN, DAMON	\$281.86	Collection Efforts Exhausted
FLEURY, JACOB	\$142.18	Collection Efforts Exhausted
FLOCK, JORDAN	\$189.85	Collection Efforts Exhausted
FLOYD MIRACLE	\$25.00	Collection Efforts Exhausted
FOOTE, DAN	\$28.43	Collection Efforts Exhausted
FORBES, JESSICA	\$89.50	Collection Efforts Exhausted
FOSTER, ZACHARY	\$212.65	Collection Efforts Exhausted
FRASER, JUSTIN	\$177.13	Collection Efforts Exhausted
FRASIER, JUSTIN	\$64.33	Collection Efforts Exhausted
FREEL, KENNETH R.	\$219.46	Collection Efforts Exhausted
FRENCH, ASHLEY	\$232.18	Collection Efforts Exhausted
FRITZ, CONNER	\$140.08	Collection Efforts Exhausted
FRITZ, SHARON M.	\$217.14	Collection Efforts Exhausted
FROST, ANDREW	\$275.46	Collection Efforts Exhausted
FROST, APRIL	\$213.02	Collection Efforts Exhausted
FUENTES, LEOPOLDO	\$184.18	Collection Efforts Exhausted
FULGHUM, DAKOTA	\$88.24	Collection Efforts Exhausted
FURNISS, MIKE	\$323.90	Collection Efforts Exhausted
FUSTISH, CHARLES A	\$0.10	Collection Efforts Exhausted
GAASCH, TERRI	\$33.89	Collection Efforts Exhausted
GALLEGOS, FIDEL M	\$370.74	Collection Efforts Exhausted
GALLION, STEPHANIE	\$126.07	Collection Efforts Exhausted

GALLOWAY, ROBERT	\$464.39	Collection Efforts Exhausted
GANT, SHANOMI	\$137.01	Collection Efforts Exhausted
GARCIA, KIM	\$46.70	Collection Efforts Exhausted
GARCIA, RICHARD	\$45.07	Collection Efforts Exhausted
GARCIA, RICHARD M	\$153.91	Collection Efforts Exhausted
GARLAND, AMANDA	\$44.38	Collection Efforts Exhausted
GARNER, LOIS M.	\$684.43	Collection Efforts Exhausted
GARRETT, SAMUEL	\$73.16	Collection Efforts Exhausted
GARRETT, SAMUEL	\$195.13	Collection Efforts Exhausted
GAY, SARA	\$27.43	Collection Efforts Exhausted
GEARY, ELISHA	\$218.57	Collection Efforts Exhausted
GEER, OLIVIA	\$264.17	Collection Efforts Exhausted
GEHRES, ERIC	\$56.62	Collection Efforts Exhausted
GENTILE, LENA	\$31.12	Collection Efforts Exhausted
GEORGE, JENNIFER	\$166.28	Collection Efforts Exhausted
GEORGE, SVEN E	\$390.19	Collection Efforts Exhausted
GERA, ANDREW	\$23.29	Collection Efforts Exhausted
GIBSON, JAYSON	\$308.08	Collection Efforts Exhausted
GIGER, DEBI	\$22.14	Collection Efforts Exhausted
GILBERT, ALISHA	\$115.58	Collection Efforts Exhausted
GILLENBERG, ADAM	\$19.40	Collection Efforts Exhausted
GILLETTE, JODIE	\$303.83	Collection Efforts Exhausted
GILLIAM, TRACIE	\$104.57	Collection Efforts Exhausted
GILLIAM, TRACIE	\$77.88	Collection Efforts Exhausted
GILMORE, STEVE	\$511.90	Collection Efforts Exhausted
GLENN, JEFF	\$173.28	Collection Efforts Exhausted
GOLLNICK, JOSH	\$134.29	Collection Efforts Exhausted
GOMEZ, CECILIA	\$220.69	Collection Efforts Exhausted
GOMIEO, HEIDI	\$49.99	Collection Efforts Exhausted
GONSALVES, JOSE	\$18.43	Collection Efforts Exhausted
GONZALES, ANGELICA	\$599.49	Collection Efforts Exhausted
GONZALES, MANUEL	\$949.92	Collection Efforts Exhausted
GONZALEZ, AMBER N	\$76.66	Collection Efforts Exhausted
GOODART, NICHOLAS	\$229.65	Collection Efforts Exhausted
GORDON, MICHAEL	\$80.77	Collection Efforts Exhausted
GORDON, ROBERT	\$44.50	Collection Efforts Exhausted
GRAHAM, HEATHER	\$62.69	Collection Efforts Exhausted
GRAHAM, LINDSEY	\$93.58	Collection Efforts Exhausted
GRANT ST GROCERY & MARKET	\$447.90	Collection Efforts Exhausted
GRANT, MANDI	\$71.69	Collection Efforts Exhausted
GRAVES, BRANDI	\$200.69	Collection Efforts Exhausted
GRAY, BRIAN	\$122.98	Collection Efforts Exhausted
GRAY, JUDY E.	\$58.40	Collection Efforts Exhausted
GRAY, MEGAN	\$242.22	Collection Efforts Exhausted
GRAY, RUSSELL	\$371.79	Collection Efforts Exhausted
GREEN, ANNA	\$120.16	Collection Efforts Exhausted
GREEN, DANA	\$66.85	Collection Efforts Exhausted

GREEN, JOHNATHAN	\$276.04	Collection Efforts Exhausted
GRIFFIN, CHUCK	\$65.61	Collection Efforts Exhausted
GRIFFIN, KIM	\$61.09	Collection Efforts Exhausted
GRIFFITTS, AUDREY	\$62.13	Collection Efforts Exhausted
GROSVENOR, MATT	\$157.88	Collection Efforts Exhausted
GROTBERG, ERVIN	\$175.91	Collection Efforts Exhausted
GUENTHER, ARLEENE	\$8.55	Collection Efforts Exhausted
GUERRERO, MICHAEL	\$335.94	Collection Efforts Exhausted
GUMFORY, JANET	\$419.74	Collection Efforts Exhausted
GUNTER, ALICEN	\$940.15	Collection Efforts Exhausted
GUTIERREZ, RICHARD J.	\$95.08	Collection Efforts Exhausted
GUZMAN, ALICIA	\$90.66	Collection Efforts Exhausted
GUZMAN, ASHLEE	\$57.08	Collection Efforts Exhausted
HAACK, BRITTNEE	\$24.98	Collection Efforts Exhausted
HACKLEMAN, BRYAN	\$222.38	Collection Efforts Exhausted
HADDOCK, ANTIONETTIA	\$47.07	Collection Efforts Exhausted
HALBERT, MATT	\$237.74	Collection Efforts Exhausted
HALL, RICHARD	\$129.12	Collection Efforts Exhausted
HAMBY, JOHN	\$237.88	Collection Efforts Exhausted
HAMILTON, LOUIS	\$284.54	Collection Efforts Exhausted
HAMLIN, KENNETH	\$177.40	Collection Efforts Exhausted
HANCOCK, SHARON	\$370.66	Collection Efforts Exhausted
HANDFORD, PHIL	\$242.98	Collection Efforts Exhausted
HANKINS, DWAIN	\$28.22	Collection Efforts Exhausted
HANNEMAN, MICHELLE	\$226.51	Collection Efforts Exhausted
HANSEN, SHAWNA	\$103.94	Collection Efforts Exhausted
HANSFORD, JOSHUA	\$218.95	Collection Efforts Exhausted
HARDING, LUKE	\$95.74	Collection Efforts Exhausted
HARDY, NICHOLAS	\$26.74	Collection Efforts Exhausted
HARMON, AARON	\$718.09	Collection Efforts Exhausted
HARMON, LAURA	\$114.22	Collection Efforts Exhausted
HARMON, TIA	\$105.58	Collection Efforts Exhausted
HARNER, AMANDA	\$397.74	Collection Efforts Exhausted
HARNETTY, SHELLIE	\$328.53	Collection Efforts Exhausted
HARO-LOPEZ, RAMON	\$425.24	Collection Efforts Exhausted
HARRIS, MARIO	\$27.34	Collection Efforts Exhausted
HARRISON, BYRON	\$121.11	Collection Efforts Exhausted
HARTLEY, AMANDA	\$6.59	Collection Efforts Exhausted
HARTSHORN, DAWN	\$217.44	Collection Efforts Exhausted
HARTSHORN, EVERETT	\$121.46	Collection Efforts Exhausted
HARTSHORN, JULI	\$68.53	Collection Efforts Exhausted
HARVARD, TANYA	\$409.53	Collection Efforts Exhausted
HARWOOD, STUART	\$25.28	Collection Efforts Exhausted
HASKINS, ADRIENNE	\$25.20	Collection Efforts Exhausted
HASLAM, RYAN	\$53.82	Collection Efforts Exhausted
HAUG, RAEANN	\$145.27	Collection Efforts Exhausted
HAWKINS, DAKOTA	\$40.74	Collection Efforts Exhausted

HAWLEY, SARAH	\$73.31	Collection Efforts Exhausted
HAWTHORNE, ANTHONY	\$87.41	Collection Efforts Exhausted
HAYFORD, ROBERT	\$62.54	Collection Efforts Exhausted
HAYNER, CHARLES	\$143.15	Collection Efforts Exhausted
HEBAH, COURTNEY	\$102.02	Collection Efforts Exhausted
HEID, CORINNE K	\$271.47	Collection Efforts Exhausted
HEIDRICH, MEGAN	\$59.56	Collection Efforts Exhausted
HEIFORT, MICHAEL	\$15.54	Collection Efforts Exhausted
HEINRICH, VICKY	\$38.38	Collection Efforts Exhausted
HEINRICH, VICKY	\$89.34	Collection Efforts Exhausted
HELMS, JONATHAN	\$28.70	Collection Efforts Exhausted
HELZER, SHELLY	\$41.61	Collection Efforts Exhausted
HENDERSON, BRITTNEY	\$9.64	Collection Efforts Exhausted
HENNING, ANDREA	\$171.68	Collection Efforts Exhausted
HENRY, JOHN	\$176.92	Collection Efforts Exhausted
HERMON, TYALAR	\$309.90	Collection Efforts Exhausted
HERNANDEZ, HANNAH	\$40.66	Collection Efforts Exhausted
HERNANDEZ, HUMBERTO	\$177.33	Collection Efforts Exhausted
HERRERA, ESAU	\$20.91	Collection Efforts Exhausted
HERRERA, WILLI	\$3.12	Collection Efforts Exhausted
HERRICK, ROY F.	\$25.41	Collection Efforts Exhausted
HERRINGTON, JENNIFER	\$68.22	Collection Efforts Exhausted
HERRON, JEREMY	\$57.16	Collection Efforts Exhausted
HERZBERG, SARA	\$179.54	Collection Efforts Exhausted
HEWITT, JOSH	\$261.13	Collection Efforts Exhausted
HILL, JENNIFER	\$58.78	Collection Efforts Exhausted
HILL, JUANITA	\$89.72	Collection Efforts Exhausted
HILLAN, JACK	\$137.23	Collection Efforts Exhausted
HIMES, DAKOTA	\$11.36	Collection Efforts Exhausted
HINTZ, JACOB	\$300.05	Collection Efforts Exhausted
HODGE, DEANNA	\$67.95	Collection Efforts Exhausted
HOFFMAN, JENIFFER	\$247.44	Collection Efforts Exhausted
HOFFMAN, ROCKY	\$224.77	Collection Efforts Exhausted
HOFSEK, WILLIAL	\$117.27	Collection Efforts Exhausted
HOLBROOK, DEREK	\$50.56	Collection Efforts Exhausted
HOLDEN, DEBORAH D	\$109.81	Collection Efforts Exhausted
HOLDEN, ELIZABETH	\$277.03	Collection Efforts Exhausted
HOLIFIELD, AMY	\$28.45	Collection Efforts Exhausted
HOLMES, KIMBERLY	\$29.14	Collection Efforts Exhausted
HOLMES, ROBIN	\$303.33	Collection Efforts Exhausted
HOLT, THOMAS	\$6.71	Collection Efforts Exhausted
HOOIK, MARTIN	\$53.84	Collection Efforts Exhausted
HOOTS, KIMBERLY	\$157.74	Collection Efforts Exhausted
HOOVER, MICHELLE	\$171.69	Collection Efforts Exhausted
HORNECKER, MARTIN	\$333.79	Collection Efforts Exhausted
HORNER CONSTRUCTION	\$29.86	Collection Efforts Exhausted
HORNER CONSTRUCTION	\$147.68	Collection Efforts Exhausted

