

COUNCIL MEETING AGENDA

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



COUNCIL POLICY PUBLIC STATEMENTS

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

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

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

AGENDA

1. ROLL CALL & PLEDGE OF ALLEGIANCE
2. BRIGHT SPOT: CITY ATTORNEY RETIREMENT

3. APPROVAL OF COUNCIL MEETING MINUTES

- A. CONSIDERATION OF MINUTES OF THE NOVEMBER 1, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 18, 2022
- B. CONSIDERATION OF MINUTES OF THE NOVEMBER 1, 2022 EXECUTIVE SESSION
- C. CONSIDERATION OF MINUTES OF THE NOVEMBER 8, 2022 SPECIAL COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 18, 2022
- D. CONSIDERATION OF MINUTES OF THE NOVEMBER 8, 2022 EXECUTIVE SESSION
- E. CONSIDERATION OF MINUTES OF THE NOVEMBER 15, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON NOVEMBER 30, 2022
- F. CONSIDERATION OF MINUTES OF THE NOVEMBER 15, 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 20, 2022, as the Public Hearing Date for Consideration of:
 - a. New **Restaurant Liquor License No. 50** for Antojitos Shiwas, LLC dba **Antojitos Shiwas**, Located at 611 West Collins.
- 2. Establish February 21, 2023, as the Public Hearing Date for Consideration of:
 - a. **Annual Renewal of all City of Casper Liquor Licenses** for Licensing Period April 1, 2023 through March 31, 2024.

7. PUBLIC HEARINGS

A. Minute Action

1. **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.
2. New **Restaurant Liquor License No. 49** for MW KW Corp. d/b/a **Little Shop of Burgers**, Located at 1040 North Center Street.

8. SECOND READING ORDINANCES

A. An Ordinance Approving a Vacation, Replat, Subdivision Agreement and Zone Change for the **Pasadena Addition**.

1. Communications from Persons Present

9. THIRD 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

10. RESOLUTIONS

A. Consent

1. Authorizing the **Sole Source Purchase Between Communication Technologies Inc.**, and the City of Casper.
2. Authorizing a Contract Between the City of Casper and **HDR Engineering, Inc.** for the **Casper Area Transit Electric Fleet Conversion Study**.
3. Authorizing a **Grant Award Agreement** Between the **Wyoming Office of Homeland Security** and City of Casper in the Amount of \$31,400 (Hazmat Monitoring and Radio Equipment).
4. Authorizing a **Grant Award Agreement Between the Wyoming Office of Homeland Security** and City of Casper in the Amount of \$37,998 (Technical Rescue Training).

5. Authorizing a **Grant Award Agreement Between the Wyoming Office of Homeland Security** and City of Casper in the Amount of \$20,000 (Technical Rescue Gear).
6. Authorizing a **Cooperative Agreement** with the **Wyoming Department of Transportation** for the **Midwest Avenue Reconstruction** - Walnut Street to Poplar Street, Project No. 21-079.
7. Authorizing **Change Order No. 1** to the Agreement with **Crown Construction, LLC**, for a **Time Extension** for the **Highland Park 96-Inch Storm Sewer Replacement**, Project No. 21-069.
8. Authorizing a Procurement of Goods Agreement with **Metta Technologies, Inc.**, for the 2022 **Solid Waste Portable Litter Fencing**, Project No. 22-046.
9. Authorizing a Contract for Professional Services with **WWC Engineering**, in the Amount of \$281,456 for the **Midwest Avenue Reconstruction** - Poplar to Walnut Street, Project No. 21-079.
10. Authorizing the Mayor to Sign a **Letter in Support of Ryan Patrick, and Sarah Alyce Larsen Providing Assistance to Children Evacuees from Ukraine** due to Military Aggression.
11. Authorizing an Amendment to the **Employment Agreement** with **Jacqueline K. Brown** for **Temporary Assignment as Interim City Attorney**.

11. MINUTE ACTION

A. Consent

1. Authorizing the Purchase of **One (1) New Rough Area Tractor Mower with Accessories** for Use by the **Weed and Pest Division** of the Parks, Recreation, and Public Facilities Department.
2. Authorizing the **Purchase of Two (2) Tracked UTV's** for Use by **Hogadon Ski Basin** of the Parks, Recreation and Public Facilities Department.
3. Authorizing the Purchase of **Twelve (12) New Mid-Size Police Interceptor Utility Vehicles** from Fremont Motors of Sheridan for Use by the **Casper Police Department**.
4. Authorizing the **Purchase of Two (2) New 58,000 lbs. Tandem Axle Trucks with Dump Body, Hydraulics, and Snow Plows and Salters** for Use by the **Streets Division** of the Public Services Department.
5. Authorizing the **Purchase of Three (3) New Three-Quarter-Ton Pickup Trucks**, for Use by the **Casper Fire Department**.

6. Authorizing the **Purchase of One (1) New Out-Front Rotary Mower** with Attachments, for Use by the **Cemetery Division** of the Parks, Recreation, and Public Facilities Department.
7. Authorizing the **Purchase of 504 Residential Trash Containers** from **Ameritech Equipment Company** in an Amount not to Exceed \$46,900.00, for Use in the Casper **Solid Waste Division**.
8. Authorizing the **Reappointment of Rob Hurless** to One (1) Additional Three (3) Year Term on the **Amoco Reuse Agreement Joint Powers Board (ARAJPB)**.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL & LITIGATION

14. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

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

6:00 p.m. Tuesday, January 3, 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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 1, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 1, 2022. Present: Councilmembers McIntosh, Pollock, Sutherland, Gamroth, Engebretsen, Cathey, Humphrey, Vice Mayor Knell, and Mayor Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3. REGULAR MEETING MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Sutherland to, by minute action, approve the minutes of the October 4, 2022 Regular Council Meeting, as published in the Casper Star Tribune on October 19, 2022. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Knell, seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the October 4, 2022 Executive Session. Motion passed.

5. BILLS & CLAIMS

Moved by Councilmember Pollock, seconded by Councilmember Engebretsen to, by minute action, approve payment of the November 1, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills & Claims 11/01/22</u>		
307CllsnCntr	Services	4,319.07
71Const	Goods/Refund	1,530.00
AAALndscpng	Services	8,280.88
ACTreeSrvc	Goods	420.00
ActnGlass	Services	453.89
AceHrdwr	Goods	134.02
ACZLbrtrs	Services	381.50
AhrnRntls	Services	585.00
Airgas	Goods	83.84
AllAmrcnSprts	Goods	1,664.50
AllTrees	Services	1,900.00
Alsco	Services	1,097.49
AMBI	Services	2,941.20
AmrTech	Services	2,217.88
Amrgs	Goods	757.77
AndrnHuntCnstrctn	Refund	75.00
ArrwheadHeat	Services	1,994.95

AT&T	Services	1,284.98
AtlntcElctrc	Services	10,576.50
Atlas	Goods	1,845.42
Atmtn&Elctrnscs	Services	2,344.08
BRaisch	Goods	187.20
BrgmEllngsn	Goods	205.88
BiddleCnsltng	Services	2,532.43
BlkHillsEnrgy	Utilities	20,398.22
BobCatOfCspr	Goods	3,110.63
CLuse	Services	125.00
CMiller	Reimb	69.29
CptlBusnsSystem	Services	61.80
CsprStrTrb	Services	123.99
CsprTire	Services	450.00
CsprVtrnry	Services	1,529.17
CsprWdw&Door	Services	438.29
CntrlWyoHospice&Trnstns	Services	9,583.31
CntrlWyoRescueMission	Services	7,290.25
CntryLnk	Utilities	1,923.78
ChpmnVldz&Lnsng	Services	2,000.00
ChildDvlpmnt	Services	10,625.00
CtyCspr	Services	471,312.15
CivilEngnrng	Services	30,639.33
CMI	Goods	216.95
CMITeco	Services	5,103.99
CoastlChmcl	Goods	209.62
CommTech	Services	4,055.00
Cmtrnx	Goods	730.74
Cnvrgn	Goods	62,839.79
CPU	Goods	1,073.50
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	68,881.93
DckrAuto	Services	512.96
Dell	Goods	28,703.75
DsrtMtn	Goods	27,904.47
Dreamseats	Goods	250.00
EcnmcDvlpmnt	Services	110,430.00

EmrgncyMdel	Services	700.00
EnrgyLabs	Services	4,336.00
ExpSvcs	Services	1,563.60
FrgsnEnt	Goods	27,388.39
FrmntMtr	Services	5,468.88
Galls	Goods	818.04
GloblSpctrm	Services	75,000.00
GldrAssoc	Services	757.56
GreensSewr&Drain	Goods	165.00
GrrrMotr	Services	2,902.22
HLockhart	Reimb	91.92
HaassConst	Services	71,750.00
Hach	Goods	230.22
HrvrdDrugGrp	Goods	1,122.25
HDREngnrng	Services	35,950.46
Hollnd&Hart	Services	14,250.00
Homax	Goods	74,839.41
HydroOptmztn	Services	3,002.00
IME	Services	1,450.90
InstfrmTchnlgs	Services	153,207.25
JPike	Reimb	150.00
JSlotsve	Reimb	100.00
JKCEngnrng	Services	7,024.50
JonasSftwr	Services	349.00
KtlThorstenson	Services	46,472.78
Kinsco	Goods	4,141.52
KLMWyoHstrn	Goods	40.00
KnfRvr	Services	7,224.65
LawsnPrdcts	Services	119.23
MOgden	Reimb	545.40
MLAuto	Services	3,665.02
MoblCnerte	Goods	824.50
MdrnElctrc	Services	228.00
MtnStLitho	Services	221.38
MunicplTrtmnt	Goods	1,798.03
Napa	Goods	128,561.45
Norco	Goods	688.51

NrdeSound	Services	8,139.49
NWstContr	Goods	769.22
NWstPipeFittngs	Goods	10,190.00
OlsnAutoBdy	Services	10,570.65
Pedens	Goods	1,198.50
Pepsi	Goods	2,692.56
PstlPros	Services	11,249.80
ProTecAuto	Services	1,327.00
ReedsAuto	Services	123.20
RileyIndstrlSrvcs	Services	2,957.15
RvrOaksComm	Services	935.00
RckyMtnAirSltns	Goods	1,262.23
RckyMtnPwr	Utilities	237,716.40
RootrSwr	Services	2,097.86
RuffKuttKstmz	Services	7,100.00
ScienceZone	Services	83,611.00
SlfHelpCntr	Services	13,748.75
SrchAcqstn	Goods	706.70
Smrsh	Services	1,985.50
SmthPsych	Services	900.00
SftDr	Services	8.20
SolidWstAssoc	Dues	245.00
SpareLabs	Services	2,895.83
StatelineNo7	Services	5,975.00
SummitElctrc	Services	377.39
SummitFire	Services	1,315.50
SynrgyPntng	Services	11,263.29
ThomeVtrnrnHsptl	Services	544.87
TopOffc	Goods	143.06
TretoCnstrctn	Services	170,297.95
Unifrms2Gear	Goods	1,671.21
USPS	Goods	2,000.00
VrznWrsls	Services	2,415.93
VRC	Services	218.79
WThornton	Reimb	753.76
WardLbrtrs	Services	520.00
WearPrts	Goods	22.98

WstrnCoop	Services	1,454.40
WstrnRsrch	Goods	31,969.65
WstrnSign&Design	Services	3,036.00
WstrnStatesFirePrctcn	Services	1,140.00
WrdElctrc	Services	25,642.26
WLCEngrng	Services	32,586.66
WWCEngrng	Services	12,811.50
Wyo1stAid	Goods	417.13
WyoDOT	Services	9,634.53
WLEA	Services	1,080.00
WyoPlantCmpny	Goods	1,477.12
WyoSteel&Recyng	Goods	1,650.00
Total		2,318,525.48

6. COMMUNICATIONS FROM PERSONS PRESENT

No citizens addressed the Council.

7.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilmember Engebretsen, seconded by Councilmember Cathey, to, by minute action, establish November 1, 2022 as the public hearing date for the consideration of:

- a. Transfer of ownership for Liquor License No. 36 from Urban Market Wines, LLC, dba Urban Bottle Wine & Spirits, located at 410 South Ash Street, to Occasions by Cory, LLC, dba The Drinkery – A Modern Bar + Venue by Cory, located at 410 South Ash Street.
- b. An ordinance approving a vacation, replat, subdivision agreement and zone change for the Pasadena Addition.

Councilmember Pollock abstained from voting on Item 7.A.1.a. Motion passed.

8.A.1. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance pertaining to issues involving private intrusion alarms.

City Attorney Henley entered two (2) exhibits: correspondence from Keith McPheeters to J. Carter Napier, dated October 6, 2022; and an affidavit of publication, as published in the Casper Star-Tribune, dated October 26, 2022. City Manager Napier gave a brief report.

Speaking in favor was: Scott Lehner, 1622 S Elm Street, General Manager of Comtronix. There was no one to speak in opposition of the item. There being no other citizens to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 17-22
AN ORDINANCE REPEALING AND REPLACING ORDINANCE 16-97 CODIFIED AS CHAPTER 8.08 OF THE CASPER MUNICIPAL CODE.

Councilmember Cathey presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pollock. Councilmembers commented on the high amount of false alarms and the need to address this issue. Motion passed.

8.A.2. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Chapter 9.08 – Offenses Against the Person, of the Casper Municipal Code.

City Attorney Henley entered two (2) exhibits: correspondence from John Henley to J. Carter Napier, dated October 21, 2022; and an affidavit of publication, as published in the Casper Star-Tribune, dated October 24, 2022. City Manager Napier gave a brief report.

Speaking in favor of the item was: Pat Sweeney, 951 N Kimball. Speaking in opposition was: Keith Nachbar, 123 W 1st St; Kyle True, S Poplar St.; and Dennis Steinsland, 533 S Washington. Councilmembers addressed questions presented by speakers and explained the need for the ordinance. There being no other citizens to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 18-22
AN ORDINANCE AMENDING CHAPTER 9.08 – OFFENSES
AGAINST THE PERSON, OF THE CASPER MUNICIPAL CODE TO
ADD SECTION 9.08.020 “MALICIOUS HARMS BASED ON RACE,
COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER
IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, OR
DISABILITY.”

Councilmember Sutherland presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pollock. Mayor Pacheco, Vice Mayor Knell and Councilmembers Pollock, Gamroth, Sutherland, and Engebretsen explained why they support the ordinance and the need for this ordinance in order to protect every citizen from harassment or discrimination. Councilmembers Gamroth and Pollock explained why a crime violating this ordinance should receive a sentence enhancement. Councilmember Cathey explained that he would be voting against the ordinance, because he felt it protects some citizens more than others.

Vice Mayor Knell moved to amend the ordinance to include the word “age”, following the word “national origin” in Section 9.08.020A. Seconded by Councilmember Humphrey. Motion passed.

Moved by Councilmember Sutherland, seconded by Councilmember Pollock, to approve the ordinance on first reading as amended. Councilmember Cathey voted nay, and all other Councilmembers voted aye. Motion passed.

8.B.1. PUBLIC HEARING – RESOLUTION FOR ANNEXATION

Mayor Pacheco opened the public hearing to consider if the annexation of Tract 8 Dowler Subdivision No. 2 complies with W.S. 15-1-402.

City Attorney Henley entered three (4) exhibits: correspondence from Liz Becher to J. Carter Napier, dated October 19, 2022; an affidavit of publication for Notice of Public Hearing, as

published in the Casper-Star Tribune, dated August 29, 2022; an affidavit of publication for Notice of Public Hearing and Annexation Report Summary, as published in the Casper-Star Tribune, dated October 6, 2022, and the Tract 8, Dowler No. 2 Subdivision 2022 annexation report. City Manager Napier provided a brief report.

There being no citizens to speak for or against the issue involving the annexation, the public hearing was closed.

Following resolution read:

RESOLUTION NO. 22-190
A RESOLUTION FINDING FACTS PURSUANT TO
WYOMING STATUTE § 15-1-402 REGARDING THE
ANNEXATION OF 2.0-ACRES DESCRIBED AS TRACT 8,
DOWLER NO. 2 SUBDIVISION.

Councilmember Pollock presented the foregoing resolution for adoption. Seconded by Councilmember Sutherland. Councilmember McIntosh abstained from voting. Motion passed.

9. ORDINANCE— THIRD READING

Following ordinance read:

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

WHEREAS, Paradise Valley Christian Church has applied to annex 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition; and,

WHEREAS, the applicant has applied to zone Tract 8, Dowler No. 2 Addition, as C-2 (General Business); and,

WHEREAS, the applicant has also applied to rezone 8.2-acreas of property located at 3041 Paradise Drive, described as the Paradise Acres Addition, as C-2 (General Business); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax-exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to the final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning, as requested, following a public hearing on August 18, 2022.

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

SECTION 1:

The annexation of 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition, is hereby approved, said property is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The 2.0 acres described as Tract 8, Dowler Addition No. 2 is hereby zoned C-2 (General Business).

