

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, November 15, 2022, 6:00 p.m.



COUNCIL POLICY PUBLIC STATEMENTS

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

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES

We are **CASPER**

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

- A. CONSIDERATION OF MINUTES OF THE OCTOBER 18, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 3, 2022
 - B. CONSIDERATION OF MINUTES OF THE OCTOBER 18, 2022 EXECUTIVE SESSION
 - C. CONSIDERATION OF MINUTES OF THE OCTOBER 25, 2022 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 3, 2022
 - D. CONSIDERATION OF MINUTES OF THE OCTOBER 25, 2022 EXECUTIVE SESSION
- 4. CONSIDERATION OF BILLS AND CLAIMS
 - 5. COMMUNICATIONS
 - A. From Persons Present
 - 6. ESTABLISH DATES OF PUBLIC HEARINGS
 - A. Consent
 - 1. Establish December 6, 2022, as the Public Hearing Date for Consideration of:
 - a. **Transfer of Ownership for Retail Liquor License No. 37** From Charger Holdings, LLC d/b/a Yellowstone Garage Located at 355 West Yellowstone to 307 Repair, Inc. d/b/a **Yellowstone Garage Bar and Grill**, Located at 355 West Yellowstone.
 - b. New **Restaurant Liquor License No. 49** for MW KW Corp. d/b/a **Little Shop of Burgers**, Located at 1040 North Center Street.
 - 7. PUBLIC HEARINGS
 - A. Ordinance
 - 1. An Ordinance Approving a Vacation, Replat, Subdivision Agreement and Zone Change for the **Pasadena Addition**.
 - B. Minute Action
 - 1. **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 Bar, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory**, Located at 410 South Ash Street.

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8. SECOND READING ORDINANCES

A. An Ordinance Repealing and Replacing Ordinance No. 16-97 Codified as Chapter 8.08, **Private Intrusion Alarms**, of the Casper Municipal Code.

1. Communications from Persons Present

B. 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, Age or Disability.

1. Communications from Persons Present

9. RESOLUTIONS

A. Consent

1. Approving and Ratifying the **Wyoming Department of Transportation Highway Safety Program Grant FFY2023 Sub-Award Agreement** Between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department (Related to Impaired Driving).

2. Approving and Ratifying the **Wyoming Department of Transportation Highway Safety Program Grant FFY2023 Sub-Award Agreement** Between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department (Related to Seat Belt Usage).

3. Authorizing Change Order No. 1 with **Chalk Buttes Landscaping, Inc.**, for a Contract Increase and Time Extension for the **Cemetery Irrigation Improvements**, Project 21-029.

4. Authorizing an Agreement with **Crown Construction, LLC.**, for the **Casper Regional Landfill Leachate Force Main Extension**, Project No. 21-012B.

5. Authorizing Amendment No. 1 to the Agreement with HA Baseball LLC D.B.A **Casper Horseheads** for the Use and Operation of the **Mike Lansing Baseball Stadium Concessions Stand**.

6. Authorizing a Procurement of Goods Agreement with **Core and Main LP**, for **Supplying Water Meters and Water Meter Components** for Use in the City of Casper Water Distribution System.

7. Authorizing a Contract for Professional Services with **BCV Systems, LLC**, for the **Blower Controls Upgrades Project** at the Sam H. Hobbs Wastewater Treatment Plant.

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8. Approving the Vacation and Replat creating of Valley West Business Center, Lots 1 through 6 Addition, and a Portion of Commercial Tract 1, Paradise Valley Subdivision, to Create the **Valley West Business Center No. 2 Addition**.
9. Approving the Vacation and Replat of Eastward Heights VIII, Lot 1-5, to Create **Eastward Heights VIII Lot 17 Addition**; and the Associated Subdivision Agreement.
10. Authorizing Submission on an Application to the **Land and Water Conservation Fund Grant Program**.
11. Authorizing a Lease Agreement with the **Natrona County School District** for Use of Lot 12 at the **Ford Wyoming Center to Conduct Drivers' Education Classes**.

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

11. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION

12. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

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

6:00 p.m. Tuesday, December 20, 2022 – Council Chambers

Work Sessions

4:30 p.m. Tuesday, December 13, 2022 – Council Meeting Room

4:30 p.m. Tuesday, January 10, 2022 – Council Meeting Room

ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
October 18, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:03 p.m., Tuesday, October 4, 2022. Present: Councilmembers McIntosh, Sutherland, Gamroth, Engebretsen, Cathey, Humphrey Vice Mayor Knell, and Mayor Pacheco. Absent: Councilmember Pollock.

Moved by Vice Mayor Knell, seconded by Councilmember Engebretsen, to, by minute action, excuse the absence of Councilmember Pollock. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3. BILLS & CLAIMS

Moved by Councilmember Engebretsen, seconded by Vice Mayor Knell to, by minute action, approve payment of the October 18, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills & Claims 10/18/22</u>		
307Intrl	Services	10,800.40
6HGroup	Goods	4,839.40
ADobson	Reimb	51.96
AGrauberger	Reimb	60.00
AMartinez	Reimb	80.28
AAkerSgns	Goods	945.00
ACTreeSrv	Goods	220.00
AceHrdwr	Goods	1,083.57
Airgas	Goods	1,172.28
Alsco	Services	1,727.34
AMBI	Services	1,185.66
AmrTech	Services	3,988.29
ARCoFNC	Services	8,750.07
ArrwheadHeat	Services	331.25
AT&T	Services	19,158.07
Atlas	Goods	6,187.91
BCrook	Reimb	111.59
B&BRbrStmp	Goods	61.90
BckCntryBdgr	Goods	6,507.00
BdgrMtr	Services	162.87
BarDSgns	Services	1,488.39
BestRbbrMulch	Goods	24,966.27

BlkHillsEnrgy	Utilities	14,670.38
BobCatOfCspr	Goods	1,794.19
BrntagPac	Goods	32,310.60
Brian'sGoTo	Services	1,259.99
CHollinger	Reimb	100.00
CPotter	Reimb	115.48
CptlBusnsSystem	Services	61.80
CrlnaSftwr	Goods	700.00
CarusCorp	Goods	3,159.00
Caselle	Services	78.00
ChmbrOfComm	Dues	600.00
CsprAreaCnvntn	Services	25,000.00
CsprNCHealth	Services	255.00
CsprSftballAssoc	Refund	225.00
CsprStrTrb	Services	2,498.16
CsprTire	Services	785.00
CsprVtrnry	Services	203.54
CWRWS	Goods	951,963.42
CntryLnk	Utilities	17,243.17
ChlkButtesLndscpng	Services	59,126.21
CitrixSystem	Services	871.40
CtyCspr	Services	154,837.19
CivilEngnrng	Services	1,995.00
CLHAssoc	Services	5,300.00
CMITeco	Services	248,390.65
CoastlChmcl	Goods	83.97
CocaCola	Services	24.75
CommTech	Services	1,255.49
Cmtrnx	Goods	557.60
Cnvrgn	Goods	1,479.92
CPU	Goods	1,680.09
CurbApplPaintng	Services	9,900.00
DBauer	Reimb	76.32
DlcoInd	Goods	330.00
DckrAuto	Services	724.63
Dell	Goods	344.94
DsrtMtn	Goods	3,511.12

DPCIndstrs	Goods	22,929.41
Dreamseats	Goods	10,872.46
DrvrChck	Services	611.52
EBecher	Reimb	240.50
EdnK-9Cnsltng	Services	696.00
EnrgyLabs	Services	1,398.00
EngnrngDsgn	Services	1,562.50
ExpSvcs	Services	344.25
FIB	Goods/Invstmnts	13,907.22
FoxstrOpco	Goods	1,110.00
GDaniels	Reimb	60.00
Galls	Goods	318.10
GameTime	Goods	147.22
GeosyntcCnsltnts	Services	9,084.01
GloblEquip	Services	1,999.98
GldrAssoc	Services	248.00
Glf&SprtSltns	Goods	1,938.86
GoodYrTire	Services	2,260.18
Grngr	Goods	3,937.57
GrntPeakPmp	Goods	6,720.00
GrrrMotr	Goods	61,125.63
Hach	Goods	904.09
HrvrdDrugGrp	Goods	1,042.14
HDREngnrng	Services	7,261.17
Homax	Goods	105,020.69
HrznCblSrvc	Services	479.75
Hose&RubrSply	Goods	167.50
HowrdSply	Goods	539.36
IME	Services	1,472.40
Instltn&Svc	Services	350.00
JGall	Reimb	150.00
JGreenwood	Reimb	77.62
JSherman	Services	2,800.00
JacksTrk&Trlr	Services	2,573.70
KPatrick	Reimb	441.46
KnfRvr	Services	4,787.56
KubwtrRes	Goods	8,300.00

LawsnPrdcts	Services	900.00
Lisa'sSpcNSpn	Services	260.00
Lower&Co	Services	3,200.00
MParker	Reimb	100.00
MIgrdCnstrctn	Services	400,456.21
MercrHouse	Services	8,001.32
MLAuto	Services	779.78
MdrnElctrc	Services	860.00
MonsnJntrlSrvc	Services	5,366.35
MotorlaSltns	Services	9,457.67
MtnStLitho	Services	415.43
MtnWstTech	Services	506,972.32
MtnWstVltn	Services	6,000.00
Napa	Goods	132.11
NCSO	Services	253,896.49
Norco	Goods	2,221.37
NrthrnLights	Services	2,900.00
NWstContr	Goods	859.23
OneCall	Services	932.25
PeakGeosltns	Services	44,255.75
PstlPros	Services	6,821.50
PrfsnlClng	Services	1,395.00
RHarned	Reimb	131.15
RLowry	Reimb	37.78
RmshrnCnstrctn	Services	138,106.25
ReebWldng	Services	792.00
Rxel	Services	3,600.11
Ricoh	Services	440.81
RckyMtnPwr	Utilities	107,569.52
RootrSwr	Services	2,506.93
ShrwnWlms	Goods	638.48
Shrts&More	Goods	400.00
Simplot	Goods	1,342.50
Siriuswre	Services	3,223.85
SkyIneRnchs	Services	17.43
SpareLabs	Services	2,895.83
StOfWyo	Services	7,305.89

StrlngInfosystms	Services	662.77
SummitFire	Services	446.00
SWI	Services	38,198.08
Thtchr	Goods	17,039.61
TheWash	Services	14.51
ThomsnReutrs	Goods	993.42
TopOffc	Goods	724.93
TrnsUnionRsk	Services	195.00
TretoCnstrctn	Services	64,682.45
TWEntrprs	Services	194.00
Unifrms2Gear	Goods	568.10
VrznWrsls	Services	3,511.81
WAhrndt	Reimb	150.00
WardwlWtr	Goods	157.39
WyneColemnConst	Services	2,000.00
WearPrts	Goods	70.71
WstPlainsEngrng	Services	15,450.00
WstIndPrk	Services	1,682.06
WH	Services	1,205.63
WyoFinanPrprts	Services	560.00
Wyo1stAid	Goods	126.09
WyoMchnry	Services	10,214.62
WyoPlantCmpny	Goods	709.96
WyoSteel&Rcyclng	Goods	441.23
Xerox	Goods	205.66
YouthCrisisCntr	Funding	17,452.50
ZonrSystms	Services	373.23
Total		3,618,491.43

4. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

5. ESTABLISH DATE OF PUBLIC HEARING

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action, establish November 1, 2022 as the public hearing date for the consideration of 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.” Motion passed.

6. CANCEL & RE-ESTABLISH PUBLIC HEARING

Moved by Councilmember Humphrey, seconded by Vice Mayor Knell, to, by minute action, cancel the October 18, 2022 public hearing, and re-establish November 1, 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.

7. ORDINANCE— THIRD 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 PARK NO. 2 SUBDIVISION IN THE CITY OF CASPER WYOMING.

WHEREAS, an application has been made to vacate and replat a portion of Tract 4, North Platte River Park Subdivision to create North Platte River Park No. 2, comprising 185-acres, more or less, and located generally northwest of the Events Center, and including the Events Center parcel; and,

WHEREAS, Lots 1 and 2, North Platte River Park No. 2 are proposed to be vacated from public use for park purposes, pursuant to W.S. §15-1-103(a)(xii); and,

WHEREAS, pursuant to W.S. §15-7-303, notice of the hearing for consideration of the vacation of park property from public use has been published for three (3) consecutive weeks prior to the public hearing in the Casper Star Tribune; and,

WHEREAS an application has been made to rezone proposed Lots 1 and 2, North Platte River Park No. 2 from PH (Park Historic) to M-1 (Limited Industrial) and M-2 (General Industrial) respectively; and,

WHEREAS, the requested partial plat vacation, replat, vacation of public parkland and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on November 18, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the proposal; and,

WHEREAS, the governing body of the City of Casper finds that the above described partial vacation of plat, replat, vacation of public parkland, and zone change, should be approved.

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

SECTION 1:

The partial plat vacation and replat creating the North Platte River Park No. 2 Addition is hereby approved.

SECTION 2:

The vacation of proposed Lots 1 and 2, North Platte River Park No. 2 Addition from public use as park property is found to be in the public interest; notice of the public hearing has been published for three (3) consecutive weeks; the City has owned the property for more than ten (10) years, and no substantial use has been made thereof for park purposes. Therefore, said lots are hereby vacated from public use as park property.

SECTION 3:

The zoning of North Platte River Park No. 2 Addition shall be as follows:

- Lot 1 - M-2 (General Industrial);
- Lot 2 - M-1 (Limited Industrial);
- Lot 3 - (will remain zoned as PH (Park Historic))

SECTION 4:

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

PASSED on 1st reading the 20th day of September, 2022.

PASSED on 2nd reading the 4th day of October, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 18th day of October 2022.

Councilmember Sutherland presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Engebretsen. Councilmember McIntosh abstained from voting. Motion passed.

8. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-185

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND KLJ ENGINEERING, LLC., FOR THE EVANSVILLE TEXAS STREET EXTENSION STUDY.

RESOLUTION NO. 22-186

A RESOLUTION AUTHORIZING TRANSITION TO A SERVICE FEE MODEL FOR UTILITY CREDIT/DEBIT CARD PAYMENTS.

RESOLUTION NO. 22-187

A RESOLUTION AUTHORIZING THE RELEASE OF VARIOUS LOCAL ASSESSMENT DISTRICT LIENS REGARDING COATES ROAD LOCAL ASSESSMENT DISTRICT 158.

RESOLUTION NO. 22-188

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WORTHINGTON, LENHART, AND CARPENTER, INC., FOR PROFESSIONAL SERVICES FOR THE WESTRIDGE ADDITION IMPROVEMENTS, PROJECT NO. 21-065.

RESOLUTION NO. 22-189

A RESOLUTION RATIFYING AND APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER, WYOMING, A WYOMING MUNICIPAL CORPORATION AND THE CHARLES E. PIERSALL, CHAPTER OF THE IZAAK WALTON LEAGUE OF AMERICA.

Councilmember Southerland presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Cathey. Motion passed.

9.A. CONSENT MINUTE ACTION

Moved by Councilmember Gamroth, seconded by Councilmember McIntosh to, by consent minute action:

1. authorize the purchase of three new golf course green mowers for use by the Casper Municipal Golf Course of the Parks, Recreation, and Public Facilities Department;
2. authorize the purchase of one new one-ton 4x4 pickup with snow plow, dump bed, and accessories for use by the Weed and Pest Division of the Parks, Recreation, and Public Facilities Department; and,
3. authorize the purchase of one new 3000 ton per hour loader mounted snow blower for use by the Streets and Traffic Division of the Public Services Department.

Motion passed.

10. INTRODUCTION OF MEASURES AND PROPOSALS

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

11. ADJOURN INTO EXECUTIVE SESSION

At 6:20 p.m., it was moved Councilmember McIntosh, seconded by Councilmember Cathey, to adjourn into executive session to discuss personnel and litigation. Motion passed. Council moved into the Council Meeting Room.

At 7:55 p.m., it was moved by Councilmember Engebretsen, seconded by Councilmember Cathey to adjourn the executive session. Motion passed.

12. ADJOURNMENT

The meeting was opened to the public. At 7:55 p.m., it was moved by Councilmember Cathey, seconded by Councilmember McIntosh, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Meeting Room
October 25, 2022

1. ROLL CALL

Casper City Council met in special session at 7:09 p.m., Tuesday, October 25, 2022. Present: Councilmembers Cathey, Engebretsen, Gamroth, Pollock, Sutherland, Humphrey, McIntosh, Vice Mayor Knell, and Mayor Pacheco.

2. ADJOURN INTO EXECUTIVE SESSION

At 7:10 p.m., it was moved by Vice Mayor Knell, seconded by Councilmember Cathey, to adjourn into an executive session to discuss matters related to litigation. Motion passed.

At 8:02 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Sutherland, to adjourn the executive session. Motion passed.

3. ADJOURNMENT

The meeting was opened to the public. At 8:02 p.m. it was moved by Councilmember Cathey, seconded by Councilmember McIntosh, to, by minute action, adjourn the special meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for November 15, 2022

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Athletic Maint.	Backflow supply line leak at Crossroads	\$64.52
2530 - CPS DSTRBTRS	Parks - Athletic Maint.	Backflow supply line leak at Crossroads	\$130.01
<i>2530 - CPS DSTRBTRS - Total For Parks - Athletic Maint.</i>			<i>\$194.53</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Beech street irrigation parts	\$14.64
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Shovels for City Hall project	\$155.94
2530 - CPS DSTRBTRS	Parks - Parks Maint.	PVC Glue and fittings	\$51.64
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Backflow parts	\$53.36
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Conwell Lights	\$120.00
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$395.58</i>
2530 - CPS DSTRBTRS	Weed & Pest Fund	marking flags	\$31.67
<i>2530 - CPS DSTRBTRS - Total For Weed & Pest Fund</i>			<i>\$31.67</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$621.78

307 JANITORIAL LLC

307 JANITORIAL LLC	Buildings & Structures Fund	Cleaning service	\$4,143.07
<i>307 JANITORIAL LLC - Total For Buildings & Structures Fund</i>			<i>\$4,143.07</i>
307 JANITORIAL LLC - ALL DEPARTMENTS			\$4,143.07

307 WINDOWS LLC

307 WINDOWS LLC	Hogadon - Operations	CLEANING AND MAINTENANCE, JANITORIAL	\$1,049.00
<i>307 WINDOWS LLC - Total For Hogadon - Operations</i>			<i>\$1,049.00</i>
307 WINDOWS LLC - ALL DEPARTMENTS			\$1,049.00

4IMPRINT, INC

4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$97.77
4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$409.04
4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$364.35
<i>4IMPRINT, INC - Total For Metro Animal Shelter</i>			<i>\$871.16</i>
4IMPRINT, INC - ALL DEPARTMENTS			\$871.16

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	3" Rock	\$2,579.45
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			\$2,579.45
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$872.85
<i>71 CONSTRUCTION, INC - Total For Streets</i>			\$872.85
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$3,452.30

7-ELEVEN 39510

7-ELEVEN 39510	Police Career Services	AUTOMATED FUEL DISPENSERS	\$56.37
<i>7-ELEVEN 39510 - Total For Police Career Services</i>			\$56.37
7-ELEVEN 39510 - ALL DEPARTMENTS			\$56.37

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / mailing service	\$66.34
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			\$66.34
A.M.B.I. & SHIPPING,	City Attorney	Postage / mailing service	\$35.03
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			\$35.03
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$614.63
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			\$614.63
A.M.B.I. & SHIPPING,	Engineering	Postage / mailing service	\$24.98
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$24.98
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$13.29
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$13.29
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage / mailing service	\$1.34
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			\$1.34
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$755.61

ABLE CARD (MOTO)

ABLE CARD (MOTO)	Hogadon - Operations	Season Pass blanks	\$347.10
<i>ABLE CARD (MOTO) - Total For Hogadon - Operations</i>			\$347.10
ABLE CARD (MOTO) - ALL DEPARTMENTS			\$347.10

ACZ LABORATORIES INC

ACZ LABORATORIES INC	WWTP Pretreatment	Various testing	\$301.50
ACZ LABORATORIES INC	WWTP Pretreatment	Various testing	\$861.00
<i>ACZ LABORATORIES INC - Total For WWTP Pretreatment</i>			<i>\$1,162.50</i>
ACZ LABORATORIES INC - ALL DEPARTMENTS			\$1,162.50

ADS WULDCGF2A2

ADS WULDCGF2A2	Hogadon - Operations	FB boost	\$4.25
<i>ADS WULDCGF2A2 - Total For Hogadon - Operations</i>			<i>\$4.25</i>
ADS WULDCGF2A2 - ALL DEPARTMENTS			\$4.25

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$422.80
AIRGAS USA LLC	Balefill - Disposal & Landfill	Gloves	\$123.39
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$546.19</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Latex gloves	\$334.60
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			<i>\$334.60</i>
AIRGAS USA LLC	Refuse - Recycling	Gloves	\$257.84
<i>AIRGAS USA LLC - Total For Refuse - Recycling</i>			<i>\$257.84</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$1,138.63

ALBERTSONS #0062

ALBERTSONS #0062	Buildings & Structures Fund	Repair supplies for Ice Arena - Albertsons	\$11.00
<i>ALBERTSONS #0062 - Total For Buildings & Structures Fund</i>			<i>\$11.00</i>
ALBERTSONS #0062	Parks - Parks Maint.	GROCERY STORES, SUPERMARKETS	\$34.47
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$34.47</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$45.47

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$94.00
ALSCO	Balefill - Disposal & Landfill	Laundry service	(\$6.00)
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$94.00
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$358.46</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$164.40</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	Regional Water Operations	Professional Laundry Services	\$158.06
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$158.06</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$55.82
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$55.82
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$111.64</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.92
<i>ALSCO - Total For Streets</i>			<i>\$534.12</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$138.30
ALSCO	WWTP Operations	Professional Laundry Services	\$143.44
<i>ALSCO - Total For WWTP Operations</i>			<i>\$281.74</i>
ALSCO - ALL DEPARTMENTS			\$1,829.54

ALTITUDE VETERINARY

ALTITUDE VETERINARY	Metro Animal Shelter	Veterinary services	\$127.00
<i>ALTITUDE VETERINARY - Total For Metro Animal Shelter</i>			<i>\$127.00</i>
ALTITUDE VETERINARY - ALL DEPARTMENTS			\$127.00

AM SIGNAL, INC.

AM SIGNAL, INC.	Risk Management	2nd & Kimball Traffic Signal repairs	\$1,750.00
<i>AM SIGNAL, INC. - Total For Risk Management</i>			<i>\$1,750.00</i>
AM SIGNAL, INC. - ALL DEPARTMENTS			\$1,750.00

AMAZON.COM 144Z56KP0

AMAZON.COM 144Z56KP0	Police Administration	BOOK STORES	\$39.89
<i>AMAZON.COM 144Z56KP0 - Total For Police Administration</i>			<i>\$39.89</i>
AMAZON.COM 144Z56KP0 - ALL DEPARTMENTS			\$39.89

AMAZON.COM 1K29X82V1

AMAZON.COM 1K29X82V1	Police Investigations	BOOK STORES	\$691.99
<i>AMAZON.COM 1K29X82V1 - Total For Police Investigations</i>			<i>\$691.99</i>
AMAZON.COM 1K29X82V1 - ALL DEPARTMENTS			\$691.99

AMAZON.COM 1K68I7032

AMAZON.COM 1K68I7032	Police Investigations	BOOK STORES	\$47.90
<i>AMAZON.COM 1K68I7032 - Total For Police Investigations</i>			<i>\$47.90</i>
AMAZON.COM 1K68I7032 - ALL DEPARTMENTS			\$47.90

AMAZON.COM H08044B51

AMAZON.COM H08044B51	Regional Water Operations	Lightbulbs for Lab Light - Lab Supplies	\$177.41
<i>AMAZON.COM H08044B51 - Total For Regional Water Operations</i>			<i>\$177.41</i>
AMAZON.COM H08044B51 - ALL DEPARTMENTS			\$177.41

AMAZON.COM HT2QV4BC0

AMAZON.COM HT2QV4BC0	Police Investigations	BOOK STORES	\$59.96
<i>AMAZON.COM HT2QV4BC0 - Total For Police Investigations</i>			<i>\$59.96</i>
AMAZON.COM HT2QV4BC0 - ALL DEPARTMENTS			\$59.96

AMAZON.COM HT5464U72

AMAZON.COM HT5464U72	Police Investigations	BOOK STORES	\$413.10
<i>AMAZON.COM HT5464U72 - Total For Police Investigations</i>			<i>\$413.10</i>
AMAZON.COM HT5464U72 - ALL DEPARTMENTS			\$413.10

AMERICAN PLANNING A

AMERICAN PLANNING A	Community Development	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$641.00
<i>AMERICAN PLANNING A - Total For Community Development</i>			<i>\$641.00</i>
AMERICAN PLANNING A - ALL DEPARTMENTS			\$641.00

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certifications	\$82.00
<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			<i>\$82.00</i>
AMERICAN RED CROSS - ALL DEPARTMENTS			\$82.00

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	City Manager	O & E Report - Washington Report	\$600.00
<i>AMERICAN TITLE AGENC - Total For City Manager</i>			<i>\$600.00</i>
AMERICAN TITLE AGENC - ALL DEPARTMENTS			\$600.00

AMERICAN WATER COLLE

AMERICAN WATER COLLE	WWTP Operations	Training	\$149.99
<i>AMERICAN WATER COLLE - Total For WWTP Operations</i>			<i>\$149.99</i>
AMERICAN WATER COLLE - ALL DEPARTMENTS			\$149.99

AMERICANA SOUVENIERS

AMERICANA SOUVENIERS	General Fund Revenue	Toys for resale in museum store	\$329.11
<i>AMERICANA SOUVENIERS - Total For General Fund Revenue</i>			<i>\$329.11</i>
AMERICANA SOUVENIERS - ALL DEPARTMENTS			\$329.11

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Residential	Cylinder for packer	\$5,333.97
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$5,333.97</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$5,333.97

AMZN DIGITAL

AMZN DIGITAL	Fleet Maintenance Fund	CREDIT, UNAUTHORIZED PURCHASE	(\$8.99)
AMZN DIGITAL	Fleet Maintenance Fund	UNAUTHORIZED PURCHASE, WILL ISSUE CRE	\$9.99
AMZN DIGITAL	Fleet Maintenance Fund	UNAUTHORIZED PURCHASE, CREDIT ISSUED	\$8.99

AMZN DIGITAL - Total For Fleet Maintenance Fund \$9.99

AMZN DIGITAL - ALL DEPARTMENTS \$9.99

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Computer Speakers	\$46.99
AMZN Mktp US	Aquatics - Operations	Bins,DEBoard,Cable Clips,Wall Hooks, Pencil,	\$266.43

AMZN Mktp US - Total For Aquatics - Operations \$313.42

AMZN Mktp US	Balefill - Disposal & Landfill	headset for scale house phone	\$239.00
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AMZN Mktp US - Total For Balefill - Disposal & Landfill \$239.00

AMZN Mktp US	Hogadon - Operations	Lift Evacuation equipment	\$39.90
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AMZN Mktp US	Hogadon - Operations	Lift Evacuation equipment	\$170.84
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AMZN Mktp US	Hogadon - Operations	Lift evacuation Equipment	\$71.72
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AMZN Mktp US - Total For Hogadon - Operations \$282.46

AMZN Mktp US	Ice Arena - Concessions	CONCESSIONS - Nacho Trays	\$158.30
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AMZN Mktp US	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$95.67
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AMZN Mktp US	Ice Arena - Concessions	CONCESSIONS - Nacho Cheese	\$379.80
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AMZN Mktp US - Total For Ice Arena - Concessions \$633.77

AMZN Mktp US	Ice Arena - Operations	Multiple Stereo Pairs for Sound System -RCA	\$57.96
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AMZN Mktp US - Total For Ice Arena - Operations \$57.96

AMZN Mktp US	Parks - Athletic Maint.	Sports Coordinator Wall Calendar/Aquatics C	\$47.54
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AMZN Mktp US	Parks - Athletic Maint.	Athletics Supervisor Wall Calendar	\$31.99
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AMZN Mktp US - Total For Parks - Athletic Maint. \$79.53

AMZN Mktp US	Parks - Parks Maint.	Ink toner, soap,fertilizer	\$419.60
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AMZN Mktp US	Parks - Parks Maint.	Irrigation base	\$341.97
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AMZN Mktp US - Total For Parks - Parks Maint. \$761.57

AMZN Mktp US	Police Administration	BOOK STORES	\$296.95
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AMZN Mktp US	Police Administration	BOOK STORES	(\$25.98)
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AMZN Mktp US	Police Administration	BOOK STORES	\$39.03
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AMZN Mktp US	Police Administration	BOOK STORES	\$29.99
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AMZN Mktp US	Police Administration	BOOK STORES	\$54.76
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AMZN Mktp US	Police Administration	BOOK STORES	\$19.59
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$414.34</i>
AMZN Mktp US	Police Investigations	BOOK STORES	\$39.18
AMZN Mktp US	Police Investigations	BOOK STORES	\$152.91
<i>AMZN Mktp US - Total For Police Investigations</i>			<i>\$192.09</i>
AMZN Mktp US	Rec Center - Admin	Rec Admin Printer Cleaning Sheets/Double Si	\$41.93
AMZN Mktp US	Rec Center - Admin	Rec Admin Refund for Printer Cleaning Sheet	(\$13.95)
AMZN Mktp US	Rec Center - Admin	Sports Coordinator Wall Calendar/Aquatics C	\$47.54
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$75.52</i>
AMZN Mktp US	Rec Center - Operations	Legal pads for CMW; double sided tapes for s	\$42.82
AMZN Mktp US	Rec Center - Operations	Rec Admin Printer Cleaning Sheets/Double Si	\$8.90
AMZN Mktp US	Rec Center - Operations	deposit bags for CRC	\$24.89
AMZN Mktp US	Rec Center - Operations	Legal pads for CMW; double sided tapes for s	\$249.06
AMZN Mktp US	Rec Center - Operations	Tool Kit/Wallpaper; Desk Calendar CRC	\$21.25
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$346.92</i>
AMZN Mktp US	Rec Center - Special Program	Fall Carnival; CRF Special Program	\$13.38
AMZN Mktp US	Rec Center - Special Program	Fall Carnival CRF Tea Light Candles	\$16.11
AMZN Mktp US	Rec Center - Special Program	CRF Special Program Fall Carnival; decoration	\$48.61
AMZN Mktp US	Rec Center - Special Program	Fall Carnival Decorations, Supplies CRF Speci	\$393.60
<i>AMZN Mktp US - Total For Rec Center - Special Programs</i>			<i>\$471.70</i>
AMZN Mktp US	Regional Water Operations	Deionized Water - Lab Supplies	\$22.98
<i>AMZN Mktp US - Total For Regional Water Operations</i>			<i>\$22.98</i>
AMZN Mktp US	Water Distribution	Delta Diamond Cougar Saw Blade - Other Ma	\$174.95
AMZN Mktp US	Water Distribution	Delta Diamond Cougar Saw Blade - Other Ma	\$144.95
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$319.90</i>
AMZN Mktp US - ALL DEPARTMENTS			\$4,211.16

APPLE COMPUTER, INC.

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

APPLIED CONTROL EQUI

APPLIED CONTROL EQUI	WWTP Operations	Actuator	\$1,713.42
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APPLIED CONTROL EQUI	WWTP Operations	Actuator	\$1,713.42
APPLIED CONTROL EQUI	WWTP Operations	Actuator	\$1,713.42
APPLIED CONTROL EQUI	WWTP Operations	Actuator	\$1,713.42
<i>APPLIED CONTROL EQUI - Total For WWTP Operations</i>			<i>\$6,853.68</i>
APPLIED CONTROL EQUI - ALL DEPARTMENTS			\$6,853.68

ARBYS 5439

ARBYS 5439	Sewer Administration	FAST FOOD RESTAURANTS	\$9.42
<i>ARBYS 5439 - Total For Sewer Administration</i>			<i>\$9.42</i>
ARBYS 5439 - ALL DEPARTMENTS			\$9.42

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Scheduled Maintenance - Filter Change	\$203.75
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Scheduled Maintenance	\$180.00
<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			<i>\$383.75</i>
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$383.75

AT & T CORP

AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$645.60
<i>AT & T CORP - Total For Fire-EMS Administration</i>			<i>\$645.60</i>
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$113.02
<i>AT & T CORP - Total For Public Safety Communications</i>			<i>\$113.02</i>
AT & T CORP	Sewer Wastewater Collection	Acct #287295228508	\$160.16
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT & T CORP - Total For Streets</i>			<i>\$200.20</i>
AT & T CORP - ALL DEPARTMENTS			\$1,118.98

ATLANTA AIRPORT

ATLANTA AIRPORT	Community Development	FAST FOOD RESTAURANTS	\$22.50
<i>ATLANTA AIRPORT - Total For Community Development</i>			<i>\$22.50</i>
ATLANTA AIRPORT - ALL DEPARTMENTS			\$22.50

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$395.78
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$109.50
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$23.69
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$11.82
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$37.42
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$578.21
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$286.65
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$455.40
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$742.05
ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Office chair repair work - Atlas Office Produc	\$30.00
<i>ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund</i>			\$30.00
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$99.98
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$14.27
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$30.00
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$144.25
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$36.52
<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			\$36.52
ATLAS OFFICE PRODUCT	Engineering	Ink Cartridge for Printer	\$512.98
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			\$512.98
ATLAS OFFICE PRODUCT	Human Resources	Credit for returned item-glass monitor riser	(\$34.94)
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			(\$34.94)
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$336.86
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$331.47
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$328.45
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$1,055.34
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$2,031.91
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$1,129.17
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$851.38
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$3,369.42
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$900.52
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$334.66
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$234.70
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$286.13
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$117.35

ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$299.75
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$245.62
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$896.04
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$246.21
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$693.99
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$487.34
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$271.69
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$1,348.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$270.55
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$16,066.55</i>
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$119.44
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$233.38
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			<i>\$352.82</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$11.41
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$11.41</i>
ATLAS OFFICE PRODUCT	Sewer Administration	Ink Cartridge for Printer	\$28.50
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			<i>\$28.50</i>
ATLAS OFFICE PRODUCT	Water Administration	Ink Cartridge for Printer	\$28.50
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			<i>\$28.50</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$18,496.85

ATLAS REPRODUCTION

ATLAS REPRODUCTION	City Council	Printing / laminating service	\$251.20
<i>ATLAS REPRODUCTION - Total For City Council</i>			<i>\$251.20</i>
ATLAS REPRODUCTION	Community Development	Printing/Laminating Service-Public Notice Po	\$51.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$51.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$302.20

AUTODESK INC

AUTODESK INC	Sewer Wastewater Collection INFOSWMM support program		\$3,340.00
<i>AUTODESK INC - Total For Sewer Wastewater Collection</i>			<i>\$3,340.00</i>
AUTODESK INC - ALL DEPARTMENTS			\$3,340.00

B2B Prime 1K6NZ7F32

B2B Prime 1K6NZ7F32	Police Administration	CONTINUITY/SUBSCRIPTION MERCHANTS	\$179.00
<i>B2B Prime 1K6NZ7F32 - Total For Police Administration</i>			<i>\$179.00</i>
B2B Prime 1K6NZ7F32 - ALL DEPARTMENTS			\$179.00

BACKFLOW APPARATUS &

BACKFLOW APPARATUS &	Buildings & Structures Fund	Fire Sprinkler repair supplies for Marathon B	\$51.80
<i>BACKFLOW APPARATUS & - Total For Buildings & Structures Fund</i>			<i>\$51.80</i>
BACKFLOW APPARATUS & - ALL DEPARTMENTS			\$51.80

BADGER METER INC

BADGER METER INC	Water Meters	Cell / communication service - Oct. 2022	\$162.87
<i>BADGER METER INC - Total For Water Meters</i>			<i>\$162.87</i>
BADGER METER INC - ALL DEPARTMENTS			\$162.87

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Tie down ratchet straps	\$23.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$23.99</i>
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Furnace filters	\$17.97
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Spray paint	\$61.09
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			<i>\$79.06</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$103.05

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC repair supplies for Cemetery - Baileys	\$4.59
BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Bailey	\$8.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$55.92
BAILEYS ACE HDWE	Buildings & Structures Fund	Key tags for BAS - Baileys Ace	\$7.59
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$28.98
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$106.07</i>
BAILEYS ACE HDWE	Fleet Maintenance Fund	151572 WATER SOFTNER (14) 40#	\$111.86
<i>BAILEYS ACE HDWE - Total For Fleet Maintenance Fund</i>			<i>\$111.86</i>

BAILEYS ACE HDWE	Parks - Parks Maint.	light ribbon	\$5.18
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$5.18</i>
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$3.99
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$3.99
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			<i>\$7.98</i>
BAILEYS ACE HDWE	Weed & Pest Fund	mouse traps	\$15.96
BAILEYS ACE HDWE	Weed & Pest Fund	keys	\$7.77
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			<i>\$23.73</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$254.82

BAM BLINDS INC

BAM BLINDS INC	Balefill - Disposal & Landfill	Roller & Screen Shades / Blinds	\$1,449.25
<i>BAM BLINDS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,449.25</i>
BAM BLINDS INC - ALL DEPARTMENTS			\$1,449.25

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Property Insurance Fund	CRC Digital Sign Replacement Claim 2022052	\$10,790.00
<i>BAR-D SIGNS, INC. - Total For Property Insurance Fund</i>			<i>\$10,790.00</i>
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$10,790.00

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$154.84
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$154.84</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$154.84

BEST BUY

BEST BUY	Fire-EMS Prevent & Inspect	iPad Keyboard	\$349.00
<i>BEST BUY - Total For Fire-EMS Prevent & Inspect</i>			<i>\$349.00</i>
BEST BUY - ALL DEPARTMENTS			\$349.00