HORTON, JOSH	\$39.68	Collection Efforts Exhausted
HOVEN, DARRELL	\$87.89	Collection Efforts Exhausted
HOWARD, CHRIS	\$276.80	Collection Efforts Exhausted
HRABE, ROBB	\$148.48	Collection Efforts Exhausted
HUBBARD, DIANA	\$0.48	Collection Efforts Exhausted
HUFFER,GARRETT	\$158.57	Collection Efforts Exhausted
HUNSICKER, KYLE	\$9.80	Collection Efforts Exhausted
HUNTER, AMANDA	\$109.00	Collection Efforts Exhausted
HUNTER, THADDAEUS	\$24.43	Collection Efforts Exhausted
HURST, MATTHEW	\$36.40	Collection Efforts Exhausted
HUSKEY, CYNTHIA	\$18.87	Collection Efforts Exhausted
HUSTED, SAMANTHA	\$19.33	Collection Efforts Exhausted
HUTCHINGS, KATHY	\$70.52	Collection Efforts Exhausted
J & S ROOFING	\$40.42	Collection Efforts Exhausted
JACKSON, BRANDON	\$505.16	Collection Efforts Exhausted
JACKSON, EVA J	\$270.70	Collection Efforts Exhausted
JACKSON, TONYA	\$249.60	Collection Efforts Exhausted
JACOBS, KAMMY A	\$290.70	Collection Efforts Exhausted
JACOBS, MISTY	\$180.50	Collection Efforts Exhausted
JAKE SMITH	\$2,150.00	Collection Efforts Exhausted
JAKE SMITH	\$241.08	Collection Efforts Exhausted
JAMES, KRISTIN	\$128.90	Collection Efforts Exhausted
JAMES, STEVEN	\$37.01	Collection Efforts Exhausted
JAMES, THOMAS	\$25.91	Collection Efforts Exhausted
JANZEN, JOSEPH	\$217.79	Collection Efforts Exhausted
JARVIS, CHRIS	\$8.24	Collection Efforts Exhausted
JASON MARTINEZ	\$168.31	Collection Efforts Exhausted
JEANNIE JOELSON	\$130.00	Collection Efforts Exhausted
JEFFREY BACUS	\$926.42	Collection Efforts Exhausted
JEFFREY BACUS	\$13.90	Collection Efforts Exhausted
JENKINS, SHAWN	\$47.86	Collection Efforts Exhausted
JENNINGS, CHRIS	\$116.67	Collection Efforts Exhausted
JESSICA JACKSON	\$205.10	Collection Efforts Exhausted
JIMENEZ, MICHAEL	\$406.39	Collection Efforts Exhausted
JL FABRICATION	\$51.98	Collection Efforts Exhausted
JL FABRICATION	\$2,155.13	Collection Efforts Exhausted
JOELSON, JEANIE	\$330.00	Collection Efforts Exhausted
JOHANSEN, KEVIN	\$73.64	Collection Efforts Exhausted
JOHNSON, ALYSSA	\$95.15	Collection Efforts Exhausted
JOHNSON, ERIC	\$231.18	Collection Efforts Exhausted
JOHNSON, ERIKA	\$156.85	Collection Efforts Exhausted
JOHNSON, FELICIA	\$89.79	Collection Efforts Exhausted
JOHNSON, JOSEPH	\$295.42	Collection Efforts Exhausted
JOHNSON, KAREN	\$837.23	Collection Efforts Exhausted
JOHNSON, MICHELLE	\$69.83	Collection Efforts Exhausted
JOHNSON, MICHELLE	\$84.70	Collection Efforts Exhausted
JOHNSON, RHASHELL	\$305.66	Collection Efforts Exhausted

JOHNSON, ROBERT	\$82.16	Collection Efforts Exhausted
JOHNSON, STEVEN	\$79.27	Collection Efforts Exhausted
JOHNSON, SUZANNE	\$26.59	Collection Efforts Exhausted
JOHNY ZHOA	\$252.00	Collection Efforts Exhausted
JOHNY ZHOA	\$3.78	Collection Efforts Exhausted
JONES, ASHLEY	\$67.57	Collection Efforts Exhausted
JONES, CATHERINE	\$65.58	Collection Efforts Exhausted
JONES, CRYSTAL	\$145.86	Collection Efforts Exhausted
JONES, KEITH	\$42.02	Collection Efforts Exhausted
JONES, RUSS	\$30.69	Collection Efforts Exhausted
JONES, RUSSELL	\$74.79	Collection Efforts Exhausted
JORDAN, CHAD	\$58.46	Collection Efforts Exhausted
JORDAN, PAIGE	\$226.75	Collection Efforts Exhausted
JORGENSEN, BILLY	\$99.18	Collection Efforts Exhausted
JOSEPH, BRENT	\$59.13	Collection Efforts Exhausted
JOYFUL ENTERPRISES LLC	\$104.27	Collection Efforts Exhausted
JUAREZ, MEGAN	\$116.55	Collection Efforts Exhausted
JUSTIN LOWDER	\$25.00	Collection Efforts Exhausted
KALASINSKY, JIM C	\$285.49	Collection Efforts Exhausted
KALASINSKY, JIM C	\$46.14	Collection Efforts Exhausted
KALLAS, ANTHONY	\$111.68	Collection Efforts Exhausted
KAMPA, ERIN	\$93.37	Collection Efforts Exhausted
KAREN HOUT	\$140.00	Collection Efforts Exhausted
KAREN HOUT	\$2.10	Collection Efforts Exhausted
KARL, MATTHEW	\$46.16	Collection Efforts Exhausted
KARRATTI, JESSICA	\$79.72	Collection Efforts Exhausted
KEHM, JAMIE	\$224.70	Collection Efforts Exhausted
KELLY HERDT	\$25.00	Collection Efforts Exhausted
KELLY KADLICK	\$74.54	Collection Efforts Exhausted
KELLY-COE, CODY	\$102.22	Collection Efforts Exhausted
KELTZ, JR	\$54.86	Collection Efforts Exhausted
KEMP, ANGEL	\$69.29	Collection Efforts Exhausted
KENT, REBECCA E.	\$218.95	Collection Efforts Exhausted
KERR, EVAN	\$186.50	Collection Efforts Exhausted
KESL, KEVIN	\$120.00	Collection Efforts Exhausted
KIEFER, CHRISTINE	\$9.36	Collection Efforts Exhausted
KING, EDWARD	\$166.47	Collection Efforts Exhausted
KING, JIMMY D.	\$173.84	Collection Efforts Exhausted
KINGHORN, BEN	\$163.91	Collection Efforts Exhausted
KINION, AARON	\$298.57	Collection Efforts Exhausted
KIRK, CRYSTAL	\$188.57	Collection Efforts Exhausted
KLEINSMITH, ERNESTINE	\$26.74	Collection Efforts Exhausted
KLINKER HOLDINGS LLC	\$71.98	Collection Efforts Exhausted
KNIGHT, ASHLEY	\$233.35	Collection Efforts Exhausted
KNIGHT, KEITH	\$174.06	Collection Efforts Exhausted
KNIGHT, LACY	\$64.49	Collection Efforts Exhausted
KNOTTS, CAITLAN	\$10.27	Collection Efforts Exhausted

KNOX, JACKIE	\$29.68	Collection Efforts Exhausted
KOEHN, JENNIFER	\$323.99	Collection Efforts Exhausted
KOHTALA, MARY	\$734.72	Collection Efforts Exhausted
KOPP, TERRY	\$170.03	Collection Efforts Exhausted
KOUBLE, SUNNI	\$513.74	Collection Efforts Exhausted
KOURI, BECKY	\$112.88	Collection Efforts Exhausted
KREMER, ANGELA	\$20.78	Collection Efforts Exhausted
KULL, MATTHEW	\$41.36	Collection Efforts Exhausted
LACH, MAGGIE	\$52.67	Collection Efforts Exhausted
LAFFERTY, CHANDRA	\$46.59	Collection Efforts Exhausted
LAFLEUR, LEANNA	\$250.31	Collection Efforts Exhausted
LAKE, PATRICK	\$49.76	Collection Efforts Exhausted
LAKE, TRACY	\$51.90	Collection Efforts Exhausted
LAND, MICHAEL D	\$150.74	Collection Efforts Exhausted
LANDON, PATRICK	\$43.33	Collection Efforts Exhausted
LARGENT, ELIZABETH	\$220.48	Collection Efforts Exhausted
LARRIBAS, CHRISTY	\$114.38	Collection Efforts Exhausted
LATHAM, NICHOLAS	\$158.82	Collection Efforts Exhausted
LATHROP, ASHLEY	\$43.94	Collection Efforts Exhausted
LATIMER, JAKE	\$63.86	Collection Efforts Exhausted
LAVERING, EVERETT	\$289.83	Collection Efforts Exhausted
LEACH, LESLIE	\$108.58	Collection Efforts Exhausted
LEAH M GRIFFIN	\$114.00	Collection Efforts Exhausted
LEAH M GRIFFIN	\$1.79	Collection Efforts Exhausted
LEARY, MATTHEW	\$104.03	Collection Efforts Exhausted
LEATHERBERRY, JOSEPH	\$239.71	Collection Efforts Exhausted
LEAVER, ROSE	\$235.24	Collection Efforts Exhausted
LEBLANC, SHEVVON	\$469.36	Collection Efforts Exhausted
LEDBETTER, CATHERINE	\$358.34	Collection Efforts Exhausted
LEE, CHRISTOPHER	\$191.42	Collection Efforts Exhausted
LEE, MAUREEN	\$34.10	Collection Efforts Exhausted
LEEVER, STEVE	\$24.43	Collection Efforts Exhausted
LEGAULT, KATHLEEN	\$16.98	Collection Efforts Exhausted
LEWALLEN, RHIANNON	\$66.98	Collection Efforts Exhausted
LIEBERG, KORY	\$31.13	Collection Efforts Exhausted
LIEN, JAYME	\$78.06	Collection Efforts Exhausted
LINCOLN, ANGELA	\$53.15	Collection Efforts Exhausted
LINCOLN, TOM	\$170.59	Collection Efforts Exhausted
LINDSAY, ALLEN B.	\$55.44	Collection Efforts Exhausted
LINDSAY, KIRK	\$18.60	Collection Efforts Exhausted
LINES, STRAIGHT	\$14.41	Collection Efforts Exhausted
LINGO, AUSTIN	\$58.46	Collection Efforts Exhausted
LINLOG, LLC	\$170.00	Collection Efforts Exhausted
LINLOG, LLC	\$90.22	Collection Efforts Exhausted
LITGEN, TAMMIE	\$31.89	Collection Efforts Exhausted
LIVERMORE, BRENTON	\$517.39	Collection Efforts Exhausted
LOETSCHER, AMBER	\$305.71	Collection Efforts Exhausted