SECTION 3:

The 8.2-acres described as Paradise Acres Addition is hereby rezoned from PUD (Planned Unit Development) to C-2 (General Business).

SECTION 4:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 5:

This ordinance shall, pursuant to W.S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

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

Councilmember Cathey presented the foregoing ordinance for adoption, on third reading. Seconded by Vice Mayor Knell. Councilmember McIntosh abstained from voting. Motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-191

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE WATER SYSTEM UPDATES AND MODELING PROJECT.

RESOLUTION NO. 22-192

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH HDR ENGINEERING, INC. FOR ONGOING STUDIES, TASKS, AND ACTIVITIES REGARDING WATER RIGHTS AND WATER SUPPLY ACTIVITIES.

RESOLUTION NO. 22-193

A RESOLUTION AUTHORIZING A CONTRACT FOR OUTSIDE-CITY WATER AND SEWER SERVICE WITH MEADOR ENVIRONMENTAL CONSULTING, LLC.

RESOLUTION NO. 22-194

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CIVIL ENGINEERING PROFESSIONALS, INC., FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE WOLF CREEK ROAD IMPROVEMENTS, PROJECT NO. 21-066.

RESOLUTION NO. 22-195

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR ENGINEERING SERVICES FOR THE COLLEGE DRIVE IMPROVEMENTS, PROJECT NO. 21-060.

RESOLUTION NO. 22-196

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HALL'S

CUSTOM PAVING AND EXCAVATION, INC., FOR THE TRANSIT FACILITY PARKING IMPROVEMENTS, PROJECT NO. 22-040.

RESOLUTION NO. 22-197

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPAR BUILDING SYSTEMS, FOR THE MRF DOOR REPAIRS PROJECT NO. 22-076.

RESOLUTION NO. 22-198

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND FELSBURG, HOLT, & ULLEVIG, INC., FOR THE CASPER AREA IMPACT FEE STUDY.

RESOLUTION NO. 22-199

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE DRILL TOWER TRAINING PAD, PROJECT NO. 22-059.

Councilmember Southerland presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Engebretsen. City Manager Napier stated that Resolution No. 22-194 was for a project being done in conjunction with Natrona County. Vice Mayor Knell abstained from voting on Resolution No. 22-194. Motion passed.

11.A. CONSENT MINUTE ACTION

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

1. Appoint three new members to Casper's Council of People with Disabilities for a term of three years, beginning November 1, 2022; and
2. Accept a grant from the Rocky Mountain Power Foundation, in the amount of \$8,000, to be used to fund elements of the First Street Gateway.

Councilmember Sutherland abstained from voting on 11.A.1. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

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

13. ADJOURN INTO EXECUTIVE SESSION

At 7:16 p.m., it was moved Councilmember McIntosh, seconded by Councilmember Pollock, to adjourn into executive session to discuss land acquisition, personnel, and litigation. Motion passed. Council moved into the Council Meeting Room.

At 8:33 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Cathey to adjourn the executive session. Motion passed.

12. ADJOURNMENT

The meeting was opened to the public. At 8:34 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Engebretsen, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING
Casper City Hall – Council Meeting Room
November 8, 2022

1. ROLL CALL

Casper City Council met in special session at 7:29 p.m., Tuesday, November 8, 2022. Present: Councilmembers Cathey, Engebretsen, Gamroth, Pollock, Sutherland, Humphrey, McIntosh, Vice Mayor Knell, and Mayor Pacheco.

2. ADJOURN INTO EXECUTIVE SESSION

At 7:30 p.m., it was moved by Councilmember McIntosh, seconded by Councilmember Pollock, to adjourn into an executive session to discuss matters related to personnel. Motion passed.

At 7:35 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 7:35 p.m. it was moved by Councilmember Cathey, seconded by Councilmember Sutherland, 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

COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
November 15, 2022

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 15, 2022. Present: Councilmembers McIntosh, Pollock, Sutherland, Gamroth, Engebretsen, Cathey, Humphrey, Vice Mayor Knell, and Mayor Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. REGULAR MEETING MINUTES

Moved by Vice Mayor Knell, seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the October 18, 2022 Regular Council Meeting, as published in the Casper Star Tribune on November 3, 2022. Councilmember Pollock abstained from voting. Motion passed.

3.B. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Cathey to, by minute action, approve the minutes of the October 18, 2022 Executive Session. Councilmember Pollock abstained from voting. Motion passed.

3.C. SPECIAL MEETING MINUTES

Moved by Councilmember Sutherland, seconded by Councilmember Engebretsen to, by minute action, approve the minutes of the October 25, 2022 Special Council Meeting, as published in the Casper Star Tribune on November 3, 2022. Motion passed.

3.D. EXECUTIVE SESSION MINUTES

Moved by Vice Mayor Knell, seconded by Councilmember Pollock to, by minute action, approve the minutes of the October 25, 2022 Executive Session. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Pollock, seconded by Councilmember Engebretsen to, by minute action, approve payment of the November 15, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

<u>Bills & Claims 11/15/22</u>		
307Jntrl	Services	4,143.07
71Const	Goods	3,452.30
ASveda	Reimb	150.00
AceHrdwr	Goods	103.05
ACZLbrtrs	Services	1,162.50
Airgas	Goods	1,138.63
Alsco	Services	1,829.54
AltdVtrnry	Services	127.00
AMBI	Services	755.61

AmrcnTitle	Goods	600.00
AmrTech	Services	5,333.97
AMSGnl	Goods	1,750.00
ArrwheadHeat	Services	383.75
AT&T	Services	1,118.98
Atlas	Goods	18,197.49
Atdsk	Services	3,340.00
BDanysh	Reimb	150.00
BdgrMtr	Services	162.87
BamBlnds	Goods	1,449.25
BarDSgns	Services	10,790.00
BigHrnTire	Services	130.00
BlkHillsEnrgy	Utilities	711.62
BlkmnPrpn	Goods	351.00
Boys&GirlsClub	Services	14,372.75
BrntagPac	Goods	17,635.72
Brian'sGoTo	Services	1,490.92
BrndlCrk	Services	4,050.00
BsbyIndstrs	Goods	19,750.00
CKrugler	Reimb	115.95
CLynch	Reimb	150.00
ClbrHldngs	Services	4,943.00
CsprAreaEcnmcDvlpmnt	Services	10,000.00
CsprTire	Services	4,245.00
CWRWS	Goods	466,874.19
CntryLnk	Utilities	18,122.22
ChlkButtesLndscpng	Services	55,106.14
ChpmnVldz&Lnsng	Services	2,000.00
CtyCspr	Services	198,384.32
CivilEngnrng	Services	15,307.50
CMI	Goods	246.99
CMITeco	Services	286,652.52
CoastlChmcl	Goods	153.16
CocaCola	Services	16.50
CommTech	Services	21,300.98
CmprsnLeasng	Services	7,167.92
Cmtrnx	Goods	56.00

Cnvrgrn	Goods	574.54
CPU	Goods	14,783.00
Core&Main	Goods	1,272.50
CPSDstrbtrs	Goods	1,527.08
CrwnCnstrctn	Services	23,197.81
DKpnr	Services	29.00
DckrAuto	Services	1,169.72
Dell	Goods	567.36
DnvrIndstrlPmps	Goods	5,205.83
DsrtMtn	Goods	24,240.62
DLTSltns	Services	6,051.50
DPCIndstrs	Goods	12,505.68
E&FTowng	Services	80.00
EcnltSystem	Goods	14,251.27
EnrgyLabs	Services	1,846.00
EngnrngDsgn	Services	125.00
FrgsnEnt	Goods	17,891.14
FIB	Invstmnts	8,424.29
FoxstrOpco	Goods	1,110.00
Galloway&Co	Services	7,050.00
Galls	Goods	1,874.99
GilletteSteel	Goods	3,627.00
GloblSpctrm	Services	85,000.00
GldrAssoc	Services	9,676.79
GoodYrTire	Services	1,188.38
Grngr	Goods	978.10
GrrrMotr	Services	363.34
Hach	Goods	300.54
HzrdCntrlTchnlgs	Goods	3,221.25
HDREngnrng	Services	1,846.25
Homax	Goods	7,266.70
HonnenEquip	Services	306.02
HoodsEqpmt	Goods	1,684.90
HydroOptmztn	Services	6,651.00
IME	Services	145.10
IndstrlScrn	Services	9,281.84
InstfrmTchnlgs	Services	652,576.20

ITCElctrel	Services	688.80
JGreenwood	Reimb	122.84
JDCInvstgtns	Services	700.00
JRAutoUphlstry	Services	1,300.00
KJohnston	Reimb	150.00
KKraft	Reimb	90.68
Kinsco	Goods	277.98
KnfRvr	Services	4,932.45
LHubbard	Services	150.00
LJacobs	Reimb	97.11
LawsnPrdcts	Services	900.00
LtzsAplnc	Goods	339.95
Lisa'sSpcNSpn	Services	270.00
LongBldgTech	Services	1,177.90
MEllis	Services	760.00
MWilhelms	Reimb	125.99
MillsPD	Services	103.90
MidIndImplmnt	Goods	2,138.22
MidwstLbrtrs	Services	388.00
MLAuto	Services	182.00
MdrnElctrc	Services	100.00
MtnStLitho	Services	81.28
MtnWstTech	Refund/Services	1,113.32
NCSO	Services	108,461.31
NCHallOfJstcDetentnPwrsBrd	Services	434.25
NCHallOfJstcJntPwrsBrd	Services	768.58
Norco	Goods	201.21
NWstContr	Goods	2,097.76
NovaBiomdcl	Goods	1,262.14
OlsnAutoBdy	Services	262.50
OneCall	Services	922.50
OvrHeadDr	Services	1,180.60
PaceAnlytclSrvcs	Services	640.90
PacificHide&Fur	Goods	707.14
Pedens	Goods	1,237.95
PepprTnk&Cntrctrs	Services	1,200.00
PtrsnEqmmt	Services	600.00

PstlPros	Services	4,027.00
PrfsnlCIng	Services	1,395.00
ROgden	Reimb	150.00
RTasler	Reimb	143.99
RmshrnCnstrctn	Services	115,125.76
Rescuegear	Goods	1,640.00
Rexel	Services	793.12
Ricoh	Services	400.36
RckyMtnAirSltns	Goods	6,335.92
RckyMtnPwr	Utilities	38,307.12
RootrSwr	Services	1,822.77
SftyKleenSystms	Goods	701.74
SeaWstrn	Goods	7,726.35
ShoshneDstrbtng	Goods	999.50
SkyIneRnchs	Services	144.03
SlshBckCnvs	Goods	200.00
Snomax	Goods	6,510.00
StOfNEDMV	Services	7.50
StOfWyo	Services	702,884.22
StotzEqpmnt	Services	4,853.31
SummitElctrc	Services	5,531.53
SynrgyPntng	Services	3,230.00
ThomsonReutrs	Goods	993.42
ThreeTrlsAssmnt	Services	33,280.00
TopOffc	Goods	6,515.72
TotalMchnclSrvcs	Services	6,894.00
Unifrms2Gear	Goods	331.96
ValorCnstrctn	Services	15,243.00
VrznWrls	Services	3,449.49
WAhrndt	Reimb	282.28
Wamco	Services	1,100.00
WardwlWtr	Goods	86.37
WtrTech	Goods	11,085.00
WyneColemnConst	Services	2,000.00
WstPlainsEngnrng	Services	765.00
WstrnStatesFirePrtctn	Services	5,115.00
WstlndPrk	Services	2,062.44

WH	Services	8,285.00
WrdElctrc	Services	5,360.00
WyoMchnry	Services	7,330.61
WyoRents	Services	1,413.40
Wyo1stAid	Goods	174.06
WyoSteel&Rcycling	Goods	1,725.00
Total		3,285,951.38

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council were: Steve Freel, 211 W Collins, regarding flag pole lots; Alissa Ruckle, 718 Divine Ave, Sara Lockery, 3431 Belmont Dr., Beau Griffith, 915 S Lincoln, and Anna Kempstead, 4438 E 43rd Street, spoke regarding updates and youth assessment surveys for the Casper Youth Council; and Jessica Novotny, regarding security cameras and safe rooms at fire stations.

6.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Sutherland, to, by minute action, establish December 6, 2022 as the public hearing date for the consideration of:

- a. Transfer of ownership for Liquor License No. 37 from Charger Holdings, LLC dba Yellowstone Garage, located at 355 West Yellowstone to 307 Repair Inc, dba Yellowstone Garage Bar & Grill, located at 355 West Yellowstone.
- b. New Restaurant Liquor License No. 49 for MWKW Corp. dba Little Shop of Burgers, located at 1040 North Center Street.

Councilmember Pollock abstained from voting on both items. Motion passed.

7.A. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance approving a vacation, replat, subdivision agreement and zone change for the Pasadena Addition.

City Attorney Henley entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 10, 2022; and an affidavit of publication, as published in the Casper Star-Tribune, dated October 31, 2022. City Manager Napier gave a brief report.

Speaking in favor was: Bill Fehringer, 6080 Enterprise Drive. There was no one to speak in opposition of the item. There being no other citizens to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 19-22
AN ORDINANCE APPROVING A VACATION, REPLAT,
SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE
PASADENA ADDITION.

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

7.B. PUBLIC HEARING – MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of the transfer of ownership for Retail Liquor License No. 36 to Occasions by Cory Bar LLC. He noted that the LLC has been updated from Occasions by Cory LLC to Occasions by Cory Bar LLC.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated November 1, 2022; an affidavit of publication, as published in the Casper Star-Tribune, dated November 8, 2022; an affidavit of website publication, dated November 9, 2022, and a liquor license application, filed October 12, 2022.

There being no citizens to speak for or against the item, the public hearing was closed.

Moved by Councilmember Gamroth, seconded by Councilmember Humphrey to, by consent minute action transfer the ownership for Liquor License No. 36 from Urban Market Wines, LLC, dba Urban Bottle Wine & Spirits, located at 410 South Ash Street to Occasions by Cory Bar, LLC dba The Drinkery – Modern Bar + Venue by Cory, located at South Ash Street. Councilmember Pollock abstained from voting. Motion passed.

8.A. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 17-22
AN ORDINANCE REPEALING AND REPLACING ORDINANCE 16-97 CODIFIED AS CHAPTER 8.08 OF THE CASPER MUNICIPAL CODE.

Councilmember Pollock presented the foregoing ordinance for adoption, on second reading. Seconded by Councilmember Sutherland. There being no citizens to speak on the ordinance, no discussion, and no amendments, the motion passed.

8.B. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 18-22
AN ORDINANCE AMENDING CHAPTER 9.08 – OFFENSES AGAINST THE PERSON, OF THE CASPER MUNICIPAL CODE TO ADD SECTION 9.08.020 “MALICIOUS HARMS BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, NATIONAL ORIGIN, OR DISABILITY.”

Vice Mayor Knell presented the foregoing ordinance for adoption, on second reading. Seconded by Councilmember Sutherland.

Individuals addressing Council were: Skylar Cooper, 1st Street; Kate Allen, LGBTQ Advisory Committee Member; Sara Lockery, 3431 Belmont Drive; Dennis Steinsland, 533 S Washington; Brad Shirley, 834 E 13th St; Seth Hollier, 128 East 2nd St; Keith Nachbar, 1st Street; Kyle True, 1541 Diamond Dr.; Terry Drake, 6231 S Spruce; Riley Jorgenson, 4432 Moonbeam; Anna Kempstead, 4438 E 24th St; and Tim Calbert, 4311 Mink St.

Vice Mayor Knell and Councilmember Sutherland spoke about the intention of the ordinance and the that intention of a crime should be taken into consideration in the law. Councilmember Pollock and Mayor Pacheco discussed that this is not a new idea, and other cities around the country have passed similar ordinances in order to provide additional layers of protections to citizens. Councilmember McIntosh discussed that the majority of people who have reached out to Council regarding the ordinance have been in support of it. He also asked that those who wish to write to or address Council do so respectfully. Councilmember Humphrey asked about the effects of the ordinance on church's, specifically bidding process. City Attorney Henley responded that churches would be protected as religious institutions under the circumstances presented, but if they were to branch away from their religious works, such as bidding on a project for a restaurant they owned, the ordinance would apply then. Councilmember Cathey explained why he will not vote in favor of the ordinance, stating that in his opinion it is not necessary.

Vice Mayor Knell moved to amend Section 9.08.020, Subsection F, changing the title to "Exceptions and Definitions," and incorporating the written changes shown on the attachment to the City Attorney's memo concerning Subsection F.1. and F.2., and adding Section F.3. titled "Definitions". Seconded by Councilmember McIntosh. Motion passed.

Mayor Pacheco called for a vote on the ordinance as amended. Councilmember Cathey voted nay and all other Councilmembers voted aye. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

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.

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.

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.

RESOLUTION NO. 22-204

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH THE HA BASEBALL, LLC, DBA CASPER HORSEHEADS FOR THE USE AND OPERATION OF THE MIKE LANSING CONCESSIONS STAND.