BEYOND THE WOK

BEYOND THE WOK	Water Meters	Dinner 10/17 Neptune Meter Training - Trav	\$21.48
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<i>BEYOND THE WOK - Total For Water Meters</i>			\$21.48
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BEYOND THE WOK - ALL DEPARTMENTS			\$21.48
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BIG HORN TIRE

BIG HORN TIRE	Fleet Maintenance Fund	Service Call / Flat Repair	\$130.00
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<i>BIG HORN TIRE - Total For Fleet Maintenance Fund</i>			\$130.00
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BIG HORN TIRE - ALL DEPARTMENTS			\$130.00
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BLACK HILLS ENERGY

BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$572.67
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BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$104.96
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<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			\$677.63
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BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$33.99
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<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$33.99
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BLACK HILLS ENERGY - ALL DEPARTMENTS			\$711.62
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BLAKEMAN PROPANE

BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$63.00
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BLAKEMAN PROPANE	Hogadon - Operations	Tank rental	\$144.00
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BLAKEMAN PROPANE	Hogadon - Operations	Tank rental	\$144.00
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<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			\$351.00
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BLAKEMAN PROPANE - ALL DEPARTMENTS			\$351.00
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BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$23.84
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<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			\$23.84
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Snow fence tools	\$74.37
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<i>BLOEDORN LUMBER CO - Total For Parks - Parks Maint.</i>			\$74.37
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BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$98.21
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BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	1% #16 Funding Boys & Girls Cl	\$14,372.75
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BOYS & GIRLS CLUBS O - Total For Capital Projects Fund \$14,372.75

BOYS & GIRLS CLUBS O - ALL DEPARTMENTS \$14,372.75

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN Regional Water Operations Ammonium Hydroxide \$17,635.72

BRENNTAG PACIFIC, IN - Total For Regional Water Operations \$17,635.72

BRENNTAG PACIFIC, IN - ALL DEPARTMENTS \$17,635.72

BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC Community Development Mowing service \$80.96

BRIAN'S GO TO SERVIC Community Development Mowing service \$142.33

BRIAN'S GO TO SERVIC Community Development Mowing service \$85.87

BRIAN'S GO TO SERVIC Community Development Mowing service \$96.77

BRIAN'S GO TO SERVIC Community Development Mowing service \$381.78

BRIAN'S GO TO SERVIC Community Development Mowing service \$107.50

BRIAN'S GO TO SERVIC Community Development Mowing service \$88.16

BRIAN'S GO TO SERVIC Community Development Mowing service \$124.80

BRIAN'S GO TO SERVIC Community Development Mowing service \$154.14

BRIAN'S GO TO SERVIC Community Development Mowing service \$121.28

BRIAN'S GO TO SERVIC Community Development Mowing service \$107.33

BRIAN'S GO TO SERVIC - Total For Community Development \$1,490.92

BRIAN'S GO TO SERVIC - ALL DEPARTMENTS \$1,490.92

BRINDLE CREEK LLC

BRINDLE CREEK LLC River Riparian & Upland Area Riparian vegetation plan/RFP/ \$4,050.00

BRINDLE CREEK LLC - Total For River Riparian & Upland Areas \$4,050.00

BRINDLE CREEK LLC - ALL DEPARTMENTS \$4,050.00

BUFFALO WILD WINGS

BUFFALO WILD WINGS Water Administration Meal - SLIB Meeting \$13.17

BUFFALO WILD WINGS - Total For Water Administration \$13.17

BUFFALO WILD WINGS - ALL DEPARTMENTS \$13.17

BURGERFI-AUBURN

BURGERFI-AUBURN	Water Meters	Dinner 10/18 Neptune Meter Training - Trav	\$20.57
<i>BURGERFI-AUBURN - Total For Water Meters</i>			<i>\$20.57</i>
BURGERFI-AUBURN - ALL DEPARTMENTS			\$20.57

BUSBY INDUSTRIES INC

BUSBY INDUSTRIES INC	WWTP Operations	Remanufactured Lamson blower	\$19,750.00
<i>BUSBY INDUSTRIES INC - Total For WWTP Operations</i>			<i>\$19,750.00</i>
BUSBY INDUSTRIES INC - ALL DEPARTMENTS			\$19,750.00

CALIBER HOLDINGS LLC

CALIBER HOLDINGS LLC	Fleet Maintenance Fund	Auto body repair	\$300.00
CALIBER HOLDINGS LLC	Fleet Maintenance Fund	Auto body repair	\$4,643.00
<i>CALIBER HOLDINGS LLC - Total For Fleet Maintenance Fund</i>			<i>\$4,943.00</i>
CALIBER HOLDINGS LLC - ALL DEPARTMENTS			\$4,943.00

CASPER AREA ECONOMIC

CASPER AREA ECONOMIC	City Council	Sustainable Strategies Consulting	\$10,000.00
<i>CASPER AREA ECONOMIC - Total For City Council</i>			<i>\$10,000.00</i>
CASPER AREA ECONOMIC - ALL DEPARTMENTS			\$10,000.00

CASPER DRY CLEANERS

CASPER DRY CLEANERS	Police Administration	DRY CLEANERS	\$46.80
<i>CASPER DRY CLEANERS - Total For Police Administration</i>			<i>\$46.80</i>
CASPER DRY CLEANERS - ALL DEPARTMENTS			\$46.80

CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	WWTP Operations	Doors	\$435.99
<i>CASPER MOUNTAIN MOTO - Total For WWTP Operations</i>			<i>\$435.99</i>
CASPER MOUNTAIN MOTO - ALL DEPARTMENTS			\$435.99

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE	City Clerk	NEWS DEALERS AND NEWSSTANDS	\$5,143.32
<i>CASPER STAR TRIBUNE - Total For City Clerk</i>			<i>\$5,143.32</i>
CASPER STAR TRIBUNE	Fire-EMS Administration	Advertisement for Access Control RFP	\$154.08
<i>CASPER STAR TRIBUNE - Total For Fire-EMS Administration</i>			<i>\$154.08</i>
CASPER STAR TRIBUNE - ALL DEPARTMENTS			\$5,297.40

CASPER TIRE

CASPER TIRE	Balefill - Disposal & Landfill	Flat repair	\$40.00
<i>CASPER TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$40.00</i>
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$20.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$1,410.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$1,690.00
CASPER TIRE	Fleet Maintenance Fund	Tires	\$450.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$3,570.00</i>
CASPER TIRE	Refuse - Commercial	Used tire	\$150.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$240.00</i>
CASPER TIRE	Refuse - Recycling	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$90.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$35.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$350.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$4,245.00

CASPER WINAIR SUPPLY

CASPER WINAIR SUPPLY	Buildings & Structures Fund	HVAC repair supplies for Cemetery - Winair	\$106.49
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CASPER WINAIR SUPPLY - Total For Buildings & Structures Fund \$106.49

CASPER WINAIR SUPPLY - ALL DEPARTMENTS \$106.49

CASPER WINNELSON CO

CASPER WINNELSON CO Buildings & Structures Fund Plumbing repair supplies for Fire Station 3 - \$42.07

CASPER WINNELSON CO Buildings & Structures Fund HVAC Repair supplies for City Hall - Winnelso \$73.09

CASPER WINNELSON CO Buildings & Structures Fund Plumbing repair supplies for Fire Station 1 - \$28.01

CASPER WINNELSON CO - Total For Buildings & Structures Fund \$143.17

CASPER WINNELSON CO Parks - Athletic Maint. Backflow supply line leak at Crossroads \$67.79

CASPER WINNELSON CO Parks - Athletic Maint. Backflow supply line leak at Crossroads \$147.50

CASPER WINNELSON CO - Total For Parks - Athletic Maint. \$215.29

CASPER WINNELSON CO Parks - Parks Maint. Parts for blowout Mike Sedar \$122.82

CASPER WINNELSON CO Parks - Parks Maint. Backflow parts \$52.79

CASPER WINNELSON CO Parks - Parks Maint. Backflow testing ports \$45.06

CASPER WINNELSON CO - Total For Parks - Parks Maint. \$220.67

CASPER WINNELSON CO - ALL DEPARTMENTS \$579.13

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT Police Career Services AUTOMOBILE PARKING LOTS AND GARAGES \$36.00

CASPER/NATRONA COUNT Police Career Services AUTOMOBILE PARKING LOTS AND GARAGES \$30.00

CASPER/NATRONA COUNT - Total For Police Career Services \$66.00

CASPER/NATRONA COUNT - ALL DEPARTMENTS \$66.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL Water Administration Wholesale Water - October 2022 \$460,145.19

CENTRAL WY. REGIONAL - Total For Water Administration \$460,145.19

CENTRAL WY. REGIONAL Water Revenue and Transfers System Investment Charges - October 2022 \$6,729.00

CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers \$6,729.00

CENTRAL WY. REGIONAL - ALL DEPARTMENTS \$466,874.19

CENTURYLINK

CENTURYLINK Balefill - Disposal & Landfill Acct #307-265-4035 606B \$79.32

CENTURYLINK - Total For Balefill - Disposal & Landfill \$79.32

CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$44.06
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$44.06</i>
CENTURYLINK	Casper Business Center	Acct #307-577-0851 167B	\$65.68
<i>CENTURYLINK - Total For Casper Business Center</i>			<i>\$65.68</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,233.04
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,233.04</i>
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$47.98
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$47.98</i>
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$418.97
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$418.97</i>
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$303.75
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,124.15
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,427.90</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$82.61
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$82.61</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,128.36
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,797.15
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,797.15
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$4,722.66</i>
CENTURYLINK - ALL DEPARTMENTS			\$18,122.22

CHALK BUTTES LANDSCA

CHALK BUTTES LANDSCA	Capital Projects Fund	2022 Highland Park Cemetery Ir	\$52,350.83
<i>CHALK BUTTES LANDSCA - Total For Capital Projects Fund</i>			<i>\$52,350.83</i>
CHALK BUTTES LANDSCA	Water Revenue and Transfers	Contract Retainage - Contract #23300009	\$2,755.31
<i>CHALK BUTTES LANDSCA - Total For Water Revenue and Transfers</i>			<i>\$2,755.31</i>
CHALK BUTTES LANDSCA - ALL DEPARTMENTS			\$55,106.14

CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Court Appointed Attorney - Municipal Court	\$2,000.00
<i>CHAPMAN VALDEZ & LAN - Total For City Manager</i>			<i>\$2,000.00</i>
CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS			\$2,000.00

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$168.26
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$168.26</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$168.26

CHEYENNE STAYBRIDGE

CHEYENNE STAYBRIDGE	Sewer Administration	STAYBRIDGE SUITES	\$166.40
<i>CHEYENNE STAYBRIDGE - Total For Sewer Administration</i>			<i>\$166.40</i>
CHEYENNE STAYBRIDGE - ALL DEPARTMENTS			\$166.40

CHICK-FIL-A #04420

CHICK-FIL-A #04420	Risk Management	FAST FOOD RESTAURANTS	\$11.10
<i>CHICK-FIL-A #04420 - Total For Risk Management</i>			<i>\$11.10</i>
CHICK-FIL-A #04420 - ALL DEPARTMENTS			\$11.10

Cinco Mexican Cantin

Cinco Mexican Cantin	Community Development	EATING PLACES, RESTAURANTS	\$18.58
<i>Cinco Mexican Cantin - Total For Community Development</i>			<i>\$18.58</i>
Cinco Mexican Cantin - ALL DEPARTMENTS			\$18.58

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Street Cut Permit Refund	\$60.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			<i>\$60.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$60.00

CITY OF CASPER

CITY OF CASPER	Balefill - Baler Processing	UTILITIES-ELEC/GAS/HEAT OIL/SANITARY/WT	\$700.00
<i>CITY OF CASPER - Total For Balefill - Baler Processing</i>			<i>\$700.00</i>
CITY OF CASPER	Balefill - Disposal & Landfill	Passenger tire disposal	\$6.50
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$6.50</i>
CITY OF CASPER	Golf - Operations	Hogadon and Golf Liquor Lisc.	\$108.50

<i>CITY OF CASPER - Total For Golf - Operations</i>			<i>\$108.50</i>
CITY OF CASPER	Hogadon - Operations	Hogadon and Golf Liquor Lisc.	\$1,508.50
CITY OF CASPER	Hogadon - Operations	Pickup Landfill	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$1,528.50</i>
CITY OF CASPER	Public Transit - CARES Act	Fuel Charge / Workorder Charge - Septembe	\$19,904.67
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$19,904.67</i>
CITY OF CASPER	Public Transit - Operations	Fuel Charge / Workorder Charge - Septembe	\$31,281.06
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$31,281.06</i>
CITY OF CASPER	Refuse - Residential	Garbage Baler/Park Trash/Newspaper & Car	\$7,815.42
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$517.32
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,876.40
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$7,271.12
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,006.54
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$6,779.18
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/newspaper & card	\$7,280.84
CITY OF CASPER	Refuse - Residential	Street Sweepings	\$919.08
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/newspaper & card	\$6,350.44
CITY OF CASPER	Refuse - Residential	Street Sweeping	\$2,266.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$6,370.94
CITY OF CASPER	Refuse - Residential	Garbage baler, public garbage, newspaper/c	\$6,459.23
CITY OF CASPER	Refuse - Residential	Street sweeping	\$8,271.72
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$6,590.18
CITY OF CASPER	Refuse - Residential	Balefill Pass Billing - October 2022	\$58,120.00
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$7,285.16
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$515.70
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$146,695.27</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$144.72
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$112.86
CITY OF CASPER	WWTP Operations	Pubic garbage	\$33.48
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$71.28
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$114.48
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$476.82</i>
CITY OF CASPER - ALL DEPARTMENTS			\$200,701.32

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$15,307.50
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$15,307.50</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$15,307.50

CMI INC

CMI INC	Police Administration	Intox, 500, Kit, W/Case	\$246.99
<i>CMI INC - Total For Police Administration</i>			<i>\$246.99</i>
CMI INC - ALL DEPARTMENTS			\$246.99

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$6,450.95
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$6,450.95</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$2,317.22
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$2,317.22</i>
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,954.06
CMI TECO, INC.	Refuse - Residential	side loader	\$267,087.00
CMI TECO, INC.	Refuse - Residential	Side marking lamps	\$279.66
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,730.30
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,629.83
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$587.65
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$130.09
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$277,398.59</i>
CMI TECO, INC.	Risk Management	Equipment repair	\$485.76
<i>CMI TECO, INC. - Total For Risk Management</i>			<i>\$485.76</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$286,652.52

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$153.16
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$153.16</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$153.16

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery	\$16.50
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COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill \$16.50

COCA COLA BOTTLING C - ALL DEPARTMENTS \$16.50

COLOR WORLD

COLOR WORLD Hogadon - Operations Trail Maps \$482.57

COLOR WORLD - Total For Hogadon - Operations \$482.57

COLOR WORLD - ALL DEPARTMENTS \$482.57

COMMUNICATION TECHNO

COMMUNICATION TECHNO Capital Projects Fund Equipment for 6 marked SUVs \$5,982.00

COMMUNICATION TECHNO - Total For Capital Projects Fund \$5,982.00

COMMUNICATION TECHNO Fire-EMS Administration Docking station for E6 \$1,175.63

COMMUNICATION TECHNO - Total For Fire-EMS Administration \$1,175.63

COMMUNICATION TECHNO Fire-EMS Operations Brush 2 Opticom and MDT Install \$3,052.00

COMMUNICATION TECHNO Fire-EMS Operations Radio Repair for E3 \$1,210.00

COMMUNICATION TECHNO Fire-EMS Operations New Engine 2 Docking Station and Power Su \$1,446.23

COMMUNICATION TECHNO Fire-EMS Operations Radio repair on E2 \$1,210.00

COMMUNICATION TECHNO Fire-EMS Operations Radio repair on Engine 3-2 \$222.50

COMMUNICATION TECHNO Fire-EMS Operations Radio repair on E6 \$1,210.00

COMMUNICATION TECHNO Fire-EMS Operations Radio repair for Engine2-2 \$165.00

COMMUNICATION TECHNO - Total For Fire-EMS Operations \$8,515.73

COMMUNICATION TECHNO Fleet Maintenance Fund Installation of used radio \$464.90

COMMUNICATION TECHNO - Total For Fleet Maintenance Fund \$464.90

COMMUNICATION TECHNO Metro Animal Control Electrical troubleshooting \$103.00

COMMUNICATION TECHNO Metro Animal Control Connector & breaker repair \$86.50

COMMUNICATION TECHNO - Total For Metro Animal Control \$189.50

COMMUNICATION TECHNO Police Administration Body camera dock change out \$51.50

COMMUNICATION TECHNO Police Administration Auxiliary battery bypass \$110.00

COMMUNICATION TECHNO Police Administration Window switch replacement \$210.00

COMMUNICATION TECHNO Police Administration Installation of map light \$51.50

COMMUNICATION TECHNO Police Administration Remove / replace speaker \$353.00

COMMUNICATION TECHNO - Total For Police Administration \$776.00

COMMUNICATION TECHNO Public Safety Communication Antenna, tower/ground labor & shipping \$3,891.00

COMMUNICATION TECHNO - Total For Public Safety Communications \$3,891.00

COMMUNICATION TECHNO	Refuse - Residential	Installation of safety lights	\$5,297.35
COMMUNICATION TECHNO	Refuse - Residential	Installation of two-way radio	\$202.00
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			\$5,499.35
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$26,494.11

COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	Equipment repair / service	\$982.46
<i>COMPRESSION LEASING - Total For Balefill - Disposal & Landfill</i>			\$982.46
COMPRESSION LEASING	Golf - Operations	Compressor rental - 10/19/22 to 11/01/22	\$988.57
<i>COMPRESSION LEASING - Total For Golf - Operations</i>			\$988.57
COMPRESSION LEASING	Parks - Athletic Maint.	Compressor rental - 10/19/22 to 11/01/22	\$1,300.75
<i>COMPRESSION LEASING - Total For Parks - Athletic Maint.</i>			\$1,300.75
COMPRESSION LEASING	Parks - Parks Maint.	Compressor rental - 10/19/22 to 11/01/22	\$2,913.68
<i>COMPRESSION LEASING - Total For Parks - Parks Maint.</i>			\$2,913.68
COMPRESSION LEASING	Refuse - Residential	Equipment repair / service	\$982.46
<i>COMPRESSION LEASING - Total For Refuse - Residential</i>			\$982.46
COMPRESSION LEASING - ALL DEPARTMENTS			\$7,167.92

COMTRONIX, INC.

COMTRONIX, INC.	Public Transit - Operations	Alarm monitoring & radio service	\$56.00
<i>COMTRONIX, INC. - Total For Public Transit - Operations</i>			\$56.00
COMTRONIX, INC. - ALL DEPARTMENTS			\$56.00

CONVERGEONE

CONVERGEONE	Information Services	Professional services	\$122.50
<i>CONVERGEONE - Total For Information Services</i>			\$122.50
CONVERGEONE	Police Administration	New Phones	\$452.04
<i>CONVERGEONE - Total For Police Administration</i>			\$452.04
CONVERGEONE - ALL DEPARTMENTS			\$574.54

Core & Main

Core & Main	Water Meters	4- 2" Neptune Meters	\$1,272.50
<i>Core & Main - Total For Water Meters</i>			\$1,272.50

Core & Main - ALL DEPARTMENTS

\$1,272.50

CP ATLANTA PERIMETER

CP ATLANTA PERIMETER	Community Development	CROWNE PLAZA HOTELS	\$893.36
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<i>CP ATLANTA PERIMETER - Total For Community Development</i>			\$893.36
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CP ATLANTA PERIMETER - ALL DEPARTMENTS

\$893.36

CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Balefill - Disposal & Landfill	Pump & control box	\$1,527.08
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<i>CPS DISTRIBUTORS, IN - Total For Balefill - Disposal & Landfill</i>			\$1,527.08
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CPS DISTRIBUTORS, IN - ALL DEPARTMENTS

\$1,527.08

CPU IIT

CPU IIT	City Attorney	Computer, Monitors, Docking Station, DVD	\$63.00
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<i>CPU IIT - Total For City Attorney</i>			\$63.00
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CPU IIT	Hogadon - Operations	Replacement computers	\$3,094.00
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<i>CPU IIT - Total For Hogadon - Operations</i>			\$3,094.00
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CPU IIT	Ice Arena - Operations	Computer Replacements	\$3,488.00
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<i>CPU IIT - Total For Ice Arena - Operations</i>			\$3,488.00
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CPU IIT	Police Administration	Technology Items (computers, software, and	\$290.00
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<i>CPU IIT - Total For Police Administration</i>			\$290.00
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CPU IIT	Rec Center - Admin	Computer Replacements	\$872.00
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<i>CPU IIT - Total For Rec Center - Admin</i>			\$872.00
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CPU IIT	Rec Center - Operations	Computer Replacements	\$5,232.00
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<i>CPU IIT - Total For Rec Center - Operations</i>			\$5,232.00
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CPU IIT	Regional Water Operations	Computer Replacements	\$1,744.00
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<i>CPU IIT - Total For Regional Water Operations</i>			\$1,744.00
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CPU IIT - ALL DEPARTMENTS

\$14,783.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Electrical repair supplies for Baler Building - C	\$35.12
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CRESCENT ELECTRIC SU	Buildings & Structures Fund	Lighting supplies for City Hall - Crescent	\$74.27
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<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			\$109.39
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CRESCENT ELECTRIC SU - ALL DEPARTMENTS

\$109.39

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Highland Park Storm Sewer Repl	\$23,197.81
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<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			\$23,197.81
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CROWN CONSTRUCTION L - ALL DEPARTMENTS

\$23,197.81

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Electrical repair supplies for Fire Station 3 - C	\$30.72
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for City Hall - Crum	\$24.26
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for City Hall - Crum	\$114.02
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Transit Office - Cr	\$40.22
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Transit Office - Cr	\$168.35
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Return of electrical repair supplies for Fire St	(\$42.27)
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for Fire Department - Crum	\$119.46
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<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			\$454.76
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CRUM ELECTRIC SUPPLY	Regional Water Operations	Parts for Stock & Repair Well House Switches	\$228.86
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CRUM ELECTRIC SUPPLY	Regional Water Operations	Decant Project and Stock Parts - Machinery S	\$69.45
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CRUM ELECTRIC SUPPLY	Regional Water Operations	Parts for Stock & Parts to Repair Decant Con	\$21.90
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<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			\$320.21
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CRUM ELECTRIC SUPPLY	RWS - Booster Stations	Extra Relays for Pioneer Booster - Booster Su	\$61.49
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<i>CRUM ELECTRIC SUPPLY - Total For RWS - Booster Stations</i>			\$61.49
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CRUM ELECTRIC SUPPLY	WWTP Operations	Lamps	\$30.99
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<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			\$30.99
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CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS

\$867.45

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Regional Water Operations	Gasket	\$29.00
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<i>DANA KEPNER CO. OF W - Total For Regional Water Operations</i>			\$29.00
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DANA KEPNER CO. OF W - ALL DEPARTMENTS

\$29.00

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	2" SS Insert - Water & Sewerline Materials	\$49.80
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<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$49.80</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$49.80

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police Federal Grants	DAYS INNS	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police Federal Grants</i>			<i>\$60.00</i>
DAYS INNS/DAYSTOP	Police State Grants	DAYS INNS	\$60.00
DAYS INNS/DAYSTOP	Police State Grants	DAYS INNS	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police State Grants</i>			<i>\$120.00</i>
DAYS INNS/DAYSTOP - ALL DEPARTMENTS			\$180.00

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Balefill - Baler Processing	Auto glass repair	\$306.30
<i>DECKER AUTO GLASS, I - Total For Balefill - Baler Processing</i>			<i>\$306.30</i>
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Auto Glass Repair	\$406.85
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Vehicle Redi-Cut Mirror	\$31.27
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Auto Glass Repair	\$310.30
DECKER AUTO GLASS, I	Fleet Maintenance Fund	Glass Installation Labor	\$115.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$863.42</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$1,169.72

DELL MARKETING LP

DELL MARKETING LP	Community Development	Technology Items (computers, software, and	\$158.10
<i>DELL MARKETING LP - Total For Community Development</i>			<i>\$158.10</i>
DELL MARKETING LP	Fire-EMS Administration	VLA Premiere Elements 2023 MP License Uni	\$93.06
<i>DELL MARKETING LP - Total For Fire-EMS Administration</i>			<i>\$93.06</i>
DELL MARKETING LP	Parks - Parks Maint.	Technology Items (computers, software, and	\$158.10
<i>DELL MARKETING LP - Total For Parks - Parks Maint.</i>			<i>\$158.10</i>
DELL MARKETING LP	River Volunteer Events	ADOBE ACROBAT PRO	\$158.10
<i>DELL MARKETING LP - Total For River Volunteer Events</i>			<i>\$158.10</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$567.36

DELTA 0062344079

DELTA	0062344079	Police Career Services	DELTA	\$468.20
<i>DELTA 0062344079 - Total For Police Career Services</i>				<i>\$468.20</i>
DELTA 0062344079 - ALL DEPARTMENTS				\$468.20

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC repair supplies for Cemetery - Dennis S	\$36.27	
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC repair supplies for Cemetery - Dennis S	\$115.25	
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Rec Center - Dennis Su	\$216.10	
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC repair supplies for Cemetery - Dennis S	\$19.84	
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>				<i>\$387.46</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS				\$387.46

DENVER INDUSTRIAL PU

DENVER INDUSTRIAL PU	WWTP Operations	Paco Shaft Kit	\$5,205.83	
<i>DENVER INDUSTRIAL PU - Total For WWTP Operations</i>				<i>\$5,205.83</i>
DENVER INDUSTRIAL PU - ALL DEPARTMENTS				\$5,205.83

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police State Grants	COURT COSTS INCLUDING ALIMONY AND CH	\$10.00	
<i>DEPT. OF FAMILY SVCS - Total For Police State Grants</i>				<i>\$10.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS				\$10.00

DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,428.73	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,528.70	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,350.74	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,490.26	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,489.15	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,359.52	
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,593.52	
<i>DESERT MTN. CORP. - Total For Streets</i>				<i>\$24,240.62</i>
DESERT MTN. CORP. - ALL DEPARTMENTS				\$24,240.62

DFC COMPANY CCP

DFC COMPANY CCP	Traffic Control	30 pre made stop signs	\$1,552.74
DFC COMPANY CCP	Traffic Control	4 rolls of black vinyl for sign making	\$1,935.59

DFC COMPANY CCP - Total For Traffic Control \$3,488.33

DFC COMPANY CCP - ALL DEPARTMENTS \$3,488.33

DLT SOLUTIONS

DLT SOLUTIONS	Engineering	ELD Annual Subscription	\$4,236.05
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DLT SOLUTIONS - Total For Engineering \$4,236.05

DLT SOLUTIONS	Information Services	ELD Annual Subscription	\$605.15
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DLT SOLUTIONS - Total For Information Services \$605.15

DLT SOLUTIONS	Metropolitan Planning Org	ELD Annual Subscription	\$605.15
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DLT SOLUTIONS - Total For Metropolitan Planning Org \$605.15

DLT SOLUTIONS	Parks - Parks Maint.	ELD Annual Subscription	\$605.15
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DLT SOLUTIONS - Total For Parks - Parks Maint. \$605.15

DLT SOLUTIONS - ALL DEPARTMENTS \$6,051.50

DOMINO'S 6042

DOMINO'S 6042	Fire-EMS Training	Meal for engineer test assessors	\$203.03
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DOMINO'S 6042 - Total For Fire-EMS Training \$203.03

DOMINO'S 6042 - ALL DEPARTMENTS \$203.03

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite	\$12,505.68
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DPC INDUSTRIES, INC. - Total For Regional Water Operations \$12,505.68

DPC INDUSTRIES, INC. - ALL DEPARTMENTS \$12,505.68

E & F TOWING TRANSPO

E & F TOWING TRANSPO	Fleet Maintenance Fund	Towing service	\$80.00
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E & F TOWING TRANSPO - Total For Fleet Maintenance Fund \$80.00

E & F TOWING TRANSPO - ALL DEPARTMENTS \$80.00

E 470 EXPRESS TOLLS

E 470 EXPRESS TOLLS	Fire-EMS Training	TOLLS, ROAD AND BRIDGE FEES	\$2.05
<i>E 470 EXPRESS TOLLS - Total For Fire-EMS Training</i>			\$2.05
E 470 EXPRESS TOLLS	Police Career Services	TOLLS, ROAD AND BRIDGE FEES	\$2.05
<i>E 470 EXPRESS TOLLS - Total For Police Career Services</i>			\$2.05
E 470 EXPRESS TOLLS - ALL DEPARTMENTS			\$4.10

EB 2023 RE-CERTIFICA

EB 2023 RE-CERTIFICA	Golf - Operations	Pesticide Applicators Re-certification Trainin	\$268.48
<i>EB 2023 RE-CERTIFICA - Total For Golf - Operations</i>			\$268.48
EB 2023 RE-CERTIFICA - ALL DEPARTMENTS			\$268.48

eBay O 26-09228-1863

eBay O 26-09228-1863	Fleet Maintenance Fund	VIBRATION SHOCK MOUNTS (2) 111101	\$20.15
<i>eBay O 26-09228-1863 - Total For Fleet Maintenance Fund</i>			\$20.15
eBay O 26-09228-1863 - ALL DEPARTMENTS			\$20.15

ECONOLITE CONTROL PR

ECONOLITE CONTROL PR	Risk Management	2nd & Kimball Traffic Signal repairs	\$14,251.27
<i>ECONOLITE CONTROL PR - Total For Risk Management</i>			\$14,251.27
ECONOLITE CONTROL PR - ALL DEPARTMENTS			\$14,251.27

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Work clothing reimbursement	\$143.99
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diversion & Special</i>			\$143.99
EMPLOYEE REIMBURSEME	Engineering	Professional Land Surveyors of Wyo Training	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Engineering</i>			\$150.00
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work tool allotment reimbursement	\$122.84
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			\$122.84
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$97.11
EMPLOYEE REIMBURSEME	Police Career Services	Work boot reimbursement	\$115.95
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			\$213.06

EMPLOYEE REIMBURSEME	Refuse - Commercial	Work boot reimbursement	\$90.68
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			<i>\$90.68</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Jackets & work jean reimbursement	\$282.28
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$282.28</i>
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work clothing reimbursement	\$125.99
EMPLOYEE REIMBURSEME	Sewer Wastewater Collection	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection</i>			<i>\$275.99</i>
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	WWTP Operations	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	WWTP Operations	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			<i>\$300.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,728.84

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Monitoring well #2 semi annual testing	\$71.00
ENERGY LABORATORIES	Hogadon - Operations	Potable water test	\$52.00
ENERGY LABORATORIES	Hogadon - Operations	Monitoring well #1 semi annual testing	\$71.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$194.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$194.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$306.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water testing	\$352.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water testing	\$544.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water testing	\$592.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,540.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$1,846.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$125.00
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ENGINEERING DESIGN A - Total For Capital Projects Fund \$125.00

ENGINEERING DESIGN A - ALL DEPARTMENTS \$125.00

ENTERPRISE RENT-A-CA

ENTERPRISE RENT-A-CA Police Career Services ENTERPRISE RENT-A-CAR \$318.41

ENTERPRISE RENT-A-CA - Total For Police Career Services \$318.41

ENTERPRISE RENT-A-CA - ALL DEPARTMENTS \$318.41

EPSON STORE

EPSON STORE Rec Center - Admin Rec Admin Epson Scanner Cleaner Pads \$20.99

EPSON STORE - Total For Rec Center - Admin \$20.99

EPSON STORE - ALL DEPARTMENTS \$20.99

EVENT CI TECHNOLOGI

EVENT CI TECHNOLOGI Police Career Services COMPUTER SOFTWARE STORES \$600.00

EVENT CI TECHNOLOGI - Total For Police Career Services \$600.00

EVENT CI TECHNOLOGI - ALL DEPARTMENTS \$600.00

EXXONMOBIL

EXXONMOBIL Fire-EMS Operations Fuel \$66.01

EXXONMOBIL Fire-EMS Operations Fuel \$41.49

EXXONMOBIL Fire-EMS Operations Fuel \$105.24

EXXONMOBIL - Total For Fire-EMS Operations \$212.74

EXXONMOBIL - ALL DEPARTMENTS \$212.74

FACEBK CLY8CJKU72

FACEBK CLY8CJKU72 Ft. Caspar Museum Facebook Advertising \$25.00

FACEBK CLY8CJKU72 - Total For Ft. Caspar Museum \$25.00

FACEBK CLY8CJKU72 - ALL DEPARTMENTS \$25.00

FEDEX 85614250

FEDEX 85614250	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$55.86
<i>FEDEX 85614250 - Total For Police Administration</i>			<i>\$55.86</i>
FEDEX 85614250 - ALL DEPARTMENTS			\$55.86

FEDEX 85615013

FEDEX 85615013	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$56.21
<i>FEDEX 85615013 - Total For Police Administration</i>			<i>\$56.21</i>
FEDEX 85615013 - ALL DEPARTMENTS			\$56.21

FEDEX 85615020

FEDEX 85615020	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$56.22
<i>FEDEX 85615020 - Total For Police Administration</i>			<i>\$56.22</i>
FEDEX 85615020 - ALL DEPARTMENTS			\$56.22

FEDEX 85615022

FEDEX 85615022	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$3.37
<i>FEDEX 85615022 - Total For Police Administration</i>			<i>\$3.37</i>
FEDEX 85615022 - ALL DEPARTMENTS			\$3.37

FEDEX 85773838

FEDEX 85773838	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$23.44
<i>FEDEX 85773838 - Total For Police Administration</i>			<i>\$23.44</i>
FEDEX 85773838 - ALL DEPARTMENTS			\$23.44

FEDEX 85776384

FEDEX 85776384	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$31.28
<i>FEDEX 85776384 - Total For Police Administration</i>			<i>\$31.28</i>
FEDEX 85776384 - ALL DEPARTMENTS			\$31.28

FEDEX 85832053

FEDEX 85832053	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$3.37
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FEDEX 85832053 - Total For Police Administration \$3.37

FEDEX 85832053 - ALL DEPARTMENTS \$3.37

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Ozone Chain Valves - Maintenance & Repair	\$1,628.56
FERGUSON ENTERPRISES	Regional Water Operations	6" Check Valves - Maintenance/Repair (Non-	\$5,197.34
FERGUSON ENTERPRISES	Regional Water Operations	2.6 MG Tank Drain Line Repair - Maintenanc	\$5,655.48
FERGUSON ENTERPRISES	Regional Water Operations	Gaskets	\$50.20
FERGUSON ENTERPRISES	Regional Water Operations	Ozone Cooling Radiator Flush Project Parts -	\$64.71
FERGUSON ENTERPRISES	Regional Water Operations	Ozone Chain Valves - Maintenance & Repair	\$3,895.56
FERGUSON ENTERPRISES	Regional Water Operations	Gasket & Bolt/Nut Pkg	\$550.00

FERGUSON ENTERPRISES - Total For Regional Water Operations \$17,041.85

FERGUSON ENTERPRISES	RWS - Booster Stations	Clamp	\$94.00
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FERGUSON ENTERPRISES - Total For RWS - Booster Stations \$94.00

FERGUSON ENTERPRISES	Sewer Wastewater Collection	shear guards	\$358.20
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FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection \$358.20

FERGUSON ENTERPRISES	Water Distribution	Comp Ball Corp St	\$820.00
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FERGUSON ENTERPRISES - Total For Water Distribution \$820.00

FERGUSON ENTERPRISES	WWTP Operations	Mega flanges	\$362.00
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FERGUSON ENTERPRISES - Total For WWTP Operations \$362.00

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$18,676.05

FINALLY RESTAURANT G

FINALLY RESTAURANT G	Police Administration	MANAGEMENT, CONSULTING AND PUBLIC R	\$100.00
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FINALLY RESTAURANT G - Total For Police Administration \$100.00

FINALLY RESTAURANT G - ALL DEPARTMENTS \$100.00

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment Fees - 9/16/22 to 10/15/22	\$532.68
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FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill \$532.68

FIRST INTERSTATE BAN	Capital Projects Fund	Investment Fees - 9/16/22 to 10/15/22	\$1,986.57
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FIRST INTERSTATE BAN - Total For Capital Projects Fund \$1,986.57

FIRST INTERSTATE BAN	CARES Act Funding	Investment Fees - 9/16/22 to 10/15/22	\$545.45
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<i>FIRST INTERSTATE BAN - Total For CARES Act Funding</i>			\$545.45
FIRST INTERSTATE BAN	General Fund Revenue	Investment Fees - 9/16/22 to 10/15/22	\$1,566.22
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$1,566.22
FIRST INTERSTATE BAN	Health Insurance Fund	Investment Fees - 9/16/22 to 10/15/22	\$148.93
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$148.93
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment Fees - 9/16/22 to 10/15/22	\$246.67
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			\$246.67
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment Fees - 9/16/22 to 10/15/22	\$24.09
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$24.09
FIRST INTERSTATE BAN	Opportunities Fund	Investment Fees - 9/16/22 to 10/15/22	\$285.73
<i>FIRST INTERSTATE BAN - Total For Opportunities Fund</i>			\$285.73
FIRST INTERSTATE BAN	Parking Fund	Investment Fees - 9/16/22 to 10/15/22	\$6.46
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			\$6.46
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment Fees - 9/16/22 to 10/15/22	\$1,290.00
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			\$1,290.00
FIRST INTERSTATE BAN	Refuse - Residential	Investment Fees - 9/16/22 to 10/15/22	\$140.76
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			\$140.76
FIRST INTERSTATE BAN	Revolving Land Fund	Investment Fees - 9/16/22 to 10/15/22	\$31.47
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			\$31.47
FIRST INTERSTATE BAN	River Fund	Investment Fees - 9/16/22 to 10/15/22	\$4.46
<i>FIRST INTERSTATE BAN - Total For River Fund</i>			\$4.46
FIRST INTERSTATE BAN	Sewer Administration	Investment Fees - 9/16/22 to 10/15/22	\$261.78
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			\$261.78
FIRST INTERSTATE BAN	Water Administration	Investment Fees - 9/16/22 to 10/15/22	\$793.80
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			\$793.80
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment Fees - 9/16/22 to 10/15/22	\$34.92
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			\$34.92
FIRST INTERSTATE BAN	WWTP Operations	Investment Fees - 9/16/22 to 10/15/22	\$524.30
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			\$524.30
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$8,424.29

FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - CARES Act	TripMaster Base/Licenses/Fleet Fee/Schedul	\$1,110.00
<i>FOXSTER OPCO, LLC - Total For Public Transit - CARES Act</i>			\$1,110.00

FOXSTER OPCO, LLC - ALL DEPARTMENTS

\$1,110.00

FUN EXPRESS

FUN EXPRESS	Rec Center - Special Program	Fall Carnival CRF Special Programs	\$129.95
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<i>FUN EXPRESS - Total For Rec Center - Special Programs</i>			\$129.95
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FUN EXPRESS - ALL DEPARTMENTS

\$129.95

GALLOWAY & COMPANY I

GALLOWAY & COMPANY I	General Fund Revenue	Data collection/analysis/traffic impact study	\$7,050.00
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<i>GALLOWAY & COMPANY I - Total For General Fund Revenue</i>			\$7,050.00
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GALLOWAY & COMPANY I - ALL DEPARTMENTS

\$7,050.00

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$108.00
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GALLS, INC.	Police Career Services	Uniform supplies	\$54.00
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GALLS, INC.	Police Career Services	Uniform supplies	\$128.66
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GALLS, INC.	Police Career Services	Uniform supplies	\$64.33
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GALLS, INC.	Police Career Services	Uniform supplies	(\$188.96)
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GALLS, INC.	Police Career Services	Uniform supplies	\$643.69
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GALLS, INC.	Police Career Services	Uniform supplies	\$488.08
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GALLS, INC.	Police Career Services	Uniform supplies	\$117.33
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GALLS, INC.	Police Career Services	Uniform supplies	\$40.50
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GALLS, INC.	Police Career Services	Uniform supplies	\$224.96
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GALLS, INC.	Police Career Services	Uniform supplies	\$194.40
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<i>GALLS, INC. - Total For Police Career Services</i>			\$1,874.99
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GALLS, INC. - ALL DEPARTMENTS

\$1,874.99

GAYLORD NATIONAL

GAYLORD NATIONAL	Police Career Services	GAYLORD OPRYLAND	\$849.60
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GAYLORD NATIONAL	Police Career Services	GAYLORD OPRYLAND	\$849.60
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GAYLORD NATIONAL	Police Career Services	GAYLORD OPRYLAND	\$849.60
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<i>GAYLORD NATIONAL - Total For Police Career Services</i>			\$2,548.80
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GAYLORD NATIONAL - ALL DEPARTMENTS \$2,548.80

GAYLORD OPRY RESORT

GAYLORD OPRY RESORT	Police Career Services	GAYLORD OPRYLAND	\$263.92
GAYLORD OPRY RESORT	Police Career Services	GAYLORD OPRYLAND	\$263.92
GAYLORD OPRY RESORT	Police Career Services	GAYLORD OPRYLAND	\$263.92
GAYLORD OPRY RESORT	Police Career Services	GAYLORD OPRYLAND	\$263.92

GAYLORD OPRY RESORT - Total For Police Career Services \$1,055.68

GAYLORD OPRY RESORT - ALL DEPARTMENTS \$1,055.68

GEORGE T SANDERS

GEORGE T SANDERS	Water Distribution	Tubing Cutter & Wheel - Vehicle Supplies	\$68.64
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GEORGE T SANDERS - Total For Water Distribution \$68.64

GEORGE T SANDERS - ALL DEPARTMENTS \$68.64

GILLETTE STEEL CENTE

GILLETTE STEEL CENTE	Refuse - Residential	Steel plate for hopper	\$3,627.00
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GILLETTE STEEL CENTE - Total For Refuse - Residential \$3,627.00

GILLETTE STEEL CENTE - ALL DEPARTMENTS \$3,627.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	City Council	307 Fireworks Fest 2022 Sponsorship	\$10,000.00
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GLOBAL SPECTRUM L.P. - Total For City Council \$10,000.00

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Loss Funds - November 2022	\$75,000.00
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GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center \$75,000.00

GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS \$85,000.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$2,903.40
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GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$6,773.39
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GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill \$9,676.79

GOLDER ASSOCIATES - ALL DEPARTMENTS

\$9,676.79

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Equipment safety streaming	\$95.00
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<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			\$95.00
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GOLF SAFETY - ALL DEPARTMENTS

\$95.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Grain	\$419.96
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GRAINGER, INC.	Buildings & Structures Fund	Lighting supplies for Transit Building - Graing	\$266.66
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<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			\$686.62
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GRAINGER, INC.	Regional Water Operations	Ceiling heater	\$978.10
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<i>GRAINGER, INC. - Total For Regional Water Operations</i>			\$978.10
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GRAINGER, INC.	WWTP Operations	Bulbs	\$36.48
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GRAINGER, INC.	WWTP Operations	Filters	\$323.02
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GRAINGER, INC.	WWTP Operations	Bulbs	\$72.00
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GRAINGER, INC.	WWTP Operations	Filters	\$52.10
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<i>GRAINGER, INC. - Total For WWTP Operations</i>			\$483.60
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GRAINGER, INC. - ALL DEPARTMENTS

\$2,148.32

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair / maintenance	\$200.57
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GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair / maintenance	\$162.77
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<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			\$363.34
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GREINER MOTOR CO - C - ALL DEPARTMENTS

\$363.34

GREYHOUND LINES CNP

GREYHOUND LINES CNP	Police Federal Grants	BUS LINES, CHARTERS, TOUR BUSES	\$88.09
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<i>GREYHOUND LINES CNP - Total For Police Federal Grants</i>			\$88.09
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GREYHOUND LINES CNP - ALL DEPARTMENTS

\$88.09

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$215.93
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$215.93</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$215.93

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Water, Deionized	\$210.54
HACH CO., CORP.	Regional Water Operations	Buffer Solution, Total Chlorine - lab supplies	\$90.00
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$300.54</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$300.54

HAIX

HAIX	Police Career Services	COMMERCIAL FOOTWEAR	\$200.00
HAIX	Police Career Services	COMMERCIAL FOOTWEAR	\$115.95
<i>HAIX - Total For Police Career Services</i>			<i>\$315.95</i>
HAIX - ALL DEPARTMENTS			\$315.95

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Plumbing repair supplies for Fire 1 - CY Ace	\$102.41
HARDWARE PARTNERS LL	Buildings & Structures Fund	Supplies to install sign on outside of CBC - CY	\$20.86
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Fire Station 5 - CY Ace	\$9.59
<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			<i>\$132.86</i>
HARDWARE PARTNERS LL	Regional Water Operations	Plier Set & Bit Holder - Small Tools & Supplie	\$36.98
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$36.98</i>
HARDWARE PARTNERS LL	Water Tanks	Hex Bushing for Oakcrest ARV - Booster Stati	\$13.18
<i>HARDWARE PARTNERS LL - Total For Water Tanks</i>			<i>\$13.18</i>
HARDWARE PARTNERS LL	Weed & Pest Fund	Key for Tool Box	\$2.69
HARDWARE PARTNERS LL	Weed & Pest Fund	Caution Tape	\$13.99
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			<i>\$16.68</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$199.70

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine and Acid	\$1,266.01
HAWKINS, INC.	Aquatics - Operations	Granular Chlorine	\$330.00

<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			\$1,596.01
HAWKINS, INC. - ALL DEPARTMENTS			\$1,596.01

HAZARD CONTROL

HAZARD CONTROL	Fire-EMS Operations	15 Containers of F500	\$3,221.25
<i>HAZARD CONTROL - Total For Fire-EMS Operations</i>			<i>\$3,221.25</i>
HAZARD CONTROL - ALL DEPARTMENTS			\$3,221.25

HDR ENGINEERING, INC

HDR ENGINEERING, INC	WWTP Operations	Gems S028763 - WWTP DIGESTER B	\$1,846.25
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			<i>\$1,846.25</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$1,846.25

HILTON HOTELS PORTLA

HILTON HOTELS PORTLA	City Attorney	HILTON HOTEL FOR IMLA CONFERENCE	\$1,328.25
<i>HILTON HOTELS PORTLA - Total For City Attorney</i>			<i>\$1,328.25</i>
HILTON HOTELS PORTLA - ALL DEPARTMENTS			\$1,328.25

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	Oil	\$336.70
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$336.70</i>
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$336.70

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue DEF	\$880.00
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Hand / lever pump	\$119.00
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue DEF	\$896.64
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,895.64</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$5,371.06
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$5,371.06</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$7,266.70

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Pressure SWI	(\$29.98)
HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Forklift annual inspection	\$336.00

HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund \$306.02

HONNEN EQUIPMENT CO. - ALL DEPARTMENTS \$306.02

HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	Balefill - Diversion & Special	Vermiculite	\$1,684.90
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HOOD'S EQUIPMENT & S - Total For Balefill - Diversion & Special \$1,684.90

HOOD'S EQUIPMENT & S - ALL DEPARTMENTS \$1,684.90

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Sewer Wastewater Collection hose fittings		\$42.49
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HOSE AND RUBBER SUPP	Sewer Wastewater Collection lead hose		\$295.26
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HOSE AND RUBBER SUPP - Total For Sewer Wastewater Collection \$337.75

HOSE AND RUBBER SUPP - ALL DEPARTMENTS \$337.75

HYATT REGENCY DALLAS

HYATT REGENCY DALLAS	Police Career Services	HYATT HOTELS	\$1,504.15
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HYATT REGENCY DALLAS - Total For Police Career Services \$1,504.15

HYATT REGENCY DALLAS - ALL DEPARTMENTS \$1,504.15

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	HOA Service from Jeff - Maintenance & Repa	\$6,651.00
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HYDRO OPTIMIZATION & - Total For Regional Water Operations \$6,651.00

HYDRO OPTIMIZATION & - ALL DEPARTMENTS \$6,651.00

IFIT.COM 877-803-533

IFIT.COM 877-803-533	Balefill - Baler Processing	DIGITAL GOODS - APPS (EXCLUDES GAMES)	\$40.95
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IFIT.COM 877-803-533	Balefill - Baler Processing	DIGITAL GOODS - APPS (EXCLUDES GAMES)	\$40.95
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IFIT.COM 877-803-533	Balefill - Baler Processing	CREDIT FOR CANCELATION OF MEMBERSHIP	(\$40.95)
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IFIT.COM 877-803-533	Balefill - Baler Processing	CREDIT FOR MEMBERSHIP CANCELLATION	(\$40.95)
IFIT.COM 877-803-533	Balefill - Baler Processing	CREDIT FOR MEMBERSHIP CANCELATION	(\$40.95)
IFIT.COM 877-803-533	Balefill - Baler Processing	DIGITAL GOODS - APPS (EXCLUDES GAMES)	\$40.95
IFIT.COM 877-803-533	Balefill - Baler Processing	DIGITAL GOODS - APPS (EXCLUDES GAMES)	\$40.95
<i>IFIT.COM 877-803-533 - Total For Balefill - Baler Processing</i>			<i>\$40.95</i>
IFIT.COM 877-803-533 - ALL DEPARTMENTS			\$40.95

IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Lock supplies for Water Distribution Garage -	\$623.28
<i>IMLSS UTAH - Total For Buildings & Structures Fund</i>			<i>\$623.28</i>
IMLSS UTAH - ALL DEPARTMENTS			\$623.28

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Testing of street construction & compaction	\$145.10
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$145.10</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$145.10

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Baler knives & custom bolts	\$4,640.92
INDUSTRIAL SCREEN &	Balefill - Baler Processing	Baler knives & custom bolts	\$4,640.92
<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			<i>\$9,281.84</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$9,281.84

INSITUFORM TECHNOLOG

INSITUFORM TECHNOLOG	Water Revenue and Transfers Contract Retainage - Contract #22300208		\$32,628.81
<i>INSITUFORM TECHNOLOG - Total For Water Revenue and Transfers</i>			<i>\$32,628.81</i>
INSITUFORM TECHNOLOG	WWTP Operations	N Platte Sanitary Sewer Rehab	\$619,947.39
<i>INSITUFORM TECHNOLOG - Total For WWTP Operations</i>			<i>\$619,947.39</i>
INSITUFORM TECHNOLOG - ALL DEPARTMENTS			\$652,576.20

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Risk Management	Replacement motor - Claim #2023038	\$748.17
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<i>INTERMOUNTAIN MOTOR - Total For Risk Management</i>			\$748.17
INTERMOUNTAIN MOTOR - ALL DEPARTMENTS			\$748.17

INTUIT, INC.

INTUIT, INC.	Ft. Caspar Museum	RV Park advertisement	\$260.00
<i>INTUIT, INC. - Total For Ft. Caspar Museum</i>			<i>\$260.00</i>
INTUIT, INC.	Police Career Services	MISCELLANEOUS PERSONAL SERVICES	\$3,000.00
<i>INTUIT, INC. - Total For Police Career Services</i>			<i>\$3,000.00</i>
INTUIT, INC.	Risk Management	Rink Systems - Replacement Glass - Claim 20	\$1,102.00
<i>INTUIT, INC. - Total For Risk Management</i>			<i>\$1,102.00</i>
INTUIT, INC.	Water Distribution	High Country Crane Service Vault install @ GI	\$618.50
<i>INTUIT, INC. - Total For Water Distribution</i>			<i>\$618.50</i>
INTUIT, INC. - ALL DEPARTMENTS			\$4,980.50

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	Troubleshoot actuator on valve	\$688.80
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$688.80</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$688.80

JACK'S #242

JACK'S #242	Water Meters	Breakfast 10/18 Neptune Meter Training - Tr	\$4.34
<i>JACK'S #242 - Total For Water Meters</i>			<i>\$4.34</i>
JACK'S #242 - ALL DEPARTMENTS			\$4.34

JB MACHINE & MANUFAC

JB MACHINE & MANUFAC	RWS - Booster Stations	3" Pipe Thread/Sandy Lakes Bypass Line - Re	\$900.00
<i>JB MACHINE & MANUFAC - Total For RWS - Booster Stations</i>			<i>\$900.00</i>
JB MACHINE & MANUFAC - ALL DEPARTMENTS			\$900.00

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	New hire background check	\$700.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$700.00</i>

JDC INVESTIGATIONS L - ALL DEPARTMENTS \$700.00

JFH DISTRIBUTING INC

JFH DISTRIBUTING INC WWTP Operations Rotor \$2,907.33

JFH DISTRIBUTING INC - Total For WWTP Operations \$2,907.33

JFH DISTRIBUTING INC - ALL DEPARTMENTS \$2,907.33

JR AUTO UPHOLSTERY

JR AUTO UPHOLSTERY Hogadon - Operations Upholstery services - cushions \$1,300.00

JR AUTO UPHOLSTERY - Total For Hogadon - Operations \$1,300.00

JR AUTO UPHOLSTERY - ALL DEPARTMENTS \$1,300.00

K&M INTERNATIONAL IN

K&M INTERNATIONAL IN General Fund Revenue Toys for resale in museum store \$301.44

K&M INTERNATIONAL IN - Total For General Fund Revenue \$301.44

K&M INTERNATIONAL IN - ALL DEPARTMENTS \$301.44

KINSCO LLC

KINSCO LLC Fire-EMS Operations Braid - 1/2" Regular Aluminum \$45.00

KINSCO LLC Fire-EMS Operations Linked Horns - nickel & gold plated \$232.98

KINSCO LLC - Total For Fire-EMS Operations \$277.98

KINSCO LLC - ALL DEPARTMENTS \$277.98

KISTLER TENT AND AWN

KISTLER TENT AND AWN Police Career Services TENT AND AWNING SHOPS \$132.00

KISTLER TENT AND AWN - Total For Police Career Services \$132.00

KISTLER TENT AND AWN - ALL DEPARTMENTS \$132.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL Sewer Stormwater stormwater outfall repair \$831.08

KNIFE RIVER/JTL - Total For Sewer Stormwater \$831.08

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$762.00
KNIFE RIVER/JTL	Streets	Crushed Base	\$439.95
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$3,063.00
KNIFE RIVER/JTL	Streets	Crushed Base	\$667.50
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$4,932.45</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$5,763.53

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Structural Fire Fighting Gloves	\$658.50
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$658.50</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$658.50

LAFAYETTE INSTRUMENT

LAFAYETTE INSTRUMENT	Police Administration	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$203.60
<i>LAFAYETTE INSTRUMENT - Total For Police Administration</i>			<i>\$203.60</i>
LAFAYETTE INSTRUMENT	Police Career Services	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$650.00
<i>LAFAYETTE INSTRUMENT - Total For Police Career Services</i>			<i>\$650.00</i>
LAFAYETTE INSTRUMENT - ALL DEPARTMENTS			\$853.60

LAWPRACTICECLE

LAWPRACTICECLE	City Attorney	LawPractice CLE Refund	(\$249.00)
LAWPRACTICECLE	City Attorney	Online CLE's via Law Practice CLE (this will be	\$249.00
<i>LAWPRACTICECLE - Total For City Attorney</i>			<i>\$0.00</i>
LAWPRACTICECLE - ALL DEPARTMENTS			\$0.00

LAWSON PRODUCTS INC

LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$375.00
LAWSON PRODUCTS INC	Fleet Maintenance Fund	Monthly rental	\$525.00
<i>LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund</i>			<i>\$900.00</i>
LAWSON PRODUCTS INC - ALL DEPARTMENTS			\$900.00

LEAS.TRAINING

LEAS.TRAINING	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$149.00
LEAS.TRAINING	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$149.00
LEAS.TRAINING	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$149.00
LEAS.TRAINING	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$149.00
<i>LEAS.TRAINING - Total For Police Career Services</i>			<i>\$596.00</i>
LEAS.TRAINING - ALL DEPARTMENTS			\$596.00

LETZS APPLIANCE INC

LETZS APPLIANCE INC	Balefill - Diversion & Special	Installation of new refrigerator parts	\$339.95
<i>LETZS APPLIANCE INC - Total For Balefill - Diversion & Special</i>			<i>\$339.95</i>
LETZS APPLIANCE INC - ALL DEPARTMENTS			\$339.95

LISA M HUBBARD

LISA M HUBBARD	Police Administration	Consultant Srvcs - Design Phases of Cspr Bus	\$150.00
<i>LISA M HUBBARD - Total For Police Administration</i>			<i>\$150.00</i>
LISA M HUBBARD - ALL DEPARTMENTS			\$150.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial service	\$270.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$270.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$270.00

LITTLE CAESARS

LITTLE CAESARS	Rec Center - Special Program	Fall Carnival CRF	\$95.38
<i>LITTLE CAESARS - Total For Rec Center - Special Programs</i>			<i>\$95.38</i>
LITTLE CAESARS - ALL DEPARTMENTS			\$95.38

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$86.16
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			<i>\$86.16</i>
LOAF N JUG #0103 - ALL DEPARTMENTS			\$86.16

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Heating Inspection	\$1,177.90
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$1,177.90</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$1,177.90

LOVE'S #679

LOVE'S #679	Police Career Services	AUTOMATED FUEL DISPENSERS	\$26.42
<i>LOVE'S #679 - Total For Police Career Services</i>			<i>\$26.42</i>
LOVE'S #679 - ALL DEPARTMENTS			\$26.42

MARK E ELLIS

MARK E ELLIS	Buildings & Structures Fund	Water treatment srvcs for mechanical syste	\$760.00
<i>MARK E ELLIS - Total For Buildings & Structures Fund</i>			<i>\$760.00</i>
MARK E ELLIS - ALL DEPARTMENTS			\$760.00

MARRIOTT MINNEAPOLIS

MARRIOTT MINNEAPOLIS	Metropolitan Planning Org	MARRIOTT	\$238.31
MARRIOTT MINNEAPOLIS	Metropolitan Planning Org	MARRIOTT	\$714.93
<i>MARRIOTT MINNEAPOLIS - Total For Metropolitan Planning Org</i>			<i>\$953.24</i>
MARRIOTT MINNEAPOLIS - ALL DEPARTMENTS			\$953.24

MASTERGRAPHICS.AEC

MASTERGRAPHICS.AEC	Community Development	MISCELLANEOUS AND RETAIL STORES	\$2,169.18
<i>MASTERGRAPHICS.AEC - Total For Community Development</i>			<i>\$2,169.18</i>
MASTERGRAPHICS.AEC - ALL DEPARTMENTS			\$2,169.18

MAVERIK #422

MAVERIK #422	Metro Animal Shelter	AUTOMATED FUEL DISPENSERS	\$88.00
<i>MAVERIK #422 - Total For Metro Animal Shelter</i>			<i>\$88.00</i>
MAVERIK #422	Police Career Services	AUTOMATED FUEL DISPENSERS	\$26.58
<i>MAVERIK #422 - Total For Police Career Services</i>			<i>\$26.58</i>

MAVERIK #422 - ALL DEPARTMENTS

\$114.58

McDonald's 35665

McDonald's 35665	Police Investigations	FAST FOOD RESTAURANTS	\$55.67
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<i>McDonald's 35665 - Total For Police Investigations</i>			\$55.67
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McDonald's 35665 - ALL DEPARTMENTS

\$55.67

MCDONALD'S F13573

MCDONALD'S F13573	Risk Management	FAST FOOD RESTAURANTS	\$16.37
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<i>MCDONALD'S F13573 - Total For Risk Management</i>			\$16.37
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MCDONALD'S F13573 - ALL DEPARTMENTS

\$16.37

MD FURNITURE

MD FURNITURE	Rec Center - Operations	Repair kits for weight and fitness equipment	\$1,000.00
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<i>MD FURNITURE - Total For Rec Center - Operations</i>			\$1,000.00
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MD FURNITURE - ALL DEPARTMENTS

\$1,000.00

MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Property Insurance Fund	Occupational Health Testing -Fire	\$600.00
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<i>MEMORIAL HOSPITAL - Total For Property Insurance Fund</i>			\$600.00
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MEMORIAL HOSPITAL - ALL DEPARTMENTS

\$600.00

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Baler Processing	AIR CONDITIONER COVER AND STRAPS	\$38.82
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<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			\$38.82
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MENARDS CASPER WY	Balefill - Diversion & Special	SUPPLIES FOR SPECIAL WASTE AND SCALHO	\$388.77
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MENARDS CASPER WY	Balefill - Diversion & Special	ITEMS FOR ORGNIZING	\$101.73
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<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			\$490.50
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MENARDS CASPER WY	Golf - Operations	Shop Supplies	\$156.62
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<i>MENARDS CASPER WY - Total For Golf - Operations</i>			\$156.62
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MENARDS CASPER WY	Hogadon - Operations	tool	\$27.99
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MENARDS CASPER WY	Hogadon - Operations	Tool RETURN	(\$29.99)
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MENARDS CASPER WY	Hogadon - Operations	Tool	\$29.99
<i>MENARDS CASPER WY - Total For Hogadon - Operations</i>			<i>\$27.99</i>
MENARDS CASPER WY	Police Investigations	HOME SUPPLY WAREHOUSE STORES	\$99.99
<i>MENARDS CASPER WY - Total For Police Investigations</i>			<i>\$99.99</i>
MENARDS CASPER WY	Regional Water Operations	Heater for Ozone MCC Room - Small Tools &	\$59.99
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$59.99</i>
MENARDS CASPER WY	Streets	New headphones for crack sealing	\$145.98
<i>MENARDS CASPER WY - Total For Streets</i>			<i>\$145.98</i>
MENARDS CASPER WY	Water Tanks	Oakcrest ARV repair parts - Booster/Lift Stati	\$117.81
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$117.81</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$1,137.70

MERBACK AWARDS CO

MERBACK AWARDS CO	Community Development	MISCELLANEOUS AND RETAIL STORES	\$23.00
<i>MERBACK AWARDS CO - Total For Community Development</i>			<i>\$23.00</i>
MERBACK AWARDS CO - ALL DEPARTMENTS			\$23.00

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Parks - Parks Maint.	Tools, Pumps, Pliers, Flag Key, Nut Driver	\$553.31
MIDLAND IMPLEMENT, I	Parks - Parks Maint.	Par Aide Ground Zero II Setter	\$689.62
MIDLAND IMPLEMENT, I	Parks - Parks Maint.	Nozzles & valves	\$895.29
<i>MIDLAND IMPLEMENT, I - Total For Parks - Parks Maint.</i>			<i>\$2,138.22</i>
MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$2,138.22

MIDWEST LABORATORIES

MIDWEST LABORATORIES	Balefill - Diversion & Special	Analytical testing	\$388.00
<i>MIDWEST LABORATORIES - Total For Balefill - Diversion & Special</i>			<i>\$388.00</i>
MIDWEST LABORATORIES - ALL DEPARTMENTS			\$388.00

ML AUTOMOTIVE

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

ML AUTOMOTIVE - ALL DEPARTMENTS \$182.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP Balefill - Diversion & Special Repair lights / poles \$100.00

MODERN ELECTRIC CORP - Total For Balefill - Diversion & Special \$100.00

MODERN ELECTRIC CORP - ALL DEPARTMENTS \$100.00

MOUNTAIN SPORTS

MOUNTAIN SPORTS Hogadon - Operations Lift Evacuation Equipment \$850.90

MOUNTAIN SPORTS - Total For Hogadon - Operations \$850.90

MOUNTAIN SPORTS - ALL DEPARTMENTS \$850.90

MOUNTAIN STATES

MOUNTAIN STATES Refuse - Residential Printing service - business cards \$81.28

MOUNTAIN STATES - Total For Refuse - Residential \$81.28

MOUNTAIN STATES - ALL DEPARTMENTS \$81.28

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO Aquatics- Marion Kreiner Ope Acct #12211 \$5.00

MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper. \$5.00

MOUNTAIN WEST TECHNO Aquatics- Mike Sedar Oper. Acct #12214 \$5.00

MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper. \$5.00

MOUNTAIN WEST TECHNO Aquatics- Paradise Valley Ope Acct #12212 \$10.00

MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper \$10.00

MOUNTAIN WEST TECHNO Aquatics- Washington Oper Acct #12213 \$5.00

MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper \$5.00

MOUNTAIN WEST TECHNO Buildings & Structures Fund Acct #20778 \$78.37

MOUNTAIN WEST TECHNO Buildings & Structures Fund Acct #13502 \$49.95

MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund \$128.32

MOUNTAIN WEST TECHNO Hogadon - Operations Guest internet \$49.95

MOUNTAIN WEST TECHNO - Total For Hogadon - Operations \$49.95

MOUNTAIN WEST TECHNO Information Services Acct #13922 \$900.00

MOUNTAIN WEST TECHNO - Total For Information Services \$900.00

MOUNTAIN WEST TECHNO - ALL DEPARTMENTS

\$1,103.27

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Hogadon - Operations	Snow blower for Hogadon	\$3,299.99
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<i>MURDOCH'S RANCH&HOME - Total For Hogadon - Operations</i>			\$3,299.99
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MURDOCH'S RANCH&HOM	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$129.88
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MURDOCH'S RANCH&HOM	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$107.91
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MURDOCH'S RANCH&HOM	Metro Animal Shelter	MISCELLANEOUS AND RETAIL STORES	\$32.84
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<i>MURDOCH'S RANCH&HOME - Total For Metro Animal Shelter</i>			\$270.63
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MURDOCH'S RANCH&HOM	Refuse - Recycling	TRAP AND HAREWARE TO COVER DOOR	\$150.87
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<i>MURDOCH'S RANCH&HOME - Total For Refuse - Recycling</i>			\$150.87
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MURDOCH'S RANCH&HOME - ALL DEPARTMENTS

\$3,721.49

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Regional Water Operations	Socket - Small Tools & Supplies	\$19.65
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NAPA AUTO PARTS CORP	Regional Water Operations	Tub O Towels - Shop Supplies - Office Supplie	\$47.97
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<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			\$67.62
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS

\$67.62

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - September 2022	\$108,357.41
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<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			\$108,357.41
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NATRONA COUNTY OFFIC	Police State Grants	Equitable Sharing Check - DCI #2022-0550	\$103.90
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<i>NATRONA COUNTY OFFIC - Total For Police State Grants</i>			\$103.90
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NATRONA COUNTY OFFIC	Social Community Services	40% of generator replacement batteries	\$434.25
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NATRONA COUNTY OFFIC	Social Community Services	50% of exhaust fan installation	\$768.58
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<i>NATRONA COUNTY OFFIC - Total For Social Community Services</i>			\$1,202.83
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NATRONA COUNTY OFFIC - ALL DEPARTMENTS

\$109,664.14

NELCO PRODUCTS INC

NELCO PRODUCTS INC	Hogadon - Operations	Ticket wickets	\$299.31
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<i>NELCO PRODUCTS INC - Total For Hogadon - Operations</i>			\$299.31
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NELCO PRODUCTS INC - ALL DEPARTMENTS

\$299.31

NOLAND FEED

NOLAND FEED	Hogadon - Operations	Burlap sacks	\$38.40
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<i>NOLAND FEED - Total For Hogadon - Operations</i>			\$38.40
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NOLAND FEED - ALL DEPARTMENTS

\$38.40

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	Paper towels	\$44.97
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<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			\$44.97
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NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$156.24
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<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			\$156.24
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NORCO, INC.	WWTP Operations	Flashlights	\$130.81
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<i>NORCO, INC. - Total For WWTP Operations</i>			\$130.81
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NORCO, INC. - ALL DEPARTMENTS

\$332.02

Norlab Inc.

Norlab Inc.	Sewer Wastewater Collection	sewer dye	\$236.85
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<i>Norlab Inc. - Total For Sewer Wastewater Collection</i>			\$236.85
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Norlab Inc. - ALL DEPARTMENTS

\$236.85

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Permacast color hardener & trowels	\$101.68
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NORTHWEST CONTRACTOR	Balefill - Baler Processing	Traffic cones	\$111.24
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<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			\$212.92
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NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Safety vests	\$74.00
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NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Hydraulic body repair kit/marker stick/straps	\$316.80
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<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			\$390.80
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NORTHWEST CONTRACTOR	Balefill - Diversion & Special	Deep Impact Socket	\$36.18
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<i>NORTHWEST CONTRACTOR - Total For Balefill - Diversion & Special</i>			\$36.18
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NORTHWEST CONTRACTOR	Refuse - Residential	Hydraulic body repair kit/marker stick/straps	\$132.42
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NORTHWEST CONTRACTOR	Refuse - Residential	Traffic cones	\$111.24
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NORTHWEST CONTRACTOR	Refuse - Residential	Friction tool, socket set, grinder, drill driver	\$1,214.20
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<i>NORTHWEST CONTRACTOR - Total For Refuse - Residential</i>			<i>\$1,457.86</i>
NORTHWEST CONTRACTOR	Regional Water Operations	Combination Wrench - Small Tools & Supplie	\$130.24
NORTHWEST CONTRACTOR	Regional Water Operations	Wet/Dry Vacuum Tool & Wand - Small Tools	\$178.60
<i>NORTHWEST CONTRACTOR - Total For Regional Water Operations</i>			<i>\$308.84</i>
NORTHWEST CONTRACTOR	Water Distribution	Locate Paint - Water & Sewerline Materials	\$998.24
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$998.24</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$3,404.84

NOVA BIOMEDICAL

NOVA BIOMEDICAL	Fire-EMS Operations	3 Stat Strip Xpress Glucometers	\$1,262.14
<i>NOVA BIOMEDICAL - Total For Fire-EMS Operations</i>			<i>\$1,262.14</i>
NOVA BIOMEDICAL - ALL DEPARTMENTS			\$1,262.14

OLIVE GARDEN

OLIVE GARDEN	Community Development	Homeless Meeting Dinner	\$94.98
<i>OLIVE GARDEN - Total For Community Development</i>			<i>\$94.98</i>
OLIVE GARDEN - ALL DEPARTMENTS			\$94.98

OLSON AUTOBODY & COL

OLSON AUTOBODY & COL	Fleet Maintenance Fund	Removal of decals from vehicle	\$262.50
<i>OLSON AUTOBODY & COL - Total For Fleet Maintenance Fund</i>			<i>\$262.50</i>
OLSON AUTOBODY & COL - ALL DEPARTMENTS			\$262.50

OMEGA INSDUSTRIAL SU

OMEGA INSDUSTRIAL SU	Parks - Parks Maint.	Chemical	\$472.00
<i>OMEGA INSDUSTRIAL SU - Total For Parks - Parks Maint.</i>			<i>\$472.00</i>
OMEGA INSDUSTRIAL SU	Weed & Pest Fund	Chemical	\$1,555.00
<i>OMEGA INSDUSTRIAL SU - Total For Weed & Pest Fund</i>			<i>\$1,555.00</i>
OMEGA INSDUSTRIAL SU - ALL DEPARTMENTS			\$2,027.00

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Tickets for October 2022		\$383.74
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<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$383.74
ONE CALL OF WY.	Traffic Control	Tickets for October 2022	\$69.75
<i>ONE CALL OF WY. - Total For Traffic Control</i>			\$69.75
ONE CALL OF WY.	Water Distribution	Tickets for October 2022	\$469.01
<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$469.01
ONE CALL OF WY. - ALL DEPARTMENTS			\$922.50

ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest control	\$150.97
<i>ORKIN LLC 002 - Total For Hogadon - Operations</i>			\$150.97
ORKIN LLC 002 - ALL DEPARTMENTS			\$150.97

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Refuse - Residential	Replacement of spring pads on doors	\$1,180.60
<i>OVERHEAD DOOR CO - Total For Refuse - Residential</i>			\$1,180.60
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$1,180.60

OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Buildings & Structures Fund	Replacement garage door opener for BAS - O	\$55.72
<i>OVERHEAD DOOR OF CAS - Total For Buildings & Structures Fund</i>			\$55.72
OVERHEAD DOOR OF CAS - ALL DEPARTMENTS			\$55.72

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Various testing of sample	\$640.90
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$640.90
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$640.90

PACIFIC HIDE & FUR

PACIFIC HIDE & FUR	Refuse - Residential	Steel - several sizes	\$707.14
<i>PACIFIC HIDE & FUR - Total For Refuse - Residential</i>			\$707.14
PACIFIC HIDE & FUR - ALL DEPARTMENTS			\$707.14

PAYPAL TRITECHFORE

PAYPAL TRITECHFORE	Police Career Services	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$474.00
<i>PAYPAL TRITECHFORE - Total For Police Career Services</i>			<i>\$474.00</i>
PAYPAL TRITECHFORE - ALL DEPARTMENTS			\$474.00

PEACHES'

PEACHES'	Police Investigations	FAST FOOD RESTAURANTS	\$33.86
<i>PEACHES' - Total For Police Investigations</i>			<i>\$33.86</i>
PEACHES' - ALL DEPARTMENTS			\$33.86

PEAVEY CORP.

PEAVEY CORP.	Police Investigations	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$536.55
<i>PEAVEY CORP. - Total For Police Investigations</i>			<i>\$536.55</i>
PEAVEY CORP. - ALL DEPARTMENTS			\$536.55

PEDEN'S INC

PEDEN'S INC	Balefill - Disposal & Landfill	Screen printed sweatshirts	\$336.00
<i>PEDEN'S INC - Total For Balefill - Disposal & Landfill</i>			<i>\$336.00</i>
PEDEN'S INC	Public Transit - Operations	Screen printing on shirts	\$901.95
<i>PEDEN'S INC - Total For Public Transit - Operations</i>			<i>\$901.95</i>
PEDEN'S INC - ALL DEPARTMENTS			\$1,237.95

PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	Refuse - Residential	Dumpster clamps & curb tender arms	\$1,200.00
<i>PEPPER TANK & CONTRA - Total For Refuse - Residential</i>			<i>\$1,200.00</i>
PEPPER TANK & CONTRA - ALL DEPARTMENTS			\$1,200.00

PETERSON EQUIPMENT C

PETERSON EQUIPMENT C	Fleet Maintenance Fund	Service Call, Check Pressures, Adjust & Labor	\$600.00
<i>PETERSON EQUIPMENT C - Total For Fleet Maintenance Fund</i>			<i>\$600.00</i>

PETERSON EQUIPMENT C - ALL DEPARTMENTS \$600.00

PETSMART #3082

PETSMART #3082 Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$212.90

PETSMART #3082 - Total For Metro Animal Shelter \$212.90

PETSMART #3082 - ALL DEPARTMENTS \$212.90

POSTAL PROS, INC.

