

# COUNCIL MEETING AGENDA

**Casper City Council**  
**City Hall, Council Chambers**  
**Tuesday, November 1, 2022, 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

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

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

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

## AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE OCTOBER 4, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON OCTOBER 19, 2022

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**Communication Accountability Stewardship Professionalism Efficiency Responsiveness**

4. CONSIDERATION OF MINUTES OF THE OCTOBER 4, 2022 EXECUTIVE SESSION

5. CONSIDERATION OF BILLS AND CLAIMS

6. COMMUNICATIONS

A. From Persons Present

7. ESTABLISH DATE OF PUBLIC HEARING

A. Consent

1. Establish November 15, 2022, as the Public Hearing Date for Consideration of:

- a. **Transfer of Ownership for Retail Liquor License No. 36** From Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street to **Occasions by Cory, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory**, Located at 410 South Ash Street.
- b. An Ordinance Approving a Vacation, Replat, Subdivision Agreement and Zone Change for the **Pasadena Addition**.

8. PUBLIC HEARINGS

A. Ordinance

- 1. An Ordinance Repealing and Replacing Ordinance No. 16-97 Codified as Chapter 8.08, **Private Intrusion Alarms**, of the Casper Municipal Code.
- 2. An Ordinance **Amending Chapter 9.08 – Offenses Against the Person**, of the Casper Municipal Code, to Add Section 9.08.020 “Malicious Harms Based on Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, Gender Expression, National Origin, or Disability.

B. Resolution

- 1. A Resolution Finding Facts Pursuant to Wyoming Statute §15-1-402 Regarding the Annexation of 2.0 Acres Described as Tract 8, **Dowler No. 2 Subdivision**.

9. THIRD READING ORDINANCE

A. An **Annexation of 2.0-Acres described as Tract 8, Dowler No. 2 Subdivision** (3025 Paradise Drive), Establishing the Zoning of Said Parcel as C-2 (General Business), and Rezoning 8.2-acres Described as the **Paradise Acres Addition** (3041 Paradise Drive) as C-2 (General Business)

1. Communications from Persons Present

10. RESOLUTIONS

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A. Consent

1. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.** for the **Water System Updates and Modeling Project**.
2. Authorizing a Contract for Professional Services with **HDR Engineering, Inc.**, for Ongoing Studies, Tasks, and Activities Regarding **Water Rights and Water Supply Activities**.
3. Authorize a Contract for **Outside-City Water and Sewer Service** with **Meador Environmental Consulting, LLC**.
4. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, for Design, Bidding, and Construction Administration Services for the **Wolf Creek Road Improvements**, Project No. 21-066.
5. Authorizing a Contract for Professional Services with **WWC Engineering** for Engineering Services for the **College Drive Improvements**, Project No. 21-060.
6. Authorizing an Agreement with **Hall's Custom Paving and Excavation Inc.**, for the **Transit Facility Parking Improvements**, Project No. 22-040
7. Authorizing an Agreement with **Caspar Building Systems**, for the **MRF Door Repairs**, Project No. 22-076.
8. Authorizing a Contract Between the City of Casper and **Felsburg, Holt, & Ullevig** for the **Casper Area Impact Fee Study**.
9. Authorizing a Contract for Professional Services Agreement with JTL Group Inc, dba **Knife River**, for the **Drill Tower Training Pad**, Project No. 22-059.

11. MINUTE ACTION

A. Consent

1. **Appointing Three (3) New Members to Casper's Council of People with Disabilities** for a Term of Three (3) Years Beginning November 1, 2022.
2. Accepting a **Grant from Rocky Mountain Power Foundation**, in the Amount of \$8,0000, to be Used to Fund Elements of the **First Street Gateway**.

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

13. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION, PERSONNEL & LITIGATION

14. ADJOURNMENT OF REGULAR MEETING

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## Upcoming Council Meetings

### **Regular Council Meetings**

6:00 p.m. Tuesday, November 15, 2022 – Council Chambers

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

### **Work Sessions**

4:30 p.m. Tuesday, November 8, 2022 – Council Meeting Room

4:30 p.m. Tuesday, November 22, 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

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COUNCIL PROCEEDINGS  
Casper City Hall – Council Chambers  
October 4, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:01 p.m., Tuesday, October 4, 2022. Present: Councilmembers McIntosh, Sutherland, Gamroth, Engebretsen, Knell, Cathey, Pollock, Humphrey and Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. REGULAR MEETING MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the September 20, 2022 regular Council meeting, as published in the Casper Star Tribune on September 30, 2022. Motion passed.

3.B. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Pollock to, by minute action, approve the minutes of the September 20, 2022 Executive Session. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Councilmember Sutherland to, by minute action, approve payment of the October 4, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills &amp; Claims 10/04/22</u>		
6HGroup	Goods	704.65
71Const	Goods	76,060.42
ADeniz	Reimb	75.60
AMartinez	Reimb	24.98
AAALndscpng	Services	3,678.48
ACTreeSrvc	Goods	1,500.00
AceHrdwr	Goods	99.88
AhrnRntls	Services	10,060.00
AirInnvtns	Services	570.00
Airgas	Goods	701.62
AllOutFireExt	Goods	159.00
Alsco	Services	1,568.08
AMBI	Services	33.17
AmrTech	Services	1,915.76
Amrgs	Goods	607.67
AntlrWrks	Goods	259.00
AT&T	Services	531.40

AtlntcElctrc	Services	26,059.60
Atlas	Goods	5,461.61
BPitman	Refund	690.00
B&BRbrStmp	Goods	180.45
BrgmEllngsn	Goods	8,911.70
BlkHillsEnrgy	Utilities	8,779.45
BrntagPac	Goods	32,882.20
BobCatOfCspr	Goods	5,114.12
CPritchard	Goods	71.40
CptlBusnsSystem	Services	61.80
CrlnaSftwr	Goods	700.00
CsprElctrc	Services	266.71
CsprNCHealth	Services	870.00
CsprStrTrb	Services	921.08
CsprTire	Services	2,660.00
CsprVtrnry	Services	584.11
CsprWnlsn	Goods	29.47
CntrlPaint&Body	Services	356.60
CntryLnk	Utilities	837.27
ChpmmVldz&Lnsng	Services	6,000.00
CtyCspr	Services	495,739.56
CivilEngnrng	Services	14,922.50
CMITeco	Services	25,513.53
CoastlChmcl	Goods	101.98
CommTech	Services	518.64
Cmtrnx	Goods	717.00
Cnvrngn	Goods	17,229.00
CPU	Goods	2,807.70
CrimeScnInfo	Services	122.00
CrtclRspnsGrp	Goods	14,900.00
CrwnCnstrctn	Services	15,523.00
CunninghamElctrc	Services	2,175.00
DElston	Reimb	30.00
DKpnr	Services	5,719.71
DckrAuto	Services	1,374.60
DnvrIndstrlPmps	Goods	2,776.30
Dscntcell	Services	3,617.20

DPCIndstrs	Goods	11,297.33
EBecher	Reimb	30.00
E&FTowng	Services	490.00
EatonSlS&Svc	Services	185.96
EliteK-9	Goods	2,068.55
EmaintEntrprs	Services	5,792.53
EmrgncyMdel	Services	1,150.00
EnrgyLabs	Services	4,617.00
Enviro&Civil	Services	787.50
ExpSvcs	Services	1,480.72
FHiday	Reimb	102.84
FIB	Goods	273.44
GCBldgSply	Services	750.55
Galls	Goods	266.40
GeosyntcCnsltnts	Services	9,660.51
GeotchEnvrnmntl	Services	130.29
GblSmprsnAssoc	Goods	471.42
GldrAssoc	Services	3,115.51
Grngr	Goods	5,308.24
GrndviewPblshng	Services	52.59
GrnrMotr	Goods	317.04
Hach	Goods	330.98
HDREngnrng	Services	4,392.00
Hollnd&Hart	Services	624.00
Homax	Goods	65,607.63
Hose&RubrSply	Goods	221.00
HubIntlMtn	Goods	2,282.00
InstfrmTchnlgs	Services	162,500.00
IntrdoIntretv	Services	4,500.00
JSponsler	Reimb	150.00
JJKllr&Assoc	Dues	689.00
JonasSftwr	Services	349.00
KrchrNrthAmrc	Goods	314.58
KtlThorstenson	Services	11,515.96
Kinsco	Goods	10,266.38
KnfRvr	Services	6,606.52
KubwtrRes	Goods	7,804.40

LawsnPrdcts	Services	900.00
LtzsAplnc	Goods	879.00
LongBldgTech	Services	454.38
MFraser	Reimb	150.00
MPrice	Services	100.00
MCCI	Services	10,522.05
MidwstLbrtrs	Services	13.00
MLAuto	Services	1,737.78
MoMonTai	Goods	362.50
MoblCncrte	Goods	592.00
MonsnJntrlSrvc	Services	6,087.00
Motn&FlowCntrl	Goods	214.04
MtnStLitho	Services	439.36
MtnStsPipe	Goods	12,872.00
MVIX	Goods	4,544.00
Napa	Goods	71.76
NCHallOfJstcJntPwrsBrd	Services	38,071.23
NJCrmnIntrdc	Services	249.00
Norco	Goods	833.84
NrthrnLights	Services	7,200.00
NWstContr	Goods	1,796.10
PeakGeosltns	Services	38,749.88
Pedens	Goods	1,016.50
Pepsi	Goods	1,754.10
PstlPros	Services	7,067.24
Pwrphn	Services	12,772.48
Prntwrks	Services	35.95
PrfsnlClng	Services	1,395.00
RileyIndstrlSrvc	Services	56,185.85
RckyMtnAirSltns	Goods	10,916.69
RckyMtnPwr	Utilities	183,502.08
RootrSwr	Services	4,110.71
RsnbrMN	Goods	966,779.00
SRedman	Refund	225.00
Sfrlnd	Goods	4,990.80
ShoshneDstrbtng	Goods	1,759.50
SmthPsych	Services	400.00



StOfWyo	Services	156,625.78
StatelineNo7	Services	1,800.00
Stwrt&Stvnsn	Services	1,062.09
SummitFire	Services	370.00
SynrgyPntng	Services	28,262.04
TGollnick	Reimb	96.52
TGarcia	Reimb	140.49
Thtchr	Goods	17,534.97
TretoCnstrctn	Services	69,673.00
TylerTech	Services	241.00
Unifrms2Gear	Goods	1,786.24
VeoliaWtrTchnlgs	Goods	7,578.06
VrznWrsls	Services	742.64
VRC	Services	405.64
WyneColemnConst	Services	7,650.18
WearPrts	Goods	69.43
WstrnBusSoltns	Services	495.00
WstrnMdclAssc	Services	3,075.00
WstrnSign&Design	Services	287.11
WWCEngnrng	Services	12,983.75
WH	Services	3,532.50
Wyo1stAid	Goods	19.48
WyoMchnry	Services	1,491.35
WyoWood'NWrks	Goods	4,999.75
WyoSteel&Rcyclng	Goods	1,750.00
Xerox	Goods	244.36
ZonrSystms	Services	1,228.65
Total		2,834,171.72

5. BRIGHT SPOT – FIRE PREVENTION WEEK

Mayor Pacheco introduced Casper Fire Chief Black and Deputy Fire Chief Garvin to discuss Fire Prevention Week. Mayor Pacheco read and presented a proclamation recognizing October 9, 2022 through October 15, 2022 as Fire Prevention Week.

6. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council were: Steve Freel, 211 W Collins, regarding support for the BearCat vehicle purchase; and Jessica Hastings, 1835 S Chestnut, regarding the WYO Sports Complex lease.

7. ESTABLISH DATES OF PUBLIC HEARING

Moved by Councilmember Humphrey, seconded by Councilmember Pollock, to, by minute action: establish October 18, 2022, as the public hearing date for the consideration of an ordinance repealing and replacing Ordinance No. 16-97 codified as Chapter 8.08, Private Intrusion Alarms, of the Casper Municipal Code. Motion passed.

8. PUBLIC HEARING – MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of new Restaurant Liquor License No. 48 for Bluebird at the Cheese Barrel.

City Attorney Henley entered two (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated September 19, 2022; an affidavit of publication, as published in the Casper Star-Tribune, dated September 27, 2022; and affidavit of website publication, as published on the City of Casper website, dated September 19, 2022; and a liquor license application, filed September 12, 2022. City Manager Napier gave a brief report.

Speaking in favor was: Jacquie Anderson, 544 S Center St. There being no other citizens to speak for or against the issuance of Restaurant Liquor License No. 48, the public hearing was closed.

Moved by Vice Mayor Knell, seconded by Councilmember Sutherland, to, by minute action, authorize the issuance of Restaurant Liquor License No. 48. Councilmembers Pollock and McIntosh abstained from voting. Motion passed.

9.A. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 15-22  
AN ORDINANCE APPROVING A PARTIAL PLAT, VACATION,  
REPLAT, VACATION OF PUBLIC PARKLAND AND A ZONE  
CHANGE FOR THE NORTH PLATTE RIVER.

Councilmember Pollock presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Cathey. Councilmember McIntosh abstained from voting. Motion passed.

9.B. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 16-22  
AN ORDINANCE APPROVING THE ANNEXATION OF 2.0 ACRES  
DESCRIBED AS TRACT 8, DOWLER NO. 2 SUBDIVISION (3025  
PARADISE DRIVE), ESTABLISHING THE ZONING OF SAID  
PARCEL AS C-2 (GENERAL BUSINESS), AND REZONING 8.2-  
ACRES DESCRIBED AS THE PARADISE ACRES ADDITION (3041  
PARADISE DRIVE) AS C-2 (GENERAL BUSINESS).

Vice Mayor Knell presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Engebretsen. Councilmember McIntosh abstained from voting. Motion passed.

10. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 14-22  
AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE  
LEGAL DESCRIPTION OF ORDINANCE NO. 34-19 PERTAINING  
TO THE MISTAKEN INCLUSION, VIA ANNEXATION, OF THE  
WEST HALF OF LOTS 26 & 27, SOUTH GARDEN CREEK ACRES  
NO. 2 ADDITION IN THE CASPER MUNICIPAL LIMITS.

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

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-175

A RESOLUTION AUTHORIZING A CONTRACT FOR  
PROFESSIONAL SERVICES WITH AUTOMATION &  
ELECTRONICS, INC., FOR THE CASPER REGIONAL LANDFILL  
CELL 5 LEACHATE CONTROLS, PROJECT NO. 21-012B.

RESOLUTION NO. 22-176

A RESOLUTION AUTHORIZING A CONTRACT FOR  
PROFESSIONAL SERVICES WITH LONG BUILDING  
TECHNOLOGIES, INC., FOR CONSTRUCTION SERVICES FOR  
THE FORD WYOMING CENTER FLUE REPLACEMENT, PROJECT  
NO. 22-058.

RESOLUTION NO. 22-177

A RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE  
AGREEMENT WITH THE NATRONA COUNTY BOARD OF  
COUNTY COMMISSIONERS FOR SANITARY SEWER MAIN  
WORK.

RESOLUTION NO. 22-178

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE  
CONTRACT FOR PROFESSIONAL SERVICES WITH DYNAMIC  
CONTROLS INCORPORATED FOR INSTALLATION AND  
PROGRAMMING OF ACCESS CONTROL ON SELECT DOORS AT  
THE FORD WYOMING CENTER.

RESOLUTION NO. 22-179

A RESOLUTION AUTHORIZING THE RELEASE OF A LOCAL  
ASSESSMENT DISTRICT (LAD) LIEN, LAD 156, REGARDING 1818  
FETTERMAN AVE, CASPER, WYOMING.

RESOLUTION NO. 22-180

A RESOLUTION AUTHORIZING THE RELEASE OF A LOCAL  
ASSESSMENT DISTRICT LIEN 1517 FREMONT AVE, CASPER,  
WYOMING.

RESOLUTION NO. 22-181

A RESOLUTION AUTHORIZING A MEMORANDUM OF  
UNDERSTANDING CONCERNING METRO ANIMAL SHELTER

SERVICES BETWEEN CITY OF MILLS, WYOMING, AND THE CITY OF CASPER, WYOMING.

RESOLUTION NO. 22-182

A RESOLUTION ESTABLISHING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND NATRONA COUNTY PUBLIC LIBRARY FOR A STORYWALK.

RESOLUTION NO. 22-183

A RESOLUTION AUTHORIZING A GROUND LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND WYO COMPLEX, A WYOMING NON-PROFIT CORPORATION.

RESOLUTION NO. 22-184

A RESOLUTION AUTHORIZING A RIGHT-OF-WAY EASEMENT WITH ROCKY MOUNTAIN POWER FOR NATRONA COUNTY SCHOOL DISTRICT TENNIS FACILITY.

Councilmember Engebretsen presented the foregoing ten (10) resolutions for adoption. Seconded by Councilmember McIntosh. Motion passed.

12.A. MINUTE ACTION– NON-CONSENT

Moved by Vice Mayor Knell, seconded by Councilmember Engebretsen, to, by minute action, authorize the purchase of one (1) Lenco BearCat armored tactical rescue vehicle.

Councilmembers discussed their support for the purchase and the safety benefits it may provide. Councilmember Gamroth explained that he did not support the purchase due to lack of data on the benefits.

Councilmember Gamroth voted nay on the motion and all other Councilmembers voted aye. Motion passed.

12.B. MINUTE ACTION– CONSENT

Moved by Councilmember Engebretsen, seconded by Councilmember Pollock to, by consent minute action, authorize appointments to the Council Boards and Commission to fill vacancies left by Councilmember resignations. Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

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

12. ADJOURN INTO EXECUTIVE SESSION

At 6:57 p.m., it was moved Councilmember Sutherland, seconded by Councilmember Pollock, to adjourn into executive session to discuss personnel, litigation, and land acquisition. Motion passed. Council moved into the Council Meeting Room.

At 8:31 p.m., it was moved by Councilmember Cathey, seconded by Councilmember McIntosh to adjourn the executive session. Motion passed.

13. ADJOURNMENT

The meeting was opened to the public. At 8:32 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Engebretsen, 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 November 01, 2022

## #48 THE PEARL

#48 THE PEARL	City Manager	Food expense during ICMA	\$55.15
<i>#48 THE PEARL - Total For City Manager</i>			<i>\$55.15</i>
<b>#48 THE PEARL - ALL DEPARTMENTS</b>			<b>\$55.15</b>

## 19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	City Manager	Lunch meeting	\$30.69
<i>19TH HOLE RESTAURANT - Total For City Manager</i>			<i>\$30.69</i>
<b>19TH HOLE RESTAURANT - ALL DEPARTMENTS</b>			<b>\$30.69</b>

## 2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Balefill - Disposal & Landfill	PUMP CONTROL BOX FOR LEACHATE PUMP I	\$129.33
<i>2530 - CPS DSTRBTRS - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$129.33</i>
2530 - CPS DSTRBTRS	Water Distribution	ARV Repair Parts for Verda James Park - Wat	\$99.91
<i>2530 - CPS DSTRBTRS - Total For Water Distribution</i>			<i>\$99.91</i>
<b>2530 - CPS DSTRBTRS - ALL DEPARTMENTS</b>			<b>\$229.24</b>

## 307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Sheet metal/body work, materials, parts, dec	\$4,319.07
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			<i>\$4,319.07</i>
<b>307 COLLISION - ALL DEPARTMENTS</b>			<b>\$4,319.07</b>

## 3CMA ONLIN DC

3CMA ONLIN DC	City Manager	MEMBERSHIP	\$845.00
<i>3CMA ONLIN DC - Total For City Manager</i>			<i>\$845.00</i>
<b>3CMA ONLIN DC - ALL DEPARTMENTS</b>			<b>\$845.00</b>

## 4IMPRINT, INC

4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$368.31
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<i>4IMPRINT, INC - Total For Metro Animal Shelter</i>			\$368.31
<b>4IMPRINT, INC - ALL DEPARTMENTS</b>			<b>\$368.31</b>

## 71 CONSTRUCTION

71 CONSTRUCTION	Water Revenue and Transfers		\$455.02
<i>71 CONSTRUCTION - Total For Water Revenue and Transfers</i>			<i>\$455.02</i>
<b>71 CONSTRUCTION - ALL DEPARTMENTS</b>			<b>\$455.02</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,074.98
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$1,074.98</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$1,074.98</b>

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

A.M.B.I. & SHIPPING,	City Council	Postcards, printing & shipping	\$2,687.00
<i>A.M.B.I. &amp; SHIPPING, - Total For City Council</i>			<i>\$2,687.00</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mailing service	\$35.47
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$35.47</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$218.73
<i>A.M.B.I. &amp; SHIPPING, - Total For Municipal Court</i>			<i>\$218.73</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$2,941.20</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing & trimming service	\$840.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$840.00</i>
AAA LANDSCAPING	Community Development	Mowing & trimming service / Property clean	\$3,554.09
AAA LANDSCAPING	Community Development	Mowing & trimming service	\$3,611.63
AAA LANDSCAPING	Community Development	Mowing & trimming service	\$275.16
<i>AAA LANDSCAPING - Total For Community Development</i>			<i>\$7,440.88</i>
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$8,280.88</b>

## AC TREE SERVICE

AC TREE SERVICE	Parks - Urban Forestry	Tree trimming service	\$220.00
AC TREE SERVICE	Parks - Urban Forestry	Tree trimming service	\$200.00
<i>AC TREE SERVICE - Total For Parks - Urban Forestry</i>			<i>\$420.00</i>
<b>AC TREE SERVICE - ALL DEPARTMENTS</b>			<b>\$420.00</b>

## **ACTION GLASS INC**

ACTION GLASS INC	Buildings & Structures Fund	Glass door repair	\$453.89
<i>ACTION GLASS INC - Total For Buildings &amp; Structures Fund</i>			<i>\$453.89</i>
<b>ACTION GLASS INC - ALL DEPARTMENTS</b>			<b>\$453.89</b>

## **ACZ LABORATORIES INC**

ACZ LABORATORIES INC	WWTP Operations	Shipping charges - lab analysis	\$150.00
ACZ LABORATORIES INC	WWTP Operations	Selenium testing	\$103.50
ACZ LABORATORIES INC	WWTP Operations	Shipping charges - lab analysis	\$128.00
<i>ACZ LABORATORIES INC - Total For WWTP Operations</i>			<i>\$381.50</i>
<b>ACZ LABORATORIES INC - ALL DEPARTMENTS</b>			<b>\$381.50</b>

## **AHERN RENTALS INC**

AHERN RENTALS INC	Balefill - Baler Processing	Pressure washer installation & parts	\$585.00
<i>AHERN RENTALS INC - Total For Balefill - Baler Processing</i>			<i>\$585.00</i>
<b>AHERN RENTALS INC - ALL DEPARTMENTS</b>			<b>\$585.00</b>

## **AIRGAS USA LLC**

AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$83.84
<i>AIRGAS USA LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$83.84</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$83.84</b>

## **AIRPRO INC**

AIRPRO INC	Fire-EMS Operations	Parts for ventilation system	\$218.10
<i>AIRPRO INC - Total For Fire-EMS Operations</i>			<i>\$218.10</i>
<b>AIRPRO INC - ALL DEPARTMENTS</b>			<b>\$218.10</b>



## ALERT ALL CORP

ALERT ALL CORP	Fire-EMS Prevent & Inspect	Public Education Supplies	\$444.00
<i>ALERT ALL CORP - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$444.00</i>
<b>ALERT ALL CORP - ALL DEPARTMENTS</b>			<b>\$444.00</b>

## ALL AMERICAN SPORTS

ALL AMERICAN SPORTS	Golf - Operations	USGA Sand	\$1,664.50
<i>ALL AMERICAN SPORTS - Total For Golf - Operations</i>			<i>\$1,664.50</i>
<b>ALL AMERICAN SPORTS - ALL DEPARTMENTS</b>			<b>\$1,664.50</b>

## ALL TREES, LLC

ALL TREES, LLC	Refuse - Residential	Tree trimming	\$1,900.00
<i>ALL TREES, LLC - Total For Refuse - Residential</i>			<i>\$1,900.00</i>
<b>ALL TREES, LLC - ALL DEPARTMENTS</b>			<b>\$1,900.00</b>

## ALLEY BURGER

ALLEY BURGER	City Manager	Food expense during ICMA conference	\$19.83
<i>ALLEY BURGER - Total For City Manager</i>			<i>\$19.83</i>
<b>ALLEY BURGER - ALL DEPARTMENTS</b>			<b>\$19.83</b>

## ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$96.00
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$84.00
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$297.64</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$128.79
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$128.79</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$221.12</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$52.22

ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$56.82
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$52.22
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$161.26</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$145.24
ALSCO	WWTP Operations	Professional Laundry Services	\$143.44
<i>ALSCO - Total For WWTP Operations</i>			<i>\$288.68</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$1,097.49</b>

## AM SIGNAL, LLC

AM SIGNAL, LLC	Traffic Control	20 V-bolts for astro bracket repairs	\$168.87
<i>AM SIGNAL, LLC - Total For Traffic Control</i>			<i>\$168.87</i>
<b>AM SIGNAL, LLC - ALL DEPARTMENTS</b>			<b>\$168.87</b>

## AMAZON.COM 140OK1X50

AMAZON.COM 140OK1X50	Weed & Pest Fund	Chemical pitchers	\$35.99
<i>AMAZON.COM 140OK1X50 - Total For Weed &amp; Pest Fund</i>			<i>\$35.99</i>
<b>AMAZON.COM 140OK1X50 - ALL DEPARTMENTS</b>			<b>\$35.99</b>

## AMAZON.COM 144GV9881

AMAZON.COM 144GV9881	Balefill - Diversion & Special	CHAIR FOR SPECIAL WASTE	\$77.67
<i>AMAZON.COM 144GV9881 - Total For Balefill - Diversion &amp; Special</i>			<i>\$77.67</i>
<b>AMAZON.COM 144GV9881 - ALL DEPARTMENTS</b>			<b>\$77.67</b>

## AMAZON.COM 149CT2WS1

AMAZON.COM 149CT2WS1	Balefill - Diversion & Special	COMPUTER MONITOR FOR SPECIAL WASTE	\$139.99
<i>AMAZON.COM 149CT2WS1 - Total For Balefill - Diversion &amp; Special</i>			<i>\$139.99</i>
<b>AMAZON.COM 149CT2WS1 - ALL DEPARTMENTS</b>			<b>\$139.99</b>

## AMAZON.COM 1U78I0991

AMAZON.COM 1U78I0991	Fire-EMS Operations	Floor dry conatiners for new engines	\$29.99
<i>AMAZON.COM 1U78I0991 - Total For Fire-EMS Operations</i>			<i>\$29.99</i>

**AMAZON.COM 1U78I0991 - ALL DEPARTMENTS** \$29.99

### AMERICAN ASSOC OF CO

AMERICAN ASSOC OF CO Community Development Code Enforcement AACE \$75.00

*AMERICAN ASSOC OF CO - Total For Community Development* \$75.00

**AMERICAN ASSOC OF CO - ALL DEPARTMENTS** \$75.00

### AMERICAN WATER COLLE

AMERICAN WATER COLLE WWTP Operations Training \$149.99

*AMERICAN WATER COLLE - Total For WWTP Operations* \$149.99

**AMERICAN WATER COLLE - ALL DEPARTMENTS** \$149.99

### AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Baler Processing Propane \$282.53

AMERIGAS - CASPER Balefill - Baler Processing Propane \$249.71

AMERIGAS - CASPER Balefill - Baler Processing Propane \$225.53

*AMERIGAS - CASPER - Total For Balefill - Baler Processing* \$757.77

**AMERIGAS - CASPER - ALL DEPARTMENTS** \$757.77

### AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Fleet Maintenance Fund Equipment repair \$1,721.88

*AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund* \$1,721.88

AMERI-TECH EQUIPMENT Refuse - Residential Toolbox \$496.00

*AMERI-TECH EQUIPMENT - Total For Refuse - Residential* \$496.00

**AMERI-TECH EQUIPMENT - ALL DEPARTMENTS** \$2,217.88

### AMZN Mktp US

AMZN Mktp US Balefill - Disposal & Landfill REFUND FOR GLADE UNITS (\$101.84)

*AMZN Mktp US - Total For Balefill - Disposal & Landfill* (\$101.84)

AMZN Mktp US Fire-EMS Operations CELOX, Tourniquets, Chest Seals, Quick Clot \$117.56

AMZN Mktp US Fire-EMS Operations CELOX, Tourniquets, Chest Seals, Quick Clot \$42.51

AMZN Mktp US Fire-EMS Operations CELOX, Tourniquets, Chest Seals, Quick Clot \$50.64

<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			\$210.71
AMZN Mktp US	Golf - Operations	Printer Supplies	\$308.88
<i>AMZN Mktp US - Total For Golf - Operations</i>			\$308.88
AMZN Mktp US	Human Resources	Office Arm Chair Extensions (Ergonomic Asse	\$20.95
<i>AMZN Mktp US - Total For Human Resources</i>			\$20.95
AMZN Mktp US	Ice Arena - Concessions	CONCESSION - Nacho Chips	\$66.60
<i>AMZN Mktp US - Total For Ice Arena - Concessions</i>			\$66.60
AMZN Mktp US	Ice Arena - Operations	Stereo Parts for Sound System - USB Iphone	\$10.99
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			\$10.99
AMZN Mktp US	Metro Animal Shelter	BOOK STORES	\$52.89
<i>AMZN Mktp US - Total For Metro Animal Shelter</i>			\$52.89
AMZN Mktp US	Police Administration	BOOK STORES	\$13.99
<i>AMZN Mktp US - Total For Police Administration</i>			\$13.99
AMZN Mktp US	Police Investigations	BOOK STORES	\$98.67
AMZN Mktp US	Police Investigations	BOOK STORES	\$107.60
<i>AMZN Mktp US - Total For Police Investigations</i>			\$206.27
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES	\$59.90
<i>AMZN Mktp US - Total For Public Transit - CARES Act</i>			\$59.90
AMZN Mktp US	Public Transit - Operations	BOOK STORES	\$63.16
AMZN Mktp US	Public Transit - Operations	BOOK STORES	\$59.94
<i>AMZN Mktp US - Total For Public Transit - Operations</i>			\$123.10
AMZN Mktp US	Rec Center - Admin	Rec Front Desk Cartridge/Rec Admin Cartridg	\$576.11
AMZN Mktp US	Rec Center - Admin	Rec Admin Large MFP Printer Cartridge	\$185.39
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			\$761.50
AMZN Mktp US	Water Distribution	USB C TO HDMI CABLE - TECHNOLOGY	\$19.18
AMZN Mktp US	Water Distribution	2 Trailer Tires on Rims - Other Material & Su	\$84.96
<i>AMZN Mktp US - Total For Water Distribution</i>			\$104.14
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$1,838.08</b>

## ANDREEN HUNT CONSTRU

ANDREEN HUNT CONSTRU	Water Revenue and Transfers		\$75.00
<i>ANDREEN HUNT CONSTRU - Total For Water Revenue and Transfers</i>			\$75.00
<b>ANDREEN HUNT CONSTRU - ALL DEPARTMENTS</b>			<b>\$75.00</b>

## APG CASH DRAWER, LLC

APG CASH DRAWER, LLC	Balefill - Disposal & Landfill	Cash Drawers for Scale House Ops	\$285.09
<i>APG CASH DRAWER, LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$285.09</i>
<b>APG CASH DRAWER, LLC - ALL DEPARTMENTS</b>			<b>\$285.09</b>

## ARBY'S 7533

ARBY'S 7533	Regional Water Operations	Lunch for JPB Meeting - Office Supplies	\$51.91
<i>ARBY'S 7533 - Total For Regional Water Operations</i>			<i>\$51.91</i>
<b>ARBY'S 7533 - ALL DEPARTMENTS</b>			<b>\$51.91</b>

## ARROWHEAD HEATING &

ARROWHEAD HEATING &	Refuse - Residential	Installation of motor & damper	\$1,994.95
<i>ARROWHEAD HEATING &amp; - Total For Refuse - Residential</i>			<i>\$1,994.95</i>
<b>ARROWHEAD HEATING &amp; - ALL DEPARTMENTS</b>			<b>\$1,994.95</b>

## AT & T CORP

AT & T CORP	Community Development	Acct #287298906028	\$433.26
<i>AT &amp; T CORP - Total For Community Development</i>			<i>\$433.26</i>
AT & T CORP	Public Transit - CARES Act	Acct #287306431868	\$291.16
<i>AT &amp; T CORP - Total For Public Transit - CARES Act</i>			<i>\$291.16</i>
AT & T CORP	Regional Water Operations	Acct #287311040412	\$40.04
<i>AT &amp; T CORP - Total For Regional Water Operations</i>			<i>\$40.04</i>
AT & T CORP	Water Distribution	Acct #287290345044	\$359.16
<i>AT &amp; T CORP - Total For Water Distribution</i>			<i>\$359.16</i>
AT & T CORP	Water Meters	Acct #287290345044	\$161.36
<i>AT &amp; T CORP - Total For Water Meters</i>			<i>\$161.36</i>
<b>AT &amp; T CORP - ALL DEPARTMENTS</b>			<b>\$1,284.98</b>

## ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Risk Management	2nd & Kimball Traffic Signal repairs	\$10,576.50
<i>ATLANTIC ELECTRIC, I - Total For Risk Management</i>			<i>\$10,576.50</i>

**ATLANTIC ELECTRIC, I - ALL DEPARTMENTS**

\$10,576.50

**ATLAS OFFICE PRODUCT**

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$78.46
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			\$78.46
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$77.33
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$77.33
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$225.37
<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			\$225.37
ATLAS OFFICE PRODUCT	City Council	Mobile desk and chair for CMR	\$818.96
<i>ATLAS OFFICE PRODUCT - Total For City Council</i>			\$818.96
ATLAS OFFICE PRODUCT	Customer Service	TONER CRTDG	\$170.45
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$170.45
ATLAS OFFICE PRODUCT	Finance	NOTARY BOOK & WRIST REST MOUSE PAD	\$35.22
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$35.22
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Labelmaker tape	\$17.96
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Office supplies	\$78.72
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Copier paper, Sharpie pens, correction tape	\$95.42
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			\$192.10
ATLAS OFFICE PRODUCT	Human Resources	1 glass monitor riser, 1 bag of large rubber b	\$37.61
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$37.61
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$66.27
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$21.96
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$1,112.77
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$21.76
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$1,222.76
ATLAS OFFICE PRODUCT	Public Safety Communication	Office supplies	\$251.85
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			\$251.85
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$46.64
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - CARES Act</i>			\$46.64
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$55.62
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			\$55.62
ATLAS OFFICE PRODUCT	Regional Water Operations	Kleenex, Paper Towels, Batteries, Post It Not	\$449.17
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$449.17
ATLAS OFFICE PRODUCT	WWTP Operations	Camera	\$174.99

ATLAS OFFICE PRODUCT - Total For WWTP Operations \$174.99

**ATLAS OFFICE PRODUCT - ALL DEPARTMENTS \$3,836.53**

### ATLAS REPRODUCTION

ATLAS REPRODUCTION City Attorney Printing services \$61.76

ATLAS REPRODUCTION - Total For City Attorney \$61.76

ATLAS REPRODUCTION Community Development Printing/laminating srvcs - public notice post \$51.00

ATLAS REPRODUCTION - Total For Community Development \$51.00

**ATLAS REPRODUCTION - ALL DEPARTMENTS \$112.76**

### ATLAS REPRODUCTION I

ATLAS REPRODUCTION I Fire-EMS Administration Admin copier service fee for July 2022 \$42.65

ATLAS REPRODUCTION I - Total For Fire-EMS Administration \$42.65

**ATLAS REPRODUCTION I - ALL DEPARTMENTS \$42.65**

### AUTOMATION & ELECTRO

AUTOMATION & ELECTRO Regional Water Operations Repair on valve actuator \$2,344.08

AUTOMATION & ELECTRO - Total For Regional Water Operations \$2,344.08

AUTOMATION & ELECTRO WWTP Operations Troubleshoot aeration basins \$318.00

AUTOMATION & ELECTRO - Total For WWTP Operations \$318.00

**AUTOMATION & ELECTRO - ALL DEPARTMENTS \$2,662.08**

### AVIS RENT-A-CAR

AVIS RENT-A-CAR Water Meters Car Rental Return Gas Charge - Neptune Trai \$79.38

AVIS RENT-A-CAR - Total For Water Meters \$79.38

**AVIS RENT-A-CAR - ALL DEPARTMENTS \$79.38**

### AWWA.ORG

AWWA.ORG Regional Water Operations Water Systems Operations Grade 1 Books (2) \$135.50

AWWA.ORG - Total For Regional Water Operations \$135.50

**AWWA.ORG - ALL DEPARTMENTS \$135.50**

## B&B RUBBER STAMP

B&B RUBBER STAMP	Regional Water Operations	New Notary Stamp for Aletta - Office Supplie	\$31.95
<i>B&amp;B RUBBER STAMP - Total For Regional Water Operations</i>			<i>\$31.95</i>
<b>B&amp;B RUBBER STAMP - ALL DEPARTMENTS</b>			<b>\$31.95</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Spray paint	\$71.88
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$71.88</i>
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Drill bits, screw extractor & punch	\$19.15
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Sledge hammer	\$42.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$62.14</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$134.02</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Ice Arena repair supplies - Baileys Ace	\$23.57
BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing repair supplies for Fire 1 - Baileys A	\$13.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Wasp Spray for Aquatics Center - Baileys Ace	\$3.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Shutdown supplies for Marion Kreiner Pool -	\$25.49
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			<i>\$67.04</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Ribbon for lights	\$7.77
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$7.77</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$74.81</b>

## BARGREEN ELLINGSON

BARGREEN ELLINGSON	Metro Animal Shelter	Face mask	\$1.00
BARGREEN ELLINGSON	Metro Animal Shelter	Low temperature detergent	\$204.88
<i>BARGREEN ELLINGSON - Total For Metro Animal Shelter</i>			<i>\$205.88</i>
<b>BARGREEN ELLINGSON - ALL DEPARTMENTS</b>			<b>\$205.88</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$103.47
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$103.47</i>



**BARGREEN WYOMING - ALL DEPARTMENTS**

\$103.47

**BEST BUY**

BEST BUY	City Manager	GoPro camera and storage disk	\$432.98
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<i>BEST BUY - Total For City Manager</i>			\$432.98
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BEST BUY	Police Administration	ELECTRONIC SALES	\$42.97
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<i>BEST BUY - Total For Police Administration</i>			\$42.97
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BEST BUY	Regional Water Operations	Phone Case for New Operator Phone - Office	\$59.99
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<i>BEST BUY - Total For Regional Water Operations</i>			\$59.99
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**BEST BUY - ALL DEPARTMENTS**

\$535.94

**BETSY ROSE FLAG GIRL**

BETSY ROSE FLAG GIRL	Ft. Caspar Museum	6x10 ft 36 star flag	\$518.00
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<i>BETSY ROSE FLAG GIRL - Total For Ft. Caspar Museum</i>			\$518.00
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**BETSY ROSE FLAG GIRL - ALL DEPARTMENTS**

\$518.00

**BEYOND THE WOK**

BEYOND THE WOK	Water Meters	Dinner on Neptune Training Trip / Travel-Trai	\$25.64
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<i>BEYOND THE WOK - Total For Water Meters</i>			\$25.64
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**BEYOND THE WOK - ALL DEPARTMENTS**

\$25.64

**BIDDLE CONSULTING GR**

BIDDLE CONSULTING GR	Public Safety Communication	Online Software Subscription License Renew	\$2,532.43
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<i>BIDDLE CONSULTING GR - Total For Public Safety Communications</i>			\$2,532.43
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**BIDDLE CONSULTING GR - ALL DEPARTMENTS**

\$2,532.43

**BIG LOTS STORES**

BIG LOTS STORES	City Council	Meeting supplies	\$20.00
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BIG LOTS STORES	City Council	Meeting supplies	\$10.48
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<i>BIG LOTS STORES - Total For City Council</i>			\$30.48
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**BIG LOTS STORES - ALL DEPARTMENTS**

\$30.48

## BLACK BEAR HAVERSACK

BLACK BEAR HAVERSACK	General Fund Revenue	Arrowheads, coonskin caps, arrowhead neckl	\$279.70
<i>BLACK BEAR HAVERSACK - Total For General Fund Revenue</i>			<i>\$279.70</i>
<b>BLACK BEAR HAVERSACK - ALL DEPARTMENTS</b>			<b>\$279.70</b>

## BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$6,713.40
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			<i>\$6,713.40</i>
BLACK HILLS ENERGY	Aquatics- Marion Kreiner Ope	Acct #9723 1947 06	\$111.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$111.00</i>
BLACK HILLS ENERGY	Aquatics- Mike Sedar Oper.	Acct #9723 1947 06	\$82.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$82.00</i>
BLACK HILLS ENERGY	Aquatics- Paradise Valley Ope	Acct #9723 1947 06	\$82.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper</i>			<i>\$82.00</i>
BLACK HILLS ENERGY	Aquatics- Washington Oper	Acct #9723 1947 06	\$82.00
<i>BLACK HILLS ENERGY - Total For Aquatics- Washington Oper</i>			<i>\$82.00</i>
BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$32.81
BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$647.33
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			<i>\$680.14</i>
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$29.00
BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$980.67
<i>BLACK HILLS ENERGY - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,009.67</i>
BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$53.89
<i>BLACK HILLS ENERGY - Total For Buildings &amp; Structures Fund</i>			<i>\$53.89</i>
BLACK HILLS ENERGY	Casper Business Center	Acct #4620 7426 21	\$976.51
<i>BLACK HILLS ENERGY - Total For Casper Business Center</i>			<i>\$976.51</i>
BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$38.91
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			<i>\$38.91</i>
BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$20.00
<i>BLACK HILLS ENERGY - Total For City Center Building</i>			<i>\$20.00</i>
BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	\$2,040.48
<i>BLACK HILLS ENERGY - Total For City Hall</i>			<i>\$2,040.48</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$2,316.51
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$2,316.51</i>

BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$235.54
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$235.54
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$325.94
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$60.14
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$386.08
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$1,015.12
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$1,015.12
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$93.92
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$93.92
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$490.27
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			\$490.27
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$54.58
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$54.58
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$30.95
<i>BLACK HILLS ENERGY - Total For Parks - Athletic Maint.</i>			\$30.95
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$94.49
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$94.49
BLACK HILLS ENERGY	Public Transit - CARES Act	Acct #3470 5680 29	\$45.97
<i>BLACK HILLS ENERGY - Total For Public Transit - CARES Act</i>			\$45.97
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$378.02
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$378.02
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$3,366.77
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$3,366.77
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$20,398.22</b>

## BLACKTHORN K9

BLACKTHORN K9	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$213.79
<i>BLACKTHORN K9 - Total For Police Administration</i>			\$213.79
<b>BLACKTHORN K9 - ALL DEPARTMENTS</b>			<b>\$213.79</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$31.02
<i>BLOEDORN LUMBER CO - Total For Buildings &amp; Structures Fund</i>			\$31.02
BLOEDORN LUMBER CO	Streets	2' X 6' for form at 12th & Center	\$14.30

BLOEDORN LUMBER CO - Total For Streets \$14.30

**BLOEDORN LUMBER CO - ALL DEPARTMENTS \$45.32**

**BRIDGEPAY NETWORK SO**

BRIDGEPAY NETWORK SO City Clerk CREDIT CARD FEES FOR ENRGOV \$13.30

*BRIDGEPAY NETWORK SO - Total For City Clerk \$13.30*

BRIDGEPAY NETWORK SO Community Development CREDIT CARD FEES FOR ENRGOV \$13.30

*BRIDGEPAY NETWORK SO - Total For Community Development \$13.30*

BRIDGEPAY NETWORK SO Engineering CREDIT CARD FEES FOR ENRGOV \$13.30

*BRIDGEPAY NETWORK SO - Total For Engineering \$13.30*

**BRIDGEPAY NETWORK SO - ALL DEPARTMENTS \$39.90**

**BRUCE A. RAISCH**

BRUCE A. RAISCH General Fund Revenue Books for resale in museum store \$187.20

*BRUCE A. RAISCH - Total For General Fund Revenue \$187.20*

**BRUCE A. RAISCH - ALL DEPARTMENTS \$187.20**

**BUDGET RENT A CAR**

BUDGET RENT A CAR Fire-EMS Training Car rental while attending NFPA 1700 Class \$84.76

*BUDGET RENT A CAR - Total For Fire-EMS Training \$84.76*

**BUDGET RENT A CAR - ALL DEPARTMENTS \$84.76**

**BUDGET.COM PREPAY**

BUDGET.COM PREPAY Fire-EMS Training Car rental for travel to NFPA 1700 class \$406.69

*BUDGET.COM PREPAY - Total For Fire-EMS Training \$406.69*

**BUDGET.COM PREPAY - ALL DEPARTMENTS \$406.69**

**BURGERFI-AUBURN**

BURGERFI-AUBURN Water Meters Dinner Neptune Meter Training - Travel/Trai \$20.57

*BURGERFI-AUBURN - Total For Water Meters \$20.57*

**BURGERFI-AUBURN - ALL DEPARTMENTS \$20.57**

## C&L CYLINDER

C&L CYLINDER	Balefill - Baler Processing	SEALS FOR BALERS	\$630.98
<i>C&amp;L CYLINDER - Total For Balefill - Baler Processing</i>			<i>\$630.98</i>
<b>C&amp;L CYLINDER - ALL DEPARTMENTS</b>			<b>\$630.98</b>

## CANOPY AIRPORT PARKI

CANOPY AIRPORT PARKI	Fire-EMS Training	Parking for trip to NFPA 1700 class	\$37.84
<i>CANOPY AIRPORT PARKI - Total For Fire-EMS Training</i>			<i>\$37.84</i>
<b>CANOPY AIRPORT PARKI - ALL DEPARTMENTS</b>			<b>\$37.84</b>

## CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier usage	\$61.80
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$61.80</i>
<b>CAPITAL BUSINESS SYS - ALL DEPARTMENTS</b>			<b>\$61.80</b>

## CAPTUS PRESS INC

CAPTUS PRESS INC	Balefill - Disposal & Landfill	COMPOST TESTING SWANA CERTIFICATION T	\$250.00
<i>CAPTUS PRESS INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$250.00</i>
CAPTUS PRESS INC	Balefill - Diversion & Special	COMPOST TESTING	\$250.00
CAPTUS PRESS INC	Balefill - Diversion & Special	TESTING	\$250.00
<i>CAPTUS PRESS INC - Total For Balefill - Diversion &amp; Special</i>			<i>\$500.00</i>
<b>CAPTUS PRESS INC - ALL DEPARTMENTS</b>			<b>\$750.00</b>

## CARPET CREATIONS FLO

CARPET CREATIONS FLO	Fire-EMS Training	Renovations at the training facility	\$974.07
<i>CARPET CREATIONS FLO - Total For Fire-EMS Training</i>			<i>\$974.07</i>
<b>CARPET CREATIONS FLO - ALL DEPARTMENTS</b>			<b>\$974.07</b>

## CASPER AREA CHAMBER

CASPER AREA CHAMBER	Community Development	Christmas Parade Registration	\$35.00
<i>CASPER AREA CHAMBER - Total For Community Development</i>			<i>\$35.00</i>

**CASPER AREA CHAMBER - ALL DEPARTMENTS** \$35.00

### CASPER FORD LINCOLN

CASPER FORD LINCOLN Regional Water Operations Oil Change & Check on Ford Explorer - Vehicl \$98.45

CASPER FORD LINCOLN Regional Water Operations Oil Change & Tire Rotation on Ford F-150 - V \$106.95

*CASPER FORD LINCOLN - Total For Regional Water Operations* \$205.40

**CASPER FORD LINCOLN - ALL DEPARTMENTS** \$205.40

### CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO Regional Water Operations Tire Chains for Bobcat - Vehicle Supplies \$189.98

*CASPER MOUNTAIN MOTO - Total For Regional Water Operations* \$189.98

**CASPER MOUNTAIN MOTO - ALL DEPARTMENTS** \$189.98

### CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, City Manager Subscription \$123.99

*CASPER STAR-TRIBUNE, - Total For City Manager* \$123.99

**CASPER STAR-TRIBUNE, - ALL DEPARTMENTS** \$123.99

### CASPER TIRE

CASPER TIRE Fleet Maintenance Fund Flat repair \$40.00

*CASPER TIRE - Total For Fleet Maintenance Fund* \$40.00

CASPER TIRE Refuse - Commercial Flat repair \$90.00

CASPER TIRE Refuse - Commercial Flat repair \$45.00

*CASPER TIRE - Total For Refuse - Commercial* \$135.00

CASPER TIRE Refuse - Residential Flat repair \$45.00

CASPER TIRE Refuse - Residential Used tire \$150.00

CASPER TIRE Refuse - Residential Flat repair & misc parts \$70.00

CASPER TIRE Refuse - Residential Valve stem \$10.00

*CASPER TIRE - Total For Refuse - Residential* \$275.00

**CASPER TIRE - ALL DEPARTMENTS** \$450.00

### CASPER WINDOW AND DO

CASPER WINDOW AND DO	Risk Management	Storefront glass door repair	\$438.29
<i>CASPER WINDOW AND DO - Total For Risk Management</i>			<i>\$438.29</i>
<b>CASPER WINDOW AND DO - ALL DEPARTMENTS</b>			<b>\$438.29</b>

### CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Solid Waste - Wi	\$84.86
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Rec Center - Winnelson	\$34.80
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$119.66</i>
CASPER WINNELSON CO	WWTP Operations	Union	\$43.44
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$43.44</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$163.10</b>

### CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	City Manager	Parking expense during ICMA conference	\$6.00
CASPER/NATRONA COUNT	City Manager	Parking expense during ICMA	\$54.00
<i>CASPER/NATRONA COUNT - Total For City Manager</i>			<i>\$60.00</i>
<b>CASPER/NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$60.00</b>

### CBR KIOWARE

CBR KIOWARE	Community Development	Community Development Kiosk KioWare Sup	\$48.00
<i>CBR KIOWARE - Total For Community Development</i>			<i>\$48.00</i>
<b>CBR KIOWARE - ALL DEPARTMENTS</b>			<b>\$48.00</b>

### CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Regional Water Operations	Plow, Heater, & Winch for Bobcat Side By Sid	\$3,110.63
<i>CENTRAL TRUCK &amp; DIES - Total For Regional Water Operations</i>			<i>\$3,110.63</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$3,110.63</b>

### CENTRAL WY. RESCUE M

CENTRAL WY. RESCUE M	Capital Projects Fund	1% #16 Funding Central WY Resc	\$7,290.25
<i>CENTRAL WY. RESCUE M - Total For Capital Projects Fund</i>			<i>\$7,290.25</i>

**CENTRAL WY. RESCUE M - ALL DEPARTMENTS** \$7,290.25

**CENTRAL WYOMING HOSP**

CENTRAL WYOMING HOSP Capital Projects Fund 1% #16 Funding Central Wyoming \$9,583.31

*CENTRAL WYOMING HOSP - Total For Capital Projects Fund* \$9,583.31

**CENTRAL WYOMING HOSP - ALL DEPARTMENTS** \$9,583.31

**CENTURYLINK**

CENTURYLINK Fire-EMS Administration Acct #P-307-111-5104 106M \$1,239.04

*CENTURYLINK - Total For Fire-EMS Administration* \$1,239.04

CENTURYLINK Metro Animal Shelter Acct #P-307-234-8116 403M \$156.10

*CENTURYLINK - Total For Metro Animal Shelter* \$156.10

CENTURYLINK Municipal Court Acct #307-234-6291 349B \$28.99

*CENTURYLINK - Total For Municipal Court* \$28.99

CENTURYLINK Rec Center - Operations Acct #P-307-111-5114 622M \$359.36

*CENTURYLINK - Total For Rec Center - Operations* \$359.36

CENTURYLINK WWTP Operations Acct #P-307-111-5113 619M \$95.32

*CENTURYLINK - Total For WWTP Operations* \$95.32

CENTURYLINK WWTP Regional Interceptors Acct #307-472-1129 839B \$44.97

*CENTURYLINK - Total For WWTP Regional Interceptors* \$44.97

**CENTURYLINK - ALL DEPARTMENTS** \$1,923.78

**CEUPLAN**

CEUPLAN WWTP Operations Training \$19.45

*CEUPLAN - Total For WWTP Operations* \$19.45

**CEUPLAN - ALL DEPARTMENTS** \$19.45

**CHAPMAN VALDEZ & LAN**

CHAPMAN VALDEZ & LAN City Manager Court Appointed Attorney - Municipal Court \$2,000.00

*CHAPMAN VALDEZ & LAN - Total For City Manager* \$2,000.00

**CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS** \$2,000.00



## CHEM AQUA

CHEM AQUA	Ice Arena - Operations	Chem Aqua - Water Treatment Condenser	\$519.33
<i>CHEM AQUA - Total For Ice Arena - Operations</i>			<i>\$519.33</i>
<b>CHEM AQUA - ALL DEPARTMENTS</b>			<b>\$519.33</b>

## CHILD DEVELOPMENT CE

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$5,312.50
CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$5,312.50
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			<i>\$10,625.00</i>
<b>CHILD DEVELOPMENT CE - ALL DEPARTMENTS</b>			<b>\$10,625.00</b>

## CHRIS LUSE

CHRIS LUSE	Police Career Services	Class one day	\$125.00
<i>CHRIS LUSE - Total For Police Career Services</i>			<i>\$125.00</i>
<b>CHRIS LUSE - ALL DEPARTMENTS</b>			<b>\$125.00</b>

## CINZZETTI'S ITALIAN

CINZZETTI'S ITALIAN	Police Investigations	EATING PLACES, RESTAURANTS	\$21.74
CINZZETTI'S ITALIAN	Police Investigations	EATING PLACES, RESTAURANTS	\$21.74
<i>CINZZETTI'S ITALIAN - Total For Police Investigations</i>			<i>\$43.48</i>
<b>CINZZETTI'S ITALIAN - ALL DEPARTMENTS</b>			<b>\$43.48</b>

## CITY OF CASPER

CITY OF CASPER	Fire-EMS Operations	Public Garbage	\$25.92
<i>CITY OF CASPER - Total For Fire-EMS Operations</i>			<i>\$25.92</i>
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$6,655.37
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,655.37</i>
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$545.40
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$7,305.12
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,206.78
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$6,246.18
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,349.36

CITY OF CASPER	Refuse - Residential	Garbage baler & recycled newspaper/cardbo	\$6,637.72
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,652.82
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$6,812.66
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,472.54
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$498.42
CITY OF CASPER	Refuse - Residential	Garbage baler, recycled newspaper/cardboar	\$6,568.58
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$61,295.58</i>
CITY OF CASPER	Regional Water Operations	Sewer & refuse charges	\$28.63
CITY OF CASPER	Regional Water Operations	Sewer & refuse charges	\$84.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$112.63</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$402,499.05
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$402,499.05</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$105.30
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$64.26
CITY OF CASPER	WWTP Operations	Alternate Daily Compost & Sump Sludge/Hon	\$448.20
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$105.84
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$723.60</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$471,312.15</b>

## CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$2,812.50
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$2,812.50</i>
CIVIL ENGINEERING PR	City Manager	22-028 Pathway Conceptual Layout	\$1,067.85
CIVIL ENGINEERING PR	City Manager	22-028 Pathway Conceptual Layout	\$1,012.50
<i>CIVIL ENGINEERING PR - Total For City Manager</i>			<i>\$2,080.35</i>
CIVIL ENGINEERING PR	Metropolitan Planning Org	Evansville East Side Sidewalk	\$11,122.12
CIVIL ENGINEERING PR	Metropolitan Planning Org	Garden Creek Trail Loop Connec	\$6,107.61
CIVIL ENGINEERING PR	Metropolitan Planning Org	Garden Creek Trail Loop Connec	\$4,976.81
CIVIL ENGINEERING PR	Metropolitan Planning Org	Evansville East Side Sidewalk	\$3,539.94
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$25,746.48</i>
<b>CIVIL ENGINEERING PR - ALL DEPARTMENTS</b>			<b>\$30,639.33</b>

## CMI INC

CMI INC	Police Administration	CYL, EGS,. 100g/210L, 105L, ST & Hazmat/Fr	\$216.95
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CMI INC - Total For Police Administration \$216.95

**CMI INC - ALL DEPARTMENTS \$216.95**

### CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$616.39
CMI TECO, INC.	Refuse - Commercial	Coolant duct	\$137.42
CMI TECO, INC.	Refuse - Commercial	Sight glass	\$137.88

CMI TECO, INC. - Total For Refuse - Commercial \$891.69

CMI TECO, INC.	Refuse - Residential	Strobe light	\$267.71
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$115.00
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$228.98
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$232.45
CMI TECO, INC.	Refuse - Residential	Rubber belting	\$337.81
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,030.35

CMI TECO, INC. - Total For Refuse - Residential \$4,212.30

**CMI TECO, INC. - ALL DEPARTMENTS \$5,103.99**

### COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$209.62
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COASTAL CHEMICAL CO - Total For Regional Water Operations \$209.62

**COASTAL CHEMICAL CO - ALL DEPARTMENTS \$209.62**

### COCA COLA BOTTLING C

COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE S	\$46.50
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COCA COLA BOTTLING C - Total For Metro Animal Shelter \$46.50

**COCA COLA BOTTLING C - ALL DEPARTMENTS \$46.50**

### COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Equipment for unit 340	\$3,285.00
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COMMUNICATION TECHNO - Total For Capital Projects Fund \$3,285.00

COMMUNICATION TECHNO	Fire-EMS Operations	Repair of power supply to toughbook for R1	\$209.12
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COMMUNICATION TECHNO - Total For Fire-EMS Operations \$209.12

COMMUNICATION TECHNO	Police Administration	Removal of battery	\$55.00
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COMMUNICATION TECHNO	Police Administration	Replaced computer dock	\$55.00
COMMUNICATION TECHNO	Police Administration	Installed added keyboard extension	\$55.00
COMMUNICATION TECHNO	Police Administration	Replaced radar cable	\$55.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$220.00
COMMUNICATION TECHNO	Risk Management	2nd & Kimball Traffic Signal repairs	\$110.00
COMMUNICATION TECHNO	Risk Management	Removal of equipment out of wrecked vehicle	\$440.00
<i>COMMUNICATION TECHNO - Total For Risk Management</i>			\$550.00
COMMUNICATION TECHNO	Sewer Wastewater Collection westshore	radio antenna	\$1,047.50
<i>COMMUNICATION TECHNO - Total For Sewer Wastewater Collection</i>			\$1,047.50
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$5,311.62</b>

## COMPRESSION LEASING

COMPRESSION LEASING	WWTP Operations	Lubricant	\$577.75
<i>COMPRESSION LEASING - Total For WWTP Operations</i>			\$577.75
COMPRESSION LEASING	WWTP Regional Interceptors	Filters	\$193.65
<i>COMPRESSION LEASING - Total For WWTP Regional Interceptors</i>			\$193.65
<b>COMPRESSION LEASING - ALL DEPARTMENTS</b>			<b>\$771.40</b>

## COMTRONIX, INC.

COMTRONIX, INC.	Casper Business Center	Alarm service	\$472.60
<i>COMTRONIX, INC. - Total For Casper Business Center</i>			\$472.60
COMTRONIX, INC.	Fire-EMS Administration	Alarm repair St. 2	\$52.72
<i>COMTRONIX, INC. - Total For Fire-EMS Administration</i>			\$52.72
COMTRONIX, INC.	Risk Management	Alarm service	\$258.14
<i>COMTRONIX, INC. - Total For Risk Management</i>			\$258.14
<b>COMTRONIX, INC. - ALL DEPARTMENTS</b>			<b>\$783.46</b>

## CONCEPT2 INC

CONCEPT2 INC	Fire-EMS Operations	Fitness equipment replacement parts	\$12.41
<i>CONCEPT2 INC - Total For Fire-EMS Operations</i>			\$12.41
<b>CONCEPT2 INC - ALL DEPARTMENTS</b>			<b>\$12.41</b>

## CONOCO - CORNER STOR

CONOCO - CORNER STOR	Police Career Services	AUTOMATED FUEL DISPENSERS	\$41.14
<i>CONOCO - CORNER STOR - Total For Police Career Services</i>			<i>\$41.14</i>
<b>CONOCO - CORNER STOR - ALL DEPARTMENTS</b>			<b>\$41.14</b>

## CONVERGEONE

CONVERGEONE	Information Services	Annual maintenance renewal - web app fire	\$16,489.79
<i>CONVERGEONE - Total For Information Services</i>			<i>\$16,489.79</i>
CONVERGEONE	Public Safety Communication	Annual Maintenance/Managed Srvcs	\$46,350.00
<i>CONVERGEONE - Total For Public Safety Communications</i>			<i>\$46,350.00</i>
<b>CONVERGEONE - ALL DEPARTMENTS</b>			<b>\$62,839.79</b>

## COURSRA70EBDWK3Y3XUT

COURSRA70EBDWK3Y3XUT	Public Transit - CARES Act	Assignment # 4 Coursera	\$49.00
<i>COURSRA70EBDWK3Y3XUT - Total For Public Transit - CARES Act</i>			<i>\$49.00</i>
<b>COURSRA70EBDWK3Y3XUT - ALL DEPARTMENTS</b>			<b>\$49.00</b>

## CP ATLANTA PERIMETER

CP ATLANTA PERIMETER	Community Development	EATING PLACES, RESTAURANTS	\$31.50
CP ATLANTA PERIMETER	Community Development	EATING PLACES, RESTAURANTS	\$38.02
<i>CP ATLANTA PERIMETER - Total For Community Development</i>			<i>\$69.52</i>
<b>CP ATLANTA PERIMETER - ALL DEPARTMENTS</b>			<b>\$69.52</b>

## CPU IIT

CPU IIT	Balefill - Disposal & Landfill	Scanner	\$1,063.00
<i>CPU IIT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,063.00</i>
CPU IIT	City Attorney	Adapter	\$10.50
<i>CPU IIT - Total For City Attorney</i>			<i>\$10.50</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$1,073.50</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	Basic Program & Web Tips - November 2022	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$122.00</i>

**CRIME SCENE INFORMAT - ALL DEPARTMENTS** \$122.00

**CROWN CONSTRUCTION L**

CROWN CONSTRUCTION L Capital Projects Fund 2022 Storm Sewer Upgrades - 1s \$68,881.93

*CROWN CONSTRUCTION L - Total For Capital Projects Fund* \$68,881.93

**CROWN CONSTRUCTION L - ALL DEPARTMENTS** \$68,881.93

**CRUM ELECTRIC SUPPLY**

CRUM ELECTRIC SUPPLY Regional Water Operations Raw Water Relay Spare - Machinery Supplies \$17.87

CRUM ELECTRIC SUPPLY Regional Water Operations Tradesman Pro Tool - Small Tools & Supplies \$178.91

CRUM ELECTRIC SUPPLY Regional Water Operations Returned Ferrules (Un-Needed) - Machinery (\$125.80)

CRUM ELECTRIC SUPPLY Regional Water Operations Stock Parts & Connectors - Machinery Suppli \$556.56

*CRUM ELECTRIC SUPPLY - Total For Regional Water Operations* \$627.54

**CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS** \$627.54

**DANA KEPNER COMPANY**

DANA KEPNER COMPANY Regional Water Operations Rubber Flange Gaskets - Machinery Supplies \$152.00

*DANA KEPNER COMPANY - Total For Regional Water Operations* \$152.00

DANA KEPNER COMPANY Water Distribution NL 2X12" BRASS NIPPLE VERDA JAMES PARK \$44.29

DANA KEPNER COMPANY Water Distribution Chlorine for Tank Cleaning - Water & Sewerli \$650.88

DANA KEPNER COMPANY Water Distribution Springs for Golf Course Altitude Valve - Wate \$369.30

*DANA KEPNER COMPANY - Total For Water Distribution* \$1,064.47

**DANA KEPNER COMPANY - ALL DEPARTMENTS** \$1,216.47

**DD DOORDASH THECHEES**

DD DOORDASH THECHEES Community Development EATING PLACES, RESTAURANTS \$38.88

*DD DOORDASH THECHEES - Total For Community Development* \$38.88

**DD DOORDASH THECHEES - ALL DEPARTMENTS** \$38.88

**DECKER AUTO GLASS, I**

DECKER AUTO GLASS, I Fire-EMS Operations Station Supplies \$53.55

*DECKER AUTO GLASS, I - Total For Fire-EMS Operations* \$53.55

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Auto Glass Repair / Replacement	\$512.96
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$512.96</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$566.51</b>

## DELL MARKETING LP

DELL MARKETING LP	Balefill - Disposal & Landfill	Annual Adobe Subscription Renewals for 20	\$454.90
<i>DELL MARKETING LP - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$454.90</i>
DELL MARKETING LP	Capital Projects Fund	SQL and Server Software	\$13,092.35
<i>DELL MARKETING LP - Total For Capital Projects Fund</i>			<i>\$13,092.35</i>
DELL MARKETING LP	City Attorney	Annual Adobe Subscription Renewals for 20	\$833.30
<i>DELL MARKETING LP - Total For City Attorney</i>			<i>\$833.30</i>
DELL MARKETING LP	City Manager	Annual Adobe Subscription Renewals for 20	\$1,576.44
<i>DELL MARKETING LP - Total For City Manager</i>			<i>\$1,576.44</i>
DELL MARKETING LP	Community Development	Annual Adobe Subscription Renewals for 20	\$333.32
<i>DELL MARKETING LP - Total For Community Development</i>			<i>\$333.32</i>
DELL MARKETING LP	Engineering	Annual Adobe Subscription Renewals for 20	\$999.96
<i>DELL MARKETING LP - Total For Engineering</i>			<i>\$999.96</i>
DELL MARKETING LP	Finance	Annual Adobe Subscription Renewals for 20	\$499.98
<i>DELL MARKETING LP - Total For Finance</i>			<i>\$499.98</i>
DELL MARKETING LP	Fire-EMS Administration	Annual Adobe Subscription Renewals for 20	\$666.64
<i>DELL MARKETING LP - Total For Fire-EMS Administration</i>			<i>\$666.64</i>
DELL MARKETING LP	Human Resources	Annual Adobe Subscription Renewals for 20	\$166.66
<i>DELL MARKETING LP - Total For Human Resources</i>			<i>\$166.66</i>
DELL MARKETING LP	Metropolitan Planning Org	Annual Adobe Subscription Renewals for 20	\$909.80
<i>DELL MARKETING LP - Total For Metropolitan Planning Org</i>			<i>\$909.80</i>
DELL MARKETING LP	Municipal Court	Annual Adobe Subscription Renewals for 20	\$333.32
<i>DELL MARKETING LP - Total For Municipal Court</i>			<i>\$333.32</i>
DELL MARKETING LP	Police Career Services	Annual Adobe Subscription Renewals for 20	\$6,305.76
<i>DELL MARKETING LP - Total For Police Career Services</i>			<i>\$6,305.76</i>
DELL MARKETING LP	Rec Center - Operations	Annual Adobe Subscription Renewals for 20	\$909.80
<i>DELL MARKETING LP - Total For Rec Center - Operations</i>			<i>\$909.80</i>
DELL MARKETING LP	Rec Center - Sports Programs	Annual Adobe Subscription Renewals for 20	\$333.32
<i>DELL MARKETING LP - Total For Rec Center - Sports Programs</i>			<i>\$333.32</i>
DELL MARKETING LP	Refuse - Residential	Annual Adobe Subscription Renewals for 20	\$454.90
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$454.90</i>

DELL MARKETING LP	Regional Water Operations	Annual	Adobe Subscription Renewals for 20	\$333.32
<i>DELL MARKETING LP - Total For Regional Water Operations</i>				\$333.32
DELL MARKETING LP	Risk Management	Annual	Adobe Subscription Renewals for 20	\$333.32
<i>DELL MARKETING LP - Total For Risk Management</i>				\$333.32
DELL MARKETING LP	Water Administration	Annual	Adobe Subscription Renewals for 20	\$166.66
<i>DELL MARKETING LP - Total For Water Administration</i>				\$166.66
<b>DELL MARKETING LP - ALL DEPARTMENTS</b>				<b>\$28,703.75</b>

## DELTA BY MARRIOTT

DELTA BY MARRIOTT	Fire-EMS Training		Hotel Charge for Crotty to attend training in	\$0.02
<i>DELTA BY MARRIOTT - Total For Fire-EMS Training</i>				\$0.02
<b>DELTA BY MARRIOTT - ALL DEPARTMENTS</b>				<b>\$0.02</b>

## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund		Supplies to winterize North Casper Clubhous	\$15.18
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC Repair supplies for Cemetery Office - D	\$123.59
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC repair supplies for Cemetery Office - D	\$12.36
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC supplies for Ice Arena - Dennis Supply	\$48.72
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC PM Supplies for Aquatics Center - Den	\$549.05
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC PM Supplies for Aquatics Center - Den	\$31.08
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC PM Supplies for Ft Caspar - Dennis Sup	\$33.04
DENNIS SUPPLY CO.	Buildings & Structures Fund		Air Filters for Fire Houses - Dennis Supply	\$188.04
DENNIS SUPPLY CO.	Buildings & Structures Fund		Repair supplies for Cemetery Office - Dennis	\$19.84
DENNIS SUPPLY CO.	Buildings & Structures Fund		HVAC PM Supplies for Aquatics Center - Den	\$98.28
<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>				\$1,119.18
<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>				<b>\$1,119.18</b>

## DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Streets		1 Pallet Crafc0 HP Concrete Patch	\$2,161.12
<i>DENVER INDUSTRIAL SA - Total For Streets</i>				\$2,161.12
<b>DENVER INDUSTRIAL SA - ALL DEPARTMENTS</b>				<b>\$2,161.12</b>

## DEPT. OF FAMILY SVCS



DEPT. OF FAMILY SVCS	Sewer Wastewater Collection professional engineer license renewal	\$90.00
<i>DEPT. OF FAMILY SVCS - Total For Sewer Wastewater Collection</i>		<i>\$90.00</i>
<b>DEPT. OF FAMILY SVCS - ALL DEPARTMENTS</b>		<b>\$90.00</b>

## DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,677.02
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,507.83
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,454.00
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,417.75
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,464.99
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,483.67
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,356.22
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,542.99
<i>DESERT MTN. CORP. - Total For Streets</i>		<i>\$27,904.47</i>	
<b>DESERT MTN. CORP. - ALL DEPARTMENTS</b>		<b>\$27,904.47</b>	

## DOMINO'S 6042

DOMINO'S 6042	Risk Management	Pizza for lunch and learn	\$67.12
<i>DOMINO'S 6042 - Total For Risk Management</i>		<i>\$67.12</i>	
<b>DOMINO'S 6042 - ALL DEPARTMENTS</b>		<b>\$67.12</b>	

## DREAMSEATS, LLC

DREAMSEATS, LLC	Fire-EMS Operations	New Chairs for Station 1 and Station 3	\$250.00
<i>DREAMSEATS, LLC - Total For Fire-EMS Operations</i>		<i>\$250.00</i>	
<b>DREAMSEATS, LLC - ALL DEPARTMENTS</b>		<b>\$250.00</b>	

## ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT	Social Community Services	FY23 - 2nd Qtr Administrative & Incentive Fu	\$110,430.00
<i>ECONOMIC DEVELOPMENT - Total For Social Community Services</i>		<i>\$110,430.00</i>	
<b>ECONOMIC DEVELOPMENT - ALL DEPARTMENTS</b>		<b>\$110,430.00</b>	

## EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan (Emergency Medical	\$700.00
<i>EMERGENCY MEDICAL PH - Total For Fire-EMS Administration</i>			<i>\$700.00</i>
<b>EMERGENCY MEDICAL PH - ALL DEPARTMENTS</b>			<b>\$700.00</b>

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Human Resources	Ethics & Decision Making Reimbursement (9	\$545.40
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$545.40</i>
EMPLOYEE REIMBURSEME	Information Services	Project Mgmt Exam, Membership & Material	\$753.76
<i>EMPLOYEE REIMBURSEME - Total For Information Services</i>			<i>\$753.76</i>
EMPLOYEE REIMBURSEME	Parks - Parks Maint.	Work clothing reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$69.29
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$69.29</i>
EMPLOYEE REIMBURSEME	Refuse - Commercial	Reimbursement - Ratchet Straps	\$91.92
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			<i>\$91.92</i>
EMPLOYEE REIMBURSEME	WWTP Operations	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			<i>\$150.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,710.37</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Solids, Total Suspended testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Alkalinity to pH, Carbon, Total Organic testin	\$96.00
ENERGY LABRATORIES I	Regional Water Operations	Solids, Total Suspended testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Purgeable Organics & Haloacetic Acids testin	\$2,722.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$3,228.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$64.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
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, SDWA testing	\$64.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00

ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00

*ENERGY LABRATORIES I - Total For Water Tanks* \$1,108.00

**ENERGY LABRATORIES I - ALL DEPARTMENTS** \$4,336.00

## ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP	Fire-EMS Operations	Badges	\$270.00
ENTENMANN-ROVIN COMP	Fire-EMS Operations	Badges	\$254.25
ENTENMANN-ROVIN COMP	Fire-EMS Operations	Uniform cap pieces	\$1,095.90

*ENTENMANN-ROVIN COMP - Total For Fire-EMS Operations* \$1,620.15

**ENTENMANN-ROVIN COMP - ALL DEPARTMENTS** \$1,620.15

## ENVATO

ENVATO	City Manager	Graphics elements subscription	\$58.00
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*ENVATO - Total For City Manager* \$58.00

**ENVATO - ALL DEPARTMENTS** \$58.00

## EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing - Testing	\$200.00
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*EUROFINS EATON ANALY - Total For Regional Water Operations* \$200.00

**EUROFINS EATON ANALY - ALL DEPARTMENTS** \$200.00

## EXPRESS SERVICES INC

EXPRESS SERVICES INC	Customer Service	Temp services	\$344.25
EXPRESS SERVICES INC	Customer Service	Temp service	\$206.55

*EXPRESS SERVICES INC - Total For Customer Service* \$550.80

EXPRESS SERVICES INC	Public Transit - CARES Act	Temp services	\$506.40
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EXPRESS SERVICES INC	Public Transit - CARES Act	Temp services	\$506.40
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*EXPRESS SERVICES INC - Total For Public Transit - CARES Act* \$1,012.80

**EXPRESS SERVICES INC - ALL DEPARTMENTS** \$1,563.60

## EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	DEF for E6	\$23.99
EXXONMOBIL	Fire-EMS Operations	Fuel	\$50.05
EXXONMOBIL	Fire-EMS Operations	Fuel	\$83.20
EXXONMOBIL	Fire-EMS Operations	Fuel	\$61.23
EXXONMOBIL	Fire-EMS Operations	Fuel	\$84.57
EXXONMOBIL	Fire-EMS Operations	Fuel	\$90.07
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			\$393.11
EXXONMOBIL	Police Investigations	SERVICE STATIONS	\$40.00
<i>EXXONMOBIL - Total For Police Investigations</i>			\$40.00
<b>EXXONMOBIL - ALL DEPARTMENTS</b>			<b>\$433.11</b>

## FEDEX 278035362703

FEDEX 278035362703	Fire-EMS Administration	Shipping to return SCBA from NFPA 1700 Cla	\$26.30
<i>FEDEX 278035362703 - Total For Fire-EMS Administration</i>			\$26.30
<b>FEDEX 278035362703 - ALL DEPARTMENTS</b>			<b>\$26.30</b>

## FEDEX 278553275644

FEDEX 278553275644	Fire-EMS Administration	Shipping of bunker gear for repair	\$39.88
<i>FEDEX 278553275644 - Total For Fire-EMS Administration</i>			\$39.88
<b>FEDEX 278553275644 - ALL DEPARTMENTS</b>			<b>\$39.88</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Casper Well 15 Adapters & Parts - Well Suppl	\$74.96
FERGUSON ENTERPRISES	Regional Water Operations	Parts for Train 2 Sand Pump #6 - Machinery S	\$12.14
FERGUSON ENTERPRISES	Regional Water Operations	Train 2 Parts - Machinery Supplies	\$8.88
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			\$95.98
FERGUSON ENTERPRISES	Water Distribution	Hydrants & gate valves	\$12,974.72
FERGUSON ENTERPRISES	Water Distribution	Bid Schedule 2 Copper & Brass Fittings to bui	\$5,249.01
FERGUSON ENTERPRISES	Water Distribution	Water/sewer line materials	\$429.66
FERGUSON ENTERPRISES	Water Distribution	Pipe Lube- Water & Sewerline Materials	\$105.12
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$18,758.51
FERGUSON ENTERPRISES	Water Tanks	ARV Oakcrest Booster Pump2 - Booster/Lift S	\$248.64

FERGUSON ENTERPRISES	Water Tanks	PRU for Glenn Rd - Booster/Lift Station Suppl	\$80.64
<i>FERGUSON ENTERPRISES - Total For Water Tanks</i>			<i>\$329.28</i>
FERGUSON ENTERPRISES	WWTP Operations	14" valve for RAS	\$8,735.00
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			<i>\$8,735.00</i>
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$27,918.77</b>

### FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$1,122.25
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			<i>\$1,122.25</i>
<b>FIRST VETERINARY SUP - ALL DEPARTMENTS</b>			<b>\$1,122.25</b>

### FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$233.66
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$200.39
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$32.96
<i>FISHER SCIENTIFIC - Total For WWTP Operations</i>			<i>\$467.01</i>
<b>FISHER SCIENTIFIC - ALL DEPARTMENTS</b>			<b>\$467.01</b>

### FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP Operations	Machine rollers	\$898.68
<i>FOREMANS QUALITY MAC - Total For WWTP Operations</i>			<i>\$898.68</i>
<b>FOREMANS QUALITY MAC - ALL DEPARTMENTS</b>			<b>\$898.68</b>

### FORMS FULFILLMENT CE

FORMS FULFILLMENT CE	Finance	A/P CHECKS FOR TANYA	\$212.86
<i>FORMS FULFILLMENT CE - Total For Finance</i>			<i>\$212.86</i>
<b>FORMS FULFILLMENT CE - ALL DEPARTMENTS</b>			<b>\$212.86</b>

### FREDDY'S 11-0011

FREDDY'S 11-0011	Fire-EMS Training	Meal while attending Colorado Fire Marshal	\$13.35
<i>FREDDY'S 11-0011 - Total For Fire-EMS Training</i>			<i>\$13.35</i>

**FREDDY'S 11-0011 - ALL DEPARTMENTS** \$13.35

**FREMONT MOTOR CASPER**

FREMONT MOTOR CASPER Fleet Maintenance Fund Vehicle repair / maintenance \$4,258.33

FREMONT MOTOR CASPER Fleet Maintenance Fund Vehicle repair / maintenance \$1,210.55

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*FREMONT MOTOR CASPER - Total For Fleet Maintenance Fund* \$5,468.88

**FREMONT MOTOR CASPER - ALL DEPARTMENTS** \$5,468.88

**GALLES GREENHOUSE AN**

GALLES GREENHOUSE AN Parks - Parks Maint. Bushes for Beech St \$103.18

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*GALLES GREENHOUSE AN - Total For Parks - Parks Maint.* \$103.18

**GALLES GREENHOUSE AN - ALL DEPARTMENTS** \$103.18

**GALLS, INC.**

GALLS, INC. Police Career Services Uniform supplies \$31.50

GALLS, INC. Police Career Services Uniform supplies \$188.96

GALLS, INC. Police Career Services Uniform supplies \$99.00

GALLS, INC. Police Career Services Uniform supplies \$49.50

GALLS, INC. Police Career Services Uniform supplies \$72.00

GALLS, INC. Police Career Services Uniform supplies \$188.96

GALLS, INC. Police Career Services Uniform supplies \$118.82

GALLS, INC. Police Career Services Uniform supplies \$69.30

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*GALLS, INC. - Total For Police Career Services* \$818.04

**GALLS, INC. - ALL DEPARTMENTS** \$818.04

**GEOTEC INDUSTRIAL SU**

GEOTEC INDUSTRIAL SU Balefill - Disposal & Landfill STORM WATER CONTROLS \$540.75

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*GEOTEC INDUSTRIAL SU - Total For Balefill - Disposal & Landfill* \$540.75

**GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS** \$540.75

**GLOBAL SPECTRUM L.P.**

GLOBAL SPECTRUM L.P. Ford Wyoming Center Monthly net loss funds \$75,000.00

GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center \$75,000.00

**GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS** \$75,000.00

**GOLDER ASSOCIATES**

GOLDER ASSOCIATES Balefill - Disposal & Landfill 21-012 CRL Cell 1 Close and Ce \$757.56

*GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill* \$757.56

**GOLDER ASSOCIATES - ALL DEPARTMENTS** \$757.56

**GRAINGER, INC.**

GRAINGER, INC. Buildings & Structures Fund HVAC PM Work for Golf Course Maint Shed \$68.15

*GRAINGER, INC. - Total For Buildings & Structures Fund* \$68.15

GRAINGER, INC. Regional Water Operations HVAC Air Filters - Machinery Supplies \$5.32

GRAINGER, INC. Regional Water Operations Air Filters for HVAC System - Machinery Supp \$6.16

GRAINGER, INC. Regional Water Operations Air Filters for HVAC System - Machinery Sup \$78.15

*GRAINGER, INC. - Total For Regional Water Operations* \$89.63

**GRAINGER, INC. - ALL DEPARTMENTS** \$157.78

**GREAT HARVEST BREAD**

GREAT HARVEST BREAD Human Resources 6 doughnuts for Celebration with Carter \$7.28

*GREAT HARVEST BREAD - Total For Human Resources* \$7.28

**GREAT HARVEST BREAD - ALL DEPARTMENTS** \$7.28

**GREEN'S SEWER & DRAI**

GREEN'S SEWER & DRAI Buildings & Structures Fund Plumbing service \$165.00

*GREEN'S SEWER & DRAI - Total For Buildings & Structures Fund* \$165.00

**GREEN'S SEWER & DRAI - ALL DEPARTMENTS** \$165.00

**GREINER MOTOR CO - C**

GREINER MOTOR CO - C Fleet Maintenance Fund Training \$1,400.00

GREINER MOTOR CO - C Fleet Maintenance Fund Training \$1,100.00

GREINER MOTOR CO - C Fleet Maintenance Fund Vehicle repair / maintenance \$79.09

GREINER MOTOR CO - C Fleet Maintenance Fund Vehicle repair / maintenance \$73.13

GREINER MOTOR CO - C	Fleet Maintenance Fund	Training	\$250.00
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$2,902.22</i>
<b>GREINER MOTOR CO - C - ALL DEPARTMENTS</b>			<b>\$2,902.22</b>

## HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	CARES Act Funding	Municipal Court Security	\$71,000.00
HAASS CONSTRUCTION C	CARES Act Funding	Hardware for door at Municipal Court	\$750.00
<i>HAASS CONSTRUCTION C - Total For CARES Act Funding</i>			<i>\$71,750.00</i>
<b>HAASS CONSTRUCTION C - ALL DEPARTMENTS</b>			<b>\$71,750.00</b>

## HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Chlorine	\$230.22
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$230.22</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$230.22</b>

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Fire-EMS Administration	Tools for St. 2	\$19.98
HARBOR FREIGHT TOOLS	Fire-EMS Administration	Ladder for St. 2	\$69.99
<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Administration</i>			<i>\$89.97</i>
HARBOR FREIGHT TOOLS	Refuse - Residential	SMALL TOOLS ALL SWEEPERS	\$7.96
HARBOR FREIGHT TOOLS	Refuse - Residential	SMALL TOOLS FOR ALL SWEEPERS	\$8.36
HARBOR FREIGHT TOOLS	Refuse - Residential	SMALL TOOLS ALL SWEEPERS	(\$8.36)
<i>HARBOR FREIGHT TOOLS - Total For Refuse - Residential</i>			<i>\$7.96</i>
HARBOR FREIGHT TOOLS	Regional Water Operations	Tool Set, Pipe Wrench, & Hydraulic Table - S	\$568.93
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$568.93</i>
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			<b>\$666.86</b>

## HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair parts for Front Desk Stools, Batteries f	\$25.57
<i>HARDWARE PARTNERS LL - Total For Buildings &amp; Structures Fund</i>			<i>\$25.57</i>
HARDWARE PARTNERS LL	Rec Center - Classes	Repair parts for Front Desk Stools, Batteries f	\$1.98
<i>HARDWARE PARTNERS LL - Total For Rec Center - Classes</i>			<i>\$1.98</i>
HARDWARE PARTNERS LL	Regional Water Operations	Conduit Bender Handle & Aluminum Benders	\$95.97



HARDWARE PARTNERS LL	Regional Water Operations	Hole Saw Kit - Small Tools & Supplies	\$94.97
HARDWARE PARTNERS LL	Regional Water Operations	Rotary Tool Kit Dremel - Small Tools & Suppli	\$139.99
HARDWARE PARTNERS LL	Regional Water Operations	HVAC Screws & Wire Stripper - Small Tools	\$75.97
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$406.90</i>
HARDWARE PARTNERS LL	Water Tanks	ARV fittings for Oak Crest booster pump#2 -	\$113.87
<i>HARDWARE PARTNERS LL - Total For Water Tanks</i>			<i>\$113.87</i>
<b>HARDWARE PARTNERS LL - ALL DEPARTMENTS</b>			<b>\$548.32</b>

## HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine	\$1,451.35
HAWKINS, INC.	Aquatics - Operations	Chlorine	\$1,310.00
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$2,761.35</i>
<b>HAWKINS, INC. - ALL DEPARTMENTS</b>			<b>\$2,761.35</b>

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	Balefill - Disposal & Landfill	Leachate Control Panel	\$4,880.00
<i>HDR ENGINEERING, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$4,880.00</i>
HDR ENGINEERING, INC	Metropolitan Planning Org	Western Gateway Corridor Study	\$1,146.38
HDR ENGINEERING, INC	Metropolitan Planning Org	Western Gateway Corridor Study	\$11,003.79
HDR ENGINEERING, INC	Metropolitan Planning Org	Western Gateway Corridor Study	\$18,920.29
<i>HDR ENGINEERING, INC - Total For Metropolitan Planning Org</i>			<i>\$31,070.46</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$35,950.46</b>

## HEIDIS BROOKLYN DELI

HEIDIS BROOKLYN DELI	Ft. Caspar Museum	Lunch while traveling	\$11.83
<i>HEIDIS BROOKLYN DELI - Total For Ft. Caspar Museum</i>			<i>\$11.83</i>
<b>HEIDIS BROOKLYN DELI - ALL DEPARTMENTS</b>			<b>\$11.83</b>

## HILTON FT. WORTH

HILTON FT. WORTH	Fire-EMS Training	Lodging while attending NFPA 1700 Class	\$726.77
<i>HILTON FT. WORTH - Total For Fire-EMS Training</i>			<i>\$726.77</i>
<b>HILTON FT. WORTH - ALL DEPARTMENTS</b>			<b>\$726.77</b>

## HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$14,250.00
<i>HOLLAND &amp; HART LLP - Total For Water Tanks</i>			<i>\$14,250.00</i>
<b>HOLLAND &amp; HART LLP - ALL DEPARTMENTS</b>			<b>\$14,250.00</b>

## HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	Solvent	\$79.50
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$79.50</i>
<b>HOMAX OIL SALES INC - ALL DEPARTMENTS</b>			<b>\$79.50</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel Fuel & EcoClean Power Plus	\$46,357.66
HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded Fuel	\$26,443.66
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$72,801.32</i>
HOMAX OIL SALES, INC	Golf - Operations	Unleaded fuel	\$2,038.09
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$2,038.09</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$74,839.41</b>

## HOOTERS OF FT WORTH

HOOTERS OF FT WORTH	Fire-EMS Training	Meal at Fort Worth Downtown while attendi	\$23.36
<i>HOOTERS OF FT WORTH - Total For Fire-EMS Training</i>			<i>\$23.36</i>
<b>HOOTERS OF FT WORTH - ALL DEPARTMENTS</b>			<b>\$23.36</b>

## HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Buildings & Structures Fund	Supplies winterize Mike Sedar Pool - Hose an	\$87.70
<i>HOSE AND RUBBER SUPP - Total For Buildings &amp; Structures Fund</i>			<i>\$87.70</i>
HOSE AND RUBBER SUPP	Water Distribution	Male 1&2 Pipe Crimper for 660219 - Vehicle	\$21.21
<i>HOSE AND RUBBER SUPP - Total For Water Distribution</i>			<i>\$21.21</i>
HOSE AND RUBBER SUPP	WWTP Operations	Plumbing materials	\$74.00
<i>HOSE AND RUBBER SUPP - Total For WWTP Operations</i>			<i>\$74.00</i>
<b>HOSE AND RUBBER SUPP - ALL DEPARTMENTS</b>			<b>\$182.91</b>

## HQ SOUTHERN BBQ LLC

HQ SOUTHERN BBQ LLC	City Council	EATING PLACES, RESTAURANTS	\$340.00
<i>HQ SOUTHERN BBQ LLC - Total For City Council</i>			<i>\$340.00</i>
<b>HQ SOUTHERN BBQ LLC - ALL DEPARTMENTS</b>			<b>\$340.00</b>

## HUDSONNEWS ST1104

HUDSONNEWS ST1104	City Manager	Food expense during ICMA conference	\$19.46
<i>HUDSONNEWS ST1104 - Total For City Manager</i>			<i>\$19.46</i>
<b>HUDSONNEWS ST1104 - ALL DEPARTMENTS</b>			<b>\$19.46</b>

## HYATT PLACE LANSING

HYATT PLACE LANSING	Police Career Services	HYATT PLACE	\$1,017.22
<i>HYATT PLACE LANSING - Total For Police Career Services</i>			<i>\$1,017.22</i>
<b>HYATT PLACE LANSING - ALL DEPARTMENTS</b>			<b>\$1,017.22</b>

## HYATT REGENCY TULSA

HYATT REGENCY TULSA	Ft. Caspar Museum	Hotel stay for MPMA Conference	\$604.42
<i>HYATT REGENCY TULSA - Total For Ft. Caspar Museum</i>			<i>\$604.42</i>
<b>HYATT REGENCY TULSA - ALL DEPARTMENTS</b>			<b>\$604.42</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Field labor, travel & mileage/fuel surcharge	\$1,501.00
<i>HYDRO OPTIMIZATION &amp; - Total For Regional Water Operations</i>			<i>\$1,501.00</i>
HYDRO OPTIMIZATION &	RWS - Booster Stations	Field labor, travel & mileage/fuel surcharge	\$1,501.00
<i>HYDRO OPTIMIZATION &amp; - Total For RWS - Booster Stations</i>			<i>\$1,501.00</i>
<b>HYDRO OPTIMIZATION &amp; - ALL DEPARTMENTS</b>			<b>\$3,002.00</b>

## IACP

IACP	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$700.00
<i>IACP - Total For Police Career Services</i>			<i>\$700.00</i>

**IACP - ALL DEPARTMENTS** \$700.00

**IDEXX DISTRIBUTION I**

IDEXX DISTRIBUTION I Regional Water Operations Comparator - Lab Supplies \$22.57

IDEXX DISTRIBUTION I Regional Water Operations Colilert & Vessels Packages - Lab Supplies \$939.08

*IDEXX DISTRIBUTION I - Total For Regional Water Operations* \$961.65

**IDEXX DISTRIBUTION I - ALL DEPARTMENTS** \$961.65

**IFIT.COM 877-803-533**

IFIT.COM 877-803-533 Balefill - Baler Processing YEARLY PROFILE PRESCRIPTION ON IFIT GYM \$40.95

IFIT.COM 877-803-533 Balefill - Baler Processing YEARLY PROFILE PRESCRIPTION ON IFIT GYM \$40.95

IFIT.COM 877-803-533 Balefill - Baler Processing YEARLY PROFILE PRESCRIPTION ON IFIT GYM \$40.95

IFIT.COM 877-803-533 Balefill - Baler Processing YEARLY PROFILE PRESCRIPTION ON IFIT GYM \$40.95

*IFIT.COM 877-803-533 - Total For Balefill - Baler Processing* \$163.80

**IFIT.COM 877-803-533 - ALL DEPARTMENTS** \$163.80

**INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE Water Distribution Street construction & compaction testing \$1,450.90

*INBERG-MILLER ENGINE - Total For Water Distribution* \$1,450.90

**INBERG-MILLER ENGINE - ALL DEPARTMENTS** \$1,450.90

**INGRAM BOOK COMPANY**

INGRAM BOOK COMPANY General Fund Revenue Books for resale in museum store \$273.09

INGRAM BOOK COMPANY General Fund Revenue Books for resale in museum store \$180.42

*INGRAM BOOK COMPANY - Total For General Fund Revenue* \$453.51

**INGRAM BOOK COMPANY - ALL DEPARTMENTS** \$453.51

**INSITUFORM TECHNOLOG**

INSITUFORM TECHNOLOG Water Revenue and Transfers Retainage - Contract #22300208 \$7,660.36

*INSITUFORM TECHNOLOG - Total For Water Revenue and Transfers* \$7,660.36

INSITUFORM TECHNOLOG WWTP Operations N Platte Sanitary Sewer Rehab \$145,546.89

*INSITUFORM TECHNOLOG - Total For WWTP Operations* \$145,546.89

**INSITUFORM TECHNOLOG - ALL DEPARTMENTS**

\$153,207.25

**INTERMOUNTAIN MOTOR**

INTERMOUNTAIN MOTOR	Buildings & Structures Fund	Pump repair for Aquatics Center - Intermoun	\$1,132.80
INTERMOUNTAIN MOTOR	Buildings & Structures Fund	Pump repair supplies for Aquatics Center - In	\$180.49
<i>INTERMOUNTAIN MOTOR - Total For Buildings &amp; Structures Fund</i>			<i>\$1,313.29</i>
INTERMOUNTAIN MOTOR	WWTP Operations	Compressor motor	\$379.28
<i>INTERMOUNTAIN MOTOR - Total For WWTP Operations</i>			<i>\$379.28</i>
<b>INTERMOUNTAIN MOTOR - ALL DEPARTMENTS</b>			<b>\$1,692.57</b>

**INTERMTN ENTERPRISES**

INTERMTN ENTERPRISES	Hogadon - Operations	Update winter trail map	\$85.00
<i>INTERMTN ENTERPRISES - Total For Hogadon - Operations</i>			<i>\$85.00</i>
<b>INTERMTN ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$85.00</b>

**INTERSTATE ALL BATTE**

INTERSTATE ALL BATTE	Traffic Control	Batteries for 2nd & Walsh signal UPS	\$716.40
<i>INTERSTATE ALL BATTE - Total For Traffic Control</i>			<i>\$716.40</i>
<b>INTERSTATE ALL BATTE - ALL DEPARTMENTS</b>			<b>\$716.40</b>

**INTUIT, INC.**

INTUIT, INC.	City Manager	Membership dues and meal expense	\$240.50
<i>INTUIT, INC. - Total For City Manager</i>			<i>\$240.50</i>
INTUIT, INC.	Fire-EMS Operations	Station 2 washer and dryer project	\$1,600.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$1,600.00</i>
INTUIT, INC.	Fleet Maintenance Fund	MOVED CONDUIT TO FENCE, TESTED OUTLE	\$218.46
INTUIT, INC.	Fleet Maintenance Fund	2 LED LAMPS FOR SHOP LIGHTS	\$249.00
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$467.46</i>
INTUIT, INC.	Golf - Operations	10 gallons Civitas Turf Defense	\$485.00
<i>INTUIT, INC. - Total For Golf - Operations</i>			<i>\$485.00</i>
INTUIT, INC.	Municipal Court	ELECTRICAL CONTRACTORS	\$210.00
<i>INTUIT, INC. - Total For Municipal Court</i>			<i>\$210.00</i>
INTUIT, INC.	Risk Management	ELECTRICAL CONTRACTORS	\$78.25

INTUIT, INC.	Risk Management	ELECTRICAL CONTRACTORS	\$115.00
INTUIT, INC.	Risk Management	ELECTRICAL CONTRACTORS	\$495.00
<i>INTUIT, INC. - Total For Risk Management</i>			\$688.25
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$3,691.21</b>

## JACK'S #242

JACK'S #242	Water Meters	Dinner/Neptune Training - Travel/Training	\$6.80
<i>JACK'S #242 - Total For Water Meters</i>			\$6.80
<b>JACK'S #242 - ALL DEPARTMENTS</b>			<b>\$6.80</b>

## JAKES GREENVILLE

JAKES GREENVILLE	Fire-EMS Training	Meal while attending the NFPA 1700 Class	\$15.35
<i>JAKES GREENVILLE - Total For Fire-EMS Training</i>			\$15.35
<b>JAKES GREENVILLE - ALL DEPARTMENTS</b>			<b>\$15.35</b>

## JERSEY MIKES

JERSEY MIKES	River Volunteer Events	Volunteer day lunch	\$1,365.88
<i>JERSEY MIKES - Total For River Volunteer Events</i>			\$1,365.88
<b>JERSEY MIKES - ALL DEPARTMENTS</b>			<b>\$1,365.88</b>

## JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Miscellaneous Item	\$7,024.50
<i>JKC ENGINEERING - Total For Balefill - Disposal &amp; Landfill</i>			\$7,024.50
<b>JKC ENGINEERING - ALL DEPARTMENTS</b>			<b>\$7,024.50</b>

## JONAS SOFTWARE USA

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

## JOSE O'SHEA'S

JOSE O'SHEA'S	Fire-EMS Training	Meal while attending Casue and Origin class i	\$20.87
<i>JOSE O'SHEA'S - Total For Fire-EMS Training</i>			<i>\$20.87</i>
<b>JOSE O'SHEA'S - ALL DEPARTMENTS</b>			<b>\$20.87</b>

## JUDGES.ORG NAT JUD

JUDGES.ORG NAT JUD	Municipal Court	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$1,359.00
<i>JUDGES.ORG NATJUD - Total For Municipal Court</i>			<i>\$1,359.00</i>
<b>JUDGES.ORG NAT JUD - ALL DEPARTMENTS</b>			<b>\$1,359.00</b>

## KATOMRESTAU

KATOMRESTAU	Risk Management	Popcorn Machine Claim: 2022001	\$1,006.90
<i>KATOMRESTAU - Total For Risk Management</i>			<i>\$1,006.90</i>
<b>KATOMRESTAU - ALL DEPARTMENTS</b>			<b>\$1,006.90</b>

## KELE, INC

KELE, INC	Balefill - Disposal & Landfill	METHANE DETECTION SYSTEM SENSORS REP	\$1,022.24
<i>KELE, INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,022.24</i>
<b>KELE, INC - ALL DEPARTMENTS</b>			<b>\$1,022.24</b>

## KETEL THORSTENSON, L

KETEL THORSTENSON, L	Finance	Audit Services Contract for FY	\$46,472.78
<i>KETEL THORSTENSON, L - Total For Finance</i>			<i>\$46,472.78</i>
<b>KETEL THORSTENSON, L - ALL DEPARTMENTS</b>			<b>\$46,472.78</b>

## KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$100.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$240.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$108.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$137.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$250.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$213.49
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$50.00