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.

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.

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.

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.

RESOLUTION NO. 22-209

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM.

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 THE NATRONA COUNTY SCHOOL DISTRICT STUDENTS.

Councilmember Pollock presented the foregoing eleven (11) resolutions for adoption. Seconded by Councilmember Sutherland. Vice Mayor Knell abstained from voting on Resolution No. 22-201, Councilmember Pollock abstained from voting on Resolution No. 22-204, Councilmember McIntosh abstained from voting on Resolution No. 22-207 and Resolution No. 22-208, and Councilmember Engebretsen abstained from voting on 22-208. Motion passed.

10. INTRODUCTION OF MEASURES AND PROPOSALS

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

Council agreed to the flag lot issue to a future work session agenda.

11. ADJOURN INTO EXECUTIVE SESSION

At 7:59 p.m., it was moved by Vice Mayor Knell, seconded by Councilmember Engebretsen, to adjourn into executive session to discuss land acquisition. Motion passed. Council moved into the Council Meeting Room.

At 8:39 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Sutherland, to adjourn the executive session. Motion passed.

12. ADJOURNMENT

The meeting was opened to the public. At 8:39 p.m., it was moved by Councilmember Cathey, seconded by Councilmember Pollock, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for December 06, 2022

0970 CED

0970 CED	Fleet Maintenance Fund	LAMPS FOR PARKING LOT LIGHT	\$168.92
<i>0970 CED - Total For Fleet Maintenance Fund</i>			\$168.92
0970 CED	Traffic Control	Wire lugs to repair Ash St luminaires	\$74.32
<i>0970 CED - Total For Traffic Control</i>			\$74.32
0970 CED - ALL DEPARTMENTS			\$243.24

194 BEACON BLDG PROD

194 BEACON BLDG PROD	Buildings & Structures Fund	Repair supplies for CBC - Beacon	\$4,257.04
<i>194 BEACON BLDG PROD - Total For Buildings & Structures Fund</i>			\$4,257.04
194 BEACON BLDG PROD - ALL DEPARTMENTS			\$4,257.04

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Golf - Operations	Ice melt for clubhouse	\$75.94
<i>2530 - CPS DSTRBTRS - Total For Golf - Operations</i>			\$75.94
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Christmas Lights	\$240.00
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			\$240.00
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$315.94

307 FOAM ALL LLC

307 FOAM ALL LLC	Refuse - Commercial	Spray foam services	\$334.00
<i>307 FOAM ALL LLC - Total For Refuse - Commercial</i>			\$334.00
307 FOAM ALL LLC - ALL DEPARTMENTS			\$334.00

4IMPRINT, INC

4IMPRINT, INC	Metro Animal Shelter	ALL OTHER DIRECT MARKETERS	\$263.02
<i>4IMPRINT, INC - Total For Metro Animal Shelter</i>			\$263.02
4IMPRINT, INC - ALL DEPARTMENTS			\$263.02

6H GROUP LLC

6H GROUP LLC	Police Administration	Dog food	\$173.40
<i>6H GROUP LLC - Total For Police Administration</i>			<i>\$173.40</i>
6H GROUP LLC - ALL DEPARTMENTS			\$173.40

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	3" River rock for the Russin	\$1,349.64
<i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i>			<i>\$1,349.64</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$1,349.64

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Clerk	MISCELLANEOUS PUBLISHING & PRINTING	\$168.26
<i>A.M.B.I. & SHIPPING, - Total For City Clerk</i>			<i>\$168.26</i>
A.M.B.I. & SHIPPING,	City Council	Postage / mailing service	\$5.62
<i>A.M.B.I. & SHIPPING, - Total For City Council</i>			<i>\$5.62</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Business cards and Envelopes	\$567.22
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / Mailing Service	\$16.15
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$583.37</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$146.34
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$146.34</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage / mailing service	\$402.04
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$402.04</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,305.63

AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing & trimming service	\$630.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal & Landfill</i>			<i>\$630.00</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$630.00

ACCENT PACKAGING INC

ACCENT PACKAGING INC	Refuse - Recycling	Tying wire	\$3,082.69
<i>ACCENT PACKAGING INC - Total For Refuse - Recycling</i>			<i>\$3,082.69</i>

ACCENT PACKAGING INC - ALL DEPARTMENTS

\$3,082.69

ADOBE 800-833-6687

ADOBE 800-833-6687	Metropolitan Planning Org	COMPUTER SOFTWARE STORES	\$629.87
<i>ADOBE 800-833-6687 - Total For Metropolitan Planning Org</i>			\$629.87
ADOBE 800-833-6687	Municipal Court	COMPUTER SOFTWARE STORES	\$188.87
ADOBE 800-833-6687	Municipal Court	COMPUTER SOFTWARE STORES	(\$188.87)
<i>ADOBE 800-833-6687 - Total For Municipal Court</i>			\$0.00
ADOBE 800-833-6687 - ALL DEPARTMENTS			\$629.87

AED SUPERSTORE

AED SUPERSTORE	Fire-EMS Operations	Adult and Infant Diversity Kit with monitors a	\$1,638.22
<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			\$1,638.22
AED SUPERSTORE - ALL DEPARTMENTS			\$1,638.22

AFFILIATES IN COUNSE

AFFILIATES IN COUNSE	Fire-EMS Training	Pre-employment psychological evaluation	\$350.00
AFFILIATES IN COUNSE	Fire-EMS Training	Pre-employment psychological evaluations	\$1,050.00
<i>AFFILIATES IN COUNSE - Total For Fire-EMS Training</i>			\$1,400.00
AFFILIATES IN COUNSE - ALL DEPARTMENTS			\$1,400.00

AHERN RENTALS INC

AHERN RENTALS INC	Water Distribution	Bead Blaster - Other Materials & Supplies	\$44.99
<i>AHERN RENTALS INC - Total For Water Distribution</i>			\$44.99
AHERN RENTALS INC - ALL DEPARTMENTS			\$44.99

AIRPRO INC

AIRPRO INC	Fire-EMS Operations	Hose and exhaust parts	\$1,199.50
<i>AIRPRO INC - Total For Fire-EMS Operations</i>			\$1,199.50
AIRPRO INC - ALL DEPARTMENTS			\$1,199.50

ALBERTSONS #0060

ALBERTSONS #0060	Human Resources	Produce for Infused Pretty Water Project	\$1.99
ALBERTSONS #0060	Human Resources	6, 1-gallon water containers, and produce fo	\$25.75
<i>ALBERTSONS #0060 - Total For Human Resources</i>			\$27.74
ALBERTSONS #0060 - ALL DEPARTMENTS			\$27.74

ALBERTSONS #0062

ALBERTSONS #0062	Buildings & Structures Fund	9 volt battery for Business Center door keyp	\$6.81
<i>ALBERTSONS #0062 - Total For Buildings & Structures Fund</i>			\$6.81
ALBERTSONS #0062	City Council	Council meeting supplies	\$4.79
<i>ALBERTSONS #0062 - Total For City Council</i>			\$4.79
ALBERTSONS #0062	Police Investigations	GROCERY STORES, SUPERMARKETS	\$7.98
<i>ALBERTSONS #0062 - Total For Police Investigations</i>			\$7.98
ALBERTSONS #0062 - ALL DEPARTMENTS			\$19.58

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Paraclipse Terminator & Finance Charge Refu	(\$126.88)
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$94.00
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$27.00
ALSCO	Balefill - Disposal & Landfill	Paraclipse Terminator Refund	(\$126.00)
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$99.00
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$94.00
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			\$237.58
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$131.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$164.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$121.65
<i>ALSCO - Total For Fleet Maintenance Fund</i>			\$867.90

ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$331.68</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.46
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.46
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$61.98
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$182.90</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$151.52
ALSCO	WWTP Operations	Professional Laundry Services	\$150.50
ALSCO	WWTP Operations	Professional Laundry Services	\$143.36
ALSCO	WWTP Operations	Professional Laundry Services	\$146.46
<i>ALSCO - Total For WWTP Operations</i>			<i>\$591.84</i>
ALSCO - ALL DEPARTMENTS			\$2,211.90

AMAZON.COM H28I112Y2

AMAZON.COM H28I112Y2	Refuse - Residential	RECYCLE CANS AND LIDS FOR TRUCK BARN	\$184.72
<i>AMAZON.COM H28I112Y2 - Total For Refuse - Residential</i>			<i>\$184.72</i>
AMAZON.COM H28I112Y2 - ALL DEPARTMENTS			\$184.72

AMAZON.COM HB1YM01K1

AMAZON.COM HB1YM01K1	Refuse - Residential	RECYCLE BINS AND LIDS FOR TRUCK BARN 1	\$298.53
<i>AMAZON.COM HB1YM01K1 - Total For Refuse - Residential</i>			<i>\$298.53</i>
AMAZON.COM HB1YM01K1 - ALL DEPARTMENTS			\$298.53

AMAZON.COM HB6783P82

AMAZON.COM HB6783P82	Police Administration	BOOK STORES	\$19.80
<i>AMAZON.COM HB6783P82 - Total For Police Administration</i>			<i>\$19.80</i>
AMAZON.COM HB6783P82 - ALL DEPARTMENTS			\$19.80

AMAZON.COM HB9FW61A1

AMAZON.COM HB9FW61A1	Balefill - Baler Processing	RECYCLE BASKETS BALER BLDG OFFICES	\$62.99
<i>AMAZON.COM HB9FW61A1 - Total For Balefill - Baler Processing</i>			<i>\$62.99</i>

AMAZON.COM HB9FW61A1 - ALL DEPARTMENTS \$62.99

AMERICAN RED CROSS

AMERICAN RED CROSS Aquatics - Operations WSI Certifications \$120.00

AMERICAN RED CROSS - Total For Aquatics - Operations \$120.00

AMERICAN RED CROSS - ALL DEPARTMENTS \$120.00

AMERICAN WATER WORKS

AMERICAN WATER WORKS Water Administration CHARITABLE AND SOCIAL SERVICE ORGANIZA \$4,248.00

AMERICAN WATER WORKS - Total For Water Administration \$4,248.00

AMERICAN WATER WORKS - ALL DEPARTMENTS \$4,248.00

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Baler Processing Propane \$285.96

AMERIGAS - CASPER Balefill - Baler Processing Propane \$272.88

AMERIGAS - CASPER Balefill - Baler Processing Propane \$153.02

AMERIGAS - CASPER - Total For Balefill - Baler Processing \$711.86

AMERIGAS - CASPER WWTP Operations Propane \$2,686.10

AMERIGAS - CASPER WWTP Operations Propane \$2,646.86

AMERIGAS - CASPER - Total For WWTP Operations \$5,332.96

AMERIGAS - CASPER - ALL DEPARTMENTS \$6,044.82

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Balefill - Diversion & Special Container liner \$4,992.00

AMERI-TECH EQUIPMENT - Total For Balefill - Diversion & Special \$4,992.00

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS \$4,992.00

AMZN Mktp US

AMZN Mktp US Aquatics - Operations Tape for Label Maker \$28.24

AMZN Mktp US Aquatics - Operations Bulletin Board Paper \$15.98

AMZN Mktp US - Total For Aquatics - Operations \$44.22

AMZN Mktp US Balefill - Baler Processing WASTEBASKETS FOR BALER BLDG \$72.18

<i>AMZN Mktp US - Total For Balefill - Baler Processing</i>			\$72.18
AMZN Mktp US	Balefill - Disposal & Landfill	OTHER CONTRACTUAL	\$49.72
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			\$49.72
AMZN Mktp US	Balefill - Diversion & Special	SHARP CONTAINERS	\$1,515.45
AMZN Mktp US	Balefill - Diversion & Special	HAND HELD VACUUM FOR SPECIAL WASTE B	\$47.99
AMZN Mktp US	Balefill - Diversion & Special	RUG FOR ENTRY TO SPECIAL WASTE OFFICES	\$37.75
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			\$1,601.19
AMZN Mktp US	Buildings & Structures Fund	Repair supplies for Aquatics Center - Amazon	\$20.87
AMZN Mktp US	Buildings & Structures Fund	Repair supplies for Aquatics Center - Amazon	\$64.06
<i>AMZN Mktp US - Total For Buildings & Structures Fund</i>			\$84.93
AMZN Mktp US	City Manager	Glow sticks for Halloween	\$25.99
<i>AMZN Mktp US - Total For City Manager</i>			\$25.99
AMZN Mktp US	Fire-EMS Operations	Station Supplies	\$23.06
AMZN Mktp US	Fire-EMS Operations	Boots for Chief Garvin	\$51.19
AMZN Mktp US	Fire-EMS Operations	Lock Box Latches for New Engines	\$74.94
AMZN Mktp US	Fire-EMS Operations	Station Supplies	\$37.67
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			\$186.86
AMZN Mktp US	Golf - Operations	Merchandise Display	\$157.70
<i>AMZN Mktp US - Total For Golf - Operations</i>			\$157.70
AMZN Mktp US	Hogadon - Operations	snowmaking outlet	\$573.84
<i>AMZN Mktp US - Total For Hogadon - Operations</i>			\$573.84
AMZN Mktp US	Ice Arena - Operations	POS Thermal Reciept Paper	\$143.90
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			\$143.90
AMZN Mktp US	Police Administration	BOOK STORES	\$49.98
AMZN Mktp US	Police Administration	BOOK STORES	\$36.09
AMZN Mktp US	Police Administration	BOOK STORES	\$40.50
AMZN Mktp US	Police Administration	BOOK STORES	\$17.90
AMZN Mktp US	Police Administration	BOOK STORES	\$28.12
AMZN Mktp US	Police Administration	BOOK STORES	\$19.99
AMZN Mktp US	Police Administration	BOOK STORES	\$43.00
AMZN Mktp US	Police Administration	BOOK STORES	\$64.99
<i>AMZN Mktp US - Total For Police Administration</i>			\$300.57
AMZN Mktp US	Police Investigations	BOOK STORES	\$57.98
AMZN Mktp US	Police Investigations	BOOK STORES	\$22.82
<i>AMZN Mktp US - Total For Police Investigations</i>			\$80.80
AMZN Mktp US	Rec Center - Classes	Fitness bar end caps replacements plus door	\$8.01

AMZN Mktp US	Rec Center - Classes	CRC Open Gym Pickleballs	\$117.91
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$125.92</i>
AMZN Mktp US	Rec Center - Operations	CRC Front Entry Doors Door Mat	\$105.98
AMZN Mktp US	Rec Center - Operations	Fitness bar end caps replacements plus door	\$105.96
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$211.94</i>
AMZN Mktp US	Refuse - Residential	GLADE PLUG INS FOR TRUCK BARN	\$18.11
AMZN Mktp US	Refuse - Residential	OTHER CONTRACTUAL	\$13.21
<i>AMZN Mktp US - Total For Refuse - Residential</i>			<i>\$31.32</i>
AMZN Mktp US	Water Distribution	Gate Keeper Multiple Lock System - Water &	\$61.98
<i>AMZN Mktp US - Total For Water Distribution</i>			<i>\$61.98</i>
AMZN Mktp US - ALL DEPARTMENTS			\$3,753.06

ANCHOR ELECTRIC INC

ANCHOR ELECTRIC INC	Capital Projects Fund	95% of billing	\$12,475.00
<i>ANCHOR ELECTRIC INC - Total For Capital Projects Fund</i>			<i>\$12,475.00</i>
ANCHOR ELECTRIC INC - ALL DEPARTMENTS			\$12,475.00

ANIMAL CARE EQUIPMEN

ANIMAL CARE EQUIPMEN	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$272.01
<i>ANIMAL CARE EQUIPMEN - Total For Metro Animal Shelter</i>			<i>\$272.01</i>
ANIMAL CARE EQUIPMEN - ALL DEPARTMENTS			\$272.01

APG CASH DRAWER, LLC

APG CASH DRAWER, LLC	Balefill - Disposal & Landfill	CASH DRAWER LID	\$91.17
<i>APG CASH DRAWER, LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$91.17</i>
APG CASH DRAWER, LLC - ALL DEPARTMENTS			\$91.17

APPLIED IND TECH

APPLIED IND TECH	Regional Water Operations	SW Injector for Pump #2 - Pump & Lubricant	\$261.56
APPLIED IND TECH	Regional Water Operations	SW Injector Pump #2 - Machinery Supplies	\$474.92
<i>APPLIED IND TECH - Total For Regional Water Operations</i>			<i>\$736.48</i>
APPLIED IND TECH - ALL DEPARTMENTS			\$736.48

ARBYS 5439

ARBYS 5439	Fire-EMS Training	Meal while in Cheyenne at the recruit acad	\$11.01
ARBYS 5439	Fire-EMS Training	Meal while in Cheyenne at the Recruit Acade	\$9.64

ARBYS 5439 - Total For Fire-EMS Training \$20.65

ARBYS 5439 - ALL DEPARTMENTS \$20.65

ARIN

ARIN	Information Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$50.00
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ARIN - Total For Information Services \$50.00