POSTAL PROS, INC. Customer Service Utility Bills/Past Due -Printing/Postage/Maili \$4,027.00

POSTAL PROS, INC. - Total For Customer Service \$4,027.00

POSTAL PROS, INC. - ALL DEPARTMENTS \$4,027.00

PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN WWTP Operations Cleaning service \$1,395.00

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

PROFESSIONAL CLEANIN - ALL DEPARTMENTS \$1,395.00

QA BALANCE SERVICES

QA BALANCE SERVICES WWTP Operations Balance service \$525.00

QA BALANCE SERVICES - Total For WWTP Operations \$525.00

QA BALANCE SERVICES - ALL DEPARTMENTS \$525.00

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO Capital Projects Fund 2022 12th Street Improvements \$94,225.76

RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund \$94,225.76

RAMSHORN CONSTRUCTIO Water Distribution 2022 12th Street Improvements \$20,900.00

RAMSHORN CONSTRUCTIO - Total For Water Distribution \$20,900.00

RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS \$115,125.76

REGISTER@FAA

REGISTER@FAA Police Administration GOVERNMENT SERVICES NOT ELSEWHERE CL \$20.00

REGISTER@FAA - Total For Police Administration \$20.00

REGISTER@FAA - ALL DEPARTMENTS \$20.00

RESCUEGEAR INC

RESCUEGEAR INC Special Fire Assistance Fund Regional Response Technical Rescue Gear \$1,640.00

RESCUEGEAR INC - Total For Special Fire Assistance Fund \$1,640.00

RESCUEGEAR INC - ALL DEPARTMENTS \$1,640.00

REVIVAL ANIMAL HEALT

REVIVAL ANIMAL HEALT Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$177.91

REVIVAL ANIMAL HEALT Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$545.51

REVIVAL ANIMAL HEALT - Total For Metro Animal Shelter \$723.42

REVIVAL ANIMAL HEALT - ALL DEPARTMENTS \$723.42

REXEL USA INC

REXEL USA INC WWTP Operations Allen Bradley 1756-OF8 Controllogix \$793.12

REXEL USA INC - Total For WWTP Operations \$793.12

REXEL USA INC - ALL DEPARTMENTS \$793.12

RICOH USA INC

RICOH USA INC Community Development Copier usage \$389.28

RICOH USA INC Community Development Copier usage \$11.08

RICOH USA INC - Total For Community Development \$400.36

RICOH USA INC - ALL DEPARTMENTS \$400.36

Rocky Mountain

Rocky Mountain Regional Water Operations Bulk Oxygen - Chemicals \$2,106.58

Rocky Mountain Regional Water Operations Bulk Oxygen - Chemicals \$3,573.82

Rocky Mountain Regional Water Operations Bulk Oxygen - Chemicals \$655.52

Rocky Mountain - Total For Regional Water Operations \$6,335.92

Rocky Mountain - ALL DEPARTMENTS \$6,335.92

ROCKY MOUNTAIN DISCO

ROCKY MOUNTAIN DISCO	Police Administration	SPORTING GOODS STORES	\$92.98
<i>ROCKY MOUNTAIN DISCO - Total For Police Administration</i>			<i>\$92.98</i>
ROCKY MOUNTAIN DISCO - ALL DEPARTMENTS			\$92.98

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$119.61
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$119.61</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$451.06
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$451.06</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,373.55
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,373.55</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$704.08
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$704.08</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$3,171.06
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$3,171.06</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$2,996.96
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$6,477.47
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$9,474.43</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,415.89
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,499.23
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,915.12</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$13,579.10
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$13,579.10</i>
ROCKY MOUNTAIN POWER	Public Transit - CARES Act	Acct #54730761-156 6	\$256.57
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - CARES Act</i>			<i>\$256.57</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$88.41
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$88.41</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$174.13
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$174.13</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$38,307.12

ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Hogadon - Operations	Repair of smoke detector	\$180.15
<i>ROCKY MTN. FIRE SYST - Total For Hogadon - Operations</i>			<i>\$180.15</i>
ROCKY MTN. FIRE SYST - ALL DEPARTMENTS			\$180.15

Router

Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$644.85
Router	Parks - Parks Maint.	Porta-John from R&R	\$741.87
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$1,822.77</i>
Router - ALL DEPARTMENTS			\$1,822.77

RR PRODUCTS INC

RR PRODUCTS INC	Parks - Parks Maint.	Irrigation parts	\$1,223.15
<i>RR PRODUCTS INC - Total For Parks - Parks Maint.</i>			<i>\$1,223.15</i>
RR PRODUCTS INC - ALL DEPARTMENTS			\$1,223.15

SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Balefill - Diversion & Special	Oil filter waste pickup / recycling	\$701.74
<i>SAFETY KLEEN SYSTEMS - Total For Balefill - Diversion & Special</i>			<i>\$701.74</i>
SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS			\$701.74

SAMS CLUB #6425

SAMS CLUB #6425	Aquatics - Operations	Stamps, Kleenex	\$41.06
<i>SAMS CLUB #6425 - Total For Aquatics - Operations</i>			<i>\$41.06</i>
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$256.91
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$256.91</i>
SAMS CLUB #6425	Fleet Maintenance Fund	ANNUAL MEMBERSHIP	\$100.00
<i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$100.00</i>
SAMS CLUB #6425	Ice Arena - Operations	Heater for Scorebox at Ice Arena	\$99.98
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$99.98</i>
SAMS CLUB #6425	Municipal Court	WHOLESALE CLUBS	\$67.09
<i>SAMS CLUB #6425 - Total For Municipal Court</i>			<i>\$67.09</i>

SAMS CLUB #6425	Rec Center - Operations	Fall Carnival, CRF; CRC Front Desk Supplies	\$73.42
<i>SAMS CLUB #6425 - Total For Rec Center - Operations</i>			<i>\$73.42</i>
SAMS CLUB #6425	Rec Center - Special Program	Fall Carnival, CRF; CRC Front Desk Supplies	\$20.96
<i>SAMS CLUB #6425 - Total For Rec Center - Special Programs</i>			<i>\$20.96</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$659.42

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	SUPPLIES FOR SCALEHOUSE	\$137.92
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$137.92</i>
SAMSCLUB #6425	Fire-EMS Operations	Floor dry containers for new engines	\$29.96
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$29.96</i>
SAMSCLUB #6425	Golf - Operations	Shop Supplies	\$162.43
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$162.43</i>
SAMSCLUB #6425	Human Resources	Halloween Candy	\$810.24
<i>SAMSCLUB #6425 - Total For Human Resources</i>			<i>\$810.24</i>
SAMSCLUB #6425	Ice Arena - Concessions	Concession Resale Items	\$187.36
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$193.80
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$213.08
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Food Trays	\$22.68
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$616.92</i>
SAMSCLUB #6425	Police Career Services	WHOLESALE CLUBS	\$240.32
<i>SAMSCLUB #6425 - Total For Police Career Services</i>			<i>\$240.32</i>
SAMSCLUB #6425	Public Safety Communication	WHOLESALE CLUBS	\$158.12
<i>SAMSCLUB #6425 - Total For Public Safety Communications</i>			<i>\$158.12</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$2,155.91

SAMSCLUB.COM

SAMSCLUB.COM	Ice Arena - Concessions	CONCESSION - Popcorn	\$117.72
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$117.72</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$117.72

SCOOTER'S COFFEE

SCOOTER'S COFFEE	Fire-EMS Training	Coffee for engineers test	\$74.00
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SCOOTER'S COFFEE - Total For Fire-EMS Training			\$74.00
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SCOOTER'S COFFEE - ALL DEPARTMENTS			\$74.00
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SEAWESTERN FIRE FIGH

SEAWESTERN FIRE FIGH	Fire-EMS Operations	Scott handtool kit	\$1,803.33
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<i>SEAWESTERN FIRE FIGH - Total For Fire-EMS Operations</i>			<i>\$1,803.33</i>
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SEAWESTERN FIRE FIGH - ALL DEPARTMENTS			\$1,803.33
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SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	Elkhart Nozzles for 3rd Reserve Engine	\$7,726.35
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<i>SEA-WESTERN INC - Total For Fire-EMS Operations</i>			<i>\$7,726.35</i>
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SEA-WESTERN INC - ALL DEPARTMENTS			\$7,726.35
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SHAKE SHACK -

SHAKE SHACK -	Risk Management	FAST FOOD RESTAURANTS	\$22.85
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<i>SHAKE SHACK - - Total For Risk Management</i>			<i>\$22.85</i>
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SHAKE SHACK - - ALL DEPARTMENTS			\$22.85
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SHELL OIL 574257837Q

SHELL OIL 574257837Q	Police Career Services	AUTOMATED FUEL DISPENSERS	\$24.84
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<i>SHELL OIL 574257837Q - Total For Police Career Services</i>			<i>\$24.84</i>
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SHELL OIL 574257837Q - ALL DEPARTMENTS			\$24.84
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SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$93.84
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<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$93.84</i>
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SHELL OIL 5744427920 - ALL DEPARTMENTS			\$93.84
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SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Souvenirs for resale	\$999.50
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<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$999.50</i>
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SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS \$999.50

SKYLINE RANCHES

SKYLINE RANCHES Sewer Fund Retail Sewer Revenue/201 Sewer Billing/Ad \$1,067.26

SKYLINE RANCHES Sewer Fund Retail Sewer Revenue/201 Sewer Billing/Ad (\$106.73)

SKYLINE RANCHES - Total For Sewer Fund \$960.53

SKYLINE RANCHES WWTP Revenue and Transfer Retail Sewer Revenue/201 Sewer Billing/Ad (\$816.50)

SKYLINE RANCHES - Total For WWTP Revenue and Transfers (\$816.50)

SKYLINE RANCHES - ALL DEPARTMENTS \$144.03

SLASH BACK CANVAS CO

SLASH BACK CANVAS CO Ft. Caspar Museum Removal & storage of tent displays \$200.00

SLASH BACK CANVAS CO - Total For Ft. Caspar Museum \$200.00

SLASH BACK CANVAS CO - ALL DEPARTMENTS \$200.00

SNOMAX LLC

SNOMAX LLC Hogadon - Operations Snomax for snowmaking operations \$6,510.00

SNOMAX LLC - Total For Hogadon - Operations \$6,510.00

SNOMAX LLC - ALL DEPARTMENTS \$6,510.00

SONNYS RV SALES

SONNYS RV SALES Streets October Propane Bill \$97.99

SONNYS RV SALES - Total For Streets \$97.99

SONNYS RV SALES - ALL DEPARTMENTS \$97.99

SOURCE OFFICE

SOURCE OFFICE Public Safety Communication STATIONERY,OFFICE SUPPLIES,PRINTING AN \$94.20

SOURCE OFFICE Public Safety Communication STATIONERY,OFFICE SUPPLIES,PRINTING AN \$368.32

SOURCE OFFICE - Total For Public Safety Communications \$462.52

SOURCE OFFICE - ALL DEPARTMENTS \$462.52

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Hogadon - Operations	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$286.16
<i>SQ COMPUTER PROFESS - Total For Hogadon - Operations</i>			<i>\$286.16</i>
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$140.00
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$916.00
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$1,056.00</i>
SQ COMPUTER PROFESS	Sewer Wastewater Collection	radio communication UPSs	\$278.00
<i>SQ COMPUTER PROFESS - Total For Sewer Wastewater Collection</i>			<i>\$278.00</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$1,620.16

SQ KOPPA TARGETS LL

SQ KOPPA TARGETS LL	Police Investigations	MISCELLANEOUS AND RETAIL STORES	\$407.64
<i>SQ KOPPA TARGETS LL - Total For Police Investigations</i>			<i>\$407.64</i>
SQ KOPPA TARGETS LL - ALL DEPARTMENTS			\$407.64

SQ MAKE ME A

SQ MAKE ME A	General Fund Revenue	T-shirts for resale in gift shop	\$90.00
<i>SQ MAKE ME A - Total For General Fund Revenue</i>			<i>\$90.00</i>
SQ MAKE ME A - ALL DEPARTMENTS			\$90.00

SQ NORTHERN LIGHTS

SQ NORTHERN LIGHTS	Traffic Control	4th & Beverly railing repair	\$1,850.00
<i>SQ NORTHERN LIGHTS - Total For Traffic Control</i>			<i>\$1,850.00</i>
SQ NORTHERN LIGHTS - ALL DEPARTMENTS			\$1,850.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Hogadon - Operations	MEN'S AND WOMEN'S CLOTHING STORES	\$100.00
<i>SQ PEDEN'S INC. - Total For Hogadon - Operations</i>			<i>\$100.00</i>
SQ PEDEN'S INC.	Human Resources	1 retirement plaque	\$35.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$35.00</i>
SQ PEDEN'S INC.	Ice Arena - Operations	Tax Refund for Staff Uniforms - Casper Ice Ar	(\$15.00)
SQ PEDEN'S INC.	Ice Arena - Operations	Staff Uniforms - Casper Ice Arena	\$315.00

<i>SQ PEDEN'S INC. - Total For Ice Arena - Operations</i>			\$300.00
SQ PEDEN'S INC.	Municipal Court	MEN'S AND WOMEN'S CLOTHING STORES	\$240.00
<i>SQ PEDEN'S INC. - Total For Municipal Court</i>			\$240.00
SQ PEDEN'S INC.	Police Administration	MEN'S AND WOMEN'S CLOTHING STORES	\$9.00
<i>SQ PEDEN'S INC. - Total For Police Administration</i>			\$9.00
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$684.00

SQ PWP WYOMING

SQ PWP WYOMING	Ice Arena - Concessions	CONCESSIONS - Papa Johns Pizza Monthly In	\$111.15
<i>SQ PWP WYOMING - Total For Ice Arena - Concessions</i>			\$111.15
SQ PWP WYOMING - ALL DEPARTMENTS			\$111.15

SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Parks - Parks Maint.	Troubleshoot Crossroads pump and repair	\$152.07
<i>SQ WYATT ELECTRIC I - Total For Parks - Parks Maint.</i>			\$152.07
SQ WYATT ELECTRIC I - ALL DEPARTMENTS			\$152.07

STAPLES

STAPLES	Fire-EMS Operations	Station Supplies	\$203.96
<i>STAPLES - Total For Fire-EMS Operations</i>			\$203.96
STAPLES	Golf - Operations	Office Supplies	\$65.13
<i>STAPLES - Total For Golf - Operations</i>			\$65.13
STAPLES	Hogadon - Operations	Office supplies	\$159.50
<i>STAPLES - Total For Hogadon - Operations</i>			\$159.50
STAPLES	Parks - Parks Maint.	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$154.34
<i>STAPLES - Total For Parks - Parks Maint.</i>			\$154.34
STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$262.42
<i>STAPLES - Total For Police Administration</i>			\$262.42
STAPLES	Police Federal Grants	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$29.46
<i>STAPLES - Total For Police Federal Grants</i>			\$29.46
STAPLES	Regional Water Operations	New USB Extender for Seth's Office - Office S	\$21.99
STAPLES	Regional Water Operations	Returned USB Ports - Office Supplies	(\$62.99)
<i>STAPLES - Total For Regional Water Operations</i>			(\$41.00)

STAPLES	Water Distribution	Lexar 64GB flash drive - Technology	\$14.99
<i>STAPLES - Total For Water Distribution</i>			<i>\$14.99</i>
STAPLES - ALL DEPARTMENTS			\$848.80

STATE OF NEBRASKA -

STATE OF NEBRASKA -	Police Administration	Drivers record copy	\$7.50
<i>STATE OF NEBRASKA - - Total For Police Administration</i>			<i>\$7.50</i>
STATE OF NEBRASKA - - ALL DEPARTMENTS			\$7.50

STATE OF WY.

STATE OF WY.	Fire-EMS Administration	Ambulance Business License - EMS-2022-058	\$20.00
<i>STATE OF WY. - Total For Fire-EMS Administration</i>			<i>\$20.00</i>
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - August 2022	\$25,387.70
STATE OF WY.	Health Insurance Fund	Retiree Subsidy - November 2022	\$3,871.67
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$29,259.37</i>
STATE OF WY.	Police Administration	Notary Public Application - Jeffrey Broneck	\$60.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$60.00</i>
STATE OF WY.	WWTP Operations	Loan #CW027	\$673,544.85
<i>STATE OF WY. - Total For WWTP Operations</i>			<i>\$673,544.85</i>
STATE OF WY. - ALL DEPARTMENTS			\$702,884.22

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Cemetery	weed eaters and blower	\$1,171.87
<i>STOTZ EQUIPMENT - Total For Cemetery</i>			<i>\$1,171.87</i>
STOTZ EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$4,853.31
<i>STOTZ EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$4,853.31</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$6,025.18

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Baler Processing	Installation of power to condenser fan motor	\$3,810.87
<i>SUMMIT ELECTRIC LLC. - Total For Balefill - Baler Processing</i>			<i>\$3,810.87</i>
SUMMIT ELECTRIC LLC.	Hogadon - Operations	Installation of snow detector	\$1,720.66
<i>SUMMIT ELECTRIC LLC. - Total For Hogadon - Operations</i>			<i>\$1,720.66</i>

SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS

\$5,531.53

SYNERGY PAINTING LLC

SYNERGY PAINTING LLC	Balefill - Disposal & Landfill	New building or building modif	\$3,230.00
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<i>SYNERGY PAINTING LLC - Total For Balefill - Disposal & Landfill</i>			\$3,230.00
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SYNERGY PAINTING LLC - ALL DEPARTMENTS

\$3,230.00

SYSCO CORP

SYSCO CORP	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$182.55
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SYSCO CORP	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$208.20
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<i>SYSCO CORP - Total For Ice Arena - Concessions</i>			\$390.75
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SYSCO CORP - ALL DEPARTMENTS

\$390.75

THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire / wheel repair	(\$1,245.39)
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THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire / wheel repair	\$1,060.94
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THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire / wheel repair	\$1,245.39
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THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire / wheel repair	\$127.44
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<i>THE GOODYEAR TIRE & - Total For Fleet Maintenance Fund</i>			\$1,188.38
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THE GOODYEAR TIRE & - ALL DEPARTMENTS

\$1,188.38

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Shelving supplies for Rec Center - Home Dep	\$17.14
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<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$17.14
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THE HOME DEPOT	Hogadon - Operations	Tool replacement	\$169.91
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<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$169.91
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THE HOME DEPOT	Police Administration	HOME SUPPLY WAREHOUSE STORES	\$58.96
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<i>THE HOME DEPOT - Total For Police Administration</i>			\$58.96
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THE HOME DEPOT	Streets	6 Extension Cords for Hot Line	\$179.82
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<i>THE HOME DEPOT - Total For Streets</i>			\$179.82
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THE HOME DEPOT	Traffic Control	Caulking gun and vacuum tip for signal repair	\$19.25
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<i>THE HOME DEPOT - Total For Traffic Control</i>			\$19.25
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THE HOME DEPOT - ALL DEPARTMENTS \$445.08

THE HOTEL AT AUBURN

THE HOTEL AT AUBURN Water Meters Hotel Neptune Meter Training - Travel/Traini \$463.41

THE HOTEL AT AUBURN - Total For Water Meters \$463.41

THE HOTEL AT AUBURN - ALL DEPARTMENTS \$463.41

THE INTERNATIONAL SO

THE INTERNATIONAL SO Fire-EMS Training Live Fire Instructor Fixed Facility-Cody Parke \$695.00

THE INTERNATIONAL SO - Total For Fire-EMS Training \$695.00

THE INTERNATIONAL SO - ALL DEPARTMENTS \$695.00

THE TRADEMARK

THE TRADEMARK Risk Management FAST FOOD RESTAURANTS \$18.65

THE TRADEMARK - Total For Risk Management \$18.65

THE TRADEMARK - ALL DEPARTMENTS \$18.65

The Webstaurant Stor

The Webstaurant Stor Metro Animal Shelter DURABLE GOODS,NOT ELSEWHERE CLASSIFI \$509.37

The Webstaurant Stor - Total For Metro Animal Shelter \$509.37

The Webstaurant Stor - ALL DEPARTMENTS \$509.37

THREE TRAILS ASSESSM

THREE TRAILS ASSESSM Health Insurance Fund Membership Fees - Beginning Jan. 1, 2023 \$33,280.00

THREE TRAILS ASSESSM - Total For Health Insurance Fund \$33,280.00

THREE TRAILS ASSESSM - ALL DEPARTMENTS \$33,280.00

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS Buildings & Structures Fund Quarterly Copy Charge - Aug., Sept. & Oct 20 \$165.00

TOP OFFICE PRODUCTS - Total For Buildings & Structures Fund \$165.00

TOP OFFICE PRODUCTS City Attorney Copy charge - October 2022 \$305.40

<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$305.40</i>
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy charge - October 2022	\$54.50
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			<i>\$54.50</i>
TOP OFFICE PRODUCTS	Municipal Court	Technology Items (computers, software, and	\$5,769.00
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$5,769.00</i>
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy charge - October 2022	\$54.50
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$54.50</i>
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charge - October 2022	\$112.82
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			<i>\$112.82</i>
TOP OFFICE PRODUCTS	Streets	Copy charge - October 2022	\$54.50
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$54.50</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$6,515.72

TOTAL MECHANICAL SER

TOTAL MECHANICAL SER	Buildings & Structures Fund	Equipment repair, travel expense, labor & m	\$6,894.00
<i>TOTAL MECHANICAL SER - Total For Buildings & Structures Fund</i>			<i>\$6,894.00</i>
TOTAL MECHANICAL SER - ALL DEPARTMENTS			\$6,894.00

TOWN OF MILLS

TOWN OF MILLS	Police State Grants	Equitable Sharing Check - DCI #2022-0550	\$103.90
<i>TOWN OF MILLS - Total For Police State Grants</i>			<i>\$103.90</i>
TOWN OF MILLS - ALL DEPARTMENTS			\$103.90

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Chain Saw Oil	\$56.95
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$56.95</i>
TRACTOR SUPPLY CO	Parks - Parks Maint.	Plastic snow fence	\$99.98
<i>TRACTOR SUPPLY CO - Total For Parks - Parks Maint.</i>			<i>\$99.98</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$156.93

TREESTUFF

TREESTUFF	Parks - Urban Forestry	Safety Supplies	\$409.44
<i>TREESTUFF - Total For Parks - Urban Forestry</i>			<i>\$409.44</i>

TREESTUFF - ALL DEPARTMENTS \$409.44

TROJAN TECHNOLOGIES

TROJAN TECHNOLOGIES WWTP Operations UV parts \$1,777.49

TROJAN TECHNOLOGIES - Total For WWTP Operations \$1,777.49

TROJAN TECHNOLOGIES - ALL DEPARTMENTS \$1,777.49

TST &PIZZA - CARLYL

TST &PIZZA - CARLYL Risk Management EATING PLACES, RESTAURANTS \$23.68

TST &PIZZA - CARLYL - Total For Risk Management \$23.68

TST &PIZZA - CARLYL - ALL DEPARTMENTS \$23.68

UBER TRIP

UBER TRIP Community Development TAXICABS/LIMOUSINES \$44.51

UBER TRIP Community Development TAXICABS/LIMOUSINES \$8.90

UBER TRIP - Total For Community Development \$53.41

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$30.09

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$5.64

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$33.99

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$4.51

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$43.95

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$42.44

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$8.98

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$8.64

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$10.89

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$35.65

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$37.65

UBER TRIP - Total For Police Career Services \$262.43

UBER TRIP Risk Management TAXICABS/LIMOUSINES \$43.89

UBER TRIP Risk Management TAXICABS/LIMOUSINES \$8.77

UBER TRIP - Total For Risk Management \$52.66

UBER TRIP - ALL DEPARTMENTS \$368.50

UEC LLC

UEC LLC	Water Tanks	Filters Manor Surge System - Booster/Lift Sta	\$479.53
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<i>UEC LLC - Total For Water Tanks</i>			\$479.53
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UEC LLC - ALL DEPARTMENTS **\$479.53**

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$140.00
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$95.98
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UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$95.98
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<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			\$331.96
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UNIFORMS 2 GEAR - ALL DEPARTMENTS **\$331.96**

UNITED 0162442067

UNITED 0162442067	Police Career Services	UNITED AIRLINES	\$588.20
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UNITED 0162442067	Police Career Services	UNITED AIRLINES	\$588.20
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UNITED 0162442067	Police Career Services	UNITED AIRLINES	\$588.20
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<i>UNITED 0162442067 - Total For Police Career Services</i>			\$1,764.60
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UNITED 0162442067 - ALL DEPARTMENTS **\$1,764.60**

UNITED 0169803122

UNITED 0169803122	Police Career Services	UNITED AIRLINES	\$35.00
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<i>UNITED 0169803122 - Total For Police Career Services</i>			\$35.00
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UNITED 0169803122 - ALL DEPARTMENTS **\$35.00**

UNITED 0169803603

UNITED 0169803603	Risk Management	UNITED AIRLINES	\$35.00
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<i>UNITED 0169803603 - Total For Risk Management</i>			\$35.00
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UNITED 0169803603 - ALL DEPARTMENTS **\$35.00**

UNITED 0169804044

UNITED 0169804044	City Attorney	UNITED AIRLINES -- Baggage Fee (Casper to P	\$35.00
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UNITED 0169804044 - Total For City Attorney \$35.00

UNITED 0169804044 - ALL DEPARTMENTS \$35.00

UNITED 0169804075

UNITED 0169804075 Police Career Services UNITED AIRLINES \$35.00

UNITED 0169804075 - Total For Police Career Services \$35.00

UNITED 0169804075 - ALL DEPARTMENTS \$35.00

UNITED 0169804525

UNITED 0169804525 Metropolitan Planning Org UNITED AIRLINES \$30.00

UNITED 0169804525 Metropolitan Planning Org UNITED AIRLINES \$30.00

UNITED 0169804525 - Total For Metropolitan Planning Org \$60.00

UNITED 0169804525 - ALL DEPARTMENTS \$60.00

UNITED 0169805059

UNITED 0169805059 City Attorney United Airlines Baggage Fee (Portland to Cas \$35.00

UNITED 0169805059 - Total For City Attorney \$35.00

UNITED 0169805059 - ALL DEPARTMENTS \$35.00

UNITED 0169805218

UNITED 0169805218 Risk Management UNITED AIRLINES \$35.00

UNITED 0169805218 - Total For Risk Management \$35.00

UNITED 0169805218 - ALL DEPARTMENTS \$35.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE Property Insurance Fund Pre-Employment Screening; Random Drug Te \$3,678.00

URGENT CARE OF CASPE - Total For Property Insurance Fund \$3,678.00

URGENT CARE OF CASPE Public Transit - CARES Act DOT Physicals \$95.00

URGENT CARE OF CASPE - Total For Public Transit - CARES Act \$95.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$3,773.00

USPS PO 5715580478

USPS PO 5715580478	Rec Center - Operations	POSTAGE STAMPS for CRC mailings	\$8.80
<i>USPS PO 5715580478 - Total For Rec Center - Operations</i>			<i>\$8.80</i>

USPS PO 5715580478 - ALL DEPARTMENTS

\$8.80

USPS PO 5715580945

USPS PO 5715580945	Community Development	POSTAGE STAMPS	\$180.00
<i>USPS PO 5715580945 - Total For Community Development</i>			<i>\$180.00</i>

USPS PO 5715580945	Human Resources	1 certified letter sent	\$7.85
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USPS PO 5715580945	Human Resources	1 certified letter sent	\$7.85
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<i>USPS PO 5715580945 - Total For Human Resources</i>			<i>\$15.70</i>
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USPS PO 5715580945 - ALL DEPARTMENTS

\$195.70

USPS PO 5762700491

USPS PO 5762700491	Parks - Parks Maint.	USPS	\$60.00
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<i>USPS PO 5762700491 - Total For Parks - Parks Maint.</i>			<i>\$60.00</i>
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USPS PO 5762700491 - ALL DEPARTMENTS

\$60.00

UW CASHIER OFFICE

UW CASHIER OFFICE	Metro Animal Control	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$133.50
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<i>UW CASHIER OFFICE - Total For Metro Animal Control</i>			<i>\$133.50</i>
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UW CASHIER OFFICE - ALL DEPARTMENTS

\$133.50

VALOR CONSTRUCTION L

VALOR CONSTRUCTION L	Capital Projects Fund	Application of sealer on logs	\$15,243.00
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<i>VALOR CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$15,243.00</i>
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VALOR CONSTRUCTION L - ALL DEPARTMENTS

\$15,243.00

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Customer Service	FILING OF LAD 153 & 156 PAYOFFS	\$38.50
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<i>VCN NATRONAREALESTAT - Total For Customer Service</i>			<i>\$38.50</i>
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VCN NATRONAREALESTAT	Engineering	Record Partial Lien Release	\$72.50
<i>VCN NATRONAREALESTAT - Total For Engineering</i>			<i>\$72.50</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$111.00

VCN WYDOTIFTAIRP

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	LICENSE PLATE TRANSFERS	\$16.25
<i>VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund</i>			<i>\$16.25</i>
VCN WYDOTIFTAIRP - ALL DEPARTMENTS			\$16.25

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Acct #642199740-00001	\$289.14
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$289.14</i>
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$2,900.39
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$3,020.42</i>
VERIZON WIRELESS	Public Safety Communication	Acct #771153835-00001	\$139.93
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$139.93</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$3,449.49

VISTAPRINT

VISTAPRINT	Hogadon - Operations	bus. cards	\$19.99
<i>VISTAPRINT - Total For Hogadon - Operations</i>			<i>\$19.99</i>
VISTAPRINT - ALL DEPARTMENTS			\$19.99

VOGEL PAINT & WAX CO

VOGEL PAINT & WAX CO	Traffic Control	12 totes of Striping paint on State contract BI	\$34,035.00
<i>VOGEL PAINT & WAX CO - Total For Traffic Control</i>			<i>\$34,035.00</i>
VOGEL PAINT & WAX CO - ALL DEPARTMENTS			\$34,035.00

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for I pads	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			<i>\$120.03</i>

VZWRLSS MY VZ VB P - ALL DEPARTMENTS

\$120.03

WAFFLE HOUSE

WAFFLE HOUSE	Water Meters	Breakfast Neptune Meter Training - Travel/Tr	\$14.75
WAFFLE HOUSE	Water Meters	Breakfast Neptune Meter Training - Travel/Tr	\$16.75
WAFFLE HOUSE	Water Meters	Breakfast 10/19 Neptune Meter Training - Tr	\$14.75

WAFFLE HOUSE - Total For Water Meters \$46.25

WAFFLE HOUSE - ALL DEPARTMENTS

\$46.25

WAL-MART #1617

WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$24.40
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$76.14
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			\$100.54
WAL-MART #1617	Police Administration	GROCERY STORES, SUPERMARKETS	(\$9.96)
WAL-MART #1617	Police Administration	GROCERY STORES, SUPERMARKETS	\$16.44
<i>WAL-MART #1617 - Total For Police Administration</i>			\$6.48
WAL-MART #1617	Police Federal Grants	GROCERY STORES, SUPERMARKETS	\$64.94
WAL-MART #1617	Police Federal Grants	GROCERY STORES, SUPERMARKETS	\$128.53
WAL-MART #1617	Police Federal Grants	GROCERY STORES, SUPERMARKETS	\$40.97

WAL-MART #1617 - Total For Police Federal Grants \$234.44

WAL-MART #1617	Rec Center - Classes	Cupcake Class; Fall Carnival CRF	\$25.61
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WAL-MART #1617 - Total For Rec Center - Classes \$25.61

WAL-MART #1617	Rec Center - Special Program	Cupcake Class; Fall Carnival CRF	\$29.12
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WAL-MART #1617 - Total For Rec Center - Special Programs \$29.12

WAL-MART #1617 - ALL DEPARTMENTS

\$396.19

WAL-MART #3778

WAL-MART #3778	Police Administration	GROCERY STORES, SUPERMARKETS	\$41.87
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WAL-MART #3778 - Total For Police Administration \$41.87

WAL-MART #3778	Regional Water Operations	Coffee - Office Supplies	\$83.52
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WAL-MART #3778 - Total For Regional Water Operations \$83.52

WAL-MART #3778 - ALL DEPARTMENTS

\$125.39

WALMART.COM

WALMART.COM	Rec Center - Special Program	Carnival CRF Special Program	\$30.30
<i>WALMART.COM - Total For Rec Center - Special Programs</i>			<i>\$30.30</i>
WALMART.COM - ALL DEPARTMENTS			\$30.30

WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP Operations	Reduced Chronic Toxicity Test	\$1,100.00
<i>WAMCO LABS, INC. - Total For WWTP Operations</i>			<i>\$1,100.00</i>
WAMCO LABS, INC. - ALL DEPARTMENTS			\$1,100.00

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Monthly water charge	\$86.37
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$86.37</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$86.37

WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Wastewater Collection pump for Amoco lift station		\$11,085.00
<i>WATER TECHNOLOGY GRO - Total For Sewer Wastewater Collection</i>			<i>\$11,085.00</i>
WATER TECHNOLOGY GRO - ALL DEPARTMENTS			\$11,085.00

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Contract Withholding: 21300076	\$2,000.00
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$2,000.00</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$2,000.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Disposal & Landfill	Solid Waste Thermal and Electr	\$765.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Disposal & Landfill</i>			<i>\$765.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$765.00

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$144.68
WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$848.74

WEST PUBLISHING CORP - Total For City Attorney \$993.42

WEST PUBLISHING CORP - ALL DEPARTMENTS \$993.42

WESTERN STATES FIRE

WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler, Alarm & Backflow Insp	\$610.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler, Alarm & Backflow Insp	\$610.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler, Alarm & Backflow Insp	\$610.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler & Alarm Inspection	\$530.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler, Alarm & Backflow Insp	\$945.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler & Alarm Inspection	\$600.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler & Alarm Inspection	\$640.00
WESTERN STATES FIRE	Buildings & Structures Fund	Annual Fire Sprinkler, Alarm & Backflow Insp	\$570.00

WESTERN STATES FIRE - Total For Buildings & Structures Fund \$5,115.00

WESTERN STATES FIRE - ALL DEPARTMENTS \$5,115.00

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Key copies for BAS staff - Western Wyo Lock	\$5.00
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WESTERN WYOMING LOCK - Total For Buildings & Structures Fund \$5.00

WESTERN WYOMING LOCK	Police Administration	MISCELLANEOUS PERSONAL SERVICES	\$4.00
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WESTERN WYOMING LOCK - Total For Police Administration \$4.00

WESTERN WYOMING LOCK	Police State Grants	MISCELLANEOUS PERSONAL SERVICES	\$112.00
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WESTERN WYOMING LOCK - Total For Police State Grants \$112.00

WESTERN WYOMING LOCK - ALL DEPARTMENTS \$121.00

WESTIN ALEXANDRIA

WESTIN ALEXANDRIA	Risk Management	WESTIN	\$1,358.88
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WESTIN ALEXANDRIA - Total For Risk Management \$1,358.88

WESTIN ALEXANDRIA - ALL DEPARTMENTS \$1,358.88

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$3,951.00
WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$395.10)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,555.90</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$1,493.46)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,493.46)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$2,062.44

WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$8,285.00
<i>WH LLC - Total For Capital Projects Fund</i>			<i>\$8,285.00</i>
WH LLC - ALL DEPARTMENTS			\$8,285.00

Wired

Wired	Capital Projects Fund	Contract Withholding: 22300177	\$5,360.00
<i>Wired - Total For Capital Projects Fund</i>			<i>\$5,360.00</i>
Wired - ALL DEPARTMENTS			\$5,360.00

WM SUPERCENTER

WM SUPERCENTER	Aquatics - Operations	Tape Dispenser, Tape	\$12.26
<i>WM SUPERCENTER - Total For Aquatics - Operations</i>			<i>\$12.26</i>
WM SUPERCENTER	Balefill - Diversion & Special	GROCERY STORES, SUPERMARKETS	\$31.12
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$31.12</i>
WM SUPERCENTER	Hogadon - Operations	Office paper	\$49.97
<i>WM SUPERCENTER - Total For Hogadon - Operations</i>			<i>\$49.97</i>
WM SUPERCENTER	Ice Arena - Concessions	Concession Resale - Butter for Pretzels	\$53.30
WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS - Hot Chocolate Mix	\$33.24
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			<i>\$86.54</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$179.89

WORDPRESS YKER7C7B3Z

WORDPRESS YKER7C7B3Z	Metropolitan Planning Org	COMPUTER AND DATA PROCESSING SERVICE	\$114.00
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WORDPRESS YKER7C7B3Z - Total For Metropolitan Planning Org	\$114.00
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WORDPRESS YKER7C7B3Z - ALL DEPARTMENTS	\$114.00
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WWW.WYOMINGBAR.ORG

WWW.WYOMINGBAR.ORG	City Attorney	Wyoming State Bar Dues	\$355.00
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WWW.WYOMINGBAR.ORG	City Attorney	Assistant City Attorney Recruiting	\$100.00
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WWW.WYOMINGBAR.ORG	City Attorney	Wyoming State Bar Annual Dues	\$380.00
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WWW.WYOMINGBAR.ORG - Total For City Attorney	\$835.00
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WWW.WYOMINGBAR.ORG - ALL DEPARTMENTS	\$835.00
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WY CHILD SUPPORT CON

WY CHILD SUPPORT CON	Police State Grants	COURT COSTS INCLUDING ALIMONY AND CH	\$1.50
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WY CHILD SUPPORT CON - Total For Police State Grants	\$1.50
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WY CHILD SUPPORT CON - ALL DEPARTMENTS	\$1.50
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WY. MACHINERY CO.

WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$851.38
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WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$5,222.98
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WY. MACHINERY CO. - Total For Fleet Maintenance Fund	\$6,074.36
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WY. MACHINERY CO.	Refuse - Recycling	Equipment rental	\$1,256.25
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WY. MACHINERY CO. - Total For Refuse - Recycling	\$1,256.25
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WY. MACHINERY CO. - ALL DEPARTMENTS	\$7,330.61
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WY. RENTS, LLC.