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$137.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$252.20
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$444.09
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$137.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$240.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$359.49
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$141.75
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$61.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$210.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$109.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$167.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$378.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$109.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$295.00

*KINSCO LLC - Total For Fire-EMS Operations* \$4,141.52

**KINSCO LLC - ALL DEPARTMENTS** \$4,141.52

## KLM WYOMING HISTORIA

KLM WYOMING HISTORIA	General Fund Revenue	Wyo flag card/stickers for resale in museum	\$40.00
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*KLM WYOMING HISTORIA - Total For General Fund Revenue* \$40.00

**KLM WYOMING HISTORIA - ALL DEPARTMENTS** \$40.00

## KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	Crushed Base	\$213.90
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$460.50
KNIFE RIVER/JTL	Streets	City of Casper Mix & Fuel Surcharge	\$613.40
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$453.00
KNIFE RIVER/JTL	Streets	Crushed Base	\$237.00
KNIFE RIVER/JTL	Streets	57 Rock	\$546.54
KNIFE RIVER/JTL	Streets	City of Casper Mix & Fuel Surcharge	\$686.33
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$460.50
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$765.75
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$612.00
KNIFE RIVER/JTL	Streets	Crushed Base	\$219.60



KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$309.00
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$912.75
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$309.75
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$6,800.02</i>
KNIFE RIVER/JTL	Water Distribution	City of Casper Mix 1 & Fuel Surcharge	\$248.78
KNIFE RIVER/JTL	Water Distribution	City of Casper Mix & Fuel Surcharge	\$175.85
<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			<i>\$424.63</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$7,224.65</b>

## KNOX COMPANY INC

KNOX COMPANY INC	Fire-EMS Administration	Yearly subscription to Knox Connect Service	\$1,038.00
<i>KNOX COMPANY INC - Total For Fire-EMS Administration</i>			<i>\$1,038.00</i>
<b>KNOX COMPANY INC - ALL DEPARTMENTS</b>			<b>\$1,038.00</b>

## KUM&GO 0934 WELLINGT

KUM&GO 0934 WELLINGT	Police Investigations	AUTOMATED FUEL DISPENSERS	\$76.03
<i>KUM&amp;GO 0934 WELLINGT - Total For Police Investigations</i>			<i>\$76.03</i>
<b>KUM&amp;GO 0934 WELLINGT - ALL DEPARTMENTS</b>			<b>\$76.03</b>

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	SCBA Boots	\$533.54
L.N. CURTIS & SONS I	Fire-EMS Operations	SCBA Boots and gear	\$2,626.18
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$3,159.72</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$3,159.72</b>

## LAWSON PRODUCTS

LAWSON PRODUCTS	WWTP Operations	Pry bars	\$348.58
LAWSON PRODUCTS	WWTP Operations	Washers	\$24.50
<i>LAWSON PRODUCTS - Total For WWTP Operations</i>			<i>\$373.08</i>
<b>LAWSON PRODUCTS - ALL DEPARTMENTS</b>			<b>\$373.08</b>

## LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Wrecking bar	\$119.23
<i>LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund</i>			<i>\$119.23</i>
<b>LAWSON PRODUCTS INC - ALL DEPARTMENTS</b>			<b>\$119.23</b>

### LOAF N JUG #0119

LOAF N JUG #0119	Fire-EMS Training	Fuel while attending casue and origin class in	\$65.98
<i>LOAF N JUG #0119 - Total For Fire-EMS Training</i>			<i>\$65.98</i>
<b>LOAF N JUG #0119 - ALL DEPARTMENTS</b>			<b>\$65.98</b>

### LOAF N JUG #0192

LOAF N JUG #0192	Fire-EMS Operations	Fuel to travel to Cheyenne for recruit acade	\$84.72
<i>LOAF N JUG #0192 - Total For Fire-EMS Operations</i>			<i>\$84.72</i>
LOAF N JUG #0192	Fire-EMS Training	Meal while traveling to Cheyenne recruit aca	\$4.88
<i>LOAF N JUG #0192 - Total For Fire-EMS Training</i>			<i>\$4.88</i>
<b>LOAF N JUG #0192 - ALL DEPARTMENTS</b>			<b>\$89.60</b>

### MCCOY SALES CORPORAT

MCCOY SALES CORPORAT	WWTP Operations	Credit	(\$3.04)
<i>MCCOY SALES CORPORAT - Total For WWTP Operations</i>			<i>(\$3.04)</i>
<b>MCCOY SALES CORPORAT - ALL DEPARTMENTS</b>			<b>(\$3.04)</b>

### MCDONALD'S F12500

MCDONALD'S F12500	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$11.33
<i>MCDONALD'S F12500 - Total For Fire-EMS Training</i>			<i>\$11.33</i>
<b>MCDONALD'S F12500 - ALL DEPARTMENTS</b>			<b>\$11.33</b>

### MD FURNITURE

MD FURNITURE	Rec Center - Operations	Fitness & Weight Equipment Repair	\$1,100.00
<i>MD FURNITURE - Total For Rec Center - Operations</i>			<i>\$1,100.00</i>
<b>MD FURNITURE - ALL DEPARTMENTS</b>			<b>\$1,100.00</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	TOOLS FOR BALER BUILDING	\$126.69
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			\$126.69
MENARDS CASPER WY	Buildings & Structures Fund	Plumbing repair supplies for Fire 1 - Menards	\$133.67
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Washington Pool - Menar	\$161.28
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			\$294.95
MENARDS CASPER WY	Rec Center - Special Program	Fall Carnival Supplies; CRF	\$59.47
<i>MENARDS CASPER WY - Total For Rec Center - Special Programs</i>			\$59.47
MENARDS CASPER WY	Regional Water Operations	Laminated Expander Pack - Well Supplies	\$13.68
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			\$13.68
MENARDS CASPER WY	Weed & Pest Fund	Sprayer refund	(\$90.00)
<i>MENARDS CASPER WY - Total For Weed &amp; Pest Fund</i>			(\$90.00)
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$404.79</b>

## MERBACK AWARDS CO

MERBACK AWARDS CO	City Council	Signs for Council Chambers	\$77.60
<i>MERBACK AWARDS CO - Total For City Council</i>			\$77.60
MERBACK AWARDS CO	Community Development	MISCELLANEOUS AND RETAIL STORES - Nam	\$23.00
<i>MERBACK AWARDS CO - Total For Community Development</i>			\$23.00
MERBACK AWARDS CO	Fire-EMS Operations	Name tags and frogs	\$124.95
<i>MERBACK AWARDS CO - Total For Fire-EMS Operations</i>			\$124.95
<b>MERBACK AWARDS CO - ALL DEPARTMENTS</b>			<b>\$225.55</b>

## MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$230.30
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			\$230.30
<b>MIDLAND SCIENTIFIC - ALL DEPARTMENTS</b>			<b>\$230.30</b>

## ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repair / maintenance	\$265.50
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repairs / maintenance	\$1,084.50
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repair / maintenance	\$424.76
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repair / maintenance	\$424.76

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle repair / maintenance	\$1,268.50
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle Alignment & A/C System Charge	\$197.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			<i>\$3,665.02</i>
<b>ML AUTOMOTIVE - ALL DEPARTMENTS</b>			<b>\$3,665.02</b>

## MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Water Distribution	City of Casper 40, Fuel Surcharge & Haul Cha	\$824.50
<i>MOBILE CONCRETE, INC - Total For Water Distribution</i>			<i>\$824.50</i>
<b>MOBILE CONCRETE, INC - ALL DEPARTMENTS</b>			<b>\$824.50</b>

## MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Balefill - Diversion & Special	Outlet replacement	\$228.00
<i>MODERN ELECTRIC CORP - Total For Balefill - Diversion &amp; Special</i>			<i>\$228.00</i>
<b>MODERN ELECTRIC CORP - ALL DEPARTMENTS</b>			<b>\$228.00</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Community Development	Printing services - envelopes	\$221.38
<i>MOUNTAIN STATES - Total For Community Development</i>			<i>\$221.38</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$221.38</b>

## MPI WAREHOUSE SPECIA

MPI WAREHOUSE SPECIA	Water Distribution	Pressure Gauge - Water & Sewerline Materia	\$35.15
<i>MPI WAREHOUSE SPECIA - Total For Water Distribution</i>			<i>\$35.15</i>
<b>MPI WAREHOUSE SPECIA - ALL DEPARTMENTS</b>			<b>\$35.15</b>

## MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Rescue tool repair and parts	\$3,595.75
MUNICIPAL EMERGENCY	Fire-EMS Operations	Two fire helmets	\$761.10
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			<i>\$4,356.85</i>
<b>MUNICIPAL EMERGENCY - ALL DEPARTMENTS</b>			<b>\$4,356.85</b>

## MUNICIPAL TREATMENT

MUNICIPAL TREATMENT	WWTP Operations	Actuator repair	\$1,798.03
<i>MUNICIPAL TREATMENT - Total For WWTP Operations</i>			<i>\$1,798.03</i>
<b>MUNICIPAL TREATMENT - ALL DEPARTMENTS</b>			<b>\$1,798.03</b>

## MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	HVY DTY TARPS IN BALER BUILDING	\$85.98
<i>MURDOCH'S RANCH&amp;HOME - Total For Balefill - Baler Processing</i>			<i>\$85.98</i>
MURDOCH'S RANCH&HOM	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$8.49
<i>MURDOCH'S RANCH&amp;HOME - Total For Metro Animal Shelter</i>			<i>\$8.49</i>
<b>MURDOCH'S RANCH&amp;HOME - ALL DEPARTMENTS</b>			<b>\$94.47</b>

## MURPHY EXPRESS

MURPHY EXPRESS	Fire-EMS Training	Fuel for cause and origin class in CO	\$72.46
<i>MURPHY EXPRESS - Total For Fire-EMS Training</i>			<i>\$72.46</i>
<b>MURPHY EXPRESS - ALL DEPARTMENTS</b>			<b>\$72.46</b>

## NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	Silicone	\$16.29
<i>NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing</i>			<i>\$16.29</i>
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables/Tools/IBS Expenses/Parts/Insu	\$1,954.12
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables/Tools/IBS Expenses/Parts/Insu	\$1,402.28
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables/Tools/IBS Expenses/Parts/Insu	\$12,592.40
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables/Tools/IBS Expenses/Parts/Insu	\$112,266.32
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$128,215.12</i>
NAPA AUTO PARTS CORP	Regional Water Operations	Roof Vent Parts & Belts - Machinery Supplies	\$76.76
NAPA AUTO PARTS CORP	Regional Water Operations	RTU Ext Life Gal	\$10.06
NAPA AUTO PARTS CORP	Regional Water Operations	Rubber Tightener - Machinery Supplies	\$34.08
NAPA AUTO PARTS CORP	Regional Water Operations	Snap Ring Pliers Set	\$319.98
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$440.88</i>
<b>NAPA AUTO PARTS CORP - ALL DEPARTMENTS</b>			<b>\$128,672.29</b>

## NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Latex gloves, cleaner & air freshener	\$74.37
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$74.37</i>
NORCO, INC.	Buildings & Structures Fund	Paper towels	\$98.24
NORCO, INC.	Buildings & Structures Fund	Bathroom tissue & paper towels	\$355.84
<i>NORCO, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$454.08</i>
NORCO, INC.	Metro Animal Shelter	Disinfectant Bleach, Batteries, Dishwashing S	\$160.06
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$160.06</i>
NORCO, INC.	Sewer Wastewater Collection	office supplies	\$72.59
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			<i>\$72.59</i>
NORCO, INC.	WWTP Operations	Gloves	\$178.70
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$178.70</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$939.80</b>

## NORDIC SOUND INCORPO

NORDIC SOUND INCORPO	City Council	Equipment installation	\$5,406.99
<i>NORDIC SOUND INCORPO - Total For City Council</i>			<i>\$5,406.99</i>
NORDIC SOUND INCORPO	Information Services	Service agreement - 2022 Q3 & Q4	\$2,732.50
<i>NORDIC SOUND INCORPO - Total For Information Services</i>			<i>\$2,732.50</i>
<b>NORDIC SOUND INCORPO - ALL DEPARTMENTS</b>			<b>\$8,139.49</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Cable cutter, work light & flashlight	\$293.37
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$293.37</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	First aid kit, latex gloves, caulk & gloves	\$231.05
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$231.05</i>
NORTHWEST CONTRACTOR	Buildings & Structures Fund	BAS Shop Supplies - NW Contractors Supply	\$27.32
<i>NORTHWEST CONTRACTOR - Total For Buildings &amp; Structures Fund</i>			<i>\$27.32</i>
NORTHWEST CONTRACTOR	Refuse - Commercial	Bungees (blue)	\$244.80
<i>NORTHWEST CONTRACTOR - Total For Refuse - Commercial</i>			<i>\$244.80</i>
NORTHWEST CONTRACTOR	Regional Water Operations	Wet/Dry Vacuum Tool - Small Tools & Suppli	\$129.00
<i>NORTHWEST CONTRACTOR - Total For Regional Water Operations</i>			<i>\$129.00</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection	tools for trucks	\$97.46

NORTHWEST CONTRACTOR	Sewer Wastewater Collection safety supplies		\$26.60
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$124.06</i>
NORTHWEST CONTRACTOR	Streets	Stakes for forming concrete	\$163.54
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$163.54</i>
NORTHWEST CONTRACTOR	Water Distribution	Swellstop Roll - Water/Sewerline Materials	\$141.18
NORTHWEST CONTRACTOR	Water Distribution	14" Walk Behind Blade - Other Materials & S	\$143.20
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$284.38</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$1,497.52</b>

## NORTHWEST PIPE

NORTHWEST PIPE	Water Distribution	88-SS 6' Sampling Stations	\$10,190.00
<i>NORTHWEST PIPE - Total For Water Distribution</i>			<i>\$10,190.00</i>
<b>NORTHWEST PIPE - ALL DEPARTMENTS</b>			<b>\$10,190.00</b>

## NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary services	\$309.43
NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary services	\$596.37
NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary services	\$288.23
NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary services	\$166.84
NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary services	\$168.30
<i>NVA CASPER VETERINAR - Total For Metro Animal Shelter</i>			<i>\$1,529.17</i>
<b>NVA CASPER VETERINAR - ALL DEPARTMENTS</b>			<b>\$1,529.17</b>

## ODP BUS SOL LLC

ODP BUS SOL LLC	Customer Service	1 black toner for copier, 1 black toner for col	\$50.92
<i>ODP BUS SOL LLC - Total For Customer Service</i>			<i>\$50.92</i>
ODP BUS SOL LLC	Finance	1 black toner for copier, 1 black toner for col	\$50.93
<i>ODP BUS SOL LLC - Total For Finance</i>			<i>\$50.93</i>
ODP BUS SOL LLC	Health Insurance Fund	1 black toner for copier, 1 black toner for col	\$50.92
<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			<i>\$50.92</i>
ODP BUS SOL LLC	Human Resources	1 box poly folders, 1 box of standard paper cl	\$31.58
ODP BUS SOL LLC	Human Resources	1 black toner for copier, 1 black toner for col	\$66.23
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$97.81</i>

ODP BUS SOL LLC	Risk Management	1 black toner for copier, 1 black toner for col	\$50.93
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>\$50.93</i>
<b>ODP BUS SOL LLC - ALL DEPARTMENTS</b>			<b>\$301.51</b>

## OLD CHICAGO 0066

OLD CHICAGO 0066	Fire-EMS Training	Meal while attending Casue and Origin class i	\$33.02
OLD CHICAGO 0066	Fire-EMS Training	Meal while attending Cause and Origin class i	\$31.00
<i>OLD CHICAGO 0066 - Total For Fire-EMS Training</i>			<i>\$64.02</i>
<b>OLD CHICAGO 0066 - ALL DEPARTMENTS</b>			<b>\$64.02</b>

## OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Auto Body Repair	\$10,570.65
<i>OLSON AUTOBODY &amp; COL - Total For Fleet Maintenance Fund</i>			<i>\$10,570.65</i>
<b>OLSON AUTOBODY &amp; COL - ALL DEPARTMENTS</b>			<b>\$10,570.65</b>

## PANDA EXPRESS

PANDA EXPRESS	Police Investigations	FAST FOOD RESTAURANTS	\$12.91
<i>PANDA EXPRESS - Total For Police Investigations</i>			<i>\$12.91</i>
<b>PANDA EXPRESS - ALL DEPARTMENTS</b>			<b>\$12.91</b>

## PAYPAL SGR

PAYPAL SGR	Human Resources	SGR Job Board Subscription (annual)	\$450.00
<i>PAYPAL SGR - Total For Human Resources</i>			<i>\$450.00</i>
<b>PAYPAL SGR - ALL DEPARTMENTS</b>			<b>\$450.00</b>

## PEDEN'S INC

PEDEN'S INC	Refuse - Residential	Screen printed shirts	\$1,198.50
<i>PEDEN'S INC - Total For Refuse - Residential</i>			<i>\$1,198.50</i>
<b>PEDEN'S INC - ALL DEPARTMENTS</b>			<b>\$1,198.50</b>

## PEPSI COLA OF CASPER



PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$65.40
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$15.15
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$823.79
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$29.55
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$171.20
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$20.20
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$318.53
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$116.70
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$34.30
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$116.70
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$61.40
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conse	Beverages	\$96.10
<i>PEPSI COLA OF CASPER - Total For Aquatics- Mike Sedar Conse</i>			<i>\$1,869.02</i>
PEPSI COLA OF CASPER	Aquatics- Paradise Valley Con	Beverages	\$773.79
PEPSI COLA OF CASPER	Aquatics- Paradise Valley Con	Beverages	\$29.55
PEPSI COLA OF CASPER	Aquatics- Paradise Valley Con	Beverages	\$20.20
<i>PEPSI COLA OF CASPER - Total For Aquatics- Paradise Valley Cons</i>			<i>\$823.54</i>
<b>PEPSI COLA OF CASPER - ALL DEPARTMENTS</b>			<b>\$2,692.56</b>

## PETSMART #3082

PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$35.98
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$35.98</i>
<b>PETSMART #3082 - ALL DEPARTMENTS</b>			<b>\$35.98</b>

## PILOT

PILOT	Fire-EMS Operations	Fuel for Trip to Cheyenne for recruit academ	\$56.06
<i>PILOT - Total For Fire-EMS Operations</i>			<i>\$56.06</i>
<b>PILOT - ALL DEPARTMENTS</b>			<b>\$56.06</b>

## PIZZA HUT 035957

PIZZA HUT 035957	Police Career Services	EATING PLACES, RESTAURANTS	\$116.56
<i>PIZZA HUT 035957 - Total For Police Career Services</i>			<i>\$116.56</i>

**PIZZA HUT 035957 - ALL DEPARTMENTS** \$116.56

**POSTAL PROS, INC.**

POSTAL PROS, INC.	Customer Service	COC Utility Bills/Past Due Notices/Mailing/Po	\$3,867.16
POSTAL PROS, INC.	Customer Service	COC Utility Bills/Past Due Notices/Mailing/Po	\$4,333.39
POSTAL PROS, INC.	Customer Service	E-Statements, Texts & Payments / IVR Paym	\$2,359.25

*POSTAL PROS, INC. - Total For Customer Service* \$10,559.80

POSTAL PROS, INC.	Water Revenue and Transfers	E-Statements, Texts & Payments / IVR Paym	\$690.00
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*POSTAL PROS, INC. - Total For Water Revenue and Transfers* \$690.00

**POSTAL PROS, INC. - ALL DEPARTMENTS** \$11,249.80

**PP WYOMINGWATE**

PP WYOMINGWATE	Sewer Wastewater Collection training for licenses--Rusty Gurney, Shaun Hil		\$750.00
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*PP WYOMINGWATE - Total For Sewer Wastewater Collection* \$750.00

**PP WYOMINGWATE - ALL DEPARTMENTS** \$750.00

**PRO-TEC AUTO BODY**

PRO-TEC AUTO BODY	Fleet Maintenance Fund	Auto body repair	\$1,327.00
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*PRO-TEC AUTO BODY - Total For Fleet Maintenance Fund* \$1,327.00

**PRO-TEC AUTO BODY - ALL DEPARTMENTS** \$1,327.00

**PUBLIC WORKS-PRKG ME**

PUBLIC WORKS-PRKG ME	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$4.00
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*PUBLIC WORKS-PRKG ME - Total For Police Career Services* \$4.00

**PUBLIC WORKS-PRKG ME - ALL DEPARTMENTS** \$4.00

**PURVIS INDUSTRIES**

PURVIS INDUSTRIES	WWTP Operations	Oiler line	\$5.50
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*PURVIS INDUSTRIES - Total For WWTP Operations* \$5.50

**PURVIS INDUSTRIES - ALL DEPARTMENTS** \$5.50

## RAY ALLEN MANUFACTUR

RAY ALLEN MANUFACTUR	Police Administration	DURABLE GOODS,NOT ELSEWHERE CLASSIFI	\$120.36
<i>RAY ALLEN MANUFACTUR - Total For Police Administration</i>			<i>\$120.36</i>
<b>RAY ALLEN MANUFACTUR - ALL DEPARTMENTS</b>			<b>\$120.36</b>

## RAZZOO'S CAJUN CAFE

RAZZOO'S CAJUN CAFE	Fire-EMS Training	Meal while attedning NFPA 1700 class	\$20.96
<i>RAZZOO'S CAJUN CAFE - Total For Fire-EMS Training</i>			<i>\$20.96</i>
<b>RAZZOO'S CAJUN CAFE - ALL DEPARTMENTS</b>			<b>\$20.96</b>

## RED ROOF INN

RED ROOF INN	City Manager	Hotel expense during ICMA conference	\$6.45
RED ROOF INN	City Manager	Hotel expense during ICMA conference	\$161.95
RED ROOF INN	City Manager	Hotel expense during ICMA conference	\$479.40
<i>RED ROOF INN - Total For City Manager</i>			<i>\$647.80</i>
<b>RED ROOF INN - ALL DEPARTMENTS</b>			<b>\$647.80</b>

## REED'S AUTOMOTIVE &

REED'S AUTOMOTIVE &	Fleet Maintenance Fund	Installation of tail pipe	\$123.20
<i>REED'S AUTOMOTIVE &amp; - Total For Fleet Maintenance Fund</i>			<i>\$123.20</i>
<b>REED'S AUTOMOTIVE &amp; - ALL DEPARTMENTS</b>			<b>\$123.20</b>

## REVIVAL ANIMAL HEALT

REVIVAL ANIMAL HEALT	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$583.25
<i>REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter</i>			<i>\$583.25</i>
<b>REVIVAL ANIMAL HEALT - ALL DEPARTMENTS</b>			<b>\$583.25</b>

## RILEY INDUSTRIAL SER

RILEY INDUSTRIAL SER	WWTP Revenue and Transfer Contract Withholding: 23300010		\$2,957.15
<i>RILEY INDUSTRIAL SER - Total For WWTP Revenue and Transfers</i>			<i>\$2,957.15</i>

**RILEY INDUSTRIAL SER - ALL DEPARTMENTS** \$2,957.15

### RIVER OAKS COMMUNICA

RIVER OAKS COMMUNICA	General Fund Revenue	AT&T's Eligible Facilities Request	\$935.00
<i>RIVER OAKS COMMUNICA - Total For General Fund Revenue</i>			<i>\$935.00</i>

**RIVER OAKS COMMUNICA - ALL DEPARTMENTS** \$935.00

### RMI CASPER

RMI CASPER	Balefill - Baler Processing	COLD WEATHER PPE BALER BUILDING TEAM	\$321.12
<i>RMI CASPER - Total For Balefill - Baler Processing</i>			<i>\$321.12</i>

**RMI CASPER - ALL DEPARTMENTS** \$321.12

### Rocky Mountain

Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$132.30
Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$1,105.33
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$1,237.63</i>

Rocky Mountain	Water Distribution	Monthly rental	\$24.60
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$24.60</i>

**Rocky Mountain - ALL DEPARTMENTS** \$1,262.23

### ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$344.78
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$344.78</i>

ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$229.76
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ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$10,189.31
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<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$10,419.07</i>
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ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$55.98
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<i>ROCKY MOUNTAIN POWER - Total For Buildings &amp; Structures Fund</i>			<i>\$55.98</i>
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ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$10,632.08
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<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$10,632.08</i>
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$588.57
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ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,534.50
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<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$3,123.07</i>
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ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,857.43
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			\$3,857.43
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$1,239.12
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$1,239.12
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$4,218.83
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$4,218.83
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$57.39
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,130.48
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$2,187.87
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$106.16
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			\$106.16
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$4,636.90
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	\$354.23
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4	\$74,956.29
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	\$26.18
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-0005 2	\$372.60
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	\$4,019.00
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	\$279.94
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,491.40
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	\$1,151.35
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$784.04
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$633.20
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$88,705.13
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	\$44.07
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	\$24.83
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	\$26.20
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-022 7	\$25.72
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	\$1,970.01
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$60.71
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4	\$1,885.78
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6	\$763.68
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	\$2,503.96
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$7,304.96
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	\$400.36
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$400.36
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$46,794.96

<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$46,794.96
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$31,638.79
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$31,638.79</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$26,687.81
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$26,687.81</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$237,716.40</b>

## Rooter

Rooter	Parks - Parks Maint.	Porta-John from R&R	\$382.45
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$1,279.36
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$227.25
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$208.80
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$2,097.86</i>
<b>Rooter - ALL DEPARTMENTS</b>			<b>\$2,097.86</b>

## RUFF KUTT KUSTOMZ

RUFF KUTT KUSTOMZ	Risk Management	Fabricate / replace railing	\$7,100.00
<i>RUFF KUTT KUSTOMZ - Total For Risk Management</i>			<i>\$7,100.00</i>
<b>RUFF KUTT KUSTOMZ - ALL DEPARTMENTS</b>			<b>\$7,100.00</b>

## S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	CRC Program Supplies including watercolor p	\$89.74
<i>S&amp;S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$89.74</i>
<b>S&amp;S WORLDWIDE, - ALL DEPARTMENTS</b>			<b>\$89.74</b>

## SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Baler Processing	SUPPLIES FOR BALER & TRUCK BARN	\$29.16
<i>SAMS CLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$29.16</i>
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$322.44
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$322.44</i>
SAMS CLUB #6425	Ice Arena - Concessions	Concession Items for Resale	\$258.70
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSION Resale Items	\$132.62
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$391.32</i>

SAMS CLUB #6425	Ice Arena - Operations	Custodial Supplies - Kleenex Tissues	\$13.98
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			\$13.98
SAMS CLUB #6425	Municipal Court	WHOLESALE CLUBS	\$31.21
<i>SAMS CLUB #6425 - Total For Municipal Court</i>			\$31.21
SAMS CLUB #6425	Rec Center - Special Program	Fall Carnival Prizes & Supplies, CRF	\$675.04
<i>SAMS CLUB #6425 - Total For Rec Center - Special Programs</i>			\$675.04
SAMS CLUB #6425	Refuse - Residential	SUPPLIES FOR BALER & TRUCK BARN	\$106.72
<i>SAMS CLUB #6425 - Total For Refuse - Residential</i>			\$106.72
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,569.87</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Baler Processing	BATTERIES, HANDSOAP	\$10.78
<i>SAMSCLUB #6425 - Total For Balefill - Baler Processing</i>			\$10.78
SAMSCLUB #6425	Balefill - Disposal & Landfill	MICROFIBER TOWELS, FORKS, SPOONS, CLO	\$211.02
<i>SAMSCLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			\$211.02
SAMSCLUB #6425	Balefill - Diversion & Special	BATTERIES, HANDSOAP	\$61.52
<i>SAMSCLUB #6425 - Total For Balefill - Diversion &amp; Special</i>			\$61.52
SAMSCLUB #6425	Buildings & Structures Fund	AAA BAtteries ; Outdoor Games for Camp/Pr	\$21.58
<i>SAMSCLUB #6425 - Total For Buildings &amp; Structures Fund</i>			\$21.58
SAMSCLUB #6425	City Council	Meeting supplies	\$275.58
<i>SAMSCLUB #6425 - Total For City Council</i>			\$275.58
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$253.26
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			\$253.26
SAMSCLUB #6425	Rec Center - Classes	AAA BAtteries ; Outdoor Games for Camp/Pr	\$14.88
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			\$14.88
SAMSCLUB #6425	Refuse - Residential	MICROFIBER TOWELS, FORKS, SPOONS, CLO	\$31.44
<i>SAMSCLUB #6425 - Total For Refuse - Residential</i>			\$31.44
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$880.06</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Buildings & Structures Fund	City Hall Custodial Supplies - Sams Club	\$158.34
<i>SAMSCLUB.COM - Total For Buildings &amp; Structures Fund</i>			\$158.34
SAMSCLUB.COM	Ice Arena - Operations	Custodial Supplies - Napkins	\$27.98
<i>SAMSCLUB.COM - Total For Ice Arena - Operations</i>			\$27.98

**SAMSClub.COM - ALL DEPARTMENTS**

\$186.32

**SELF HELP CENTER, IN**

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Cente	\$13,748.75
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<i>SELF HELP CENTER, IN - Total For Capital Projects Fund</i>			\$13,748.75
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**SELF HELP CENTER, IN - ALL DEPARTMENTS**

\$13,748.75

**SHELL OIL 5744427920**

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$199.64
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SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$86.65
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<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$286.29
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**SHELL OIL 5744427920 - ALL DEPARTMENTS**

\$286.29

**SIRCHIE ACQUISITION**

SIRCHIE ACQUISITION	Police Investigations	Evidence materials - scale, tape, etc	\$706.70
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<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			\$706.70
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**SIRCHIE ACQUISITION - ALL DEPARTMENTS**

\$706.70

**SLEEP INN**

SLEEP INN	Police Career Services	SLEEP INN	\$128.65
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<i>SLEEP INN - Total For Police Career Services</i>			\$128.65
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**SLEEP INN - ALL DEPARTMENTS**

\$128.65

**SMARSH, INC**

SMARSH, INC	Information Services	Professional Archive Capture - 9/01/22 to 9/	\$1,985.50
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<i>SMARSH, INC - Total For Information Services</i>			\$1,985.50
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**SMARSH, INC - ALL DEPARTMENTS**

\$1,985.50

**SMITH PSYCHOLOGICAL**

SMITH PSYCHOLOGICAL	Police Administration	Confidential legal or medical matters	\$400.00
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<i>SMITH PSYCHOLOGICAL - Total For Police Administration</i>			\$400.00
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SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$500.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$500.00</i>
<b>SMITH PSYCHOLOGICAL - ALL DEPARTMENTS</b>			<b>\$900.00</b>

### SMITHS FOOD #4185

SMITHS FOOD #4185	River Volunteer Events	Volunteer day supplies	\$5.98
SMITHS FOOD #4185	River Volunteer Events	Volunteer day supplies	\$5.98
<i>SMITHS FOOD #4185 - Total For River Volunteer Events</i>			<i>\$11.96</i>
<b>SMITHS FOOD #4185 - ALL DEPARTMENTS</b>			<b>\$11.96</b>

### SOFT DR INC

SOFT DR INC	Municipal Court	Water delivery	\$8.20
<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$8.20</i>
<b>SOFT DR INC - ALL DEPARTMENTS</b>			<b>\$8.20</b>

### SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Disposal & Landfill	SWANA DUES	\$245.00
<i>SOLID WASTE ASSOCIA - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$245.00</i>
<b>SOLID WASTE ASSOCIA - ALL DEPARTMENTS</b>			<b>\$245.00</b>

### SP KONG CARES

SP KONG CARES	Metro Animal Shelter	COMPUTER SOFTWARE STORES	\$79.06
<i>SP KONG CARES - Total For Metro Animal Shelter</i>			<i>\$79.06</i>
<b>SP KONG CARES - ALL DEPARTMENTS</b>			<b>\$79.06</b>

### SPARE LABS INC

SPARE LABS INC	Public Transit - CARES Act	Metered Max Active Vehicles - 8/01/22 to 8/	\$2,895.83
<i>SPARE LABS INC - Total For Public Transit - CARES Act</i>			<i>\$2,895.83</i>
<b>SPARE LABS INC - ALL DEPARTMENTS</b>			<b>\$2,895.83</b>

### SPF45

SPF45	Police Career Services	AUTOMATED FUEL DISPENSERS	\$20.40
<i>SPF45 - Total For Police Career Services</i>			<i>\$20.40</i>
<b>SPF45 - ALL DEPARTMENTS</b>			<b>\$20.40</b>

## SQ BLACK HILLS RECR

SQ BLACK HILLS RECR	Rec Center - Classes	Leadership Training CRC Program	\$350.00
<i>SQ BLACK HILLS RECR - Total For Rec Center - Classes</i>			<i>\$350.00</i>
<b>SQ BLACK HILLS RECR - ALL DEPARTMENTS</b>			<b>\$350.00</b>

## SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Aquatics - Operations	Universal Power Supply	\$139.00
<i>SQ COMPUTER PROFESS - Total For Aquatics - Operations</i>			<i>\$139.00</i>
SQ COMPUTER PROFESS	Community Development	Docking Station for Barb	\$290.00
<i>SQ COMPUTER PROFESS - Total For Community Development</i>			<i>\$290.00</i>
SQ COMPUTER PROFESS	Ft. Caspar Museum	Wireless keyboard for multi-use room upgra	\$49.95
<i>SQ COMPUTER PROFESS - Total For Ft. Caspar Museum</i>			<i>\$49.95</i>
<b>SQ COMPUTER PROFESS - ALL DEPARTMENTS</b>			<b>\$478.95</b>

## SQ MAKE ME A

SQ MAKE ME A	General Fund Revenue	Tshirts for resale in gift shop	\$293.00
<i>SQ MAKE ME A - Total For General Fund Revenue</i>			<i>\$293.00</i>
<b>SQ MAKE ME A - ALL DEPARTMENTS</b>			<b>\$293.00</b>

## SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Risk Management	CPR Training - Heartsaver E-Card purchase fo	\$132.00
<i>SQ MY EDUCATIONAL R - Total For Risk Management</i>			<i>\$132.00</i>
<b>SQ MY EDUCATIONAL R - ALL DEPARTMENTS</b>			<b>\$132.00</b>

## SQ PWP WYOMING

SQ PWP WYOMING	Ice Arena - Concessions	Papa Johns September Pizza Orders	\$111.15
<i>SQ PWP WYOMING - Total For Ice Arena - Concessions</i>			<i>\$111.15</i>

**SQ PWP WYOMING - ALL DEPARTMENTS** \$111.15

## **SQ SUMMIT ELECTRIC**

SQ SUMMIT ELECTRIC Buildings & Structures Fund Electrical Repair work at Ft Caspar - Summit \$493.48

*SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund* \$493.48

**SQ SUMMIT ELECTRIC - ALL DEPARTMENTS** \$493.48

## **SQUARESPACE INC.**

SQUARESPACE INC. City Manager Website subscription \$33.00

*SQUARESPACE INC. - Total For City Manager* \$33.00

**SQUARESPACE INC. - ALL DEPARTMENTS** \$33.00

## **STAPLES**

STAPLES Fire-EMS Administration Admin office supplies \$45.98

*STAPLES - Total For Fire-EMS Administration* \$45.98

STAPLES Regional Water Operations Note Cards, Note Pads, & USB Port - Office S \$80.76

*STAPLES - Total For Regional Water Operations* \$80.76

**STAPLES - ALL DEPARTMENTS** \$126.74

## **STAPLES DIRECT**

STAPLES DIRECT Community Development In and Out Board \$154.34

*STAPLES DIRECT - Total For Community Development* \$154.34

STAPLES DIRECT Human Resources 6 expandable file pocket folders, assorted col \$60.42

*STAPLES DIRECT - Total For Human Resources* \$60.42

**STAPLES DIRECT - ALL DEPARTMENTS** \$214.76

## **STAPLETON STAYBRDIGE**

STAPLETON STAYBRDIGE Fire-EMS Prevent & Inspect Refund of tax for Chief Moore's Room. (\$71.96)

*STAPLETON STAYBRDIGE - Total For Fire-EMS Prevent & Inspect* (\$71.96)

**STAPLETON STAYBRDIGE - ALL DEPARTMENTS** (\$71.96)

## STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Architectural design for City	\$5,975.00
<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			<i>\$5,975.00</i>
<b>STATELINE NO 7 ARCHI - ALL DEPARTMENTS</b>			<b>\$5,975.00</b>

## STAX WYOMING FIRS

STAX WYOMING FIRS	Golf - Operations	First Aid cabinet restock	\$30.25
<i>STAX WYOMING FIRS - Total For Golf - Operations</i>			<i>\$30.25</i>
STAX WYOMING FIRS	WWTP Operations	First aid supplies	\$67.54
<i>STAX WYOMING FIRS - Total For WWTP Operations</i>			<i>\$67.54</i>
<b>STAX WYOMING FIRS - ALL DEPARTMENTS</b>			<b>\$97.79</b>

## Subway 22369

Subway 22369	Fire-EMS Training	Meal while on trip to Cheyenne for Recruit A	\$6.38
<i>Subway 22369 - Total For Fire-EMS Training</i>			<i>\$6.38</i>
<b>Subway 22369 - ALL DEPARTMENTS</b>			<b>\$6.38</b>

## SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Baler Processing	Fan control repair	\$55.00
<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Baler Processing</i>			<i>\$55.00</i>
SUMMIT ELECTRIC LLC.	Refuse - Residential	Rewiring of motor	\$55.00
SUMMIT ELECTRIC LLC.	Refuse - Residential	Heater wiring repair	\$75.00
SUMMIT ELECTRIC LLC.	Refuse - Residential	Electrical work / repair on gate	\$192.39
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Residential</i>			<i>\$322.39</i>
<b>SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS</b>			<b>\$377.39</b>

## SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Buildings & Structures Fund	Fire extinguisher testing / maintenance	\$777.50
SUMMIT FIRE & SECURI	Buildings & Structures Fund	Fire extinguisher annual service	\$538.00
<i>SUMMIT FIRE &amp; SECURI - Total For Buildings &amp; Structures Fund</i>			<i>\$1,315.50</i>
<b>SUMMIT FIRE &amp; SECURI - ALL DEPARTMENTS</b>			<b>\$1,315.50</b>

## SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU	Fire-EMS Administration	Semi-annual Service St.6	\$205.50
<i>SUMMIT FIRE AND SECU - Total For Fire-EMS Administration</i>			<i>\$205.50</i>
<b>SUMMIT FIRE AND SECU - ALL DEPARTMENTS</b>			<b>\$205.50</b>

## SUPERBREAKERS

SUPERBREAKERS	Balefill - Baler Processing	MAIN BALER BREAKERS 600AMP	\$4,887.00
<i>SUPERBREAKERS - Total For Balefill - Baler Processing</i>			<i>\$4,887.00</i>
<b>SUPERBREAKERS - ALL DEPARTMENTS</b>			<b>\$4,887.00</b>

## SUTHERLANDS 2219

SUTHERLANDS 2219	Fire-EMS Administration	Shelving supplies for St. 2	\$96.71
<i>SUTHERLANDS 2219 - Total For Fire-EMS Administration</i>			<i>\$96.71</i>
SUTHERLANDS 2219	Water Distribution	Coil, Nut Flares & Nipple Hex - Water & Sewe	\$41.44
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$41.44</i>
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$138.15</b>

## SYNERGY PAINTING LLC

SYNERGY PAINTING LLC	Balefill - Disposal & Landfill	New building or building modif	\$11,263.29
<i>SYNERGY PAINTING LLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$11,263.29</i>
<b>SYNERGY PAINTING LLC - ALL DEPARTMENTS</b>			<b>\$11,263.29</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	PLUG FOR WATER PUMP @ LANDFILL	\$48.04
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$48.04</i>
THE HOME DEPOT	Buildings & Structures Fund	Rec Center repair supplies - Home Depot	\$41.52
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$41.52</i>
THE HOME DEPOT	Ice Arena - Operations	Skate Sharpener Repair Supplies - Silicone Se	\$31.94
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			<i>\$31.94</i>
THE HOME DEPOT	Parks - Special Areas	perennials	\$93.90
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			<i>\$93.90</i>
THE HOME DEPOT	Traffic Control	Expanding foam to fill unused conduits in sig	\$13.14

THE HOME DEPOT	Traffic Control	Shop vac for signal cabinet cleaning	\$49.88
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$63.02</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$278.42</b>

## THE INTERNATIONAL SO

THE INTERNATIONAL SO	Fire-EMS Training	Live Fire Instructor Class for Garrett Crotty	\$695.00
<i>THE INTERNATIONAL SO - Total For Fire-EMS Training</i>			<i>\$695.00</i>
<b>THE INTERNATIONAL SO - ALL DEPARTMENTS</b>			<b>\$695.00</b>

## THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Fire Admin copier fee for August 2022	\$152.97
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			<i>\$152.97</i>
<b>THE OFFICE SHOP, INC - ALL DEPARTMENTS</b>			<b>\$152.97</b>

## THE SCIENCE ZONE

THE SCIENCE ZONE	Capital Projects Fund	1% #16 Funding The Science Zon	\$83,611.00
<i>THE SCIENCE ZONE - Total For Capital Projects Fund</i>			<i>\$83,611.00</i>
<b>THE SCIENCE ZONE - ALL DEPARTMENTS</b>			<b>\$83,611.00</b>

## THE SOLID WASTE ASSO

THE SOLID WASTE ASSO	Balefill - Diversion & Special	Membership dues	\$245.00
<i>THE SOLID WASTE ASSO - Total For Balefill - Diversion &amp; Special</i>			<i>\$245.00</i>
<b>THE SOLID WASTE ASSO - ALL DEPARTMENTS</b>			<b>\$245.00</b>

## THE UPS STORE

THE UPS STORE	Fire-EMS Administration	Shipping Supplies	\$7.25
<i>THE UPS STORE - Total For Fire-EMS Administration</i>			<i>\$7.25</i>
<b>THE UPS STORE - ALL DEPARTMENTS</b>			<b>\$7.25</b>

## THOME VETERNIARIAN H

THOME VETERNIARIAN H	Metro Animal Control	Veterinary services	\$544.87
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<i>THOME VETERNIARIAN H - Total For Metro Animal Control</i>	<i>\$544.87</i>
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<b>THOME VETERNIARIAN H - ALL DEPARTMENTS</b>	<b>\$544.87</b>
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## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Public Transit - Operations	Copy charge - September 2022	\$143.06
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<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>	<i>\$143.06</i>
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<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>	<b>\$143.06</b>
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## TRAVEL GUARD GROUP I

TRAVEL GUARD GROUP I	Police Career Services	INSURANCE-SALES & UNDERWRITING	\$28.48
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<i>TRAVEL GUARD GROUP I - Total For Police Career Services</i>	<i>\$28.48</i>
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<b>TRAVEL GUARD GROUP I - ALL DEPARTMENTS</b>	<b>\$28.48</b>
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## TRETO CONST.