ARIN - ALL DEPARTMENTS \$50.00

ARS FLOOD AND FIRE C

ARS FLOOD AND FIRE C	Balefill		\$20.00
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ARS FLOOD AND FIRE C - Total For Balefill \$20.00

ARS FLOOD AND FIRE C - ALL DEPARTMENTS \$20.00

ASTORIA HOTEL

ASTORIA HOTEL	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$215.06
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ASTORIA HOTEL	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$135.78
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ASTORIA HOTEL	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$135.78
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ASTORIA HOTEL - Total For Police Career Services \$486.62

ASTORIA HOTEL - ALL DEPARTMENTS \$486.62

AT & T CORP

AT & T CORP	City Manager	Acct #287317342545	\$40.04
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AT & T CORP	City Manager	Acct #287317342545	\$32.68
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AT & T CORP	City Manager	Acct #287317342545	\$40.04
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AT & T CORP	City Manager	Acct #287317342545	\$40.04
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AT & T CORP - Total For City Manager \$152.80

AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00
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AT & T CORP - Total For Metro Animal Control \$450.00

AT & T CORP	Police Administration	Acct #287279602134	\$18,221.20
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<i>AT & T CORP - Total For Police Administration</i>			\$18,221.20
AT & T CORP	Public Safety Communication Acct #051 221 2711 001		\$192.23
<i>AT & T CORP - Total For Public Safety Communications</i>			\$192.23
AT & T CORP	Public Transit - CARES Act	Acct #287306431868	\$291.16
<i>AT & T CORP - Total For Public Transit - CARES Act</i>			\$291.16
AT & T CORP	Sewer Wastewater Collection Acct #287295228508		\$160.16
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			\$160.16
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT & T CORP - Total For Streets</i>			\$200.20
AT & T CORP	Water Distribution	Acct #287290345044	\$359.16
<i>AT & T CORP - Total For Water Distribution</i>			\$359.16
AT & T CORP	Water Meters	Acct #287290345044	\$161.36
<i>AT & T CORP - Total For Water Meters</i>			\$161.36
AT & T CORP - ALL DEPARTMENTS			\$20,188.27

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Risk Management	2nd & Center luminaire repair	\$6,710.49
<i>ATLANTIC ELECTRIC, I - Total For Risk Management</i>			\$6,710.49
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$6,710.49

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$115.92
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$20.44
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$755.34
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office furniture	\$478.80
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$1,370.50
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$79.80
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$79.80
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$42.27
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$55.09
<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			\$97.36
ATLAS OFFICE PRODUCT	City Manager	Roller Kit for Printer	\$4.64
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			\$4.64
ATLAS OFFICE PRODUCT	Community Development	Office supplies	\$47.26

<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			<i>\$47.26</i>
ATLAS OFFICE PRODUCT	Customer Service	COPY PAPER	\$80.00
ATLAS OFFICE PRODUCT	Customer Service	COFFEE CREAMER	\$1.78
ATLAS OFFICE PRODUCT	Customer Service	STAMP AND SCREEN FILTER	\$99.90
ATLAS OFFICE PRODUCT	Customer Service	MOUSE PAD	\$7.56
ATLAS OFFICE PRODUCT	Customer Service	EPSON SCANNER	\$119.00
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$308.24</i>
ATLAS OFFICE PRODUCT	Engineering	BREAKROOM SUPPLIES	\$67.06
ATLAS OFFICE PRODUCT	Engineering	Roller Kit for Printer	\$69.53
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$136.59</i>
ATLAS OFFICE PRODUCT	Finance	COFFEE CREAMER	\$1.78
ATLAS OFFICE PRODUCT	Finance	COPY PAPER	\$79.98
ATLAS OFFICE PRODUCT	Finance	TONER CARTRIDGE	\$170.79
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$252.55</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Name plate for Chief Black	\$12.99
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$12.99</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	COFFEE CREAMER	\$1.78
ATLAS OFFICE PRODUCT	Health Insurance Fund	COPY PAPER	\$79.98
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$81.76</i>
ATLAS OFFICE PRODUCT	Human Resources	1 box clasp envelopes, 1 large dry erase board	\$124.66
ATLAS OFFICE PRODUCT	Human Resources	COFFEE CREAMER	\$1.80
ATLAS OFFICE PRODUCT	Human Resources	10 pks. of tab divider inserts	\$13.00
ATLAS OFFICE PRODUCT	Human Resources	1 pk of 16GB USB drives	\$28.69
ATLAS OFFICE PRODUCT	Human Resources	COPY PAPER	\$79.98
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$248.13</i>
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$14.26
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$49.99
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$81.18
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$145.43</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$46.74
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$42.04
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$34.02
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$618.84
ATLAS OFFICE PRODUCT	Police Administration	EPSON INK CARTRIDGE	\$37.99
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$349.93
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$121.44

ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$23.71
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$63.28
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$37.99
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$1,375.98</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Office supplies	\$251.85
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$251.85</i>
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$91.88
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - Operations</i>			<i>\$91.88</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office furniture	\$2,025.11
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$21.51
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$2,046.62</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Credit for Second Charge for Desktop Calend	(\$8.44)
ATLAS OFFICE PRODUCT	Regional Water Operations	White Out, Batteries, Carpet Shampoo, Sticki	\$234.58
ATLAS OFFICE PRODUCT	Regional Water Operations	Desktop Calendar - Office Supplies	\$8.44
ATLAS OFFICE PRODUCT	Regional Water Operations	Second Charge for Desktop Calendar - See Cr	\$8.44
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$243.02</i>
ATLAS OFFICE PRODUCT	Risk Management	COFFEE CREAMER	\$1.78
ATLAS OFFICE PRODUCT	Risk Management	COPY PAPER	\$79.98
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$81.76</i>
ATLAS OFFICE PRODUCT	River Volunteer Events	Roller Kit for Printer	\$4.64
<i>ATLAS OFFICE PRODUCT - Total For River Volunteer Events</i>			<i>\$4.64</i>
ATLAS OFFICE PRODUCT	Sewer Administration	Roller Kit for Printer	\$6.96
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			<i>\$6.96</i>
ATLAS OFFICE PRODUCT	Water Administration	Roller Kit for Printer	\$6.93
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			<i>\$6.93</i>
ATLAS OFFICE PRODUCT	Water Distribution	Office Supplies - Building Supplies	\$32.92
ATLAS OFFICE PRODUCT	Water Distribution	Office Supplies - Building Supplies	\$7.70
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$40.62</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$6,935.51

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Community Development	Printing/Laminating Service-Public Notice Po	\$30.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$30.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$30.00

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I	Fire-EMS Administration	September St. 1 copier Charges	\$34.42
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Administration</i>			\$34.42
ATLAS REPRODUCTION I	Fire-EMS Training	Testing material for engineers exam	\$195.20
<i>ATLAS REPRODUCTION I - Total For Fire-EMS Training</i>			\$195.20
ATLAS REPRODUCTION I - ALL DEPARTMENTS			\$229.62

AWWA.ORG

AWWA.ORG	Water Meters	Water Operator Certification Exam Prep - Tra	\$75.50
<i>AWWA.ORG - Total For Water Meters</i>			\$75.50
AWWA.ORG - ALL DEPARTMENTS			\$75.50

AXON ENTERPRISE INC

AXON ENTERPRISE INC	Municipal Court	Battery pack, training cartridge, holster, han	\$373.86
<i>AXON ENTERPRISE INC - Total For Municipal Court</i>			\$373.86
AXON ENTERPRISE INC - ALL DEPARTMENTS			\$373.86

B&B RUBBER STAMP

B&B RUBBER STAMP	Balefill - Disposal & Landfill	Office supplies	\$49.90
<i>B&B RUBBER STAMP - Total For Balefill - Disposal & Landfill</i>			\$49.90
B&B RUBBER STAMP	City Clerk	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$31.95
<i>B&B RUBBER STAMP - Total For City Clerk</i>			\$31.95
B&B RUBBER STAMP - ALL DEPARTMENTS			\$81.85

BACK COUNTRY BADGER

BACK COUNTRY BADGER	Capital Projects Fund	New utility locating tool	\$6,527.00
<i>BACK COUNTRY BADGER - Total For Capital Projects Fund</i>			\$6,527.00
BACK COUNTRY BADGER - ALL DEPARTMENTS			\$6,527.00

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Air hose, coupler, plug, spray paint & ice scra	\$200.69
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BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Wire	\$9.98
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$210.67
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Charging cables	\$59.96
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			\$59.96
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Wire/plastic hooks	\$9.57
BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	Keys	\$17.53
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			\$27.10
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$297.73

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$11.97
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies - Baileys Ace	\$13.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Marathon Building - Baile	\$19.58
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$15.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$17.97
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$79.49
BAILEYS ACE HDWE	Refuse - Residential	BLASTER FOR SALTER	\$17.18
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$17.18
BAILEYS ACE HDWE	Sewer Wastewater Collection	tube hardware	\$23.74
BAILEYS ACE HDWE	Sewer Wastewater Collection	safety supplies	\$99.96
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			\$123.70
BAILEYS ACE HDWE	WWTP Operations	Ice melt, soap	\$185.92
BAILEYS ACE HDWE	WWTP Operations	Hose ends & cleaning supplies	\$39.49
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$225.41
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$445.78

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Refuse - Residential	Installation of signage	\$754.70
<i>BAR-D SIGNS, INC. - Total For Refuse - Residential</i>			\$754.70
BAR-D SIGNS, INC.	Risk Management	Remove / replace vinyl decals	\$1,115.20
<i>BAR-D SIGNS, INC. - Total For Risk Management</i>			\$1,115.20
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$1,869.90

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station 2 vacuume repair	\$113.00
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$113.00</i>
BARGREEN WYOMING	WWTP Operations	Janitorial supplies	\$147.02
<i>BARGREEN WYOMING - Total For WWTP Operations</i>			<i>\$147.02</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$260.02

BELZONA ROCKY MOUNTA

BELZONA ROCKY MOUNTA	WWTP Operations	Belzona	\$589.00
<i>BELZONA ROCKY MOUNTA - Total For WWTP Operations</i>			<i>\$589.00</i>
BELZONA ROCKY MOUNTA - ALL DEPARTMENTS			\$589.00

BEST WESTERN PLUS CO

BEST WESTERN PLUS CO	Police Career Services	BEST WESTERN HOTELS	\$569.10
BEST WESTERN PLUS CO	Police Career Services	BEST WESTERN HOTELS	\$569.10
<i>BEST WESTERN PLUS CO - Total For Police Career Services</i>			<i>\$1,138.20</i>
BEST WESTERN PLUS CO - ALL DEPARTMENTS			\$1,138.20

BESTBUYCOM8066878178

BESTBUYCOM8066878178	City Manager	Wireless, trackball mouse	\$99.99
<i>BESTBUYCOM8066878178 - Total For City Manager</i>			<i>\$99.99</i>
BESTBUYCOM8066878178 - ALL DEPARTMENTS			\$99.99

BESTBUYCOM8067062994

BESTBUYCOM8067062994	City Council	3 iPad cases for councilmembers	\$74.97
BESTBUYCOM8067062994	City Council	Two iPads for new councilmembers	\$539.98
<i>BESTBUYCOM8067062994 - Total For City Council</i>			<i>\$614.95</i>
BESTBUYCOM8067062994 - ALL DEPARTMENTS			\$614.95

BESTBUYCOM8067063207

BESTBUYCOM8067063207	City Council	Third iPad for new councilmembers	\$269.99
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BESTBUYCOM8067063207 - Total For City Council \$269.99

BESTBUYCOM8067063207 - ALL DEPARTMENTS \$269.99

BIG D #29

BIG D #29 Fire-EMS Training Fuel for travel to Cheyenne for recruit acade \$87.00
BIG D #29 Fire-EMS Training Fuel while traveling to Cheyenne for recruit a \$59.93

BIG D #29 - Total For Fire-EMS Training \$146.93

BIG D #29 - ALL DEPARTMENTS \$146.93

BLACK HILLS ENERGY

BLACK HILLS ENERGY Aquatics - Operations Acct #7584 6122 74 \$8,470.13

BLACK HILLS ENERGY - Total For Aquatics - Operations \$8,470.13

BLACK HILLS ENERGY Aquatics- Marion Kreiner Ope Acct #9723 1947 06 \$111.00

BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper. \$111.00

BLACK HILLS ENERGY Aquatics- Mike Sedar Oper. Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper. \$82.00

BLACK HILLS ENERGY Aquatics- Paradise Valley Ope Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper \$82.00

BLACK HILLS ENERGY Aquatics- Washington Oper Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Washington Oper \$82.00

BLACK HILLS ENERGY Ash Street Building Acct #0421 9638 76 \$30.45

BLACK HILLS ENERGY Ash Street Building Acct #4376 8927 11 \$834.45

BLACK HILLS ENERGY - Total For Ash Street Building \$864.90

BLACK HILLS ENERGY Balefill - Disposal & Landfill Acct #1919 8530 97 \$4,554.73

BLACK HILLS ENERGY Balefill - Disposal & Landfill Acct #7538 8605 37 \$29.00

BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill \$4,583.73

BLACK HILLS ENERGY Buildings & Structures Fund Acct #8545 6521 02 \$229.48

BLACK HILLS ENERGY - Total For Buildings & Structures Fund \$229.48

BLACK HILLS ENERGY Casper Business Center Acct #4620 7426 21 \$1,690.26

BLACK HILLS ENERGY - Total For Casper Business Center \$1,690.26

BLACK HILLS ENERGY Cemetery Acct #9629 0042 60 \$223.38

BLACK HILLS ENERGY - Total For Cemetery \$223.38

BLACK HILLS ENERGY City Center Building Acct #8545 6521 02 \$25.03

BLACK HILLS ENERGY - Total For City Center Building \$25.03

BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	\$2,690.88
<i>BLACK HILLS ENERGY - Total For City Hall</i>			<i>\$2,690.88</i>
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #3267 4234 58	\$299.66
BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$1,542.63
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$1,842.29</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$4,222.92
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$4,222.92</i>
BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$525.95
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			<i>\$525.95</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$170.96
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$290.64
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$461.60</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$1,241.26
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$1,241.26</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$365.27
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$365.27</i>
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$1,229.33
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$1,229.33</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$128.66
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$128.66</i>
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$70.52
<i>BLACK HILLS ENERGY - Total For Parks - Athletic Maint.</i>			<i>\$70.52</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$141.77
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$141.77</i>
BLACK HILLS ENERGY	Public Transit - CARES Act	Acct #3470 5680 29	\$50.23
<i>BLACK HILLS ENERGY - Total For Public Transit - CARES Act</i>			<i>\$50.23</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400-2150 46	\$1,873.59
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$1,873.59</i>
BLACK HILLS ENERGY	Regional Water Operations	Acct #75313 1659 94	\$5,404.25
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$5,404.25</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61	\$35.21
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$35.21</i>
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$505.86
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			<i>\$505.86</i>
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$7,054.15
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$7,054.15</i>

BLACK HILLS ENERGY - ALL DEPARTMENTS \$44,287.65

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$545.79
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$857.93
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,403.72</i>

BLAKEMAN PROPANE - ALL DEPARTMENTS \$1,403.72

BLIMPIE

BLIMPIE	RWS - Guardian	Lunch for GWG Meeting - Other Materials an	\$48.88
<i>BLIMPIE - Total For RWS - Guardian</i>			<i>\$48.88</i>

BLIMPIE - ALL DEPARTMENTS \$48.88

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Shutdown supplies for Mike Sedar Pool - Blo	\$72.16
BLOEDORN LUMBER CO	Buildings & Structures Fund	HVAC repair supplies for City Hall - Bloedorn	\$27.43
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$99.59</i>

BLOEDORN LUMBER CO	Sewer Wastewater Collection	concrete for MH diamond	\$56.24
<i>BLOEDORN LUMBER CO - Total For Sewer Wastewater Collection</i>			<i>\$56.24</i>

BLOEDORN LUMBER CO - ALL DEPARTMENTS \$155.83

BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Hogadon - Operations	Ski patrol supplies	\$316.00
BOUND TREE MEDICAL L	Hogadon - Operations	Patrol Medical Supplies	\$966.44
BOUND TREE MEDICAL L	Hogadon - Operations	Patrol medical supplies	\$113.04

BOUND TREE MEDICAL L - Total For Hogadon - Operations \$1,395.48

BOUND TREE MEDICAL L - ALL DEPARTMENTS \$1,395.48

BOYS & GIRLS CLUBS O

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

BOYS & GIRLS CLUBS O - ALL DEPARTMENTS

\$14,372.75

BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO City Clerk CREDIT CARD FEES \$15.50

BRIDGEPAY NETWORK SO - Total For City Clerk \$15.50

BRIDGEPAY NETWORK SO Community Development CREDIT CARD FEES \$15.50

BRIDGEPAY NETWORK SO - Total For Community Development \$15.50

BRIDGEPAY NETWORK SO Engineering CREDIT CARD FEES \$15.50

BRIDGEPAY NETWORK SO - Total For Engineering \$15.50**BRIDGEPAY NETWORK SO - ALL DEPARTMENTS**