WY. RENTS, LLC.	Parks - Special Areas	Manlift rental	\$706.70
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WY. RENTS, LLC. - Total For Parks - Special Areas	\$706.70
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WY. RENTS, LLC.	Parks - Urban Forestry	Manlift rental	\$706.70
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WY. RENTS, LLC. - Total For Parks - Urban Forestry	\$706.70
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WY. RENTS, LLC. - ALL DEPARTMENTS	\$1,413.40
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WYOMING ALE WORKS

WYOMING ALE WORKS	Fire-EMS Training	Thank you gifts for engineer assessors	\$150.00
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WYOMING ALE WORKS - Total For Fire-EMS Training \$150.00

WYOMING ALE WORKS - ALL DEPARTMENTS \$150.00

WYOMING FIRST AID &

WYOMING FIRST AID & Police Administration First aid supplies \$174.06

WYOMING FIRST AID & - Total For Police Administration \$174.06

WYOMING FIRST AID & - ALL DEPARTMENTS \$174.06

WYOMING STEEL & RECY

WYOMING STEEL & RECY Balefill - Diversion & Special Freon removal \$1,725.00

WYOMING STEEL & RECY - Total For Balefill - Diversion & Special \$1,725.00

WYOMING STEEL & RECY - ALL DEPARTMENTS \$1,725.00

ZTRIP

ZTRIP Risk Management TRANSPORTATION SERVICES NOT ELSEWHERE \$88.80

ZTRIP - Total For Risk Management \$88.80

ZTRIP - ALL DEPARTMENTS \$88.80

CITYWIDE BILLS AND CLAIMS TOTAL \$3,434,795.26

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
 11/15/22

Additional Accounts Payable

10/27/22

Prewrits - Travel Reimbursements & Petty Cash

Ryan Brownell - Travel Reimbursement	55.95
First Interstate Bank - Petty Cash (Municipal Court)	10.00
	65.95


11/03/22



Prewrits - Payroll Vendors & Petty Cash

American Heritage Life Insurance Company (Allstate)	3,724.66
Continental American Insurance Company (Aflac)	583.20
First Interstate Bank - Petty Cash (Hogadon)	2,300.00
Life Insurance Company of North America (Cigna)	12,711.97
NCPERS Group Life Insurance	640.00
	19,959.83

Total Additional AP \$ 20,025.78

October 24, 2022

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish Public Hearing for Transfer of Ownership for Retail Liquor License No. 37 From Charger Holdings, LLC d/b/a Yellowstone Garage Located at 355 West Yellowstone to 307 Repair, Inc. d/b/a Yellowstone Garage Bar and Grill, Located at 355 West Yellowstone.

Meeting Type & Date
Regular Council Meeting
November 15, 2022

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish December 6, 2022 as the Public Hearing date for a transfer of ownership for liquor license no. 37 from Charger Holdings, LLC d/b/a Yellowstone Garage, located at 355 West Yellowstone to 307 Repair, Inc. d/b/a Yellowstone Garage Bar and Grill, Located at 355 West Yellowstone

Summary
An application has been received requesting a transfer of ownership for liquor license no 37 from Charger Holdings, LLC d/b/a Yellowstone Garage, located at 355 West Yellowstone to 307 Repair, Inc. d/b/a Yellowstone Garage Bar and Grill, Located at 355 West Yellowstone

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

1. This Retail Liquor License shall be restricted to its use only at 355 West Yellowstone, 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 as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

If approved, this license will be active immediately.

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).

Financial Considerations

The transfer fee for this license is \$100.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 4, 2022

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

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

SUBJECT: Establish December 6, 2022 as the Public Hearing Date for a New Restaurant Liquor License No. 49 for MW KW Corp. d/b/a Little Shop of Burgers, Located at 1040 North Center Street.

Meeting Type & Date

Regular Council Meeting
November 15, 2022

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish December 6, 2022 as the Public Hearing Date for a new restaurant liquor license No. 49 for MW KW Corp. d/b/a Little Shop of Burgers, located at 1040 North Center Street.

Summary

An application has been received requesting a new restaurant liquor license No. 49 for MW KW Corp. d/b/a Little Shop of Burgers, located at 1040 North Center Street.

In 2021, the Wyoming Liquor Laws regarding restaurants were amended. Restaurant liquor licenses now must have a dispensing area rather than a dispensing room. City Council will now approve a dispensing “area”, and the area will be age restricted to individuals 18 and over. No consumption can take place in this area.

The main requirement now is that meals must be prepared and served for on premises consumption. Previously, the service of “only fry orders” or sandwiches and hamburgers did not qualify an establishment as a restaurant.

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).

Financial Considerations

The City of Casper will receive the prorated license fee, totaling \$469.00 in revenue.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 10, 2022

MEMO TO: J. Carter Napier, City Manager *77 for JCN*
FROM: Liz Becher, Community Development Director *eb*
Craig Collins, AICP, City Planner
SUBJECT: Public hearing for consideration of an Ordinance approving a vacation, replat, subdivision agreement and zone change for the Pasadena Addition

Meeting Type & Date:

Regular Council Meeting, November 15, 2022

Action Type:

First reading on an ordinance, and public hearing

Recommendation:

The Planning and Zoning Commission recommends that the City Council approve, by ordinance, 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. Applicable City requirements and minimum standards are listed immediately below for Council's information.

Applicable City Codes and Adopted Policies/Plans

1. The Planning and Zoning Commission’s decision with regard to the vacation and replat is a recommendation to Council. With an approval, a “do-pass” recommendation will be forwarded. With a denial, a “do-not-pass” recommendation will be forwarded.
2. If the Planning and Zoning Commission “approves” the zone change, it will advance to the City Council for their consideration, with a “do-pass” recommendation from the Commission. However, if the zone change were to be denied by the Commission, the zone change will be dead, and will not progress to City Council, unless an appeal is requested, in the manner specified by Code.
3. Conditions of approval are permissible with the vacation and replat, but are not with zone changes.
4. 16.16.020 General engineering principles for Casper streets and utilities:

(C)(3) – All lots must have frontage on either a dedicated public street or a dedicated public access easement. The minimum width of the frontage must meet all minimum code requirements.
5. 17.68.040(B) – Minimum lot width in the C-2 (General Business) zoning district. None Specified.
6. 17.08.010 (Definitions) –
 - “Flagpole” in reference to a “flag lot,” means a strip of land, a minimum of twenty-four feet (24’) in width, connecting the widest area of a “flag lot” to the public right-of-way and may be used as the means of access.
 - “Flag Lot” means a platted parcel of property shaped like a flag or panhandle with its widest area set back some distance from a publicly dedicated and improved street, and having a strip of land (“flagpole”) that provides the property with frontage on a public street.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Location Map

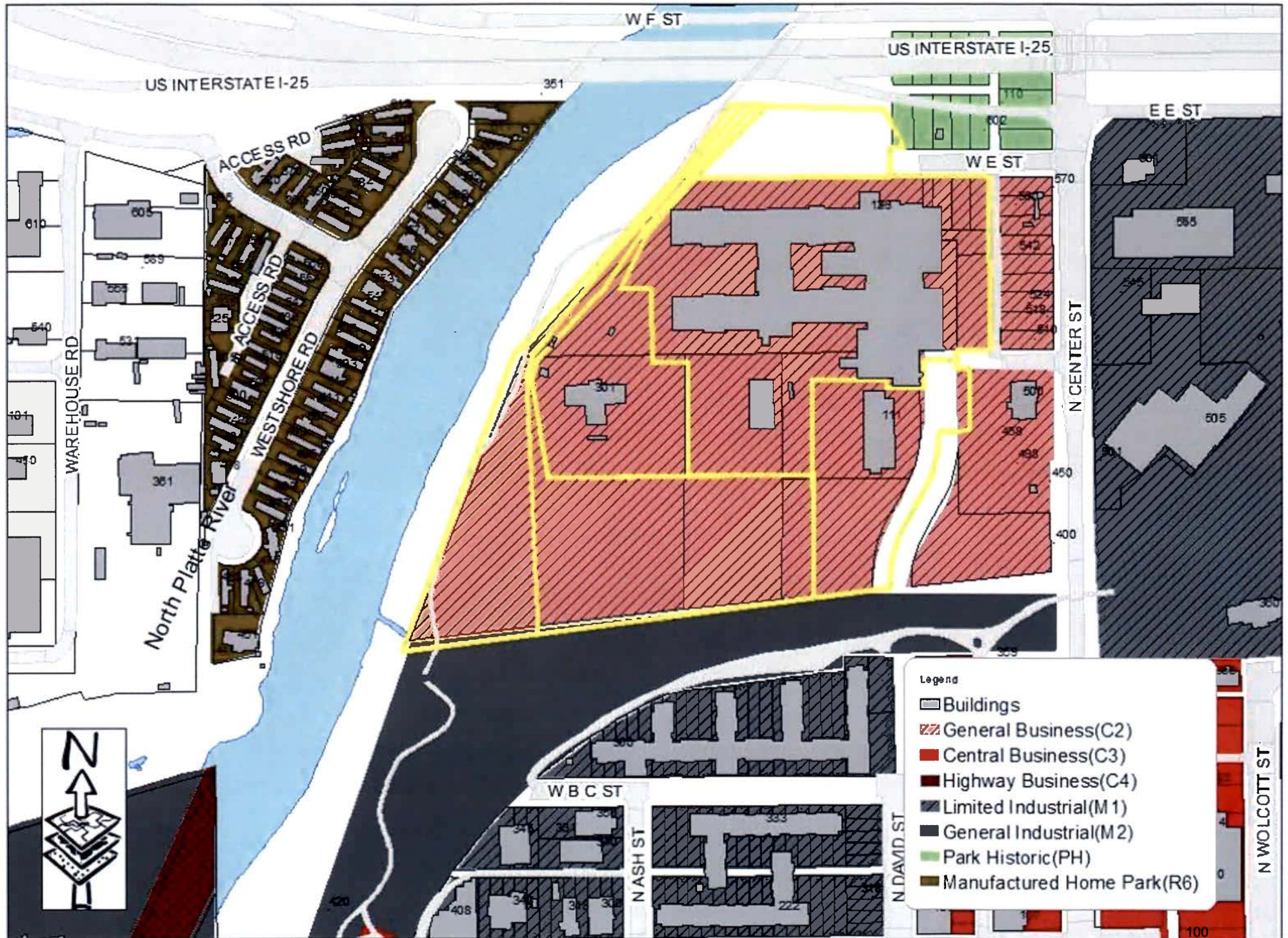
Zoning Map

Ordinance

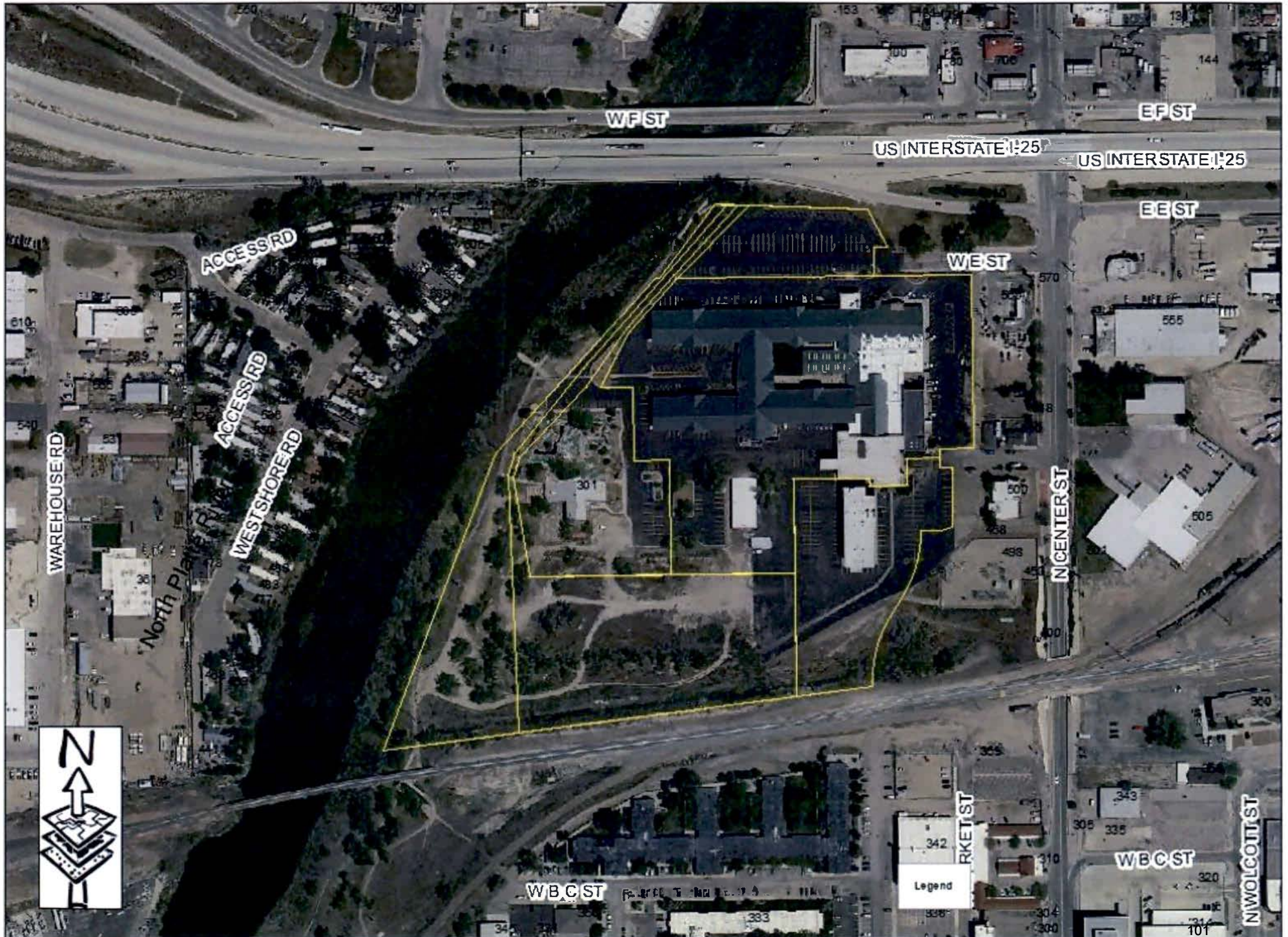
Subdivision Agreement

Plat

Replat/Zoning Creating the Pasadena Addition



Replat/Zoning Creating the Pasadena Addition



ORDINANCE NO. 19-22

AN ORDINANCE APPROVING A REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE PASADENA ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat all of the Goldwater Addition, Portions of Goldwater Addition No. 2, Portions of the vacated North David Street Right-of-Way, Portions of the Liberty Addition, and an unplatted portion of the NE1/4SW1/4 & NW1/4SE1/4, Section 4, T.33N., R.79W., 6th P.M, to create the Pasadena Addition to the City of Casper; and,

WHEREAS an application has been made to zone all of the above-described lots within the Pasadena Addition to C-2 (General Business); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be approved with the approval of the vacation and plat upon third reading of this ordinance; and,

WHEREAS, this platting and rezoning requires approval by ordinance following a public hearing; and,

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

WHEREAS, the governing body of the City of Casper finds that the above-described zoning request, vacation, plat and subdivision agreement should be approved.

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

SECTION 1:

That the above-described zoning of the Pasadena Addition as C-2 (General Business) is hereby approved.

SECTION 2:

The vacation, replat and subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 20____.

PASSED on 2nd reading the ____ day of _____, 20____.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20____.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Mayor

November 1, 2022

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

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

SUBJECT: 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 Bar, 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 15, 2022

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application 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 Bar, 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 Bar, 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 as 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. However,

the City of Casper Municipal Code 5.08.150 still states no more than one license or permit shall be issued to any one person. Occasions by Cory, LLC d/b/a Occasions by Cory currently has a restaurant liquor license at 303 South Wolcott. Therefore, Occasions by Cory Bar, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory will have the retail liquor license at 410 South Ash Street in accordance with the code.

If approved, this license will be active by the end of November 2022. This venue will be primarily a bar but it will also include package liquor. There will be a grab and go style food option as well as a charcuterie bar. They will have a line of non-alcoholic distilled spirits that will be utilized in craft “mocktails”.

As required by Municipal Code 05.08.080, a notice was published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it is being advertised on the City’s website (www.casperwy.gov).

Financial Considerations

City will receive \$100 if this license is approved.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

Food and drink menu

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Retail 36

License Fees: Annual Fee: \$ _____ Date filed with clerk: 10/12/2022

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 11/2/2022 & 11/6/2022

Transfer Fee: \$ 100.00 Hearing Date: 11/15/2022

Publishing Fee: \$ 90.38

Publishing Fee Direct Billed to Applicant:

License Term: 11 / 16 / 2022 Through 03 / 31 / 2023
Month Day Year Month Day Year

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

Applicant: Occasions by Cory Bar, LLC

Trade/Business Name (dba): The Drinkery - A Modern Bar + Venue by Cory

Building to be licensed/Building Address: 410 S. Ash Street.
Number & Street

Casper WY 82601 Natrona
City State Zip County

Local Mailing Address: Same as above
Number & Street or P.O. Box

Casper WY 82601 Natrona
City State Zip County

Local Business Telephone Number: (307) 337.2679 Fax Number: (_____)

Business E-Mail Address: events@occasionsbycory.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input checked="" type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
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SPECIAL DESIGNATIONS

CONVENTION FACILITY GOLF CLUB RESORT
 CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM GUEST RANCH

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan. to Dec.
 SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon. to Sun.
 NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10:00 am to 10:00 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

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

- (a) **OWN** the licensed building? YES (own)
- (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate: Copy of updated lease is attached herein.

- (i) When the lease expires, located on page 1 paragraph 4 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 6 paragraph K of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) YES NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection therewith:
Restaurant liquor license operated at 303 S. Wolcott

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a) YES NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

7. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) YES NO
(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO

- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

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

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

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

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

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

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

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

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

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

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

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

REQUIRED ATTACHMENTS:

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Natrona) SS.

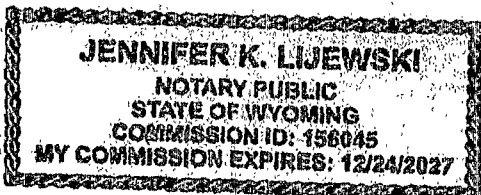
Signed and sworn to before me on this 12th day of October, 2023 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-------------------------------------|--|-----------------------------------|
| 1) | <u>Cory J Poulos</u>
(Signature) | <u>Cory J Poulos</u>
(Printed Name) | <u>owner / president</u>
Title |
| 2) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:

Jennifer K. Ljewski
Signature of Notary Public

My commission expires: 12.24.2027



AFFIDAVIT OF WEBSITE PUBLICATION

State of Wyoming)
County of Natrona)

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

- Notice of the public hearing set forth below was posted continually on the City of Casper website in accordance with W.S. 12-4-104. The said posting commenced on 11/01/2022 and ended on 11/16/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

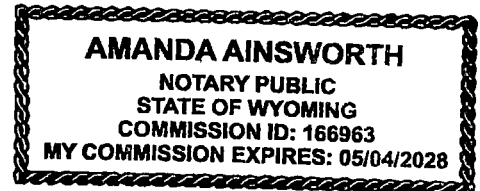
By: Carla Mills - Laatsch Date: 11/9/2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

9th day of November, 2022

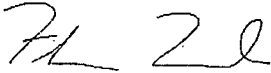
[Signature]



Provide to City of Casper Central Records

TRANSFER OF OWNERSHIP FOR RETAIL LIQUOR LICENSE

An application for transfer of ownership for retail liquor license no. 36 Occasions by Cory, LLC d/b/a The Drinkery – A Modern Bar + Venue by Cory has been received in this office. Public Hearing on said application will be held on November 15, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: November 2 & 6, 2022

-the classics-

shaken martini

classic ketel one vodka or

tanqueray gin martini

moscow mule

titos, lime juice, ginger beer

old fashioned

makers mark, bitters, simple, orange, club soda

manhattan

buffalo trace

negroni

gin, campari, sweet vermouth, angostura bitters

gimlet

gin, lime, simple

tom collins

gin, sweet & sour, club soda

paloma

tequila, grapefruit, club soda

margarita

espolon, cointreau, lime juice, agave

mojito

rum, lime, mint simple, club soda

daquiri

rum, lime, simple

long island

vodka, rum, gin, tequila, sweet + sour, splash of cola

french 75

gin, simple, lemon, topped with bubbles

-martinis-

white cosmo

ketel one, cointreau, lime juice, white cranberry

lemon drop

absolut limon, cointreau, lemon juice + sweet & sour

brandy alexander

courvosier, creme de cacao, cream

tequini

espolon, st germaine, cucumber + strawberry, lime, pineapple

boston sour

whiskey, lemon juice, simple
& egg white

-the moderns-

fresh start pear martini

titos, absolut pear vodka, lemon,

brown sugar simple, poached pear

tropic mule

pineapple, lemon vodka, vanilla simple

drinkery old fashioned

woodford, luxardo & grand marnier

hudson

hudson white whiskey, lillet blanc, orange bitters

white negroni

hendricks, lillet blanc, suze

blackberry gimlet

gin, lime, blackberry brandy, rosemary simple

cranberry tom collins

st germaine, gin, lemon, cranberry, club soda

campanella paloma

reposado tequila, grapefruit, aperol, lime, honey

star margarita

casamigos mezcal

pom mojito

rum, mint simple, lime, pom juice, club soda

the spiced daquiri

hot honey simple

miami long island

vodka, rum, gin, peach schnapps, pineapple,
lemon-lime soda

lavender french 75

gin, lavender simple, lemon, topped with bubbles

-margaritas-

prickly pear

casamigos, cointreau, prickly pear puree, lime,

bittersweet pineapple

casamigos, aperol, pineapple, lime juice & agave

coconut

casamigos, cointreau, lime, cream of coconut

cucumber hot honey

casamigos, cointreau, hot honey, orange, lime

strawberry basil

casamigos, cointreau, strawberry puree, lime, agave

-taps-

wairau river sauvignon blanc | 9
elouan pinot noir | 9
coors light | 4
melvin killer bees | 6
gruner brothers north platte pale ale | 6
guinness | 7

-bottles | cans-

high noon | 6
white claw | 5
blacktooth | 6
bud light, budweiser, coors light, coors banquet,
miller lite, michelob ultra | 5
stella artois, corona, heineken | 5
gruner brothers | 6

-zero proof-

espresso mocktini | 8
seedlip mocktail | 8
seedlip mocktail | 8
ritual zero gin \ rum \ whiskey \ tequila
alternatives | 9
hiyo mindful social tonics | 7

-grab & go-

caesar salad with blackened chicken | 14
cobb salad | 14
seasonal select salad | 15
roast beef & cheddar wrap | 13
smoked turkey & muenster wrap | 12
ham & swiss wrap | 12

-take & bake-

17" pizza (no meat) | 19
17" pizza (meat) | 22
pastas (no meat) | 16
pastas (meat) | 19

-bubbles-

prickly pear
prickly pear puree, cointreau, lemon, prosecco
pink sherbert royale
brandy, blackberry, prosecco
flirtini
titos, cointreau, pineapple, prosecco
elderflower spritz | 12
st germaine, lemon, simple, bubbles
aperol spritz | 12
aperol, lemon-lime soda, bubbles
champagne cocktail | 10
sugar, angostura butters, bubbles
peach bellini
peach schnapps + nectar, prosecco
champagne sidecar
courvosier, cointreau, lemon, prosecco
freixenet cordon negron brut split | 11
la marca prosecco split | 15
veuve clicquot 375ml | 42

-obc signatures-

huckleberry lemonade | 9
huckleberry vodka, berry, lemonade
berry mojito | 12
rum, mint simple, berry, club soda
whiskey cocktail | 14
backwards american whiskey, brown sugar,
cranberry, fresh lemon
london fog
vanilla vodka, earl grey, lavender simple, cream
pear gin fizz
sapphire, absolute pear, lemon, poached pear, sage,
lemon-lime soda
espresso martini | 13
tito's, kahlua, espresso, cream

-red wine-

Cabernet Sauvignon	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
Layer Cake	\$9	\$12	\$29
Joshua Cellars Reserve			\$35
BV Napa Valley			\$58
Stag's Leap Napa Valley			\$91
Caymus Napa Valley			\$117

Pinot Noir	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
La Crema	\$12	\$15	\$49
J. Lohr Estates			\$29

Merlot	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
Clos Du Bois	\$9	\$12	\$23
Charles Krug			\$41

Malbec	6oz	9oz	Bottle
Trapiche Oak Cask	\$7	\$10	\$21
The Show			\$27
Luigi Bosca Reserva			\$36

Unique Reds	6oz	9oz	Bottle
Bogle Petie Syrah	\$7	\$10	\$21
Dark Horse Red Blend	\$7	\$10	\$21
Seven Deadly Zins	\$9	\$12	\$29
Francis Coppola Syrah - Shiraz			\$31
Luigi Bosca Reserva			\$36
Marchesi Di Barolo Barbera			\$41
D'Alba Ruvei Doc			

-charcuterie bar-

30 oz box | 17

49 oz box | 24

71 oz box | 35

build your own charcuterie bar
pricing is based on box size with
lid closed flat

-white wine-

Chardonnay	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
La Crema	\$12	\$15	\$44
J. Lohr Estate			\$26
Stag's Leap Karia Napa Valley			\$63

Pinot Grigio	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
La Crema			\$37

Sauvignon Blanc	6oz	9oz	Bottle
Dark Horse	\$7	\$10	\$21
Kim Crawford	\$11	\$14	\$34
Cakebread			\$58

Unique Whites + Rose	6oz	9oz	Bottle
Moscato	\$7	\$10	
Chateau St Michelle			
Riesling	\$7	\$10	\$21
Mirassou Moscato			\$22
Cupcake Riesling			\$24
Dark Horse Rose	\$7	\$10	\$21
White Zinfandel	\$7	\$10	\$21
Bushido Premium Japanese Sake			\$8

Bubbles			Bottle
Freixenet Cordon Negro Brut Split			\$10
La Marca Prosecco Split			\$14
La Marca Prosecco 750mL			\$34
Veuve Clicquot Brut			\$83

-flatbread pizza delivery-

chicken jalapeno popper | 16

caprese | 15

italian stallion | 16

steak or chicken taco | 16

nashville hot | 16

gyro | 16

roasted corn + veggie | 15

buffalo chicken | 16

pepperoni | 15

peach + prosciutto | 16

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 31st 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 1st 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.

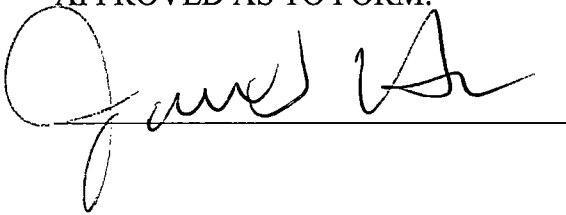
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PASSED on 1st reading the 1st day of November, 2022

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 cursive script, 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

November 9, 2022

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

FROM: John Henley, City Attorney JH

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, Age or Disability."

Meeting Type & Date:
Regular Council Meeting
November 15, 2022

Action type:
Second Reading

Recommendation:
That City Council consider the proposed Ordinance on second reading.

Summary:
The City conducted the Public Hearing and First Reading regarding an ordinance concerning malicious harms based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin or disability on November 1, 2022. On first reading "age" was amended into the proposed ordinance.

At the November 8, 2022, Work Session, City Council discussed adding definitions and exceptions to the proposed ordinance. Find attached a draft of a proposed amendment for Council to consider on the second reading of the Ordinance.

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
Proposed Amendment
Draft of Ordinance if the proposed Amendment is adopted.

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, AGE 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, age 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, age 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 1st reading the 1st day of November, 2022.

PASSED on 2nd reading the ____ day of _____, 2022.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

**Proposed Amendment Concerning An Ordinance Amending Chapter 9.08 of the Casper
Municipal Code**

(Changes in red)

Section 9.08.020:

F. Exceptions and Definitions.

1. 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.

3. Definitions:

- a. “Age” as a protected characteristic in this Code Section shall be limited to individuals who are at least fifty (50) years of age. Age as a protected class does not include activities or distinctions that have been adopted by valid legislative acts, case law, or administrative actions. Driving restrictions, the establishment of retirement communities with residents of fifty-five (55) years of age or greater, senior citizen centers, and meals on wheels are excluded from this provision.
- b. “Malice” as used in this ordinance means wrongful intention;
- c. “Prejudice” as used in this ordinance means a preconceived opinion or belief;
- d. “Discriminate against” as used in this ordinance means, to treat a natural person or a group of people in a worse way because of one or more characteristics as reference herein; mere speech, unless used and intended to incite, successfully, a battery committed by another, or property damage, or to cause, successfully, a reasonable imminent fear of bodily harm, does not fall within this definition.
- e. “Dwelling unit” as used in this ordinance means: A room in which people sleep, no matter the number of dwelling units in the building or the number of beds/sleeping accommodations in an individual room.
- f. “Gender identity” as used in this ordinance means, a person’s internal sense of gender; in essence, how individuals perceive themselves, and communicated usually, by what they call themselves.
- g. “Gender expression” as used in this ordinance means, the non-verbal way a person communicates gender identity to others, through behavior, clothing, hairstyles, voice or body characteristics.

ORDINANCE NO.

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, AGE 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, age 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, age 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 and Definitions.

~~F.~~ 1. 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.

3. Definitions:

- a. “Age” as a protected characteristic in this Code Section shall be limited to individuals who are at least fifty (50) years of age. Age as a protected class does not include activities or distinctions that have been adopted by valid legislative acts, case law, or administrative actions. Driving restrictions, the establishment of retirement communities with residents of fifty-five (55) years of age or greater, senior citizen centers, and meals on wheels are excluded from this provision.
- b. “Malice” as used in this ordinance means wrongful intention;
- c. “Prejudice” as used in this ordinance means a preconceived opinion or belief;
- d. “Discriminate against” as used in this ordinance means, to treat a natural person or a group of people in a worse way because of one or more characteristics as reference herein: mere speech, unless used and intended to incite, successfully, a battery committed by another, or property damage, or to cause, successfully, a reasonable imminent fear of bodily harm, does not fall within this definition.
- e. “Dwelling unit” as used in this ordinance means: A room in which people sleep, no matter the number of dwelling units in the building or the number of beds/sleeping accommodations in an individual room.
- f. “Gender identity” as used in this ordinance means, a person’s internal sense of gender; in essence, how individuals perceive themselves, and communicated usually, by what they call themselves.
- g. “Gender expression” as used in this ordinance means, the non-verbal way a person communicates gender identity to others, through behavior, clothing, hairstyles, voice or body characteristics.

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 1st reading the ____ day of _____, 2022.

PASSED on 2nd reading the ____ day of _____, 2022.

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

APPROVED AS TO FORM:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 27, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Police Chief *KMP 307*
Zack Winter, Police Sergeant
SUBJECT: A Resolution Ratifying and Approving a Grant Award in the Total Amount of Fifty-Three Thousand Three Hundred Eighty-Eight Dollars and 52/100 (\$53,388.52) Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program

Meeting Type & Date

Regular Council Meeting November 15, 2022

Action type

Resolution

Recommendation

That the City Council approve a resolution ratifying and approving a grant award from the Wyoming Department of Transportation Highway Safety Program.

Summary

The Casper Police Department was awarded a Highway Safety Grant from the Wyoming Department of Transportation to be used to enforce the reduction of impaired driving related to alcohol impairment.

Impaired driving remains a major problem in Wyoming. Wyoming's 2020 alcohol-impaired driving fatality rate remains higher than the national rate. According to the 2021 Wyoming Report on Traffic Crashes, impaired driving crashes were responsible for 36.9% of fatal crashes and 6% of all total crashes. Locally, the Casper Police Department investigated 16.91%, 16.61% and 18.66% of the entire, statewide total of impaired driving crashes for 2019, 2020, and 2021 according to WYDOT Driver Services.

The Casper Police Department is requesting the Governing Body to ratify and approve the grant award.

Financial Considerations

Activities will be reimbursed through the Wyoming Department of Transportation Highway Safety Program

Oversight/Project Responsibility

Sergeant Zack Winter

Attachments

FFY2023 Sub Award Agreement Impaired Driving

**HIGHWAY SAFETY PROGRAM FFY2023 SUB-AWARD AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY
PROGRAM AND CASPER POLICE DEPARTMENT**

I. Sub-Recipient Contact Information	
Sub-Recipient: Casper Police Department Mailing Address: 201 N. David St. Sub-Recipient Unique Entity Identifier: HXH4C4Y14JR5 Sub-Recipient Expenditure Amount: \$48,535.02	Sub Award Title: Impaired Driving High Visibility Overtime Enforcement City, State, Zip: Casper WY 82601-1830 Budget Period: October 1, 2022 – September 30, 2023 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Stephanie Lucero 307-777-4198 stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: M5HVE-2023-BI-HV-02 WYDOT Project Number: HS4D523 Funding Source: 405d Is Award for Research or Development? No Total Expenditure Amount: \$53,388.52 Total Approved Funds: \$59,261.26	Program Area: 405d Mid HVE WYDOT Activity Number: WHVA Federal Percent: 90.49% Performance Period: October 1, 2022 – December 31, 2023 WYDOT Indirect Rate: 11% Local Benefit: \$58,988.06
IV. Federal Award Information	
NHTSA Region 8 Program Administrator Name: Gina Espinosa-Salcedo Telephone: 720-963-3100 Email: NHTSA.region8@dot.gov	
Assistance Listing Number: 20.616 Federal Awarding Agency: National Traffic Highway Safety Administration (NHTSA) FAIN: 69A3752230000405DWYM Amount of Federal Funds Obligated by Action: \$407,205.00 Total Federal Award: \$902,279.84	Assistance Listing Number Title: National Priority Safety Programs Federal Award Name: Highway Safety Behavioral Program (HSO) Federal Award Date: 12/15/2021 Total Amount of Funds Obligated: \$499,500.00

1. **Parties.** This is a Sub-Award Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation Highway Safety Program (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, to the Casper Police Department (Sub-Recipient), whose address is 201 N. David St., Casper WY 82601-1830.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sub-Recipient and WYDOT in the administration of the Highway Safety Behavioral Program. This Agreement establishes a responsibility of the Sub-Recipient to WYDOT and that the Sub-Recipient will follow all grant requirements as outlined by WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from October 1, 2022 or the Effective Date, whichever is later (Term Start Date), through December 31, 2023. The Sub-Recipient's Budget Period is from the Term Start Date, through September 30, 2023. WYDOT's Performance Period is from the Term Start Date through December 31, 2023.
4. **Problem Statement.** Impaired driving remains a major problem in Wyoming. Wyoming's 2020 alcohol-impaired driving fatality rate at 0.44 which is higher than the national rate at 0.40 as reported by the Fatality Analysis Reporting System (FARS). According to the 2021 WY Report on Traffic Crashes impaired driving crashes were responsible for 36.9% of fatal crashes and 6% of total crashes. Alcohol and Crime in Wyoming 2021 reported DUI's accounted for 32.36% of all statewide arrests with an average blood alcohol content (BAC) of 0.16. Fifty-one percent (51%) of persons arrested for DUI had a reported BAC level above 0.16 and fourteen percent (14%) had a BAC of 0.24 or greater. A dangerous trend in impaired driving is DUI's involving drugs. Eighteen percent (18%) of persons arrested for DUI's involved drugs.

Casper Police Department investigated 16.91%, 16.61%, and 18.66% of impaired driving crashes for 2019, 2020, and 2021 (WYDOT Traffic Records). Casper Police Department also represented 8.16%, 8.49%, and 9.64% of all statewide impaired driving arrests for 2019, 2020, and 2021 (WYDOT Driver Services).

5. **Scope of Work.** High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. HVE combines highly visible and proactive law enforcement targeting impaired driving. This project will provide year long sustained impaired driving overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. Section seven (7) and Section eight (8) will assist WYDOT in reaching statewide performance targets listed below:

- A. C-1 Number of Traffic Fatalities (FARS)
FY2023 Target: One hundred twenty-eight (128).

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and Casper Police Department,
HSP Project M5HVE-2023-BI-HV-02,
Sub-award Title Impaired Driving High Visibility Overtime Enforcement

- B. C-2 Number of Serious Injuries in Traffic Crashes (State)
FY2023 Target: Four hundred fifty (450).
 - C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS)
FY2023 Target: Forty-two (42).
 - D. S-2 Number of Drug Involved Fatal and Serious Injuries
FY2023 Target: Eighty (80).
7. **Goals.** Utilize local law enforcement to effectively deploy resources to assist in reducing impaired driving fatalities and injuries through sustained enforcement of Wyoming's Impaired Driving laws.
8. **Deliverables.** The Sub-Recipient agrees to:
- A. Conduct all grant related activity on the HSO Project Site. An email invite will be sent to the Project Director, Authorizing Official, and authorized signers upon execution of this Agreement. All reporting forms will be available on the HSO Project Site.
 - B. Conduct sustained year round enforcement based on data driven efforts.
 - C. Participate in the impaired driving mandatory campaigns 'Holiday Season' from December 14, 2022 to January 1, 2023 and 'National Mobilization' campaigns from August 16, 2023 to September 4, 2023.
 - D. Sub-Recipient is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at:
<https://www.trafficsafetymarketing.gov/calendars>.
 - E. Ensure impaired driving enforcement is conducted from a marked patrol vehicle. No foot or bicycle patrols allowed.
 - F. Ensure Attachment E, Event Activity Report (HS-7) Form, which is attached to and incorporated into this Agreement by this reference, clearly indicates Impaired Driving is the focus of the event.
 - G. Ensure that the reporting officer clearly indicates on Attachment D, Officer Activity Report (HS-6 Form), which is attached to and incorporated into this Agreement by this reference, that Impaired Driving is the focus of the overtime through one of the following methods.
 - (i) Enforcement of impaired driving as evidenced by an impaired driving arrest.
 - (ii) If no impaired driving arrests are made, a comment is required in the Notes

Section as to why.

- H. Ensure reimbursement is based on actual overtime expenditures and comply with the Fair Labor Standards Act (FLSA). Must provide official agency generated expense report(s) for labor charges.
- I. Ensure Project Director or Authorizing Official signature is on Attachment B, Grant Claim for Reimbursement, which is attached to and incorporated into this Agreement by this reference. If not, provide a letter authorizing said individual to approve expenditures.
- J. If an officer is called to assist with high priority calls that does not involve impaired driving overtime enforcement for any reason, officer must not claim reimbursement for overtime hours.
- K. May provide Officer Log or other supporting documentation when submitting Attachment B.
- L. If no grant funded impaired driving overtime is conducted during the month, Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month.
- M. Notify WYDOT immediately if unable to fulfill the stated activities, for any reason, to discuss alternate plans.