TRETO CONST.	Capital Projects Fund	Industrial Avenue Elm-David Co	\$152,247.95
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<i>TRETO CONST. - Total For Capital Projects Fund</i>	<i>\$152,247.95</i>
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TRETO CONST.	Sewer Wastewater Collection	Industrial Avenue Elm-David Co	\$18,050.00
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<i>TRETO CONST. - Total For Sewer Wastewater Collection</i>	<i>\$18,050.00</i>
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<b>TRETO CONST. - ALL DEPARTMENTS</b>	<b>\$170,297.95</b>
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## TST CHEYENNE RIB AN

TST CHEYENNE RIB AN	Fire-EMS Training	Meal while attending NFPA 1700 Class	\$27.97
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<i>TST CHEYENNE RIB AN - Total For Fire-EMS Training</i>	<i>\$27.97</i>
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<b>TST CHEYENNE RIB AN - ALL DEPARTMENTS</b>	<b>\$27.97</b>
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## TST FIRDOUS EXPRESS

TST FIRDOUS EXPRESS	City Manager	Meal expense during ICMA conference	\$19.88
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<i>TST FIRDOUS EXPRESS - Total For City Manager</i>	<i>\$19.88</i>
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<b>TST FIRDOUS EXPRESS - ALL DEPARTMENTS</b>	<b>\$19.88</b>
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## UBER TRIP

UBER TRIP	Community Development	Tip for previous Uber receipt	\$9.59
UBER TRIP	Community Development	TAXICABS/LIMOUSINES	\$47.95
<i>UBER TRIP - Total For Community Development</i>			<i>\$57.54</i>
<b>UBER TRIP - ALL DEPARTMENTS</b>			<b>\$57.54</b>

## UL LLC

UL LLC	Fire-EMS Administration	Annual Aerial Inspection	\$1,645.00
<i>UL LLC - Total For Fire-EMS Administration</i>			<i>\$1,645.00</i>
<b>UL LLC - ALL DEPARTMENTS</b>			<b>\$1,645.00</b>

## UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$264.94
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$97.02
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$154.52
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$610.82
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$145.96
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$268.73
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$60.42
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$68.80
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$1,671.21</i>
<b>UNIFORMS 2 GEAR - ALL DEPARTMENTS</b>			<b>\$1,671.21</b>

## UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Ph	\$95.24
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.24</i>
<b>UNION WIRELESS - ALL DEPARTMENTS</b>			<b>\$95.24</b>

## UNITED 0162433185

UNITED 0162433185	Fire-EMS Training	Flight to Ft. Worth for NFPA 1700 Class	\$207.20
UNITED 0162433185	Fire-EMS Training	Credit for double charge for flight to Ft. Wort	(\$207.20)
<i>UNITED 0162433185 - Total For Fire-EMS Training</i>			<i>\$0.00</i>
<b>UNITED 0162433185 - ALL DEPARTMENTS</b>			<b>\$0.00</b>



**UNITED 0162433186**

UNITED	0162433186	Fire-EMS Training	Double charge for flight to Ft. Worth for NFP	\$207.20
<i>UNITED 0162433186 - Total For Fire-EMS Training</i>				\$207.20
<b>UNITED 0162433186 - ALL DEPARTMENTS</b>				\$207.20

**UNITED 0162434499**

UNITED	0162434499	Police Career Services	UNITED AIRLINES	\$438.20
<i>UNITED 0162434499 - Total For Police Career Services</i>				\$438.20
<b>UNITED 0162434499 - ALL DEPARTMENTS</b>				\$438.20

**UNITED 0162435951**

UNITED	0162435951	Police Career Services	UNITED AIRLINES	(\$738.20)
UNITED	0162435951	Police Career Services	UNITED AIRLINES	\$738.20
UNITED	0162435951	Police Career Services	UNITED AIRLINES	\$738.20
UNITED	0162435951	Police Career Services	UNITED AIRLINES	(\$738.20)
<i>UNITED 0162435951 - Total For Police Career Services</i>				\$0.00
<b>UNITED 0162435951 - ALL DEPARTMENTS</b>				\$0.00

**UNITED 0164202807**

UNITED	0164202807	Fire-EMS Training	Credit for double charge of flight fee for NFP	(\$23.00)
UNITED	0164202807	Fire-EMS Training	Flight fee for travel to Ft. Worth for NFPA 17	\$23.00
UNITED	0164202807	Fire-EMS Training	Flight free credit for overcharge on flight to	(\$23.00)
UNITED	0164202807	Fire-EMS Training	Flight to Ft. Worth for NFPA 1700 class	\$23.00
<i>UNITED 0164202807 - Total For Fire-EMS Training</i>				\$0.00
<b>UNITED 0164202807 - ALL DEPARTMENTS</b>				\$0.00

**UNITED 0164202808**

UNITED	0164202808	Fire-EMS Training	Flight to Ft. Worth for NFPA 1700 class	\$23.00
UNITED	0164202808	Fire-EMS Training	Double charge flight fee for travel to Ft. Wor	\$23.00
<i>UNITED 0164202808 - Total For Fire-EMS Training</i>				\$46.00
<b>UNITED 0164202808 - ALL DEPARTMENTS</b>				\$46.00

**UNITED 0164204426**

UNITED	0164204426	Police Career Services	UNITED AIRLINES	\$79.00
UNITED	0164204426	Police Career Services	UNITED AIRLINES	\$13.00
UNITED	0164204426	Police Career Services	UNITED AIRLINES	\$79.00
UNITED	0164204426	Police Career Services	UNITED AIRLINES	\$29.00
<i>UNITED 0164204426 - Total For Police Career Services</i>				<i>\$200.00</i>
<b>UNITED 0164204426 - ALL DEPARTMENTS</b>				<b>\$200.00</b>

**UNITED 0164205938**

UNITED	0164205938	Fire-EMS Training	Baggage fee for travel to NFPA 1700 class	\$35.00
UNITED	0164205938	Fire-EMS Training	Baggage fee for travel to NFPA 1700 class	\$45.00
<i>UNITED 0164205938 - Total For Fire-EMS Training</i>				<i>\$80.00</i>
<b>UNITED 0164205938 - ALL DEPARTMENTS</b>				<b>\$80.00</b>

**UNITED 0164206101**

UNITED	0164206101	Police Career Services	UNITED AIRLINES	(\$29.00)
UNITED	0164206101	Police Career Services	UNITED AIRLINES	(\$29.00)
UNITED	0164206101	Police Career Services	UNITED AIRLINES	(\$29.00)
UNITED	0164206101	Police Career Services	UNITED AIRLINES	(\$29.00)
UNITED	0164206101	Police Career Services	UNITED AIRLINES	\$29.00
UNITED	0164206101	Police Career Services	UNITED AIRLINES	\$29.00
UNITED	0164206101	Police Career Services	UNITED AIRLINES	\$29.00
UNITED	0164206101	Police Career Services	UNITED AIRLINES	\$29.00
<i>UNITED 0164206101 - Total For Police Career Services</i>				<i>\$0.00</i>
<b>UNITED 0164206101 - ALL DEPARTMENTS</b>				<b>\$0.00</b>

**UNITED 0164206315**

UNITED	0164206315	City Manager	Baggage expense for ICMA conference	\$35.00
<i>UNITED 0164206315 - Total For City Manager</i>				<i>\$35.00</i>
<b>UNITED 0164206315 - ALL DEPARTMENTS</b>				<b>\$35.00</b>

**UNITED 0164207445**

UNITED	0164207445	City Manager	Baggage charges for ICMA	\$35.00
UNITED	0164207445	City Manager	Baggage charges for ICMA	\$45.00
<i>UNITED 0164207445 - Total For City Manager</i>				<i>\$80.00</i>
<b>UNITED 0164207445 - ALL DEPARTMENTS</b>				<b>\$80.00</b>

### UNITED 0164209431

UNITED	0164209431	Ft. Caspar Museum	Checked bag charge	\$30.00
<i>UNITED 0164209431 - Total For Ft. Caspar Museum</i>				<i>\$30.00</i>
<b>UNITED 0164209431 - ALL DEPARTMENTS</b>				<b>\$30.00</b>

### URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	September Pre-Employment, Random, & Occ	\$2,692.00
URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONER	\$354.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$3,046.00</i>
<b>URGENT CARE OF CASPE - ALL DEPARTMENTS</b>			<b>\$3,046.00</b>

### US COMPOSTING COUNCI

US COMPOSTING COUNCI	Balefill - Diversion & Special	US COMPOSTING COUNCIL DUES	\$450.00
<i>US COMPOSTING COUNCI - Total For Balefill - Diversion &amp; Special</i>			<i>\$450.00</i>
<b>US COMPOSTING COUNCI - ALL DEPARTMENTS</b>			<b>\$450.00</b>

### US POSTAL SERVICE (C

US POSTAL SERVICE (C	Community Development	Acct #106001008585	\$2,000.00
<i>US POSTAL SERVICE (C - Total For Community Development</i>			<i>\$2,000.00</i>
<b>US POSTAL SERVICE (C - ALL DEPARTMENTS</b>			<b>\$2,000.00</b>

### USA GASOLINE

USA GASOLINE	Fire-EMS Operations	Fuel	\$114.19
<i>USA GASOLINE - Total For Fire-EMS Operations</i>			<i>\$114.19</i>
<b>USA GASOLINE - ALL DEPARTMENTS</b>			<b>\$114.19</b>

**VCN NATRONACOREALEST**

VCN NATRONACOREALEST	Community Development	Recording Fees	\$23.50
<i>VCN NATRONACOREALEST - Total For Community Development</i>			<i>\$23.50</i>

**VCN NATRONACOREALEST - ALL DEPARTMENTS** **\$23.50**

**VCN NATRONAREALESTAT**

VCN NATRONAREALESTAT	Community Development	Recording	\$83.50
VCN NATRONAREALESTAT	Community Development	Recording	\$29.50

*VCN NATRONAREALESTAT - Total For Community Development* *\$113.00*

**VCN NATRONAREALESTAT - ALL DEPARTMENTS** **\$113.00**

**VERIZON WIRELESS**

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$160.04
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*VERIZON WIRELESS - Total For Cemetery* *\$160.04*

VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
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*VERIZON WIRELESS - Total For Fire-EMS Administration* *\$1,600.40*

VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00010	\$80.14
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VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00003	\$78.24
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*VERIZON WIRELESS - Total For Public Safety Communications* *\$158.38*

VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002	\$74.36
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*VERIZON WIRELESS - Total For Sewer Wastewater Collection* *\$74.36*

VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$276.24
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*VERIZON WIRELESS - Total For Water Distribution* *\$276.24*

VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$146.51
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*VERIZON WIRELESS - Total For WWTP Operations* *\$146.51*

**VERIZON WIRELESS - ALL DEPARTMENTS** **\$2,415.93**

**VISTAPRINT**

VISTAPRINT	Human Resources	20 We are Hiring Posters	\$115.18
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*VISTAPRINT - Total For Human Resources* *\$115.18*

**VISTAPRINT - ALL DEPARTMENTS** **\$115.18**

## VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File destruction service	\$97.82
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$97.82</i>
VRC COMPANIES LLC	Municipal Court	File destruction service	\$120.97
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$120.97</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$218.79</b>

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$75.57
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$75.57</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$75.57</b>

## WAFFLE HOUSE

WAFFLE HOUSE	Water Meters	Breakfast Neptune Meter Training - Travel/Tr	\$15.25
<i>WAFFLE HOUSE - Total For Water Meters</i>			<i>\$15.25</i>
<b>WAFFLE HOUSE - ALL DEPARTMENTS</b>			<b>\$15.25</b>

## WAL-MART #1617

WAL-MART #1617	Balefill - Diversion & Special	DISHWASHER CLEANER, SHOWER WASH FOR	\$12.41
<i>WAL-MART #1617 - Total For Balefill - Diversion &amp; Special</i>			<i>\$12.41</i>
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$161.04
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			<i>\$161.04</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$173.45</b>

## WAL-MART #3778

WAL-MART #3778	Municipal Court	GROCERY STORES, SUPERMARKETS	\$21.62
<i>WAL-MART #3778 - Total For Municipal Court</i>			<i>\$21.62</i>
WAL-MART #3778	Regional Water Operations	Sides & Drinks for JPB Meeting Lunch - Office	\$27.20
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$27.20</i>
WAL-MART #3778	Risk Management	Training breakfast items 10/12/22	\$9.30
<i>WAL-MART #3778 - Total For Risk Management</i>			<i>\$9.30</i>

**WAL-MART #3778 - ALL DEPARTMENTS** \$58.12

## WALMART.COM

WALMART.COM Risk Management Training breakfast items 10/12/22 \$83.68

*WALMART.COM - Total For Risk Management* \$83.68

**WALMART.COM - ALL DEPARTMENTS** \$83.68

## WARD LABORATORIES

WARD LABORATORIES River Riparian & Upland Area Soil Health Routine Testing \$520.00

*WARD LABORATORIES - Total For River Riparian & Upland Areas* \$520.00

**WARD LABORATORIES - ALL DEPARTMENTS** \$520.00

## WEAR PARTS INC

WEAR PARTS INC Regional Water Operations Pop Rivets for Well Field Doors - Maintenanc \$46.89

*WEAR PARTS INC - Total For Regional Water Operations* \$46.89

WEAR PARTS INC Traffic Control Bolts to repair Midwest pathway bollards \$26.57

*WEAR PARTS INC - Total For Traffic Control* \$26.57

**WEAR PARTS INC - ALL DEPARTMENTS** \$73.46

## Wear Parts, Inc.

Wear Parts, Inc. Balefill - Baler Processing JB Weld & misc hardware \$22.98

*Wear Parts, Inc. - Total For Balefill - Baler Processing* \$22.98

**Wear Parts, Inc. - ALL DEPARTMENTS** \$22.98

## WEF MAIN

WEF MAIN Sewer Administration WEF MEMBERSHIP \$175.00

*WEF MAIN - Total For Sewer Administration* \$175.00

**WEF MAIN - ALL DEPARTMENTS** \$175.00

## WESTERN COOPERATIVE

WESTERN COOPERATIVE Golf - Operations Prowinterizer \$1,454.40

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<i>WESTERN COOPERATIVE - Total For Golf - Operations</i>	\$1,454.40
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<b>WESTERN COOPERATIVE - ALL DEPARTMENTS</b>	<b>\$1,454.40</b>
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## WESTERN RESEARCH & D

WESTERN RESEARCH & D	Metropolitan Planning Org	Bar Nunn Streetscape Plan FY22	\$31,969.65
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<i>WESTERN RESEARCH &amp; D - Total For Metropolitan Planning Org</i>	<i>\$31,969.65</i>
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<b>WESTERN RESEARCH &amp; D - ALL DEPARTMENTS</b>	<b>\$31,969.65</b>
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## WESTERN SIGN & DESIG

WESTERN SIGN & DESIG	Public Transit - Operations	Printing, laminating & installing of signs	\$3,036.00
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<i>WESTERN SIGN &amp; DESIG - Total For Public Transit - Operations</i>	<i>\$3,036.00</i>
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<b>WESTERN SIGN &amp; DESIG - ALL DEPARTMENTS</b>	<b>\$3,036.00</b>
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## WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Diversion & Special	Fire sprinkler repair	\$1,140.00
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<i>WESTERN STATES FIRE - Total For Balefill - Diversion &amp; Special</i>	<i>\$1,140.00</i>
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<b>WESTERN STATES FIRE - ALL DEPARTMENTS</b>	<b>\$1,140.00</b>
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## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	WWC Engineering Enhancements f	\$2,492.50
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<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>	<i>\$2,492.50</i>
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WESTERN WATER CONSUL	Sewer Wastewater Collection Poplar-CYtoCollins Design Wate		\$9,372.00
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<i>WESTERN WATER CONSUL - Total For Sewer Wastewater Collection</i>	<i>\$9,372.00</i>
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WESTERN WATER CONSUL	Water Distribution	Poplar-CYtoCollins Design Wate	\$947.00
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<i>WESTERN WATER CONSUL - Total For Water Distribution</i>	<i>\$947.00</i>
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<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>	<b>\$12,811.50</b>
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## Wired

Wired	Capital Projects Fund	Ice Arena Lighting Replacement	\$25,642.26
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<i>Wired - Total For Capital Projects Fund</i>	<i>\$25,642.26</i>
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<b>Wired - ALL DEPARTMENTS</b>	<b>\$25,642.26</b>
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## WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$15,309.73
WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$11,357.70
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			\$26,667.43
WLC ENGINEERING - SU	Engineering	Land surveying services	\$435.00
<i>WLC ENGINEERING - SU - Total For Engineering</i>			\$435.00
WLC ENGINEERING - SU	Water Distribution	Construction Admin Derington W	\$5,484.23
<i>WLC ENGINEERING - SU - Total For Water Distribution</i>			\$5,484.23
<b>WLC ENGINEERING - SU - ALL DEPARTMENTS</b>			<b>\$32,586.66</b>

## WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	HOLIDAY DECOR AND CANDY FOR CUSTOME	\$116.08
WM SUPERCENTER	Balefill - Disposal & Landfill	Office Supplies for Scale House & Special Wa	\$19.71
<i>WM SUPERCENTER - Total For Balefill - Disposal &amp; Landfill</i>			\$135.79
WM SUPERCENTER	Balefill - Diversion & Special	HOLIDAY DECOR AND CANDY FOR CUSTOME	\$16.69
<i>WM SUPERCENTER - Total For Balefill - Diversion &amp; Special</i>			\$16.69
WM SUPERCENTER	Fire-EMS Training	Meal while attending NFPA 1700 Class	\$21.26
<i>WM SUPERCENTER - Total For Fire-EMS Training</i>			\$21.26
WM SUPERCENTER	Risk Management	Food for cybersecurity training lunch	\$31.55
<i>WM SUPERCENTER - Total For Risk Management</i>			\$31.55
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$205.29</b>

## WPSG, INC.

WPSG, INC.	Fire-EMS Operations	Helmet Fronts	\$137.02
WPSG, INC.	Fire-EMS Operations	Collar Brass	\$92.61
WPSG, INC.	Fire-EMS Operations	Witmer Public Safety Group - Bariatric Tarps	\$276.61
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			\$506.24
<b>WPSG, INC. - ALL DEPARTMENTS</b>			<b>\$506.24</b>

## WWP DBA- TRUGREEN

WWP DBA- TRUGREEN	Balefill - Disposal & Landfill	LANDSCAPE FERTILIZER	\$307.84
<i>WWP DBA- TRUGREEN - Total For Balefill - Disposal &amp; Landfill</i>			\$307.84



**WWP DBA- TRUGREEN - ALL DEPARTMENTS** \$307.84

## **WWW.UCPOWER.NET**

WWW.UCPOWER.NET Police Career Services SCHOOLS AND EDUCATIONAL SERVICES NOT \$1,460.00

*WWW.UCPOWER.NET - Total For Police Career Services* \$1,460.00

**WWW.UCPOWER.NET - ALL DEPARTMENTS** \$1,460.00

## **WWW.WYOMINGBAR.ORG**

WWW.WYOMINGBAR.ORG Municipal Court MANAGEMENT, CONSULTING AND PUBLIC R \$355.00

*WWW.WYOMINGBAR.ORG - Total For Municipal Court* \$355.00

**WWW.WYOMINGBAR.ORG - ALL DEPARTMENTS** \$355.00

## **WY ASSN OF MUNICIPA**

WY ASSN OF MUNICIPA City Manager Registration for WAM Fall Workshop \$125.00

*WY ASSN OF MUNICIPA - Total For City Manager* \$125.00

**WY ASSN OF MUNICIPA - ALL DEPARTMENTS** \$125.00

## **WY. DEPT. OF TRANSP**

WY. DEPT. OF TRANSP Weed & Pest Fund Overpayment reimbursement \$9,634.53

*WY. DEPT. OF TRANSP - Total For Weed & Pest Fund* \$9,634.53

**WY. DEPT. OF TRANSP - ALL DEPARTMENTS** \$9,634.53

## **WY. LAW ENFORCEMENT**

WY. LAW ENFORCEMENT Police Career Services FTO Development Training \$1,080.00

*WY. LAW ENFORCEMENT - Total For Police Career Services* \$1,080.00

**WY. LAW ENFORCEMENT - ALL DEPARTMENTS** \$1,080.00

## **WYOMING FIRST AID &**

WYOMING FIRST AID & Balefill - Disposal & Landfill First Aid Supplies \$187.51

*WYOMING FIRST AID & - Total For Balefill - Disposal & Landfill* \$187.51

WYOMING FIRST AID & Balefill - Diversion & Special First Aid Supplies \$92.50

<i>WYOMING FIRST AID &amp; - Total For Balefill - Diversion &amp; Special</i>			<i>\$92.50</i>
WYOMING FIRST AID &	Public Transit - Operations	First aid supplies	\$61.65
<i>WYOMING FIRST AID &amp; - Total For Public Transit - Operations</i>			<i>\$61.65</i>
WYOMING FIRST AID &	Refuse - Commercial	First Aid Supplies	\$46.22
<i>WYOMING FIRST AID &amp; - Total For Refuse - Commercial</i>			<i>\$46.22</i>
WYOMING FIRST AID &	Regional Water Operations	First Aid Supplies	\$29.25
<i>WYOMING FIRST AID &amp; - Total For Regional Water Operations</i>			<i>\$29.25</i>
<b>WYOMING FIRST AID &amp; - ALL DEPARTMENTS</b>			<b>\$417.13</b>

### WYOMING PLANT COMPAN

WYOMING PLANT COMPAN	Parks - Urban Forestry	Trees/potting soil/tree stake & strap/plantin	\$1,477.12
<i>WYOMING PLANT COMPAN - Total For Parks - Urban Forestry</i>			<i>\$1,477.12</i>
<b>WYOMING PLANT COMPAN - ALL DEPARTMENTS</b>			<b>\$1,477.12</b>

### WYOMING STEEL & RECY

WYOMING STEEL & RECY	Refuse - Recycling	Freon removal	\$1,650.00
<i>WYOMING STEEL &amp; RECY - Total For Refuse - Recycling</i>			<i>\$1,650.00</i>
<b>WYOMING STEEL &amp; RECY - ALL DEPARTMENTS</b>			<b>\$1,650.00</b>

### CITYWIDE BILLS AND CLAIMS TOTAL

\$2,404,084.45

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  
 11/01/22

**Additional Accounts Payable**

**10/13/22**

**Prewrits - Travel Reimbursements & Petty Cash**

Sarah Boyle - Travel Reimbursement	355.50
Richard Young - Travel Reimbursement	732.55
Scott Jones - Travel Reimbursement	355.50
Jake Bigelow - Travel Reimbursement	355.50
First Interstate Bank - Petty Cash (Police Dept)	1,554.00
	3,353.05

**10/20/22**

**Prewrits - Travel Reimbursements & Payroll Vendor**

Jason Wittler - Travel Reimbursement	355.50
Michelle Bahe - Travel Reimbursement	35.00
Mark Harshman - Travel Reimbursement	329.06
Garrett Crotty - Travel Reimbursement	350.83
Cody Parke - Travel Reimbursement	51.27
Clayton Atkinson - Travel Reimbursement	561.68
State of Wyo Dept of Admin & Info - State of Wyo sponsored insurance plans	858,336.42
	860,019.76

**10/25/22**

**Prewrits - AP Vendor**

Natrona County Child Protection Team - Meth/Substance Abuse Conf Cash Balance	21,720.09
	21,720.09

**Total Additional AP \$ 885,092.90**

October 14, 2022

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

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

SUBJECT: Establish Public Hearing for Transfer of Ownership for Retail Liquor License No. 36 From Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, Located at 410 South Ash Street to Occasions by Cory, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory, Located at 410 South Ash Street.

Meeting Type & Date  
Regular Council Meeting  
November 1, 2022

Action type  
Establish Public Hearing  
Minute Action

Recommendation  
That Council, by minute action, establish November 15, 2022 as the Public Hearing date for a transfer of ownership for liquor license no. 36 from Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street to Occasions by Cory, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory, located at 410 South Ash Street.

Summary  
An application has been received requesting a transfer of ownership for liquor license no. 36 from Urban Market Wines, LLC d/b/a Urban Bottle Wine & Spirits, located at 410 South Ash Street to Occasions by Cory, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory, located at 410 South Ash Street.

This liquor license has restrictions regarding the location. Unless removed by the City Council, this license will retain the existing stipulations placed upon it:

This retail liquor license shall be restricted to its use only at 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming a provided by law. Upon the termination of the use of this retail liquor license shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

The Wyoming Liquor Laws regarding the issuance of a license to more than one person was repealed allowing for a person to hold more than one liquor license in the same name. Currently, Occasions by Cory, LLC d/b/a Occasions by Cory has a location at 303 South Wolcott. This location has a restaurant liquor license.

If approved, this license will be active by the end of November 2022.

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

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

Financial Considerations

The transfer fee for this license is \$100.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

October 26, 2022

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

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner

SUBJECT: Establish the date for a public hearing to consider an Ordinance approving a vacation, replat, subdivision agreement and zone change for the Pasadena Addition

Meeting Type & Date:

Regular Council Meeting, November 1, 2022

Action Type:

Minute action, establishing date of public hearing

Recommendation:

That Council, by minute action, establish November 15, 2022 as the date of public hearing for consideration of an Ordinance approving a vacation, replat, subdivision agreement and zone change for the Pasadena Addition.

Summary:

Application has been received for a proposed plat creating the Pasadena Addition to the City of Casper, encompassing 20-acres, more or less. The subject property is currently occupied by the Best Western Hotel (Formerly the Parkway Plaza). The majority of the area involved is currently platted; however, a portion of the subdivision located north of the Best Western Hotel building, generally identified as proposed Lot 1, is currently unplatted and unzoned. In a companion item, the City Council is being asked to approve a zoning request that would zone the entire Pasadena Addition as C-2 (General Business). The majority of the area involved in this request is already zoned C-2 (General Business), and the requested zone change can be seen as merely a housekeeping item to ensure the continuity of zoning for the property.

The proposed plat is reconfiguring the property into six (6) new lots, ranging in size from 1.1-acres to 7.65-acres in size. Proposed Lots 3-5 are configured as "flag lots" in order to meet the requirement that all newly created lots must have frontage on a dedicated public street. Although the lots have frontage on the Interstate 25 right-of-way, meeting the City's frontage requirements, practical access will not be possible in that location. The applicant/owner plans to provide practical access to the parcels with a separate easement/instrument across proposed Lots 1, 2 and 6 in the future.

The Planning and Zoning Commission voted to support the vacation, replat, subdivision agreement and zone change after a public hearing on October 13, 2022. There were no public comments on this case. Staff did not recommend, nor did the Planning and Zoning Commission include any recommended conditions of approval.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

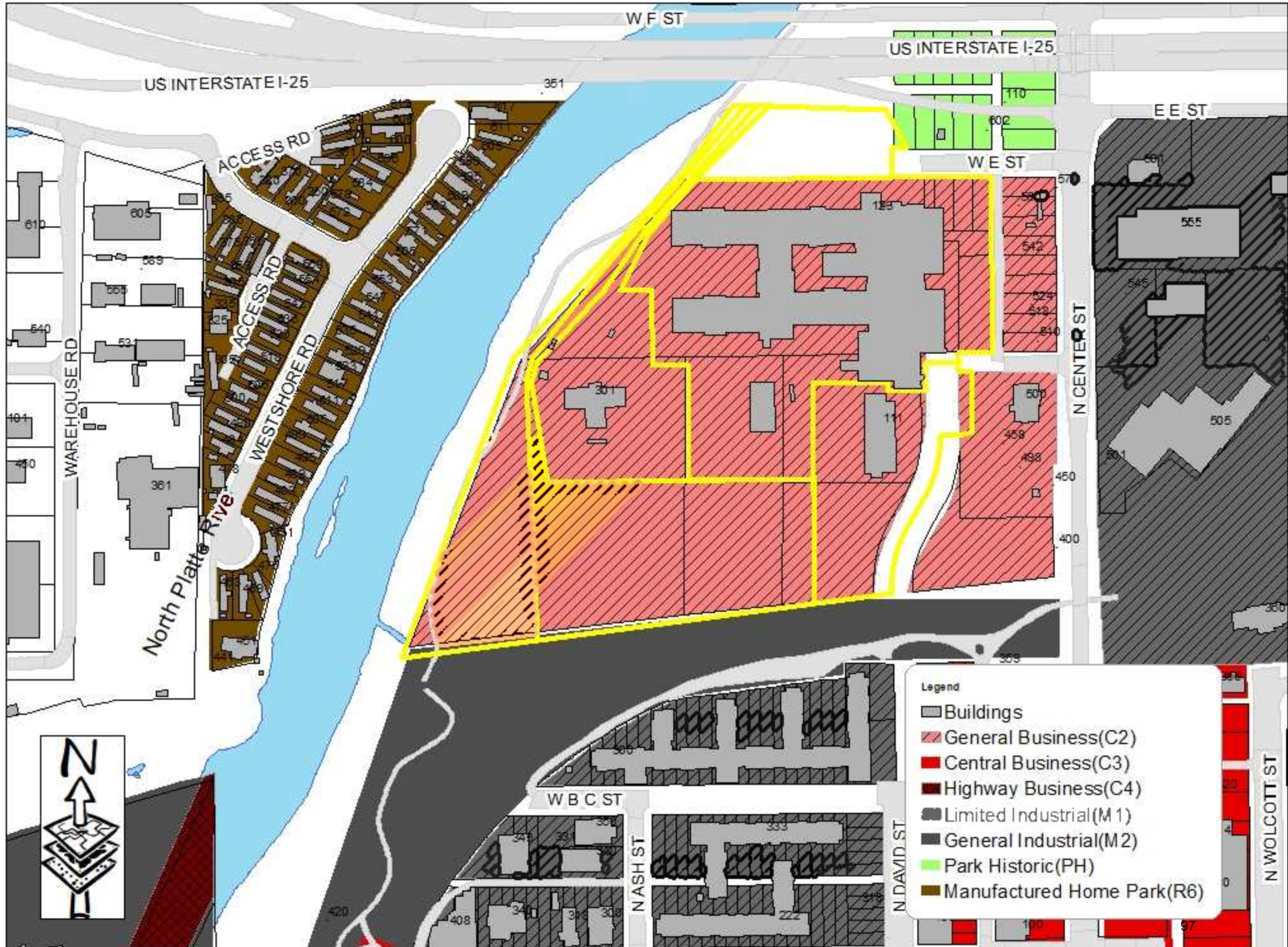
Location Map

# Replat/Zoning Creating the Pasadena Addition







# Replat/Zoning Creating the Pasadena Addition



October 6, 2022

MEMO TO: J. Carter Napier, City Manager   
FROM: Keith McPheeters, Police Chief   
SUBJECT: Alarm Ordinance Changes

**Meeting Type & Date**

November 1, 2022 Regular Session

**Action type**

Public Hearing, Ordinance

**Recommendation**

That Council repeal and replace City of Casper Municipal Ordinances, Chapter 8.08, Private Intrusion Alarms with a new Chapter: Chapter 8.08, "Private Intrusion, Robbery, Hold-up, Duress, and Panic Alarms."

**Summary**

On average, the Casper Police Department responds to approximately 1,200 private intrusion alarms a year. These calls for police response require a minimum of two officers, in addition to occupying the time and concentration of multiple dispatchers as well. Despite these public safety efforts and the necessary allocation of these resources, 99.2% of all private intrusion alarms are later determined to be "false." Since 2017, the Patrol Division of the Casper Police Department has devoted an estimated 3,169 hours responding to false alarms.

Year to date, as of October 2, 2022, the police response to false alarms is up 36.4% over this same time last year.

Last year, the Casper Police Department responded to 133 Hold-up or Panic Alarms. These calls for police response require significantly more personnel and resources. In essence, virtually all other public safety operations immediately cease and all available personnel respond to the report of a Hold-up Alarm. Despite the serious nature of these calls for emergency police services, 91% of these calls for police service prove to have been made in error and zero were found to be for the stated purpose of a life-threatening emergency.

Responding to frequent and unnecessary alarms drains the resources of the Casper Police Department and denies or delays the achievement of other public safety goals. By changing our existing ordinance to address the occurrence and frequency of false alarms, a significant, positive impact on the efficiency of Patrol operations can be obtained. Without question, the failure to properly install, maintain, and educate the users of private intrusion and hold-up alarms contributes to this unacceptably high percentage of false alarms. These ordinance changes are meant to encourage the proper use and maintenance of alarms systems.

Currently, Chapter 8.08, Private Intrusion Alarms, regulates private intrusion alarms in our community. Existing portions of this chapter are inadequate, outdated, or are no longer

enforceable. Despite their adverse impact to public safety operations, hold-up, robbery, duress, and panic alarms are not regulated at all by our existing ordinances. In addition, our ordinances do not comport with current public safety best practices and alarm industry standards.

The Casper Police Department convened a local “stakeholders” meeting, in which representatives of the local alarm service industry and local business owners (alarm users) were invited to attend and discuss the potential changes needed to mitigate the occurrence of false alarms and to update Chapter 8.08, Private Intrusion Alarms. The stakeholders reviewed current research regarding best practices to reduce false alarms. Among the reviewed materials were case history studies from cities facing similar issues: Phoenix, Reno, Sparks, Charlotte/Mecklenburg, Marietta, and Montgomery County, Maryland. Finally, the stakeholders reviewed the recommendations and best practices promulgated by the Security Industry Alarm Coalition (SIAC), and the International Association of Chiefs of Police (IACP).

The IACP and SIAC have endorsed a model ordinance, for municipalities, which encompasses the rapidly changing dynamics of the alarm industry as well as addressing the adverse impacts on public safety caused by false alarms. In consultation with local stakeholders, the Casper Police Department has adapted the IACP/SIAC model ordinance for use in our City.

It is the recommendation of the Casper Police Department that Council repeal and replace Chapter 8.08, Private Intrusion Alarms with the attached Chapter 8.08, “Private Intrusion, Robbery, Hold-up, Duress, and Panic Alarms.”

**Financial Considerations**

None

**Oversight/Project Responsibility**

Keith McPheeters, Police Chief

**Attachments**

Chapter 8.08, Private Intrusion, Robbery, Hold-up, Duress, and Panic Alarms and Ordinance.

ORDINANCE NO. 17-22

AN ORDINANCE REPEALING AND REPLACING  
ORDINANCE NO. 16-97 CODIFIED AS CHAPTER 8.08 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, this ordinance addresses the finding that excessive false alarms unduly burden the Casper Police Department's law enforcement resources; and,

WHEREAS, the purpose of this ordinance is to establish reasonable standards for users, to ensure that alarm owners are held responsible for the proper operation of their alarm systems; and,

WHEREAS, Public Safety agencies recognize the significant burdens placed on local law enforcement resources due to responding to false alarm calls; and,

WHEREAS, properly installed, monitored and operated alarm systems are effective tools which can identify criminal offenses in progress, and will lead to a reduction in the incidents of false alarms as well as enhance the safety of responding law enforcement officers; and,

WHEREAS, reduction of false alarms and clearly defined alarm user responsibilities are to the benefit of all parties.

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

**Section 1.** Ordinance No. 16-97 as codified in the Casper Municipal Code as Chapter 8.08, Sections 8.08.010 through 8.08.170 is hereby repealed and replaced with this Ordinance and should be codified as set out in Section 2, below.

**Section 2.** This Ordinance is established to set reasonable standards for users, ensure that alarm owners are held responsible for their use of alarm systems, and to encourage the use of efficient security systems in accordance with established best practices and shall be codified as Chapter

8.08 of the Casper Municipal Code, titled “Private Intrusion, Robbery, Hold-up, Duress, and Panic Alarms Ordinance,” as follows:

**8.08.010 Title**

This Chapter shall be referred to as the “Private Intrusion, Robbery, Hold-up, Duress, and Panic Alarms Ordinance.”

**8.08.020 Purpose**

The purpose of this chapter is to set forth regulations governing private intrusion, robbery, hold-up, duress, and panic alarm systems within the City; to reduce the dangers and diversions of false alarms; to require registration of alarm systems and encourage alarm users to maintain their systems in good working order; to encourage alarm system users to use their systems properly; and to provide the authority to establish fees.

**8.08.030 Definitions**

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

- A. “Alarm Administrator” means a person or persons designated by the City to administer the provisions of this Ordinance.
- B. “Alarm Company” means a person, company, firm, or corporation, which has the contractual agreement with the alarm user and is subject to the licensing requirements promulgated by the City, and who is engaged in selling, leasing, installing, servicing or monitoring alarm systems; this entity shall be licensed in compliance with city, county and state laws.
- C. “Alarm Event” means an alarm system activation, to which law enforcement is requested to respond.
- D. “Alarm permit” means a permit issued to an alarm user by the City allowing the operation of an alarm system, which, as a function of its design and purpose, is the basis of a notification to the police that a police response is required or expected within the City.
- E. “Alarm system” means an assembly of equipment installed at a fixed location designed to detect and/or verify an occurrence of an illegal or unauthorized entry or other activity to which law enforcement is requested to respond.
- F. “Alarm user” means any person, corporation, partnership, proprietorship, governmental or educational entity or any other entity owning, leasing, or operating an alarm system, or

on whose premises an alarm system is maintained for the protection of such premises or the occupants therein.

- G. “Alarm User Awareness Class” means a class conducted for the purpose of educating alarm users about the responsible use, operation, maintenance of alarm systems and effective verification of alarms, and false alarm reduction strategies.
- H. “Cancellation” means that the alarm company provides notification that response by law enforcement is no longer being requested. If cancellation occurs prior to law enforcement arrival at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.
- I. “Certified Alarm Technician” means a person holding a current and up-to-date designation or certification by the Electronic Security Association, or an equivalent certification from a national alarm industry organization or alarm equipment manufacturer.
- J. “City” means the City of Casper, or its agent.
- K. “Compliance Standards” means equipment and installation methods shall comply with all appropriate nationally recognized testing laboratories and American National Standards Institute (ANSI) requirements.
- L. “Do It Yourself/Monitor It Yourself (DIY/MIY) Systems” means all alarm systems installed, activated, utilized, or monitored by the user without the assistance of an Alarm Company or service. All such systems shall adhere to all requirements of this alarm Ordinance, regardless if the system is a “do it yourself” and/or “monitor it yourself.”
- M. “Dual-Activation Robbery/Hold-up Device” means a device which requires that two buttons be depressed together to activate an alarm signal for an in-progress robbery, hold-up, duress, or panic causing situation.
- N. “Enhanced Call Confirmation” means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user, to determine whether an alarm event is valid before requesting law enforcement response. A second attempt will be made to contact the alarm user if the first attempt fails. EXCEPT:
  - 1. As defined by ANSI/CSAA CS V 01 2016 or current version, in case of a fire, panic, robbery-in-progress alarm or verified alarm.
- O. “False alarm” means the activation of an alarm system when, upon observation by Law Enforcement, there is no evidence of unauthorized entry, robbery, or other such crime attempted in or on the premises. False alarm does not include alarms activated by violent conditions of nature, such as blizzards, tornadoes, earthquakes, or any other similar causes beyond the control of the user of an alarm system. False alarms generated by incorrect system installation or by inappropriate or overly-sensitive alarm system settings, which are

triggered by reasonably anticipated, or regionally common weather-related events or other similar minor acts of nature, shall not be exempt from designation as a false alarm.

- P. "Local alarm" means an alarm system that is not monitored by a remote monitoring center.
- Q. "Permit year means" a 12-month, calendar year period, beginning on the day and month on which an alarm permit is issued and ending on December 31<sup>st</sup> of the year in which the permit was issued.
- R. "Robbery", hold-up, duress, or panic alarm" means any alarm system or alarm function which is designed to report an incident involving the immediate and currently occurring jeopardy of human life due to criminal acts of violent crime such as those associated with armed robbery, hold-ups, kidnapping, and similar acts of criminal violence.
- S. "Runaway alarm" means an alarm system that produces repeated alarm activations that do not appear to be caused by separate human action. Law Enforcement may, in its discretion, discontinue police responses to alarm activations from what appears to be a runaway alarm.

#### **8.08.040 Alarm Registration, Permitting, and Permit Fees**

- A. **Permit required.** No person shall use an alarm system without first obtaining a permit from the City for that alarm system. A fee may be required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. Permits are issued for a calendar year and are subject to renewal prior to the commencement of any subsequent calendar year.
- B. **Application.** The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City. The Application shall include the full name, address, and phone number of at least three (3) responsible persons authorized to exercise control over the operations of the intended alarm system and the required response, upon request of responding law enforcement personnel, to alarm activations. For new residential alarm permit applicants who are new to the City, and who may not yet know or have the required three (3) responsible persons authorized to exercise control over the alarm, it is permissible to submit application for the initial calendar year permit with less than three (3) responsible persons.
- C. **Transfer of possession.** When the possession of the premises at which an alarm system is maintained or operated is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 (thirty) days of obtaining possession of the property. Alarm permits are not transferable.
- D. **Annual Renewal of Alarm Permit.** No later than January 1<sup>st</sup> of each year, renewing alarm permit holders shall provide an alarm permit renewal application to the City along with the associated permit renewal fee. The annual alarm permit renewal shall provide verification

that the list of responsible persons authorized to exercise control over the operations of the alarm system is accurate and up-to-date.

- E. **Reporting updated information.** Whenever the required information provided on the alarm permit application changes, including the contact information for the three responsible persons authorized to exercise control over the alarm, the alarm user shall provide corrected information to the City within 30 (thirty) days of the change. In addition, at the beginning of each calendar year after the issuance of the permit, permit holders will receive from the City a form requesting updated information. The permit holder shall complete and return this form to the City whether or not any of the requested information has changed. Failure to provide updated information and verification of information upon annual renewal will constitute a violation of this Ordinance and shall result in a civil penalty. The inability to contact responsible persons authorized to exercise control over the alarm system due to outdated, invalid, or incorrect contact information, as provided and maintained by the alarm user with the permit application, update, or renewal, shall constitute *prima facie* evidence of a violation of this Ordinance.
- F. **Multiple alarm systems.** If an alarm user has one (1) or more alarm systems protecting two (2) or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- G. **Alarm system installers.** The name of the service provider that installed the system, or if installed by the alarm user DIY (“do it yourself”), shall be indicated on the permit application by the applicant.
- H. **Monitoring Agency.** The name of the monitoring station that is monitoring the alarm system, or, if it is to be monitored by the alarm user MIY (“monitor it yourself”), shall be indicated on the permit application by the applicant.
- I. **Permit Fees.** The commercial and residential properties alarm permit fee is Twenty-Five Dollars (\$25.00), per permit, per calendar year. A new permit for the sole purpose of notification to the City of changes to an alarm system or its responsible persons contact information will not require a renewal fee for that year.
- J. **Annual Permit Renewal Required.** Police response to a property without a valid annual renewal will be subject to the same fee as failing to register.
- K. **Alarm Company Permit.** All Alarm Companies shall obtain an Alarm Company Permit from the City, the fee for which will be One-Hundred Dollars (\$100.00), per calendar year. Renewal of Alarm Company Permits shall occur no later than January 1 of the new calendar year and are valid for the duration of the calendar year. The Alarm Company Permit application and renewal shall contain current contact information for the persons responsible for the Alarm Company as well as a current list of all certified alarm technicians performing work for them.



#### **8.08.050 Duties of the Alarm User**

- A. Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.
- B. Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to facilitate dispatch).
- C. Respond or cause a representative to respond to the alarm system's location within a reasonable amount of time, not to exceed twenty (20) minutes, upon notification and request by the Casper Police Department.
- D. Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.
- E. An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm-system.
- F. An alarm user must keep current the annual renewal of the alarm permit as well as provide, within thirty (30) days of any change, any update for any required contact information for the three responsible persons for the alarm system.
- G. An alarm user that installs the alarm system themselves (Do It Yourself, or DIY) or who will be monitoring the alarm system themselves (Monitor It Yourself, or MIY) is subject to the same duties as described in paragraph (A), (D), (E), (F), (H), and (I) of 8.08.060.

#### **8.08.060 Duties of the Alarm Company**

- A. Any alarm system installed within the City after the effective date of this Ordinance shall be equipped with an uninterrupted power supply in such a manner that failure of, or interruption of, normal electric service will not activate the alarm. The uninterruptable, back-up power supply shall be capable of providing, at a minimum, at least four (4) hours of operation.
- B. Every person performing alarm installation or alarm servicing for a permitted Alarm Company shall be a certified alarm technician or be in training to become a certified alarm technician. Any person in training to become a certified alarm technician shall have his or her work and final product supervised, inspected, and approved by a certified alarm technician working for the same Alarm Company.
- C. Any person engaged in the alarm business in the city shall comply with the following:
  - 1. Obtain and maintain any required state, county and/or city license(s).
  - 2. Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, twenty-four (24) hours

a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time.

3. Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
- D. No alarm company, or any employee of an alarm company, or self-monitoring alarm system user shall make a false statement to the alarm administrator.
- E. No alarm salesperson, alarm service person, or alarm installer shall activate an alarm signal that results in a false alarm reported to the police.
- F. Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user(s).
- G. Provide information to the alarm user on how to obtain service from the alarm company for the alarm system.
- H. Upon enactment of this Ordinance, alarm installation companies shall, on all new and upgraded installations, install or provide only devices which require dual-activation of a two-button alarm activation function on any device(s) to be used for the purpose of reporting a robbery, hold-up, duress, or panic situation for any application in any commercial or residential account.
- I. An alarm company responsible for monitoring services shall:
  1. Ensure the monitoring center utilizes Enhanced Call Confirmation. The monitoring center shall make two (2) attempts to contact user or users of alarm system prior to requesting law enforcement response.
  2. Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
  3. Communicate any available information regarding specifics of the alarm event.
  4. Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that a police response is unnecessary.

#### **8.08.070 Duties of the Law Enforcement upon Response to an Alarm Activation**

- A. Upon arrival at the site of an alarm activation of an alarm system, responding law enforcement officers shall make reasonable effort to determine if the alarm activation was a result of criminal activity, attempted criminal activity, or other emergency situation.
- B. Upon the reasonable determination that an alarm activation meets the definition of a false alarm, a responding officer shall leave written notification of the false alarm response at

the site of the alarm activation, as is reasonably possible given the conditions and circumstances present at the alarm activation site.

- C. Upon the issuance of a notification of a false alarm response, a copy of the notification shall be mailed to the alarm user listed on the alarm permit application.

**8.08.080 Prohibited Acts**

- A. It shall be a violation of this Ordinance to activate an alarm system for the purpose of summoning law enforcement when no private intrusion, burglary, robbery, or other crime dangerous to life or property is being committed, or attempting to be committed, or to otherwise cause a false alarm.
- B. It shall be a violation of this Ordinance to install, maintain, or use an external, audible alarm system which can sound continually for more than 10 minutes.

**8.08.090 Excessive False Private Alarms; Fees and Suspensions Therefor**

- A. **Excessive false private intrusion alarms; fees.** It is hereby found and determined that three (3) or more false private intrusion alarms within a permit year is excessive and shall be a violation of this Ordinance.
  - 1. Civil fees and constraints around police response for false private intrusion alarms within a permit year shall be assessed against an alarm user as follows:

Third false alarm	\$ 75.00
Fourth false alarm	\$150.00
Fifth false alarm	\$250.00
Sixth and subsequent false alarm	\$500.00

- B. **Excessive false robbery, hold-up, duress, or panic alarms; fees.** It is hereby found and determined that the nature and intent of robbery, hold-up, duress, or panic alarms is to summon emergency personnel to the scene of the alarm for an apparent immediate jeopardy to human life, and that, as such, it is common that such alarms create a significant commitment of emergency personnel and resources. Further, it is hereby found and determined that excessive false robbery, hold-up, duress, and panic alarms create additional drain on public safety resources and should therefore be treated with the gravity such unwarranted resource allocations adversely cause to public safety. Therefore, it is hereby found and determined that two or more, false robbery, hold-up, duress, or panic alarms within a permit year is excessive and shall be a violation of this Ordinance.
  - 1. Civil fees and constraints around police response for false robbery, hold-up, duress, or panic alarms within a permit year may be assessed against an alarm user as follows:

Second false alarm	\$250.00
Third false alarm	\$500.00
Fourth and subsequent false alarm	\$750.00

- C. Suspension of law enforcement response – Excessive false alarms.** After an alarm site has accumulated eight (8) false alarm responses in a twelve (12) month alarm permit period, the Alarm Administrator shall notify the alarm user, the alarm installation company, or monitoring company, in writing, at least thirty (30) calendar days before police response to an alarm system’s notifications is to be discontinued. Suspension of alarm response does not apply to duress, robbery, holdup, and panic alarms. The notice of suspension must also include the amount of the penalty amount for each false alarm, and a description of the appeals procedure available to the alarm user and the alarm installation company or monitoring company.
- D. Reinstatement of suspended sites for excessive false alarms.** A person whose alarm permit has been suspended may obtain reinstatement of the permit by the Alarm Administrator if the person submits to the Alarm Administrator:
1. A \$25.00 reinstatement fee.
  2. Sufficient demonstration and articulation, in writing, addressing proactive measures which have been implemented to prevent false alarms in the future.
  3. Certification from an alarm installation company stating that the alarm has been inspected and/or repaired for any case where repetitive, obvious malfunctioning of the system or the system’s settings has occurred.
- E. Reinstatement of response.** The Police Department shall reinstate its response to an alarm site as soon as practical, after receiving notice of reinstatement from the Alarm Administrator. Reinstatement of police response to an alarm pursuant to these procedures does not constitute a new permit for the purpose of calculating the fees associated with police responses to a false alarm during the calendar permit year. Subsequent responses to false alarms shall be assessed fees in accordance with the total number of previous false alarms during the calendar permit year.
- F. Additional suspension of service.** If an alarm permit is reinstated after suspension, the Police Department may again discontinue service if it is determined that two (2) false alarms have occurred within sixty (60) days after the reinstatement date. Notification of any such additional discontinuation of service shall be delivered to the alarm user, the alarm installation company, or monitoring company, in writing, at least thirty (30) calendar days before police response to an alarm system’s notifications is to be discontinued. Suspension of alarm response does not apply to duress, robbery, holdup, and panic alarms.
- G. Alarm Administrator discretion.** In the Alarm Administrator's sole discretion, the Alarm Administrator may waive required alarm inspection certification or alarm user training prior to approving reinstatement, and may reduce or waive false alarm fees, as appropriate. The Alarm Administrator's decision to approve or deny reinstatement, or to reduce or waive

fees, shall be made to further the efficient use of Police Department resources and in the interests of the public's health, safety and welfare.

#### **8.08.100 Civil Fees and Penalties for Administrative Violations**

- A. Violations of any portion of this Chapter's administrative requirements are subject to the following civil penalties and fees:
  - 1. Failure to Register for an Alarm Permit \$100.00
  - 2. Failure to Renew an Operating or Active Alarm Permit \$100.00
  - 3. Failure to Update Contact Information for Responsible Alarm Users within 30 Days of any Change or at Permit Renewal \$100.00
- B. Other Civil Penalties. Violations will be enforced through the assessment of civil penalties in the amount of One Hundred Dollars (\$100.00) per violation.
- C. Payment of Civil Penalties. Civil penalties shall be paid within (30) days from the date of the invoice.
  - 1. Discontinuance of law enforcement response. The failure of an alarm user to make payment of any civil penalties assessed under this Ordinance, within 60 days from the date of the invoice, may result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit, until payment is received. This provision does not apply to any alarm sites for panic/duress alarm activations or robbery/hold up alarms even though the site is suspended.
- D. Civil Non-criminal violation.

A violation of any of the provisions of this Ordinance shall be a civil violation and shall not constitute a criminal, misdemeanor infraction.

#### **8.08.120 Alarm User Awareness Class.**

- A. The City may establish an Alarm User Awareness Class and may request the assistance of the area alarm companies to assist in developing and conducting the class. The class shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms. The City may grant the option of attending an educational class in lieu of paying one assessed fine, not to exceed One Hundred Dollars (\$100.00). As part of this class, information pertaining to security systems that may also provide a verified alarm to the police shall be provided.
- B. Alternatively, the class can be delivered to the user as an online training module.

- C. Upon submission to the Alarm Administrator proof of a successful attendance and completion of such a class, the Alarm Administrator shall waive any penalty or fee, not to exceed One Hundred Dollars (\$100.00).

#### **8.08.130 Appeals Process.**

- A. Assessments of civil penalties and other enforcement decisions made under this Ordinance may be appealed by filing a written notice of appeal with the Casper Police Department within thirty (30) days after the date of notification of the assessment of civil penalties or other enforcement decision. The failure to give written notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of a penalty, or penalties, or other enforcement decision. Appeals shall be heard using the contested case format of the Wyoming Administrative Procedures Act. The hearing officer's decision is subject to review in the district court by proceedings in the nature of certiorari.
- B. The hearing officer shall review an appeal from the assessment of civil penalties or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalties or other enforcement decision, the hearing officer shall have the discretion to dismiss or reduce civil penalties or reverse any other enforcement decision, where warranted.

#### **8.08.140 Confidentiality**

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the City.

#### **8.08.160 Government Immunity**

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response to any alarm, nor for the timeliness thereof. Any, and all, liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Casper Police Department's response may be influenced or negated by factors such as the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, and prior response history.

#### **8.08.180 Severability**

The provisions of this Ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any

part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

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

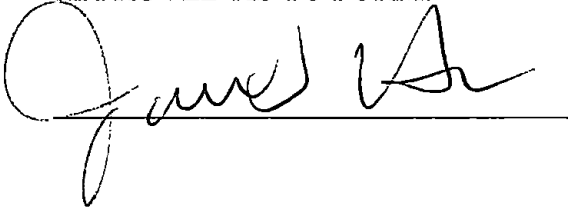
**\*The remainder of this page is intentionally left blank\***

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

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

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



A handwritten signature in black ink, appearing to read 'Fleur Tremel', is written over a horizontal line.

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation


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

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



October 21, 2022

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

**FROM:** John Henley, City Attorney 

**SUBJECT:** An Ordinance Amending Chapter 9.08 - Offenses Against the Person, of the Casper Municipal Code to Add Section 9.08.020 “Malicious Harms Based on Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, Gender Expression, National Origin, or Disability.”

**Meeting Type & Date:**  
Regular Council Meeting  
November 1, 2022

**Action type:**  
Conduct a Public Hearing and First Reading regarding An Ordinance Amending Chapter 9.08 - Offenses Against the Person, of the Casper Municipal Code to Add Section 9.08.020 “Malicious Harms Based on Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, Gender Expression, National Origin, or Disability.”

**Recommendation:**  
That City Council conduct Public Hearing and First Reading of the referenced ordinance.

**Summary:**  
The City of Casper’s LGBTQ Advisory Board requested City Council to consider an ordinance concerning malicious harms based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or disability to discourage discrimination in employment, housing and public accommodations of such protected classes.

On October 11, 2022, the City Council discussed a proposed ordinance and on October 18, 2022, City Council established the Public Hearing and First Reading of the Ordinance for November 1, 2022.

The Ordinance is based, to a large degree, on a Cheyenne, Wyoming ordinance with the addition of the original and ongoing concerns of the Council’s advisory board, concerning employment, housing, and public accommodations.

There are federal laws addressing employment, housing and public accommodation discrimination, but the reach of those statutes is generally directed at employers with a sizable workforce; the process has no urgency and can take years before a complaint is resolved. (See the

*Bostock v. Clayton County, Georgia* bullet points attached; two of the three plaintiffs in the three cases heard by the U.S. Supreme Court had already passed away before the Supreme Court decided the issue.)

The physical harms included within the proposed ordinance are based upon the current definitions for assault and assault and battery. The difference is that an enhanced penalty is available to the Court upon a first offense. Currently, for a first offense of battery in the Municipal Court, the maximum punishment is up to \$750.00. Under the proposed ordinance if the battery was committed because of hate or prejudice against another due to the other's color, ethnicity, sex, sexual orientation, etc., the municipal judge will have the ability to consider incarceration for a violation proved beyond a reasonable doubt in the Court's sentencing decision.