LOFTON BELL	\$115.50	Collection Efforts Exhausted
LOFTON BELL	\$1.73	Collection Efforts Exhausted
LOGAN, MEAGAN	\$213.83	Collection Efforts Exhausted
LOISEL, MEGAN	\$31.13	Collection Efforts Exhausted
LOMBARD, APRIL L.	\$80.54	Collection Efforts Exhausted
LOMBARD, ROBERT	\$54.00	Collection Efforts Exhausted
LOMBARDO, CHRISTOPHER	\$72.75	Collection Efforts Exhausted
LOMU, NICOLA	\$237.62	Collection Efforts Exhausted
LONGCHASE, KEOMA	\$18.89	Collection Efforts Exhausted
LOPEZ, ANNA	\$72.46	Collection Efforts Exhausted
LOPEZ, CARLA	\$240.22	Collection Efforts Exhausted
LOPEZ, INEZ	\$220.13	Collection Efforts Exhausted
LOPEZ, JESUS	\$208.42	Collection Efforts Exhausted
LOPEZ, NARCISO	\$276.90	Collection Efforts Exhausted
LOPEZ, OLIVIA	\$186.14	Collection Efforts Exhausted
LOPEZ, OLIVIA	\$2.14	Collection Efforts Exhausted
LORIE JUAREZ	\$25.00	Collection Efforts Exhausted
LOUCKS, KARISSA	\$68.25	Collection Efforts Exhausted
LOVELL, RONALD	\$218.52	Collection Efforts Exhausted
LOWDERMILK, BRENDA	\$114.30	Collection Efforts Exhausted
LOWRY, KRYSTAL	\$191.21	Collection Efforts Exhausted
LOYLE, KATE	\$86.92	Collection Efforts Exhausted
LOZOYA, JUDY	\$222.28	Collection Efforts Exhausted
LOZOYA, YVETTE	\$153.89	Collection Efforts Exhausted
LUCERO, MICKEY	\$139.74	Collection Efforts Exhausted
LUCRETIA LAVERING	\$32.08	Collection Efforts Exhausted
LUJAN, CHALLACE	\$151.07	Collection Efforts Exhausted
LUKER REALTY	\$63.12	Collection Efforts Exhausted
LUMTKINS, RONNDA	\$29.73	Collection Efforts Exhausted
LUND, GEOFFREY	\$27.78	Collection Efforts Exhausted
LUTONSKY, CHRIS T	\$30.69	Collection Efforts Exhausted
MACIAS, PRISCILLA	\$129.06	Collection Efforts Exhausted
MACKENZIE, ANDREW J.	\$11.93	Collection Efforts Exhausted
MACQUARRIE, HOLLY	\$191.90	Collection Efforts Exhausted
MADISON, KATHERINE	\$22.50	Collection Efforts Exhausted
MADRID, LAUREN	\$2.18	Collection Efforts Exhausted
MAES, ROBERT	\$226.22	Collection Efforts Exhausted
MALDOON, BRANDON	\$369.94	Collection Efforts Exhausted
MALSAM, WAYNE	\$151.05	Collection Efforts Exhausted
MANES, KENETH	\$115.21	Collection Efforts Exhausted
MANGAN, MARILYN	\$55.07	Collection Efforts Exhausted
MANNING-LAYTON, CATHY	\$183.46	Collection Efforts Exhausted
MARQUETTE, GAYLE D.	\$249.65	Collection Efforts Exhausted
MARROW, MARILEE	\$154.51	Collection Efforts Exhausted
MARSHALL, BOBBI JO	\$311.34	Collection Efforts Exhausted
MARTIN, KENNETH	\$110.94	Collection Efforts Exhausted
MARTINEZ, ABRAHAM	\$151.50	Collection Efforts Exhausted

MARTINEZ, CALVIN Q	\$60.63	Collection Efforts Exhausted
MARTINEZ, KENNEDY	\$76.77	Collection Efforts Exhausted
MARTINEZ, MARCOS	\$166.15	Collection Efforts Exhausted
MARTINEZ, MELISSA	\$47.64	Collection Efforts Exhausted
MARTON, MOLLY	\$28.43	Collection Efforts Exhausted
MAST, CHARLES	\$232.49	Collection Efforts Exhausted
MATTHEW MCCARTHY	\$231.10	Collection Efforts Exhausted
MATTHEW MCCARTHY	\$3.47	Collection Efforts Exhausted
MATTHEW MORROW	\$478.84	Collection Efforts Exhausted
MATTHEW MORROW	\$7.18	Collection Efforts Exhausted
MATTICE, JUSTINE	\$4.55	Collection Efforts Exhausted
MAYERS, CONNIE	\$132.73	Collection Efforts Exhausted
MAYES, WILLIAM	\$6.40	Collection Efforts Exhausted
MCCALL, TONYA	\$60.86	Collection Efforts Exhausted
MCCLEARY, ADAM	\$107.36	Collection Efforts Exhausted
MCCLURE, LANCE	\$144.13	Collection Efforts Exhausted
MCCORMICK, JERALD	\$118.99	Collection Efforts Exhausted
MCCOWAN, JORDAN	\$56.10	Collection Efforts Exhausted
MCCOY, GORDON RAE	\$736.32	Collection Efforts Exhausted
MCCULLOUGH, DENNIS	\$201.92	Collection Efforts Exhausted
MCCULLOUGH, LUCILLE	\$84.33	Collection Efforts Exhausted
MCCUSKER, LUKE	\$165.08	Collection Efforts Exhausted
MCDONALD, MICHAEL	\$51.80	Collection Efforts Exhausted
MCDONALD, PATSY	\$16.40	Collection Efforts Exhausted
MCGINNIS, CODY	\$29.25	Collection Efforts Exhausted
MCGREGOR, DEBBIE	\$18.27	Collection Efforts Exhausted
MCINTYRE, HOWARD E	\$124.56	Collection Efforts Exhausted
MCKENZIE, SANDRA	\$923.77	Collection Efforts Exhausted
MCKENZIE, SANDRA	\$151.18	Collection Efforts Exhausted
MCLEAN, VICKIE	\$84.81	Collection Efforts Exhausted
MCMILLAN, ERICA	\$522.85	Collection Efforts Exhausted
MCMURDO, SHEILA	\$227.66	Collection Efforts Exhausted
MCQUEEN, ROBERT	\$51.70	Collection Efforts Exhausted
MEAD, RICHARD	\$1,061.94	Collection Efforts Exhausted
MELISSA (CHRISTYONNA) MARTINEZ	\$77.39	Collection Efforts Exhausted
MELISSA QUINTRALL	\$25.00	Collection Efforts Exhausted
MELIUS, FRED	\$30.70	Collection Efforts Exhausted
MENDOZA, MEEKA	\$120.48	Collection Efforts Exhausted
MENESES, CLAUDIA	\$198.79	Collection Efforts Exhausted
MEREDITH, ALICIA	\$68.10	Collection Efforts Exhausted
MERRITT, KALUB	\$103.27	Collection Efforts Exhausted
MERRITT, MORGAN	\$1.84	Collection Efforts Exhausted
METZKER, STACIE	\$50.94	Collection Efforts Exhausted
MICELI, MICHAEL	\$667.49	Collection Efforts Exhausted
MILANO, AUBREY	\$145.84	Collection Efforts Exhausted
MILLER, NATHAN	\$113.52	Collection Efforts Exhausted
MILLER, ROBERT	\$271.23	Collection Efforts Exhausted

MILLER, SHEREE	\$17.60	Collection Efforts Exhausted
MILLER, STEPHANIE	\$297.34	Collection Efforts Exhausted
MILLER, THOMAS	\$27.51	Collection Efforts Exhausted
MILLER, TJ	\$261.87	Collection Efforts Exhausted
MILLER, VERNON	\$0.01	Collection Efforts Exhausted
MILLER, WILLIAM	\$73.45	Collection Efforts Exhausted
MILLS, ROBBIE	\$189.13	Collection Efforts Exhausted
MILLWARD, TARA	\$68.44	Collection Efforts Exhausted
MIRACLE INVESTMENTS	\$29.65	Collection Efforts Exhausted
MIRACLE, AARON	\$37.49	Collection Efforts Exhausted
MISKIMINS, MATT	\$25.70	Collection Efforts Exhausted
MITCHELL, KATHERIN	\$24.61	Collection Efforts Exhausted
MITCHELL, MAURICE	\$168.87	Collection Efforts Exhausted
MITCHELL, ZAC	\$132.89	Collection Efforts Exhausted
MITTON, HELEN H	\$18.50	Collection Efforts Exhausted
MITTON, KATHLEEN	\$262.69	Collection Efforts Exhausted
MOINAR, FRANCISCO	\$162.99	Collection Efforts Exhausted
MOJICA, DEANNA	\$186.45	Collection Efforts Exhausted
MONDOUX, WENDY	\$110.46	Collection Efforts Exhausted
MONIQUE BECKMAN	\$10.00	Collection Efforts Exhausted
MONTOYA, LAUDENTE	\$239.32	Collection Efforts Exhausted
MOONEY, TAMMIE	\$132.11	Collection Efforts Exhausted
MOORE, ALISHA	\$427.99	Collection Efforts Exhausted
MOORE, BOBBY	\$97.92	Collection Efforts Exhausted
MOORE, CHRISTOPHER	\$123.21	Collection Efforts Exhausted
MOORE, RICKI A	\$19.06	Collection Efforts Exhausted
MOORE, TED	\$175.02	Collection Efforts Exhausted
MOORE, THEA	\$161.77	Collection Efforts Exhausted
MOORE, THEA	\$70.24	Collection Efforts Exhausted
MOORE, WILLIAM F	\$135.07	Collection Efforts Exhausted
MOREY, LARRY	\$27.96	Collection Efforts Exhausted
MORGAN, BEN	\$248.80	Collection Efforts Exhausted
MORROW, DEANNA	\$237.91	Collection Efforts Exhausted
MORROW, MATTHEW	\$113.38	Collection Efforts Exhausted
MOSER, SCOTT	\$1,784.45	Collection Efforts Exhausted
MOSER, SCOTT	\$9,547.47	Collection Efforts Exhausted
MOSS, JAMIE	\$401.56	Collection Efforts Exhausted
MOSS, PETER	\$67.03	Collection Efforts Exhausted
MOUNTAIN WEST CASPER LLC	\$29.86	Collection Efforts Exhausted
MUDD, SANDRA	\$883.70	Collection Efforts Exhausted
MUERALER, DAINARA	\$269.90	Collection Efforts Exhausted
MULDER, MELISSA	\$232.93	Collection Efforts Exhausted
MUNIV, SHALYNN	\$39.46	Collection Efforts Exhausted
MUNIZ, SHALYNN	\$313.70	Collection Efforts Exhausted
MUNOZ, MICHELE	\$15.10	Collection Efforts Exhausted
MUNSELL, TAMRA	\$123.58	Collection Efforts Exhausted
MURDLER, DAINARA	\$351.51	Collection Efforts Exhausted