9. Project Budget.

A. Cost Summary.

Personnel Services		\$ 48,535.02
Indirect Cost (10%)		\$ 4,853.50
	Grant Expenditure Amount	\$ 53,388.52
WYDOT ICAP (11%)		\$ 5,872.74
	Total	\$ 59,261.26

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to WYDOT no later than October 15, 2023. Any cost modification of the budget must be approved by WYDOT.
- (ii) Any cost modification of the budget must be approved by WYDOT.
- (iii) The Sub-Recipient shall have the following documentation supporting expenditures when requesting reimbursement: Attachment B, Grant Claim Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project M5HVE-2023-BI-HV-02, Sub-award Title Impaired Driving High Visibility Overtime Enforcement

for Reimbursement; Attachment C, Balance Report; which is attached to and incorporated into this Agreement by this reference Agency Generated Expense Report(s); Attachment E, Event Activity Report (HS-7); and Attachment D, Officer Activity Report (HS-6).

- (iv) When submitting payment to the HSO Project Site, ensure the file name includes the following information: Agency Name, Month, Focus of Enforcement (ie., any agency January DUI).
- (v) Payment will be processed upon review and approval of documentation submitted with Attachment B, Grant Claim for Reimbursement.
- (vi) If clarification, additional documentation, updates, or changes to support documentation is needed from any submitted or future expenses WYDOT will notify the Sub-Recipient in writing of the request and provide an expected response date or implementation date.
- (vii) The Sub-Recipient shall notify WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.
- (viii) In accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of WYDOT coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the project director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

10. Project Evaluation/Reporting.

- A. Monthly Report.** Attachments D, Officer Activity Report (HS6) and E, Event Activity Report (HS7) shall serve as the Monthly Report for all expenditures. Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month by the 15th of the following month.
- B. Annual Report.** WYDOT shall provide the Sub-Recipient an Annual Report summarizing all fiscal year project activities and will be required, at minimum, to sign the report acknowledging its accuracy, and may comment on project successes or challenges.

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and Casper Police Department,
HSP Project M5HVE-2023-BI-HV-02,
Sub-award Title Impaired Driving High Visibility Overtime Enforcement

11. **Seat Belt Policy.** The Sub-Recipient shall have a seat belt usage policy and require any of its sub-recipients, contractors, subcontractors, and consultants to comply.
12. **Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements in Attachment A, Federal Certification and Assurances, which is attached to and incorporated into this Agreement by this reference.
13. **State Special Provisions for Federal Dollars.**
 - A. **Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Sub-Recipient 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.
 - C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
 - D. **Kickbacks.** Sub-Recipient 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 Sub-Recipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
 - E. **Limitations on Lobbying Activities.** By signing this Agreement, Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, cooperative agreement, or loan.

- F. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Sub-Recipient 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 Agreement related work.
- G. Nondiscrimination.** The Sub-Recipient 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.
- H. 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.
- I. Suspension and Debarment.** By signing this Agreement, Sub-Recipient 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, Sub-Recipient agrees to notify WYDOT 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.
- J. Administration of Federal Funds.** Sub-Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- K. Federal Audit Requirements.** Sub-Recipient 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. Sub-recipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Sub-Recipient shall provide one (1)

copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

- L. Non-Supplanting Certification.** Sub-Recipient 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. Sub-Recipient 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.
- M. Program Income.** Sub-Recipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

14. State General Provisions for Federal Dollars.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sub-Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.

- E. Availability of Funds.** Each payment obligation of WYDOT 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 WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sub-Recipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty-one (21) pages, Attachment B, Grant Claim for Reimbursement consisting of one (1) page, Attachment C, Balance Report consisting of one (1) page, Attachment D, Officer Activity Report (HS-6), consisting of one (1) page, Attachment E, Event Activity Report (HS-7), consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Sub-Recipient 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 Sub-Recipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Sub-Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient 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 Sub-Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Sub-Recipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, Sub-Recipient agrees to return all such original and derivative information and documents to WYDOT 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.

- P. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- Q. 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.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sub-Recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Taxes.** The Sub-Recipient 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.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- X. 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.
- Y. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sub-Recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.
- Z. Insurance Requirements.** Sub-Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

15. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

<p>SUB-RECIPIENT:</p> <p>PROJECT DIRECTOR</p> <p>NAME: Zack Winter TITLE: Sergeant PHONE: 307-235-8263 EMAIL: zwinter@casperwy.gov</p> <p>SIGNATURE: <u>Z Winter</u> <small>Z Winter (Sep 8, 2022 13:54 MDT)</small></p> <p>DATE: Sep 8, 2022</p>	<p>SUB-RECIPIENT:</p> <p>AUTHORIZING OFFICIAL</p> <p>NAME: Keith McPheeters TITLE: Chief of Police PHONE: 307-235-8225 EMAIL: kmcpheeters@casperwy.gov</p> <p>SIGNATURE: <u>Keith McPheeters, 307</u> <small>Keith McPheeters, 307 (Sep 8, 2022 14:59 MDT)</small></p> <p>DATE: Sep 8, 2022</p>
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HIGHWAY SAFETY PROGRAM APPROVAL	
SIGNATURE: <u>M. Carlson</u> <small>Matt Carlson (Sep 9, 2022 08:18 MDT)</small>	DATE: Sep 9, 2022
WYDOT APPROVAL	
SIGNATURE: <u>Thomas M. Dehoff</u>	DATE: Sep 9, 2022

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Alysia Goldman # 224676 8/31/22
Alysia Goldman, Assistant Attorney General Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination.** The Sub-Recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - B. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - C. FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - D. SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - E. THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - F. THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
 - G. TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - H. EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies,

and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- I. EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Recipient –

- J. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- K. Will administer the program in a manner that reasonably ensures that any of its Sub-Recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- L. Agrees to comply (and require any of its Sub-Recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- M. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- N. Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- (i) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (ii) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- (iii) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- (iv) That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (v) To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

2. **Certification – Drug Free Workplace.** This certification is required by the Corporation’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - (i) Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace;
 - (ii) Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - (iii) Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

- C. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;

- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;

- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - (i) Taking appropriate personnel action against the employee, up to and including termination; or
 - (ii) Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

- 3. **Political Activities (Hatch Act)**. The Sub-Recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 4. **Certification Regarding Federal Lobbying**. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. **Restriction on State Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. **Debarment and Suspension.**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D.** The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E.** The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F.** The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G.** The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

***Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions***

- K.** The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- L.** Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- M.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- N.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- O.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- P.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- Q.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- R.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- S.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- T.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- U.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- V. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- W. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUN and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- 7. **Buy American Act.** The State and each Sub-Recipient will comply with the Buy America requirement (Executive order dated April 18, 2017) when purchasing items using Federal funds. Buy America requires a State, or Sub-Recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.
- 8. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The State and each Sub-Recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

9. **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.
10. **Policy on Banning Text Messaging while Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
11. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the federal award for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
12. **Access to Records.** The Federal awarding agency, Inspector General, the Comptroller General of the United States, and WYDOT, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
13. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made

periodically by WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.

14. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
15. **Obligation Funds.** Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
16. **Changes.** The Sub-Recipient must obtain prior written approval from WYDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
17. **Program Income.** WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
18. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by WYDOT when procuring property and services under a Federal award.
19. **Property Insurance.** The Sub-Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Sub-Recipient.
20. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the project agreement and approved in advance by WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. WYDOT shall be provided with a copy of all contracts and agreements entered into by Sub-Recipients. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to WYDOT.

21. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
22. **Single Audit.** Sub-Recipients that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200 Subpart F.
23. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
24. **Central Sub-Recipient Registration (CCR) and Universal Identifier Requirements.** Requires that the Sub-Recipient be registered in the CCR prior to submitting an application or plan; and maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
25. **Conflict of Interest.** The Sub-Recipient/LPA/Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
26. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to WYDOT 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.
27. **Procurements by States.** When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including Sub-Recipients of a State, must follow the procurement standards in §§200.318 through 200.327.
28. **Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.**
 - A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

29. Domestic preferences for procurements.

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

30. Monitoring and reporting program performance.

- A.** Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.332.
- B.** Reporting program performance. The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Federal awarding agency must require the recipient to relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, recipients must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity performance can be measured.
- C.** Non-construction performance reports. The Federal awarding agency must use standard, government wide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.

 - (i)** The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Reports submitted annually by the non-Federal entity and/or pass-through entity must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semiannually must be due no later than 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report submitted by the non-Federal entity and/or pass-through entity must be due no later than 120 calendar days after the period of performance end date. A Sub-Recipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final performance reports as required by the terms

and conditions of the Federal award. See also §200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(ii) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the agency information collection request:

(a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(b) The reasons why established goals were not met, if appropriate.

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

D. Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

E. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

F. Site visits. The Federal awarding agency may make site visits as warranted by program needs.

- G. Performance report requirement waiver. The Federal awarding agency may waive any performance report required by this part if not needed.

31. Requirements for pass-through entities.

- A. All pass-through entities must:

- (i) Ensure that every subaward is clearly identified to the Sub-Recipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

- (a) Federal award identification.

- (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
- (2) Sub-Recipient's unique entity identifier;
- (3) Federal Award Identification Number (FAIN);
- (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of award to the recipient by the Federal agency;
- (5) Subaward Period of Performance Start and End Date;
- (6) Subaward Budget Period Start and End Date;
- (7) Amount of Federal Funds Obligated by this action by the pass-through entity to the Sub-Recipient;
- (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity including the current financial obligation;
- (9) Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity;
- (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - (12) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B.** All requirements imposed by the pass-through entity on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C.** Any additional requirements that the pass-through entity imposes on the Sub-Recipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- D.** An approved federally recognized indirect cost rate negotiated between the Sub-Recipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
- (i) The negotiated indirect cost rate between the pass-through entity and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.
 - (a) The pass-through entity must not require use of a de minimis indirect cost rate if the Sub-Recipient has a Federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d).
- E.** A requirement that the Sub-Recipient permit the pass-through entity and auditors to have access to the Sub-Recipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

- F.** Appropriate terms and conditions concerning closeout of the subaward.
- (i)** Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Sub-Recipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
 - (ii)** The Sub-Recipient's prior experience with the same or similar subawards;
 - (iii)** The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (iv)** Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v)** The extent and results of Federal awarding agency monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- G.** Consider imposing specific subaward conditions upon a Sub-Recipient if appropriate as described in §200.208.
- H.** Monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the Sub-Recipient must include:
- (i)** Reviewing financial and performance reports required by the pass-through entity.
 - (ii)** Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (iii)** Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the pass-through entity as required by §200.521.
 - (iv)** The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving

crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- I. Depending upon the pass-through entity's assessment of risk posed by the Sub-Recipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in §200.425.
- J. Verify that every Sub-Recipient is audited as required by Subpart F of this part when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- K. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- L. Consider taking enforcement action against noncompliant Sub-Recipients as described in §200.339 of this part and in program regulations.

32. Termination.

- A. The Federal award may be terminated in whole or in part as follows:
 - (i) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- B. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- C. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- D. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- E. By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
 - (i) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.
 - (ii) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 - (a) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—
 - (1) Has exhausted its opportunities to object or challenge the decision, see §200.342; or
 - (2) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- F. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
- G. Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.
- H. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.











FY2023 Casper PD Impaired Driving HVE OT Agreement

Final Audit Report

2022-09-08


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Casper PD Impaired Driving HVE OT Highway Safety Agreement

Final Audit Report

2022-09-09

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-  Document e-signed by Tom DeHoff (tom.dehoff@wyo.gov)
Signature Date: 2022-09-09 - 2:18:46 PM GMT - Time Source: server



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✔ Agreement completed.

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RESOLUTION NO. 22-200

A RESOLUTION APPROVING AND RATIFYING THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM GRANT FFY2023 SUB-AWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM AND CASPER POLICE DEPARTMENT

WHEREAS, the City of Casper has been awarded funds in the amount of Fifty-Three Thousand Three Hundred Eighty-Eight Dollars and 52/100 (\$53,388.52) to be used to support the reduction of impaired driving related to alcohol impairment; and

WHEREAS, the above referenced Agreement between the Wyoming Department of Transportation and the City of Casper must be executed to receive the grant funds; and

WHEREAS, the Agreement was executed on September 8, 2022, but not by the Governing Body; and

WHEREAS, the Governing Body has the proper authority to approve the Agreement; and,

WHEREAS, the Governing Body can approve the Agreement by ratification; and,

WHEREAS, the City of Casper desires to accept the funds from the Wyoming Department of Transportation; and,


WHEREAS, the Casper Police Department will use the awarded grant funds to deter and change unlawful traffic behaviors related to impaired driving due to alcohol consumption.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Governing Body hereby ratifies the Agreement and authorizes the Mayor to execute this resolution affirming the ratification.

BE IT FURTHER RESOLVED: That the Chief of Police and/or his/her designee is hereby authorized to execute all documents pertaining to the above-described grant award agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 27, 2022

MEMO TO: J. Carter Napier, City Manager *JCW*
FROM: Keith McPheeters, Police Chief *KMP 307*
Zack Winter, Police Sergeant
SUBJECT: A Resolution Ratifying and Approving a Grant Award in the Total Amount of Fifty-Two Thousand Nine Hundred Sixty-Six Dollars and 30/100 (\$52,966.30) Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program

Meeting Type & Date

Regular Council Meeting November 15, 2022

Action type

Resolution

Recommendation

That the City Council approve a resolution ratifying and approving a grant award from the Wyoming Department of Transportation Highway Safety Program.

Summary

The Casper Police Department was awarded a Highway Safety Grant from the Wyoming Department of Transportation to be used to enforce the reduction of unbelted injuries due to seat belt usage.

Seat belt usage is key to reducing injuries and is the single most effective way to protect yourself in a traffic crash. Wyoming's 2021 Observed Seat Belt use is at 80.2%, which is well below the national observed seat belt use rate of 90.4%. According to WYDOT Traffic Records, The Casper Police Department investigated 16.35%, 16.10%, and 19.11% of all statewide, unbelted vehicle occupant crashes for 2019, 2020, and 2021, respectively.

The Casper Police Department is requesting the Governing Body to ratify and approve the grant award.

Financial Considerations

Activities will be reimbursed through the Wyoming Department of Transportation Highway Safety Program

Oversight/Project Responsibility

Sergeant Zack Winter

Attachments

FFY2023 Sub Award Agreement Seat Belt Support

**HIGHWAY SAFETY PROGRAM FFY2023 SUB-AWARD AGREEMENT BETWEEN
THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY
PROGRAM AND CASPER POLICE DEPARTMENT**

I. Sub-Recipient Contact Information	
Sub-Recipient: Casper Police Department	Sub Award Title: Occupant Protection High Visibility Overtime Enforcement
Mailing Address: 201 N. David St.	City, State, Zip: Casper WY 82601-1830
Sub-Recipient Unique Entity Identifier: HXH4C4Y14JR5	Budget Period: October 1, 2022 – September 30, 2023
Sub-Recipient Expenditure Amount: \$48,151.18	Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager	Grant Manager
Name: Karson James	Stephanie Lucero
Telephone: 307-777-4200	307-777-4198
Email: karson.james@wyo.gov	stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: OP-2023-BI-OP-01	Program Area: Occupant Protection
WYDOT Project Number: HS40223	WYDOT Activity Number: WHVE
Funding Source: 402	Federal Percent: 90.49%
Is Award for Research or Development? No	Performance Period: October 1, 2022 – December 31, 2023
Total Expenditure Amount: \$52,966.30	WYDOT Indirect Rate: 11%
Total Approved Funds: \$58,792.59	Local Benefit: \$58,521.56
IV. Federal Award Information	
NHTSA Region 8 Program Administrator	
Name: Gina Espinosa-Salcedo	
Telephone: 720-963-3100	
Email: NHTSA.region8@dot.gov	
Assistance Listing Number: 20.616	Assistance Listing Number Title: National Priority Safety Programs
Federal Awarding Agency: National Traffic Highway Safety Administration (NHTSA)	Federal Award Name: Highway Safety Behavioral Program (HSO)
FAIN: 69A37522300004020WY0	Federal Award Date: 12/15/2021
Amount of Federal Funds Obligated by Action: \$271,470.00	Total Amount of Funds Obligated: \$333,000.00
Total Federal Award: \$2,832,068.62	

1. **Parties.** This is a Sub-Award Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation Highway Safety Program (WYDOT), whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, to the Casper Police Department (Sub-Recipient), whose address is 201 N. David St., Casper WY 82601-1830.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sub-Recipient and WYDOT in the administration of the Highway Safety Behavioral Program. This agreement establishes a responsibility of the Sub-Recipient to WYDOT and that the Sub-Recipient will follow all grant requirements as outlined by WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from October 1, 2022 or the Effective Date, whichever is later (Term Start Date), through December 31, 2023. The Sub-Recipient's Budget Period is from the Term Start Date, through September 30, 2023. WYDOT's Performance Period is from the Term Start Date through December 31, 2023.
4. **Problem Statement.** Seat belt usage is key to reducing injuries and is the single most effective way to protect yourself in a traffic crash. The data shows there is much work to be done to reduce unbelted injuries on Wyoming roads. Wyoming's 2021 Observed Seat Belt use at 80.2% which is well below the national observed seat belt use rate at 90.4%. The Wyoming Electronic Crash Records System (WECRS) shows that in 2021 there were thirteen thousand eight hundred and eighty-five (13,885) traffic crashes. Low seat belt usage was a contributing factor to the one hundred eleven (111) fatalities with forty-six (46) unbelted fatalities. In addition there were nine hundred sixty-three (963) crashes with unbelted vehicle occupants and four hundred forty-three (443) unbelted injuries with two hundred fifteen (215) critical injuries (fatal and serious injuries).

Casper Police Department investigated 16.35%, 16.10%, and 19.11% of unbelted vehicle occupant crashes for 2019, 2020, and 2021 of all statewide occupant protection related traffic crashes respectively (WYDOT Traffic Records).

5. **Scope of Work.** High Visibility Enforcement (HVE) is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors through highly visible and proactive occupant protection law enforcement. This project will provide year long sustained occupant protection overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. Section seven (7) and Section eight (8) will assist WYDOT in reaching statewide performance targets listed below:
 - A. C-1 Number of Traffic Fatalities (FARS, FHWA)
FY2023 Target: One hundred twenty-eight (128).
 - B. C-2 Number of Serious Injuries in Traffic Crashes (State)
FY2023 Target: Four hundred fifty (450).

C. C-4 Number of Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions (FARS)
FY2023 Target: Fifty-five (55).

D. C-6 Number of Speeding Related Fatalities (FARS)
FY2023 Target: Forty-six (46).

7. **Goals.** Utilize local law enforcement to effectively deploy resources to assist in reducing unbelted fatalities and injuries through enforcement of Wyoming's Occupant Protection laws.

8. **Deliverables.** The Sub-Recipient agrees to:

A. Conduct all grant related activity on the HSO Project Site. An email invite will be sent to the Project Director, Authorizing Official, and authorized signers upon execution of this Agreement. All reporting forms will be available on the HSO Project Site.

B. Conduct sustained year round enforcement based on a data driven efforts.

C. Participate in the required occupant protection 'May Mobilization' campaign from May 17, 2023 to June 4, 2023.

D. Acknowledge that it is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at:
<https://www.trafficsafetymarketing.gov/calendars>.

E. Ensure occupant protection enforcement is conducted from a marked patrol vehicle. No foot or bicycle patrols allowed.

F. Provide officers participating in high visibility occupant protection overtime 'Wyoming Safety Belt Enforcement Guide'. WYDOT will provide Sub-Recipient copies upon execution of this agreement.

G. Ensure the Attachment E, Event Activity Summary Report (HS-7), which is attached to and incorporated into this Agreement by this reference, clearly indicates Occupant Protection is the focus of the event.

H. Ensure that the reporting officer clearly indicates on Attachment D, Officer Activity Report (HS-6), which is attached to and incorporated into this Agreement by this reference, that Occupant Protection is the focus of the overtime through one of the following methods.

(i) Enforcement of occupant protection as evidenced by occupant protection citations.

(ii) Occupant Protection enforcement as evidenced by occupant protection Highway Safety Program Sub-Award Agreement between the

warnings.

- (iii) If no occupant enforcement citations or warnings are issued, a comment is required in the Notes Section as to why.
 - I. Ensure reimbursement is based on actual overtime expenditures and comply with the Fair Labor Standards Act (FLSA). Must provide official agency generated expense report(s) for labor charges.
 - J. Ensure Project Director or Authorizing Official signature is on Attachment B, Grant Claim for Reimbursement, which is attached to and incorporated into this Agreement by this reference. If not, provide a letter authorizing said individual to approve expenditures.
 - K. If an officer is called to assist with high priority calls that does not involve occupant protection overtime enforcement for any reason, officer must not claim reimbursement for overtime hours.
 - L. May provide Officer Log or other supporting documentation when submitting Attachment B, Grant Claim for Reimbursement.
 - M. If no grant funded impaired driving overtime is conducted during the month, Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement, indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month.
 - N. Notify WYDOT immediately if unable to fulfill the stated activities, for any reason, to discuss alternate plans.
9. **Project Budget.** WYDOT agrees to pay the Sub-Recipient the cost-not-to-exceed, Grant Expenditure Amount specified below:

A. Cost Summary.

Personnel Services	\$ 48,151.18
Indirect Cost (10%)	\$ 4,815.12
	Grant Expenditure Amount \$ 52,966.30
WYDOT ICAP (11%)	\$ 5,826.29
	Total \$ 58,792.59

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to WYDOT no later than October 15, 2023. Any cost modification of the budget must be approved by WYDOT.
- (ii) Any cost modification of the budget must be approved by WYDOT.

- (iii) The Sub-Recipient shall have the following documentation supporting expenditures when requesting reimbursement: Attachment B, Grant Claim for Reimbursement; Attachment C, Balance Report; which is attached to and incorporated into this Agreement by this reference; Agency Generated Expense Report(s); Attachment E, Event Activity Report (HS-7); and Attachment D, Officer Activity Report (HS-6).
- (iv) When submitting payment to the HSO Project Site, ensure the file name includes the following information: Agency Name, Month, Focus of Enforcement (ie., any agency January DUI).
- (v) Payment will be processed upon review and approval of documentation submitted with Attachment B, Grant Claim for Reimbursement.
- (vi) If clarification, additional documentation, updates, or changes to support documentation is needed from any submitted or future expenses WYDOT will notify the Sub-Recipient in writing of the request and provide an expected response date or implementation date.
- (vii) The Sub-Recipient shall notify WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.
- (viii) In accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of WYDOT coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the project director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

10. Project Evaluation/Reporting.

- A. Monthly Report.** Attachments D, Officer Activity Report (HS-6) and E, Event Activity Summary Report (HS-7) shall serve as the Monthly Report for all expenditures. Sub-Recipient must submit an Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month by the 15th of the following month.
- B. Annual Report.** WYDOT shall provide the Sub-Recipient an Annual Report summarizing all fiscal year project activities and will be required, at minimum, to

sign the report acknowledging its accuracy, and may comment on project successes or challenges.

11. **Seat Belt Policy.** The Sub-Recipient shall have a seat belt usage policy and require any of its sub-recipients, contractors, subcontractors, and consultants to comply.
12. **Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements in Attachment A, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference.
13. **State Special Provisions for Federal Dollars.**
 - A. **Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
 - B. **Environmental Policy Acts.** Sub-Recipient 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.
 - C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
 - D. **Kickbacks.** Sub-Recipient 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 Sub-Recipient breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
 - E. **Limitations on Lobbying Activities.** By signing this Agreement, Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in

connection with the award of a federal grant, agreement, cooperative agreement, or loan.

- F. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by Sub-Recipient 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 Agreement related work.
- G. Nondiscrimination.** The Sub-Recipient 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.
- H. 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.
- I. Suspension and Debarment.** By signing this Agreement, Sub-Recipient 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, Sub-Recipient agrees to notify WYDOT 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.
- J. Administration of Federal Funds.** Sub-Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- K. Federal Audit Requirements.** Sub-Recipient 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. Sub-recipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Sub-Recipient shall provide one (1)

copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.

- L. Non-Supplanting Certification.** Sub-Recipient 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. Sub-Recipient 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.
- M. Program Income.** Sub-Recipient shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

14. State General Provisions for Federal Dollars.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sub-Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall immediately, upon receiving written instruction from WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by WYDOT.
- E. Availability of Funds.** Each payment obligation of WYDOT 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 WYDOT at the end of the period for which the funds are available. WYDOT shall notify the Sub-Recipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty-one (21) pages, Attachment B, Grant Claim for Reimbursement consisting of one (1) page, Attachment C, Balance Report consisting of one (1) page, Attachment D, Officer Activity Report (HS-6), consisting of one (1) page, Attachment E, Event Activity Report (HS-7), consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** Sub-Recipient 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 Sub-Recipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe

weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Sub-Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient 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 Sub-Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The Sub-Recipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, Sub-Recipient agrees to return all such original and derivative information and documents to WYDOT 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.
- P. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

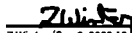

- Q. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sub-Recipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Taxes.** The Sub-Recipient 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.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. 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.
- Y. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sub-Recipient of an originally signed counterpart of this Agreement by facsimile



or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

- Z. Insurance Requirements.** Sub-Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq., and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, et seq., and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

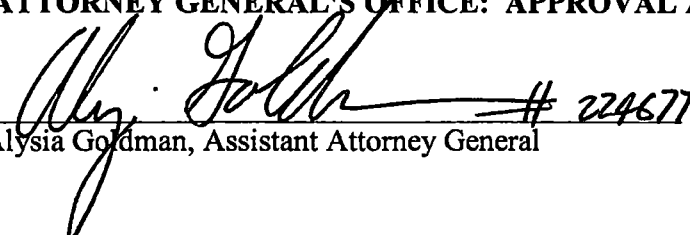
THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

15. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

<p>SUB-RECIPIENT:</p> <p>PROJECT DIRECTOR</p> <p>NAME: Zack Winter TITLE: Sergeant PHONE: 307-235-8263 EMAIL: zwinter@casperwy.gov</p> <p>SIGNATURE: <u></u> <small>Z Winter (Sep 8, 2022 13:46 MDT)</small></p> <p>DATE: Sep 8, 2022</p>	<p>SUB-RECIPIENT:</p> <p>AUTHORIZING OFFICIAL</p> <p>NAME: Keith McPheeters TITLE: Chief of Police PHONE: 307-235-8225 EMAIL: kmcpheeters@casperwy.gov</p> <p>SIGNATURE: <u></u> <small>Keith McPheeters, 307 (Sep 8, 2022 14:57 MDT)</small></p> <p>DATE: Sep 8, 2022</p>
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HIGHWAY SAFETY PROGRAM APPROVAL	
SIGNATURE: <u></u> <small>Matt Carlson (Sep 9, 2022 08:18 MDT)</small>	DATE: Sep 9, 2022
WYDOT APPROVAL	
SIGNATURE: <u></u>	DATE: Sep 9, 2022

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 224677 9/1/22
Alysia Goldman, Assistant Attorney General Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination.** The Sub-Recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - B. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - C. FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.*), AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - D. SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - E. THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - F. THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
 - G. TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
 - H. EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies,

and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- I. EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Recipient –

- J. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- K. Will administer the program in a manner that reasonably ensures that any of its Sub-Recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- L. Agrees to comply (and require any of its Sub-Recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- M. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- N. Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- (i) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- (ii) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- (iii) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- (iv) That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- (v) To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

2. **Certification – Drug Free Workplace.** This certification is required by the Corporation’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - (i) Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace;
 - (ii) Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - (iii) Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

- C. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The grantee's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;

- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;

- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - (i) Taking appropriate personnel action against the employee, up to and including termination; or
 - (ii) Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

- 3. **Political Activities (Hatch Act)**. The Sub-Recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

- 4. **Certification Regarding Federal Lobbying**. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 5. **Restriction on State Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- 6. **Debarment and Suspension.**

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- D.** The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E.** The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F.** The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G.** The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

***Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions***

- K.** The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - (iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (iv) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- L.** Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- M.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- N.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- O.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- P.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- Q.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- R.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- S.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- T.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- U.** Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered

transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

- V. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- W. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

This agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Sub-award Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsr.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUN and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

- 7. **Buy American Act.** The State and each Sub-Recipient will comply with the Buy America requirement (Executive order dated April 18, 2017) when purchasing items using Federal funds. Buy America requires a State, or Sub-Recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.
- 8. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The State and each Sub-Recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

9. **Policy on Seat Belt Use.** In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at www.trafficsafety.org.
10. **Policy on Banning Text Messaging while Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
11. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the federal award for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
12. **Access to Records.** The Federal awarding agency, Inspector General, the Comptroller General of the United States, and WYDOT, or any of their authorized representatives, must have the right of access to any documents, papers, or other records which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
13. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made

periodically by WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.

14. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
15. **Obligation Funds.** Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
16. **Changes.** The Sub-Recipient must obtain prior written approval from WYDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
17. **Program Income.** WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
18. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by WYDOT when procuring property and services under a Federal award.
19. **Property Insurance.** The Sub-Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the Sub-Recipient.
20. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the project agreement and approved in advance by WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. WYDOT shall be provided with a copy of all contracts and agreements entered into by Sub-Recipients. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to WYDOT.

21. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
22. **Single Audit.** Sub-Recipients that expend \$750,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200 Subpart F.
23. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
24. **Central Sub-Recipient Registration (CCR) and Universal Identifier Requirements.** Requires that the Sub-Recipient be registered in the CCR prior to submitting an application or plan; and maintain an active CCR registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
25. **Conflict of Interest.** The Sub-Recipient/LPA/Sponsor must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
26. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to WYDOT 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.
27. **Procurements by States.** When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including Sub-Recipients of a State, must follow the procurement standards in §§200.318 through 200.327.
28. **Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.**
 - A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:

- (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
- (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

29. Domestic preferences for procurements.

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

30. Monitoring and reporting program performance.

- A.** Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.332.
- B.** Reporting program performance. The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Federal awarding agency must require the recipient to relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, recipients must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which non-Federal entity performance can be measured.
- C.** Non-construction performance reports. The Federal awarding agency must use standard, government wide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.

 - (i)** The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Reports submitted annually by the non-Federal entity and/or pass-through entity must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semiannually must be due no later than 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report submitted by the non-Federal entity and/or pass-through entity must be due no later than 120 calendar days after the period of performance end date. A Sub-Recipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final performance reports as required by the terms

and conditions of the Federal award. See also §200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(ii) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the agency information collection request:

(a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(b) The reasons why established goals were not met, if appropriate.

(c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

D. Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

E. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

F. Site visits. The Federal awarding agency may make site visits as warranted by program needs.

- G. Performance report requirement waiver. The Federal awarding agency may waive any performance report required by this part if not needed.

31. Requirements for pass-through entities.

- A. All pass-through entities must:

- (i) Ensure that every subaward is clearly identified to the Sub-Recipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

- (a) Federal award identification.

- (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
- (2) Sub-Recipient's unique entity identifier;
- (3) Federal Award Identification Number (FAIN);
- (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of award to the recipient by the Federal agency;
- (5) Subaward Period of Performance Start and End Date;
- (6) Subaward Budget Period Start and End Date;
- (7) Amount of Federal Funds Obligated by this action by the pass-through entity to the Sub-Recipient;
- (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity including the current financial obligation;
- (9) Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity;
- (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);

- (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - (12) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B.** All requirements imposed by the pass-through entity on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C.** Any additional requirements that the pass-through entity imposes on the Sub-Recipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- D.** An approved federally recognized indirect cost rate negotiated between the Sub-Recipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
- (i) The negotiated indirect cost rate between the pass-through entity and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.
 - (a) The pass-through entity must not require use of a de minimis indirect cost rate if the Sub-Recipient has a Federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d).
- E.** A requirement that the Sub-Recipient permit the pass-through entity and auditors to have access to the Sub-Recipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

- F.** Appropriate terms and conditions concerning closeout of the subaward.
- (i)** Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate Sub-Recipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
 - (ii)** The Sub-Recipient's prior experience with the same or similar subawards;
 - (iii)** The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
 - (iv)** Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v)** The extent and results of Federal awarding agency monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- G.** Consider imposing specific subaward conditions upon a Sub-Recipient if appropriate as described in §200.208.
- H.** Monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the Sub-Recipient must include:
- (i)** Reviewing financial and performance reports required by the pass-through entity.
 - (ii)** Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
 - (iii)** Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the pass-through entity as required by §200.521.
 - (iv)** The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving

crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- I. Depending upon the pass-through entity's assessment of risk posed by the Sub-Recipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
 - (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in §200.425.
- J. Verify that every Sub-Recipient is audited as required by Subpart F of this part when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- K. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- L. Consider taking enforcement action against noncompliant Sub-Recipients as described in §200.339 of this part and in program regulations.

32. Termination.

- A. The Federal award may be terminated in whole or in part as follows:
 - (i) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- B. By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- C. By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- D. By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or
- E. By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.
 - (i) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.
 - (ii) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).
 - (a) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—
 - (1) Has exhausted its opportunities to object or challenge the decision, see §200.342; or
 - (2) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.
- F. If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

- (i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;
 - (ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.
- G. Federal awarding agencies, must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.
- H. When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.


FY2023Casper PD Occupant Protection HVE OT Agreement

Final Audit Report


2022-09-08

Created:	2022-09-01
By:	Stephanie Lucero (stephanie.lucero@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA9iHZhp13_kDSUhgcb_6X-aLFyTfCyK

"FY2023Casper PD Occupant Protection HVE OT Agreement" History


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 Signer kmcpheeters@casperwy.gov entered name at signing as Keith McPheeters, 307
2022-09-08 - 8:57:53 PM GMT



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 Document e-signed by Keith McPheeters, 307 (kmcpheeters@casperwy.gov)
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Agreement completed.
2022-09-08 - 8:57:54 PM GMT



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Casper PD Occupant Protection HVE OT Highway Safety Agreement


Final Audit Report


2022-09-09


Created:	2022-09-08
By:	Stephanie Lucero (stephanie.lucero@wyo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU2ssB2mxFTtxG7s4RI5sPAXGUFbhaJLk


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RESOLUTION NO. 22-201

A RESOLUTION APPROVING AND RATIFYING THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM GRANT FFY2023 SUB-AWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM AND CASPER POLICE DEPARTMENT.

WHEREAS, the City of Casper has been awarded funds in the amount of Fifty-Two Thousand Nine Hundred Sixty-Six 30/100 (\$52,966.30) to be used to support the reduction of unbelted injuries due to seat belt usage; and,

WHEREAS, the above referenced Agreement between the Wyoming Department of Transportation and the City of Casper must be executed to receive the grant funds; and,

WHEREAS, the Agreement was executed on September 8, 2022, but not by the Governing Body; and,

WHEREAS, the Governing Body has the proper authority to approve the Agreement; and,

WHEREAS, the Governing Body can approve the Agreement by ratification; and,

WHEREAS, the City of Casper desires to accept the funds from the Wyoming Department of Transportation; and,


WHEREAS, the Casper Police Department will use the awarded grant funds to deter and change unlawful traffic behaviors related to seatbelt usage.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Governing Body hereby ratifies the Agreement and authorizes the Mayor to execute this resolution affirming the ratification.

BE IT FURTHER RESOLVED: That the Chief of Police and/or his/her designee is hereby authorized to execute all documents pertaining to the above-described grant award agreement.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 24, 2022

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

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*
Alex Sveda, P.E., City Engineer
Andrew Colling, Engineering Tech

SUBJECT: Authorizing Change Order No. 1 with Chalk Buttes Landscaping, Inc., for a price increase in the amount of \$37,829.67 and a contract time extension of two hundred thirty (230) days, as part of the Highland Park Cemetery Irrigation Improvements, Project 21-029.

Meeting Type & Date:

Regular Council Meeting
November 15, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize Change Order No. 1 with Chalk Buttes Landscaping, Inc., for a contract price increase of \$37,829.67 and a contract time extension of two hundred thirty (230) days, as part of the Highland Park Cemetery Irrigation Improvements, Project 21-029.

Summary:

Chalk Buttes Landscaping, Inc. (Chalk Buttes), is under contract with the City of Casper for the Cemetery Irrigation Improvements Project. The project includes the installation of a new sprinkler irrigation system in a portion of the Highland Park Cemetery.

After the contract was awarded, the decision to upgrade the irrigation controller to a Baseline Controller was made by City Parks. This upgrade allows for staff to control the irrigation system remotely and provides for the future expansion of the cemetery irrigation system. Replacing the controller will require an upgrade to sprinkler controllers for the new system and an upgrade to the existing sprinklers, all for compatibility with the new irrigation controller.

It is recommended that the contract price be increased \$37,829.67 and the contract time be extended two hundred thirty (230) days to allow for Chalk Buttes to procure and install the new equipment. This time extension will also provide days for programming and testing of the system when irrigation water is available next spring.

Change Order No. 1
Chalk Buttes Landscaping, Inc.
Cemetery Irrigation Improvements
Project No. 21-029

With the approval of this Change Order, the substantial completion date will become May 12, 2023.