An exception within the terms of the ordinance is the Religious Freedom Restoration Act (42 U.S.C. 200bb-1 through 200bb-4). Concern has been voiced regarding the Statutes protection for a "person's" exercise of religion. The concern was that the reference to person was not broad enough to protect corporations. *Hobby Lobby v Sebelius*, a 2013 Tenth Circuit case, at page 1129 answered this question:

"We begin with the statutory text. RFRA contains no special definition of "person." Thus, our first resource in determining what Congress meant by "person" in RFRA is the Dictionary Act, which instructs: "In determining the meaning of any Act of Congress, unless the context indicates otherwise \*\*\* the word 'person' ... include[s] corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals." 1 U.S.C. § 1. Thus, we could end the matter here since the plain language of the text encompasses "corporations," including ones like Hobby Lobby and Mardel. In addition, the Supreme Court has affirmed the RFRA rights of corporate claimants, notwithstanding the claimants' decision to use the corporate form." *See O Centro Espirita Beneficiente Uniao do Vegetal v. Ashcroft*, 389 F.3d 973, 973 (10th Cir.2004) (en banc) (affirming a RFRA claim brought by "a New Mexico corporation on its own behalf"), *aff'd*, 546 U.S. 418, 126 S.Ct. 1211, 163 L.Ed.2d 1017 (2006).

[We have been given] no persuasive reason to think that Congress meant 'person' in RFRA to mean anything other than its default meaning in the Dictionary Act-which includes corporations regardless of their profit-making status. *Hobby Lobby Stores, Inc. v Sebelius* 723 F.3d 1114 (2013)

However, notwithstanding the 10<sup>th</sup> Circuit and U.S. Supreme Court decisions, to give additional clarification to the Council's intention within the ordinance, an amendment is recommended. On page 3, paragraph F. 1. a. the language may be amended from the first paragraph to the second proposed paragraph:

***Ordinance as proposed:***

- F. 1. Exceptions. Notwithstanding anything contained in this Section, the following practices shall not be a violation of this Section:
  - a. Any action or right authorized or protected by the Religious Freedom Restoration Act (42 U.S.C. § 2000bb – 2000bb-4), Wyoming Statutes, the United States Code, the United States Constitution, or the Wyoming Constitution.

***Amendment option:***

- F. 1. Exceptions. Notwithstanding anything contained in this Section, the following practices shall not be a violation of this Section:
  - a. Any action or right authorized or protected by the Religious Freedom Restoration Act (42 U.S.C. § 2000bb – 2000bb-4), **this exception is intended to include protection for persons and profit and non-profit religious groups and organizations that provide charitable and/or educational services; rights guaranteed by:** Wyoming Statutes, the United States Code, the United States Constitution, or the Wyoming Constitution.

**Financial Considerations:**

The Casper Police Department will have additional crimes to charge if appropriate, which may take more time to complete. Similarly, charging someone for an offence with possible incarceration may require additional appointments of court appointed attorneys for indigent defendants.

**Oversight/Project Responsibility**

City Attorney's Office  
Casper Police Department

**Attachments**

Proposed ordinance.  
*Bostock v. Clayton County, Georgia* bullet points.  
Religious Freedom Restoration Act of 1993.

### ***Bostock v. Clayton County, Georgia Bullet Points***

- Gerald Bostock worked for Clayton County, Georgia, as a child welfare advocate. Under his leadership, the county won national awards for its work. After a decade with the county, Mr. Bostock began participating in a gay recreational softball league.

Not long after that, influential members of the community allegedly made disparaging comments about Mr. Bostock's sexual orientation and participation in the league. Soon, he was fired for conduct "unbecoming" a county employee.

- Donald Zarda worked as a skydiving instructor at Altitude Express in New York. After several seasons with the company, Mr. Zarda mentioned that he was gay and, days later, was fired.
- Aimee Stephens worked at a funeral home in Garden City, Michigan. When Stephens got the job, Stephens presented as a male.

But two years into service with the company, Stephens began treatment for despair and loneliness. Ultimately, clinicians diagnosed Stephens with gender dysphoria and recommended that Stephens begin living as a woman.

In Stephens sixth year with the company, Stephens wrote a letter to the employer explaining that Stevens planned to "live and work fulltime as a woman" after Stephens returned from an upcoming vacation. The funeral home fired Stevens before Stephens left, telling Stephens "this is not going to work out."

### **Federal Civil Rights Act 9.02[2][a]:**

The term "employer" for federal actions means a person engaged in an industry who has fifteen or more employees.

Public Law 103-141  
103d Congress

An Act

Nov. 16, 1993

[H.R. 1308]

Religious  
Freedom  
Restoration Act  
of 1993.  
42 USC 2000bb  
note.

To protect the free exercise of religion.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. SHORT TITLE.**

This Act may be cited as the "Religious Freedom Restoration Act of 1993".

42 USC 2000bb.

**SEC. 2. CONGRESSIONAL FINDINGS AND DECLARATION OF PURPOSES.**

(a) **FINDINGS.**—The Congress finds that—

(1) the framers of the Constitution, recognizing free exercise of religion as an unalienable right, secured its protection in the First Amendment to the Constitution;

(2) laws "neutral" toward religion may burden religious exercise as surely as laws intended to interfere with religious exercise;

(3) governments should not substantially burden religious exercise without compelling justification;

(4) in *Employment Division v. Smith*, 494 U.S. 872 (1990) the Supreme Court virtually eliminated the requirement that the government justify burdens on religious exercise imposed by laws neutral toward religion; and

(5) the compelling interest test as set forth in prior Federal court rulings is a workable test for striking sensible balances between religious liberty and competing prior governmental interests.

(b) **PURPOSES.**—The purposes of this Act are—

(1) to restore the compelling interest test as set forth in *Sherbert v. Verner*, 374 U.S. 398 (1963) and *Wisconsin v. Yoder*, 406 U.S. 205 (1972) and to guarantee its application in all cases where free exercise of religion is substantially burdened; and

(2) to provide a claim or defense to persons whose religious exercise is substantially burdened by government.

42 USC  
2000bb-1.

**SEC. 3. FREE EXERCISE OF RELIGION PROTECTED.**

(a) **IN GENERAL.**—Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability, except as provided in subsection (b).

(b) **EXCEPTION.**—Government may substantially burden a person's exercise of religion only if it demonstrates that application of the burden to the person—

- (1) is in furtherance of a compelling governmental interest;  
and  
(2) is the least restrictive means of furthering that compelling governmental interest.

(c) **JUDICIAL RELIEF.**—A person whose religious exercise has been burdened in violation of this section may assert that violation as a claim or defense in a judicial proceeding and obtain appropriate relief against a government. Standing to assert a claim or defense under this section shall be governed by the general rules of standing under article III of the Constitution.

#### **SEC. 4. ATTORNEYS FEES.**

(a) **JUDICIAL PROCEEDINGS.**—Section 722 of the Revised Statutes (42 U.S.C. 1988) is amended by inserting “the Religious Freedom Restoration Act of 1993,” before “or title VI of the Civil Rights Act of 1964”.

(b) **ADMINISTRATIVE PROCEEDINGS.**—Section 504(b)(1)(C) of title 5, United States Code, is amended—

- (1) by striking “and” at the end of clause (ii);  
(2) by striking the semicolon at the end of clause (iii) and inserting “, and”; and  
(3) by inserting “(iv) the Religious Freedom Restoration Act of 1993;” after clause (iii).

#### **SEC. 5. DEFINITIONS.**

As used in this Act—

- (1) the term “government” includes a branch, department, agency, instrumentality, and official (or other person acting under color of law) of the United States, a State, or a subdivision of a State;  
(2) the term “State” includes the District of Columbia, the Commonwealth of Puerto Rico, and each territory and possession of the United States;  
(3) the term “demonstrates” means meets the burdens of going forward with the evidence and of persuasion; and  
(4) the term “exercise of religion” means the exercise of religion under the First Amendment to the Constitution.

42 USC  
2000bb-2.

#### **SEC. 6. APPLICABILITY.**

(a) **IN GENERAL.**—This Act applies to all Federal and State law, and the implementation of that law, whether statutory or otherwise, and whether adopted before or after the enactment of this Act.

(b) **RULE OF CONSTRUCTION.**—Federal statutory law adopted after the date of the enactment of this Act is subject to this Act unless such law explicitly excludes such application by reference to this Act.

(c) **RELIGIOUS BELIEF UNAFFECTED.**—Nothing in this Act shall be construed to authorize any government to burden any religious belief.

42 USC  
2000bb-3.

#### **SEC. 7. ESTABLISHMENT CLAUSE UNAFFECTED.**

Nothing in this Act shall be construed to affect, interpret, or in any way address that portion of the First Amendment prohibiting laws respecting the establishment of religion (referred to in this section as the “Establishment Clause”). Granting government funding, benefits, or exemptions, to the extent permissible under the Establishment Clause, shall not constitute a violation of this

42 USC  
2000bb-4.

Act. As used in this section, the term “granting”, used with respect to government funding, benefits, or exemptions, does not include the denial of government funding, benefits, or exemptions.

Approved November 16, 1993.

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**LEGISLATIVE HISTORY—H.R. 1308 (S. 578):**

**HOUSE REPORTS:** No. 103-88 (Comm. on the Judiciary).

**SENATE REPORTS:** No. 103-111 accompanying S. 578 (Comm. on the Judiciary).

**CONGRESSIONAL RECORD**, Vol. 139 (1993):

May 11, considered and passed House.

Oct. 26, 27, S. 578 considered in Senate; H.R. 1308, amended, passed in lieu.

Nov. 3, House concurred in Senate amendment.

**WEEKLY COMPILATION OF PRESIDENTIAL DOCUMENTS**, Vol. 29 (1993):

Nov. 16, Presidential remarks.

ORDINANCE NO. 18-22

AN ORDINANCE AMENDING CHAPTER 9.08 – OFFENSES AGAINST THE PERSON, OF THE CASPER MUNICIPAL CODE TO ADD SECTION 9.08.020 “MALICIOUS HARMS BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, OR DISABILITY.”

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

WHEREAS, the governing body of the City of Casper may perform acts authorized by the powers granted by the state in relation to the concerns of the city; and,

WHEREAS, the City of Casper is composed of and welcomes diverse individuals, groups and communities; and,

WHEREAS, the City of Casper values diversity and seeks to encourage and allow all residents and visitors to contribute to the commercial life and activities of the City and to the cultural and social life of the City; and,

WHEREAS, affirming nondiscrimination protections and investing in social safety will help reduce vulnerable communities’ exposure to potential violence, economic injury and discrimination; and,

WHEREAS, the governing body of the City of Casper desires to amend Chapter 9.08 – of the Casper Municipal Code by creating Section 9.08.020.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 9.08.020 is created and shall be codified as follows:

**Section 9.08.020** Malicious harms based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, or disability.

A. Unlawful physical actions committed on the basis of protected characteristics

It shall be unlawful and an offense for any person to commit any of the following acts maliciously and with the specific intent to intimidate or harm another person because of that person’s race, color, religion, ancestry, sex, sexual orientation, gender identity, gender expression, national origin, or disability (hereafter collectively “protected characteristics”):



1. a. **Assault of another.** Whoever, having the present ability to do so, attempts to commit a violent injury on another person because of one or more protected characteristics of that person, is guilty of an assault under this section.

b. **Assault and Battery of that person.** Whoever, in a rude, insolent or angry manner, unlawfully touches another person because of one or more protected characteristics of that person, is guilty of an assault and battery under this section.

2. **Injuring, defacing or destroying property of another.** No person shall (a) willfully injure, deface or destroy, or attempt to injure, deface or destroy, any other person's building or any fixture thereof, (b) injure, destroy or secrete any goods, chattels or valuable papers of any other person, (c) injure, deface, or destroy any fence, foundation, sidewalk, trees or any other private property of any other person without permission, or (d) damage, destroy, vandalize, deface, trespass upon, or steal any real or personal property of any other person because of one or more protected characteristics of that person, is guilty of injuring, defacing or destroying property of another under this section.

B. Inciting imminent lawless violence against another.

It shall be unlawful and a violation hereof for any person, by words, depictions or actions, to incite or produce imminent lawless violence directed against another person because of one or more protected characteristics of that person, including circumstances in which such words, depictions, or actions were intended and likely to incite or produce such imminent lawless violence, but failed in their objective.

C. Places of public accommodation; discrimination prohibited.

It shall be unlawful and an offense for any person, with malice or prejudice, to restrict another person from obtaining the full and equal enjoyment of the goods, services, facilities, privileges, advantages and accommodations of any place of public accommodation because of one or more protected characteristics of that person. For purposes of this paragraph, "place of public accommodation" means, businesses, and locations which are open to the public., or which invite the patronage of the public.

D. Housing; illegal discrimination prohibited.

It shall be unlawful for any person or entity to discriminate against another person in the sale, lease, or rental of any housing facility, or to otherwise discriminate against such person in the terms, conditions, maintenance, improvement, or repair of any housing facility, because of one or more protected characteristics of that person.

E. Employment discrimination prohibited.

1. It shall be unlawful and an offense for any employer to refuse to hire or promote a person, or to discriminate against a person in matters of compensation or the terms, conditions or privileges of employment, because of one or more protected characteristics of that person.
2. It shall be unlawful and an offense for any person, an employer, an employment agency, a labor organization, or its employees or members, to discriminate in matters of employment or membership, including customary benefits of the employment membership, against a qualified person, because of one or more protected characteristics of that person.
3. It shall be unlawful and an offense for an employer to reduce the wage or benefits of any employee because of one or more protected characteristics of that person.

F. 1. Exceptions. Notwithstanding anything contained in this Section, the following practices shall not be a violation of this Section:

- a. Any action or right authorized or protected by the Religious Freedom Restoration Act (42 U.S.C. § 2000bb – 2000bb-4), Wyoming Statutes, the United States Code, the United States Constitution, or the Wyoming Constitution.
- b. For a religious organization or institution to restrict any of its facilities of housing or accommodations which are operated as a direct part of religious activities to individuals of the religious organization or institution involved or to restrict employment opportunities for officers, religious instructors and clergy to individuals of that religious organization or institution.
- c. For the owner of an owner-occupied one-family or two-family dwelling, or a housing facility or public accommodation facility, respectively, devoted entirely to the housing and accommodation of individuals of one sex, to restrict occupancy and use on the basis of sex.
- d. To discriminate in any arrangement for the sharing of a dwelling unit by an individual who is sharing the unit.

2. Exceptions. Notwithstanding anything contained in this Section, the following entities or their agencies shall not be prosecuted pursuant to Subsections C., D., and E., of this Section:

- a. The United States or any department or agency thereof, a corporation wholly owned by the government of the United States or Indian Tribe;
- b. The State of Wyoming or any department or agency thereof, including any political subdivision of the State;
- c. A bona fide private membership club (other than a labor organization) which is exempt from taxation under the Internal Revenue Code of 1986; or,

- d. A fraternal or religious association or corporation if the association or corporation is neither organized for private profit nor has as its primary purpose the provision of accommodations or services that are available on a non-membership basis.
- e. An institution, club, or place of accommodation that proves that it is, by its nature, distinctly private. An institution, club, or place of accommodation is not by its nature distinctly private if:
  - i. It has more than twenty-five) members, and
  - ii. Provides regular meal service, and
  - iii. Regularly receives payment for dues, fees, use of space, facilities, services, meals, or beverages, directly or indirectly, from or on behalf of members. For the purposes of this definition, any lodge of a recognized national fraternal organization is considered by its nature distinctly private.

G. Burden of proof. Investigations of alleged violations of this code are undertaken based upon a strong showing of reasonable suspicion that the violation occurred because the alleged perpetrator's actions were based on one or more protected characteristics of the victim(s). Reasonable suspicion is best demonstrated by expressions of bias, hate or prejudice, made or encouraged by the perpetrator at or near the time of the alleged violation, or, through a sustained pattern of conduct which demonstrates the perpetrator's motivation. Violations of this code section, must be proved beyond a reasonable doubt .

H. Penalty.

1. Any person found guilty of violating subsections A. and/or B., of this section, may be punished by a fine up to \$750.00 or up to six (6) months in jail, or both.
2. Any person found guilty of violating the subsections C., D., or E., of this section, may be punished by a fine up to \$750.00, under the general provisions of Section 1.28.010 of the Casper City Code.

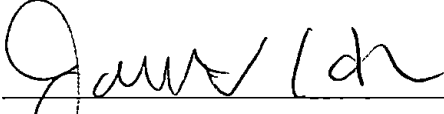
***\*The remainder of this page is intentionally left blank \****

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2022.

PASSED on 2<sup>nd</sup> 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

October 19, 2022

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Consideration of a Resolution certifying Annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the Annexation of 2.0-Acres described as Tract 8, Dowler No. 2 Subdivision, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, November 1, 2022.

Action Type:

Resolution and Public Hearing

Recommendation:

That Council, by Resolution, determine that the Annexation of Tract 8, Dowler No. 2 Subdivision complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

An annexation has been requested for two (2) acres located at 3025 Paradise Drive. The Paradise Valley Christian Church (Owner) intends to construct a new church on the property. There are three (3) existing structures, a residential structure, an outbuilding and a school building. The owner plans to demolish the residential structure, but to retain the other two (2) buildings on the site. The parcel is contiguous with the existing City limits along both its south and west property lines; therefore, the property is eligible for annexation. Furthermore, the area is located within the City of Casper's Urban Growth Boundary, and can be provided with City services.

A notice of public hearing was published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexation applications.

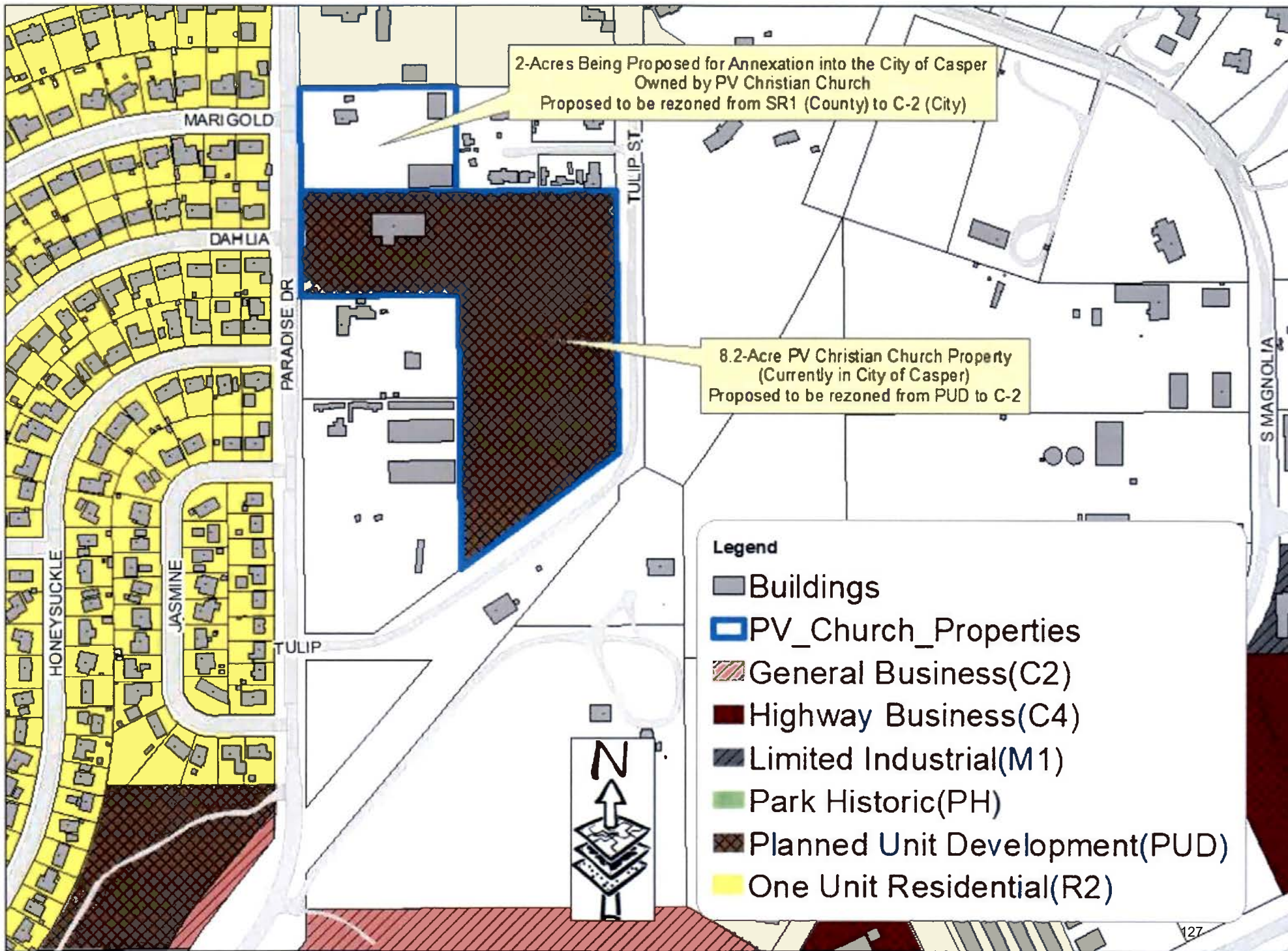
Attachments:

Location Map (Aerial)

Resolution

Annexation Study/Report

# PV Christian Church Annexation/Zoning Request



TRACT 8, DOWLER NO. 2 SUBDIVISION

2022 ANNEXATION REPORT

PREPARED BY:

CITY OF CASPER  
COMMUNITY DEVELOPMENT DEPARTMENT



**PURPOSE**

This report, a statutory requirement of annexations, is in general terms, a cost/benefit analysis meant to provide the City and affected property owners a clear picture of the financial considerations of annexing properties into the City of Casper.

**BACKGROUND INFORMATION / DESCRIPTION OF AREA**

An annexation has been requested for two (2) acres located at 3025 Paradise Drive. The Paradise Valley Christian Church (Owner) intends to construct a new church on the property. There are three (3) existing structures, a residential structure, an outbuilding and a school building. The owner plans to demolish the residential structure, but to retain the other two (2) buildings on the site. The parcel is contiguous with the existing City limits along both its south and west property lines; therefore, the property is eligible for annexation.

For the purpose of analysis within this report, the following assumptions/calculations have been utilized: *All valuations and tax information were derived from public information available on the Natrona County Assessor’s website.*

- Estimated Population increase 0 (2.36 persons per household x 0 Dwellings)
- Yearly sales tax revenue for City \$0 (\$566 x 0 residential population)
- Yearly property tax revenue (@ 8 mills) \$0 (Tax Exempt Church Property)
- Area within designated Growth Boundary Yes
- Potential building permit revenue \$30,000 (Based on \$3,000,000 Church)
- Transit/Bus Property serviced by Yellow Line
- Municipal Code Compliance Existing land uses are compliant
- Proposed zoning classification C-2 (General Business)

**DEVELOPMENT COSTS**

There will not be any immediate City-borne infrastructure development costs as a result of this annexation. Access to the property is accommodated by Paradise Drive, a fully constructed City-maintained public street. Utilities are currently available, and no extension of mains will be necessary to accommodate the development of the parcel.

**STATUTORY REQUIREMENTS**

Wyoming Statute 15-1-402 sets specific requirements with regard to the annexation process and the supporting documentation. Subsection (c) requires that an annexing municipality prepare an annexation report, which shall, at a minimum, contain:

- (i) A map of the area proposed to be annexed showing identifiable landmarks and boundaries and the area which, as a result of the annexation, will then be brought within one-half (1/2) mile of the new corporate limits of the City, if it has exercised the authority granted under W.S. 15-3-202(b)(ii); *(See appendix for map).*

- (ii) The total estimated cost of infrastructure improvements required of all landowners by the annexing municipality related to the annexation; (*See "Development Costs" section above*).
- (iii) A list of basic and other services customarily available to residents of the city or town and a timetable when those services will reasonably be available to the area proposed to be annexed; (*See individual City Department or Division sections below, all services will be available immediately upon annexation*).
- (iv) A projected annual fee or service cost for services described in paragraph (iii) of this subsection; (*See individual City Department or Division sections below*).
- (v) The current and projected property tax mill levies imposed by the municipality; and, (*See "Economics and Sources of Revenue" section below for tax information*).
- (vi) The cost of infrastructure improvements required within the existing boundaries of the municipality to accommodate the proposed annexation. (*See "Development Costs" section above*).

**COMPLIANCE WITH W.S. 15-1-402.**

The annexation of the subject property meets the requirements of W.S. 15-1-402 for the following specific reasons:

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, are available to the property, as are all other City services, including, but not limited to Emergency Services.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is directly adjacent to current City properties. The area is not isolated by any natural or man-made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the provision of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is surrounded by, and immediately adjacent to, properties currently being served by the City. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area for the foreseeable future.
4. The annexation of the area is contiguous with, and adjacent to, the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute 15-1-402(c) exist and the required procedures for the annexation of the area have been met. This annexation report was prepared pursuant to Wyoming State Statute 15-1-402(c) and will be disseminated to affected landowners and utility companies according to Wyoming Law.
7. The time and place for the public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute 15-1-402 will be published in the Casper Star-Tribune twice; a minimum of 15-days prior to the final public hearing, and notice will be given as provided by Wyoming State Statute 15-1-405.

### **SERVICES TO BE PROVIDED BY THE CITY OF CASPER AND ESTIMATED COSTS.**

Properties located within the City of Casper benefit from all the programs and services of local government. For purposes of this study, the nine (9) departments or divisions that provide direct, basic City services to incorporated properties have been considered to gain a relative measure of service costs.

The relative service costs for City services were derived by dividing each department's/division's FY 2023 budget by the number of "properties" or "accounts" in the City of Casper (obtained from Public Utility Billing). According to the Public Utilities Division, there are approximately 21,000 residential properties/accounts and 2,000 commercial properties/accounts, **for an approximate total of 23,000 properties/accounts in Casper.** This analysis is only intended to meet the Wyoming State Statutes' requirement to provide estimated service "costs" associated with the annexation. The analysis; however, does not suggest ACTUAL costs that are being incurred by the City, unless specifically noted as such, but rather, attempts to measure the relative impact of the annexation, based on existing budgets and the number of lots/properties served. Typically, annexation reports also provide a secondary method of estimating costs based on population rather than the number of properties/accounts in Casper. In this particular case, the secondary method of estimating costs has not been included because the property is institutional (church), and will not result in an increase in population. It is acknowledged that neither method is an ideal way to determine ACTUAL costs, but instead, are useful to illustrate the conceptual financial effects of growth on the organization.

Although the costs provided within this report can, in most cases, be considered theoretical, and are only a consideration of immediate costs/benefits today, it is important for decision-makers to note that in general, whenever the City grows through annexations, and if new streets are constructed/improved, or if new utilities are constructed, the City also acquires long-term maintenance costs associated with that new infrastructure, even if the improvements are initially paid for by a developer, as is the case with most annexations. In addition, over the long-term, the incremental expansion of the City requires that City services such as fire, police, sanitation, snow plowing, transit, etc. must also expand, typically, with an inadequate increase in City funding/revenue necessary to cover the yearly

provision of those services. It is, more often than not, a misconception that the increased tax revenue that the City receives as a result of annexations will adequately cover the actual long-term costs involved, especially if life-cycle/maintenance costs, and service costs are considered. Incrementally, these continuing costs, over time, can have a negative impact on City finances. For this reason, carefully managing growth to be located in appropriate (infill) areas, and also managing the eventual land uses and densities associated with growth, is a financially conservative strategy that the City must consider to remain solvent over the long term.

*Below are some examples of general development/maintenance costs for public streets:*

- \$500-\$600 per lineal foot – Cost to build a standard City (local) street. Equates to \$2,640,000 - \$3,168,000 per mile, and includes curb, gutter, sidewalk, streetlights, asphalt, etc. (Source: CEPI – Civil Engineering Professionals Inc.)
- \$300,000 - \$591,000 per mile – Cost to maintain a local City Street (not collector or arterial) over a 20-year life-cycle. (Source: City Engineering Division)

➤ Expected routine maintenance includes:

- Year 2 – Crack Sealing
- Year 5 – Chip Seal and Crack Seal
- Year 7 – Crack Sealing
- Year 10 – Major Repair/Patching
- Year 13 – Crack Seal
- Year 15 – Chip Seal and Crack Seal
- Year 20 – Reconstruction

#### **POLICE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Police Department provides law enforcement services, which consist of answering calls for service, and patrolling City properties. Based on the total budget for the Police Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Police Department services is approximately \$708 per property (*\$16,304,537 FY-23 Police Department budget, divided by 23,000 properties/accounts in the City*). This annexation is incorporating a single lot/property; therefore, the total estimated cost of this annexation would be \$708 (*1 lot x \$708*).

The Casper Police Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Police services will be available immediately upon the completion of the annexation.

#### **FIRE DEPARTMENT COST OF PROVIDING SERVICE:**

The Casper Fire Department provides fire / EMS services, which consist primarily of answering calls for emergency services. Based on the total budget for the Fire Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Fire Department services is \$472 per property (*\$10,861,886 FY-23 Fire*

*Department budget, divided by 23,000 properties*). This annexation is incorporating a single lot/property; therefore, the total cost of this annexation would be \$472 (*1 lot x \$472*).

The Casper Fire Department will not have to make any departmental changes in terms of personnel, equipment or vehicles that involve actual costs to the City as a result of this annexation. Fire service will be available immediately upon the completion of the annexation.

#### **STREETS AND TRAFFIC DIVISIONS COST OF PROVIDING SERVICE:**

The Casper Street Division provides services such as road maintenance, snow-plowing and snow removal. The Traffic Division provides services such as traffic sign installation, streetlight repair, and traffic signal maintenance. Based on the combined total budget for the Street and Traffic Divisions, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Street and Traffic Division services is \$185 per property (*\$4,244,733 FY-23 Street/Traffic budget, divided by 23,000 properties*). This annexation is incorporating a single lot/property; therefore, the total cost of this annexation would be \$185 (*1 lot x \$185*).

The Streets/Traffic Division will not incur additional capital costs as a result of this annexation, and will not need to hire additional personnel or purchase additional equipment to service this property. Streets/Traffic Division service will be available immediately upon the completion of the annexation.

#### **PUBLIC UTILITIES DIVISION (WATER AND SEWER) COST OF PROVIDING SERVICE:**

The Public Utilities Division provides services such as water and sewer service, main maintenance, meter reading, hydrant flushing, meter replacement, and service line installation. The Public Utilities Division is an Enterprise Account and is entirely self-funded through various fees.

The City will not incur any capital costs associated with providing water or sewer service to the area because the annexation is located in an infill area, adjacent to existing utility lines. All City costs to provide water and sewer service to the area should be equal to revenues generated by the properties.

#### **SANITATION DIVISION COST OF PROVIDING SERVICE:**

The Sanitation Division provides weekly garbage collection and disposal services. The Sanitation Division is an Enterprise account, which means that the service is entirely paid for by user fees and is not funded out of the City general fund. All sanitation costs should equal the revenues generated by the users. Sanitation service will be available immediately upon the completion of the annexation of the area, should the property owner choose to utilize City Sanitation Division services.

**PARKS DIVISION COST OF PROVIDING SERVICE:**

The Parks Division builds and maintains parks, landscaping, sports facilities, open space and trails throughout the City, for the benefit of Casper residents. Based on the total budget for the Parks Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Parks Division services is \$109 per property (*\$2,505,003 FY-23 Parks Division budget, divided by 23,000 properties*). This annexation is incorporating a single property/lot; therefore the total cost of this annexation is \$109 (*1 lot x \$109*).

The Parks Division will not have to make any departmental changes in terms of personnel, equipment, vehicles or new parks that involve actual costs to the City as a result of this annexation. Parks Division service will be available immediately upon the completion of the annexation.

**COMMUNITY DEVELOPMENT DEPARTMENT COST OF PROVIDING SERVICE:**

The Planning, Building/Code Enforcement Divisions provide services related to the inspection of structures as they are constructed, response to citizen complaints regarding violations of the Municipal Zoning Code, permitting and licensing contractors, and future land-use planning for the City. Based on the total budget for the Community Development Department, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Community Development Department services is \$64 per property (*\$1,474,391 FY-23 Planning/Code Enforcement budget, divided by 23,000 properties*). This annexation is incorporating a single property/lot; therefore, the total cost of this annexation is \$64 (*1 lot x \$64*).

The Community Development Department will not need to make any changes that will involve additional costs to the City, as a result of the annexation of the area. Community Development Department service will be available immediately upon the completion of the annexation.

**ENGINEERING DIVISION COST OF PROVIDING SERVICE:**

The Engineering Division provides services such as the permitting of curb cuts, public utility locating, investigating drainage concerns, surveying, and oversight of capital construction projects. Based on the total budget for the Engineering Division, and the 23,000 properties served in the City of Casper, it is estimated that the cost to provide Engineering Division services is \$39 per property (*\$890,375 FY-23 Engineering Division budget, divided by 23,000 properties*). This annexation is incorporating a single property/lot; therefore, the total cost of this annexation is \$39 (*1 lot x \$39*).

Current Engineering Division staff levels and equipment are adequate, and there will be no actual cost increase to the Engineering Division as a result of the annexation of the area. Engineering Division service will be available immediately upon the completion of the annexation.

## **TRANSIT COST OF PROVIDING SERVICE:**

The City of Casper operates the Public Transit service for Casper, and the surrounding towns. Transit is financed through a combination of federal grant sources, the Wyoming Department of Transportation (WYDOT) and intergovernmental agreements/matches. Services include both a fixed-route bus system and a door-to-door on-demand, paratransit service. Based on the portion of the Public Transit budget paid for by the City of Casper for FY-23, including Optional One Cent Funds, is (\$458,485), and the 23,000 properties served within the City of Casper, the estimated cost to provide Transit services is \$20 per property (*\$382,251 FY-23 Casper Match, divided by 23,000 properties*). This annexation is incorporating a single property/lot; therefore, the total cost of this annexation is \$20 (*1 lot x \$20*)

There will be no budgetary impact to Public Transit resulting from this annexation. Both fixed route transit and door-to-door service are already providing service to the property in question.

## **ECONOMICS AND SOURCES OF REVENUE**

City services are funded through a number of sources, including taxes and service/user fees. As indicated above, the enterprise fund services (water, sewer, and sanitation) are paid for one hundred percent (100%) by service/user fees collected, and do not impact the City's general fund. The remaining City services, which are funded out of the general fund, are supported, in large part, by various taxes and fees for services. The three (3) largest sources of projected general fund revenues for the City in FY-23, accounting for approximately 87% of all projected revenues to be collected, are "Intergovernmental" (*Sales Taxes, Mineral Royalties, Gasoline Tax, Severance Tax, Gaming Revenue, Automobile Tax, and Direct Distributions*) - (\$33,877,454), "Local Taxes" - (\$5,368,052) and "License and Permits" - (\$5,845,236).

In general, as properties are developed, license/permit fees will be paid to the City in the form of building permits. Once developed, these areas generate revenues in the form of franchise fees for utilities such as cable, telephone, electricity and natural gas, in addition to ongoing property taxes. With residential annexations, the City typically sees a corresponding increase in sales tax revenue, because in Wyoming, population is used as the basis for determining tax distributions. A cost/benefit analysis is usually more favorable for the City when annexations/growth occur in infill areas, where few, if any, public infrastructure and improvements are needed to service the area, and where adjacent properties are already receiving City services.

Secondary impacts of annexation/development are not easily quantifiable, but are no less important to the community as a whole. With all development, comes construction jobs, sale of construction materials, furniture, furnishings, and numerous direct and indirect support to existing local businesses. In addition to direct employment generated in the construction industry, other employment sectors likely benefit as well, such as, but not

limited to, real estate, engineers, environmental testing, architects and utility companies, all of which positively contribute to the overall local economy. The decision as to whether an annexation is appropriate or not is akin to an investment decision, in that the City, and ultimately the citizens, should only invest in development that will pay for itself over time, and ultimately result in a stronger financial position in the future.

**CONCLUSION**

Assuming the City Council ultimately annexes the property in question; the property owners will receive the same City services that all other properties within the incorporated City receive. As illustrated throughout this report, the City of Casper can provide these services without incurring any immediate capital or operational costs related to a need for additional staff, equipment or publicly funded facility expansion or infrastructure. The property is located directly adjacent to properties that are already receiving City services; therefore, the proposed annexation can be absorbed into the City of Casper without any immediately noticeable financial or operational effects. However, as this analysis illustrates, this annexation will not generate enough revenue to offset the cost of providing the property with City services over a 20-year period.

**Summary of Yearly Service Costs by Department/Division**

General Fund Department/Division	Estimated Cost to Provide Service
Police	\$708
Fire	\$472
Streets/Traffic	\$185
Parks	\$109
Community Development	\$64
Engineering	\$39
Transit	\$20
Total Yearly Cost	\$1,597
Total 20-Year Cost	\$31,940



### Summary of Yearly Revenues

Source of Revenue	Estimated Amount
Sales Tax	\$0
Property Tax	\$0
Building Permits <i>(one time)</i>	\$30,000

<b>Total First Year Revenue</b>	\$30,000
<b>Total 20-Year Revenue</b>	\$30,000

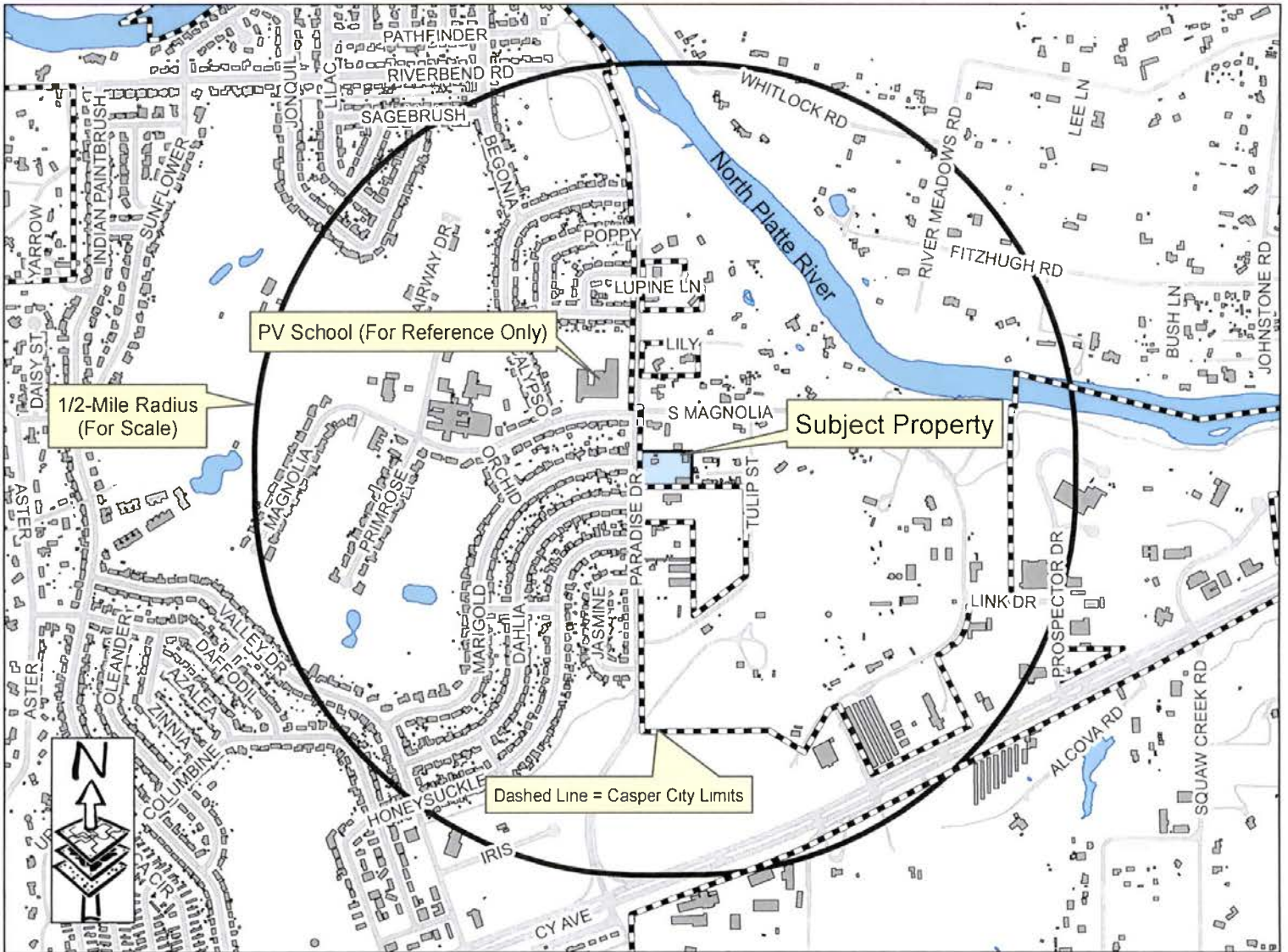
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<b>Projected 20-year yield <i>(Revenue minus Expenses)</i></b>	<b>-\$1,940 <i>(loss)</i></b>
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## APPENDIX

1. VICINITY MAP OF AREA TO BE ANNEXED.
2. PETITION FOR ANNEXATION
3. PLAT
4. MOST RECENT PUBLISHED MILL LEVIES FOR NATRONA COUNTY.
5. UTILITY COMPANY ADDRESSES.

# Annexation of Tract 8, Dowler No. 2 Subdivision (2-acres)



**CERTIFICATION OF PETITION FOR ANNEXATION**

I, Fleur Tremel, the City Clerk in and for Casper, Wyoming, a municipal corporation, hereby certify that the Petition for Annexation as attached hereto for the annexation of the Ide Addition substantially complies with the requirements set forth in W.S. § 15-1-403 including, that:

1. The petition is signed and dated by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property;
2. The petition contains the following detailed information:
  - a. A legal description of the area sought to be annexed;
  - b. A request that the described territory be annexed;
  - c. A statement that each signer is an owner of land and a description of his land within the area proposed to be annexed; and,
  - d. A map of the area.

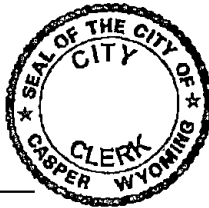
APPROVED AS TO FORM:

*Walter Snow*

CITY OF CASPER, WYOMING  
A Municipal Corporation

*Fleur Tremel*

Fleur Tremel  
City Clerk



6/30/22

Date



# City of Casper Planning Division

## Petition for Annexation Application

### PETITIONER'S INFORMATION:

NAME: Paradise Valley Christian Church  
ADDRESS: 3041 Paradise Drive, Casper, WY 82604  
TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

### HEREBY PETITION THE CITY OF CASPER FOR ANNEXATION OF THE FOLLOWING:

PROPOSED NAME OF SUBDIVISION: Dowler No. 2 Subdivision, Tract 8  
ADDRESS: 188 Valley Drive, Casper WY. 82604  
LEGAL DESCRIPTION OF LAND TO BE ANNEXED (Provide Map): Dowler NO.2 Subdivision, Tract 8

SIZE OF PROPOSED SUBDIVISION (Sq Ft/Acres): 2.00 Acres

NUMBER OF LOTS AND BLOCKS: 1 Lot, 0 Blocks

PRESENT ZONING: SR-1 PROPOSED ZONING: C2: General Business

PRESENT LAND USE: Residential

PROPOSED LAND USE: Church

PROPERTY IS CONTIGUOUS WITH THE CASPER CITY LIMIT:  YES  NO

IS PROPOSED ANNEXATION AREA INCLUDED IN, OR A PART OF AN ESTABLISHED IMPROVEMENT AND SERVICE DISTRICT UNDER THE WYOMING IMPROVEMENT AND SERVICE DISTRICT ACT (W.S. 18-12-101 ET SEQ.)? If so, please describe (on reverse).

Pursuant to Section 16.12.040 of the Casper Municipal Code all petitions for annexation shall be required to have an executed water and sewer agreement or have made suitable arrangements for service with the City prior to the annexation being approved by the Council.

The following owner's signature signifies that all information on the application is accurate and correct to the best of the owner's knowledge, and that the owner has thoroughly read and understands all application information and requirements.

SIGNATURE OF PROPERTY OWNER: [Signature]

SIGNATURE OF PROPERTY OWNER: [Signature]

DATE: 6/30/22

SUBMIT TO:  
Community Development Department  
Planning Division  
200 N David, RM 203  
Casper, WY 82601  
Phone: 307-235-8241  
Fax: 307-235-8362  
www.casperwy.gov

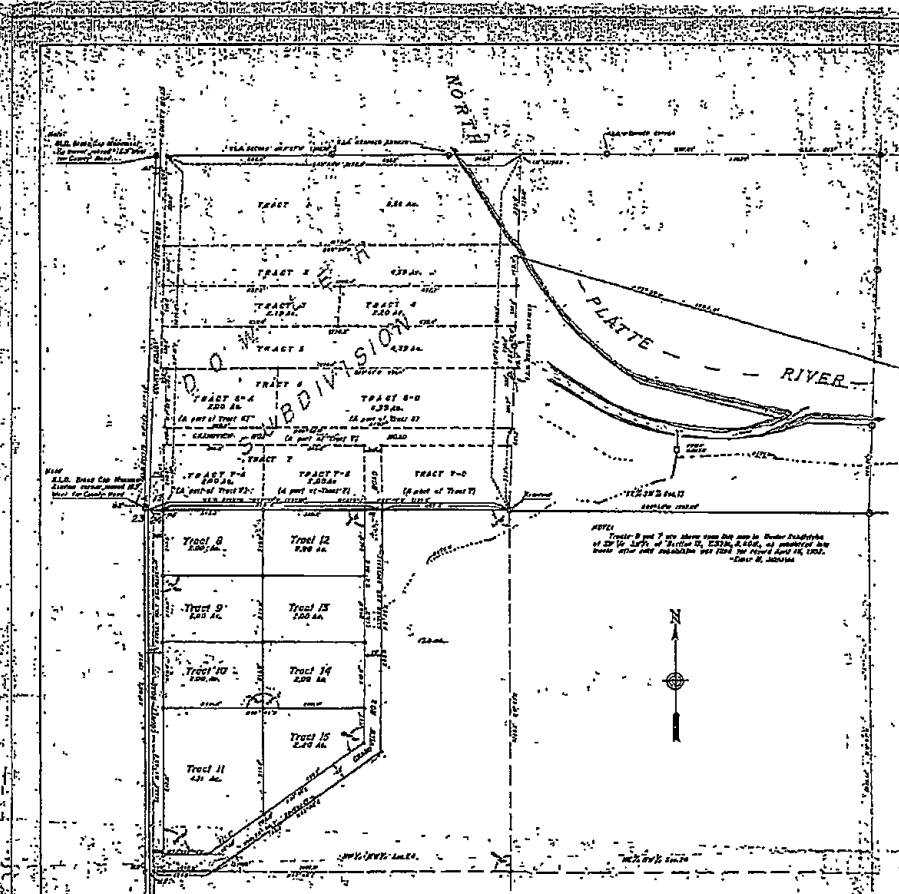
- COMPLETE SUBMITTAL NEEDS TO INCLUDE:
- Other Fees May Apply, i.e., Plat, Zone Change etc.
  - COMPLETED APPLICATION INCLUDING ORIGINAL SIGNATURES
  - \$1,000 APPLICATION FEE & PROOF OF OWNERSHIP
  - ANNEXATION MAP/PLAT

FOR OFFICE USE ONLY:

DATE SUBMITTED:

REC'D BY: \_\_\_\_\_

WYOMING DEPT. OF LANDS  
20120101 20120101



**1660**

MAP OF  
**DOWLER NO. 2 SUBDIVISION**  
 A PART OF THE NW 1/4 NW 1/4  
 SEC. 24, T. 33 N., R. 80 W., OF THE 6TH P.M.  
 NATRONA COUNTY, WYOMING.  
 SCALE: 1"=200'

**DEDICATION**

STATE OF WYOMING  
 COUNTY OF NATRONA

This is to certify that the within and above of the part of the subdivision of Section 24, T. 33 N., R. 80 W., of the 6th P.M., Natrona County, Wyoming, as shown on the plat of the subdivision attached from A. B. Dowler, was dedicated as **DOWLER NO. 2 SUBDIVISION** in 1922 and the same was in accordance with the terms of the recorded plat and conditions that were made on the ground and were duly recorded. It is the policy of the State of Wyoming to encourage the dedication and approval of the lands of the State of Wyoming to the public use and benefit of the people of the State of Wyoming and to the benefit of the State of Wyoming and to the benefit of the public use and benefit of the people of the State of Wyoming.

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Carl B. Johnson  
 State Surveyor

As shown by the plat of the subdivision attached from A. B. Dowler, and the within and above of the part of the subdivision attached from A. B. Dowler, was dedicated as **DOWLER NO. 2 SUBDIVISION** in 1922 and the same was in accordance with the terms of the recorded plat and conditions that were made on the ground and were duly recorded. It is the policy of the State of Wyoming to encourage the dedication and approval of the lands of the State of Wyoming to the public use and benefit of the people of the State of Wyoming.

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Carl B. Johnson  
 State Surveyor

**SURVEYOR'S CERTIFICATE**

STATE OF WYOMING  
 COUNTY OF NATRONA

This is to certify that the within and above of the part of the subdivision attached from A. B. Dowler, was dedicated as **DOWLER NO. 2 SUBDIVISION** in 1922 and the same was in accordance with the terms of the recorded plat and conditions that were made on the ground and were duly recorded. It is the policy of the State of Wyoming to encourage the dedication and approval of the lands of the State of Wyoming to the public use and benefit of the people of the State of Wyoming.

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Carl B. Johnson  
 State Surveyor

On this 15th day of June, 1927, before me appeared Carl B. Johnson, State Surveyor, and he has acknowledged to me that he is the State Surveyor of the State of Wyoming, and he has acknowledged to me that he is the State Surveyor of the State of Wyoming, and he has acknowledged to me that he is the State Surveyor of the State of Wyoming.

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Carl B. Johnson  
 State Surveyor

**LEGEND**

Center of the boundary survey

U.S.G.S. Base Line Monument

Iron Pipe Monument, this survey

**APPROVED**

Frank Smith, Clerk of the Board of County Commissioners

Attest:

Carl B. Johnson  
 State Surveyor

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Carl B. Johnson  
 State Surveyor

Witness my hand and seal of the State of Wyoming at Cheyenne, Wyoming, this 15th day of June, 1927.