MURPHY, JOSEPH	\$239.77	Collection Efforts Exhausted
MURPHY, MELINDA	\$190.13	Collection Efforts Exhausted
MURPHY, NICOLE	\$80.33	Collection Efforts Exhausted
MURRAY, HOPE	\$204.38	Collection Efforts Exhausted
MURRAY, NIKOLE	\$117.45	Collection Efforts Exhausted
MURRAY, SCOTT	\$31.35	Collection Efforts Exhausted
MURRAY, TERRANCE	\$289.40	Collection Efforts Exhausted
MUSSER, CARLA	\$275.73	Collection Efforts Exhausted
MYERS, NOAH	\$35.78	Collection Efforts Exhausted
NAGEL, BRANDON	\$198.96	Collection Efforts Exhausted
NALBORNE, MARK	\$25.43	Collection Efforts Exhausted
NATION, SADIE	\$73.92	Collection Efforts Exhausted
NEASE, SYLCIA	\$377.51	Collection Efforts Exhausted
NEILL, CODY	\$23.48	Collection Efforts Exhausted
NELSON, ADAM	\$40.23	Collection Efforts Exhausted
NELSON, KEELEY	\$438.28	Collection Efforts Exhausted
NEMETZ, RON	\$47.73	Collection Efforts Exhausted
NEUMAN, ALAN	\$179.94	Collection Efforts Exhausted
NEVAREZ, AMANDA	\$7.12	Collection Efforts Exhausted
NEWMAN, ELIZABETH	\$68.93	Collection Efforts Exhausted
NEWMAN, GARY	\$33.27	Collection Efforts Exhausted
NICHOLAS GOODART	\$25.00	Collection Efforts Exhausted
NICHOLS, ELISHA	\$17.78	Collection Efforts Exhausted
NICHOLSON, JACQUELYN	\$28.78	Collection Efforts Exhausted
NIELSEN, CURTIS	\$15.03	Collection Efforts Exhausted
NIELSEN, TREVOR	\$86.47	Collection Efforts Exhausted
NOBLES, AARON	\$139.68	Collection Efforts Exhausted
NOBLES, CARLA	\$3,215.00	Collection Efforts Exhausted
NOBLES, CARLA	\$48.23	Collection Efforts Exhausted
NOLASCO, TODD	\$184.27	Collection Efforts Exhausted
NORIEGA, EMILY	\$14.24	Collection Efforts Exhausted
NORTHWAY, LOGAN	\$112.14	Collection Efforts Exhausted
NORTON, GREG	\$176.06	Collection Efforts Exhausted
NOVAK, JAIMEE	\$13.06	Collection Efforts Exhausted
NOVOTNY, TAMMY	\$339.91	Collection Efforts Exhausted
OAKLEY, NAOMI	\$100.42	Collection Efforts Exhausted
O'BRIEN, DAVID	\$24.66	Collection Efforts Exhausted
OBRIEN, TERRY K.	\$63.91	Collection Efforts Exhausted
OCWEN LOAN SERVINCE CORP	\$134.92	Collection Efforts Exhausted
ODEN, CODY	\$151.01	Collection Efforts Exhausted
OHARA, LILIANA	\$90.50	Collection Efforts Exhausted
OLDAKER, MISHIA	\$44.77	Collection Efforts Exhausted
O'NEAL, KASSIDY	\$282.05	Collection Efforts Exhausted
ONKEN, CORI	\$115.41	Collection Efforts Exhausted
OSBURN, JO ANN	\$5.90	Collection Efforts Exhausted
OSTRUM, CHRYSTAL	\$62.45	Collection Efforts Exhausted
OTERO, KATHERINE	\$244.76	Collection Efforts Exhausted

OWENS, JOSH	\$95.54	Collection Efforts Exhausted
OWENS, THEOLENE W.	\$138.41	Collection Efforts Exhausted
P.I.S.T	\$726.91	Collection Efforts Exhausted
PACKARD, THOMAS	\$57.96	Collection Efforts Exhausted
PADILLA, KIRK	\$313.35	Collection Efforts Exhausted
PAGE, JERRY	\$75.80	Collection Efforts Exhausted
PALMER, HIEDI	\$239.97	Collection Efforts Exhausted
PANICCIA, MARISSA	\$66.38	Collection Efforts Exhausted
PARK, JAE	\$0.01	Collection Efforts Exhausted
PARKER, DOMINIC	\$130.84	Collection Efforts Exhausted
PARKHURST, DARRELL	\$64.07	Collection Efforts Exhausted
PATTERSON, JULIE	\$0.20	Collection Efforts Exhausted
PATTERSON, ROSE	\$377.16	Collection Efforts Exhausted
PAUL, JANNA	\$323.05	Collection Efforts Exhausted
PAUU, SAMISI	\$8.47	Collection Efforts Exhausted
PEDERSON, TIFFANY	\$269.54	Collection Efforts Exhausted
PELLMAN, TIFFANY	\$65.48	Collection Efforts Exhausted
PERALES, CHRIS	\$347.80	Collection Efforts Exhausted
PEREZ, JAIME	\$89.64	Collection Efforts Exhausted
PERKINS, ANNALISE	\$35.82	Collection Efforts Exhausted
PERKINS, NICK	\$13.48	Collection Efforts Exhausted
PERRINE, JOSHUA	\$119.38	Collection Efforts Exhausted
PETERSEN, TRESSA	\$434.77	Collection Efforts Exhausted
PETERSON, JAMES	\$60.94	Collection Efforts Exhausted
PETTERSON, JESSIE	\$158.35	Collection Efforts Exhausted
PFENDLER, ROGER	\$22.53	Collection Efforts Exhausted
PHEASANT, CHAD	\$118.95	Collection Efforts Exhausted
PHILLIP KNIGHT	\$25.00	Collection Efforts Exhausted
PHILLIPS, ALEX	\$88.69	Collection Efforts Exhausted
PHILLIPS, BARBARA	\$63.06	Collection Efforts Exhausted
PHILLIPS, KATHERINE	\$114.81	Collection Efforts Exhausted
PHILLIPS, MARYANN	\$231.03	Collection Efforts Exhausted
PHILLIPS, SANDY	\$232.23	Collection Efforts Exhausted
PICEK, DONALD	\$79.08	Collection Efforts Exhausted
PIKE, JOSHUA	\$805.14	Collection Efforts Exhausted
PIKE, JOSHUA	\$4.56	Collection Efforts Exhausted
PILANT, PRESTON	\$99.74	Collection Efforts Exhausted
PIPER, TEESHA	\$71.75	Collection Efforts Exhausted
PIPPEN, WILLIE	\$79.73	Collection Efforts Exhausted
PITNER, VICKIE	\$30.14	Collection Efforts Exhausted
POLITICALLY INCORRECT, LLC	\$100.00	Collection Efforts Exhausted
POLLOCK, ECHO	\$146.06	Collection Efforts Exhausted
POORE, ALETHA	\$187.19	Collection Efforts Exhausted
POTTER, ERIC	\$138.99	Collection Efforts Exhausted
POTTER, LEANDRA	\$69.73	Collection Efforts Exhausted
PRAHL, LINDSAY	\$94.01	Collection Efforts Exhausted
PRATHER, WENDY	\$124.65	Collection Efforts Exhausted

PRICE, DANNY	\$119.99	Collection Efforts Exhausted
PRICE, TASHINA	\$46.66	Collection Efforts Exhausted
PRILL, TINA	\$22.42	Collection Efforts Exhausted
PROCHNOW, BRANDON	\$168.04	Collection Efforts Exhausted
PRODANOVICH, HEATHER	\$68.81	Collection Efforts Exhausted
PROVENCIO, AMAMARIE	\$201.13	Collection Efforts Exhausted
PUCEL, HEATHER	\$166.96	Collection Efforts Exhausted
PUCKETT, ROBERT	\$129.52	Collection Efforts Exhausted
PUCKETT, ROBERT	\$156.12	Collection Efforts Exhausted
PULLINS, AMITY	\$41.86	Collection Efforts Exhausted
PULLINS, DENISE	\$137.95	Collection Efforts Exhausted
PUTNAM, JOHNATHAN	\$108.15	Collection Efforts Exhausted
QUALLE, BEVERLY	\$35.09	Collection Efforts Exhausted
QUALLS, ELISSA	\$17.33	Collection Efforts Exhausted
QUINTRALL, MELISSA	\$31.91	Collection Efforts Exhausted
QUIROZ, FELICIANO	\$205.28	Collection Efforts Exhausted
R & S HOSPITALITY LLC	\$572.67	Collection Efforts Exhausted
RAKSTAD, SEAN	\$145.36	Collection Efforts Exhausted
RAMOS, ODEYSA	\$66.86	Collection Efforts Exhausted
RANGER FABRICATION	\$102.74	Collection Efforts Exhausted
RASMUSSEN, DEMI	\$95.58	Collection Efforts Exhausted
RAY & RUTH SHULTZ	\$273.84	Collection Efforts Exhausted
RAY & RUTH SHULTZ	\$171.95	Collection Efforts Exhausted
RAY & RUTH SHULTZ	\$117.57	Collection Efforts Exhausted
RAY MONROE	\$146.15	Collection Efforts Exhausted
RAY MONROE	\$2.19	Collection Efforts Exhausted
REALTY EXECUTIVES	\$6.00	Collection Efforts Exhausted
REED, JESSICA	\$108.18	Collection Efforts Exhausted
REED, KELLY	\$64.62	Collection Efforts Exhausted
REIMER, KELLEY	\$23.43	Collection Efforts Exhausted
REINHART, JANET	\$51.13	Collection Efforts Exhausted
REMILLONG, JOSH	\$54.55	Collection Efforts Exhausted
REMKES, CHARICE	\$25.80	Collection Efforts Exhausted
REPUBLIC SERVICES	\$269.49	Collection Efforts Exhausted
REYNA, ROSA	\$100.05	Collection Efforts Exhausted
REYNOLDS, CONSTANCE	\$8.10	Collection Efforts Exhausted
REYNOLDS, PATRICIA	\$97.21	Collection Efforts Exhausted
RICE, RICHARD	\$108.82	Collection Efforts Exhausted
RICHARDSON, ROBERT	\$392.92	Collection Efforts Exhausted
RICKENBACKER, JESSICA	\$129.94	Collection Efforts Exhausted
RICKERT, KAITLIN	\$92.70	Collection Efforts Exhausted
RIECK, DARREN	\$35.24	Collection Efforts Exhausted
RIEDLE, SHERIDAN	\$284.75	Collection Efforts Exhausted
RIEGERT, JENNIFER	\$576.90	Collection Efforts Exhausted
RIETZ, JAMES D	\$54.51	Collection Efforts Exhausted
RILEY, TRISTAN	\$302.46	Collection Efforts Exhausted
RITCHEL, CHARLES	\$106.68	Collection Efforts Exhausted