Financial Considerations:

Funding for this Change Order will be from project contingency funds, in the amount of \$12,000, and One Cent #16 funds allocated to Parks Irrigation Miscellaneous Improvements, in the amount of \$25,829.67.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Change Order No. 1

Price Quote

Change Order No. 1
Chalk Buttes Landscaping, Inc.
Cemetery Irrigation Improvements
Project No. 21-029

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Cemetery Irrigation Improvements Project 21-029

OWNER: City of Casper

CONTRACTOR: Chalk Buttes Landscaping, Inc

ENGINEER: City of Casper, Engineering Department

You are directed to make the following changes in the Contract Documents:

Description: Chalk Buttes Landscaping is under contract to install a sprinkler irrigation system in a portion of the Highland Park Cemetery. After the contract was awarded, the decision to upgrade the irrigation controller and sprinkler bi-coders was made by the parks department due to lack of expansion capacity of the existing controller. By upgrading the controller, the newly installed sprinklers and sixty-one (61) pre-existing sprinklers will need to have new compatible bi-coders installed for the system to operate. It is recommended that the contract price be increased \$37,829.67 and the contract time be extended two hundred thirty (230) days to allow for the procurement and installation of the new equipment, and programming and testing of irrigation system after winter when water is available.

Attachments: Price Quote

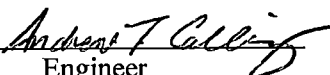
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$245,967.14	Original Contract Time: (days or date) Substantial completion: September 23, 2022 Final completion: September 30, 2022
Previous Change Orders No. <u> </u> to <u> </u> : <u>--0--</u>	Net change from previous Change Orders (days): <u>--0--</u> (days): <u>--0--</u>
Contract Price prior to this Change Order: \$245,967.14	Contract Time prior to this Change Order: Substantial completion: September 23, 2022 Final completion: September 30, 2022
Net Increase change of this Change Order: \$37,829.67	Net Increase of this Change Order: (days) <u>-- 230 --</u>
Contract Price with all approved Change Orders: \$283,796.81	Contract Time with all approved Change Orders:(date) Substantial completion: May 12, 2023 Final completion: May 19, 2023

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Engineer

BY: _____
Owner

Chalk Buttes Landscaping, Inc.

201 Sanford Avenue
Douglas, Wyoming 82633

Highland Park Control Upgrade Change order

Voice: 307-358-4595
Fax:
bret@chalkbuttes.net

Date	Bid Number
9/17/2022	
Contact	Project Number
Bret Frye	

Project Summary

Customer: _____ **Notes** _____

Page: 1

#	Description	Qty	Unit Price	Total Bid Amount
	Baseline Controller Installation	1 EA	\$7,053.99	\$7,053.99
	Bicoder Installation	61 EA	\$356.21	\$21,728.73
	Additional Bi-coder cost (this project)	79 EA	\$108.47	\$8,568.97
	Lightning Arrestor Installation (Per Each)	1 EA	\$477.99	\$477.99
General Conditions:				\$0.00
Total:				\$37,829.67

RESOLUTION NO. 22-202

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CHALK BUTTES LANDSCAPING, INC., FOR A CONTRACT INCREASE AND A TIME EXTENSION FOR THE CEMETERY IRRIGATION IMPROVEMENTS PROJECT NO. 21-029.

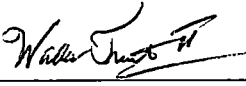
WHEREAS, Chalk Buttes Landscaping, Inc., is performing services under the terms of an agreement with the City of Casper for the Cemetery Irrigation Improvements Project; and,

WHEREAS, the City of Casper desires to increase the contract amount and extend the time of the contract because of additional equipment and work required to upgrade the irrigation controller.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 1 to the Agreement with Chalk Buttes Landscaping, Inc., for a contract increase of Thirty-Seven Thousand Eight Hundred Twenty-Nine and 67/100 Dollars (\$37,829.67) and a time extension of two hundred thirty (230) days.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

October 28, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Cynthia M. Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer *AS*
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the amount of \$174,038.00, for the Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B.

Meeting Type & Date:
Regular Council Meeting
November 15, 2022

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an Agreement with Crown Construction, LLC, in the amount of \$174,038.00, for the Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$9,000.00, for a total project amount of \$183,038.00.

Summary:
On October 27, 2022, the City of Casper received seven (7) bids for the Casper Regional Landfill (CRL) Leachate Force Main Extension, Project No. 21-012B. The bids received are as follows:

Contractor	Location	Total Base Bid
Crown Construction	Casper, Wyoming	\$174,038.00
Ramshorn Construction	Casper, Wyoming	\$176,760.00
71 Construction	Casper, Wyoming	\$185,577.10
Wayne Colman Construction	Casper, Wyoming	\$246,307.00
SCS Field Services/SCS Engineers	Reston, Virginia	\$327,440.00
CGRS	Fort Collins, Colorado	\$332,770.00
Oftedal Construction	Casper, Wyoming	\$340,900.00

The project includes the extension of the leachate force main to include CRL Cell 5 and connection of the force main to the Cell 5 leachate riser and enclosure.

The work has been designed by HDR Engineers, Inc. HDR and City Staff have reviewed the bids

and recommend that Crown Construction, LLC, be awarded the work.

The work is scheduled to be substantially completed by June 2023.

Financial Considerations:

Funding for this project will be from Munis Project 2060022010 as part of Improvements Other than Bldgs.

Oversight/Project Responsibility:

Steven Stolte, E.I.T., Associate Engineer I

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to provide, furnish, and install new force main piping, fittings, couplings, valves/valve boxes, air vacuum valve vaults, and coordination for tie-ins with existing force main, electrical, and instrumentation and controls by others.

WHEREAS, the Contractor is able and willing to provide those services specified as the

Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B

NOW, THEREFORE, it is hereby agreed as follows

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by HDR Engineering Inc., who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **June 16, 2023**, and ready for final payment in accordance with Article 14 of the General Conditions by **June 23, 2023**. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of to One Hundred Seventy-Four Thousand Thirty-Eight and 00/100 Dollars (\$174,038.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the lump sum price for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@Casperwy.gov AND City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Progress payments will be made in an amount equal to ninety-five percent (95%) of the Work completed, and ninety-five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout project and of the total Contract price.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.3 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and the Bid Schedule.
- 8.4 Addenda No.: Addendum No. 1.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of Nine (9) sections. Special Provisions consisting of One (1) Sections and Four (4) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

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APPROVED AS TO FORM:

(Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B)

Walter Tremel

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: Fleur Tremel
City Clerk

CONTRACTOR:

By: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

Title: Ray Pacheco
Mayor

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

PROJECT IDENTIFICATION: City of Casper
Casper Regional Landfill Leachate Force Main Extension
Project No. 21-012B

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by March 3, 2023 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by March 10, 2023, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>10/20/2022</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 174,038.00

TOTAL BASE BID, IN WORDS: One hundred twenty four thousand thirty eight DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. Copy of Certificate of Residency, if bidding as Wyoming Resident.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Crown Construction LLC
P.O. Box 6664
Mills, WY 82104

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 October 27, 2022.

BF-2

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

By: K (seal)

(Title) Public Notary

(Seal)

Attest: Crista Latimer



Business Address: Crown Construction LLC
P.O. Box 6604
Mills, WY 82644

Phone Number: 307-337-7069

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

Casper Regional Landfill Leachate Force Main Extension (#8291896)

Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 10/27/2022 09:30 AM MDT

						Crown Construction	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Casper Regional Landfill Leachate Force Main Extension							\$174,038.00
	1	1	MOBILIZATION & BONDS	LS	1	\$18,288.00	\$18,288.00
	2	2	F&I FORCE MAIN PIPING	LF	1130	\$65.00	\$73,450.00
	3	3	F&I FORCE MAIN CLEANOUT	EA	3	\$5,500.00	\$16,500.00
	4	4	F&I FORCE MAIN TERMINATION	LS	1	\$10,000.00	\$10,000.00
	5	5	F&I AIR RELEASE VALVE WITH VAULT	LS	1	\$12,800.00	\$12,800.00
	6	6	F&I SUBMERSIBLE PUMP/MOTOR	EA	1	\$15,000.00	\$15,000.00
	7	7	F&I 2" PVC CONDUIT	LF	700	\$40.00	\$28,000.00
Base Bid Total:							\$174,038.00

RESOLUTION NO. 22-203

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION LLC., FOR THE CASPER REGIONAL LANDFILL LEACHATE FORCE MAIN EXTENSION, PROJECT NO. 21-012B.

WHEREAS, the City of Casper desires to extend the leachate force main and upgrade the controls at the Casper Regional Landfill; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services, specified as the Casper Regional Landfill Leachate Force Main Extension, Project No. 21-012B; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Crown Construction, LLC, for those services, in the amount of One Hundred Seventy-Four Thousand Thirty-Eight and 00/100 Dollars (\$174,038.00).

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-Four Thousand Thirty Eight and 00/100 Dollars (\$174,038.00) and Nine Thousand and 00/100 Dollars (\$9,000.00) for a construction contingency account, for a total project amount of (One Hundred Eighty Three Thousand Thirty-Eight and 00/100 Dollars (\$183,038.00)

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

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October 25, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation & Public Facilities Director
Phil Moya, Recreation Manager

SUBJECT: Authorizing Amendment No. 1 to the Agreement with HA Baseball LLC
D.B.A Casper Horseheads for the Use and Operation of the Mike Lansing
Baseball Stadium Concessions Stand.

Meeting Type & Date

Regular Council Meeting
November 15, 2022

Action type

Resolution

Recommendation

That Council authorize, by resolution, Amendment No. 1 to the Agreement between the City of Casper and HA Baseball LLC, D.B.A. Casper Horseheads for the use and operation of the concession stand at Mike Lansing Baseball Stadium.

Summary

On June 7, 2022, the City of Casper and HA Baseball, D.B.A. Casper Horseheads entered into a Lease Agreement for the non-exclusive lease of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms, and egress pathways to seating areas in order to provide concessions services during baseball games. As part of the concession services, the Casper Horseheads serve malt beverages, which requires them to have a special malt beverage license.

The upcoming renewal of the special malt beverage license requires that the term of the concession stand lease extend through the licensing period. An amendment to the lease term is recommended so that the Horseheads can renew the special malt beverage license and continue to offer malt beverages at baseball games.

Financial Considerations

Under the existing lease, the Casper Horseheads will pay the City of Casper building rental fees plus 5% of gross receipts from all concession and malt beverage sales, as well as from advertising associated with the concession operation.

Oversight/Project Responsibility

Phil Moya, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

Resolution

Amendment No.1 to the Lease Agreement

**AMENDMENT NO. 1 TO THE LEASE AGREEMENT
("AMENDMENT")**

This Amendment to the Lease Agreement ("Amendment") is entered into on this _____ day of November, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming ("City" or "Lessor"), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. HA Baseball LLC, D.B.A. Casper Horseheads ("Lessee"), P.O. Box 2505, Casper, Wyoming 82602.

Throughout this document, the City and the Lessee may be collectively referred to as the "parties."

RECITALS

A. On June 7, 2022, the City and Lessee entered into a *Lease Agreement* ("Agreement") for a non-exclusive lease of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas.

B. The parties wish to amend the agreement to meet the requirements for the issuance of a special malt beverage license for use in Mike Lansing Stadium concessions operations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Lease Agreement as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENTS

- A. Section 3.A.: Paragraph which begins with "The term of this Agreement" is deleted in its entirety and replaced with the following:

"The term of this Agreement shall be from April 1, 2022, through March 31, 2025 ("**Lease Term**").

- B. Section 6.C: Sentence which begins with “Generally, the Lessee must be available to be open on weekday evenings” is deleted in its entirety and replaced with the following:

“Generally, the Lessee must be available to be open on weekday evenings and most weekends from April 1, 2022 to March 31, 2025.”

- C. Section 6.D: Paragraph which begins with “Lessee agrees that Mike Lansing Stadium bleachers, seating platforms, restrooms, and egress pathway to seating areas” is deleted in its entirety and replaced with the following:


“Lessee agrees that Mike Lansing Stadium bleachers, seating platforms, restrooms and egress pathways to seating areas are available to renters of Mike Lansing Stadium on dates, and at the hours listed in accordance with the facility schedule to be provided by the **Lessor** before the first day of April of each year during the lease term.”

3. RATIFICATION

The terms and conditions of the Lease Agreement, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM



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ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

LESSEE
HA Baseball LLC, D.B.A. Casper Horseheads.,
PO Box 2505
Casper, WY 82602

By: _____

Printed Name: _____

Title: _____

DocuSigned by:
By: Chuck Heeman
E20B5C0EC90645B...

Printed Name: Chuck Heeman

Title: Owner

RESOLUTION NO. 22-204

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH THE HA BASEBALL LLC, D.B.A. CASPER HORSEHEADS FOR THE USE AND OPERATION OF THE MIKE LANSING CONCESSIONS STAND.

WHEREAS, the City of Casper is the owner of the Mike Lansing Stadium concessions stand; and,

WHEREAS, HA Baseball LLC, D.B.A. Casper Horseheads provides services of concessions sales and the sale of malt beverages and desires to utilize City-owned facilities for said services; and,


WHEREAS, on June 7, 2022, the City of Casper and HA Baseball LLC, D.B.A. Casper Horseheads entered into a Lease Agreement for a lease of the Mike Lansing Stadium concessions stand for the provision of the above described concession services; and,

WHEREAS, the parties wish to amend the term of the existing Agreement in order to meet the requirements for the issuance of a special malt beverage license for use in the Mike Lansing Stadium concessions operations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No .1 to the Lease Agreement between the City of Casper and HA Baseball LLC, D.B.A. Casper Horseheads for the use of the Mike Lansing Stadium concessions stand for the operation of concessions services.

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

October 31, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Mark Anderson, Water Distribution Manager

SUBJECT: Authorizing a Sole Source Procurement of Goods Agreement with Core and Main LP in the amount of \$99,640.55 for Neptune Water Meters and Water Meter Components for use in the City of Casper Water Distribution System.

Meeting Type & Date
Regular Council Meeting
November 15, 2022

Action Type
Approval

Recommendation
That Council, by resolution, authorize a sole source Procurement of Goods Agreement with Core and Main LP in the amount of \$99,640.55 for Neptune water meters and water meter components for use in the City of Casper water distribution system.

Summary
Neptune Meters are used extensively throughout the City's water distribution system for water usage tracking and billing purposes. Core and Main LP, Henderson, Colorado is the only authorized Neptune dealer for sales, service and warranty of Neptune water products and systems for the market area including Casper. Staff recommends continuing the use of Neptune meters as it has allowed for standardization of our parts inventory and for our employees to gain extensive experience with testing, repairing and rebuilding these meters

Financial Considerations
Funds for purchasing Neptune meters and appurtenances are included in the FY23 Water Fund budget.

Oversight/Project Responsibility
Mark Anderson, Water Distribution Manager

Attachments
Resolution
Purchase Agreement with Exhibits

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of November 15, 2022, (this "**Agreement**," to be referenced by Core and Main Bid #2458655 is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N David St., Casper, Wyoming 82601 ("**Buyer**") and Core and Main LP, a Colorado Limited Partnership with offices located at 1830 Craig Park Court, St. Louis, Missouri 63146 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling Neptune water meter products; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**") as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit A, as modified, by December 31, 2022, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit A, as modified. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, as modified, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit A, as modified (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010 in accordance with the terms set forth in this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Buyer within three (3) business days after Seller

delivers the Goods to the transportation carrier

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as modified, as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for the period defined in the Sellers Warranty Statement, Exhibit "B", as modified, hereto attached and made part of the Agreement, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be

fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure

Event affecting Seller's performance of this Agreement continues for more than fourteen (14) days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

City of Casper
200 North David Street
Casper, Wyoming 82601

Notice to Seller:

Core and Main LP
1830 Craig Park Court
St. Louis, Missouri 63146

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

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

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement 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 Agreement 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 Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Walker Fremont

ATTEST

BUYER

CITY OF CASPER, WYOMING

A Wyoming municipal corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

SELLER

Core and Main LP

1830 Craig Park Court

St. Louis, Missouri 63146

By: DocuSigned by:
Joey Davidson
AAB46F526AC04FE
Printed Name: Joey Davidson
Title: Sales Representative

By: DocuSigned by:
Kevin McGettigan
4D716085C20B74F7
Printed Name: Kevin McGettigan
Title: District Manager



Bid Proposal for City of Casper- 2022-2023 Neptune Meters and Registers

CUSTOMER	<p>CITY OF CASPER 200 NORTH DAVID CASPER, WY 82601 Contact: Mike Dean (T) (307) 235-8333 mdean@casperwy.gov</p>	<p>Job City of Casper- 2022-2023 Neptune Meters and Registers Bid Date: 12/31/2022 Bid #: 2458655</p>
	<p>Sales Representative Joey Davidson (M) 865-617-7727 (T) 303-394-0004 (F) 303-394-4450 Joe.Davidson@coreandmain.com</p>	<p>Core & Main 9451 Yosemite St Henderson, CO 80640 (T) 303-394-0004</p>
CONTACT		
NOTES		



Bid Proposal for City of Casper- 2022-2023 Neptune Meters and Registers

CITY OF CASPER
Bid Date: 12/31/2022
Core & Main 2458655

Core & Main
 9451 Yosemite St
 Henderson, CO 80640
Phone: 303-394-0004
Fax: 303-394-4450

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	300	5/8X3/4 T10 E CODER PIT 6 WHEEL CI 5' ITRON CONNECTOR GALLONS ED2B11RHG2SG61	EA	142.00	42,600.00
20	50	PAR NEPT T-10 1 WTR MTR USG ECODER WITH 5' ITRON CI BOTTOM & CAP IN-LINE CONNECTOR LEAD ED2F11RHG2SG61	EA	247.25	12,362.50
30	20	PAR 2H11RHG2SG62 1-1/2 T10 GAL ECODER PIT 25' ITRON	EA	509.45	10,189.00
40	20	PAR ED2J11RHG2SG62 2 T10 GAL ECODER PIT 25' ITRON	EA	636.25	12,725.00
50	2	3 T/F GAL ECODER EC3BRHGS1692 PIT 25' ITRON EC3BRHGS1692	EA	2,211.95	4,423.90
60	1	4 TRU/FLO W/T-10 E-CODER PIT GAL W/O EC3CRHG2S1692	EA	3,630.00	3,630.00
				METERS	85,930.40
80	60	PAR RH2G11SG61 5/8 T10 REG GAL PIT E-CODER 5' ITRON CASPER PAR	EA	110.55	6,633.00
90	13	REG-E-CODER PIT GAL 1 T-10 RH2G31SG61 RH2G31SG61	EA	110.55	1,437.15
110	20	REG-E-CODER PIT GAL 1 1/2 T-10 RH2G41SG62 RH2G41SG62	EA	120.00	2,400.00
130	20	REG-E-CODER PIT GAL 2 T-10 RH2G51SG62 RH2G51SG62	EA	120.00	2,400.00
150	5	REG-E-CODER PIT GAL 2 HP TURBINE RH5G11SG62 TURBINE RH5G11SG62	EA	120.00	600.00
170	2	REG-E-CODER PIT GAL 4 HP TURBINE RH5G11SG62 TURBINE RH5G31SG62	EA	120.00	240.00



Bid Proposal for City of Casper- 2022-2023 Neptune Meters and Registers

Bid #: 2458655

Seq#	Qty	Description	Units	Price	Ext Price
				REGISTERS	13,710.15
				Sub Total	99,640.55
				Tax	0.00
				Total	99,640.55

Branch Terms:

CORE & MAIN WATERWORKS IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO: MANUFACTURERS SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIALS, FUELS, OR SUPPLIES. THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.

SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://corcandmain.com/TandC/>

Exhibit "B"



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10[®], HP Turbine, TRU/FLO[®] Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10[®], HP TURBINE, TRU/FLO[®] Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB[®], ProRead[™] (ARB VI), E-CODER[®] (ARB VII), and ProCoder[™] system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

~~3. WARRANTIES ARE EXCLUSIVE~~

~~The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.~~

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

~~NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.~~



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProRead™/E-CODER®/ProCoder™ Encoder

1. PRODUCTS COVERED

This warranty shall apply to the ProRead™ Absolute Encoder, E-CODER® Solid State Absolute Encoder Register, and ProCoder™ Absolute Encoder Register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

2. MATERIALS AND WORKMANSHIP

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder Quick Install Guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to; misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

~~THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.~~

Encoder Compatibility Guarantee

Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.



4. GUARANTEE OF COMPATIBILITY

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900i™, ProCoder)R900i, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900i or ProCoder)R900i where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900i, ProCoder)R900i, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility. If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

~~THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~

**ADDENDUM TO PROCUREMENT OF GOODS AGREEMENT
(Short Form)**

This Addendum is entered into by and between City of Casper (hereinafter "Buyer") and Core & Main LP (hereinafter "Seller") for the purpose of amending and modifying that certain Procurement of Goods Agreement (Neptune Meters and Components, Core & Main Bid # 2458655) dated as of the date of signing below (the "Agreement"). It is the express intention of the parties that, to the extent of the terms of this Addendum only, this Addendum shall supersede and control over the terms of the Agreement and any prior addenda thereto. Acceptance of the Agreement by Seller is made expressly conditioned on assent by Buyer to the additional or different terms.

The Agreement is hereby modified as follows:

Seller's legal name is hereby amended as follows: Core & Main LP

1. **Sales of Goods.** On line 3, after "conditions" insert "as modified by Addendum and".
2. **Delivery Date.** On line 5, after "against any" insert "actual and direct".
3. **Quantity.** On line 2-3, delete "all or". Delete the last sentence in its entirety.
4. **Shipping Terms.** On line 1, delete "Delivered Duty Paid (DDP)" and replace with "Freight on Board Destination (FOB)".
5. **Inspection and Rejection of Nonconforming Goods.** On line 5, delete "rescind this Agreement in its entirety; or (b)". On line 6-7, delete "within thirty (30) days".
6. **Price.** On line 4-5, after "taxes." insert "If state sales or use tax is applicable it will be added to Seller's invoices to Buyer as a separate amount and Buyer agrees to pay such amounts to Seller."
7. **Payment Terms.** On line 8, after "dispute" insert "to the extent Buyer continues to timely pay Seller for all undisputed sums due"
8. **Setoff.** On line 2, after "time any" insert "undisputed", and after "to Seller" insert "with respect to this Purchase Order".
9. **Warranties.** On line 1, delete "Sellers" and insert "Manufacturers". On lines 3-4, delete "(c) be fit for their intended purpose and operate as intended; (d) be merchantable;" and renumber accordingly. On line 5, after "encumbrances" insert "to the extent Seller has been paid for materials giving rise to the claim". On line 8, delete "runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties" and replace with "will commence as stated with applicable governing law". On line 11, delete "related" and replace with "actual and direct". At the end of this section insert "SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND."

- 10. **General Indemnification.** On lines 2-3, after “from all” insert “actual and direct”.
- 11. **Intellectual Property Indemnification.** On line 2, after “any and all” insert “actual and direct”.
- 12. **Insurance.** On line 9, after “Parties” insert “for liability caused by the products and services provided in this agreement”.
- 13. **Confidential Information.** On line 8, delete “injunctive” insert “seek”.
- 14. **Entire Agreement.** On line 1, after “Agreement,” insert “as modified by Addendum,”
- 15. **Assignment.** On line 1, delete “Seller” and replace with “Neither Party”. On line 2, delete “Buyer” and replace with “the other Party”. Delete the last two sentences in entirety.
- 16. **Force Majeure.** On lines 6-7, delete “or availability of materials, components or services, market conditions”. At the end of this section insert “Seller will not be liable for liquidated damages or other delay damages arising from delays in delivery, increases in manufacturer lead times or other circumstances beyond the control of Seller. Availability of materials cannot be guaranteed. This term supersedes all other contractual provisions.”

Except as specifically amended in this Addendum, the Agreement and all prior addenda thereto shall remain in full force and effect.

BUYER:

SELLER:

CITY OF CASPER

CORE & MAIN LP

By: _____

By:  _____

Name: Ray Pacheco

Name: Kevin McGettigan

Title: Mayor

Title: District Manager

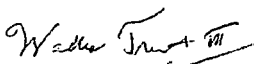
Date: _____

Date: _____

APPROVAL AS TO FORM

I have reviewed the attached *Addendum to Procurement of Goods Agreement (Short Form)* to the *Procurement of Goods Agreement* with Core & Main LP, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: October 27, 2022.



Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 22-205

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT WITH CORE AND MAIN LP FOR SUPPLYING WATER METERS AND WATER METER COMPONENTS FOR USE IN THE CITY OF CASPER WATER DISTRIBUTION SYSTEM.

WHEREAS, the City requires water meters and water meter components for use in the City water distribution system; and,

WHEREAS, the Seller represents that it is ready, willing, and able to provide the meters and components as required by an agreement between the Seller and the City; and,


WHEREAS, the City desires to retain the Seller to furnish said goods.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Procurement of Goods Agreement with Core and Main LP for supplying the goods specified in the agreement.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement of Goods Agreement.

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

November 1, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Professional Services Agreement with BCV Systems, LLC., 1815A E. Seminole St, Springfield, MO 65804, in the amount of \$158,394.00, for the aeration blower controls upgrade project located at the Wastewater Treatment Plant (WWTP).

Meeting Type & Date

Regular City Council Meeting
November 15, 2022

Action Type

Approval

Recommendation

That the City Manager authorize a Professional Services Agreement with BCV Systems, LLC., 1815A E. Seminole St, Springfield, MO 65804, in the amount of \$158,394.00, for the aeration blower controls upgrade project located at the Wastewater Treatment Plant WWTP.

Summary

During the 2008 Wastewater Treatment Plant upgrade, three Turblex single-stage centrifugal blowers were installed as part of the upgrade to the secondary activated sludge treatment process. The blowers supply air that is utilized by the microorganisms to treat the incoming waste stream. The existing control panels (CP), programmable logic controllers (PLC), human-machine interfaces (HMI), and associated proprietary programming logic have reached the end of their life and require upgrading. This project will update the CP's, PLC's, and HMI's to match the platform utilized in the plantwide PLC/SCADA system upgrade project. This upgrade will also provide up-to-date programming ensuring blower performance efficiency.

Staff requested quotes for this purchase and two qualified vendors responded:

<u>VENDOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
BCV Systems, LLC.	Springfield, MO	\$158,394.00
Howden	Springfield, MO	\$196,631.00

Professional Services Agreement
BCV Systems, LLC.
Blower Controls Upgrade

Financial Considerations

Funds for this project are included in the FY23 Wastewater Fund capital budget.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Professional Services Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) 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”).
2. BCV Systems, LLC, a Missouri Limited Liability Company, 1815A East Seminole Street, Springfield, Missouri 65804 (“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 upgrade the aeration basin blower controls to include control panels, PLC’s, HMI’s and programming as outlined in Exhibit “A”, attached hereto and made a part of this Contract.

B. The project requires professional services for the blower controls upgrade project.

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: Upgrade blower control panels to include control panels, PLC’s, HMI’s and programming as indicated in the attached Exhibit “A” – BVC Service Quote No. 09-23-2022 for Project Number 012020221_Update 2.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of June 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 One Hundred Fifty-Eight Thousand Three Hundred Ninety-Four Dollars (\$158,394.00).

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

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
BCV Systems, LLC

By: James Tillman
DocuSigned by:
79BB34F4166E418...

By: Rachid Kaina
DocuSigned by:
DBBD6771E45F477

Printed Name: James Tillman

Printed Name: Rachid Kaina

Title: Board Member & Secretary

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 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.

[The rest of this page is intentionally left blank.]



SAM H. HOBBS WTP





Service Quote
10-28-2022

Customer: City of Casper WY
Contact: Megan Lockwood
Email: mlockwood@casperwy.gov
Phone: 307-235-8477
Project Number: 012020221_Update 3
Site Name: Sam H. Hobbs WTP
Location: 2400 Bryan Evansville Road, Casper WY, 826609
Model: KA10SV-GL210
Serial Number(s): 7173-7175
Description or Scope: MCP and LCP PLC/HMI/Program Upgrade

One MCP, PLC/HMI/Program Upgrade. Three LCPs, PLC/HMI/Program Upgrade

1. Replace existing SLC5/04 CPU with CompactLogix 5069-L320ER for MCP and three LCPs
2. Replace HMI for MCP and three LCPs
3. Onsite testing of updated system, including all functionalities and features of MCP and LCP during running and Start-up/Stop
4. Onsite training, including training of operators on upgraded program and new features

Note: Ethernet cable must be run between each LCP and MCP and between MCP and SADA before BCV comes onsite for upgrade. This needs to be done by City of Casper and It is not included in this quote.

Labor and Expenses:

Quantity of Persons	2
Weekday Labor (offsite)	12
Weekday Labor (onsite)	15
Airfare/Transportation	2
Per Diem	19

Parts:

<u>Description</u>	<u>Quantity</u>
CompactLogix 2MB Enet Controller	4
Stratix 2000 Unmanaged Swtch	4
Comapct 5000 Universalanalog Inputmod	3
Comapct 5000 Analog Input Module	11
Comapct 5000 Analog Output Module	1
Compact 5000 AC Input Module	7
Comapct 5000 AC Output Module	3
Panelviewplus 7 Standard	4
Complete Set of Related Parts	1

Total: \$158,394.00
 Taxes, if applicable, not included



Notes:

This service agreement assumes that the site will provide at least one qualified helper (ie Electrician and Operator) to assist the technician. Please notify BCV systems to supply if qualified helper is not available or will not be provided (additional fees shall apply).

Any significant wear or abnormalities identified requiring extra labor and/or parts shall be billed per BCV Systems' standard Service Rate Schedule. BCV Systems will provide an estimate of additional time and materials required.

Attachments: Mandatory Asbestos Reporting, Pre-Service Checklist and Turblex Blowers Preventive Maintenance Schedule.

Mandatory Asbestos Reporting and Pre-Service Checklist required to be returned prior to service.

Time and Material pricing per:	BCV Systems FS Rate sheets for 2016 Services for USA
Currency:	USD
Terms of Payment:	Net 45 Days
Terms of Delivery:	Casper, WY, USA
Terms and Conditions:	BCV SYSTEMS Selling Policy July 1, 2016
Forward Purchase Orders to	BCV SYSTEMS 1815-A E. Seminole St Springfield, MO 65804 USA
Phone:	1-800-228-0731 / Fax: (417) 351-2964
Validity Period	10/28/2022 – 12/15//2022

Best Regards,

Rachid Kaina | BCV Systems
1815A E. Seminole St
Springfield, MO 65804
o: 417.351.2974 | c: 417.414.4081 | email: rachid@bcvsystems.com
Visit us at: www.bcvsystems.com

RESOLUTION NO. 22-206

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH BCV SYSTEMS, LLC, FOR THE BLOWER CONTROLS UPGRADES PROJECT AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City requires professional services for the upgrades to the blower controls used at the Wastewater Treatment Plant; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the service as required by an agreement between the Contractor and the City; and,


WHEREAS, the City desires to retain the Contractor to furnish said 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 BCV Systems, LLC, for the Blower Controls Upgrade Project.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed One Hundred Fifty-Eight Thousand Three Hundred Ninety-Four Dollars (\$158,394.00).

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 2, 2022

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

FROM: Liz Becher, Community Development Director *lb*

SUBJECT: Consideration of a resolution approving a vacation and replat creating the Valley West Business Center No. 2 Addition

Meeting Type & Date:

Regular Council Meeting, November 15, 2022

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the Valley West Business Center No. 2 Addition, with conditions.

Summary:

Application has been received for a proposed vacation and replat creating the Valley West Business Center No. 2, encompassing 8.52-acres, more or less. The property is zoned C-2 (General Business) and the replat is creating five (5) newly-configured lots, ranging in size from 0.76-acres to 2.97-acres in size. Proposed Lot 3 is currently developed (Paradise Valley Liquors & Lounge), and the balance of the subdivision is undeveloped/vacant. Access to the subject area is via Valley Drive and/or Iris Street. Although the Subdivision has frontage on CY Avenue, it is unlikely that the Wyoming Department of Transportation (WYDOT) would allow private accesses directly onto CY Avenue. There is no minimum lot size required under the C-2 (General Business) zoning of the property.

There were no public comments on this case. Staff recommended, and the Commission included, six (6) recommended conditions of approval. They are:

1. Prior to review by the City Council, a shared access easement shall be added to the plat on the shared lot line between proposed Lot 1 and proposed Lot 2 in order to reduce the number of future curb cuts/points of access onto Valley Drive.
2. At such time as directed by the City, the Owner shall construct, or participate financially in the cost of construction of a public sidewalk or pathway along the Wyoming Boulevard frontage of the subdivision, per City code. The amount of financial participation will be determined by the City, based on an analysis of then-current costs.
3. The Owner shall be required to upgrade the existing public sidewalk along Valley Drive to current City standards, and to complete missing section of sidewalk in the vicinity of the intersection of CY Avenue and Valley Drive.

4. Prior to the issuance of a Certificate of Occupancy (C/O) for the construction of any structure within the subdivision, standard City sidewalk shall be constructed along the entire Iris Street frontage of the subdivision. If inadequate room is available within the right of way because of existing obstructions placed within the right-of-way, then Owner shall construct the sidewalk within the subdivision, and shall dedicate a public access easement for said sidewalk in a form acceptable to the City.
5. Owner shall replace dead and dying landscaping (trees) on Proposed Lot 3, that were previously required with the development on Proposed Lot 3.
6. Owner shall provide an appropriate easement to the City for an existing 24-inch storm sewer located in the southwest portion of the subdivision.

All six (6) of the conditions are supported by the requirements of either the Municipal Code, or adopted plans/policies, as outlined below. All five (5) of the conditions have either been completed, or have been included in the Subdivision Agreement.

Applicable City Codes and Adopted Policies/Plans

1. The Planning and Zoning Commission's decision with regard to the vacation and replat is a recommendation to Council. With an approval, a "do-pass" recommendation will be forwarded. With a denial, a "do-not-pass" recommendation will be forwarded.
2. 16.16.020 General engineering principles for Casper streets and utilities.

(S)(b) - Commercial Areas. Curb and gutter with sidewalk or curbside shall be required on both sides of the street in all commercial areas.

3. Title 17, Appendix B, Landscaping Criteria.

(J) – Upon demand, dead landscaping shall be replaced/replanted.

(K) – Landscaping shall not interfere with public utilities, restrict pedestrian or vehicular access, or constitute a traffic hazard.

4. Generation Casper – Comprehensive Land Use Plan - Transportation – (Page 4-8) – “Access Management”

“A minimal number of adequately-spaced access points preserves the capacity of the roadway and provides smoother traffic flow on arterial and collector roads. Limiting the number of driveways can also reduce the number of traffic accidents.”

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution

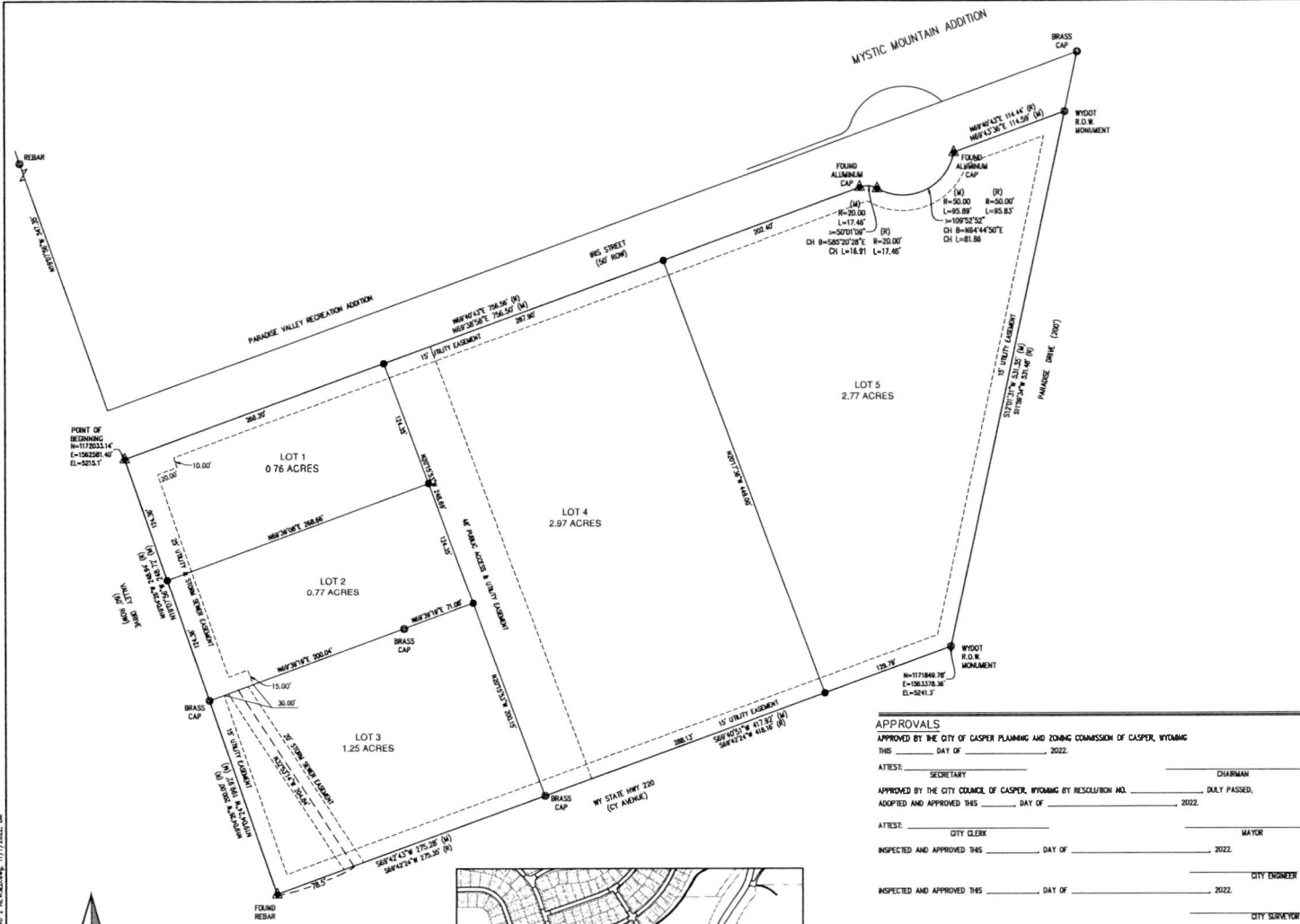
Subdivision Agreement

Vicinity Map/Aerial

Plat

Replat Creating Valley West Business Center No. 2





CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

WE, UNDERSIGNED, HALF BARREL, INC. DO HEREBY CERTIFY THAT WE ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A VACATION AND REPLAT OF THE VALLEY WEST BUSINESS CENTER, LOTS 1 THROUGH 5 ADDITION AND A PORTION OF COMMERCIAL TRACT 1 PARADISE VALLEY SUBDIVISION, STATE OF WYOMING, WITHIN A PORTION OF THE NE $\frac{1}{4}$ SECTION 23, T.33N., R.80W., 6TH P.M., CITY OF CASPER, NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL, ALSO BEING THE NORTHWEST CORNER OF VALLEY WEST BUSINESS CENTER, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING.