Albert M. Quinn  
 State Surveyor

2022

## 2022 TAX LEVIES FOR NATRONA COUNTY

TAXING DISTRICTS									
District	CASPER	EDGERTON	EVANSVILLE	MIDWEST	MILLS	BAR NUNN	WWS	CASPER MOUNTAIN	SD #1
Dist #	150	151	152	153	154	155	128	121	120
<b>State School Foundation Program</b>	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
<b>School District # 1</b>									
6 mill school levy	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000	6.000
Operating Levy	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000	25.000
Recreation Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bond & Interest	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>TOTAL SCHOOL DISTRICT</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>	<b>32.500</b>
<b>Community College</b>									
Operating Levy	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000	4.000
Additional Operating Levy	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
BOCES	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
Bonds & Interest	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890	1.890
<b>TOTAL COMMUNITY COLLEGE</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>	<b>7.390</b>
<b>Natrona County</b>									
General Fund	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000	12.000
<b>TOTAL NATRONA COUNTY</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>	<b>12.000</b>
<b>County Weed &amp; Pest</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>
<b>Municipal Levies</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>	<b>8.000</b>			
<b>Sewer, Water. &amp; Fire Bonds</b>							8.000		
<b>Fire Protection</b>							3.000	3.000	3.000
<b>TOTAL LEVY FOR DISTRICT</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>72.890</b>	<b>75.890</b>	<b>67.890</b>	<b>67.890</b>

## UTILITIES AND FRANCHISES

Rocky Mountain Power (Local)	2840 East Yellowstone Hwy Casper, WY 82609
PacifiCorp dba Rocky Mountain Power	1407 W. North Temple, Suite 320 Salt Lake City, UT 84116
Rocky Mountain Power	PO Box 400 Portland, Oregon 97207-0400
Century Link (Local)	103 North Durbin Street Casper, WY 82601
Qwest Corp. dba CenturyLink QC	100 CenturyLink Drive Monrow, LA 71203
Charter (Local)	451 South Durbin Street Casper, WY 82601
Bresnan Communications Db a Charter Communications	611 E. Carlson St. Cheyenne, WY 82001
Charter Communications	12405 Powerscourt Dr. St. Louis, MO 63131
Black Hills Energy (Local)	1535 East Yellowstone Casper, WY 82601
WERCS Communications, Inc., Db a Mountain West Telephone	123 West 1 <sup>st</sup> Street, Suite C-95 Casper, WY 82601
InTTec, Inc. (Subsidiary Of Visionary Communications)	1001 S. Douglas Hwy, #201 Gillette, WY 82716
Clarity Telecom	5100 S. Broadband Lane Sioux Falls, SD 57108
Advanced Communications Technology, Inc., dba Range	PO Box 7039 Sheridan, WY 82801



## RESOLUTION NO. 22-190

### A RESOLUTION FINDING FACTS PURSUANT TO WYOMING STATUTE § 15-1-402 REGARDING THE ANNEXATION OF 2.0-ACRES DESCRIBED AS TRACT 8, DOWLER NO. 2 SUBDIVISION

WHEREAS, the hearing to determine whether the above-described area is eligible for annexation and otherwise meets the requirements of Wyoming State Statute § 15-1-402 was properly set for hearing before the Casper City Council, notice thereof being properly published and given pursuant to Wyoming State Statute § 15-1-405; and,

WHEREAS, the City Council, pursuant to Wyoming State Statute § 15-1-402, is required to consider and make certain findings prior to the above-described property being eligible for annexation.

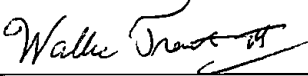
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following findings of facts have been and are hereby found, based on the record in this matter, by the governing body of the City of Casper.

1. The annexation of the area is for the protection of health, safety, and welfare of the persons residing in the area and in the City because public utilities, including water and/or sewer, will be made available to the property.
2. The urban development of the area will constitute a natural, geographical, economical, and social part of the City because the area is adjacent to properties currently located within the City limits of Casper. The area is not isolated by any natural or man made features and is a natural extension of the City limits.
3. The annexation of the area is a logical and feasible addition to the City and the extension of basic and other services customarily available to the residents of the City can reasonably be furnished to the area because the area is adjacent to properties currently being served by City services. The area can be serviced without the need for additional City-funded infrastructure such as water trunk lines, booster stations, or storage tanks. The City of Casper will not have to expend capital dollars on emergency response or public works equipment, nor hire additional personnel to serve this area.
4. The annexation of the area is contiguous with, and adjacent to the City limits.
5. The City does not operate its own electric utility. Rocky Mountain Power Company will provide electric service for the area, as they do for the balance of the City of Casper.

6. All of the conditions required and set forth in Wyoming State Statute § 15-1-402(c) exist and the required procedures for the annexation of the area have been met. An annexation report was prepared pursuant to Wyoming State Statute § 15-1-402(c) and was disseminated to affected landowners and utility companies according to Wyoming Law.
7. Legal notice specifying the date, time, and place for a public hearing to determine whether or not the proposed annexation complies with Wyoming State Statute §15-1-402 was published in the Casper Star-Tribune twice, at least fifteen (15) days prior to the public hearing, and notice was given as provided by Wyoming State Statute § 15-1-405.

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

ORDINANCE NO. 16-22

AN ORDINANCE APPROVING THE ANNEXATION OF 2.0-ACRES DESCRIBED AS TRACT 8, DOWLER NO. 2 ADDITION, ESTABLISHING THE ZONING OF SAID PARCEL AS C-2 (GENERAL BUSINESS), AND REZONING 8.2-ACRES DESCRIBED AS THE PARADISE ACRES ADDITION TO C-2 (GENERAL BUSINESS)

WHEREAS, Paradise Valley Christian Church has applied to annex 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition; and,

WHEREAS, the applicant has applied to zone Tract 8, Dowler No. 2 Addition as C-2 (General Business); and,

WHEREAS, the applicant has also applied to rezone 8.2-acres of property located at 3041 Paradise Drive, described as the Paradise Acres Addition, as C-2 (General Business); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning, as requested, following a public hearing on August 18, 2022.

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

SECTION 1:

The annexation of 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition, is hereby approved, said property is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The 2.0 acres described as Tract 8, Dowler Addition No. 2 is hereby zoned C-2 (General Business).

SECTION 3:

The 8.2-acres described as the Paradise Acres Addition is hereby rezoned from PUD (Planned Unit Development) to C-2 (General Business).

SECTION 4:

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

SECTION 5:

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

PASSED on 1st reading the 20<sup>th</sup> day of Sept., 2022.

PASSED on 2nd reading the 4<sup>th</sup> day of October, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

*Wallie Tremel*

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

October 3, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Professional Services Contract with Civil Engineering Professionals, Inc. in the amount of \$12,400 per year for three years, for a total amount of \$37,200, for ongoing water system updates and modeling for the City of Casper, Project No. 19-013.

Meeting Type & Date

Regular Council Meeting  
October 18, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Professional Services Contract with Civil Engineering Professionals, Inc., (CEPI) for ongoing water system updates and modeling in the amount of \$12,400.00 per year for three years, for a total amount of \$37,200.

Summary

CEPI has completed the 2020 Water System Master Plan to determine future sizing and locations of new and/or modified water storage tanks, booster stations, and water transmission lines throughout the City of Casper. In the past, the City of Casper has only required that the water system model be updated during master plan updates, which had not allowed for intermittent evaluations of the system or frequent model updates. In order to maintain the water system model in a more current condition, regular updates are needed.

CEPI has performed the updates on the City of Casper water model for several decades. After completion of the 2020 Water Master Plan, City Engineering Staff requested a proposal from CEPI for ongoing water system updates and modeling. The proposal includes the following tasks:

- 1) Water System Component Updates – Every Year (\$5,000 each)
- 2) Water System Demand Updates – 2022 and 2024 (\$3,000 each)
- 3) Major Water System Improvements Updates – Every Year (\$1,500 each)
- 4) Hydraulic Modeling – Every Year (\$3,900 each)

The grand total estimated amount for the three-year (3-year) scope of work is \$37,200, or \$12,400 per year. City Staff has reviewed the CEPI proposal and recommends approval.

Financial Considerations

The City's funding for this project will come from Water Distribution Operational Funds.

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 1<sup>st</sup> day of November, 2022, by and between the following parties:

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

2. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609 ("Consultant").

Throughout this document, the City and the Consultant may be collectively referred to as the "parties."

### RECITALS

A. The City is undertaking a project to secure ongoing water system modeling services.

B. The project requires professional services for specialized water system modeling and calculations to evaluate existing conditions and future expansion.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project: See the attached Exhibit "A" (Proposal to Maintain and Update the City of Casper Hydraulic Water Model), which is attached hereto and made a part of this Agreement.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June 2025.

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 Thirty-Seven Thousand Two Hundred Dollars per year (\$37,200).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM





ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONSULTANT  
Civil Engineering Professionals, Inc.  
6080 Enterprise Drive  
Casper, WY 82601

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.



October 19, 2022

Scott Baxter, P.E., Associate Engineer  
City of Casper – Engineering Services  
200 N. David Street  
Casper, Wyoming 82601

RE: Proposal to Maintain and Update the City of Casper Hydraulic Water Model

Dear Mr. Baxter:

I appreciate the opportunity to submit this proposal to work with you on maintaining and updating the City of Casper Hydraulic Water Model. The following is a breakdown of our scope of work and anticipated fees for this project:

As part of the recent Casper Water System Master Plan, CEPI developed a hydraulic water model that includes all of the City of Casper water mains, water storage tanks, and pump stations in the water distribution system. The hydraulic water model also includes the Central Wyoming Regional Water System water mains, water storage tanks, and pump stations.

**Task No. 1 – Water System Components Updates**

CEPI proposes to update the City of Casper hydraulic water model system components (water mains, pump stations, water storage tanks, water sources, reservoirs, etc.) on an annual basis. Additional updates may be necessary depending on the number and magnitude of improvements through the year. On or before December 20<sup>th</sup>, beginning in 2022, City personnel shall email/deliver to CEPI all of the record drawings to be incorporated into the hydraulic model from the previous construction season. CEPI will incorporate the construction season water system improvements into the hydraulic water model. CEPI shall have the updates complete by March 1<sup>st</sup>, beginning in 2023, (approximately 2 months after receiving data). Water demands would be estimated for new developments based upon the recommendations outlined in the Casper Master Plan.

CEPI estimates that it will take approximately 50 hours per year to complete Task No. 1 – Water System Components Updates (\$5,000/year at a rate of \$100/hr). This task will likely include a consistent number of public projects completed from year to year, but the number of private development projects may fluctuate greatly.

**Task No. 2 – Water System Demands Updates**

CEPI proposes to update the City of Casper water system demands on a biennial basis (every other year). On or before December 20<sup>th</sup>, beginning in 2022 (and continuing every other year), City personnel shall email/deliver the City of Casper individual billing records (billing record names to be omitted) for the months of

January and August of that year in an excel spreadsheet. On or before January 15<sup>th</sup> beginning in 2023, (every other year), City personnel shall email/deliver the CWRWS annual system wide meter records for the previous 3-years. CEPI and the City shall coordinate the format for the billing records and meter records. CEPI will link the billing record data with the hydraulic water model and update the demands in the hydraulic water model. CEPI shall have the updates complete by March 15<sup>th</sup>, beginning in 2023 (approximately 2 months after receiving the data).

CEPI estimates that it will take approximately 30 hours per occurrence to complete Task No. 2 – Water System Demands Updates (\$3,000/occurrence at a rate of \$100/hr). This task includes a consistent scope of work and it will occur on a biennial basis (every other year).

### **Task No. 3 – Major Water System Improvements Updates**

CEPI proposes to complete additional model updates for major system improvements throughout the year as necessary. The City of Casper may request a major system improvement update to the model at any time throughout the year. CEPI will complete the update within 2-months of receiving all of the necessary data from the City of Casper. Major system improvements will be limited to improvements which include transmission mains (12-inch diameter and larger), pump stations, water storage tanks, and pressure zones.

CEPI estimates that it will take approximately 15 hours per year to complete Task No. 3 – Major Water System Improvements Updates (\$1,500/year at a rate of \$100/hr). This task will include a minimal number of select projects completed from year to year.

### **Task No. 4 – Hydraulic Modeling for the City of Casper**

CEPI proposes to be on call throughout the year to complete different hydraulic water modeling scenarios for the City of Casper for design purposes and/or DEQ permitting assistance. The magnitude of the modeling scenarios will dictate the timeframe of the modeling; however, the majority of the modeling scenarios are anticipated to be complete within two weeks of CEPI acquiring all of the necessary data.

CEPI estimates that it will take approximately 30 hours per year to complete Task No. 4 – Hydraulic Modeling for the City of Casper (\$3,900/year at a rate of \$130/hr). This task will likely include a consistent scope of work from year to year.

### **Hydraulic Modeling for other Consultants**

CEPI proposes to be on call throughout the year to complete different hydraulic water modeling scenarios for other Consultants for design purposes and/or DEQ permitting assistance. The magnitude of the modeling scenarios will dictate the timeframe of the modeling; however, the majority of the modeling scenarios are



anticipated to be complete within two weeks of CEPI acquiring all of the necessary data. CEPI will contract directly with the other Consultant for this work. Additionally, CEPI will share the hydraulic water model with other consultants with City approval.

**Fee Schedule**

CEPI is proposing to perform the maintenance and modeling services for the City of Casper at a reduced fee. CEPI takes pride in the hydraulic water models that we develop, and we are committed to ensuring that the integrity of the hydraulic water model is maintained. The hydraulic water model is a valuable resource for the City of Casper and for this community. CEPI proposes to complete this work on an hourly rate basis (hourly rate includes all fees). It will include one fee for the hydraulic model updates, and a separate fee for hydraulic modeling scenarios and analysis. The following provides the proposed fees for this work:

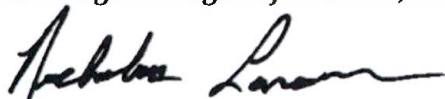
- Hydraulic Model Updates (System Components/Demands)..... \$100/hr
- Hydraulic Modeling Scenarios/Analysis..... \$130/hr

CEPI is proposing a 3-year contract.

If you have any questions regarding this proposal, please feel free to contact me.

Thank you for your consideration in this proposal. We look forward to continuing to work with you on the City's hydraulic water model.

Sincerely,  
*Civil Engineering Professionals, Inc.*



Nicholas Larsen, PE





Water Distribution System – Hydraulic Water Modeling  
Projected Schedule of Tasks and Billing

\$5,000 – Task No. 1 – Work completed by March 1, 2023

\$3,000 – Task No. 2 – Work completed by March 15, 2023

\$1,500 – Task No. 3 – Work completed by June 30, 2023

\$3,900 – Task No. 4 – Work completed by June 30, 2023

\$5,000 – Task No. 1 – Work completed by March 1, 2024

\$0 – Task No. 2 – OFF YEAR for this task through March 15, 2024

\$1,500 – Task No. 3 – Work completed by June 30, 2024

\$3,900 – Task No. 4 – Work completed by June 30, 2024

\$5,000 – Task No. 1 – Work completed by March 1, 2025

\$3,000 – Task No. 2 – Work completed by March 15, 2025

\$1,500 – Task No. 3 – Work completed by June 30, 2025

\$3,900 – Task No. 4 – Work completed by June 30, 2025

\$37,200 – GRAND TOTAL Projected Billing for 3-Year Contract

RESOLUTION NO. 22-191

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE WATER SYSTEM UPDATES AND MODELING PROJECT.

WHEREAS, the City of Casper desires to secure a consulting firm specializing in water system modeling; and,


WHEREAS, Civil Engineering Professionals, Inc., is ready, willing and able to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Civil Engineering Professionals, Inc., for the services more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Contract, for a total amount not to exceed Thirty-Seven Thousand Two Hundred Dollars (\$37,200).

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

October 11, 2022

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

**FROM:** Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

**SUBJECT:** Authorizing an Agreement with HDR Engineering, Inc. for Water Rights/Water Supply Studies, Tasks, and Activities in an amount not to exceed \$75,000.

**Meeting Type & Date**

Regular Council Meeting  
November 1, 2022

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a contract with HDR Engineering, Inc., Cheyenne, Wyoming, for ongoing studies, tasks, and activities concerning water rights and water supply activities, in an amount not to exceed \$75,000.

**Summary**

Since 2002, several contracts have been consummated with HDR Engineering, Inc. or its predecessor for water rights/water supply related services. The latest contract was consummated in 2021. The 2021 contract monies are depleted and a new contract is needed. Water rights/supply activities are highly complex, very time consuming, and require outside expertise. Key personnel from HDR will be working with City of Casper staff on water rights/water supply issues.

The Scope of Services for this latest contract includes:

- Assist the City during contract negotiations with the Bureau of Reclamation for a new water agreement to replace the expiring Tri-Party CAID agreement (40-year agreement expires in 2022).
- Finalize the exchange petition with the State Engineer's Office to expand the beneficial use of the Upper Rock Creek Reservoir water right during periods of water rights administration.
- Continue to advise, assist, and track the City's reporting of the active beneficial use of the City's owned and leased water rights within the City's monthly reports to the State Engineer's Office.
- Continued evaluation of water supply assessment options.
- Continue to advise and assist the City on temporary water leasing agreements.

**Financial Considerations**

Funding for this contract will come from Water Fund Reserves allocated in the FY23 Water Distribution budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Professional Services Agreement with Exhibits “A” and “B” attached



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 01 day of November, 2022, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. HDR Engineering, Inc., 7350 Stockman, Suite A, Cheyenne, Wyoming 82009 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is undertaking continuing water supply and water rights studies.
- B. The project requires professional services for various ongoing studies, tasks, and activities regarding water rights and water supplies.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following scope of work described in Exhibit “A” (the “Project”), which is attached hereto and hereby made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Consultant are to commence upon written notice to proceed from the City. Components of the Project shall be undertaken and completed within a period which may reasonably be required for the tasks. This is an ongoing Professional Services Contract for water rights and water supply studies, tasks, and activities.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with Exhibit "B", which is attached hereto and hereby made a part of this Contract, for services performed in accordance with Paragraph 1, not to exceed an amount of Seventy-Five Thousand Dollars (\$75,000) which covers the Consultant's hourly rates used as a basis for payment which means salaries and wages (basic and incentive) paid to all Consultant's personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay, and other group benefits, whenever applicable. Reimbursable expenses shall be those expenses not herein defined as part of the hourly rate and which are reasonably incurred by the Consultant in the performance of this Contract.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter Thomsen

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
HDR Engineering, Inc.

By: DocuSigned by:  
Elizabeth Coday  
4E8837654E4E48D...

By: DocuSigned by:  
Jason L. Kjenstad  
7641B5538D3A48A...

Printed Name: Elizabeth Coday

Printed Name: Jason L. Kjenstad

Title: Office Manager

Title: Vice President

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due 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. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

16. 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”

City of Casper  
Public Services Department – Utilities Division

### Scope of Work

#### **Task 1.0 Administration and Expenses**

HDR’s project administration and expense tasks include direct expenses, travel expenses, project management, quality control, tracking, and invoicing.

##### **Assumptions:**

- (1) HDR’s travel expenses anticipate up to 5 meetings to be held with the City of Casper. Under Task 2.0 the anticipated location of the meetings with Reclamation is Casper or Billings, Montana.
- (2) When feasible, meetings will be held virtually via online conference calls.

#### **Task 2.0 General Water Right Support Activities**

HDR will support the City in performing various tasks related to general activities supporting water use strategies and water right recommendations.

2.1 Advise, assist, and track the City’s reporting of active beneficial use of the City’s owned and leased water rights and water supplies within the City’s monthly reports to the Wyoming State Engineer’s Office (SEO). The City of Casper needs to continue to demonstrate and document the beneficial use of all water rights.

2.2 Each water year, to recommend and provide guidance to optimize the use of the City’s portfolio of water rights to address complementary goals and protective measures which include 1) demonstrating beneficial use, 2) preserving senior rights through beneficial use and to meet the needs of waters rights administration; and, 3) the efficient and conservative use of available direct flow, storage, and leased water supplies.

2.3 Analyze and recommend the methods and procedures for the release, tracking, and accounting of Upper Rock Creek Reservoir storage water. HDR to assist City with coordinating the time-of-travel, conveyance losses, and accounting procedures for water releases. A current proposed recommendation will be accounting for the release of water from the two reservoir outlets. Any changes to SEO’s future water administration methods will require SEO to review proposed procedure and for the City to respond to SEO comments to facilitate the proposed changes.

2.4 Advise and assist with future temporary water leasing agreements and proposals from any entities which want to enter into leasing agreements with the City for acquiring temporary use of the City’s water supplies. In addition to short term agreements, HDR to help advise and assist the City with any long-term proposals for readiness to serve leasing agreements.

2.5 Advise and provide recommendations to the City on any proposals or solicitations from entities marketing water rights and water supplies. Entities may have available direct flow rights or storage water available for purchase or lease. Upon request, HDR will complete water rights due diligence reviews for the prospective water right sales.

##### **Deliverables:**

- (1) When necessary, HDR will have periodic project conference calls/meetings with the City to review general water right activities.
- (2) Future water supply entity proposals may include a long term agreement with the City of Cheyenne for water supply leasing within the North Platte drainage.

- (3) The tasks are expected to include up four in-person meeting and up to four conference calls.
- (4) In addition, tasks will include up to three Memorandums/Briefing Documents summarizing a specific general water rights activity. All Memos to be shared electronically or in hard copy when requested.

### **Task 3.0 Kendrick Project – Proposed Reclamation Water Service Agreement**

HDR is assisting the City with contract negotiations for a new Water Service Agreement with the U.S. Bureau of Reclamation (Reclamation) for up to 7,000 acre feet of Kendrick Project water.

3.1 Assist with meetings and conference calls with Reclamation’s Wyoming Area Office in Mills and SEO.

3.2 HDR recommends actions to address water rights securing approval from SEO to protect the conveyance of storage water from the Alcova Reservoir outlet to the Regional water system intakes.

#### **Deliverables:**

- (1) HDR serving as technical and policy advisor to the City for the ongoing contract negotiations.
- (2) HDR to prepare agendas prior to the meetings and prepare minutes and meeting summaries of discussions.
- (3) HDR to help prepare draft permit application and coordinate with SEO on water right changes or needs.

#### **Assumptions:**

- (1) HDR anticipates some of the discussions between parties may occur virtually via conference calls.
- (2) SEO’s surface water right application process may include specific actions: (i.) completion of secondary water rights application, (ii.) completing permit application maps; and, (iii.) responding to SEO’s comments.
- (3) Mr. Jim Jones with CEPI will assist the City and HDR with completing a draft and necessary update to the application map.

### **Task 4.0 Exchange Petition**

HDR has drafted an exchange petition. The exchange petition addresses operational flexibility for the City’s storage water rights held in Upper Rock Creek Reservoir. The exchange petition allows for flexibility in the timing of the City’s released storage water as a make-up water in the event of “Allocation Year” water rights administration.

4.1 The exchange petition application requires an exchange petition map and a Technical Report. The City has reviewed HDR’s draft exchange petition, petition map, and Technical Report.

4.2 With approval from the City, the draft exchange petition will be submitted to SEO for review.

#### **Deliverables:**

- (1) HDR to assist the City with addressing SEO’s review comments.
- (2) If necessary, up to two meetings will be held with SEO staff.

#### **Assumptions:**

- (1) The timing of the submittal of the draft exchange petition to SEO is affected by the City’s progress in acquiring other water supply sources.
- (2) Mr. Jim Jones with CEPI will assist the City and HDR by completing any edits to the exchange petition map.

## EXHIBIT "B"

**2022 Hourly Billing Rates**

Enclosed are the 2022 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below

Description	Billing Rate/Hour
Managing Principal	\$225
Senior Project Manager	\$215
Project Manager III	\$195
Project Manager II	\$180
Project Manager I	\$165
Engineer VI	\$195
Engineer V	\$180
Engineer IV	\$165
Engineer III	\$145
Engineer II	\$130
Engineer I	\$115
Senior ASME Engineer	\$195
ASME Engineer	\$180
System Integrator Engineer III	\$195
System Integrator Engineer II	\$155
System Integrator Engineer I	\$115
Engineering/Field Services Technician V	\$175
Engineering/Field Services Technician IV	\$155
Engineering/Field Services Technician III	\$125
Engineering/Field Services Technician II	\$105
Engineering/Field Services Technician I	\$95
Cadd/GIS Technician IV	\$135
Cadd/GIS Technician III	\$115
Cadd/GIS Technician II	\$105
Cadd/GIS Technician I	\$95
Right of Way IV	\$195
Right of Way III	\$175
Right of Way II	\$155
Right of Way I	\$120
Right of Way Coordinator	\$95
Environmental Scientist V	\$180
Environmental Scientist IV	\$160

Environmental Scientist III	\$140
Environmental Scientist II	\$125
Environmental Scientist I	\$110
Senior Land Surveyor	\$155
Land Surveyor	\$135
Survey Technician III	\$125
Survey Technician II	\$110
Survey Technician I	\$95
Senior Construction Manager	\$195
Construction Engineer III	\$175
Construction Engineer II	\$155
Construction Engineer I	\$125
Construction Inspector	\$95
Strategic Communications/Graphic Designer IV	\$165
Strategic Communications/Graphic Designer III	\$145
Strategic Communications/Graphic Designer II	\$130
Strategic Communications/Graphic Designer I	\$100
Project Controller	\$95
Project Assistant	\$95
Admin Assistant	\$70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

#### Direct Expenses

Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

#### Printing:

B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

## OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, computer usage, telephone, shipping, and express, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants and subcontractors to cover administrative expenses and vicarious liability. Hourly equipment charges apply to specific equipment used on the project.

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**HDR Engineering  
2023 Hourly Billing Rates**

Enclosed are the 2023 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

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Engineer IV	\$170
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Engineer I	\$120
Senior ASME Engineer	\$195
ASME Engineer	\$180
System Integrator Engineer III	\$195
System Integrator Engineer II	\$155
System Integrator Engineer I	\$115
Engineering/Field Services Technician V	\$175
Engineering/Field Services Technician IV	\$160
Engineering/Field Services Technician III	\$135
Engineering/Field Services Technician II	\$115
Engineering/Field Services Technician I	\$105
Cadd/GIS Technician V	\$155
Cadd/GIS Technician IV	\$135
Cadd/GIS Technician III	\$115
Cadd/GIS Technician II	\$105
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Right of Way Coordinator	\$95
Environmental Scientist V	\$180
Environmental Scientist IV	\$160



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Environmental Scientist II	\$125
<u>Environmental Scientist I</u>	<u>\$110</u>
Senior Land Surveyor	\$155
Land Surveyor	\$135
Survey Technician III	\$125
Survey Technician II	\$110
<u>Survey Technician I</u>	<u>\$95</u>
Senior Construction Manager	\$195
Construction Manager	\$185
Construction Engineer III	\$175
Construction Engineer II	\$160
Construction Engineer I	\$135
<u>Construction Inspector</u>	<u>\$105</u>
Strategic Communications/Graphic Designer IV	\$165
Strategic Communications/Graphic Designer III	\$145
Strategic Communications/Graphic Designer II	\$130
<u>Strategic Communications/Graphic Designer I</u>	<u>\$100</u>
Project Controller	\$95
Project Assistant	\$95
Admin Assistant	\$70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

#### **Direct Expenses**

Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Mileage	\$0.75 per mile

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Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

**OTHER REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

RESOLUTION NO. 22-192

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

WHEREAS, the City of Casper desires to procure professional services for various on-going studies, tasks, and activities concerning water rights and water supply activities; and,

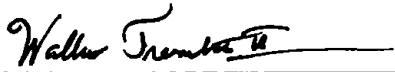
WHEREAS, HDR Engineering, Inc., is able and willing to provide such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with HDR Engineering, Inc., in the amount not to exceed Seventy-Five Thousand Dollars (\$75,000) for ongoing studies, tasks, and activities concerning water rights and water supply activities.

BE IT FURTHER RESOLVED: That the City Manager is authorized to make verified partial payments throughout the project retaining those amounts prescribed by the Agreement equal to a total amount not to exceed Seventy-Five Thousand Dollars (\$75,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

October 17, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Bruce Martin, Public Utilities Manager

SUBJECT: Authorizing a Contract for Outside-City Water and Sewer Service with Meador Environmental Consulting, LLC.

**Meeting Type & Date**

Regular Council Meeting  
November 1, 2022

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize a Contract for Outside-City Water and Sewer Service with Meador Environmental Consulting, LLC.

**Summary**

This contract provides Outside-City water and sewer service for Lot 17 and 18 of the Air-Rail Industrial Park. This parcel of land is located between Casper and the Natrona County International Airport, north of US 20/26 in the Air-Rail Industrial Park. The City owns, operates, and maintains the water and sewer mains in Pyrite Road to which the Owner would connect.

This property is not contiguous to the Casper City limits and a Commitment to Annex has been signed as it is within Casper's growth boundary. The Public Utilities Advisory Board conceptually approved the contract at its August 24, 2022 meeting and have recommended Council approval.

**Financial Considerations**

No financial considerations

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution  
Agreement  
Commitment to Annex

## CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE

THIS AGREEMENT is made, dated, and signed this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Casper, Wyoming, a municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “City”, and Meador Environmental Consulting, LLC, 598 Big Meadow Road, Austin, Texas 78737-4661; hereinafter referred to as “Owner.”

### RECITALS

- A. Owner is the owner of certain land as described in Exhibit “A” (attached hereto and made a part of this Agreement) being Lot 17 and 18 of the Air-Rail Industrial Park Addition, being located in the SE1/4SE1/4 Section 29 and the E1/2NE1/4 Section 34, Township 33 North, Range 80 West of the 6th P.M., in Natrona County, Wyoming, with an address of 2199 Pyrite Road, Casper, Wyoming 82604, which is not within the corporate limits of the City of Casper; and,
- B. Owner desires to upsize the current domestic water connection serving Lot 17, obtain a fire service line for Lot 17, obtain sewer service for Lot 17, and obtain water and sewer service from the City for Lot 18 as described in Exhibit “A”; and,
- C. Owner can connect by a service lines into the 8-inch City owned water main located in Pyrite Road and a 15-inch City owned sewer main located adjacent to the property; and,
- D. A sanitary sewer main owned and operated by the City is within three hundred feet (300’) of the property; and,
- E. Owner and City have agreed to such outside-city water and sewer service under the terms and conditions of this Agreement.

NOW THEREFORE, it is hereby agreed among the parties as follows:

1. Service
  - a. The property served shall be limited to that described in Exhibit “A.” No other properties shall be served without the express permission of the City Council of the City of Casper.
  - b. Water and Sewer Services shall be as follows:
    - i. Lot 17:
      - 2-inch Domestic Water Service
      - 6-inch Fire Line
      - 4-inch Sewer Service
    - ii. Lot 18:
      - 1-inch Domestic Water Service
      - 4-inch Sewer Service

No other properties may be served from these connections.

- c. The City will install water or sewer service taps to connect to the existing water and sewer mains at the request of the Owners, in accordance with the then-prevailing costs and procedures, and in accordance with the then-existing City standards and specifications.
- d. The Owner shall be responsible for obtaining easements from other property owners for their water and/or sewer service lines as needed at its sole cost and expense.
- e. The Owner shall install water service lines, generally the same size as the water meter, from each of the buildings to be served to the curb box located at the property line at the Owner's sole cost and expense.
- f. Owner must permit the fire service line through Natrona County and the Wyoming Department of Environmental Quality.
- g. The existing water service for Lot 17 must be abandoned at the Owners sole cost and expense.

2. Right of Inspection

- a. The City shall have the right to inspect all water and sewer system construction. All water and sewer system construction must meet City requirements. Before connection of the services to any building, all work must be accepted and approved by the City.
- b. The curb box for the water service lines shall be protected during the subsequent course of developing the property from damage, and the Owner shall be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade.

3. Charges for Service

- a. All meter pits, vaults, and water meters, as required by the City's staff, shall be obtained and installed by and at the Owner's sole cost and expense according to the rules and regulations of the City. The meter pit or vault shall remain the property of the Owner and be located on the property lines.
- b. The Owner will pay to the City the then-current outside-City system investment charge for each connection to be served with water and sewer. The Owner shall also pay to the Central Wyoming Regional Water System Joint Powers Board, the then-current Regional Water System investment charge for each connection to be

served with water. Payment will be made prior to actual receipt of water and sewer service provided by the City.

- c. The charge for water and sewer service provided shall be at the City's existing rate as the same shall apply from time to time for all retail outside-City water and sewer service, until such time as said property is annexed into the City of Casper. After annexation, the rates will be the existing rates for retail inside-City water and sewer service.

#### 4. Regulation

- a. Water service to be provided shall be only to the extent provided for herein and to the extent that said water service is available and above that which is necessary to satisfy the needs of the incorporated area of the City of Casper. In times of drought, extreme demand, or facility failure, water service may not be available.
- b. Owner shall make the necessary provisions so that each building to be served shall have a pressure reducing valve limiting pressure to a maximum of 60 psi, and shall encourage all residents to adhere to the following water saving device recommendations: toilets with a maximum flush of 3 1/3 gallons; aerators which provide for a maximum flow of 1 gpm on all bathroom sinks; and water saving shower heads to limit flow to a maximum 3.0 gpm.
- c. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; all other state and federal laws, rules, and regulations including, but not limited, to all provisions of the Federal Pretreatment Regulations (40CFR, Part 403), and all City ordinances relating to industrial pretreatment.

#### 5. Construction Term

The Owner shall be allowed two (2) years from the date of this Agreement to complete the water and sewer service line construction and necessary improvements as set forth herein. Should the construction not be completed within this time period, this Agreement shall automatically become null and void.

#### 6. Annexation

- a. The Owner hereby agrees to annex its property to the City upon the request of the City Council, or upon a property owner's petition for the annexation thereof. The Owner and its mortgagee(s) shall execute a commitment to annex its property to the City of Casper on a form acceptable to the City of Casper. The commitment to annex form shall be executed concurrently with this Agreement. It shall provide that the commitment to annex shall be binding upon the Owner and its mortgagee(s), their heirs, successors, and assigns forever, and shall be included in

every sale, conveyance or mortgage involving the above-described property. It shall further run with and bind the real property described and set forth in Exhibit "A." This Agreement shall terminate, and be null and void between the parties, and the City shall have the right to terminate all services provided under this Agreement if the Owner fails to annex its property to the City within one (1) year after being requested to do so by the City Council, or within (1) year after the City Council's approval of a property owner's petition for the annexation thereof.

- b. Upon annexation and thereafter, Outside Property Owners shall dedicate all rights of way and easements deemed necessary to the City, all in a form acceptable to the City and meeting Casper Municipal Code requirements.
- c. Upon annexation and thereafter, Outside Property Owners, at their sole cost and expense, shall plat any unplatted property in accordance with requirements set forth in the Casper Municipal Code.
- d. Upon annexation and thereafter, Outside Property Owners shall agree to waive any statutory right to oppose City zoning requirements or designations as set forth in the Casper Municipal Code.

7. Future Improvements

- a. The Owner agrees to participate in future water system, sewer system, street improvements, sidewalk improvements, street lighting improvements, and other needed municipal improvements on Pyrite Road at the request of the City Council of Casper. The participation may be with the City of Casper, an Improvement and Service District, a Water and Sewer District, or a private developer.
- b. Future design and construction costs include, but are not limited to, planning, design, construction, land acquisition, financing, and legal.
- c. The Owner agrees to and hereby waives any statutory right to protest the commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other needed municipal system improvements. The Owner further agrees to and hereby waives any statutory right to protest the creation of a Local Assessment District, an Improvement and Service District, or a Water and Sewer District established for the purpose of street, sidewalk, street lighting, or other needed municipal improvements which would encompass his property.
- d. This commitment to participate in future water system, sewer system, street, sidewalk, street lighting, or other municipal improvement design and construction shall be included in every sale, conveyance, or mortgage involving the above described property and shall be binding upon the current owners and mortgagees, and all heirs, successors in interest and assigns. This commitment shall be binding upon and run with the land set forth herein.



- e. Needed water and sewer main extensions/improvements including, but not limited to, planning, design, land acquisition, and construction are the responsibility of the Outside Property Owner. Water and sewer main extensions must extend to and through the property. Water and sewer service lines must not extend in rights of way beyond the property line without approval of the City Engineer. Outside Property Owners are responsible for the costs associated with the extensions/improvements.

8. Discontinuance of Utility Services/Remedies

- a. A utility service provided under this Agreement may be discontinued in accordance with Casper Municipal Code Section 13.03.070, or for any material breach of this Agreement by the Owner.
- b. The remedies in this section are in addition to any other remedies in this Agreement, or which the City may otherwise have at law or equity, and are not a limitation on the same. The Owner further agrees to pay all reasonable attorneys' fees, court costs, and litigation costs if the City must enforce the provisions of this Agreement in a court of law.

9. General Provisions

- a. Successors, Assigns and Recording: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property as set forth in Exhibit "A" attached hereto, and shall be recorded in the Natrona County real estate records by the City at the Owner's sole cost and expense. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.

- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- h. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to the misconduct by the Party seeking such compensation.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Owner Info  
 James E. Meador, Jr.  
 Meador Environmental Consulting, LLC  
 PO Box 50430  
 Casper, WY 82605

City of Casper  
 Attn: Public Services Director  
 200 North David  
 Casper, WY 82601

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- k. Survival: All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion and acceptance of the services and termination or completion of the Agreement.
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

[The rest of this page is intentionally left blank]

EXECUTED the day and year first above written.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS:

[Signature]

OWNER:  
Meador Environmental Consulting, LLC

[Signature]  
James E. Meador, Jr.  
Managing Member

The undersigned mortgagee for James E. Meador, Jr., Meador Environmental Consulting, LLC hereby agrees to, consents, and ratifies this agreement.

10/13/22  
Date

Hilltop National Bank  
MORTGAGEE

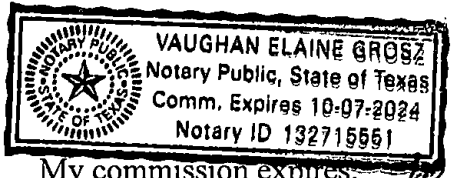
By: Robert M. Cerkovnik  
ROBERT M. CERKOVNIK

Printed Name: ~~Randy Buffington~~

Title: <sup>SR</sup> Vice President

STATE OF Texas )  
 ) ss.  
COUNTY OF Hays )

This instrument was acknowledged before me this 10 day of October, 2022,  
by James E. Meador, Jr. as Managing Member of Meador Environmental Consulting, LLC.

(seal) 

[Signature]  
NOTARY PUBLIC

My commission expires: 10-7-24

STATE OF Wyoming )  
 ) ss.  
COUNTY OF Natrona )

This instrument was acknowledged before me this 13 day of October, 2022, by  
~~Randy Buffington~~  
Senior  
Robert M. Cerkovnik as the Vice President of Hilltop National Bank, the Mortgagee.

(seal) 

[Signature]  
NOTARY PUBLIC

My commission expires: September 6, 2023

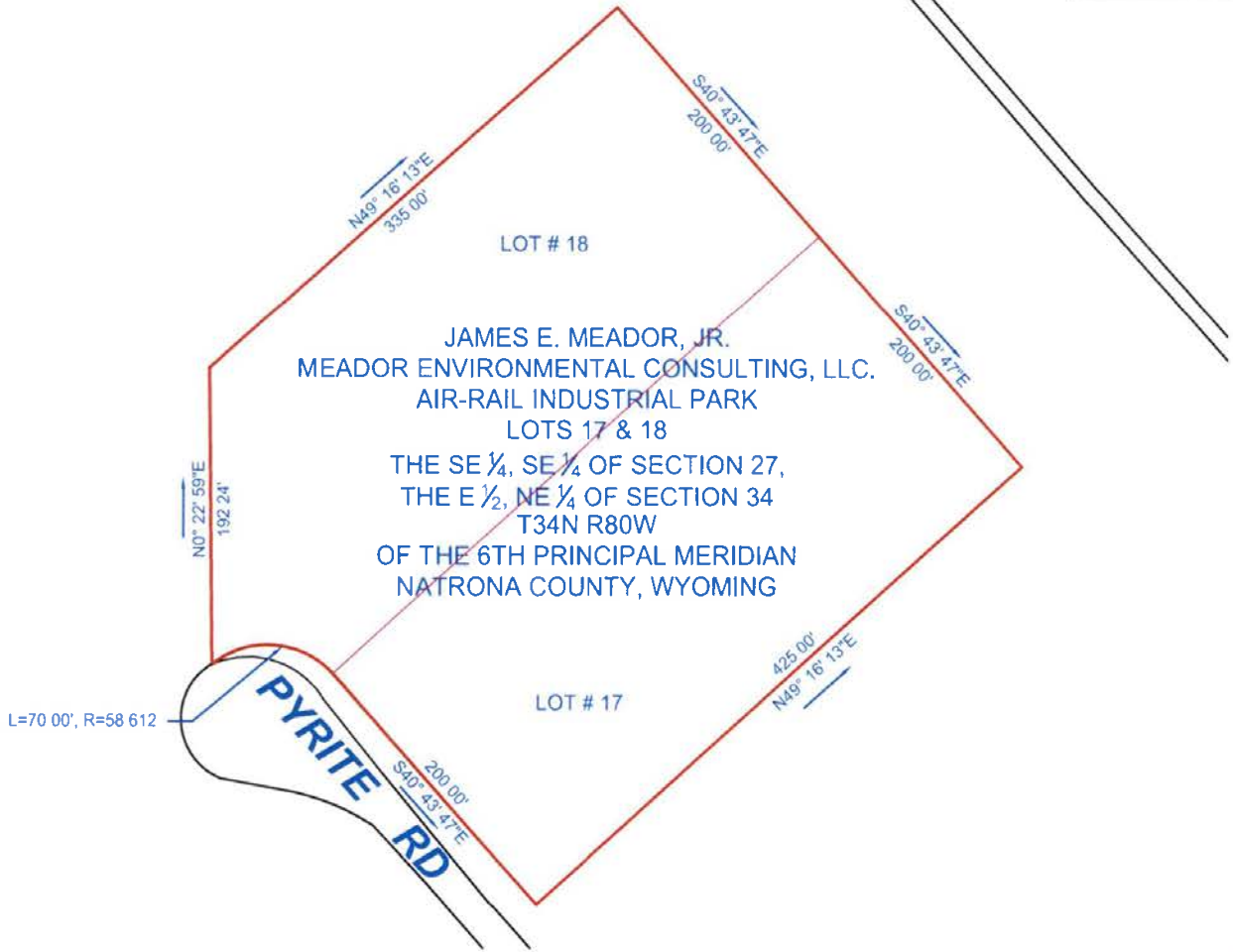
STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Ray Pacheco as Mayor of City of Casper, Wyoming, a Wyoming municipal corporation.

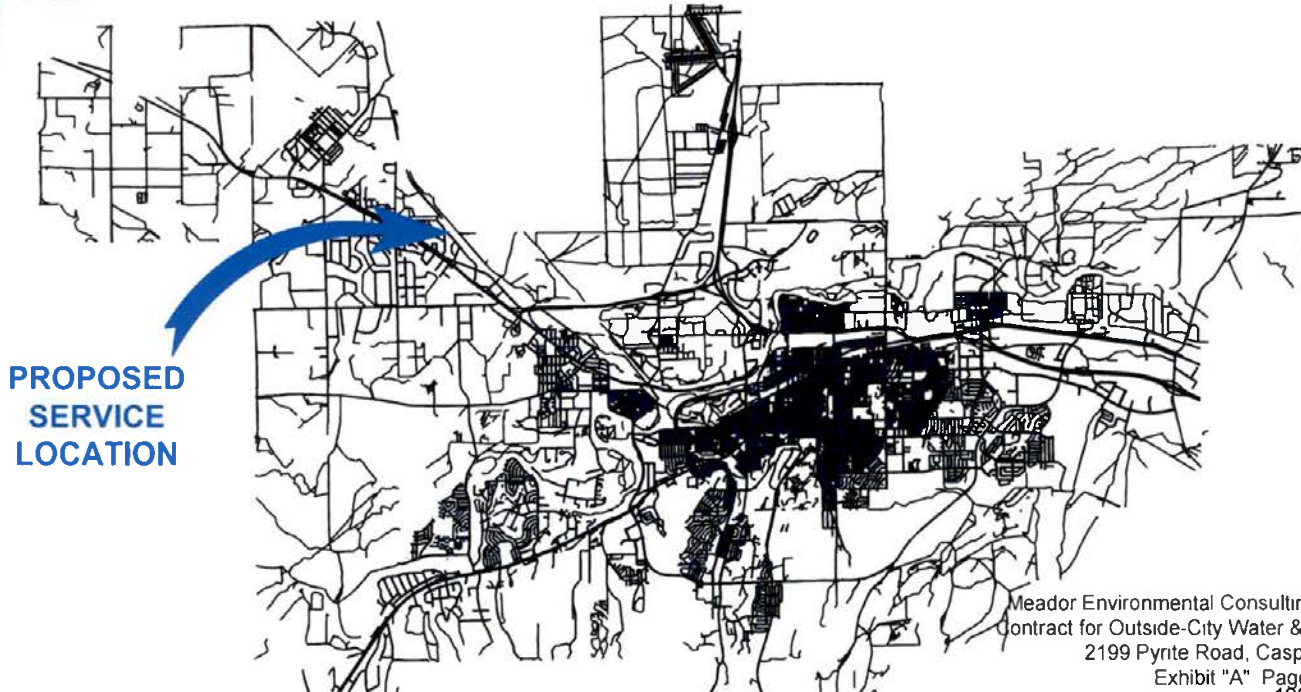
(seal) \_\_\_\_\_  
NOTARY PUBLIC

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

# LOCATION MAP EXHIBIT "A"



# VICINITY MAP







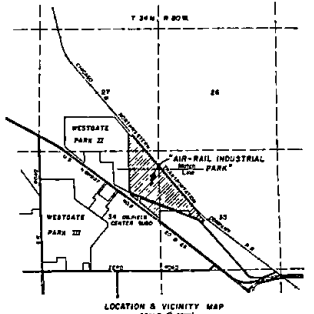
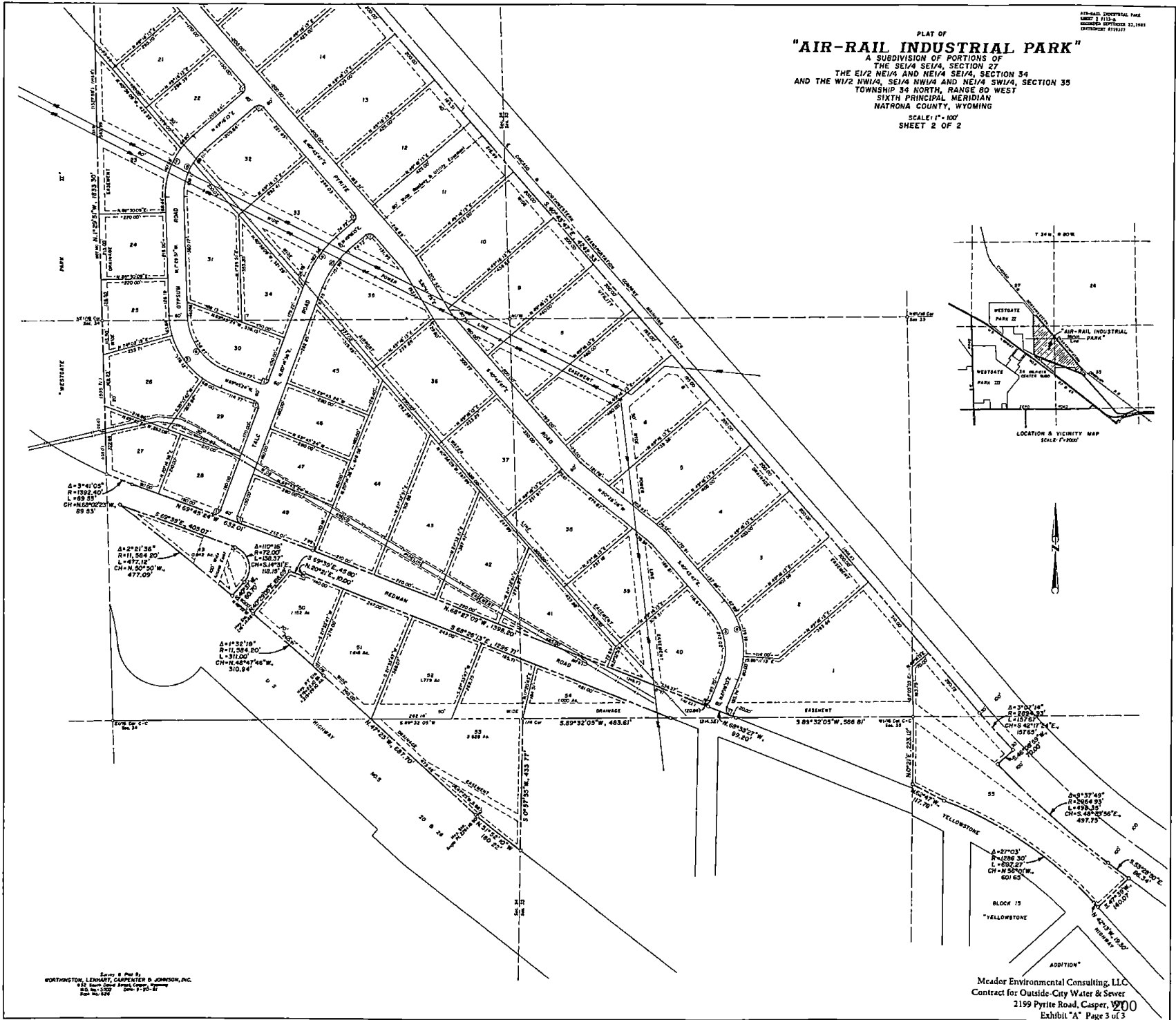
PROXIMITY  
U.S.A. DESIGN PATENT #132149-979  
CANADIAN PATENT 1045728-979

1877  
INDUSTRIAL SYSTEMS  
HOUSTON, TEXAS, U.S.A.

11114-101-011 INDUSTRIAL PARK  
Sheet 1

AIR-RAIL INDUSTRIAL PARK  
SHEET 2 OF 2  
TOWNSHIP 34 NORTH, RANGE 80 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
DATE: 07/12/2011  
DRAWN BY: J110233

**"AIR-RAIL INDUSTRIAL PARK"**  
A SUBDIVISION OF PORTIONS OF  
THE SE1/4 SE1/4, SECTION 27  
THE E1/2 NE1/4 AND NE1/4 SE1/4, SECTION 34  
AND THE W1/2 NW1/4, SE1/4 NW1/4 AND NE1/4 SW1/4, SECTION 35  
TOWNSHIP 34 NORTH, RANGE 80 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
SCALE: 1" = 100'  
SHEET 2 OF 2



Surveyed & Plotted By:  
WORTHINGTON, LEHART, CARPENTER & JOHNSON, P.C.  
132 South Canal Street, Casper, Wyoming  
80101-1502 Phone: 337-20-21  
Fax: 337-20-182

Meador Environmental Consulting, LLC  
Contract for Outside-City Water & Sewer  
2199 Pyrite Road, Casper, WY 82501  
Exhibit "A" Page 3 of 3



**COMMITMENT TO ANNEX TO THE CITY OF CASPER, WYOMING**  
(Individual Form)

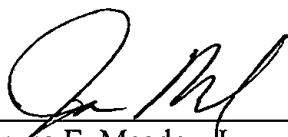
I, James E. Meador, Jr. and Hilltop National Bank, respectively the owner(s) and mortgagee of the following described real estate located in Natrona County, to-wit:

**JAMES E. MEADOR, JR., MEADOR ENVIRONMENTAL CONSULTING, LLC  
LOT 17 AND 18 OF THE AIR-RAIL INDUSTRIAL PARK ADDITION  
CASPER, WYOMING, NATRONA COUNTY  
PROPERTY AS DESCRIBED IN EXHIBIT "A" (attached hereto and made a part  
of this agreement)**

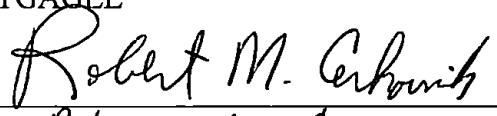
for valuable consideration, the receipt of which is hereby acknowledged, agree and commit to the annexation of the above-described property to the City of Casper, Wyoming at the request of the Casper City Council or on a property owner's petition. The undersigned further waive any statutory or other right to protest any such annexation.