ROACH, KATHLEEN	\$71.68	Collection Efforts Exhausted
ROACH, KATHLEEN	\$585.62	Collection Efforts Exhausted
ROBBINS, STEPHANIE	\$144.09	Collection Efforts Exhausted
ROBERT DEVENPORT	\$72.99	Collection Efforts Exhausted
ROBERT GAVIN DAVENPORT	\$189.00	Collection Efforts Exhausted
ROBERT HERDEN	\$133.86	Collection Efforts Exhausted
ROBERT W LEWALLEN	\$70.19	Collection Efforts Exhausted
ROBERT W LEWALLEN	\$1.05	Collection Efforts Exhausted
ROBERTS, JEFFREY	\$9.09	Collection Efforts Exhausted
ROBERTS, JUDY	\$1,241.02	Collection Efforts Exhausted
ROBERTS, THEOTIS	\$235.32	Collection Efforts Exhausted
ROBINSON, CALVIN	\$152.35	Collection Efforts Exhausted
ROBINSON, LEONARD L	\$25.70	Collection Efforts Exhausted
ROBLEDO, LAURA	\$81.17	Collection Efforts Exhausted
RODGERS, BILLIE J	\$75.85	Collection Efforts Exhausted
RODRIGUEZ, FADIAN	\$324.04	Collection Efforts Exhausted
RODRIGUEZ, HUMBERTO	\$30.69	Collection Efforts Exhausted
RODRIGUEZ, JENNIFER	\$13.29	Collection Efforts Exhausted
RODRIGUEZ, MARIA	\$83.63	Collection Efforts Exhausted
ROGERS, LOGAN	\$18.83	Collection Efforts Exhausted
ROHRER, MARION	\$156.59	Collection Efforts Exhausted
ROLLINS, BRIANNE	\$35.18	Collection Efforts Exhausted
ROMERO, JASON	\$36.61	Collection Efforts Exhausted
ROSE, APRIL	\$577.26	Collection Efforts Exhausted
ROSE, MELODY	\$22.34	Collection Efforts Exhausted
ROSE, TOMMY	\$166.85	Collection Efforts Exhausted
ROSS, KRISTIAN	\$37.08	Collection Efforts Exhausted
ROSS, MICHAEL	\$186.81	Collection Efforts Exhausted
ROSSON, WAYNE	\$219.72	Collection Efforts Exhausted
ROYS, JUNE	\$33.22	Collection Efforts Exhausted
ROZALES, ALLYSA	\$53.65	Collection Efforts Exhausted
RUBY WALKER	\$69.98	Collection Efforts Exhausted
RUBY WALKER	\$1.05	Collection Efforts Exhausted
RUFENACHT, BOB	\$30.69	Collection Efforts Exhausted
S P INVESTMENTS	\$266.45	Collection Efforts Exhausted
SAFEGUARD PROP MNGMNT	\$29.21	Collection Efforts Exhausted
SAGE CREEK MANUFACTURING	\$551.33	Collection Efforts Exhausted
SAGGUS, EDD	\$49.48	Collection Efforts Exhausted
SALAGAR, AESENI	\$45.36	Collection Efforts Exhausted
SALAZAR, ISABELLE	\$283.31	Collection Efforts Exhausted
SAMPLE, CLINT	\$29.60	Collection Efforts Exhausted
SAMPLE, CLINT	\$22.20	Collection Efforts Exhausted
SANCHEZ, CARMEN	\$139.03	Collection Efforts Exhausted
SANDOVAL, VANESSA	\$21.22	Collection Efforts Exhausted
SANDOVAL, VICKI OR CHRIS	\$35.54	Collection Efforts Exhausted
SANJAVIER, EDWIN	\$23.29	Collection Efforts Exhausted
SARDELLA, MONIQUE	\$168.64	Collection Efforts Exhausted

SARGENT, KAYCEE	\$149.24	Collection Efforts Exhausted
SASSE, JEFF	\$502.60	Collection Efforts Exhausted
SAYLES, TY	\$229.65	Collection Efforts Exhausted
SAYLES, VICKI	\$127.75	Collection Efforts Exhausted
SCARPELLINO, LANCE	\$21.08	Collection Efforts Exhausted
SCHENDZIELOS, CHARLES	\$29.83	Collection Efforts Exhausted
SCHERK, NICOLE	\$148.33	Collection Efforts Exhausted
SCHIRMER, CHRISTOPHER	\$45.35	Collection Efforts Exhausted
SCHWAPPACH, ANTHONY	\$16.43	Collection Efforts Exhausted
SCIFFERS, LELAND	\$66.58	Collection Efforts Exhausted
SCOTT, BRANDY	\$83.83	Collection Efforts Exhausted
SEABERG, RANDY	\$348.50	Collection Efforts Exhausted
SEARS, LISA	\$1,272.22	Collection Efforts Exhausted
SECREST, ROBERT	\$23.78	Collection Efforts Exhausted
SEDAR, MARTHA	\$75.33	Collection Efforts Exhausted
SEEFELD, SHELEE	\$7.77	Collection Efforts Exhausted
SELLARS, JILL	\$258.33	Collection Efforts Exhausted
SELLARS, JILL	\$214.65	Collection Efforts Exhausted
SENA, NICOLE	\$118.64	Collection Efforts Exhausted
SENTERS, BURL	\$29.07	Collection Efforts Exhausted
SHAFFER, DERRICK	\$353.95	Collection Efforts Exhausted
SHAFFER, TIFFANY	\$27.20	Collection Efforts Exhausted
SHARP, LACEY	\$29.59	Collection Efforts Exhausted
SHEAR, JENNA	\$23.57	Collection Efforts Exhausted
SHED, JOSEPH	\$19.26	Collection Efforts Exhausted
SHELLY WARE	\$70.28	Collection Efforts Exhausted
SHELLY WARE	\$1.05	Collection Efforts Exhausted
SHEPPERSON, NANCY	\$197.73	Collection Efforts Exhausted
SHERLEY, SHERI A	\$122.72	Collection Efforts Exhausted
SHIELDS, MICHAEL	\$32.51	Collection Efforts Exhausted
SHOLES, TISH	\$258.49	Collection Efforts Exhausted
SIEGRIST, ALEANNA	\$89.65	Collection Efforts Exhausted
SIMMONS, MIKE	\$107.33	Collection Efforts Exhausted
SIMS, JIM	\$222.64	Collection Efforts Exhausted
SIMS, JIM	\$67.25	Collection Efforts Exhausted
SISSY'S CAFE	\$247.91	Collection Efforts Exhausted
SKAJ, KEVIN	\$387.37	Collection Efforts Exhausted
SLAGLE, NICOLE	\$116.89	Collection Efforts Exhausted
SLATER, LINDA	\$119.94	Collection Efforts Exhausted
SLATER, LINDA	\$6.41	Collection Efforts Exhausted
SMEAD, TIMOTHY	\$66.15	Collection Efforts Exhausted
SMILEY, WILLIAM	\$81.15	Collection Efforts Exhausted
SMITH, BRANDI	\$155.03	Collection Efforts Exhausted
SMITH, BRENDEN	\$60.18	Collection Efforts Exhausted
SMITH, DANETTE	\$278.34	Collection Efforts Exhausted
SMITH, DOUGLAS M.	\$288.99	Collection Efforts Exhausted
SMITH, IVY	\$48.44	Collection Efforts Exhausted



SMITH, JAKE	\$403.65	Collection Efforts Exhausted
SMITH, JUSTINE	\$115.69	Collection Efforts Exhausted
SMITH, KEITH	\$97.44	Collection Efforts Exhausted
SMITH, KIMBERLY	\$75.43	Collection Efforts Exhausted
SMITH, LISA	\$135.32	Collection Efforts Exhausted
SMITH, NICHOLAS JORDON	\$45.52	Collection Efforts Exhausted
SMITH, RACHEL	\$177.44	Collection Efforts Exhausted
SMITH, SCIPPIO	\$215.78	Collection Efforts Exhausted
SMITH, SHAWN A.	\$336.90	Collection Efforts Exhausted
SNELGROVE, CRYSTAL	\$87.60	Collection Efforts Exhausted
SNIDER, DEANGELA	\$280.55	Collection Efforts Exhausted
SOLBERG, JESSE	\$301.37	Collection Efforts Exhausted
SORDAHL, TERRANCE	\$39.22	Collection Efforts Exhausted
SORENSEN, JENIFER	\$86.37	Collection Efforts Exhausted
SORTEBERG, HEATHER	\$104.56	Collection Efforts Exhausted
SPRINGER, MICHELLE	\$146.25	Collection Efforts Exhausted
ST GERMAINE, ARLYNE K	\$81.29	Collection Efforts Exhausted
ST. GERMAINE, MSHELLE	\$50.16	Collection Efforts Exhausted
STANFORD, CECILIA	\$74.10	Collection Efforts Exhausted
STEELE, ANDREW	\$169.54	Collection Efforts Exhausted
STEGER, TALITHA	\$47.91	Collection Efforts Exhausted
STEINMETZ, JEREMY	\$247.36	Collection Efforts Exhausted
STEPHENS, BRANDON	\$282.30	Collection Efforts Exhausted
STEPP, ERIN	\$23.88	Collection Efforts Exhausted
STERLING HOTEL	\$3,752.08	Collection Efforts Exhausted
STEVENS, ANGELA	\$49.36	Collection Efforts Exhausted
STEWART, GLORIA	\$224.96	Collection Efforts Exhausted
STEWART, RICHARD	\$97.11	Collection Efforts Exhausted
STGELAIS, DREW	\$142.45	Collection Efforts Exhausted
STILES, DEAN	\$123.96	Collection Efforts Exhausted
STOCKMAN, LANCE	\$44.94	Collection Efforts Exhausted
STODDARD, MONTE	\$27.20	Collection Efforts Exhausted
STOKES, ROSS	\$211.41	Collection Efforts Exhausted
STONE, NATHAN	\$174.73	Collection Efforts Exhausted
STONE, SABRINA	\$32.17	Collection Efforts Exhausted
STUBBS, ZACHARY	\$23.29	Collection Efforts Exhausted
STUTTE, NATHAN	\$0.10	Collection Efforts Exhausted
SUAZO, HOLLY	\$354.24	Collection Efforts Exhausted
SULLIVAN, ALYSHA	\$178.07	Collection Efforts Exhausted
SULLIVAN, TONYA	\$194.97	Collection Efforts Exhausted
SULZLE, QUINTON	\$10.12	Collection Efforts Exhausted
SUMMERFORD, MICHAEL	\$62.81	Collection Efforts Exhausted
SUMMERS, LAVOIA	\$207.03	Collection Efforts Exhausted
SUTHERLAND, ANTHONY	\$57.91	Collection Efforts Exhausted
SUTHERLAND, HAROLD W	\$96.00	Collection Efforts Exhausted
SWANK, AUSTIN	\$162.10	Collection Efforts Exhausted
SWARTZ, CAROL	\$33.34	Collection Efforts Exhausted