\$46.50

BUFFALO WILD WINGS

BUFFALO WILD WINGS Fire-EMS Training Meal while attending ICS300 Class \$28.84

BUFFALO WILD WINGS - Total For Fire-EMS Training \$28.84**BUFFALO WILD WINGS - ALL DEPARTMENTS**

\$28.84

BURGER KING #4025

BURGER KING #4025 Fire-EMS Training Meal while in Cheyenne at the Recruit Acade \$3.16

BURGER KING #4025 - Total For Fire-EMS Training \$3.16**BURGER KING #4025 - ALL DEPARTMENTS**

\$3.16

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS Fleet Maintenance Fund Copier usage \$61.80

CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund \$61.80**CAPITAL BUSINESS SYS - ALL DEPARTMENTS**

\$61.80

CASPER ANIMAL MED CT

CASPER ANIMAL MED CT Police Administration VETERINARY SERVICES \$87.07

CASPER ANIMAL MED CT - Total For Police Administration \$87.07**CASPER ANIMAL MED CT - ALL DEPARTMENTS**

\$87.07

CASPER COLLEGE

CASPER COLLEGE	City Clerk	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$69.00
<i>CASPER COLLEGE - Total For City Clerk</i>			<i>\$69.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$69.00

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC	Balefill - Baler Processing	Troubleshoot outage / reset breakers	\$130.00
<i>CASPER ELECTRIC, INC - Total For Balefill - Baler Processing</i>			<i>\$130.00</i>
CASPER ELECTRIC, INC - ALL DEPARTMENTS			\$130.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Social Community Services	Tax Revenues - September 2022	\$47,914.43
CASPER NATRONA COUNT	Social Community Services	Tax Revenues - October 2022	\$47,914.43
<i>CASPER NATRONA COUNT - Total For Social Community Services</i>			<i>\$95,828.86</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$95,828.86

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Advertising - Standard Advertisement For Bid	\$628.08
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill</i>			<i>\$628.08</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - Standard Advertisement For Bid	\$596.48
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$596.48</i>
CASPER STAR-TRIBUNE,	Community Development	Advertising - Casper City Council Notice	\$92.58
CASPER STAR-TRIBUNE,	Community Development	Advertising - Annexation Notice	\$718.00
CASPER STAR-TRIBUNE,	Community Development	Advertising - Planning & Zoning Notice	\$68.16
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$878.74</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	Advertising - Request for Proposals	\$72.92
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$72.92</i>
CASPER STAR-TRIBUNE,	Police Career Services	Advertising - Public Notice	\$575.44
CASPER STAR-TRIBUNE,	Police Career Services	Advertising - Alarm License Ordinance Chang	\$41.72
<i>CASPER STAR-TRIBUNE, - Total For Police Career Services</i>			<i>\$617.16</i>
CASPER STAR-TRIBUNE,	Public Transit - Operations	Advertising - standard advertisement for bid	\$634.40
<i>CASPER STAR-TRIBUNE, - Total For Public Transit - Operations</i>			<i>\$634.40</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising - CWRWS Notice	\$49.86

<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			\$49.86
CASPER STAR-TRIBUNE,	Sewer Wastewater Collection	Advertising-Notice of Final Payment To Contr	\$72.62
<i>CASPER STAR-TRIBUNE, - Total For Sewer Wastewater Collection</i>			\$72.62
CASPER STAR-TRIBUNE,	Water Distribution	Advertising-Notice of Final Payment To Contr	\$122.28
<i>CASPER STAR-TRIBUNE, - Total For Water Distribution</i>			\$122.28
CASPER STAR-TRIBUNE,	WWTP Operations	Advertising-Notice of Final Payment To Contr	\$72.62
<i>CASPER STAR-TRIBUNE, - Total For WWTP Operations</i>			\$72.62
CASPER STAR-TRIBUNE,	WWTP Regional Interceptors	Advertising-Notice of Final Payment To Contr	\$72.62
<i>CASPER STAR-TRIBUNE, - Total For WWTP Regional Interceptors</i>			\$72.62
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$3,817.78

CASPER TIN SHOP

CASPER TIN SHOP	Regional Water Operations	Exhaust Fan Motors - Machinery Supplies	\$1,397.80
<i>CASPER TIN SHOP - Total For Regional Water Operations</i>			\$1,397.80
CASPER TIN SHOP - ALL DEPARTMENTS			\$1,397.80

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires & balancing	\$580.00
CASPER TIRE	Fleet Maintenance Fund	Tires & balancing	\$480.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			\$1,060.00
CASPER TIRE	Refuse - Recycling	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			\$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	Tire balancing	\$40.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			\$175.00
CASPER TIRE - ALL DEPARTMENTS			\$1,280.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Return of supplies for City Hall HVAC repairs	(\$187.45)
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 1 -	\$68.48
CASPER WINNELSON CO	Buildings & Structures Fund	Fire Sprinkler repair supplies for Marathon -	\$26.95

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall - Winne	\$27.00
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Rec Center - Wi	\$873.86
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Car Wash at Service Cent	\$229.62
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Aquatics Center	\$45.66
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Rec Center - Wi	\$292.31
CASPER WINNELSON CO	Buildings & Structures Fund	HVAC repair supplies for City Hall - Winnelso	\$410.68
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$1,787.11</i>
CASPER WINNELSON CO	Risk Management	Repair supplies for Aquatics Center - Claim #	\$65.67
CASPER WINNELSON CO	Risk Management	Replacement Glycol for Aquatics Center - Cla	\$818.80
<i>CASPER WINNELSON CO - Total For Risk Management</i>			<i>\$884.47</i>
CASPER WINNELSON CO	WWTP Operations	Couplers	\$35.26
CASPER WINNELSON CO	WWTP Operations	Plumbing parts	\$2.29
CASPER WINNELSON CO	WWTP Operations	PLUMBING Parts	\$75.52
CASPER WINNELSON CO	WWTP Operations	Plumbing parts	\$11.90
CASPER WINNELSON CO	WWTP Operations	Valve	\$31.93
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$156.90</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$2,828.48

CENEX CBH COOP070683

CENEX CBH COOP070683	Police Career Services	AUTOMATED FUEL DISPENSERS	\$69.88
<i>CENEX CBH COOP070683 - Total For Police Career Services</i>			<i>\$69.88</i>
CENEX CBH COOP070683 - ALL DEPARTMENTS			\$69.88

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	Equipment repair	\$352.69
<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			<i>\$352.69</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$352.69

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$27.80
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$27.80</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$89.43
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$89.43</i>

CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$16.82</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$16.82</i>
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$61.45
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$61.45</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For City Council</i>			<i>\$16.82</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.16
<i>CENTURYLINK - Total For City Hall</i>			<i>\$11.16</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$39.13
<i>CENTURYLINK - Total For City Manager</i>			<i>\$39.13</i>
CENTURYLINK	Community Development	Acct #P-307-111-9950 456M	\$134.05
<i>CENTURYLINK - Total For Community Development</i>			<i>\$134.05</i>
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$39.13
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$49.23
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$88.36</i>
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$78.27
<i>CENTURYLINK - Total For Engineering</i>			<i>\$78.27</i>
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$89.43
<i>CENTURYLINK - Total For Finance</i>			<i>\$89.43</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$111.74
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$111.74</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$72.60
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$72.60</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$16.82</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$16.82</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$55.78
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$55.78</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$27.98
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$27.98</i>
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$22.31
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$22.31</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$89.43

<i>CENTURYLINK - Total For Information Services</i>			\$89.43
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$16.82
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$26.62
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$26.62
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$27.25
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$61.45
<i>CENTURYLINK - Total For Municipal Court</i>			\$141.94
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$61.45
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$61.45
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$346.19
CENTURYLINK	Police Administration	Acct #P-307-234-8116 403M	\$156.10
<i>CENTURYLINK - Total For Police Administration</i>			\$502.29
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.16
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$215.18
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$226.34
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$44.62
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$44.62
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$22.31
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$22.31
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$16.84
<i>CENTURYLINK - Total For Risk Management</i>			\$16.84
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$11.16
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$82.61
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$93.77
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$39.13
<i>CENTURYLINK - Total For Streets</i>			\$39.13
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$22.31
<i>CENTURYLINK - Total For Water Administration</i>			\$22.31
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.82
<i>CENTURYLINK - Total For Water Distribution</i>			\$16.82
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$33.29
<i>CENTURYLINK - Total For Water Meters</i>			\$33.29
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$33.47
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$95.32
<i>CENTURYLINK - Total For WWTP Operations</i>			\$128.79

CENTURYLINK	WWTP Regional Interceptors Acct #307-472-1129 839B	\$44.97
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>		<i>\$44.97</i>
CENTURYLINK - ALL DEPARTMENTS		\$2,494.71

CHALK BUTTES LANDSCA

CHALK BUTTES LANDSCA	Capital Projects Fund	2022 Highland Park Cemetery Ir	\$32,748.55
<i>CHALK BUTTES LANDSCA - Total For Capital Projects Fund</i>			<i>\$32,748.55</i>
CHALK BUTTES LANDSCA	Water Revenue and Transfers Retainage - Contract #23300009		\$1,723.60
<i>CHALK BUTTES LANDSCA - Total For Water Revenue and Transfers</i>			<i>\$1,723.60</i>
CHALK BUTTES LANDSCA - ALL DEPARTMENTS			\$34,472.15

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable Service for clubhouse	\$225.62
<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			<i>\$225.62</i>
CHARTER COMMUNICATIO	Public Safety Communication CABLE, SATELLITE & OTHER PAY TV/RADIO S		\$84.13
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$84.13</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$309.75

CHEVRON 0208171

CHEVRON 0208171	Police Investigations	AUTOMATED FUEL DISPENSERS	\$35.78
<i>CHEVRON 0208171 - Total For Police Investigations</i>			<i>\$35.78</i>
CHEVRON 0208171 - ALL DEPARTMENTS			\$35.78

CHILI'S #912

CHILI'S #912	Fire-EMS Training	Meal for travel to Cheyenne recruit academy	\$15.24
<i>CHILI'S #912 - Total For Fire-EMS Training</i>			<i>\$15.24</i>
CHILI'S #912 - ALL DEPARTMENTS			\$15.24

CITIZEN PAYMENT

CITIZEN PAYMENT	General Fund Revenue	Return of funds - dismissed case	\$10.00
CITIZEN PAYMENT	General Fund Revenue	Return of funds - dismissed case	\$750.00
CITIZEN PAYMENT	General Fund Revenue	Return of funds - dismissed case	\$15.00

CITIZEN PAYMENT	General Fund Revenue	Return of bond funds for A Smith	\$470.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			<i>\$1,245.00</i>
CITIZEN PAYMENT	Rec Center	Deposit Refund - Annual Carter Memorial To	\$500.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			<i>\$500.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$1,745.00

CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	City Employee CRC Use - April, May & June 2	\$225.00
<i>CITY OF CASPER - Total For Balefill - Disposal & Landfill</i>			<i>\$225.00</i>
CITY OF CASPER	Fleet Maintenance Fund	Public Garbage	\$54.32
<i>CITY OF CASPER - Total For Fleet Maintenance Fund</i>			<i>\$54.32</i>
CITY OF CASPER	Hogadon - Operations	Public Garbage	\$198.18
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$198.18</i>
CITY OF CASPER	Metro Animal Control	Ann. billing for unlimited use of the Animal C	\$600.00
<i>CITY OF CASPER - Total For Metro Animal Control</i>			<i>\$600.00</i>
CITY OF CASPER	Public Transit - CARES Act	Fuel & Workorder Charge - October 2022	\$20,409.36
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$20,409.36</i>
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charge - October 2022	\$25,274.27
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$25,274.27</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, recycled newspaper & cardbo	\$6,006.98
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$6,481.10
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$6,032.34
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$537.30
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$489.24
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,185.99
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,005.36
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,826.14
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,504.34
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,387.14
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,657.66
CITY OF CASPER	Refuse - Residential	Garbage baler/street sweeping/park trash/c	\$6,583.61
CITY OF CASPER	Refuse - Residential	Garbage baler commercial & residential	\$6,581.25
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,314.51
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,014.62
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$5,865.48

CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,078.32
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$97,551.38</i>
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges	\$28.63
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges	\$84.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$112.63</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$402,499.05
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$402,499.05</i>
CITY OF CASPER	Social Community Services	Ballfield user fee	\$69.00
CITY OF CASPER	Social Community Services	Ballfield user fee	\$69.00
<i>CITY OF CASPER - Total For Social Community Services</i>			<i>\$138.00</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$153.90
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$84.24
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$77.22
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$212.76
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$137.70
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$665.82</i>
CITY OF CASPER - ALL DEPARTMENTS			\$547,728.01

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Balefill - Disposal & Landfill	Surveying services - Knife River Property	\$2,266.60
<i>CIVIL ENGINEERING PR - Total For Balefill - Disposal & Landfill</i>			<i>\$2,266.60</i>
CIVIL ENGINEERING PR	Metropolitan Planning Org	Contract Withholding: 22300193	\$1,522.82
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$1,522.82</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$3,789.42

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	haul/transport truck	\$115,597.00
<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$115,597.00</i>
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,224.31
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,308.16
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,061.04
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,931.91
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$10,525.42</i>
CMI TECO, INC.	Refuse - Recycling	Wheel well brushes	\$607.76

CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,456.01
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,763.14
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,191.48
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$5,018.39</i>
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$931.10
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$323.03
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,587.03
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$457.96
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,349.61
CMI TECO, INC.	Refuse - Residential	Hopper cover flap	\$726.74
CMI TECO, INC.	Refuse - Residential	Hydraulic pump & diffuser	\$1,204.01
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,859.43
CMI TECO, INC.	Refuse - Residential	Grease line assembly	\$285.34
CMI TECO, INC.	Refuse - Residential	Grease lines	\$1,082.49
CMI TECO, INC.	Refuse - Residential	Heater motor	\$101.88
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$12,908.62</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$144,049.43

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$148.85
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$148.85</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$148.85

CODALE ELECTRIC-CASP

CODALE ELECTRIC-CASP	Regional Water Operations	Cable Fittings for Actiflo Sump - Machinery S	\$70.58
<i>CODALE ELECTRIC-CASP - Total For Regional Water Operations</i>			<i>\$70.58</i>
CODALE ELECTRIC-CASP - ALL DEPARTMENTS			\$70.58

COLLECTION CENTER IN

COLLECTION CENTER IN	Refuse - Residential	Collection service	\$21.63
<i>COLLECTION CENTER IN - Total For Refuse - Residential</i>			<i>\$21.63</i>
COLLECTION CENTER IN	Sewer Administration	Collection service	\$17.31
<i>COLLECTION CENTER IN - Total For Sewer Administration</i>			<i>\$17.31</i>

COLLECTION CENTER IN	Water Administration	Collection service	\$47.59
<i>COLLECTION CENTER IN - Total For Water Administration</i>			<i>\$47.59</i>
COLLECTION CENTER IN - ALL DEPARTMENTS			\$86.53

COLLING BROTHERS ROO

COLLING BROTHERS ROO	Balefill		\$777.60
<i>COLLING BROTHERS ROO - Total For Balefill</i>			<i>\$777.60</i>
COLLING BROTHERS ROO - ALL DEPARTMENTS			\$777.60

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Equipment for 6 marked SUVs	\$4,746.00
COMMUNICATION TECHNO	Capital Projects Fund	Equipment for 6 marked SUVs	\$4,746.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$9,492.00</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Removal of radio equipment	\$275.00
COMMUNICATION TECHNO	Fire-EMS Operations	Repair radio for unit 111182	\$206.00
COMMUNICATION TECHNO	Fire-EMS Operations	New E6 Docking Station and Power Supply	\$1,446.23
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$1,927.23</i>
COMMUNICATION TECHNO	Police Administration	Rewired separator/back breaker, disconnect	\$110.00
COMMUNICATION TECHNO	Police Administration	Replaced computer dock	\$110.00
COMMUNICATION TECHNO	Police Administration	Battery separator replacement	\$215.00
COMMUNICATION TECHNO	Police Administration	VHF chrome coil antenna	\$60.00
COMMUNICATION TECHNO	Police Administration	Pursuit knob	\$136.95
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$631.95</i>
COMMUNICATION TECHNO	Public Transit - CARES Act	Safety vision camera & radio installation	\$3,250.80
<i>COMMUNICATION TECHNO - Total For Public Transit - CARES Act</i>			<i>\$3,250.80</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$15,301.98

CONOCO - BUCKS TRAVE

CONOCO - BUCKS TRAVE	Police Career Services	AUTOMATED FUEL DISPENSERS	\$50.45
<i>CONOCO - BUCKS TRAVE - Total For Police Career Services</i>			<i>\$50.45</i>
CONOCO - BUCKS TRAVE - ALL DEPARTMENTS			\$50.45