This commitment to annex shall run with and bind the above described real property, and shall be included in every sale, conveyance or mortgage involving the above-described property. This commitment to annex shall be binding upon the Owner(s) and mortgagee, and their heirs, successors, and assigns forever.

10 October 2022  
Date

  
\_\_\_\_\_  
James E. Meador, Jr.  
Managing Member

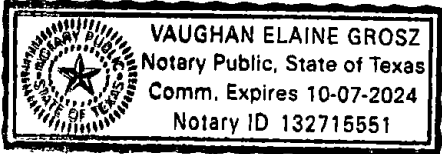
10/13/22  
Date

Hilltop National Bank  
MORTGAGEE  
By:   
Name: ROBERT M. CERKOVNIK  
~~Randy Saffington~~  
Title: Sr. Vice President

STATE OF Texas )  
COUNTY OF Hays ) ss.

This instrument was acknowledged before me this 10 day of October, 2022,  
by James E. Meador, Jr., as Managing Member of Meador Environmental Consulting, LLC.

(seal)

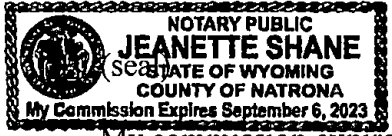


[Signature]  
NOTARY PUBLIC

My commission expires: 10-7-24

STATE OF Wyoming )  
COUNTY OF Natrona ) ss.

This instrument was acknowledged before me this 13 day of October, 2022,  
by ~~Randy Buffington~~ <sup>Senior</sup> as Vice President of Hilltop National Bank, MORTGAGEE.  
Robert M. Cerkovnik

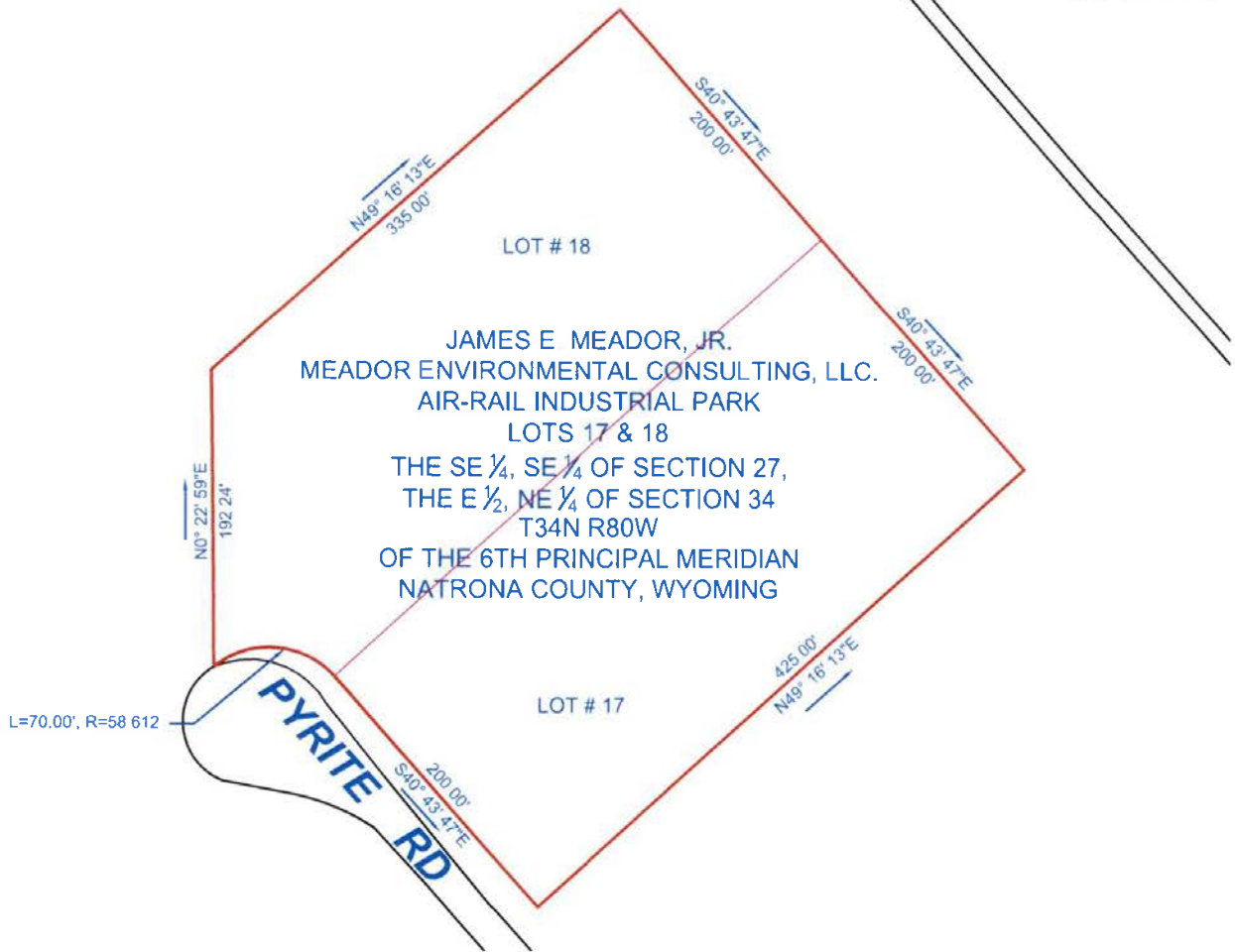


[Signature]  
NOTARY PUBLIC

My commission expires: September 6, 2023

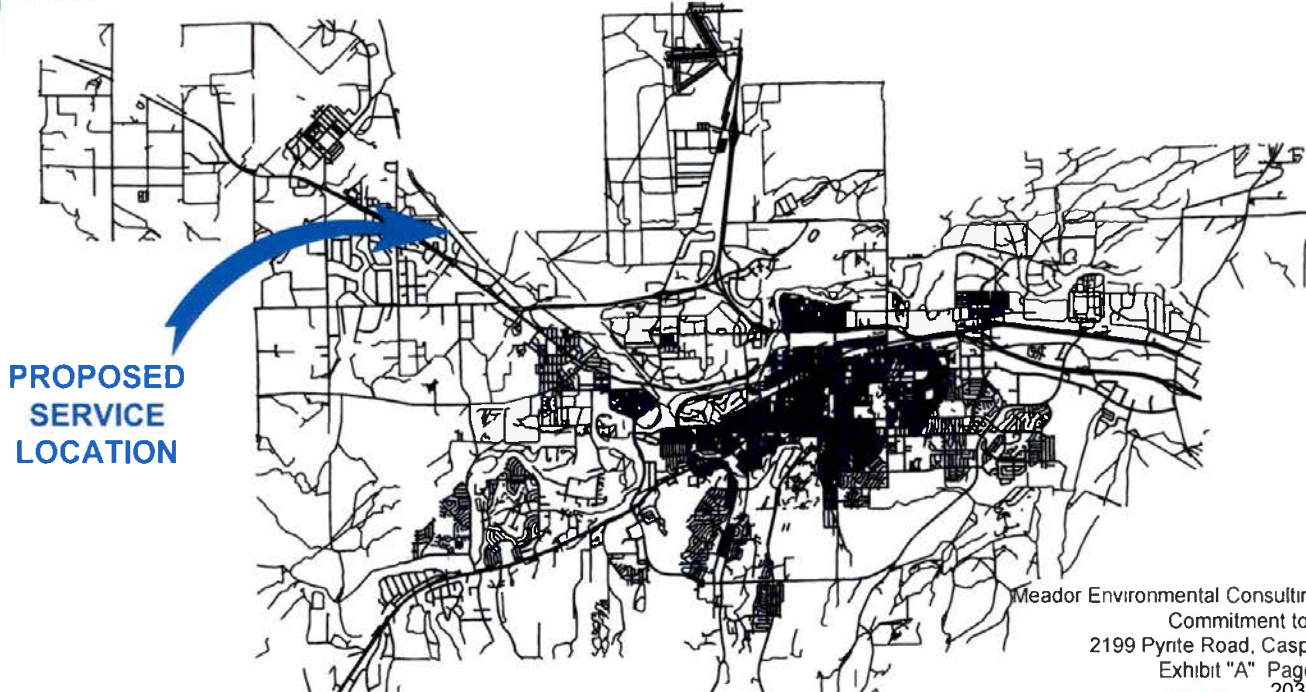
VICINITY MAP  
NOT TO SCALE

# LOCATION MAP EXHIBIT "A"



VICINITY MAP  
NOT TO SCALE

# VICINITY MAP







U.S. DESIGN PATENT 4,328,870  
CANADIAN PATENT 1,265,728/873

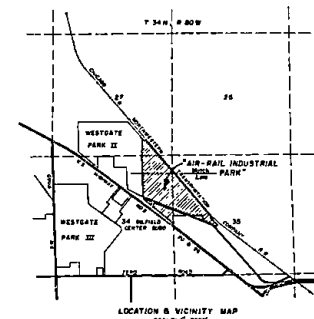
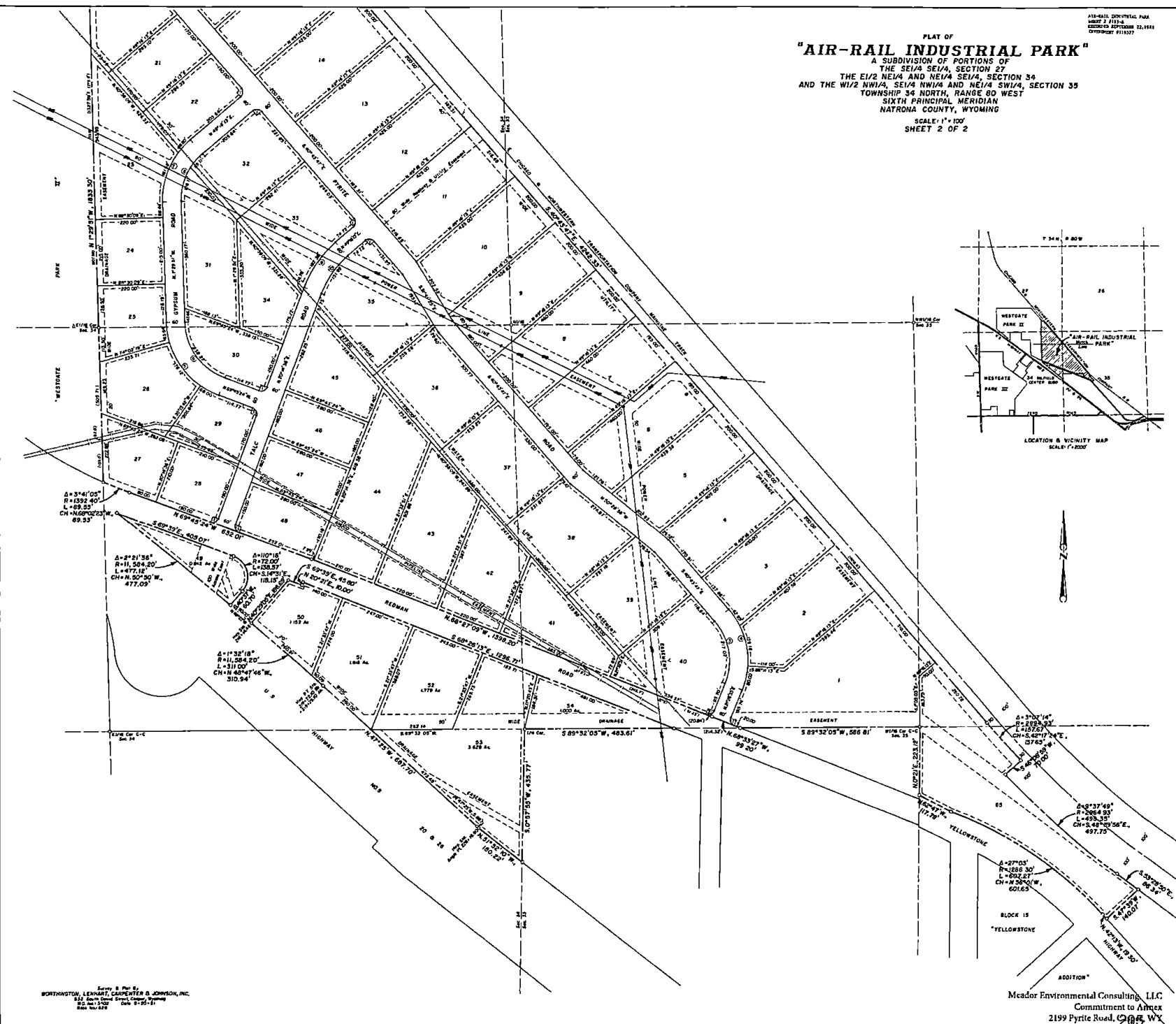
1977

IRON MASON SYSTEMS HOUSTON, TEXAS, U.S.A.

1114 - (March) (revised) Tech. Drawing

414-412, INDUSTRIAL PARK  
SHEET 2 OF 2  
RECORDED SEPTEMBER 22, 1981  
DOCUMENT #11037

PLAT OF  
**"AIR-RAIL INDUSTRIAL PARK"**  
A SUBDIVISION OF PORTIONS OF  
THE SE1/4 SE1/4, SECTION 27  
THE E1/2 NE1/4 AND NE1/4 SE1/4, SECTION 34  
AND THE W1/2 NW1/4, SE1/4 NW1/4 AND NE1/4 SW1/4, SECTION 35  
TOWNSHIP 34 NORTH, RANGE 80 WEST  
SIXTH PRINCIPAL MERIDIAN  
NATRONA COUNTY, WYOMING  
SCALE: 1" = 100'  
SHEET 2 OF 2



Survey & Plat By:  
NORTHINGTON, LEMHART, CARPENTER & JOHNSON, INC.  
512 South Grand Street, Casper, Wyoming  
WYO. REG. NO. 1507    Exp. 9-30-81

Meador Environmental Consulting, L.L.C.  
Commitment to Annex  
2199 Pyrite Road, Casper, WY  
Exhibit "A" Page 3 of 3

RESOLUTION NO. 22-193

A RESOLUTION AUTHORIZING A CONTRACT FOR  
OUTSIDE-CITY WATER AND SEWER SERVICE WITH  
MEADOR ENVIRONMENTAL CONSULTING, LLC.

WHEREAS, James E. Meador, Jr., Meador Environmental Consulting, LLC has requested outside-City water and sewer service from the City of Casper for Lot 17 and 18 of the Air-Rail Industrial Park Addition, 2199 Pyrite Road, Casper, Wyoming 82604; and,

WHEREAS, a contract for providing such water and sewer service has been proposed containing obligations concerning all parties; and,

WHEREAS, such contract is deemed to be in the best interest of the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Outside-City Water and Sewer Service with James E. Meador, Jr., Meador Environmental Consulting, LLC, 598 Big Meadow Road, Austin, Texas 78737-4661.

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

October 13, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., City Engineer  
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with Civil Engineering Professionals, Inc., in the Amount of \$135,000.00, for the Wolf Creek Road Improvements, Project No. 21-066.

**Meeting Type & Date**  
Regular Council Meeting  
November 1, 2022

**Action type**  
Resolution

**Recommendation**

That Council, by resolution, authorize a contract for professional services with Civil Engineering Professionals, Inc. (CEPI), for design, bidding, and construction administration services for the Wolf Creek Road Improvements, Project No. 21-066, in the amount of \$135,000.00.

**Summary**

The Wolf Creek Road Improvements project includes asphalt surfacing improvements, areas of full depth reconstruction of the street section, installation/replacement of deficient sidewalk/curbwalk, curb and gutter, driveway approaches, and ADA accessible ramps at intersections, installation of a groundwater drainage system, and miscellaneous relocation of dry utilities along Wolf Creek Road between West 38<sup>th</sup> Street and CY Avenue.

A request for proposals was sent to qualified consultants to furnish engineering design, bidding, and construction administration services for the project. The City received six (6) proposals from interested consultants. A selection committee consisting of City Staff reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose CEPI based on their interview and team qualifications. CEPI's fee for design, bidding, and construction administration services is \$135,000.

Design and bidding services for the project include subsurface geotechnical investigations, street surfacing design and concrete jointing details, preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include field staking, field observations, attending construction progress meetings, materials testing, record drawings, and review of payment applications. City Staff recommends award of the Contract for Professional Services with CEPI, in the amount of \$135,000.00.

Financial Considerations

Funding will be from the One Cent #16 Optional Sales Tax Fund allocated FY23 Miscellaneous Street Improvements with a \$769,000 Natrona County funding contribution.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Contract for Professional Services



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 1<sup>st</sup> day of November, 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. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming 82609 (“Consultant”)

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a project to construct street improvements on Wolf Creek Road from West 38<sup>th</sup> Street to CY Avenue, identified as the Wolf Creek Road Improvements, Project No. 21-066.

B. The project requires professional services for the design, bidding and construction administration of the work.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed project configuration and layout.
2. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to establish grades needed

to provide positive drainage throughout the corridor.

3. A preliminary Geotechnical Investigation was performed in 2022 and is available upon request. The Consultant shall include and conduct all additional Geotechnical investigations for the permitting, design, and construction of the work.
4. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way, and all details necessary for construction, and other details necessary to insure safe passage for the public.
5. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2020 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the project. The project will be designed and presented to the City of Casper in accordance with Casper Municipal Code 16 16 020.
6. The Consultant shall prepare, and submit to the City Engineering Office, a project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design at one hundred percent (100%).
7. Consultant shall provide the City Engineering Office two (2) hard copy (paper) sets and digital (PDF) sets of the preliminary construction drawings and project manuals to be reviewed by City Staff at fifty percent (50%) and ninety percent (90%), and to conduct review meetings involving City Staff to go over all comments at each phase. Copies shall be both hard copy (paper) and digital.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the project.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall

be based on current City of Casper approved documents.

4. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the project manual and in accordance with Wyoming State Registration Statutes.

#### C Final Bidding Documents.

1. The Consultant shall provide the City Engineering Office one (1) hard copy (paper) set and one (1) digital (PDF) set of Bidding Documents at the completion of the design. The Consultant shall affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.
2. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this project, and as follows:
  - a. Title Sheet that shows the project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
  - b. Typical Section of the roadway with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way, and plans and profiles of all utilities to be replaced or modified.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.

- e. Drainage Details showing size and location of drainage features if necessary.
  - f. Corridor Details showing location and orientation necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, etc.
  - g. Other Details.
3. The Consultant shall provide the City Engineering Office a copy of final drawings of the project in AUTOCAD and PDF formats, and the Project Manual in Microsoft Word and PDF formats labeled “Bidding Documents - Wolf Creek Road Improvements Project”. The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format. The sets shall be both hard copy (paper) and digital.

D. Advertising and Bidding.

- 1. The Consultant shall utilize and maintain project information with City of Casper’s QuestCDN and QuestvBid website for the following: advertisement, distributing addenda and bidding information to planholders, uploading project documents including all plans and specifications, and distributing bid tabulations to planholders.
- 2. The Consultant shall arrange for and conduct a pre-bid conference approximately ten (10) days prior to the bid opening. The Consultant shall take minutes of the meeting and distribute them through QuestCDN and QuestvBid.
- 3. Consultant shall prepare and distribute addenda through QuestCDN and QuestvBid, if necessary.
- 4. The Consultant shall assist the City in opening, tabulating, and evaluating bids.

The Consultant shall provide a written opinion to the Casper Engineering Office stating their recommendation for awarding the bid.

E. Construction.

- 1. General Administration of Construction Contract. Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the

Construction Contract, No. 1910-8 (1990 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 Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.

2. 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 Owner. At this conference, the Consultant will deliver up to five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) 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.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order 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) at the site to assist Consultant and to provide 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 Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

- b. The RPR will be the 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", attached hereto and made part of this Contract.
- c. The RPR will be Consultant's agent or employee and under Consultant's supervision.
  - 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 Owner 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 on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- d. Consultant shall prepare daily reports of the Contractor(s)' activities

and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.

- e. Consultant shall maintain a digital 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 the photo number. The photograph log shall be delivered to the Owner 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.
  - f. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
  - g. During construction, progress meetings to include Owner's representative, Consultant, and 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.
  - h. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' 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 is in agreement.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
- a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.

6. 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.
7. 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 Owner.
8. 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.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner 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 Owner 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. Owner 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.
12. 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:



- a. 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 Owner, 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).
  - b. 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 Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
13. 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 Owner with written comments.

14. **Walk-Through.** Consultant shall conduct a walk-through with the City 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 Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph E.12.b (Construction Phase).
15. **Record Drawings.** Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, 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 of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and AutoCAD (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD Standards). format compatible with the Owners system, labeled as "Record Drawings – Wolf Creek Road Improvements Project.
16. **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 Owner 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.
17. **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 Owner for approval.
18. **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 E.1 through E.17 (Construction Phase), inclusive shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

The Consultant shall perform the services in accordance with their fee proposal attached as Exhibit "B", "Engineering Services for Wolf Creek Road Improvements, September 23, 2022, Fee Proposal", attached hereto and made part of this Contract.

2. TIME OF PERFORMANCE:

The design and bidding services of the Consultant shall be undertaken and completed on or before the 28<sup>th</sup> day of April, 2023. Construction administration services shall be provided throughout construction.

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 One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walker Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Ray Pacheco  
Mayor

WITNESS

CONSULTANT  
Civil Engineering Professionals, Inc.

By: Sami Herdt

By: Robert Bennett

Printed Name: Sami Herdt

Printed Name: ROBERT BENNETT

Title: Office Manager

Title: PRESIDENT

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

#### 3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due 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:

Template 2/15/2022

Consultant’s Name: CEPI

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"

### 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. 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:

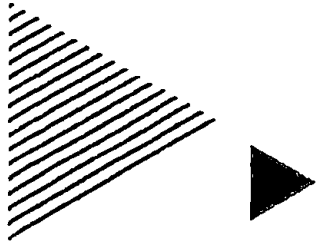
1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Consultant.
2. Shall not exceed limitations of Consultant's authority as set forth in the Contract or the Contract Documents.
3. Shall not undertake any of the responsibilities 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.



**Exhibit "B"**



Civil Engineering Professionals, Inc.  
6080 Enterprise Dr. • Casper, WY 82609  
Phone 307.266.4346  
[www.cepi-casper.com](http://www.cepi-casper.com)



# **Engineering Services for Wolf Creek Road Improvements**

September 23, 2022

*Fee Proposal*





September 23, 2022

Terry Cottenoir  
Public Services Department  
City of Casper Engineering Division  
200 North David St.  
Casper, Wyoming 82601

RE: Fee Proposal — Engineering Services for Wolf Creek Road Improvements

Dear Mr. Cottenoir:

Wherewithin is our fee proposal to provide civil engineering, surveying, landscape architectural, and materials testing services for the conceptual design, final design, bidding and engineering services for the Rehabilitation & Upgrading of Squaw Creek Road.

Following is our fee proposal, or not to exceed cost ceiling, for the professional services outlined in our proposal. We have provided the estimated cost for each item identified in our scope of services. All services will be performed on an hourly basis with a not to exceed total cost ceiling. We have provided a very thorough and comprehensive fee for the services to be completed from the initial design through the construction phase.

Sincerely,

Civil Engineering Professionals, Inc.

A handwritten signature in black ink that reads "Robert Bennett". The signature is written in a cursive, flowing style.

Rob Bennett, PE., Principal

Civil Engineering Professionals, Inc.  
6080 Enterprise Dr • Casper, WY 82609  
Phone 307.266.4346 • Fax 307.266.0103  
[www.cepi-casper.com](http://www.cepi-casper.com)

# Construction Cost Estimate

## Engineering Services for Wolf Creek Road Improvements

### Survey Site, R/W, and Field Investigations

Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager		\$ 165.00	\$	-
Project Manager	10	\$ 150.00	\$	1,500.00
Design Engineer		\$ 130.00	\$	-
Survey Manager	30	\$ 135.00	\$ 2,000.00	6,050.00
AutoCAD/Engineering Technician	10	\$ 115.00	\$	1,150.00
RPR		\$ 90.00	\$	-
Survey Crew	20	\$ 175.00	\$ 500.00	4,000.00
Administrative/Secretarial		\$ 60.00	\$	-
Advanced Geotechnical Solutions			\$ 4,000.00	4,000.00
<b>Total Survey Site, R/W, and Field Investigations</b>			<b>\$</b>	<b>16,700.00</b>

### 50% Plan Preparation

Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager	10	\$ 165.00	\$	1,650.00
Project Manager	20	\$ 150.00	\$	3,000.00
Design Engineer	50	\$ 130.00	\$	6,500.00
Survey Manager	10	\$ 135.00	\$	1,350.00
AutoCAD/Engineering Technician	10	\$ 115.00	\$	1,150.00
RPR		\$ 90.00	\$	-
Survey Crew	10	\$ 175.00	\$ 200.00	1,950.00
Administrative/Secretarial		\$ 60.00	\$	-
Advanced Geotechnical Solutions				
<b>Total 50% Plan Preparation</b>			<b>\$</b>	<b>15,600.00</b>

### Final Plan Preparation and Project Manual

Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager	10	\$ 165.00	\$	1,650.00
Project Manager	20	\$ 150.00	\$	3,000.00
Design Engineer	30	\$ 130.00	\$	3,900.00
Survey Manager		\$ 135.00	\$	-
AutoCAD/Engineering Technician	10	\$ 115.00	\$	1,150.00
RPR		\$ 90.00	\$	-
Survey Crew		\$ 175.00	\$	-
Administrative/Secretarial		\$ 60.00	\$	-
Advanced Geotechnical Solutions				
<b>Total Final Plan Preparation and Project Manual</b>			<b>\$</b>	<b>9,700.00</b>





# Construction Cost Estimate

<b>Final Bidding Documents</b>				
Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager	10	\$ 165.00	\$	1,650.00
Project Manager	10	\$ 150.00	\$	1,500.00
Design Engineer	20	\$ 130.00	\$	2,600.00
Survey Manager	5	\$ 135.00	\$	675.00
AutoCAD/Engineering Technician	10	\$ 115.00	\$	1,150.00
RPR		\$ 90.00	\$	-
Survey Crew		\$ 175.00	\$	-
Administrative/Secretarial		\$ 60.00	\$	-
Advanced Geotechnical Solutions				
<b>Total Final Bidding Documents</b>			<b>\$</b>	<b>7,575.00</b>

<b>Advertising and Bidding</b>				
Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager	10	\$ 165.00	\$	1,650.00
Project Manager	10	\$ 150.00	\$	1,500.00
Design Engineer	20	\$ 130.00	\$	2,600.00
Survey Manager		\$ 135.00	\$	-
AutoCAD/Engineering Technician	10	\$ 115.00	\$	1,150.00
RPR		\$ 90.00	\$	-
Survey Crew		\$ 175.00	\$	-
Administrative/Secretarial	10	\$ 60.00	\$	600.00
Advanced Geotechnical Solutions				
<b>Total Advertising and Bidding</b>			<b>\$</b>	<b>7,500.00</b>

<b>Construction Phase</b>				
Description	Total Hours	Rate	Expenses	Total Cost
CEPI				
Senior Project Manager	10	\$ 165.00	\$	1,650.00
Project Manager	20	\$ 150.00	\$	3,000.00
Design Engineer	20	\$ 130.00	\$	2,600.00
Survey Manager	10	\$ 135.00	\$	1,350.00
AutoCAD/Engineering Technician		\$ 115.00	\$	-
RPR	400	\$ 90.00	\$ 4,000.00	40,000.00
Survey Crew	50	\$ 175.00	\$ 2,700.00	11,450.00
Administrative/Secretarial	10	\$ 60.00	\$	600.00
Advanced Geotechnical Solutions			\$ 15,000.00	\$ 15,000.00
<b>Total Construction Phase</b>			<b>\$</b>	<b>75,650.00</b>



# Construction Cost Estimate

<b>Warranty and Record Drawings</b>				
Description	Total Hours	Rate	Expenses	Total Cost
<b>CEPI</b>				
Senior Project Manager		\$ 165.00	\$	
Project Manager		\$ 150.00	\$	
Design Engineer	5	\$ 130.00	\$	650.00
Survey Manager		\$ 135.00	\$	
AutoCAD/Engineering Technician		\$ 115.00	\$	
RPR	5	\$ 90.00	\$	450.00
Survey Crew	5	\$ 175.00	\$ 300.00	1,175.00
Administrative/Secretarial		\$ 60.00	\$	
Advanced Geotechnical Solutions				
<b>Total Warranty and Record Drawings</b>			<b>\$</b>	<b>2,275.00</b>

<b>Grand Totals</b>				
Description	Total Hours	Rate	Expenses	Total Cost
<b>CEPI</b>				
Senior Project Manager	50	\$ 165.00	\$ -	\$ 8,250.00
Project Manager	90	\$ 150.00	\$ -	\$ 13,500.00
Design Engineer	145	\$ 130.00	\$ -	\$ 18,850.00
Survey Manager	55	\$ 135.00	\$ 2,000.00	\$ 9,425.00
AutoCAD/Engineering Technician	50	\$ 115.00	\$ -	\$ 5,750.00
RPR	405	\$ 90.00	\$ 4,000.00	\$ 40,450.00
Survey Crew	85	\$ 175.00	\$ 3,700.00	\$ 18,575.00
Administrative/Secretarial	20	\$ 60.00	\$ -	\$ 1,200.00
Advanced Geotechnical Solutions	0	\$ -	\$ 19,000.00	\$ 19,000.00
<b>Grand Total</b>			<b>\$</b>	<b>\$135,000.00</b>

RESOLUTION NO. 22-194

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE WOLF CREEK ROAD IMPROVEMENTS, PROJECT NO. 21-066.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design, bidding, and construction administration services for the Wolf Creek Road Improvements, Project 21-066; and,


WHEREAS, Civil Engineering Professionals, Inc., is able and willing to provide these professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Civil Engineering Professionals, Inc., for the engineering services more specifically delineated in the Contract for Professional Services, in the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Contract, for a total amount not to exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:  
(Wolf Creek Road Improvements, Project No. 21-066)

  
\_\_\_\_\_


ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

November 1, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Andrew Colling, Engineering Tech

SUBJECT: Authorizing a Contract for Professional Services with WWC Engineering for a not-to-exceed amount of \$80,000 for the College Drive Improvements, Project No. 21-060.

**Meeting Type & Date:**  
Regular Council Meeting  
November 1, 2022

**Action Type**  
Resolution

**Recommendation:**  
That Council, by resolution, authorize a Contract for Professional Services with WWC Engineering, for design and construction administration services for the College Drive Improvements, Project No. 21-060, in the amount of \$80,000.

**Summary:**  
The College Drive Improvements project includes asphalt surfacing improvements, ADA accessible ramps at intersections, miscellaneous repairs to sidewalk, curb and gutter and curb-walk along College Drive between West 18<sup>th</sup> Street and South Poplar Street. The project also includes a ten foot (10') wide concrete pathway along the western side of College Drive. The pathway is funded by a WYDOT Transportation Alternatives Program.

A request for proposals was sent to qualified consultants to furnish engineering design and construction administration services for the project. The City received five (5) proposals from interested consultants. A selection committee consisting of City staff reviewed the proposals and interviewed three (3) of the consulting firms. The selection committee chose WWC Engineering based on their interview and team qualifications. WWC's fee for design and construction administration services is \$80,000.

Design services for the project include subsurface geotechnical investigations, street surfacing design and concrete jointing details, preparation of construction plans and specifications, and assistance to the City in advertising, opening, and evaluating construction bids. Construction services include

WWC Engineering  
College Drive Improvements  
Project No. 21-060

planning and coordination with WYDOT in regards to the TAP Grant requirements, field staking, field observations, attending construction progress meetings, materials testing, record drawings, and review of payment applications.

City Staff recommends award of the contract for professional services with WWC Engineering, in the amount of \$80,000.

**Financial Considerations**

Funding will be from the One Cent #16 Optional Sales Tax Fund allocated to FY23 Miscellaneous Street Improvements and from the WYDOT Transportation Alternatives Program.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech

**Attachments:**

Resolution

Agreement



# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of November, 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. WWC Engineering, 1849 Terra Avenue, Sheridan, Wyoming 82801 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking road surfacing improvements for the College Drive Improvements, Project 21-060.

B. The Project requires professional services for design, bidding, and construction administration.

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

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

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

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the Project:

A. Design Phase.

1. The Consultant shall meet with City representatives to discuss proposed Project configuration and layout.
2. The Consultant shall conduct an environmental field inspection and complete the environmental field report. The Consultant shall obtain support letters from necessary environmental agencies (SHPO, Fish,

Wildlife and Parks, etc.) and submit the environmental documentation to the City to assist in obtaining the Categorical Exclusion or Finding of No Significant Impact.

3. The Consultant shall conduct field investigations and surveys as necessary to verify existing conditions, especially topographic data, existing utility locations, right-of-way, surface elevations, and to establish grades needed to provide positive drainage throughout the corridor.
4. A Geotechnical study has been performed and is available upon request. Consultant shall conduct additional necessary Geotech investigations and testing for the roadway improvements and provide a roadway section design as part of this Project. This Project is intended to be a mill and overlay with full-depth reconstruction as necessary.
5. The Consultant shall prepare plan sheets that have been approved and signed by a licensed Professional Engineer registered in the State of Wyoming. The plan sheets shall include the proposed area showing the final elevations, grades, alignments, typical sections, right-of-way, and all details necessary for construction, and other details necessary to ensure safe passage for the public.
6. The Consultant shall prepare final drawings on a computer-aided drafting format. Digital format shall be DXF and be compatible with AUTOCAD Version 2020 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as "Bid Set" approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file associated to the Project. The Project will be designed and presented to the City of Casper meeting Casper Municipal Code 16.16.020.
7. The Consultant shall prepare a Project cost estimate when preliminary plans are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the design or one hundred percent (100%).
8. Consultant shall provide the City Engineering Office two (2) copies of the preliminary construction drawings and Project manuals to be reviewed by City staff at 50% and 90% and to conduct review meetings involving City staff to go over all comments at each phase. Copies shall be both hard copy and digital.

B. Project Manual.

1. Consultant shall prepare Technical Specifications covering the required work for the Project. Construction of the pathway of the Project will be partially funded by federal Transportation Alternative Program (TAP) funds which will require incorporating federal documents in the Project Specifications and to obtain and file all TAP required documents throughout the Project as necessary to comply with all federal audits.
2. Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version.
3. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
4. The Consultant shall prepare a Project Manual to include the following:
  - a. Technical Specifications.
  - b. Bid Schedule to accompany the Owner's Bid Form.
  - c. Edited "front end" documents of the Project Manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents, insert modifications where necessary, and return them for final review. After front end documents are reviewed by the Owner, Consultant shall incorporate any changes into the Project Manual.

The Consultant shall affix his professional engineer's stamp, date, and signature to the front cover of the Project Manual and in accordance with Wyoming State Registration Statutes.

C. Final Bidding Documents.

1. The Consultant shall submit the final Bidding Documents to the WYDOT Local Government Coordination Office for review and issuance of a Notice to Proceed for Bidding.
2. The Consultant shall provide the City Engineering Office two (2) sets of Bidding Documents at the completion of the design. The Consultant shall

affix his registration stamp, date, and signature to the Bidding Documents in accordance with Wyoming State Registration Statutes.

3. The Consultant shall submit to the City, as a minimum, final drawings consisting of plan sheets showing the roadway and necessary details related to this Project, and as follows:
  - a. Title Sheet that shows the Project limits and location with respect to the surrounding region. This sheet shall also have an index and legend. The sheet shall bear the Consultants registration stamp, date and signature.
  - b. Typical Section of the roadway with dimensions and stationing.
  - c. Right-of-Way & Utility Plan indicating clearance of right-of-way.
  - d. Grading Plan showing the grades and direction of drainage for any runoff with proposed and existing elevations.
  - e. Drainage Details showing size and location of drainage features if necessary.
  - f. Corridor Details showing location and orientation necessary for construction including: concrete sidewalk, curb and gutter, ADA ramps, pathway, etc.
4. The Consultant shall provide the City Engineering Office a copy of final drawings of the Project in AUTOCAD and PDF format, and the Project manual in word and PDF format labeled "BIDDING DOCUMENTS COLLEGE DRIVE IMPROVEMENTS PROJECT". The Consultant shall provide the City Engineering Office a copy of the final contract specifications in Microsoft Word format. The sets shall be both hard copy and digital.

D. Advertising and Bidding.

1. The Consultant shall utilize and maintain Project information with City of Casper's QuestCDN website for the following: advertisement, distributing addenda and bidding information to plan holders, uploading Project documents including all plans and specifications, and distributing bid tabulations to plan holders.
2. The Consultant shall arrange for and conduct a **MANDATORY** pre-bid conference approximately ten (10) days prior to the bid opening. The

Consultant shall take minutes of the meeting and distribute them through QuestCDN.

3. Consultant shall prepare and distribute addenda through QuestCDN, if necessary.
4. The Consultant shall assist the City in opening, tabulating, and evaluating bids.
5. The Consultant shall provide a written opinion to the Casper Public Services Department stating their recommendation for awarding the bid.
6. The Consultant shall submit the final bid award packet to the WYDOT Local Government Coordination Office for review and issuance of Concurrence in Bid Award.

E. Construction.

1. **General Administration of Construction Contract.** Consultant shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1990 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 Owner may otherwise agree in writing. All of Owner's instructions to Contractor(s) will be issued through Consultant who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Consultant shall meet with Owner throughout the construction phase as deemed necessary by the Consultant or Owner, but not less than one (1) time per week.
2. **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 Owner. At this conference, the Consultant will deliver five (5) copies of the Contract Documents to the successful bidder.
3. **Project Coordination.** Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) 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.

4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
  - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction as Consultant deems necessary in order 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) at the site to assist Consultant and to provide 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 Owner informed of the progress of the Work. The RPR will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.
  - b. The RPR will be Consultant's agent or employee and under Consultant's supervision.
    - 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 Owner 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 agreement, 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 on-site observations, as an experienced and qualified design professional, Consultant shall keep Owner informed of the progress of the Work, and will alert Owner to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.
- c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of all materials installed each day, and any and all pertinent conversations with the Contractor(s) or other entities on behalf of the Owner, a copy of which shall be given to Owner no less frequently than one (1) time each week during construction of the Project.
- d. Consultant shall maintain a digital 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 the photo number. The photograph log shall be delivered to the Owner 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.
- e. Consultant shall maintain a correspondence file, including but not limited to, all memoranda, correspondence, and minutes of the progress meetings.
- f. During construction, progress meetings to include Owner's representative, Consultant, and 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.
- g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the Owner. This report shall include information on major progress during the past week,

assess construction progress with respect to the Contractor(s)' 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 is in agreement.

- h. Consultant shall ensure that all federal requirements for the TAP funding for the Project are incorporated into the Project and are documented properly. This is to include, but not be limited to, review and approval of certified weekly payrolls for both the Contractor and any sub-contractors, interviews with 100% of contract employees to ensure Davis-Bacon requirements, and verification of Buy America Certification of any iron and steel used on the Project.
5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:
  - a. Establish horizontal and vertical control for construction.
  - b. All staking will be done once, and Contractor(s) will be responsible for additional staking at Contractor's cost.
6. 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.
7. 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 Owner.
8. 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.



9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents and the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
11. Disputes between Owner 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 Owner 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. Owner 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.
12. 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:
  - a. 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 Owner, 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)
  - b. 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 Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

13. 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 Owner with written comments.
14. Walk-Through. Consultant shall conduct a walk-through with the City 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 Owner and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph E.12.b (Construction Phase).
15. Record Drawings. Consultant shall provide the Owner one (1) set of electronic drawings showing those changes made during the construction process, based on the marked-up prints, drawings, survey data, 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 of Substantial Completion, Consultant shall submit one (1) reproducible set of 11"x 17" record drawings to Owner. Consultant shall also provide to Owner a copy of record drawings in PDF and Autocad (in conformance with City of Casper Municipal Code 16.16.020 and United States National CAD

Standards). format compatible with the Owners system, labeled as "Record Drawings – North Beverly Street Improvements Project.

16. 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 Owner 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.
17. 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 Owner for approval.
18. 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 E.1 through E.17 (Construction Phase), 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 according to the following time schedule:

- a. Design and Bidding services shall be undertaken and completed on or before the 15<sup>th</sup> day of April, 2023.
- b. Construction and Administration services shall be undertaken and completed on or before the 31<sup>st</sup> day of July, 2023.
- c. Warranty Period services shall be undertaken and completed on or before one (1) year from Project final completion.

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 Eighty Thousand and 00/100 Dollars (\$80,000).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

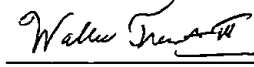
This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

*"This portion of this page has been left blank intentionally "*

**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  
WWC Engineering

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.

RESOLUTION NO. 22-195

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR ENGINEERING SERVICES FOR THE COLLEGE DRIVE IMPROVEMENTS, PROJECT NO. 21-060.

WHEREAS, the City is undertaking the College Drive Improvements, Project No 21-060; and,

WHEREAS, the City of Casper desires engineering services for project design, bidding services, and construction administration; and,


WHEREAS, WWC Engineering is able and willing to provide the engineering services for the College Drive Improvements, Project No. 21-060.

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 WWC Engineering 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 not to exceed amount of Eighty Thousand and 00/100 Dollars (\$80,000).

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

WWC Engineering  
College Drive Improvements  
Project No. 21-060

October 18, 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 an Agreement with Hall's Custom Paving and Excavation, Inc., in the Amount of \$170,000.00 for the Transit Facility Parking Improvements, Project No. 22-040.

**Meeting Type & Date**

Regular Council Meeting  
November 1, 2022

**Action type**

Resolution

**Recommendation**

That Council, by resolution, authorize an agreement with Hall's Custom Paving and Excavation, Inc. (Hall's), in the amount of \$170,000.00, for the Transit Facility Parking Improvements, Project No. 22-040. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$17,000.00, for a total project amount of \$187,000.00.

**Summary**

On Tuesday, October 18, 2022, seven (7) bids were received for the Transit Facility Parking Improvements, Project No. 22-040. The base bids received for this work are as follows:

<b><u>CONTRACTOR</u></b>	<b><u>BUSINESS LOCATION</u></b>	<b><u>BASE BID</u></b>
Hall's	Mills, WY	\$170,000.00
Knife River	Casper, WY	\$182,453.00
Wayne Coleman Construction	Mills, WY	\$183,307.00
Andreen Hunt Construction	Mills, WY	\$187,975.00
Ramshorn Construction	Casper, WY	\$190,100.00
Installation & Service Co., Inc.	Mills, WY	\$190,665.00
71 Construction	Casper, WY	\$210,302.00

The Transit Facility Parking Improvements Project consists of expanding and paving the existing employee parking lot, and furnishing and installing two (2) parking lot lights, all at 1715 East 4<sup>th</sup> Street. The existing parking area is too small for the current number of employees at the Transit Facility and has never been paved. Additionally, the new parking lot lights will provide more safety and security for employees that arrive and leave from work in the dark. The estimate prepared by the City Engineering Division was \$218,750.00. Work is scheduled to be completed by May 12, 2023.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. Additionally, a minor bid irregularity was waived when Hall's provided a Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State twenty-four (24) hours after the submission of the bid package. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website ([www.casperwy.gov](http://www.casperwy.gov)).

#### Financial Considerations

Funding will be from the One Cent #16 Optional Sales Tax fund allocated to Public Transit Funds.

#### Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

#### Attachments

Resolution

Agreement



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with Hall's Custom Paving and Excavation, PO Box 1192, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires expand the current employee parking area and furnish and install new parking lot lighting at the Transit Facility at 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601; and,

WHEREAS, Hall's Custom Paving and Excavation, Inc., is able and willing to provide those services specified as the Transit Facility Parking Improvements, Project No. 22-040.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Transit Facility Parking Improvements, Project No. 22-040, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper and West Plains Engineering, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for intended use including all paving and concrete work associated with the street and concrete flatwork.
- 3.2 The Work will be substantially completed by **May 12, 2023**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **May 26, 2023**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars

(\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to [accountspayable@casperwy.gov](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 14.1 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 of 6 to SFA-6 of 6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 of 4 to BF-4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1 of 1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of nine (9) sections.
- 8.11 Amendments & Supplements to the City of Casper Standard Specifications, consisting of five (5) sections.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings, with each sheet bearing the following general title:

**Transit Facility Parking Improvements, Project No. 22-040**

- 8.16 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.17 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.18 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

*(This space intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

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

APPROVED AS TO FORM:

Walter Tremel  
\_\_\_\_\_

CONTRACTOR:

Hall's Custom Paving and Excavation, Inc.

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor



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: \$ 170000.00

TOTAL BASE BID, IN WORDS: One hundred Seventy Thousand Dollars and zero cents DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Exhibit "B" - Itemized Bid Schedule.
  - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
  - D. Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: P O box 1192  
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 11/18/ \_\_\_\_\_, 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: Halls Custom Paving and Excavation inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Wyoming  
(State of Incorporation or Organization)

By: *Daniel J Dwyer* (seal)

(Title)president

(Seal)

Attest: Daniel J Dwyer

Business Address: 355 Dwyer dr  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: 307 265 6148      307 259 4601

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.)

Transit Facility Parking Improvements, Project No. 22-040 (#8299126)  
 Owner: Casper WY, City of  
 Solicitor: Casper WY, City of  
 10/18/2022 10:00 AM MDT

**EXHIBIT "B" - BID SCHEDULE**

Base Bid				Hall's Paving and Excavation, Inc.	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Mobilization and Bonding	LS	1	\$7,000.00	\$7,000.00
2	Temporary Traffic Control	LS	1	\$1,000.00	\$1,000.00
3	R&R Existing Surface with Asphalt Pavement (4" Pavement/6" Base)	SY	1800	\$63.00	\$113,400.00
4	F&I New Parking Lot Light	EA	2	\$11,000.00	\$22,000.00
5	Adjust Manhole Top & Install 5' x 5' Concrete Diamond with New Lid	EA	2	\$3,500.00	\$7,000.00
6	Adjust Storm Sewer Inlet Top & Install 5' x 5' Concrete Diamond	EA	1	\$3,500.00	\$3,500.00
7	Adjust Irrigation Box	EA	1	\$500.00	\$500.00
8	F&I 6' x 9" Concrete Parking Block	EA	35	\$100.00	\$3,500.00
9	F&I 4" Wide White Striping	LS	1	\$1,000.00	\$1,000.00
10	F&I Post and Cable Fence	LS	1	\$9,100.00	\$9,100.00
11	Contractor Asphalt Testing	LS	1	\$2,000.00	\$2,000.00
<b>Base Bid Total:</b>					<b>\$170,000.00</b>

**ADDENDUM NO. 1**

to the

**BIDDING AND CONTRACT DOCUMENTS**

for the

**TRANSIT FACILITY PARKING IMPROVEMENTS  
PROJECT NO. 22-040**

by

**CITY OF CASPER  
200 N. David  
Casper, Wyoming 82601**

**ADDENDUM DATE: October 13, 2022**

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

**APPROVED: (CITY OF CASPER)**



**Terry Cottenoir, Engineering Technician**

**ACKNOWLEDGMENT OF RECEIPT OF  
ADDENDUM (BIDDER)**

**Halls Custom Paving and Excavation inc.  
Firm**

**Daniel J Dwyer  
By: Signature**

**president  
Title**

**11/17/22  
Date Received**

# DETAIL

[RETURN TO YOUR SEARCH](#)

[FILE YOUR ANNUAL REPORT](#)

Hall's Custom Paving & Excavation, Inc

This detail reflects the current data for the filing in the system.