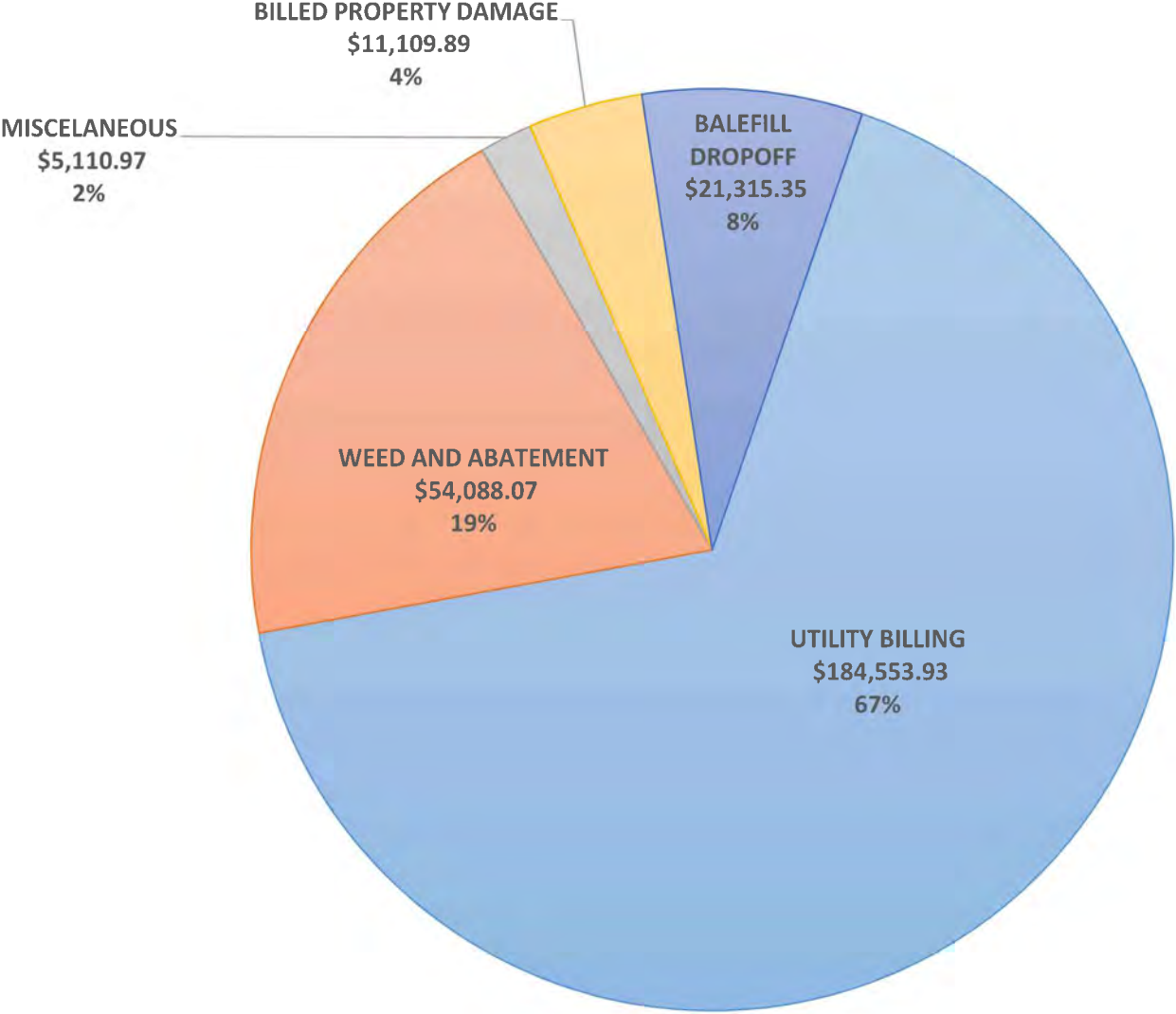
SYVERSON, CHRIS	\$243.56	Collection Efforts Exhausted
T H HOSPITALITY SVC LLC	\$2,450.00	Collection Efforts Exhausted
TADDEI, JUSTIN	\$156.37	Collection Efforts Exhausted
TALARICO, JACOB	\$558.21	Collection Efforts Exhausted
TALMAGE, FRANKLIN	\$326.75	Collection Efforts Exhausted
TANFIELD, CRYSTAL	\$150.31	Collection Efforts Exhausted
TANNER, DANNY	\$0.20	Collection Efforts Exhausted
TANNER, MICHAEL	\$109.33	Collection Efforts Exhausted
TANNER, MICHELLE	\$64.68	Collection Efforts Exhausted
TASSEY, EASMA	\$92.22	Collection Efforts Exhausted
TAYLOR-WINDSOR, GEORGE	\$22.19	Collection Efforts Exhausted
TEASLEY, SHARON	\$52.50	Collection Efforts Exhausted
TEGENU, SOLOMON	\$360.54	Collection Efforts Exhausted
TEMPLEMAN, MICHAEL	\$97.15	Collection Efforts Exhausted
TERRUSI, NANCY	\$136.84	Collection Efforts Exhausted
THEURER, BONNIE	\$211.58	Collection Efforts Exhausted
THIBAUT, JAYLYNN	\$139.10	Collection Efforts Exhausted
THOMAS, CYNDI	\$31.89	Collection Efforts Exhausted
THOMAS, MATTHEW	\$85.54	Collection Efforts Exhausted
THOMAS, MICKY	\$47.43	Collection Efforts Exhausted
THOMPSON, WILLIAM	\$205.15	Collection Efforts Exhausted
THORPE, ROCKY	\$126.56	Collection Efforts Exhausted
THRIFTY DS 2ND HAND STORE	\$132.92	Collection Efforts Exhausted
THROCKMORTON, ERIN	\$2.58	Collection Efforts Exhausted
THURSTON, STACIE	\$40.15	Collection Efforts Exhausted
TILLMAN, JIM	\$369.68	Collection Efforts Exhausted
TILTON, BRANDON	\$1,185.05	Collection Efforts Exhausted
TIMBERMAN, CHRIS	\$31.08	Collection Efforts Exhausted
TJ MILLER	\$313.97	Collection Efforts Exhausted
TJ MILLER	\$4.71	Collection Efforts Exhausted
TOBIN, TANYA	\$101.19	Collection Efforts Exhausted
TODD SALISBURY	\$96.89	Collection Efforts Exhausted
TODD SALISBURY	\$1.45	Collection Efforts Exhausted
TOON, ASHLEY	\$234.71	Collection Efforts Exhausted
TOROK, KRISTA	\$444.91	Collection Efforts Exhausted
TOTAL DEVELOP CORP	\$243.71	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$302.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$269.78	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$239.23	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$234.06	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$233.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$233.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$212.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$212.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$211.97	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$203.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$203.00	Collection Efforts Exhausted

TOTAL DEVELOPMENT CORPORATION	\$188.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$188.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$161.21	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$154.16	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$137.71	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$89.30	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$49.35	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$14.00	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$11.47	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$11.46	Collection Efforts Exhausted
TOTAL DEVELOPMENT CORPORATION	\$8.17	Collection Efforts Exhausted
TOWE, BRITTNEY	\$0.22	Collection Efforts Exhausted
TREJO, JESSICA	\$377.31	Collection Efforts Exhausted
TRICKETT, JESSICA	\$31.84	Collection Efforts Exhausted
TROSPER, JAMES	\$17.86	Collection Efforts Exhausted
TROST, NATHAN	\$26.10	Collection Efforts Exhausted
TRUJILLO, KARLI	\$167.76	Collection Efforts Exhausted
TUCKER, JOSHUA	\$16.56	Collection Efforts Exhausted
TURVILLE, FRANCIS	\$259.94	Collection Efforts Exhausted
TY SAYLES	\$162.00	Collection Efforts Exhausted
TY SAYLES	\$2.43	Collection Efforts Exhausted
TYNER, KEITH	\$21.70	Collection Efforts Exhausted
TYSON, ADAM	\$22.36	Collection Efforts Exhausted
UNDERDAHL, BRIAN	\$43.68	Collection Efforts Exhausted
UNDERWOOD, CRYSTAL	\$269.22	Collection Efforts Exhausted
UNDERWOOD, RAY	\$76.97	Collection Efforts Exhausted
UNDERWORLD HALLOWEEN	\$1.41	Collection Efforts Exhausted
VALDEZ, ANGEL	\$229.01	Collection Efforts Exhausted
VALDIVIEZO, RUBEN	\$154.85	Collection Efforts Exhausted
VALENCIA, LAWRENCE	\$159.58	Collection Efforts Exhausted
VALENTINO (VAL)W AGUILAR & ANDREA HENNING	\$36.73	Collection Efforts Exhausted
VAN NORMAN, JASON	\$64.72	Collection Efforts Exhausted
VANCLEVE, ELAINE	\$164.57	Collection Efforts Exhausted
VANCOILLIE, TODD	\$42.91	Collection Efforts Exhausted
VANDEMERWE, JOSH	\$29.97	Collection Efforts Exhausted
VANGORDER, DENA	\$207.84	Collection Efforts Exhausted
VANISHA WILLIAMS	\$319.41	Collection Efforts Exhausted
VANOVEN, AMANDA	\$355.86	Collection Efforts Exhausted
VASQUEZ, DAVID	\$104.83	Collection Efforts Exhausted
VEEDER, JASON	\$354.66	Collection Efforts Exhausted
VEGA, ADRIAN	\$106.80	Collection Efforts Exhausted
VEGA, RICHARD	\$68.23	Collection Efforts Exhausted
VELASQUEZ, MARYAH	\$93.42	Collection Efforts Exhausted
VELLA, CHRISTOPHER	\$155.64	Collection Efforts Exhausted
VERLEY, CHRIS	\$298.77	Collection Efforts Exhausted
VERONICA MARTINEZ	\$71.59	Collection Efforts Exhausted
VERONICA MARTINEZ	\$1.38	Collection Efforts Exhausted

VETTEN, GINA	\$7.04	Collection Efforts Exhausted
VINCENT, SUSAN	\$64.73	Collection Efforts Exhausted
VINES, ANDREW	\$217.57	Collection Efforts Exhausted
VIRACHAK, SONBOUNE	\$133.69	Collection Efforts Exhausted
VOET-FURLEY, CHERYL	\$88.79	Collection Efforts Exhausted
VOGELSANG, RODNEY	\$84.77	Collection Efforts Exhausted
VOIGHT, ADAM	\$127.83	Collection Efforts Exhausted
VOIGHT, RECIE	\$172.14	Collection Efforts Exhausted
WAATTI, JEROME A	\$125.08	Collection Efforts Exhausted
WADDY, ARRON	\$92.14	Collection Efforts Exhausted
WAHILANI, DANYEL	\$130.12	Collection Efforts Exhausted
WAITE, CORINNA	\$28.45	Collection Efforts Exhausted
WALLACE, DEDE	\$31.26	Collection Efforts Exhausted
WALLACE, MARK	\$224.46	Collection Efforts Exhausted
WALSH, JESSICA	\$33.44	Collection Efforts Exhausted
WALTZ, BRYON	\$376.79	Bankruptcy
WAMBE, JASON	\$226.47	Collection Efforts Exhausted
WARE, SHELLY	\$322.94	Collection Efforts Exhausted
WARREN, CEILA	\$59.38	Collection Efforts Exhausted
WASATCH RAILCAR REPAIR	\$4,024.51	Collection Efforts Exhausted
WATSON, EDWARD	\$47.82	Collection Efforts Exhausted
WEATHERLY CHERRY, DEBORAH	\$45.92	Collection Efforts Exhausted
WEATHERLY, DANIEL	\$118.55	Collection Efforts Exhausted
WEAVER, TIM L.	\$407.30	Collection Efforts Exhausted
WEBER, NEAL	\$19.57	Collection Efforts Exhausted
WEBSTER, MERVYN	\$94.38	Collection Efforts Exhausted
WECKWERTH, DARIAN	\$17.67	Collection Efforts Exhausted
WEGNER, DAWNA	\$303.55	Collection Efforts Exhausted
WEISZ, JASON	\$9.28	Collection Efforts Exhausted
WELLS, THOMAS	\$7.27	Collection Efforts Exhausted
WESTFALL, STEVEN	\$16.74	Collection Efforts Exhausted
WESTWOOD, BRADY	\$88.69	Collection Efforts Exhausted
WHETHAM, TIMOTHY	\$106.93	Collection Efforts Exhausted
WHITAKER, JEFFERY	\$115.13	Collection Efforts Exhausted
WHITE, LAWRENCE	\$371.54	Collection Efforts Exhausted
WHITLATCH, ISAAC	\$713.75	Collection Efforts Exhausted
WHITNEY, MELISSA	\$141.48	Collection Efforts Exhausted
WICKHAM, JERRY L	\$136.02	Collection Efforts Exhausted
WICKHAM, TERI	\$311.54	Collection Efforts Exhausted
WICKISER, EMMY	\$45.14	Collection Efforts Exhausted
WILKERSON, ROSS	\$30.93	Collection Efforts Exhausted
WILKINSON, RICHARD	\$129.59	Collection Efforts Exhausted
WILLIAMS, CRYSTAL	\$109.87	Collection Efforts Exhausted
WILLOW, WOLFE	\$122.54	Collection Efforts Exhausted
WILSON, BOBBY	\$7.08	Collection Efforts Exhausted
WILSON, DANA	\$35.50	Collection Efforts Exhausted
WILSON, DANIEL	\$231.55	Collection Efforts Exhausted