CONVERGEONE

CONVERGEONE	Information Services	Crowdstrike renewal	\$33,747.00
CONVERGEONE	Information Services	Maintenance/Managed Services	\$14,214.24
<i>CONVERGEONE - Total For Information Services</i>			<i>\$47,961.24</i>
CONVERGEONE	Metropolitan Planning Org	MDM license for iPad	\$77.07
<i>CONVERGEONE - Total For Metropolitan Planning Org</i>			<i>\$77.07</i>
CONVERGEONE - ALL DEPARTMENTS			\$48,038.31

Core & Main

Core & Main	Water Meters	5/8x3/4 T10 E Coder Pit & T10 Water meter	\$9,940.00
Core & Main	Water Meters	5/8x3/4 T10 E Coder Pit & T10 Water meter	\$11,360.00
Core & Main	Water Meters	Miscellaneous Item	\$12,725.00
Core & Main	Water Meters	6" TRU/FLO Compound Meter w/Strainer	\$8,734.00
Core & Main	Water Meters	Miscellaneous Item	\$22,551.50
<i>Core & Main - Total For Water Meters</i>			<i>\$65,310.50</i>
Core & Main - ALL DEPARTMENTS			\$65,310.50

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Large trash liners, laundry soap	\$52.99
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Cleaning supplies	\$64.92
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	hand soap, liners, rejuvenal disinfectant, lau	\$555.66
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	cleaning supplies	\$336.60
<i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i>			<i>\$1,010.17</i>
COWBOY SUPPLY HOUSE	Rec Center - Operations	Kleenex tissues CRC	\$50.88
COWBOY SUPPLY HOUSE	Rec Center - Operations	Laundry detergent	\$134.36
<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Operations</i>			<i>\$185.24</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$1,195.41

CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Golf - Operations	Pink Pegs	\$1,147.40
<i>CPS DISTRIBUTORS, IN - Total For Golf - Operations</i>			<i>\$1,147.40</i>
CPS DISTRIBUTORS, IN - ALL DEPARTMENTS			\$1,147.40

CPU IIT

CPU IIT	Aquatics - Operations	Computer Replacements	\$2,045.00
<i>CPU IIT - Total For Aquatics - Operations</i>			<i>\$2,045.00</i>
CPU IIT	Balefill - Baler Processing	Computer Replacements	\$2,045.00
<i>CPU IIT - Total For Balefill - Baler Processing</i>			<i>\$2,045.00</i>
CPU IIT	Balefill - Diversion & Special	Computer Replacements	\$3,210.00
<i>CPU IIT - Total For Balefill - Diversion & Special</i>			<i>\$3,210.00</i>
CPU IIT	Cemetery	Computer Replacements	\$1,160.00
<i>CPU IIT - Total For Cemetery</i>			<i>\$1,160.00</i>
CPU IIT	Fire-EMS Administration	Station 6 Captain's Room Printer	\$300.00
<i>CPU IIT - Total For Fire-EMS Administration</i>			<i>\$300.00</i>
CPU IIT	Fleet Maintenance Fund	Computer Replacements	\$1,547.00
<i>CPU IIT - Total For Fleet Maintenance Fund</i>			<i>\$1,547.00</i>
CPU IIT	Ft. Caspar Museum	Computer Replacements	\$3,499.00
<i>CPU IIT - Total For Ft. Caspar Museum</i>			<i>\$3,499.00</i>
CPU IIT	Golf - Operations	Computer Replacements	\$4,486.00
<i>CPU IIT - Total For Golf - Operations</i>			<i>\$4,486.00</i>
CPU IIT	Parks - Parks Maint.	Replacement computers	\$2,628.00
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$2,628.00</i>
CPU IIT	Public Transit - CARES Act	Computer Replacements	\$2,917.00
<i>CPU IIT - Total For Public Transit - CARES Act</i>			<i>\$2,917.00</i>
CPU IIT	Refuse - Commercial	Computer Replacements	\$883.00
<i>CPU IIT - Total For Refuse - Commercial</i>			<i>\$883.00</i>
CPU IIT	Refuse - Recycling	Computer Replacements	\$883.00
<i>CPU IIT - Total For Refuse - Recycling</i>			<i>\$883.00</i>
CPU IIT - ALL DEPARTMENTS			\$25,603.00

CREATOPY

CREATOPY	City Manager	Editor software subscription	\$32.00
<i>CREATOPY - Total For City Manager</i>			<i>\$32.00</i>
CREATOPY - ALL DEPARTMENTS			\$32.00

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	Basic program / Web tips - December 2022	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$122.00</i>

CRIME SCENE INFORMAT - ALL DEPARTMENTS \$122.00

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Parking Garage -	\$49.67
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Parking Garage -	\$49.34
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for City Hall - Crum	\$211.25
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Replacement battery supplies for Aquatics C	\$36.38
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Fleet Garage - Cru	\$151.60
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Metro Animal She	\$83.11
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			\$581.35
CRUM ELECTRIC SUPPLY	WWTP Operations	Electrical parts	\$56.45
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			\$56.45

CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS \$637.80

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	8" CAST COUPLING & 8X6" REDUCER - WATE	\$1,542.78
DANA KEPNER COMPANY	Water Distribution	8" FORD CAST COUPLING - WATER & SEWER	\$948.45
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			\$2,491.23

DANA KEPNER COMPANY - ALL DEPARTMENTS \$2,491.23

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Fire-EMS Operations	Station 3 Ice Machine Install	\$435.00
<i>DAVIDSON MECHANICAL, - Total For Fire-EMS Operations</i>			\$435.00

DAVIDSON MECHANICAL, - ALL DEPARTMENTS \$435.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Snow Shovels for service center	\$56.69
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			\$56.69

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$56.69

DELL MARKETING LP

DELL MARKETING LP	Information Services	Office F3 Licenses	\$75.50
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<i>DELL MARKETING LP - Total For Information Services</i>			\$75.50
DELL MARKETING LP - ALL DEPARTMENTS			\$75.50

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC repair supplies for City Hall - Dennis Su	\$141.02
DENNIS SUPPLY CO.	Buildings & Structures Fund	Repair supplies for Rec Center - Dennis Suppl	\$8.89
DENNIS SUPPLY CO.	Buildings & Structures Fund	BAS Shop Supplies - Dennis Supply	\$153.65
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair Supplies for Senior Center - Den	\$162.27
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$465.83</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$465.83

DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,535.30
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,485.85
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,470.48
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,480.36
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,525.41
<i>DESERT MTN. CORP. - Total For Streets</i>			<i>\$17,497.40</i>
DESERT MTN. CORP. - ALL DEPARTMENTS			\$17,497.40

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Water Tanks	Touch up paint for Pratt Tank South - Other	\$11.76
<i>DIAMOND VOGEL PAINTS - Total For Water Tanks</i>			<i>\$11.76</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$11.76

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD	Fire-EMS Training	Stopwatches for testing	\$94.94
<i>DICK'S SPORTING GOOD - Total For Fire-EMS Training</i>			<i>\$94.94</i>
DICK'S SPORTING GOOD - ALL DEPARTMENTS			\$94.94

DOMINO'S 6042

DOMINO'S 6042	Police Investigations	FAST FOOD RESTAURANTS	\$73.43
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<i>DOMINO'S 6042 - Total For Police Investigations</i>			\$73.43
DOMINO'S 6042	Rec Center - Classes	CRC Program Kids Night Out	\$29.38
<i>DOMINO'S 6042 - Total For Rec Center - Classes</i>			\$29.38
DOMINO'S 6042 - ALL DEPARTMENTS			\$102.81

DREAM UPON A PRINCES

DREAM UPON A PRINCES	Parks - Parks Maint.		\$165.00
<i>DREAM UPON A PRINCES - Total For Parks - Parks Maint.</i>			\$165.00
DREAM UPON A PRINCES - ALL DEPARTMENTS			\$165.00

EAGLEMATFLO

EAGLEMATFLO	Fire-EMS Operations	Floor Mats for Station 3	\$2,919.02
<i>EAGLEMATFLO - Total For Fire-EMS Operations</i>			\$2,919.02
EAGLEMATFLO - ALL DEPARTMENTS			\$2,919.02

eBay O 07-09325-8016

eBay O 07-09325-8016	Fleet Maintenance Fund	DIPSTICK 111102	\$68.25
<i>eBay O 07-09325-8016 - Total For Fleet Maintenance Fund</i>			\$68.25
eBay O 07-09325-8016 - ALL DEPARTMENTS			\$68.25

EDGE ENGINEERING GRO

EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Methane Detector Calibration & Maintenanc	\$852.00
EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Russian Olive Tree Removal	\$1,455.00
EDGE ENGINEERING GRO	Balefill - Disposal & Landfill	Russian Olive Tree Removal	\$1,600.00
<i>EDGE ENGINEERING GRO - Total For Balefill - Disposal & Landfill</i>			\$3,907.00
EDGE ENGINEERING GRO	River Restoration	1st St. Environmental Inspecti	\$405.60
<i>EDGE ENGINEERING GRO - Total For River Restoration</i>			\$405.60
EDGE ENGINEERING GRO - ALL DEPARTMENTS			\$4,312.60

ELDEAN INC

ELDEAN INC	Balefill - Diversion & Special	Moving of gas line	\$495.00
<i>ELDEAN INC - Total For Balefill - Diversion & Special</i>			\$495.00

ELDEAN INC - ALL DEPARTMENTS \$495.00

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH Fire-EMS Administration Dr. Colgan (Emergency Medical) \$500.00

EMERGENCY MEDICAL PH - Total For Fire-EMS Administration \$500.00

EMERGENCY MEDICAL PH - ALL DEPARTMENTS \$500.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Balefill - Disposal & Landfill Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill \$150.00

EMPLOYEE REIMBURSEME Balefill - Diversion & Special Work clothing reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Balefill - Diversion & Special \$150.00

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Tool Allotment Reimbursement \$800.00

EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund \$800.00

EMPLOYEE REIMBURSEME Regional Water Operations Work clothing reimbursement \$107.05

EMPLOYEE REIMBURSEME - Total For Regional Water Operations \$107.05

EMPLOYEE REIMBURSEME Sewer Wastewater Collection Work clothing reimbursement \$42.59

EMPLOYEE REIMBURSEME Sewer Wastewater Collection Work clothing reimbursement \$126.00

EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection \$168.59

EMPLOYEE REIMBURSEME Water Distribution Work clothing reimbursement \$146.99

EMPLOYEE REIMBURSEME Water Distribution Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME Water Distribution Work boot reimbursement \$134.99

EMPLOYEE REIMBURSEME - Total For Water Distribution \$431.98

EMPLOYEE REIMBURSEME WWTP Operations Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For WWTP Operations \$150.00

EMPLOYEE REIMBURSEME - ALL DEPARTMENTS \$1,957.62

ENERGY LABRATORIES I

ENERGY LABRATORIES I Regional Water Operations UV Absorbance, Carbon, Total Organic testin \$67.00

ENERGY LABRATORIES I Regional Water Operations Bacteria, Public Water testing \$52.00

ENERGY LABRATORIES I Regional Water Operations Aerobic Endospores testing \$306.00

ENERGY LABRATORIES I - Total For Regional Water Operations \$425.00

ENERGY LABRATORIES I Water Tanks Bacteria, Public Water testing \$512.00

ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$128.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$386.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$128.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water testing	\$480.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$544.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$2,230.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$2,655.00

ENVATO

ENVATO	City Manager	stock imagery subscription	\$58.00
<i>ENVATO - Total For City Manager</i>			<i>\$58.00</i>
ENVATO - ALL DEPARTMENTS			\$58.00

EXPEDIA 724150161556

EXPEDIA 724150161556	Fire-EMS Training	Super 8 Inn Powell for Mark Graff to attend a	\$199.80
<i>EXPEDIA 724150161556 - Total For Fire-EMS Training</i>			<i>\$199.80</i>
EXPEDIA 724150161556 - ALL DEPARTMENTS			\$199.80

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Customer Service	Temp service	\$344.25
EXPRESS SERVICES INC	Customer Service	Temp service	\$275.40
EXPRESS SERVICES INC	Customer Service	Temp service	\$275.40
<i>EXPRESS SERVICES INC - Total For Customer Service</i>			<i>\$895.05</i>
EXPRESS SERVICES INC	Municipal Court	Temp service	\$456.19
<i>EXPRESS SERVICES INC - Total For Municipal Court</i>			<i>\$456.19</i>
EXPRESS SERVICES INC	Public Transit - CARES Act	Temp service	\$506.40
<i>EXPRESS SERVICES INC - Total For Public Transit - CARES Act</i>			<i>\$506.40</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$1,857.64

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$68.27
EXXONMOBIL	Fire-EMS Operations	Fuel	\$94.64

EXXONMOBIL	Fire-EMS Operations	Fuel	\$53.15
EXXONMOBIL	Fire-EMS Operations	Fuel	\$122.94
EXXONMOBIL	Fire-EMS Operations	Fuel	\$123.37
EXXONMOBIL	Fire-EMS Operations	Fuel	\$88.16
EXXONMOBIL	Fire-EMS Operations	Fuel	\$69.32
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			\$619.85
EXXONMOBIL	Police Career Services	AUTOMATED FUEL DISPENSERS	\$41.40
<i>EXXONMOBIL - Total For Police Career Services</i>			\$41.40
EXXONMOBIL	Police Investigations	AUTOMATED FUEL DISPENSERS	\$24.23
<i>EXXONMOBIL - Total For Police Investigations</i>			\$24.23
EXXONMOBIL - ALL DEPARTMENTS			\$685.48

FACEBK FPRFRFXZA2

FACEBK FPRFRFXZA2	General Fund Govt Wide	Washington Park Revival Meeting at Rec Cen	\$82.33
<i>FACEBK FPRFRFXZA2 - Total For General Fund Govt Wide</i>			\$82.33
FACEBK FPRFRFXZA2 - ALL DEPARTMENTS			\$82.33

FAIRFIELD INN

FAIRFIELD INN	Fire-EMS Training	Hotel stay while attending the ICS300 class	\$249.00
<i>FAIRFIELD INN - Total For Fire-EMS Training</i>			\$249.00
FAIRFIELD INN - ALL DEPARTMENTS			\$249.00

FAST STOP 1131

FAST STOP 1131	Fire-EMS Training	Fuel to travel to Cheyenne for Fire Academy	\$100.57
<i>FAST STOP 1131 - Total For Fire-EMS Training</i>			\$100.57
FAST STOP 1131 - ALL DEPARTMENTS			\$100.57

FDSOA

FDSOA	Fire-EMS Administration	Annual FD Safety Officers Association Membe	\$99.00
<i>FDSOA - Total For Fire-EMS Administration</i>			\$99.00
FDSOA - ALL DEPARTMENTS			\$99.00

FEDEX 279118474224

FEDEX 279118474224	Fire-EMS Training	Shipping for headsets that needed returned f	\$26.30
<i>FEDEX 279118474224 - Total For Fire-EMS Training</i>			<i>\$26.30</i>

FEDEX 279118474224 - ALL DEPARTMENTS \$26.30

FEDEX 279605906938

FEDEX 279605906938	Fire-EMS Administration	Shipping for return of engineer's tests	\$89.48
<i>FEDEX 279605906938 - Total For Fire-EMS Administration</i>			<i>\$89.48</i>

FEDEX 279605906938 - ALL DEPARTMENTS \$89.48

FEDEX 279702479911

FEDEX 279702479911	Fire-EMS Administration	Shipping of Engineers tests for grading	\$66.26
<i>FEDEX 279702479911 - Total For Fire-EMS Administration</i>			<i>\$66.26</i>

FEDEX 279702479911 - ALL DEPARTMENTS \$66.26

FEDEX 279721831843

FEDEX 279721831843	Fire-EMS Administration	Shipping fit tester to OHD for calibration	\$84.54
<i>FEDEX 279721831843 - Total For Fire-EMS Administration</i>			<i>\$84.54</i>

FEDEX 279721831843 - ALL DEPARTMENTS \$84.54

FEDEX 85894161

FEDEX 85894161	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$85.27
<i>FEDEX 85894161 - Total For Police Administration</i>			<i>\$85.27</i>

FEDEX 85894161 - ALL DEPARTMENTS \$85.27

FEDEX 85972935

FEDEX 85972935	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$28.52
<i>FEDEX 85972935 - Total For Police Administration</i>			<i>\$28.52</i>

FEDEX 85972935 - ALL DEPARTMENTS \$28.52

FEDEX 86017510

FEDEX 86017510	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$28.58
<i>FEDEX 86017510 - Total For Police Administration</i>			\$28.58
FEDEX 86017510 - ALL DEPARTMENTS			\$28.58

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Sewer Wastewater Collection check valve--Indian Paintbrush lift station		\$892.00
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			\$892.00
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$892.00

FIREHOUSE SUBS

FIREHOUSE SUBS	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$10.14
<i>FIREHOUSE SUBS - Total For Fire-EMS Training</i>			\$10.14
FIREHOUSE SUBS - ALL DEPARTMENTS			\$10.14