[Print](#)

**Name**

Hall's Custom Paving & Excavation, Inc.

**Filing ID**

1999-000346776

**Status**

Active

**Fictitious Name**

**Type**

Profit Corporation - Domestic

**Sub Status**

Current

**Sub Type**

Close Corporation

**Initial Filing**

06/28/1999

**Standing - Tax**

Good

**Term of Duration**

Perpetual

**Standing - RA**

Good

**Formed In**

Wyoming

**Standing - Other**

Good

**Principal Office**

355 Dwyer Drive

Laura Dwyer

Casper, Wyoming 82601

USA

**Mailing Address**

PO Box 1192

Mills, WY 82644

USA

Additional Details

**Registered Agent:**

Daniel J Dwyer

3420 Alpine Dr

Casper, WY 82601 USA

**Latest AR/Year**

07347208 / 2022

**AR Exempt**

No

**License Tax Paid**

\$98.57

**Common Shares**

Unlimited

**Common Par Value**

**Preferred Shares**

History

2022 Original Annual Report - 07347208	Date: 06/03/2022
Delinquency Notice - Tax - 2022-003685953	Date: 06/02/2022
2021 Original Annual Report - 06284483	Date: 06/02/2021
Delinquency Notice - Tax - 2021-003211365	Date: 06/02/2021
2020 Original Annual Report - 05767203	Date: 05/08/2020
2019 Original Annual Report - 04514687	Date: 05/22/2019
2018 Original Annual Report - 03582170	Date: 05/16/2018
2017 Original Annual Report - 02810648	Date: 05/17/2017
2016 Original Annual Report - 02485363	Date: 05/04/2016
2015 Original Annual Report - 02237204	Date: 05/12/2015
2014 Original Annual Report - 02038442	Date: 05/23/2014
2013 Original Annual Report - 01839421	Date: 05/28/2013
2012 Original Annual Report - 01546175	Date: 05/29/2012
2011 Original Annual Report - 01353050	Date: 06/15/2011
RA Address Change - 2011-000987792	Date: 06/14/2011
Delinquency Notice - Tax - 2011-000981848	Date: 06/02/2011
2010 Original Annual Report - 01169450	Date: 06/08/2010
Delinquency Notice - Tax - 2010-000860571	Date: 06/02/2010
2009 Original Annual Report - 01001425	Date: 04/14/2009
2008 Original Annual Report - 00882167	Date: 04/28/2008
Delinquency Notice - Tax - 2007-000621401	Date: 06/01/2007

2007 Original Annual Report - 00781984	Date: 05/30/2007
2006 Original Annual Report - 00717188	Date: 06/01/2006
2005 Original Annual Report - 00667495	Date: 06/07/2005
2004 Original Annual Report - 00618096	Date: 05/13/2004
2003 Original Annual Report - 00576220	Date: 05/27/2003
2002 Original Annual Report - 00535817	Date: 06/04/2002
2001 Original Annual Report - 00501585	Date: 10/26/2001
2000 Original Annual Report - 00452568	Date: 06/01/2000
Initial Filing - See Filing ID	Date: 06/28/1999

Public Notes

No Public Notes Found...

Parties

Daniel J Dwyer (President)

Address:

Organization:

Laura Dwyer (Secretary)

Address:

Organization:

RESOLUTION NO. 22-196

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HALL'S CUSTOM PAVING AND EXCAVATION, INC., FOR THE TRANSIT FACILITY PARKING IMPROVEMENTS, PROJECT NO. 22-040.

WHEREAS, the City of Casper desires to expand the current employee parking area and furnish and install new parking lot lighting at the Transit Facility at 1715 East 4<sup>th</sup> Street, Casper, Wyoming 82601; and,

WHEREAS, Hall's Custom Paving and Excavation, Inc., is able and willing to provide those services specified as the Transit Facility Parking Improvements, Project No. 22-040; and,

WHEREAS, Hall's Custom Paving and Excavation, Inc., did not provide a Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State with their bid package; and,

WHEREAS, the City determined that it was a minor bid irregularity to omit the document referenced in the previous paragraph, and determined that Hall's Custom Paving and Excavation, Inc., was the lowest, responsible bidder; and,

WHEREAS, Hall's Custom Paving and Excavation, Inc., has now provided the document referenced in the previous paragraphs; 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 Seventeen Thousand and 00/100 Dollars (\$17,000.00) 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 Hall's Custom Paving and Excavation, Inc., for those services, in the amount of One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00), and Seventeen Thousand and 00/100 Dollars (\$17,000.00) for a construction contingency account, for a total project amount not to exceed One Hundred Eighty-Seven Thousand and 00/100 Dollars (\$187,000.00).



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 Seventeen Thousand and 00/100 Dollars (\$17,000.00) 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:

(Transit Facility Parking Improvements, Project No. 22-040)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


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Fleur Tremel  
City Clerk

---

Ray Pacheco  
Mayor

October 18, 2022

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, Public Services Director  
Alex Sveda, City Engineer  
Andrew Colling, Engineering Technician

SUBJECT: Authorize a Contract for Professional Services with Caspar Building Systems, in the Amount of \$84,696 to Repair the South Garage Door of the Material Recovery Facility located at the Casper Solid Waste Facility, Project No. 22-076.

**Meeting Type & Date:**

Regular Council Meeting  
November 1, 2022

**Action Type**

Resolution

**Recommendation:**

That Council, by resolution, authorize an agreement with Caspar Building Systems, in an amount not to exceed \$84,696, to repair the South Material Recovery Facility (MRF) Garage Door and associated Building Structure, Project 22-076.

**Summary:**

On April 23, 2022, a City Refuse Collection driver dropped off cardboard, collected from community depots and local businesses, at the MRF for processing. When the driver completed the cardboard drop off, the driver did not lower their tailgate, and the tailgate hit the top of the garage door damaging the garage door, garage doorframe, and overhead structural bracing.

The driver's supervisor reported the accident to City Risk Management staff, and City Risk Management staff notified the City's property insurance carrier. The City's property insurance carrier assessed the damage and asked the City to acquire quotes for repairs. City Solid Waste staff, in consultation with Risk Management staff, contacted garage-door repair companies in the local area and learned garage door repair companies could not provide a quote for the repairs needed due to structural damage to the building. Subsequently, three (3) local building contractors were asked to submit quotes to make the repairs. Caspar Building Systems was the only contractor to respond.

Staff recommends awarding Caspar a professional services contract to repair the building and garage door in an amount of \$84,696.

Caspar Building Systems  
MFR Door Repairs  
Project No. 22-076

**Financial Considerations:**

Funding provided from the City's Insurance Fund through the City's Risk Management Division for this project.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Technician  
JC Kirk, Refuse Collection Supervisor

**Attachments:**

Resolution  
Agreement with Cost Proposal for Repairs

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_ day of November, 2022, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Caspar Building Systems, 1975 Old Salt Creek Highway, Casper, Wyoming 82601 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a project to make repairs to an overhead door at the Materials Recovery Facility (MRF) at the Casper Regional Landfill and Transfer Station.

B. The project requires professional services for the repairs to the overhead door.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the services as detailed in its proposal dated September 13, 2022, and attached as Exhibit ‘A’. Exhibit ‘A’ is made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 31<sup>st</sup> day of January, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Eighty-Four Thousand Six Hundred Ninety-Six Dollars (\$84,696).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

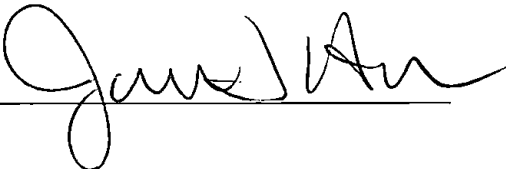
This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

*"This portion of this page has been left blank intentionally."*

**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

CONTRACTOR  
Caspar Building Systems

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 Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books,

documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal



governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

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 Contractor 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 Contractor'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 Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance 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 Contractor’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. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

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

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. NO THIRD PARTY BENEFICIARY RIGHTS:

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

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.



# CASPAR BUILDING SYSTEMS

1975 Old Salt Creek Hwy. Casper, WY 82601  
307-235-5690 | bids@casparbuildingsystems.com

## MRF DOOR REPAIRS

## PROPOSAL

### PREPARED BY:

#### **Neal Branon**

Project Manager

Caspar Building Systems, Inc.  
1975 Old Salt Creek Hwy Casper, WY 82601  
307-235-5690 | 307-277-2611  
nbranon@casparbuildingsystems.com

### PREPARED FOR:

#### **Cindie Langston**

City of Casper Solid Waste Manager

City of Casper Solid Waste  
1883 N. Station Rd  
307-235-8397 | 307-267-4094  
clangston@casperwy.gov

Created Date: October 24, 2022 | Version: 1.0 | Valid Up-to Date: November 24, 2022 | Checked By: Mr. Wes Hayden



**Construction Bid Proposal**

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Bid for repairs to the MRF Door on south side of the building

**Scope**

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Based on the project, and our thorough review of the property, we have developed this proposal. Our proposal includes removal of the garage door, removal of the interior liner panels, removal of the insulation, removal of the exterior panels, removal of the damaged steel header, replace steel header with new, replace damaged exterior panels(owner provided), replace damaged trim pieces, reinstall insulation, replace interior liner panels, reinstall 18' garage door. This will give that door an additional 4' of head room.

**Cost**

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Total Cost: \$84,696.00

**Schedule**

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Construction could be started 3 weeks after notice to proceed, materials are three weeks out, and would take 10-15 days for completion.

**Exclusions**

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Exterior Metal Panels. Brian informed me there are left over panels on site we can use. American Buildings has discontinued the exterior panels, and they are no longer available. If for some reason, there is not enough panels in your owners stock we will have to improvise a plan to fill in above the door.

Contact me directly for further information:  
Neal Branon  
307-277-2611  
nbranon@casparbuildingsystems.com



RESOLUTION NO. 22-197

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, FOR THE MRF DOOR REPAIRS PROJECT NO. 22-076.

WHEREAS, the City of Casper desires to repair an overhead door at the Materials Recovery Facility (MRF); and,

WHEREAS, three (3) contractors were contacted to provide quotes for the repairs, but only Caspar Building Systems responded, and Caspar Building Systems is able and willing to provide those services specified as the MRF Door Repairs Project, No. 22-076.

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 Caspar Building Systems, for those services, in the amount of Eighty-Four Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$84,696.00).

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

October 18, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Beth Andress, MPO Supervisor  
Renee Hardy, MPO Technician

SUBJECT: Casper Area Impact Fee Study Professional Services Contract in the amount of \$59,824.84

Meeting Type & Date:

Regular Council Meeting, November 1, 2022.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Felsburg, Holt, & Ullevig for the Casper Area Impact Fee Study in an amount not to exceed \$59,824.84.

The City is obligated to approve this contract as the MPO's fiscal agent.

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 \$60,000.00 of matched federal funding for the Casper Area Impact Fee Study.

The Casper Area Impact Fee Study will determine if the assessment of reasonable impact fees on new development would be a functional and equitable funding source and if the community would support those fees. Additionally, the plan will develop the implementation steps needed, including working with the MPO and the City of Casper to draft the ordinance changes needed to enact impact fees.

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.

The Casper Area MPO released a Request for Proposals (RFP) on July 20, 2022. Although ten (10) consultants requested the full RFP, only one (1) consulting firm responded with a proposal by the August 19, 2022, deadline. Staff from the City of Casper, WYDOT, and the MPO reviewed the proposal, and on August 26, 2022, selected Felsburg, Holt, & Ullevig, based on the quality of the initial proposal, qualifications of proposed staff, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by April 14, 2023.

Financial Considerations:

The proposed contract shall not exceed \$59,824.84. 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%	<b>\$54,135.50</b>
<b>Local Match</b>	9.51%	<b>\$5,689.34</b>
City of Casper	73.31%	\$4,170.86
Natrona County	15.80%	\$898.92
City of Mills	4.59%	\$261.14
Town of Evansville	3.37%	\$192.73
Town of Bar Nunn	2.93%	\$166.70
	<b>Total</b>	<b>\$59,824.84</b>

The Casper Area MPO Policy Committee approved the funding of \$60,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

Oversight/Project Responsibility:

Beth Address, 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. Felsburg, Holt, & Ullevig Inc., 6400 S Fiddlers Green Circle, Suite 1500, Greenwood Village, Colorado 80111 (“Consultant”)

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City needs professional planning services for the Casper Area Impact Fee Study, hereinafter referred to as the “Project.”

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

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

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

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

#### 1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project, Casper Impact Fee Study, 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 described in Paragraph 1 shall be completed on or before April 14, 2023.

3. COMPENSATION:

A. 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 Fifty-Nine Thousand Eight Hundred Twenty-Four Dollars and Eighty-Four Cents (\$59,824.84). 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.

B. 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.

C. The fixed fee profit of Three Thousand Five Hundred Ninety-Six Dollars and Ninety-one (\$3,596.91) 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.

D. 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:

A. 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.

B. 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 Two Thousand Nine Hundred Ninety-One Dollars and Twenty-Four Cents (\$2,991.24), until the Community Development Director provides written notice of final acceptance of the Project.

C. 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 Swanson

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation, as AGENT:

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

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

WITNESS:

Felsburg, Holt, & Ullevig, Inc. as Consultant:

By: \_\_\_\_\_

By: Elliot Sulsky

Printed name: \_\_\_\_\_

Printed name: ELLIOT SULSKY

Title: \_\_\_\_\_

Title: PRINCIPAL



CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procures a commercial sex act during the period of time that the award is in effect;  
or
  - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

CONTRACT FOR PROFESSIONAL SERVICES  
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- 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 two (2) 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 one (1) pages; and Exhibit G, Fee Schedule, consisting of seven (7) 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, 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.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or

with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, 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(l) 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

#### Scope of Work



*Following is an outline of the six principal tasks needed to complete this study.*

#### **Task 1 – Project Management and Coordination**

**Project Management** – As Project Manager, Elliot Sulsky will serve as the primary point of contact with the MPO and city and will be responsible for the conduct of the study, including Felsburg Holt & Ullevig (FHU) and Economic & Planning Systems (EPS) staff. Elliot’s project management responsibilities will include:

- ▶ Lead communications with the MPO and city project management team.
- ▶ Prepare a project management plan (PMP) documenting the scope of work, budget, schedule, and outreach plan.
- ▶ Monitor adherence to the PMP throughout the study
- ▶ Submit monthly invoices and progress reports.
- ▶ Organize, prepare agendas, and prepare summaries of project management team and other key project meetings.

**Progress Meetings** – A Project Management Team (PMT) will be established, including the MPO project manager, other key MPO and city staff, Elliot Sulsky (FHU) and Brian Duffany (EPS). We will coordinate with the MPO project manager to determine preferred meeting scheduling, which may be regularly scheduled monthly or bi-weekly meetings, or if preferred may be scheduled as needed at key milestones. We anticipate that most of these meetings would be conducted via video conferencing, with in-person meetings possible when they coincide with the two proposed trips to Casper.

#### **Task 2 – Summary of Existing Fees and Funding**

In this task we will establish current funding sources and practices for paying for transportation capacity and connectivity projects. This information will be needed to communicate how impact fees relate to existing funding sources, and to determine if any adjustments to the fee calculations are needed to avoid “double paying” due to tax rates and associated funding sources and debt. Project cost backlogs compared to existing funding sources may also be examined.

Next, we will compile the major development fees charged by the City of Casper and neighboring communities including Natrona County, Bar Nunn, Evansville, and Mills. The purpose of the comparisons is to evaluate where Casper and other communities would lie relative to each other on the total fees paid by new development. These will include capital impact and other system connection fees such as water and sewer tap fees, other impact fees (e.g. parks, transportation, public safety), and land dedication and fee-in-lieu requirements. We will collaborate with the MPO’s project manager to determine the most relevant information to collect for comparisons.

#### **Task 3 – Develop Impact Fee Program Options**

The impact fee program will be developed around the types of projects eligible to be funded with Impact Fees. Generally, these are roadway capacity projects, completing the roadway network, new multimodal facilities, and other growth and capacity-related projects. Maintenance projects, even capital maintenance, are not eligible for impact fee funding. The method(s) used for calculating the impact fees will be determined by FHU and EPS based on the available data and the types of projects. We will explore plan-based methods and capacity and Vehicle Miles of Travel (VMT)-based methods and ensure that the requirements of Wyoming impact fee law are met. A plan-based method calculates the cost per unit of growth of a set of projects over a planning time period such as 10 years. A capacity- based method calculates the VMT generated by each new unit of development and the average cost to provide a vehicle mile of capacity.

The consultant will provide explanations of alternative methodologies at the project kick-off meeting and provide information on the appropriateness, advantages, and disadvantages of alternatives at stakeholder meetings conducted through Task 3. FHU and EPS will review the list of anticipated project needs with MPO staff from the Capital Improvements Plan (CIP) and recent Long Range Transportation Plan, and other planning documents. The most appropriate methodology for Casper will be selected by project stakeholders.

#### **Task 4 – Develop Impact Fee and Documentation**

**Calculate Defensible Impact Fee Schedule** - Using the fee option(s) selected in Task 3, this task will include all the

steps necessary to develop a defensible fee schedule for common land uses, including fees per single family and multifamily dwelling unit and fees per 1,000 square feet of common non-residential uses (e.g. office, retail/commercial, and industrial).

Data and assumptions for the calculations will vary depending on the selected methodology. Data elements that would or could be needed include:

- ▶ Planned transportation improvements and cost estimates for those improvements, including project from the capital improvement plan, long range transportation plan, and other relevant plans
- ▶ Growth and development forecasts
- ▶ Travel demand information from the MPO travel demand model
- ▶ National and local data on trip generation for different land use types

The City of Casper and other stakeholders will provide the consultant with needed information.

Prepare Impact Fee Report – The FHU team will prepare a Transportation Impact Fee Study report that will summarize the basis for the proposed impact fee, document the methodology to arrive at the fee levels, and provide a schedule of proposed fees for different land use types.

#### **Task 5 – Impact Fee Ordinance Package**

EPS and FHU will support MPO staff in writing the proposed ordinance for impact fees. The City will be responsible for identifying the appropriate sections of City Code and for writing the ordinance. EPS and FHU will review the draft

ordinance to ensure that the correct fee schedule and land use types are included. We will also advise the City as needed if any other changes are needed based on best practices for impact fee collection.

#### **Task 6 – Public / Stakeholder Involvement**

The RFP emphasizes the importance of a robust public and stakeholder involvement process, which is appropriate for consideration of introducing a new program to the area. The RFP lists several groups that are expected to be included in the public/stakeholder outreach process:

- ▶ Civic groups
- ▶ Developer Forums
- ▶ Planning Commission
- ▶ City Council
- ▶ Citizens and Technical Committees
- ▶ Community Events

The consultant will work with the MPO to ensure that the process follows the MPO’s adopted Public Participation Plan.

We recommend designing the engagement on this technical study to target the most interested groups such as real estate developers and builders and economic developers; City Council; and related City Boards and Commissions. Our proposal and accompanying proposed budget include two trips to Casper for Elliot and Brian to conduct in-person meetings with these groups and the public. We anticipate meetings to be scheduled as feasible over one or one-and-a-half days for each trip. The schedule below shows the approximate stages in the project schedule when we anticipate that these sets of meetings would be most beneficial:

- ▶ Toward the end of Task 3 to discuss basics regarding a transportation impact fee and different impact fee options
- ▶ Toward the end of Task 4 to present and solicit feedback on the proposed impact fee.

In addition to these two sets of meeting, we will coordinate with you during the development of the project management plan and as the study proceeds to better understand the MPO and city’s website and social media presence and how we can best provide content to use those communication channels.



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 Casper Area Impact Fee Study; and,

WHEREAS, on August 26, 2022, the Consultant Selection Committee approved the hiring of Felsburg, Holt, & Ullevig, 6400 S Fiddlers Green Circle, Suite 1500, Greenwood Village, Colorado 80111, to complete the Casper Area Impact Fee Study; and,

WHEREAS, Felsburg, Holt, & Ullevig, 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 Felsburg, Holt, & Ullevig, to complete the Casper Area Impact Fee Study in accordance with the Agreement, for an amount not to exceed Fifty-Nine Thousand Nine Hundred Fifty-Six Dollars (\$59,956).

PASSED AND APPROVED THIS 14 day of June, 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, ELLIOT SULLSKY, am the PRINCIPAL of and duly authorized representative of the firm of Felburg, Holt, & Ullevig; 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.

10/17/22  
Date

  
Signature

ELLIOT SULLSKY  
Printed Name

PRINCIPAL  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

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

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Colorado ) ss

COUNTY OF Arapahoe ) ss

I, ELLIOT SULSKY, 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]  
PRINCIPAL  
Title

Subscribed in my presence and sworn to before me this 17<sup>th</sup> day of October, 2022, by:

[Signature]  
Jeni Wells - Admin. Asst.



**JENI WELLS**  
Notary Public  
State of Colorado  
Notary ID # 20214004897  
My Commission Expires 02-04-2025

Notary Public

2-4-25  
My Commission Expires

EXHIBIT "G"

FEE SCHEDULE

Project: Casper Area Impact Fee Study								
Project ID: MPO 22-05		CASPER AREA METROPOLITAN PLANNING ORGANIZATION		FELSBURG HOLT & ULLEVIG				
Client: Casper Area MPO								
Task		Sulsky	Montenegro	Foster	Stuchlik	FHU Total	Direct Expenses	Task Total
	Direct Hourly Rate	Principal II	Planner II	Graphics	Admin			
<b>Task 1. Project Management &amp; Coordination</b>								
	Ongoing Project Management and Progress Meetings	28				\$2,373		\$2,373
<b>Task 2. Summary of Existing Fees and Funding</b>								
	Interviews and Research					\$0		\$0
	Prepare Summary	1				\$85		\$85
<b>Task 3. Develop Impact Fee Program Options</b>								
	Develop Impact Fee Program Options	8	6			\$891		\$891
	Evaluate Options	6	4			\$651		\$651
<b>Task 4. Develop Impact Fee and Documentation</b>								
	Calculate Defensible Impact Fee Schedule	12	24			\$1,871		\$1,871
	Prepare Impact Fee Report	10	12	2	2	\$1,424		\$1,424
<b>Task 5. Impact Fee Ordinance Package</b>								
	Develop Structure and Draft Language for Ordinance	3				\$254		\$254
<b>Task 6. Public / Stakeholder Involvement</b>								
	Develop Website and Social Media Material	2	8			\$454		\$454
	Meetings with City and Stakeholder Groups	32				\$2,712	\$2,000	\$4,712
<b>Project Total</b>		<b>102</b>	<b>54</b>		<b>2</b>	<b>\$10,714</b>	<b>\$2,000</b>	<b>\$12,714</b>

Summary of Costs	
FHU Direct Labor	\$10,714.26
Indirect Costs	179.76% \$19,259.95
Subtotal	\$29,974.21
Fixed Fee	12.00% \$3,596.91
FHU Labor & Fixed Fee Subtotal	\$33,571.12
Direct Expenses - Travel	\$2,000.00
EPS Subconsultant	\$24,253.72
<b>Project Total</b>	<b>\$59,824.84</b>

## FELLSBURG, HOLT, AND ULLEVIG EMPLOYEE BILLING RATES

With the permission of the City and the MPO employees not listed in the fee schedule may be substituted at the following rates:

Employee		Direct	Indirect	Profit	Specific
Last	First	Cost	Cost (%)	(%)	Rate
Ackermann	Rachel	51.68	179.76	12.00	\$ 161.94
Adams	Meghan	46.00	179.76	12.00	\$ 144.13
Adams	Elizabeth	49.52	179.76	12.00	\$ 155.16
Afraaz	Shazal	41.35	179.76	12.00	\$ 129.55
Allen	Merritt	36.06	179.76	12.00	\$ 112.98
Andrews	William	33.65	179.76	12.00	\$ 105.45
Anzia	Thomas	87.50	179.76	12.00	\$ 274.16
Baldwin	Tarrah	25.00	179.76	12.00	\$ 78.33
Bates	Robert	37.98	179.76	12.00	\$ 119.01
Bishop	Melanie	42.07	179.76	12.00	\$ 131.81
Bland	Mackenzie	34.13	179.76	12.00	\$ 106.95
Blaxton	Graham	59.13	179.76	12.00	\$ 185.29
Bodette	Stephen	62.50	179.76	12.00	\$ 195.83
Boggs	Wesley	49.52	179.76	12.00	\$ 155.16
Boonlert	Ake	46.63	179.76	12.00	\$ 146.12
Bradley	Dean	100.96	179.76	12.00	\$ 316.34
Brightwell	Thomas	31.25	179.76	12.00	\$ 97.92
Brown	Paul	78.37	179.76	12.00	\$ 245.54
Brunger	Patricia	62.50	179.76	12.00	\$ 195.83
Buck	Charles	60.58	179.76	12.00	\$ 189.81
Buck	D. Holly	93.27	179.76	12.00	\$ 292.24
Connell	Rilee	29.50	179.76	12.00	\$ 92.43
Cushing	Amanda	57.69	179.76	12.00	\$ 180.77
Dankenbring	Scott	58.00	179.76	12.00	\$ 181.73
Dankenbring	Jozef	25.00	179.76	12.00	\$ 78.33
Davis	Ammy	41.35	179.76	12.00	\$ 129.55
Dawson	Cady	64.42	179.76	12.00	\$ 201.86
Dawson	Colleen	55.77	179.76	12.00	\$ 174.74
Denning	Amanda	43.27	179.76	12.00	\$ 135.58
DeVries	Lyle	84.62	179.76	12.00	\$ 265.14
Dibble	John	49.52	179.76	12.00	\$ 155.16
Dombrowski	Ryan	31.50	179.76	12.00	\$ 98.70
Downey	Matthew	44.23	179.76	12.00	\$ 138.59
Duitsman	Katharine	65.38	179.76	12.00	\$ 204.87
Dunham	Philip	51.44	179.76	12.00	\$ 161.18
Erjavec	Rick	71.63	179.76	12.00	\$ 224.45
Fasching	Christopher	87.50	179.76	12.00	\$ 274.16

Follmer	Richard	79.33	179.76	12.00	\$ 248.56
Foster	Kalen	34.00	179.76	12.00	\$ 106.53
Freitag	Stacey	35.00	179.76	12.00	\$ 109.67
Fritz	Jake	40.38	179.76	12.00	\$ 126.54
Gabbert	Kendra	55.29	179.76	12.00	\$ 173.24
Gathey	Clayton	33.65	179.76	12.00	\$ 105.45
Goffinet	Neal	43.27	179.76	12.00	\$ 135.58
Goffinet	Athena	30.00	179.76	12.00	\$ 94.00
Gorman	Andrew	30.77	179.76	12.00	\$ 96.41
Grady	Zachary	41.83	179.76	12.00	\$ 131.06
Harms	Benjamin	45.00	179.76	12.00	\$ 141.00
Hautzinger	Julia	23.50	179.76	12.00	\$ 73.63
Huffaker	Nelson	31.73	179.76	12.00	\$ 99.42
Joder	James	60.90	179.76	12.00	\$ 190.81
Jones	Jordan	49.04	179.76	12.00	\$ 153.65
Junglen	Katherine	48.08	179.76	12.00	\$ 150.64
Kahan	Therese	35.00	179.76	12.00	\$ 109.67
Kain	Jared	41.35	179.76	12.00	\$ 129.55
Katzer	Richard	60.00	179.76	12.00	\$ 188.00
Keefe	Tamara	57.69	179.76	12.00	\$ 180.77
Keller	Casey	40.38	179.76	12.00	\$ 126.54
Kelley	Faith	35.10	179.76	12.00	\$ 109.97
Kellogg	Kurt	85.10	179.76	12.00	\$ 266.64
Kovack	Suzette	31.00	179.76	12.00	\$ 97.13
Kuhnel	Kevan	62.50	179.76	12.00	\$ 195.83
Lang	Lawrence	65.38	179.76	12.00	\$ 204.87
Leadbetter	Kelly	45.43	179.76	12.00	\$ 142.36
Lloyd	Jake	45.43	179.76	12.00	\$ 142.36
Love	Sarah	34.00	179.76	12.00	\$ 106.53
Maddoux	Kevin	83.65	179.76	12.00	\$ 262.10
Marcato	William	64.90	179.76	12.00	\$ 203.36
Marsh	David	36.06	179.76	12.00	\$ 112.98
Martin	Jordan	37.56	179.76	12.00	\$ 117.69
Matz	Zane	33.65	179.76	12.00	\$ 105.45
Miller	Brigid	31.73	179.76	12.00	\$ 99.42
Miller	Eric	62.50	179.76	12.00	\$ 195.83
Miranda	Vicente	49.00	179.76	12.00	\$ 153.53
Miyamoto	Chase	30.00	179.76	12.00	\$ 94.00
Moncada	Yory	20.00	179.76	12.00	\$ 62.67
Montenegro	Sebastian	35.58	179.76	12.00	\$ 111.47
Moore	Brian	47.12	179.76	12.00	\$ 147.63



Moritz	William	52.00	179.76	12.00	\$ 162.93
Murray	Steven	79.33	179.76	12.00	\$ 248.57
Nead	Thomas	75.48	179.76	12.00	\$ 236.50
Nunn	Dustin	55.29	179.76	12.00	\$ 173.24
Orellana	Ashley	51.44	179.76	12.00	\$ 161.18
Ornelas	Megan	50.24	179.76	12.00	\$ 157.42
Otegui	Cynthia	64.22	179.76	12.00	\$ 201.21
Plankis	Alivia	59.13	179.76	12.00	\$ 185.29
Pulley	Alex	79.33	179.76	12.00	\$ 248.57
Ramirez	Rocio	36.06	179.76	12.00	\$ 112.98
Reynolds	Jacob	25.00	179.76	12.00	\$ 78.33
Rondinone	Peter	57.00	179.76	12.00	\$ 178.60
Root	Josh	69.71	179.76	12.00	\$ 218.42
Sabawat Krishna	Vijay	52.88	179.76	12.00	\$ 165.70
Saline	Ryan	41.35	179.76	12.00	\$ 129.55
Sammons	Carol	54.00	179.76	12.00	\$ 169.20
Sangaline Anzia	Stephanie	77.40	179.76	12.00	\$ 242.53
Schefflin	Michelle	43.03	179.76	12.00	\$ 134.82
Schley	Jeanne	79.33	179.76	12.00	\$ 248.56
Shaklee	Dustin	59.50	179.76	12.00	\$ 186.43
Snyder	Jodie	57.05	179.76	12.00	\$ 178.76
Soellner	Ken	61.00	179.76	12.00	\$ 191.13
Sorger	Samuel	37.98	179.76	12.00	\$ 119.01
Spencer	William	36.06	179.76	12.00	\$ 112.98
Spiller	Kierra	32.50	179.76	12.00	\$ 101.83
Stein	Patrick	87.50	179.76	12.00	\$ 274.16
Stevens	Michelle	79.33	179.76	12.00	\$ 248.57
Strege	Jessica	41.35	179.76	12.00	\$ 129.55
Strub	Krissy	33.75	179.76	12.00	\$ 105.75
Struensee	Tracey	56.73	179.76	12.00	\$ 177.76
Stuchlik	Linda	41.00	179.76	12.00	\$ 128.47
Sulsky	Elliot	84.74	179.76	12.00	\$ 265.50
Tetherow	Tim	58.00	179.76	12.00	\$ 181.73
Thibodeaux	D. Alexander	40.87	179.76	12.00	\$ 128.04
Tischmak	Dale	64.90	179.76	12.00	\$ 203.35
Tomei	Dane	35.10	179.76	12.00	\$ 109.97
Topoleski	Zachary	46.00	179.76	12.00	\$ 144.13
Turner	Kelly	45.50	179.76	12.00	\$ 142.57
Twiss	Shawn	48.00	179.76	12.00	\$ 150.40
Twiss	Chad	60.58	179.76	12.00	\$ 189.81
Valdez	Andrew	45.67	179.76	12.00	\$ 143.10

Vang	Souzana	40.38	179.76	12.00	\$ 126.54
Vasisht	Gaurav	75.00	179.76	12.00	\$ 235.00
Vasquez-Frisbie	Beverly	43.99	179.76	12.00	\$ 137.84
von den Benken	Thomas	34.62	179.76	12.00	\$ 108.46
Walker	Ryan	33.33	179.76	12.00	\$ 104.45
Wells	Jeni	28.50	179.76	12.00	\$ 89.30
Ye	Samantha	26.00	179.76	12.00	\$ 81.47
Young	Jenny	85.10	179.76	12.00	\$ 266.64

<b>Project: Casper Area Impact Fee Study</b>		<b>EPS Budget</b>		
<b>Project ID: MPO 22-05</b>				
<b>Client: Casper Area MPO</b>				
<b>Task</b>		<b>Duffany</b>	<b>Dumire</b>	<b>EPS Total</b>
		<b>Principal</b>	<b>Sr. Associate</b>	
	<b>Billing Rate</b>	\$206.39	\$112.96	
<b>Task 1. Project Management &amp; Coordination</b>				
	Ongoing Project Management and Progress Meetings	12		\$2,477
<b>Task 2. Summary of Existing Fees and Funding</b>				
	Interviews and Research	8	16	\$3,458
	Prepare Summary	4	8	\$1,729
<b>Task 3. Develop Impact Fee Program Options</b>				
	Develop Impact Fee Program Options	10		\$2,064
	Evaluate Options	8		\$1,651
<b>Task 4. Develop Impact Fee and Documentation</b>				
	Calculate Defensible Impact Fee Schedule	8		\$1,651
	Prepare Impact Fee Report	10		\$2,064
<b>Task 5. Impact Fee Ordinance Package</b>				
	Develop Structure and Draft Language for Ordinance	8		\$1,651
<b>Task 6. Public / Stakeholder Involvement</b>				
	Develop Website and Social Media Material			\$0
	Meetings with City and Stakeholder Groups	32	8	\$7,508
<b>Project Total</b>		<b>100</b>	<b>32</b>	<b>\$24,254</b>

### EPS EMPLOYEE BILLING RATES

With the permission of the City and the MPO employees not listed in the fee schedule may be substituted at the following rates:

CONTRACT PRICING PROPOSAL				"FORM 60"	
NAME OF OFFEROR			Economic & Planning Systems, Inc.		CONTRACT NO
DETAILED DESCRIPTION OF COST ELEMENTS					Total Rate With Profit
1. DIRECT LABOR (Specify individuals and dates of service)	ACCRUED HOURS	CURRENT RATE/HOUR	2021 RATE/HOUR	% Increase	
Daniel, R. Guimond, Senior Principal			\$92.54		\$268.44
Andrew Knudtsen, Managing Principal			\$96.31		\$279.38
Brian Duffany, Principal			\$71.15		\$206.39
Matt Prosser, Executive Vice President			\$56.49		\$163.87
Rachel Shindman, Vice President			\$46.15		\$133.87
Colton Harguth, Associate			\$31.73		\$92.04
Lena Soister, Production			\$33.22		\$96.36
Lisa Marie Eytcheson, Production Mgr. Denver			\$44.60		\$129.38
Sarah Dunmire, Senior Associate			\$38.94		\$112.96
Keely Maher, Associate			\$45.00		\$130.54
Carson Bryant, Associate			\$30.29		\$87.87
Katherine Gray Warner			\$25.00		\$72.52
TOTAL DIRECT LABOR	0				
2. LABOR OVERHEAD	OH RATE	X BASE=	EST COST (\$)		
	159.0%	\$0	\$0		
TOTAL LABOR OVERHEAD					\$0
TOTAL DIRECT LABOR AND OVERHEAD					\$0
3. FIXED FEE (Based on 10% Direct Labor & Overhead)	12.0%				\$0
4. SUBCONSULTANT COSTS (Attach Itemization)					\$0
5. OTHER DIRECT COSTS (Attach Itemization)					\$0
<b>6. TOTAL ESTIMATED COST AND FEE</b>					<b>\$0</b>

RESOLUTION NO. 22-198

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND FELSBURG, HOLT, & ULLEVIG, INC., FOR THE CASPER AREA IMPACT FEE STUDY.

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 Casper Area Impact Fee Study, not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00); and,

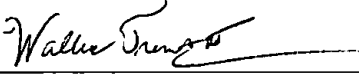
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in transportation planning and impact fee studies on July 20, 2022; and,

WHEREAS, the Project Selection Committee selected Felsburg, Holt, & Ullevig, on August 26, 2022, to complete Casper Area Impact Fee Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Felsburg, Holt, & Ullevig, on behalf of the Casper Area Metropolitan Planning Organization in the amount of Fifty-Nine Thousand Eight Hundred Twenty-Four Dollars and Eighty-Four Cents (\$59,824.84) for the Casper Area Impact Fee Study.

PASSED, APPROVED, AND ADOPTED on this \_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


---

Fleur Tremel  
City Clerk

---

Ray Pacheco  
Mayor

October 7, 2022

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer  
Steven Stolte, E.I.T, Associate Engineer I

SUBJECT: Authorizing a Professional Services Agreement with JTL Group Inc, dba Knife River, in the amount of \$56,875.00, for the Drill Tower Training Pad, Project No. 22-059.

**Meeting Type & Date:**

Regular Council Meeting  
November 1, 2022

**Action Type**

Resolution

**Recommendation:**

That Council, by resolution, authorize a Professional Services Agreement with JTL Group Inc, dba Knife River, in the amount of \$56,875.00 for the Drill Tower Training Pad, Project No. 22-059.

**Summary:**

Three (3) proposals were received for the Drill Tower Training Pad, Project No. 22-059, and are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
<b>Knife River, Inc.</b>	<b>Casper, Wyoming</b>	<b>\$56,875.00</b>
Wayne Coleman Construction	Mills, Wyoming	\$76,307.00
71 Construction	Casper, Wyoming	\$87,687.10

The engineer's estimate prepared by the City Engineering Office was \$65,000.00 with the low proposal received at \$56,875.00.

The project consists of adding a 3,900 square foot concrete pad at the Fire Department's Drill Tower Training Facility. The completion date for the project is December 20, 2022.

**Financial Considerations:**

Funding for this project will be from Capital Reserves.

JTL Group, Inc., dba Knife River  
Drill Tower Training Pad  
Project No. 22-059

**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 1 day of NOVEMBER, 2022, by and between the following parties:

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

2. JTL Group, Inc., dba Knife River, 1461 Bryan Stock Trail, Casper, Wyoming 82601 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a project to add a 3,900 square foot concrete pad at the Fire Department’s Drill Tower Training Facility, as the Drill Tower Training Pad, Project No. 22-059.

B. The project requires professional services for the work.

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

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

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

A. All required work as described in Exhibit A, attached hereto and made part of this Contract.

B. Provide a one (1) year warranty period for all labor and material.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 20th day of December 2022.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Fifty-Six Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$56,875.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Wallen Thomsen

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

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

WITNESS

CONTRACTOR  
JTL Group, Inc., dba Knife River

By: Jamie Rollins  
Printed Name: Jamie Rollins  
Title: Contract Administrator

By: Mike Haynes  
Printed Name: MIKE HAYNES  
Title: VP / GM.

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### **2. CHANGES:**

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

#### **3. ASSIGNABILITY:**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### **4. AUDIT:**

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

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 Contractor 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 Contractor'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 Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies

regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work* and at all times thereafter until the applicable statute of limitations runs.



8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance 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 Contractor'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. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to

compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

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

15. NO THIRD PARTY BENEFICIARY RIGHTS:

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

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic

signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO. 22-199

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE DRILL TOWER TRAINING PAD, PROJECT NO. 22-059.

WHEREAS, the City of Casper desires to add a 3,900 square foot concrete pad at the Drill Tower Training Facility for the Drill Tower Training Pad Project; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the Drill Tower Training Pad, Project No. 22-059.

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 JTL Group, Inc., dba Knife River, for those services, in the amount of Fifty-Six Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$56,875.00).

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 Contract, equal to a total amount not to exceed Fifty-Six Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$56,875.00).

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

November 1, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Ethan Yonker, Risk Manager  
SUBJECT: Casper's Council of People with Disabilities New Member Appointments

**Meeting Type & Date**

Council Meeting  
November 1, 2022

**Action type**

Minute Action

**Recommendation**

That Council, by Minute Action, appoint three (3) new members to Casper's Council of People with Disabilities for a term of three (3) years beginning November 1, 2022.

**Summary**

Casper's Council of People with Disabilities (CCPD) bylaws require that the City Council advisory group maintain between twelve and sixteen active members. Members of the Council have stepped down and asked to be removed from the membership list. To fill these voting member vacancies, the CCPD solicited applications from interested community members from September 1, 2022 to September 15, 2022. Three applications were received during the application period. The CCPD Chairperson recommends the appointment of the three (3) individuals by City Council. The three recommended appointees are:

1. Scotia Sutherland
2. Jenny Miller
3. Dawn Lacko

**Financial Considerations**

None

**Oversight/Project Responsibility**

CCPD Chair and City of Casper CCPD Representative(s)

**Attachments**

CCPD Officer and Membership List

**ROSTER - Casper's Council of People with Disabilities - Eff November 1, 2022**  
**CCPD By-Laws require between 12-16 voting members.**


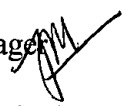
**Voting Members:**

<u>Name</u>	<u>Role</u>	<u>Initial</u>	<u>Term</u>	<u>Length</u>
1 Ardell Breed	Member		April 21, 2020 - April 21, 2023	3 year
2 Austin Berlin	Member		May 26, 2022 - May 26, 2025	2 year
3 Bonnie Wilson	Vice-Chair		May 26, 2022 - May 26, 2025	2 year
4 Copper Mack	Member		May 26, 2022 - May 26, 2025	3 year
5 DeOndra White	Member		May 26, 2022 - May 26, 2025	3 year
6 Ethan Yonker	Treasurer			permanent
7 John Wall	Member		May 26, 2022 - May 26, 2025	2 year
8 Linda Jones	Member		May 26, 2022 - May 26, 2025	3 year
9 Maria "Masha" Flinn	Secretary		May 26, 2022 - May 26, 2025	2 year
10 Marty Wood	Member		November 17, 2021 - November 17, 2024	3 year
11 Maureen Barnes	Member		April 21, 2020 - April 21, 2023	3 year
12 Stephanie Dugger	Member		November 17, 2021-November 17-2024	3 year

**CCPD Liasion & Alternates**

Ray Pacheco	Council Liasion	2 year
Matthew Kowalski	Council Liasion	permanent
Nicole "Nikki" Green	Council Liasion	permanent
Liz Becher	Council Liasion	permanent
Zulima Lopez	Council Liasion	permanent
Scott Dresher	Council Liasion	permanent

October 20, 2022

**MEMO TO:** J. Carter Napier, City Manager   
**FROM:** Jolene Martinez, Assistant to the City Manager   
**SUBJECT:** Accepting Grant from the Rocky Mountain Power Foundation, in the amount of \$8,000, for First Street Gateway.

**Meeting Type & Date**  
Regular Council Meeting  
November 1, 2022

**Action type**  
Minute Action

**Recommendation**  
That Council, by minute action, accept a grant from the Rocky Mountain Power Foundation, in the amount of \$8,000, to be used to fund elements of First Street Gateway.

**Summary**

Staff was notified on September 15, 2022 that a grant from the Rocky Mountain Power Foundation to fund elements of First Street Gateway had been approved. Staff identified and submitted a grant application to this competitive grant opportunity.

The first phase of the gateway will create a park along the riverfront from the BNSF bridge to First Street along the river bank. The park will be a companion to the river restoration construction for the First Street reach of the river. Phase 1 of the project will include a pathway, a boat ramp with an attached parking lot, and landscaping.

The budgeted funding sources for the \$492,581.00 project are as follows:

\$246,290.50	Federal Land and Water Conservation Funds designated and managed through the State of Wyoming
\$ 80,000.00	Natrona County Recreation Joint Powers Board grant funds
\$ 8,000.00	Rocky Mountain Power Foundation
\$124,441.00	City of Casper in-kind services
\$ 33,849.50	City of Casper capital funds

Visual impressions of a community are important, and gateways into a community can help to create a positive visual impression. The intersection of First and Poplar Streets is one of Casper's major gateways; it leads directly into the downtown core. Though many studies and strategic plans

have identified this area as an important gateway, it remains a distinct negative visual break from the work that has been done in the surrounding area including the Amoco Reuse Area, Downtown Casper, and the Old Yellowstone District. Using the public input gathered as part of numerous city plans including Generation Casper: Comprehensive Plan, staff has identified the First Street Gateway to establish a public gathering space and recreation area that creates a positive presentation of Casper and this downtown area.

**Financial Considerations**

The total project cost is valued at \$492,581.00. The cash investment from the City of Casper is planned at \$33,849.50 and the in-kind investment from the City of Casper is budgeted at \$124,441.00. The in-kind investment will be services from the City's engineering division for design, bidding, and construction administration and from the City's streets and traffic division for dirt work and driveway and parking lot construction. Rocky Mountain Power Foundation is a prepaid grant as is the Natrona County Recreation Joint Powers Board grant. These funds have been set aside as dedicated to the project. No match is required for the Rocky Mountain Power Foundation grant. The Land and Water Conservation Fund grant is a reimbursement grant.

**Oversight/Project Responsibility**

Andrew Beamer, Public Services Director  
Alex Sveda, City Engineer  
Scott Baxter, Associate Engineer  
Jolene Martinez, Assistant to the City Manager

**Attachments**

Grant Letter and Annual Report Form





1407 West North Temple, Suite 310  
Salt Lake City, Utah 84116  
Phone: (503) 813-7257 (email preferred)  
Email: [pacificorpfoundation@pacificorp.com](mailto:pacificorpfoundation@pacificorp.com)  
[www.rockymountainpower.net/foundation](http://www.rockymountainpower.net/foundation)

9/13/2022

City of Casper  
Jolene Martinez  
200 N David St  
Casper, WY 82601  
Email: [jmartinez@casperwy.gov](mailto:jmartinez@casperwy.gov)  
Phone: 307-235-8332

Dear Ms. Martinez,

Congratulations for being selected to receive a Rocky Mountain Power Foundation grant. We are pleased to award City of Casper a grant in the amount of \$8000 to support your project titled: First Street Gateway.

The Rocky Mountain Power Foundation is committed to strengthening the vitality of communities through grants like this, and we appreciate your commitment to recognize the Foundation's support in the community, as described in your application. In addition to evaluating the quality of grant applications, funding is determined by the availability of resources in a given year, cycle, community and whether a previous grant recipient has complied with the following reporting requirements.

#### **Reporting Requirements**

Please confirm that you have received this grant check by logging in to the online grant management portal to complete the **Acknowledgment Agreement**. Under the reporting section, select the Acknowledgment Agreement due and edit it to confirm each of the following: (1) Receipt of the grant check, (2) Final Grant Report Requirement and (3) Understanding that any recognition of these funds should be attributed to the Rocky Mountain Power Foundation. Please note: You must save and then click submit. A logo, social media tags and other helpful language regarding the foundation may be requested at [pacificorpfoundation@pacificorp.com](mailto:pacificorpfoundation@pacificorp.com).

Prior to submitting an application for next year's grant cycle, please provide a **Final Grant Report** or status update. There is an online form to complete under the reporting section where you may attach annual reports, recognition efforts or any other documents that you would like to share with us.

You may log in to the online grant portal at [pacificorpfoundation.fluxx.io](http://pacificorpfoundation.fluxx.io) using your email address as your username. Please note that PacifiCorp only has one c in the middle.

Thank you for all you do in your community. Best wishes for your continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary W. Hoogeveen", with a long horizontal line extending to the right.

Gary W. Hoogeveen  
Rocky Mountain Power Foundation, Board Director and President



# Rocky Mountain Power Foundation

## City of Casper

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GA-2306-32350 - Grant Report, \$8,000 00 awarded August 30, 2022

Program Title: First Street Gateway

Due By: 6/15/2023

### GRANT REPORT

Please comment on your progress against your attainment of the objectives of the project, even if the project has not been completed. Alternatively, you may provide any form of an annual report that contains similar information to what is requested below

#### Status Update/Report

You may include as much or as little information that you wish. Some examples of topics to discuss are the following: (1) Project status and timeline, (2) Budget expenditures and variance, and/or (3) Key accomplishments, challenges or any unexpected results,

#### Exploring the Impacts

Please select one or more of the following categories to help us identify what impacts we are having on our communities.

**Age Groups:**

**Health:**

**Sexual Identity:**

**Social / Economic Status:**

**Work Status and Occupations:**

Approximately how many individuals were directly impacted by this grant?

#### Recognition

Please provide a brief description of any publicity or recognition of the Foundation grant, such as news releases, media coverage, name/logo on brochures/newsletters, website, social media, plaque, etc. (Please also upload any relevant recognition documents below.):

Are you attaching any photographs or relevant recognition below?

Approximately how many people did this recognition reach? :

Documents