WIND RIVER MINING	\$126.79	Collection Efforts Exhausted
WINGROVE, ERIC	\$88.11	Collection Efforts Exhausted
WOGAN, DRYDEN	\$645.87	Collection Efforts Exhausted
WOOD, SHAN	\$224.10	Collection Efforts Exhausted
WOODFIELD, SHELLEY	\$54.53	Collection Efforts Exhausted
WOODS, CHELSEA	\$252.68	Collection Efforts Exhausted
WRIGHT MASONRY	\$10.57	Collection Efforts Exhausted
WRIGHT, AMBER	\$20.62	Collection Efforts Exhausted
WRIGHT, DALTON	\$61.10	Collection Efforts Exhausted
WRIGHT, SAMMY	\$2,036.49	Collection Efforts Exhausted
WUNCH, KEISHA	\$83.78	Collection Efforts Exhausted
WYOMING HYDRO BLAST LLC	\$16.70	Collection Efforts Exhausted
WYOMING TRADING	\$0.01	Collection Efforts Exhausted
YARBROUGH, ELMER	\$44.36	Collection Efforts Exhausted
YINGLING, SHILOH	\$172.69	Collection Efforts Exhausted
YOHAN, EDITH G	\$179.75	Collection Efforts Exhausted
YOUNG, ANGGIE	\$200.69	Collection Efforts Exhausted
YOUNG, CLIFFORD	\$88.90	Collection Efforts Exhausted
YOUNG, JACKELENE	\$375.24	Collection Efforts Exhausted
YOUNG, MELANIE	\$24.28	Collection Efforts Exhausted
YOUNG-JONES, CHRIS	\$130.47	Collection Efforts Exhausted
ZALDO, JOSE	\$319.51	Collection Efforts Exhausted
ZAVALA, ANGEL	\$314.50	Collection Efforts Exhausted
ZIKER TAXIDERMY	\$67.20	Collection Efforts Exhausted
ZITTERKOPF, ETHAN	\$110.62	Collection Efforts Exhausted
<b>Total</b>	<b>\$276,178.21</b>	

CITY OF CASPER  
ACCOUNTS RECEIVABLE WRITE-OFFS  
AS OF 06/21/22



June 6, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Mid-Size Police Interceptor Utility Vehicle, in the Total Amount of \$47,009.00 for Use by the Casper Police Department.

Meeting Type & Date  
 Regular Council Meeting  
 June 21, 2022

Action type  
 Minute Action

Recommendation  
 That Council, by minute action, authorize the purchase of one (1) new mid-size police interceptor utility vehicle in the total amount of \$47,009.00 for use by the Casper Police Department.

Summary  
 On May 24, 2022 bids were publicly open for one (1) new mid-size police interceptor utility vehicle. One (1) bid was received by local vendor Greiner Motors in Casper, WY. This purchase will replace a police interceptor utility vehicle that was involved in an accident in which the City of Casper's property pool (WARM) has deemed it to be a total loss.

The new police vehicle is scheduled to arrive in four hundred (400) days from order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Mid-Size Police Utility Vehicle	Greiner Ford Casper, WY	\$47,009.00	No Trade	\$47,009.00

The recommended purchase of the Police vehicle meets all of the required specifications for equipment in this application.

Financial Considerations  
 This purchase is funded by the Property and Liability fund.

Oversight/Project Responsibility  
 Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Taylor Gilbert, Police Fleet Coordinator, after the equipment is received.

Attachments  
 Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**235-8410**  
**May 5, 2022**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 11:00 a.m, May 24th , 2022** for the following:

One (1) new **Mid-Size Police Interceptor Utility Vehicle**, to be used in the Casper Police Department;

General  
Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) new **Mid-Size Police Interceptor Utility Vehicle**, to be used in the Casper Police Department. This unit shall be new with less than five hundred (500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

- Three (3) Keys Keyed Alike 1284X (59B) \_\_\_\_\_
- Mileage: 500 Miles or Less (New) \_\_\_\_\_
- 3.0L EcoBoost with 10-Speed Automatic Transmission (99C or Equal) \_\_\_\_\_
- Noise-Suppression Bonds (60R or Equal) \_\_\_\_\_
- Underbody Deflector Plate (76D or Equal) \_\_\_\_\_
- Royal Blue Clear Coat Metallic or Equal Code LM \_\_\_\_\_
- Certified Police Service Package (500A or Equal) \_\_\_\_\_
- Front Console Mounting Plate Delete (85D or Equal) \_\_\_\_\_
- Hidden Door-Lock Plungers with Rear-Door Controls Inoperable (52P or Equal) \_\_\_\_\_
- Heated Sideview Mirrors (549 or Equal) \_\_\_\_\_
- Dark Car Feature (43D or Equal) \_\_\_\_\_
- Dome Light – Red/White (17T or Equal) \_\_\_\_\_



Front Headlamp Lighting Solution (66A or Equal) \_\_\_\_\_

Taillamp Housing (86T or Equal) \_\_\_\_\_

Tail Lamp Lighting Solution (66B or Equal) \_\_\_\_\_

Rear Lighting Solution (66C or Equal) \_\_\_\_\_

Police Wire Harness Connector Kit – Front  
And Rear (67V or Equal) \_\_\_\_\_

Spot Lamp LED Bulb, Unity (51R or Equal) \_\_\_\_\_

100-Watt Siren/Speaker (18X or Equal) \_\_\_\_\_

Back up Camera in rear view mirror (87R or Equal) \_\_\_\_\_

Reverse Sensing System (76R or Equal) \_\_\_\_\_

Police Perimeter Alert (68B or Equal) \_\_\_\_\_

Rear Camera on Demand (19V or Equal) \_\_\_\_\_

Rear Auxiliary Climate Control (Code 17A) \_\_\_\_\_

5 Year 100,000 Mile Power Train Warranty  
(Cost of Extended Warranty to Match) \_\_\_\_\_

Selling Dealer Must be Able to Pick Up  
and Warranty Repairs within 48hrs  
NO EXCEPTIONS \_\_\_\_\_

Fuel Tank to be Full at Delivery with  
Unleaded at Minimum 85% Octane \_\_\_\_\_

Copy of Order Confirmation to be provided  
upon Completion of Order  
Original titles to be delivered to 1800 E. "K"  
Street, Casper, WY 82601, within 30 days  
of Vehicle Delivery  
Title to be made out as: City of Casper,  
200 N. David, Casper, WY 82601. \_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601.  
Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) NEW MID-SIZE POLICE UTILITY VEHICLE,  
FOR THE  
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 5, 2022.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

I. Price bid for one each new Mid-Size Police Utility Vehicle, as specified \$ \_\_\_\_\_

III. NET COST TO THE CITY:  
(Total Price) \$ \_\_\_\_\_

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_ calendar days after award of contract by City Council.

V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) NEW MID-SIZE POLICE UTILITY VEHICLE  
(Approved by the City Attorney, 2014)  
Dated the 5<sup>th</sup> day of May, 2022**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

## **X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

## **XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

### **Statute W.S. 16-6-602:**

#### **16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

#### **W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

## **XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

## **XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

## **XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

June 3, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Light Duty Pickup Truck, Crew Cab, Short Bed 4X4 in the Total Amount of \$36,842.00, Before Trade, for Use by the Athletics Division of the Parks, Recreation, & Public Facilities Department.

Meeting Type & Date  
Regular Council Meeting  
June 21, 2022

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new light duty pickup truck, crew cab, short bed 4X4 in the total amount of \$36,842.00, before trade, for use by the Athletics Division of the Parks, Recreation, & Public Facilities Department.

Summary

On May 24, 2022 bids were publicly open for one (1) new light duty pickup truck for the Athletics Division. Two (2) bids were received from one (1) local vendor, Greiner Ford of Casper, WY. Athletic staff will use the light duty pickup truck for transportation to all baseball, softball, and soccer fields in order to prep, irrigate, and mow. Equipment will be stored in the bed of the truck and the crew cab will allow up to four (4) staff members to travel together. Pickup truck #151560 will be traded in as part of this purchase. Pickup truck #151560 has met all criteria for replacement with age (2003), mileage (74,500), and maintenance charges (\$26,525.00).

The new pickup truck is scheduled to arrive in five hundred (500) days from order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week, for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) Light Duty Pickup Truck W/ Abel upfit	Greiner Ford Casper, WY	\$36,842.00	\$1,085.00	\$35,757.00
(2) Light Duty Pickup Truck W/ ATEC upfit	Greiner Ford Casper, WY	\$38,339.00	\$1,085.00	\$37,254.00

The recommended purchase of the light duty pickup truck from Greiner Ford of Casper, WY with an Abel upfit meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Phil Moya, Recreation Manager, after the equipment is received.

Attachments

Bid Specifications



**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
May 6, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 11:00 a.m., May 24, 2022** for the following:

One (1) New **Light Duty Pickup Truck, Crew Cab, Short Bed 4x4**, to be used by the Recreation Division of the Parks and Recreation Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Light Duty Pickup Truck, Crew Cab, Short Bed 4x4**, to be used by the Recreation Division. This unit shall be new with less than fifteen hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Pickup Truck – Ford Ranger or Chevrolet Colorado or Approved Equal**

American Manufacturer	_____
Two sets of keys	_____
Mileage: 1500 miles or less	_____
Automatic Transmission	_____
Power Steering	_____
Tilt Steering Wheel	_____
Power Brakes	_____
Power Windows	_____
Power Door Locks	_____
Crew Cab	_____
Short Bed with factory spray liner (optional). Provide cost for this option	_____

Four Wheel Drive \_\_\_\_\_

Electronic shift on the fly \_\_\_\_\_

Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread \_\_\_\_\_

Spare Tire & Wheel to include Jack & Lug Wrench \_\_\_\_\_

AM/FM Radio with Bluetooth Factory Installed \_\_\_\_\_

Heater/Defroster \_\_\_\_\_

Current Model Year Emissions Compliant Gas Engine \_\_\_\_\_

Factory Air Conditioning \_\_\_\_\_

Intermittent Wipers \_\_\_\_\_

Engine Block Heater \_\_\_\_\_

Permanent anti-freeze protection to minus 30 degrees F. \_\_\_\_\_

Factory installed back up camera and sensors \_\_\_\_\_

Manufacturer's standard single color, white \_\_\_\_\_

Four-wheel anti-lock braking system \_\_\_\_\_

Cloth seats, matching trim throughout in Standard color, Steel or equivalent \_\_\_\_\_

Heavy Duty Vinyl Flooring throughout \_\_\_\_\_

OEM heavy duty rubber floor mats \_\_\_\_\_

**Options**

Factory side steps or running boards installed \_\_\_\_\_

Headache Rack installed for protection of back window and low profile beacon light, Federal Signal part number 454201HL-25, mounted on the headache rack of bed wired to a spare upfitter switch \_\_\_\_\_

Locking aluminum tool box installed behind rear window across the bed. Size to fit accordingly to truck bed and in accordance to weight. \_\_\_\_\_

5 Year 60,000 Mile Power Train Warranty minimum

\_\_\_\_\_

All warranties to begin upon delivery of vehicle

\_\_\_\_\_

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

\_\_\_\_\_

Copy of Order Confirmation to be provided upon Completion of the order.