THENCE N10°07'00"W ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF WIS STREET, A DISTANCE OF 750.00 FEET TO A POINT OF CURVATURE, MONUMENTED BY A BRASS CAP.

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET, THROUGH A CENTRAL ANGLE OF 50°07'00", A DISTANCE OF 17.88 FEET, WITH A CHORD BEARING OF S85°25'28"E, A DISTANCE OF 18.91 FEET TO A POINT OF REVERSE CURVATURE, MONUMENTED BY A BRASS CAP.

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 100°32'32", A DISTANCE OF 85.89 FEET, WITH A CHORD BEARING OF N84°14'30"E, A DISTANCE OF 84.88 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP.

THENCE N10°07'00"W ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 114.58 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF PARADISE DRIVE, MONUMENTED BY A WYDOT CONCRETE MONUMENT.

THENCE S10°07'00"W ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF PARADISE DRIVE, A DISTANCE OF 543.35 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A WYDOT CONCRETE MONUMENT.

THENCE S10°07'00"W ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF STATE HIGHWAY 220, A DISTANCE OF 417.82 FEET TO AN ANGLE POINT OF THIS PARCEL, MONUMENTED BY A BRASS CAP.

THENCE S10°07'00"W ALONG THE NORTH LINE OF STATE HIGHWAY 220, A DISTANCE OF 275.28 FEET TO THE SOUTHWEST CORNER OF THIS PARCEL, MONUMENTED BY A BRASS CAP.

THENCE N10°07'00"W ALONG THE EAST LINE OF VALLEY DRIVE, A DISTANCE OF 199.82 FEET TO AN ANGLE POINT OF THIS PARCEL, MONUMENTED BY A BRASS CAP.

THENCE N10°07'00"W ALONG THE EAST LINE OF VALLEY DRIVE, A DISTANCE OF 248.72 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 8.52 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE TERMS OF THE UNDERGOING ORDINANCES AND PROCEEDINGS. THE NAME OF THE SUBDIVISION SHALL BE "VALLEY WEST BUSINESS CENTER NO. 2" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, EXERCISE, USE AND MAINTAIN CONDUIT LINES, WELLS AND PIPES, PART OR ALL OF THEM UNDER AND ALONG THE STRIPS OF LAND MARKED "UTILITY EASEMENT", STORM SEWER EASEMENT AND "PUBLIC ACCESS TO UTILITY EASEMENT", AS SHOWN ON THIS PLAT. ALL WELLS AND STREETS AS SHOWN HEREON AND HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

HALF BARREL, INC.
 8488 CHARTER ROAD
 CASPER, WYOMING 82504

PAT SULLIVAN - PRESIDENT

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY PAT SULLIVAN, PRESIDENT OF HALF BARREL, INC. THIS _____ DAY OF _____, 2022.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

APPROVALS

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING
 THIS _____ DAY OF _____, 2022.

ATTEST: SECRETARY CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO. _____ DULY PASSED,
 ADOPTED AND APPROVED THIS _____ DAY OF _____, 2022.

ATTEST: CITY CLERK MAYOR

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022.

INSPECTED AND APPROVED THIS _____ DAY OF _____, 2022.

CITY ENGINEER

CITY SURVEYOR

CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
 COUNTY OF NATRONA } SS

I, WILLIAM R. FEDERHORN, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN AUGUST, 2022, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF, ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEDERHORN
 THIS _____ DAY OF _____, 2022.

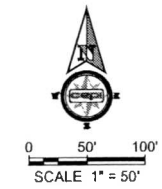
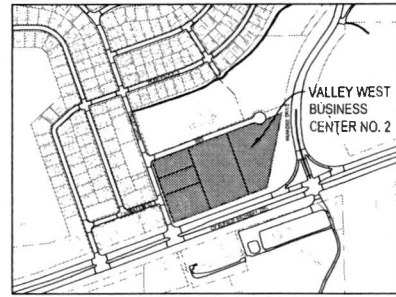
WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

- NOTES**
1. ERROR OF CLOSURE EXCEEDS 1:424,000.
 2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
 3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 0°00'30" N, AND THE CORRECTION FACTOR IS 0.99975962.
 4. ALL DISTANCES ARE ORD.
 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT INTENT TO USED AS BENCHMARKS.

VACATION & REPLAT OF
 VALLEY WEST BUSINESS CENTER,
 LOTS 1 THROUGH 5 ADDITION
 & A PORTION OF COMMERCIAL TRACT 1
 PARADISE VALLEY SUBDIVISION
 AS
**VALLEY WEST BUSINESS
 CENTER NO. 2**

AN ADDITION TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE NE $\frac{1}{4}$ SECTION 23, T.33N., R.80W., 6TH P.M.
 NATRONA COUNTY WYOMING
 SEPTEMBER, 2022
 N.O. #22-029



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

CEPI

Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.9103
 www.cepi-casper.com

W:\Users\2022\Engineering\22-029 Paradise Valley Survey\Paradise Valley\Survey\Paradise Valley\WEST NO. 2 REVISED.dwg, 11/7/2022, BM

**VALLEY WEST BUSINESS CENTER NO. 2
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 20_____, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Half Barrel, Inc., 30 North Gould Street, Suite N, Sheridan, Wyoming 82801, (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to the City for approval of a vacation and replat of the Valley West Business Center, Lots 1 through 6 Addition, and a Portion of Commercial Tract 1, Paradise Valley Subdivision, to create the Valley West Business Center No. 2 Addition.
- C. A plat of Valley West Business Center No. 2 (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving,

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

- a. At such time as directed by the City, Owner shall construct, or participate financially in the cost of construction of a public sidewalk or pathway along the CY Avenue frontage of the Subdivision, per then-current City Municipal Code requirements. The amount of financial participation the Owner shall participate with shall be determined solely by the City, based on an analysis of then-current costs.
- b. Owner shall upgrade the existing public sidewalk along the Valley Drive frontage of the Subdivision to current City standards, and shall construct/complete missing sections of sidewalk in the vicinity of the intersection of CY Avenue and Valley Drive.
- c. Prior to the issuance of a Certificate of Occupancy (C/O) for the construction of any structure within the subdivision, standard City sidewalk shall be

constructed along the entire Iris Street frontage of the Subdivision. If inadequate room is available within the right-of-way because of existing obstructions currently located within the right-of-way, Owner shall construct the public sidewalk within the boundary of the Subdivision, and shall dedicate a public access easement for said sidewalk in a form acceptable to the City.

- d. Owner shall replace dead and dying landscaping (trees) on Proposed Lot 3, which were previously required with the development of said Lot.
- e. Owner shall provide an easement to the City for an existing 24-inch storm sewer located in the southwest portion of the site. Said easement shall be in a form acceptable to the City.

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.
- f. Waiver: Failure on the part of either party to enforce any provision of this Agreement, or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
- g. No Third-Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- h. Severability: If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Notices: Notices required or permitted to be given by a Party to the others must be in writing and either delivered in person or sent to the address shown below (or such subsequent address as may be designated by either party in writing) by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Half Barrel, Inc.
30 North Gould Street
Suite N
Sheridan, WY 82801

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

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

fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

OWNER
Half Barrel, Inc.

By: 

By: 

Printed Name: Barbara Santmire

Printed Name: Pat Sullivan

Title: Planning Administrative Asst.

Title: owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

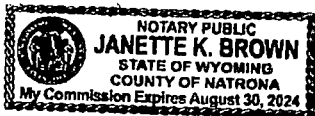
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 26th day of October, 2022, by Pat Sullivan as the owner of Half Barrel, Inc..

(Seal, if any)



Janette K. Brown
(Signature of notarial officer)

Administrative Notary
Title (and Rank)

[My Commission Expires: Aug 30, 2024]

RESOLUTION NO. 22-207

A RESOLUTION APPROVING THE VACATION AND REPLAT OF VALLEY WEST BUSINESS CENTER, LOTS 1 THROUGH 6 ADDITION, AND A PORTION OF COMMERCIAL TRACT 1, PARADISE VALLEY SUBDIVISION, TO CREATE THE VALLEY WEST BUSINESS CENTER NO. 2 ADDITION.

WHEREAS, application has been made to vacate and replat the Valley West Business Center, Lots 1 through 6 Addition, and a Portion of Commercial Tract 1, Paradise Valley Subdivision, to create the Valley West Business Center No. 2 Addition, located at the northeast corner of the intersection of CY Avenue and Valley Drive; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Subdivision Agreement between the City and Half Barrel, LLC.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 202__.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

Template 7/14/20

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 1, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director
SUBJECT: Consideration of a resolution approving a vacation and replat creating Eastward Heights VIII, Lot 17 Addition to the City of Casper

Meeting Type & Date:

Regular Council Meeting, November 15, 2022

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating Eastward Heights VIII, Lot 17 Addition to the City of Casper.

Summary:

Application has been made to vacate and replat five (5) existing lots located at 1440 South Missouri Avenue, to create a newly configured, single-lot subdivision. The property is zoned R-4 (High Density Residential) and is currently occupied by a single structure consisting of four (4) townhouses. The replat is only changing the underlying lot configuration. The existing four-unit structure will remain.

The requested replat consolidates the five lots into a single lot, which has the effect of changing the nature of the existing structure from being townhouses, to a multi-family (apartment) structure. In that the individual lots for each dwelling unit are being eliminated, if the replat is approved, the structure will only be able to be bought and sold as an apartment building.

The minimum lot size for a four-unit apartment building in an R-4 (High Density Residential) zoning district is 6,000 square feet (1,500' x 4 units), and the proposed replat is creating a single 9,980 square foot parcel. Section 17.40.040(F) limits the maximum density of multi-family structures in the R-4 (High Density Residential) district to no more than thirty (30) dwelling units per acre. Based on the size of the lot (1/5-acre, more or less), the maximum number of multifamily dwelling units this property can support is seven (7). The property will therefore, be in compliance.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on September 16, 2021. No public comments were submitted; and there were no recommended conditions of approval.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution

Vicinity Map/Aerial

Plat

Subdivision Agreement

Proposed Eastward Heights VIII Lot 17 (Replat)



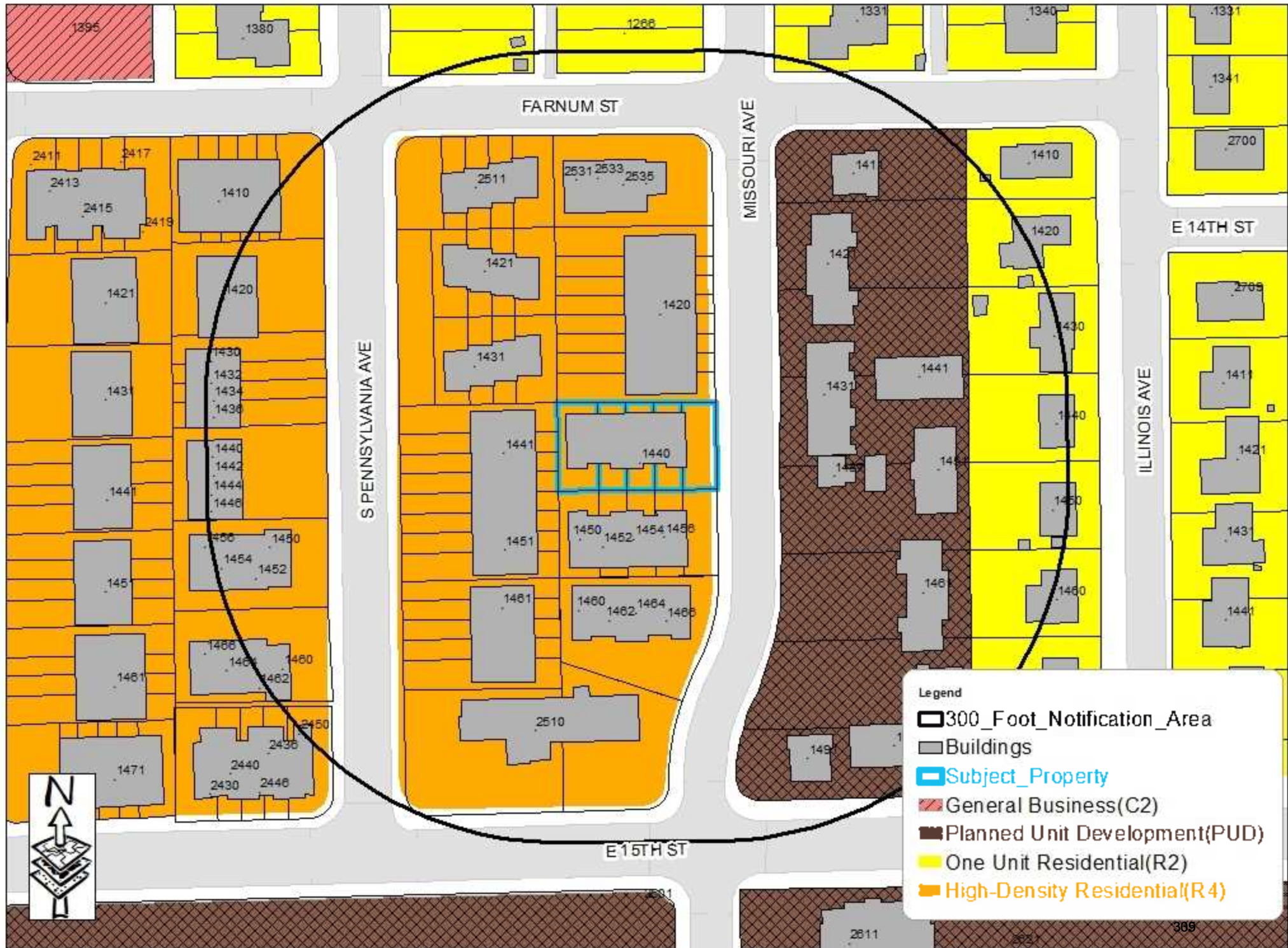
Legend
Subject_Property

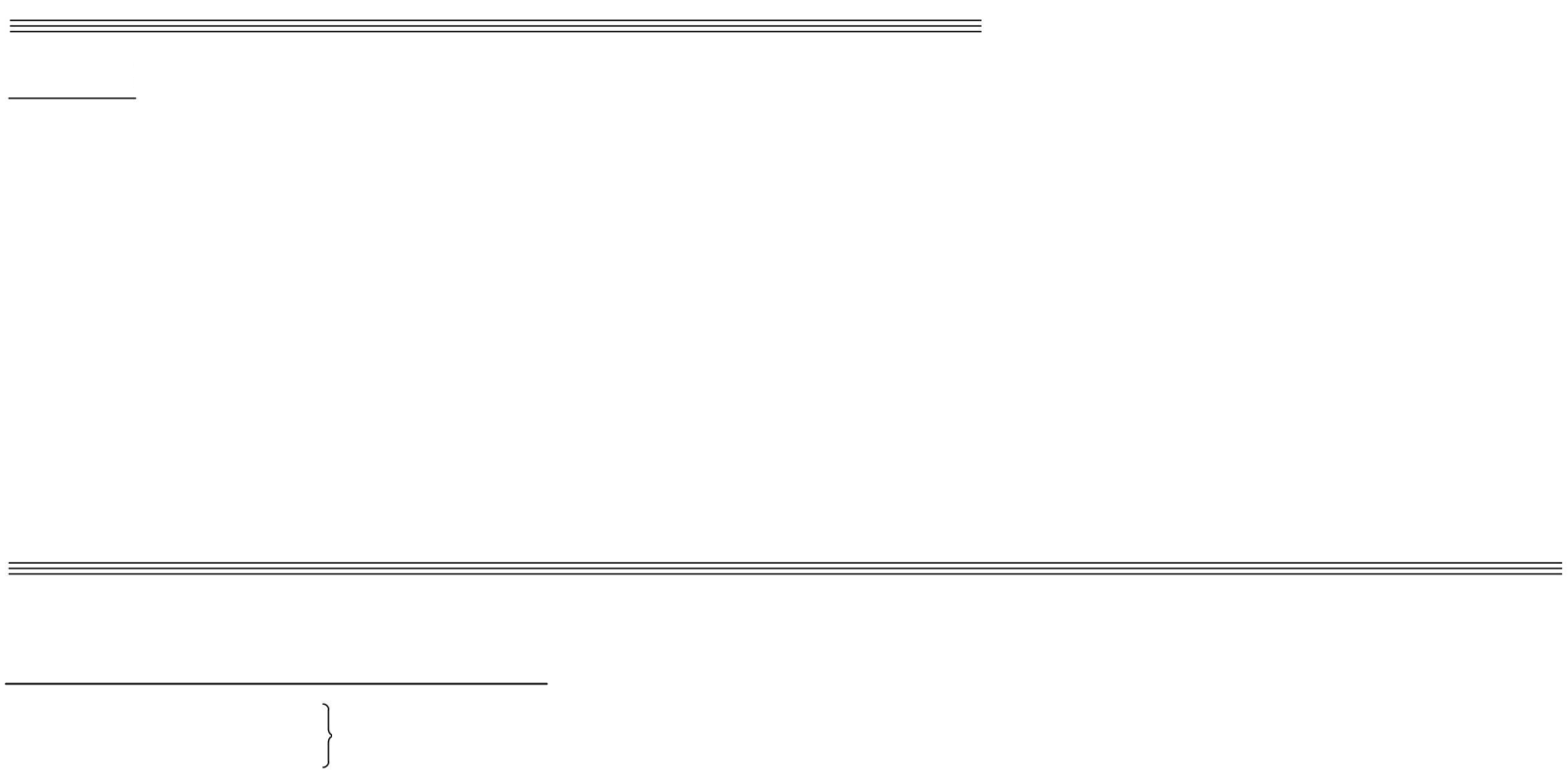
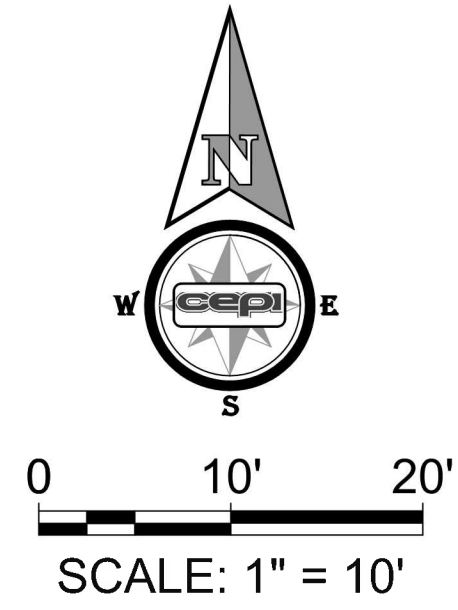
Proposed Eastward Heights VIII Lot 17 (Replat)



Legend
Subject_Property

Proposed Eastward Heights VIII Lot 17 (Replat)





**EASTWARD HEIGHTS VIII LOT 17
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. ETO Properties, LLC, 1931 Elkhorn Valley Drive, Casper, Wyoming 82609 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to vacate and replat Eastward Heights VIII Addition, Lots 1-5, to create Eastward Heights VIII Lot 17.
- C. A plat of Eastward Heights VIII Lot 17 ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

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

SECTION 5 – GENERAL PROVISIONS

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

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

ETO Properties, LLC
 1931 Elkhorn Valley Drive
 Casper, Wyoming 82609

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

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

payment, completion and acceptance of the services and termination or completion of the Agreement.

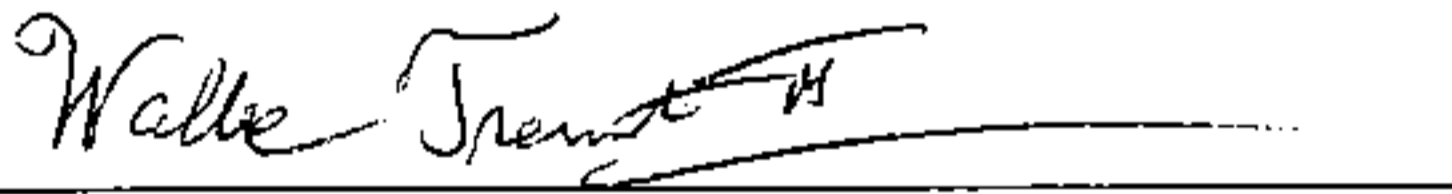
- l. Copies: This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

- m. Authority: Each individual executing this Agreement for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby. Owner further states that it is authorized to transact business in the State of Wyoming, properly registered and not delinquent with the Secretary of State.

- n. Term: At the time the Owner files for a permit to construct, the then applicable code provisions shall apply for the life of the permit or under an extension that is approved by the Public Services Director. If the Owner fails to file for a permit to construct at the time of platting, all applicable provisions of the Code that have changed since the execution of this Agreement shall be required of the Owner at the time of permit application, and the City at its sole discretion may require a new Subdivision Agreement and/or the replatting of property. Provided, however, Code amendments pertaining to the health and safety of the public shall be complied with by the Owner during the term of this Agreement, regardless of the validity of the permit to construct.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

By: Barbara A Santmire

Printed Name: Barbara A Santmire

Title: Admin Asst, Planning

OWNER
ETO Properties, LLC

By: [Signature]

Printed Name: Ed Opella

Title: OWNER

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 1st day of November, 2022, by Ed Opella as the Owner of ETO Properties, LLC.

(Seal, if any)



Janette K. Brown
(Signature of notarial officer)
Notary
Title (and Rank)

[My Commission Expires: August 30, 2024]

RESOLUTION NO. 22-208

A RESOLUTION APPROVING THE VACATION AND REPLAT OF EASTWARD HEIGHTS VIII ADDITION, LOTS 1-5, TO CREATE EASTWARD HEIGHTS VIII LOT 17; AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Eastward Heights VIII Addition, Lots 1-5, to create Eastward Heights VIII Lot 17, located at 1440 Missouri Avenue; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a subdivision agreement between the City and ETO Properties, LLC.

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

November 7, 2022

MEMO TO: J. Carter Napier, City Manager *77 for JAN*
FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director
SUBJECT: Submission of a Land and Water Conservation Fund grant in an amount up to \$1,000,000 for the Washington Park Revival Project.

Meeting Type & Date
Regular Council Meeting
November 15, 2022

Action Type
Resolution

Recommendation
That Council authorize, by resolution, the submission of a Land and Water Conservation Fund grant in an amount up to One Million Dollars (\$1,000,000) for the Washington Park Revival Project.

Summary
The Wyoming Department of State Parks and Cultural Resources has nearly \$2.3M available in fiscal year 2023 for the acquisition, development, and renovation of public parks and outdoor recreation lands and facilities. These dollars are being distributed as competitive Land and Water Conservation Fund (LWCF) grants for municipalities, counties, school districts, and recreation districts. LWCF grants are paid out on a reimbursement basis and have a 50% match requirement that can be cash or in-kind services. However, applicants must demonstrate they have dedicated 100% of the funding of the grant request by providing an approved resolution by the applicant's governing body and must commit the property with a 6(f) Land and Water Conservation Fund designation, which makes the park available only for outdoor recreation into perpetuity.

Staff requests City Council authorization to apply for a LWCF grant for necessary improvements at Washington Park. Washington Park is not only the City's most central park, it is also one of the most beloved. However, much of the existing infrastructure needs major renovation or replacement, and expanded and/or new amenities should be added to improve the current recreation experience for park goers, to attract new users, and to expand recreation-oriented economic development opportunities.

As a part of the grant application process, and in following council goals regarding public engagement, a public survey was deployed and two public meetings were held to discuss the proposed improvements at Washington Park. In general, participants expressed overwhelming support for enhancements at the park, and there was not strong opposition to any of the recommended improvements. Among the highest ranked priorities identified by the public in both meetings and the survey were:

- Adding permanent restrooms
- Adding pickle ball courts
- Reconstructing tennis courts
- Renovating the bandshell
- Improving the pool/aquatics offerings
- Improving parking

Given the public feedback, on-hand or committed funding, and the anticipated construction timeline, staff recommends that the Washington Park Revival Project be phased as follows:

- Phase I – Baseball lighting replacements, tennis court reconstruction/expansion, pickleball court construction, parking improvements, ADA restrooms
- Phase II – Pool/aquatics improvements, bandshell renovation, pathway/trail improvements, park lighting
- Phase III – Inclusive playgrounds, fully inclusive restrooms (if not achieved in Phase I), remaining baseball field enhancements, and other miscellaneous improvements supported by Casper citizens

The LWCF grant request for fiscal year 2023, which is due November 30, 2022, will be written for Phase I of the Washington Park Improvement Project as described above. It is the hope that a successful application for a phased project will yield future LWCF funding support for subsequent phases.

Financial Considerations

Up to \$1,000,000 will be requested from the Land and Water Conservation Fund. Since the grant is a reimbursement grant and 100% of funding is required to be in place, Council will need to approve a budget of up to \$2,000,000 for the project. The City of Casper currently has \$498,410 budgeted and available in the FY23 budget to spend on projects in Washington Park for baseball lighting replacements, restrooms, and tennis court resurfacing. At a minimum, we plan to leverage these funds to double the capital investment at the park. Additional contributions to the project may come from in-kind work performed by City staff and/or partner agencies, as well as from in-kind work or cash donations from local user organizations including the Casper Community Tennis Association (in concert with the United States Tennis Association), local members of USA Pickleball, the Casper Rotary Club, and other public grant programs identified by staff. Preliminary discussions with those funders have been encouraging.

Should the City be unsuccessful in securing the LWCF grant, the project as proposed to the LWCF will not be built. Only the elements of the Washington Park Improvements that are budgeted will be built. Additional renovations and enhancements will occur as funding becomes available.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation, & Public Facilities Director
 Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

RESOLUTION NO. 22-209

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM

WHEREAS, the City of Casper has established a project called the Washington Park Revival Project to complete various capital improvements at Washington Park that will help to ensure the park remains a community hub for recreation and gathering, as well as expand recreation-oriented economic development opportunities and has; and,

WHEREAS, the Land and Water Conservation Fund (LWCF) administered by the Wyoming Division of State Parks, Historic Sites and Trails is a federal grant program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities; and,

WHEREAS, the City of Casper will set aside the property, as a condition of grant award, with a 6(f) Land and Water Conservation designation such that the property will only be used for outdoor recreation into perpetuity; and,

WHEREAS, the City of Casper will also dedicate 100% of the Washington Park Revival Project costs, with anticipation that the LWCF grant will pay 50% of qualified project expenses to the City on a reimbursement basis; and,

WHEREAS, the 50% grant match requirement can be met with budgeted funds, in-kind work performed by City staff and/or partner agencies, as well as from in-kind work or cash donations from local user and service organizations.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a grant application to the Land and Water Conservation Fund administered by the Wyoming Division of State Parks, Historic Sites and in the amount of up to \$2,000,000 for the Washington Park Revival Project.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:




ATTEST:

Fleur D. Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 24, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director

SUBJECT: Authorizing a Lease Agreement with the Natrona County School District for Use of Lot 12 at the Ford Wyoming Center to Conduct Drivers' Education Classes

Meeting Type & Date

Regular Council Meeting
November 15, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and the Natrona County School District for the lease of Lot 12 at the Ford Wyoming Center for the purpose of providing drivers' education training to students of the Natrona County School District.

Summary

For decades, the Natrona County School District (NCSD) has had a rent-free lease with the City of Casper for the use of the Lot 12 at the Ford Wyoming Center for driver training. The most recent agreement was executed on July 20, 2016 and expired on June 30, 2021. NCSD desires to continue to use Lot 12 for driver training, and has requested a new lease agreement.

Staff recommends the approval of a new non-exclusive lease agreement with the Natrona County School District for the continued use of Lot 12 at the Ford Wyoming Center for student driver training. Though most of the terms of the new Lease Agreement remain consistent with previous agreements, one significant change was made; the new Lease Agreement term is only for one year, with an option for NCSD to request one additional year term, as long as such a request is made, in writing, at least ninety (90) days prior to the end of the lease term. This shorter-term agreement allows the City to assess the land need, as well as the traffic and parking impacts of the new indoor sport facility that will be built on the Ford Wyoming Center grounds immediately adjacent to Lot 12. The City may deny the request if an alternative use of the property is considered necessary. If the request for extension is approved, the lease will terminate in November 2024.

Financial Considerations

No rent is due under this Lease Agreement. NCSD pays for all electricity used in the building.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation, & Public Facilities Director

Attachments
Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement", entered into this ____ day of November 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City" or "**Lessor**," and the Natrona County School District, hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

RECITALS:

- A. The City owns the property described as Lot 12 at the Ford Wyoming Center, #1 Events Drive, Casper, Wyoming, 82601, hereinafter referred to as "Lot 12", "facility", or "premises"; and,
- B. **Lessee** desires to enter into a nonexclusive lease of Lot 12, not to include the two stalls on the south side of the building that occupies the lot, for the purpose of conducting drivers' education classes for the students of the Natrona County School District, and the City is willing to enter into a nonexclusive lease with the Natrona County School District and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Lessor** hereby agrees to lease to **Lessee**, and **Lessee** hereby agrees to lease from **Lessor**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, Lot 12 at the Ford Wyoming Center, not to include the two stalls on the south side of the building that occupies the lot, #1 Events Drive, Casper, Wyoming, 82601.
- B. Lot 12 is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the property in its present condition.

2. PURPOSE:

- A. The demised premises are leased to **Lessee** for the purpose of conducting drivers' education classes for the students of the Natrona County School District. Such drivers' training activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the property.

3. TERM:

- A. The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first day of the month as indicated in the exercise of the option ("Commencement Date").
- B. The **Lessee** may request an extension of the lease for an additional one (1) year term under similar terms and conditions contained herein; provided, however, that **Lessee** shall make such request, in writing, at least ninety (90) days prior the end of the lease term. **Lessor** may

deny the request if an alternative use of the property is considered necessary by the **Lessor**. If **Lessor** agrees to a new lease, the lease may be renewed administratively by the City Manager or his/her designee.

4. **FEES:**

- A. No monetary rent is due under this lease; however, consideration for this Lease shall be in the form of **Lessee** obligations under this lease.

5. **ASSIGNMENT/SUBLEASING:**

- A. **Lessee** may not assign, sell, or transfer this Agreement in whole or part and may not sublet otherwise assign all or any part of the leased premises without the prior written consent of the **Lessor**. **Lessee** shall not allow another group or entity to use/share the premises without written consent of the **Lessor**.

6. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. **Lessee** shall not remove any **Lessor**-owned equipment from the facilities without express written permission from the Parks, Recreation, & Public Facilities Director or his/her designee.

7. **TAXES AND ASSESSMENTS:**

- A. **Lessee** represents that this is a tax-exempt entity, and it will not use the leased premises for any purpose that removes the leased property from its tax-exempt status.

8. **NON-DISCRIMINATION:**

- A. The **Lessee** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

9. **SCHEDULING:**

- A. **Lessee** shall be responsible for the scheduling of drivers' training activities at the facility. Large events scheduled at the Ford Wyoming Center, which require additional parking, may preempt the use of the premises during a regular class schedule. **Lessor** agrees to provide at least ten (10) days' notice to **Lessee** if Lot 12 needs to be cleared for a large event that would preempt the use of the premises.

10. SIGNAGE:

- A. All of the signage used by **Lessee** for drivers' training classes is to be designed to be removed if the lot is needed for parking. Removal and storage of the signs is the responsibility of the **Lessee**, upon notice by **Lessor**.

11. LAWS AND REGULATIONS:

- A. **Lessee** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Lessee** with respect to the real property and fixed assets. **Lessee** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

12. INSURANCE, INDEMNIFICATION, AND IMMUNITY:

- A. **Lessee** shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the **Lessee's** operation and use of the leased premises. The cost of such insurance shall be borne by the **Lessee**.
- B. **Lessee** will provide general liability and property insurance certificates annually by a resident agent authorized to do business in the State of Wyoming with Natrona County School District #1.
- C. **Lessee** will maintain Workers' Compensation for all employees covered by the State of Wyoming Workers' Compensation program.

13. SCHEDULE OF CLASSES:

- A. **Lessee** will provide **Lessor** with a schedule of classes prior to each semester during the time period of the lease.

14. RIGHT TO ENTRY:

- A. The **Lessor** reserves the right to enter the leased property for any lawful purpose while not in use by the **Lessee**. **Lessee** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections. All installed door locks on the premises will remain consistent with the City's master lock systems.

15. MAINTENANCE:

- A. **Lessee** shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants,

and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The **Lessee** must receive consent of the **Lessor** prior to the scheduled repairs. The **Lessee** is liable for all damages that occur to the facility during this Lease term.

- B. **Lessee** shall ensure that the facility is maintained so as to present as visually pleasing appearance as possible. **Lessee** shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation. **Lessee** will also be responsible for repairing any damage or vandalism to the leased premises, to **Lessee's** vehicles, or equipment used in the driving classes. Such repairs to the premises will be made in a timely manner to the satisfaction of the **Lessor**.
- C. **Lessee** will not allow tires to be used as permanent markers on the driving range, nor allow student drivers to drive vehicles in or out of the building.
- D. Materials that are used periodically, on a temporary basis, for the conduct of the operation shall be neatly arranged and removed from the sight of the casual observer.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary or permanent facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary or permanent facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Parks, Recreation and Public Facilities Director or his/her designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. **Lessee** shall, upon termination of this Agreement, remove all facilities or fixtures which it constructed, and must restore the leased premises to conditions as it existed prior to installation of the removed improvements.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks, Recreation and Public Facilities Director or his/her designated representative.

17. UTILITIES:

- A. **Lessee** shall, at its own cost and expense, pay for electricity used for the entire building, arrange with the utility company for direct billing to **Lessee**, and pay for all charges as and when due. **Lessor** reserves the right to add or place additional utilities in the lease premises at any time, which rights are reserved to **Lessor**.

18. DEFAULT:

- A. In the event **Lessee** fails to perform any obligations called for herein on its part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon actual delivery or mailing of said written termination notice by **Lessor**.
- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

19. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. **Lessee** shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances.

21. NOTICE:

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Parks, Recreation & Public Facilities
1800 East K Street
Casper, Wyoming 82601

Natrona County School District
Director – Maintenance and Facilities
970 North Glenn Road
Casper, Wyoming 82601

22. WAIVER:

- A. No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Lease required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

23. ENVIRONMENTAL COMPLIANCE:

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or groundwater at or near the property. **Lessee** shall manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of: (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Lessor** in writing, upon request, of all such precautions which have been taken.

24. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

25. MISCELLANEOUS COVENANTS:

- A. Lessee will allow no liens to be placed upon the leased premises.
- B. Lessee shall promptly comply with all statutes, ordinance, rules, orders, regulations, and requirements of the federal, state, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said premises during the term.
- C. Lessee shall have exclusive rights to store materials used in the driving classes in the northernmost bay within the building on the premises for the duration of the lease. All four bays on the NE side of the building are used for either storage and/or parking vehicles in the winter.
- D. Lessee will be allowed to use the restroom facilities in the Ford Wyoming Center, formerly the Casper Events Center, by the staff and students involved in the drivers' education program, between the hours of 8:00 a.m. until 5:00 p.m., Monday through Friday, excepting designated holidays. To maintain facility security, staff and students will be required to utilize only designated public entrances to access the Ford Wyoming Center.

26. TERMINATION OF LEASE AGREEMENT:

- A. The Lessor or Lessee may terminate this Agreement anytime by providing thirty (30) days written notice of intent to terminate said Agreement. Notwithstanding the above, the Lessee shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Lessee or any breach of the Agreement by Lessee.

27. WYOMING GOVERNMENTAL CLAIMS ACT:

- A. Neither the City of Casper nor the Natrona County School District waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and each party specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

28. NO THIRD PARTY BENEFICIARY RIGHTS:

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

29. ENTIRE AGREEMENT:

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** nor anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement or that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:



ATTEST:

 Fleur Tremel
 City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

 Ray Pacheco
 Mayor

LESSEE:

Natrona County School District
970 Glenn Road
Casper, WY 82601

WITNESS:

 By: _____

DocuSigned by:

 B31C9E91B02047F...

By: Scott Honken

Title: Director - Maintenance and Facilities

RESOLUTION NO. 22-210

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE NATRONA COUNTY SCHOOL DISTRICT FOR USE OF LOT 12 AT THE FORD WYOMING CENTER TO CONDUCT DRIVERS' EDUCATION CLASSES FOR NATRONA COUNTY SCHOOL DISTRICT STUDENTS.

WHEREAS, The City of Casper owns the property described as Lot 12 at the Ford Wyoming Center, #1 Events Drive, Casper, Wyoming 82601; and


WHEREAS, The Natrona County School District provides drivers' education classes for the students of the Natrona County School District, and desires to utilize Lot 12 for drivers' education; and,

WHEREAS, The City of Casper and the Natrona County School District have agreed to the terms and conditions of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement between the City of Casper and the Natrona County School District for the use of Lot 12 at the Ford Wyoming Center.

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