\_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel - Minimum of 85 Octane or required octane for engine as stated by manufacturer.

\_\_\_\_\_

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

\_\_\_\_\_

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

\_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) NEW LIGHT DUTY PICKUP TRUCK, CREW CAB, SHORT BED 4x4  
FOR THE PARKS DIVISION OF THE PARKS AND RECREATION DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 6, 2022.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for One (1) new light duty crew cab pickup 4x4 with short bed as specified \$ \_\_\_\_\_
- II. Price for optional bed spray liner \$ \_\_\_\_\_
- III. Price for optional running boards or side steps \$ \_\_\_\_\_
- IV. Price for Headache rack w/beacon light installed \$ \_\_\_\_\_
- V. Price for tool box behind rear window \$ \_\_\_\_\_
- VI. Trade-in allowance for Unit 151560 \$ \_\_\_\_\_
- VII. NET COST TO THE CITY (Total Price): \$ \_\_\_\_\_
- VIII. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.
- IX. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) NEW LIGHT DUTY PICKUP TRUCK CREW CAB SHORT  
BED 4x4**

**(Approved by the City Attorney, 2014)**

**Dated the 6th Day of May, 2022**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.



**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

June 3, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorize the Purchase of One (1) New One-Ton Pickup Truck, Extended Cab with Service Body and Crane in the Total Amount of \$93,026.00, Before Trade, for Use by the Sanitary Sewer/Stormwater Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
June 21, 2022

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one-ton pickup truck, extended cab with service body and crane in the total amount of \$93,026.00, before trade, for use by the Sanitary Sewer/Stormwater Division of the Public Services Department.

Summary

On May 24, 2022 bids were publicly open for one (1) new one-ton pickup truck with service body and crane. Two (2) bids were received from one (1) local vendor, Greiner Ford of Casper, WY. Wastewater staff will use the service truck to maintain and repair infrastructure, not only in the stormwater facility, but also around the city. There are also various sized booster pumps in small buildings throughout the city that need to be lifted out by the crane and have maintenance performed routinely. Service truck #660230 will be traded in as part of this purchase. Service truck #660230 has met all criteria for replacement with age (2011), mileage (67,500), and maintenance charges (\$28,525.00).

The new pickup truck is scheduled to arrive in five hundred (500) days from order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week, for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) One-Ton Pickup Truck W/ Abel upfit	Greiner Ford Casper, WY	\$93,026.00	\$11,750.00	\$81,276.00
(2) One-Ton Pickup Truck W/ ATEC upfit	Greiner Ford Casper, WY	\$101,222.00	\$11,750.00	\$89,472.00

The recommended purchase of the one-ton pickup truck from Greiner Ford of Casper, WY with an Abel upfit meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Krista Johnston, Sanitary Sewer/Stormwater Manager, after the equipment is received.

Attachments

Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**May 6, 2022**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 11:00 a.m., May 24, 2022** for the following:

One (1) new **1 Ton Extended Cab Pickup Truck with Service Body and Crane**, to be used in the Waste Water Collections Division of the Public Services Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One 1 Ton Extended Cab Pickup Truck with Service Body and Crane**, to be used in the Waste Water Collections Division of the Public Services Department. This unit shall be new with less than One Thousand Five hundred (1500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Cab and Chassis:**

- American Manufacturer \_\_\_\_\_
- Three sets of keys \_\_\_\_\_
- Mileage: 1500 Miles or Less (New) \_\_\_\_\_
- GVWR 14,000 Minimum \_\_\_\_\_
- Wheelbase – 180” Minimum \_\_\_\_\_
- Dual Rear Wheels \_\_\_\_\_
- Cab to axle – 60” \_\_\_\_\_
- Cab – Extended \_\_\_\_\_
- Four Wheel Drive \_\_\_\_\_
- Automatic Transmission \_\_\_\_\_
- Minimum 6.2 L V-8 Gasoline Engine \_\_\_\_\_
- Minimum 175 amp alternator \_\_\_\_\_
- Permanent anti-freeze protection to minus 30 degrees F. \_\_\_\_\_

Tires/wheels – Radial ply tires as required for GVWR, 5  
Tires and wheels, all season, all terrain tread

---

Manufacturer’s standard single color, white

---

Power Steering

---

Tilt Steering Wheel

---

Four wheel anti-lock braking system

---

Power Windows

---

Power Door Locks

---

Power Mirrors

---

Back up camera system installed, camera and lead  
Provided by truck manufacturer for installation with body

---

Backup Alarm

---

Heavy Duty Vinyl Flooring throughout

---

OEM heavy duty rubber floor mats

---

Vinyl seats, matching trim throughout in standard  
Color, Steel or equivalent

---

Factory Air Conditioning

---

Heater/Defroster

---

Upfitter Switches for Accessories

---

AM/FM Radio with Bluetooth factory installed

---

Trailer/tow package

---

Factory installed trailer brake controller

---

7 Wire Trailer Plug Installed

---

Running boards

---

Jack and lug wrench

---

5 Year 60,000 Mile Power Train Warranty

---

**Body and Accessories:**

**To be comparable or equal to 108”  
Reading Classic II or Knapeide 6108-2**

Standard 40” service body boxes with adjustable Shelving

Work bench bumper (bumper to have a 10”h x 12”w Step, access door on each side of bumper, 3 point Access, strobe lights, and work area flood lights.)

Drivers side front compartment to be set up with 3” Tool drawers with vertical dividers including locking Mechanism.

All cabinets to include LED strip lighting.

1 3-4 shovel/tool holder to be installed on inside Of body.

Manual outriggers

Low profile beacon light, Federal Signal part number 454201HL-25, mounted on the cab protector of bed & wired to a spare upfitter switch

Mud flaps mounted behind rear wheels

Four Maxxima 6 LED Surface Mount Emergency Warning Lights, white/amber clear lens or approved equal. (2) mounted in the front grill and (2) mounted at rear of service body. All (4) attached to lighted switch in cab

Rear receiver hitch & 7 prong plug

**4000 LBS. Electric/ Hydraulic Crane with 20’ boom length & Installation**

Electric over hydraulic controls

Reinforced body in right rear corner to support 4000Lbs crane tied to substructure.

Handheld FM wireless controller

Manual in/out up/down outrigger assembly tied into sub structure of bed and chassis Installation included

Springs to be upgrade as required for

4000 Lbs. Crane installation.

\_\_\_\_\_

**General:**

Selling Dealer Must be able to pick up and warranty repairs within 48hrs NO EXCEPTIONS

\_\_\_\_\_  
\_\_\_\_\_

Fuel Tank to be full at delivery with Unleaded at minimum 85% Octane

\_\_\_\_\_  
\_\_\_\_\_

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All warranties to begin upon delivery of fully assembled vehicle

\_\_\_\_\_  
\_\_\_\_\_

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery  
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING**  
**One (1) ONE TON EXTENDED CAB PICKUP TRUCK WITH SERVICE BODY & CRANE,**  
**FOR THE**  
**WASTE WATER COLLECTIOS DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Company Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated May 6, 2022.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for one new One-Ton Pickup, including Additional Features and Accessories, as specified \$ \_\_\_\_\_
- II. Trade in allowance for unit 660230. Contact David at wastewater for viewing \$ \_\_\_\_\_
- III. NET COST TO THE CITY:  
(Total Price) \$ \_\_\_\_\_
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_ calendar days after award of contract by City Council.
- V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) ONE TON EXTENDED CAB PICKUP TRUCK WITH  
SERVICE BODY & CRANE  
(Approved by the City Attorney, 2014)  
Dated the 6 day of May, 2022.**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**


In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the

parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

June 8, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Rejection of Bids for the Paradise Valley to Robertson Road Trail, Project No. 19-074.

**Meeting Type & Date**

Regular Council Meeting  
June 21, 2022

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, reject all bids received for the Paradise Valley to Robertson Road Trail, Project No. 19-074.

**Summary**

On Wednesday, June 8, 2022, one (1) bid was received for the Paradise Valley to Robertson Road Trail, Project No. 19-074. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
<b>S&amp;S Builders, LLC</b>	<b>Gillette, WY</b>	<b>\$2,246,256.00</b>

The estimate prepared by the City's Consultant, HDR Engineering (HDR), was \$1,127,417.69.

HDR and City staff have reviewed the bid and recommend rejection of the bid from S&S Builders, LLC, as it significantly exceeds the available funding. The available budget was from the Wyoming Department of Transportation FY2021 Transportation Alternative Program funding and the One Cent #14, One Cent #15, and One Cent #16 Optional Sales Tax Funds allocated to the Platte River Trails Trust.

**Financial Considerations**

N/A

**Oversight/Project Responsibility**

Terry Cottenoir, Engineering Technician, Public Services Department.

**Attachments**

Bid Rejection Recommendation Letter from HDR Engineering, dated June 8, 2022.



June 9, 2022

Mr. Terry Cottenoir  
Engineering Technician  
City of Casper  
200 North David Street,  
Casper, WY 82601

Project: Paradise Valley to Robertson Road Trail Project

RE: Letter of Recommendation Based on Bid Opening

Dear Mr. Cottenoir:

The bid opening for the above-mentioned project was held at 11:00 AM Wednesday, June 8, 2022, electronically through the QWEST bidding program. There was one (1) bidder on the project, S&S Builders, LLC.

The bid for the project ranked as follows:

Bidder	Total Bid as Submitted
S & S Builders, LLC	\$ 2,246,256.00
Engineer's Estimate (with contingency)	\$1,295,085.92

**EVALUATION OF BIDS:**

In evaluation of the unit prices for each bid item, most of the unit prices submitted by S & S Builders, LLC are significantly higher than the Engineer's estimate. When compared to other estimates, like the WYDOT Weighted Average Bid Prices, it would appear that prices are high for this bid. Contractors have stated that they do not have room in their 2022 season schedule for the work, which resulted in only 1 bid on the project. HDR closely tracked the supplier costs for the bridge and other construction elements understanding that supply chain delays, inflation on materials and fuel and workforce availability have all created an unstable pricing situation for construction projects. The lack of competition in this bidding event and the current workload of contractors led to increased bid for the project. Based on the evaluation of the bid, and Article 20 of the Instructions to Bidders, HDR recommends rejecting all bids and rebidding the project in fiscal year 2023. Re-bidding mid to late 2022 for construction in 2023 should generate more interest in the project providing increased competition for the bidding process resulting in lower prices more consistent with what has been seen on other projects. HDR is also seeing a decrease in some material and construction costs as supply problems lessen.

If you have any questions or comments concerning this, please call me at 307-228-6019.

Sincerely,  
HDR Engineering, Inc.

Mike Oakley, P.E.  
Project Manager