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Community Development	Duplicate Deposit Tickets	\$10.21
<i>FIRST INTERSTATE BAN - Total For Community Development</i>			\$10.21
FIRST INTERSTATE BAN	Customer Service	Duplicate Deposit Tickets	\$71.48
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			\$71.48
FIRST INTERSTATE BAN	Engineering	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Engineering</i>			\$20.42
FIRST INTERSTATE BAN	Ft. Caspar Museum	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Ft. Caspar Museum</i>			\$20.42
FIRST INTERSTATE BAN	Golf - Operations	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Golf - Operations</i>			\$20.42
FIRST INTERSTATE BAN	Hogadon - Operations	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Hogadon - Operations</i>			\$20.42
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$150.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			\$150.00
FIRST INTERSTATE BAN	Ice Arena - Operations	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Ice Arena - Operations</i>			\$20.42
FIRST INTERSTATE BAN	Metro Animal Shelter	Duplicate Deposit Tickets	\$20.42

<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$20.42
FIRST INTERSTATE BAN	Municipal Court	Duplicate Deposit Tickets	\$20.42
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			\$20.42
FIRST INTERSTATE BAN	Police Administration	Tamper resistant bags	\$40.50
FIRST INTERSTATE BAN	Police Administration	Duplicate Deposit Tickets	\$30.63
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			\$71.13
FIRST INTERSTATE BAN	Public Transit - Operations	Duplicate Deposit Tickets	\$51.05
<i>FIRST INTERSTATE BAN - Total For Public Transit - Operations</i>			\$51.05
FIRST INTERSTATE BAN	Refuse - Residential	Duplicate Deposit Tickets	\$40.84
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			\$40.84
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$537.65

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$545.37
FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies & disinfectant	\$250.68
FIRST VETERINARY SUP	Metro Animal Shelter	Disinfectant & spray bottles	\$96.10
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$892.15
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$892.15

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP Operations	Pins	\$162.23
<i>FOREMANS QUALITY MAC - Total For WWTP Operations</i>			\$162.23
FOREMANS QUALITY MAC - ALL DEPARTMENTS			\$162.23

FRAME USA (E-COM)

FRAME USA (E-COM)	Ft. Caspar Museum	Supplies for artifact storage	\$228.44
<i>FRAME USA (E-COM) - Total For Ft. Caspar Museum</i>			\$228.44
FRAME USA (E-COM) - ALL DEPARTMENTS			\$228.44

FRANKLIN PLANNER

FRANKLIN PLANNER	Sewer Wastewater Collection 2023 planner refill		\$60.71
<i>FRANKLIN PLANNER - Total For Sewer Wastewater Collection</i>			\$60.71

FRANKLIN PLANNER - ALL DEPARTMENTS \$60.71

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Regional Water Operations	Service & Work On Seth's Dodge Pick Up - Ve	\$810.13
FREMONT MOTOR CASPER	Regional Water Operations	Credit for Tax Charged on Service - Vehicle S	(\$38.08)
FREMONT MOTOR CASPER	Regional Water Operations	Overcharged on Original Purchase - Vehicle S	(\$10.50)

FREMONT MOTOR CASPER - Total For Regional Water Operations \$761.55

FREMONT MOTOR CASPER - ALL DEPARTMENTS \$761.55

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$27.00
GALLS, INC.	Police Career Services	Uniform supplies	\$27.33
GALLS, INC.	Police Career Services	Uniform supplies	\$233.96
GALLS, INC.	Police Career Services	Uniform supplies	\$179.96
GALLS, INC.	Police Career Services	Uniform supplies	\$31.50
GALLS, INC.	Police Career Services	Uniform supplies	\$54.00

GALLS, INC. - Total For Police Career Services \$553.75

GALLS, INC. - ALL DEPARTMENTS \$553.75

GARY M EVANS

GARY M EVANS	Balefill - Diversion & Special	Gate lock repair	\$75.00
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GARY M EVANS - Total For Balefill - Diversion & Special \$75.00

GARY M EVANS - ALL DEPARTMENTS \$75.00

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 1 -	\$357.40
GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair supplies for Rec and Senior	\$4,573.20

GEORGE T SANDERS - Total For Buildings & Structures Fund \$4,930.60

GEORGE T SANDERS - ALL DEPARTMENTS \$4,930.60

GEOSYNTEC CONSULTANT

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$4,026.32
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<i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i>			\$4,026.32
GEOSYNTEC CONSULTANT - ALL DEPARTMENTS			\$4,026.32

GEOTECH ENVIRONMENTA

GEOTECH ENVIRONMENTA	Balefill - Disposal & Landfill	End Service Pump Kit, Motor Lead Kit & Labo	\$681.96
GEOTECH ENVIRONMENTA	Balefill - Disposal & Landfill	Labor, Repair, Electric services	\$85.00
<i>GEOTECH ENVIRONMENTA - Total For Balefill - Disposal & Landfill</i>			<i>\$766.96</i>
GEOTECH ENVIRONMENTA - ALL DEPARTMENTS			\$766.96

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Customer Service	Catering Fees - Oct 20, 2022 meeting	\$64.80
<i>GLOBAL SPECTRUM L.P. - Total For Customer Service</i>			<i>\$64.80</i>
GLOBAL SPECTRUM L.P.	Finance	Catering Fees - Oct 20, 2022 meeting	\$64.80
<i>GLOBAL SPECTRUM L.P. - Total For Finance</i>			<i>\$64.80</i>
GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Loss Funds - December 2022	\$75,000.00
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$75,000.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$75,129.60

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-019 SW Planning and airspac	\$845.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$346.00
GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-019 SW Planning and airspac	\$165.00
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$1,356.00</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$1,356.00

GOLF COURSE SUPERINT

GOLF COURSE SUPERINT	General Fund Govt Wide	GCSAA membership dues	\$220.00
<i>GOLF COURSE SUPERINT - Total For General Fund Govt Wide</i>			<i>\$220.00</i>
GOLF COURSE SUPERINT - ALL DEPARTMENTS			\$220.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Lighting repair supplies for Metro Animal She	\$17.39
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GRAINGER, INC.	Buildings & Structures Fund	Return of repair supplies for Rec Center - Gra	(\$121.08)
GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Rec Center - Grainger	\$121.08
GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Rec Center - Grainger	\$154.80
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$172.19</i>
GRAINGER, INC.	Hogadon - Operations	Relay for snowgun	\$24.60
<i>GRAINGER, INC. - Total For Hogadon - Operations</i>			<i>\$24.60</i>
GRAINGER, INC.	Regional Water Operations	Expansion Joint	\$1,328.90
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$1,328.90</i>
GRAINGER, INC.	WWTP Regional Interceptors	Hour meter	\$40.86
<i>GRAINGER, INC. - Total For WWTP Regional Interceptors</i>			<i>\$40.86</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$1,566.55

GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	6 doughnuts for Celebration with Carter	\$8.06
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$8.06</i>
GREAT HARVEST BREAD - ALL DEPARTMENTS			\$8.06

GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	1% #16 Funding Greater WY Big	\$18,235.35
<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			<i>\$18,235.35</i>
GREATER WYOMING BIG - ALL DEPARTMENTS			\$18,235.35

GREEN VALLEY VILLAGE

GREEN VALLEY VILLAGE	Water Revenue and Transfers		\$9,094.06
<i>GREEN VALLEY VILLAGE - Total For Water Revenue and Transfers</i>			<i>\$9,094.06</i>
GREEN VALLEY VILLAGE - ALL DEPARTMENTS			\$9,094.06

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair / maintenance	\$1,884.67
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair / maintenance	\$1,078.61
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle service / maintenance	\$64.54
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle service / maintenance	\$64.54
GREINER MOTOR CO - C	Fleet Maintenance Fund	Training	(\$550.00)

GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair / maintenance	\$372.36
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$2,914.72</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$2,914.72

HACH CO., CORP.

HACH CO., CORP.	Water Distribution	Sampling Chemicals/Supplies - Other Materia	\$1,315.38
<i>HACH CO., CORP. - Total For Water Distribution</i>			<i>\$1,315.38</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$1,315.38

HARBOR FREIGHT

HARBOR FREIGHT	WWTP Operations	Casters	\$39.93
<i>HARBOR FREIGHT - Total For WWTP Operations</i>			<i>\$39.93</i>
HARBOR FREIGHT - ALL DEPARTMENTS			\$39.93

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Hogadon - Operations	tool replacement	\$384.96
<i>HARBOR FREIGHT TOOLS - Total For Hogadon - Operations</i>			<i>\$384.96</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$384.96

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Spare keys for CBC - CY Ace	\$5.38
<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			<i>\$5.38</i>
HARDWARE PARTNERS LL	Community Development	HARDWARE STORES	\$11.58
<i>HARDWARE PARTNERS LL - Total For Community Development</i>			<i>\$11.58</i>
HARDWARE PARTNERS LL	Fire-EMS Operations	Tie Downs	\$19.99
HARDWARE PARTNERS LL	Fire-EMS Operations	Small Bolt Cutters for new Engines	\$57.98
HARDWARE PARTNERS LL	Fire-EMS Operations	Saw Fuel	\$83.92
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			<i>\$161.89</i>
HARDWARE PARTNERS LL	Regional Water Operations	Pump for Actiflo, & Parts for Injector Pump -	\$147.96
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$147.96</i>
HARDWARE PARTNERS LL	Water Tanks	Paint for valve handle @ Oakcrest Booster -	\$5.99
<i>HARDWARE PARTNERS LL - Total For Water Tanks</i>			<i>\$5.99</i>

HARDWARE PARTNERS LL - ALL DEPARTMENTS \$332.80

HDR ENGINEERING, INC

HDR ENGINEERING, INC Metropolitan Planning Org Western Gateway Corridor Study \$4,877.50

HDR ENGINEERING, INC - Total For Metropolitan Planning Org \$4,877.50

HDR ENGINEERING, INC Water Administration Water Rights Analysis & Studie \$6,180.00

HDR ENGINEERING, INC - Total For Water Administration \$6,180.00

HDR ENGINEERING, INC - ALL DEPARTMENTS \$11,057.50

HENSLEY BATTERY CASP

HENSLEY BATTERY CASP Buildings & Structures Fund Repair supplies for Rec Center - Hensley Batt \$259.78

HENSLEY BATTERY CASP Buildings & Structures Fund Replacement emergency batteries for Aquati \$2,951.70

HENSLEY BATTERY CASP - Total For Buildings & Structures Fund \$3,211.48

HENSLEY BATTERY CASP WWTP Regional Interceptors Battery \$221.91

HENSLEY BATTERY CASP - Total For WWTP Regional Interceptors \$221.91

HENSLEY BATTERY CASP - ALL DEPARTMENTS \$3,433.39

HERCULES INDUSTRIES

HERCULES INDUSTRIES Buildings & Structures Fund HVAC Repair supplies for Meter Services - He \$251.52

HERCULES INDUSTRIES - Total For Buildings & Structures Fund \$251.52

HERCULES INDUSTRIES - ALL DEPARTMENTS \$251.52

HESS, ELIZABETH

HESS, ELIZABETH Refuse Revenue and Transfer \$80.39

HESS, ELIZABETH - Total For Refuse Revenue and Transfers \$80.39

HESS, ELIZABETH - ALL DEPARTMENTS \$80.39

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Ft. Caspar Museum Supplies for Candlelight Christmas \$30.96

HOBBY-LOBBY #0233 Ft. Caspar Museum Supplies for Candlelight Christmas \$46.20

HOBBY-LOBBY #0233 - Total For Ft. Caspar Museum \$77.16

HOBBY-LOBBY #0233 - ALL DEPARTMENTS

\$77.16

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	TEN (10) DIESEL FUEL SHIPMENTS	\$38,399.69
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<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			\$38,399.69
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel Fuel/Winter Diesel Fuel/EcoClean Pow	\$26,726.11
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded fuel	\$27,462.87
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Blue DEF	\$1,697.25
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Unleaded fuel	\$16,292.08
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HOMAX OIL SALES, INC	Fleet Maintenance Fund	Diesel Fuel/Winter Diesel Fuel/Ecoclean Pow	\$39,961.72
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<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			\$112,140.03
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HOMAX OIL SALES, INC	Hogadon - Operations	Diesel Fuel	\$8,226.47
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<i>HOMAX OIL SALES, INC - Total For Hogadon - Operations</i>			\$8,226.47
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HOMAX OIL SALES, INC - ALL DEPARTMENTS

\$158,766.19

HOMEDEPOT.COM

HOMEDEPOT.COM	Hogadon - Operations	Snow blower Trailer	\$752.40
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<i>HOMEDEPOT.COM - Total For Hogadon - Operations</i>			\$752.40
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HOMEDEPOT.COM - ALL DEPARTMENTS

\$752.40

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Annual inspection	\$371.00
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<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			\$371.00
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HONNEN EQUIPMENT CO. - ALL DEPARTMENTS

\$371.00

HOOD'S EQUIPMENT & S

HOOD'S EQUIPMENT & S	WWTP Operations	Blade rotor	\$82.89
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<i>HOOD'S EQUIPMENT & S - Total For WWTP Operations</i>			\$82.89
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HOOD'S EQUIPMENT & S - ALL DEPARTMENTS

\$82.89

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Balefill - Disposal & Landfill	HOSE CONNECTIONS FOR PUMP HOSE LAND	\$1,058.34
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<i>HOSE AND RUBBER SUPP - Total For Balefill - Disposal & Landfill</i>			\$1,058.34
HOSE AND RUBBER SUPP	Hogadon - Operations	Snowmaking System	\$8.18
<i>HOSE AND RUBBER SUPP - Total For Hogadon - Operations</i>			<i>\$8.18</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$1,066.52

HOTELBOOKINGSERVFEE

HOTELBOOKINGSERVFEE	Fire-EMS Training	Booking fee for a room in Denver for Chief M	\$15.99
<i>HOTELBOOKINGSERVFEE - Total For Fire-EMS Training</i>			<i>\$15.99</i>
HOTELBOOKINGSERVFEE - ALL DEPARTMENTS			\$15.99

HYDRAFLO INC

HYDRAFLO INC	Water Distribution	Hydrant Parts - Water & Sewer Line Material	\$323.64
<i>HYDRAFLO INC - Total For Water Distribution</i>			<i>\$323.64</i>
HYDRAFLO INC - ALL DEPARTMENTS			\$323.64

IACA

IACA	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$25.00
<i>IACA - Total For Police Administration</i>			<i>\$25.00</i>
IACA - ALL DEPARTMENTS			\$25.00

ICMA ONLINE

ICMA ONLINE	City Clerk	Professional Association Dues	\$616.00
<i>ICMA ONLINE - Total For City Clerk</i>			<i>\$616.00</i>
ICMA ONLINE - ALL DEPARTMENTS			\$616.00

IFIT.COM 877-803-533

IFIT.COM 877-803-533	Balefill - Baler Processing	CREDIT FOR MEMBERSHIP CANCELATION	(\$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)

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Street construction & compaction testing	\$397.00
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$397.00</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$397.00

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$267.57
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$267.57</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$267.57

INSITUFORM TECHNOLOG

INSITUFORM TECHNOLOG	Water Revenue and Transfers Retainage - Contract #22300208		\$86,808.98
<i>INSITUFORM TECHNOLOG - Total For Water Revenue and Transfers</i>			<i>\$86,808.98</i>
INSITUFORM TECHNOLOG	WWTP Operations	N Platte Sanitary Sewer Rehab	\$1,649,370.64
<i>INSITUFORM TECHNOLOG - Total For WWTP Operations</i>			<i>\$1,649,370.64</i>
INSITUFORM TECHNOLOG - ALL DEPARTMENTS			\$1,736,179.62

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	Buildings & Structures Fund	HVAC Repair supplies for City Hall - Intermou	\$383.00
<i>INTERMOUNTAIN MOTOR - Total For Buildings & Structures Fund</i>			<i>\$383.00</i>
INTERMOUNTAIN MOTOR - ALL DEPARTMENTS			\$383.00

INTERMTN ENTERPRISES

INTERMTN ENTERPRISES	Hogadon - Operations	New outside trail map	\$1,481.55
<i>INTERMTN ENTERPRISES - Total For Hogadon - Operations</i>			<i>\$1,481.55</i>
INTERMTN ENTERPRISES - ALL DEPARTMENTS			\$1,481.55

INTERNATIONAL PUBLIC

INTERNATIONAL PUBLIC	Human Resources	IPMA-HR annual membership	\$156.00
<i>INTERNATIONAL PUBLIC - Total For Human Resources</i>			<i>\$156.00</i>
INTERNATIONAL PUBLIC - ALL DEPARTMENTS			\$156.00

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fire-EMS Administration	International Fire Code Subscriptions	\$88.90
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Administration</i>			<i>\$88.90</i>
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$88.90

INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	OCTOBER 2 AND 1,8,15,22,29 JANITORIAL	\$975.00
<i>INTUIT, INC. - Total For Balefill - Baler Processing</i>			<i>\$975.00</i>
INTUIT, INC.	Balefill - Disposal & Landfill	CLEANING AND MAINTENANCE, JANITORIAL	\$975.00
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$975.00</i>
INTUIT, INC.	Fire-EMS Administration	Hood cleaning at Station 6	\$575.00
<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			<i>\$575.00</i>
INTUIT, INC.	Fire-EMS Operations	Webbing for PPE	\$141.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$141.00</i>
INTUIT, INC.	Police Career Services	MISCELLANEOUS PERSONAL SERVICES	\$1,000.00
<i>INTUIT, INC. - Total For Police Career Services</i>			<i>\$1,000.00</i>
INTUIT, INC.	Risk Management	ELECTRICAL CONTRACTORS	\$265.00
<i>INTUIT, INC. - Total For Risk Management</i>			<i>\$265.00</i>
INTUIT, INC.	Sewer Wastewater Collection cleaning nozzle		\$283.46
INTUIT, INC.	Sewer Wastewater Collection Pathogen Defense System repair		\$831.00
<i>INTUIT, INC. - Total For Sewer Wastewater Collection</i>			<i>\$1,114.46</i>
INTUIT, INC. - ALL DEPARTMENTS			\$5,045.46

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Sewer Wastewater Collection CPU Generator Replacement		\$727.00
<i>ITC ELECTRICAL TECHN - Total For Sewer Wastewater Collection</i>			<i>\$727.00</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$727.00

J.J. KELLER & ASSOCI

J.J. KELLER & ASSOCI	Risk Management	JJKeller Newsletter Subscription	\$689.00
<i>J.J. KELLER & ASSOCI - Total For Risk Management</i>			<i>\$689.00</i>
J.J. KELLER & ASSOCI - ALL DEPARTMENTS			\$689.00

JAG ENGINEERING LLC

JAG ENGINEERING LLC	Balefill - Baler Processing	Troubleshooting garage door failure	\$2,205.00
<i>JAG ENGINEERING LLC - Total For Balefill - Baler Processing</i>			<i>\$2,205.00</i>
JAG ENGINEERING LLC - ALL DEPARTMENTS			\$2,205.00

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	New hire background checks	\$1,400.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$1,400.00</i>
JDC INVESTIGATIONS L - ALL DEPARTMENTS			\$1,400.00

JFH DISTRIBUTING

JFH DISTRIBUTING	WWTP Operations	Gas compressor #2 rotor/impeller	\$4,570.85
<i>JFH DISTRIBUTING - Total For WWTP Operations</i>			<i>\$4,570.85</i>
JFH DISTRIBUTING - ALL DEPARTMENTS			\$4,570.85

JONES, BARBARA DIANE

JONES, BARBARA DIANE	Water Revenue and Transfers		\$133.63
<i>JONES, BARBARA DIANE - Total For Water Revenue and Transfers</i>			<i>\$133.63</i>
JONES, BARBARA DIANE - ALL DEPARTMENTS			\$133.63

JUDGES.ORG NAT JUD

JUDGES.ORG NAT JUD	Municipal Court	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$760.00
<i>JUDGES.ORG NAT JUD - Total For Municipal Court</i>			<i>\$760.00</i>
JUDGES.ORG NAT JUD - ALL DEPARTMENTS			\$760.00

JUNG BROS ENGINEERS

JUNG BROS ENGINEERS	Capital Projects Fund	Engineering srvcs/concrete testing/report re	\$1,050.50
<i>JUNG BROS ENGINEERS - Total For Capital Projects Fund</i>			<i>\$1,050.50</i>
JUNG BROS ENGINEERS - ALL DEPARTMENTS			\$1,050.50

KELLY'S CONVENIENCE

KELLY'S CONVENIENCE	Police Investigations	AUTOMATED FUEL DISPENSERS	\$28.05
<i>KELLY'S CONVENIENCE - Total For Police Investigations</i>			<i>\$28.05</i>
KELLY'S CONVENIENCE - ALL DEPARTMENTS			\$28.05

KETEL THORSTENSON, L

KETEL THORSTENSON, L	Finance	Audit services/accounting assistance/Addn'l	\$14,000.00
<i>KETEL THORSTENSON, L - Total For Finance</i>			<i>\$14,000.00</i>
KETEL THORSTENSON, L - ALL DEPARTMENTS			\$14,000.00

KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$84.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$10.47
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$98.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$58.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$161.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$84.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$87.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$239.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$343.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$42.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$384.00
<i>KINSCO LLC - Total For Fire-EMS Operations</i>			<i>\$2,137.72</i>
KINSCO LLC - ALL DEPARTMENTS			\$2,137.72

KIWANIS CLUB

KIWANIS CLUB	City Attorney	Active Member Quarterly Dues	\$177.33
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$177.33</i>
KIWANIS CLUB - ALL DEPARTMENTS			\$177.33

KLEEN RITE CORP

KLEEN RITE CORP	Balefill - Disposal & Landfill	COMMERCIAL GRADE VACUUM UNIT FOR LDF	\$1,476.09
<i>KLEEN RITE CORP - Total For Balefill - Disposal & Landfill</i>			<i>\$1,476.09</i>
KLEEN RITE CORP - ALL DEPARTMENTS			\$1,476.09

KNIFE RIVER 5701

KNIFE RIVER 5701	Parks - Parks Maint.	Recycled concrete with base for Stuckenhoff	\$721.28
<i>KNIFE RIVER 5701 - Total For Parks - Parks Maint.</i>			<i>\$721.28</i>
KNIFE RIVER 5701 - ALL DEPARTMENTS			\$721.28

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Parks - Parks Maint.	Recycled Concrete w/Base	\$721.28
<i>KNIFE RIVER/JTL - Total For Parks - Parks Maint.</i>			<i>\$721.28</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$721.28

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$8,300.00
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$8,300.00</i>
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$8,300.00

KUM&GO 0961 GILLETTE

KUM&GO 0961 GILLETTE	Police Career Services	AUTOMATED FUEL DISPENSERS	\$23.56
KUM&GO 0961 GILLETTE	Police Career Services	AUTOMATED FUEL DISPENSERS	\$25.18
<i>KUM&GO 0961 GILLETTE - Total For Police Career Services</i>			<i>\$48.74</i>
KUM&GO 0961 GILLETTE - ALL DEPARTMENTS			\$48.74

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Structrual Fire Fighting Boots	\$561.15
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$561.15</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$561.15

LA POLICE GEAR INC

LA POLICE GEAR INC	Police Career Services	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$94.27
<i>LA POLICE GEAR INC - Total For Police Career Services</i>			<i>\$94.27</i>
LA POLICE GEAR INC - ALL DEPARTMENTS			\$94.27

LOAF N JUG #0124

LOAF N JUG #0124	Police Investigations	AUTOMATED FUEL DISPENSERS	\$21.35
<i>LOAF N JUG #0124 - Total For Police Investigations</i>			<i>\$21.35</i>
LOAF N JUG #0124 - ALL DEPARTMENTS			\$21.35

LOAF N JUG #0192

LOAF N JUG #0192	Fire-EMS Operations	Fuel to travel to Cheyenne for the recruit aca	\$71.99
<i>LOAF N JUG #0192 - Total For Fire-EMS Operations</i>			<i>\$71.99</i>
LOAF N JUG #0192	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$20.74
LOAF N JUG #0192	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$11.29
LOAF N JUG #0192	Fire-EMS Training	Fuel for travel to Cheyenne for the recruit ac	\$66.02
LOAF N JUG #0192	Fire-EMS Training	Meal while in Cheyenne for Recruit Academy	\$8.19
LOAF N JUG #0192	Fire-EMS Training	Meal while in Cheyenne for the live burn wit	\$8.19
<i>LOAF N JUG #0192 - Total For Fire-EMS Training</i>			<i>\$114.43</i>
LOAF N JUG #0192 - ALL DEPARTMENTS			\$186.42

LONE STAR BLOWER INC

LONE STAR BLOWER INC	WWTP Operations	Blower low pressure issue	\$9,222.40
<i>LONE STAR BLOWER INC - Total For WWTP Operations</i>			<i>\$9,222.40</i>
LONE STAR BLOWER INC - ALL DEPARTMENTS			\$9,222.40

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Metro Animal Shelter	Replace freezestat & actuator	\$3,829.69
<i>LONG BUILDING TECHNO - Total For Metro Animal Shelter</i>			<i>\$3,829.69</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$3,829.69

M4 Ranch Home Veteri

M4 Ranch Home Veteri	Metro Animal Shelter	VETERINARY SERVICES	\$392.44
<i>M4 Ranch Home Veteri - Total For Metro Animal Shelter</i>			<i>\$392.44</i>
M4 Ranch Home Veteri - ALL DEPARTMENTS			\$392.44

MAINTAINX PREMIUM

MAINTAINX PREMIUM	Regional Water Operations	New Work Order Software - Maintenance Ag	\$2,340.00
<i>MAINTAINX PREMIUM - Total For Regional Water Operations</i>			<i>\$2,340.00</i>
MAINTAINX PREMIUM - ALL DEPARTMENTS			\$2,340.00

MCDONALD'S F226

MCDONALD'S F226	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$5.49
<i>MCDONALD'S F226 - Total For Fire-EMS Training</i>			<i>\$5.49</i>
MCDONALD'S F226 - ALL DEPARTMENTS			\$5.49

MCDONALD'S F35665

MCDONALD'S F35665	Police Investigations	FAST FOOD RESTAURANTS	\$62.68
<i>MCDONALD'S F35665 - Total For Police Investigations</i>			<i>\$62.68</i>
MCDONALD'S F35665 - ALL DEPARTMENTS			\$62.68

MCDONALD'S F5701

MCDONALD'S F5701	Fire-EMS Training	Meal while in Cheyenne at the Recruit acade	\$7.81
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MCDONALD'S F5701	Fire-EMS Training	Meal while in Cheyenne for recruit academy	\$5.49
<i>MCDONALD'S F5701 - Total For Fire-EMS Training</i>			<i>\$13.30</i>
MCDONALD'S F5701 - ALL DEPARTMENTS			\$13.30

MCDONALD'S F7608

MCDONALD'S F7608	Fire-EMS Training	Meal while at ICS 300 Class	\$10.17
<i>MCDONALD'S F7608 - Total For Fire-EMS Training</i>			<i>\$10.17</i>
MCDONALD'S F7608 - ALL DEPARTMENTS			\$10.17

MD MEDICAL RESOURCES

MD MEDICAL RESOURCES	Capital Projects Fund	Bikes for Fitness Room Project	\$14,400.00
<i>MD MEDICAL RESOURCES - Total For Capital Projects Fund</i>			<i>\$14,400.00</i>
MD MEDICAL RESOURCES - ALL DEPARTMENTS			\$14,400.00

MELGAARD CONSTRUCTIO

MELGAARD CONSTRUCTIO	Balefill - Disposal & Landfill	Cell 5 Construction (Earthwork	\$456,785.65
<i>MELGAARD CONSTRUCTIO - Total For Balefill - Disposal & Landfill</i>			<i>\$456,785.65</i>
MELGAARD CONSTRUCTIO - ALL DEPARTMENTS			\$456,785.65

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Disposal & Landfill	CHARGING CABLES FOR ZONAR	\$676.17
MENARDS CASPER WY	Balefill - Disposal & Landfill	CHARGING CABLE FOR ZONAR CREDIT	(\$101.91)
<i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i>			<i>\$574.26</i>
MENARDS CASPER WY	Balefill - Diversion & Special	CHRISTMAS SUPPLIES FOR SCALEHOUSE AND	\$38.68
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			<i>\$38.68</i>
MENARDS CASPER WY	Buildings & Structures Fund	Supplies to winterize various facilities - Mena	\$60.48
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Aquatics Center - Menard	\$89.57
MENARDS CASPER WY	Buildings & Structures Fund	HOME SUPPLY WAREHOUSE STORES	\$35.85
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$185.90</i>
MENARDS CASPER WY	Cemetery	office supplies	\$115.89
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$115.89</i>
MENARDS CASPER WY	Fire-EMS Operations	BBQ Grill for Station 1	\$617.97
MENARDS CASPER WY	Fire-EMS Operations	Cable crimps for new engines	\$2.98

<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			\$620.95
MENARDS CASPER WY	Golf - Operations	Shop Supplies	\$203.82
MENARDS CASPER WY	Golf - Operations	Shop Supplies	\$109.22
<i>MENARDS CASPER WY - Total For Golf - Operations</i>			\$313.04
MENARDS CASPER WY	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$225.88
<i>MENARDS CASPER WY - Total For Metro Animal Shelter</i>			\$225.88
MENARDS CASPER WY	Parks - Parks Maint.	HOME SUPPLY WAREHOUSE STORES	\$122.58
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			\$122.58
MENARDS CASPER WY	Water Distribution	Coffee - Building Supplies	\$32.41
MENARDS CASPER WY	Water Distribution	Misc Hydrant Materials - Water & Sewerline	\$554.61
<i>MENARDS CASPER WY - Total For Water Distribution</i>			\$587.02
MENARDS CASPER WY - ALL DEPARTMENTS			\$2,784.20

MICROSOFT CORPORATIO

MICROSOFT CORPORATIO	Information Services	Visual Studio Enterprise Software Annual Re	\$2,697.45
MICROSOFT CORPORATIO	Information Services	Sale Tax Refund For Visual Studio Annual Ren	(\$128.45)
<i>MICROSOFT CORPORATIO - Total For Information Services</i>			\$2,569.00
MICROSOFT CORPORATIO - ALL DEPARTMENTS			\$2,569.00

MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$405.10
MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$200.61
MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$49.46
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			\$655.17
MIDLAND SCIENTIFIC - ALL DEPARTMENTS			\$655.17

ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$182.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$182.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle service / maintenance	\$132.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$87.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment / air conditioning systm ch	\$197.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$157.00

<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			\$937.00
ML AUTOMOTIVE - ALL DEPARTMENTS			\$937.00

MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	RWS - Booster Stations	City of Casper 40/Hot Water/Fuel Surcharge	\$464.00
<i>MOBILE CONCRETE, INC - Total For RWS - Booster Stations</i>			<i>\$464.00</i>
MOBILE CONCRETE, INC - ALL DEPARTMENTS			\$464.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Balefill - Diversion & Special	Shed repairs	\$766.00
<i>MODERN ELECTRIC CORP - Total For Balefill - Diversion & Special</i>			<i>\$766.00</i>
MODERN ELECTRIC CORP	Sewer Fund	Contract Withholding: 21300129	\$2,862.50
<i>MODERN ELECTRIC CORP - Total For Sewer Fund</i>			<i>\$2,862.50</i>
MODERN ELECTRIC CORP	WWTP Revenue and Transfer	Contract Withholding: 21300129	\$5,495.95
<i>MODERN ELECTRIC CORP - Total For WWTP Revenue and Transfers</i>			<i>\$5,495.95</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$9,124.45

Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service - November 2022	\$5,141.35
Monson	Buildings & Structures Fund	Monthly Janitorial Service - November 2022	\$225.00
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$5,366.35</i>
Monson - ALL DEPARTMENTS			\$5,366.35

MORRISON-MAIERLE, IN

MORRISON-MAIERLE, IN	Capital Projects Fund	Concrete Standard Specificatio	\$7,631.75
<i>MORRISON-MAIERLE, IN - Total For Capital Projects Fund</i>			<i>\$7,631.75</i>
MORRISON-MAIERLE, IN - ALL DEPARTMENTS			\$7,631.75

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Filter, gauge & pressure switch	\$1,557.68
MOTION AND FLOW CONT	Balefill - Baler Processing	Fittings, connectors & degree flare	\$108.91
MOTION AND FLOW CONT	Balefill - Baler Processing	Hose & fitting	\$245.85

<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			\$1,912.44
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$1,912.44

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Capital Projects Fund	Motorola APX 8000 All Band Portables	\$882.86
MOTOROLA SOLUTIONS	Capital Projects Fund	Motorola APX 8000 All Band Portables	\$222,436.78
MOTOROLA SOLUTIONS	Capital Projects Fund	Motorola APX 8000 All Band Portables	\$24,834.50
<i>MOTOROLA SOLUTIONS - Total For Capital Projects Fund</i>			<i>\$248,154.14</i>
MOTOROLA SOLUTIONS	Fire-EMS Operations	3 Motorola Mobile Radios for CRR Vehicles	\$147.14
<i>MOTOROLA SOLUTIONS - Total For Fire-EMS Operations</i>			<i>\$147.14</i>
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System/Services	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$9,457.67</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$257,758.95

MOUNTAIN STATES

MOUNTAIN STATES	Balefill - Disposal & Landfill	Printing Service - Blue Balefill Tickets	\$1,388.12
<i>MOUNTAIN STATES - Total For Balefill - Disposal & Landfill</i>			<i>\$1,388.12</i>
MOUNTAIN STATES	Municipal Court	Printing service - envelopes	\$156.04
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$156.04</i>
MOUNTAIN STATES	Public Safety Communication	Printing service - business cards	\$380.81
<i>MOUNTAIN STATES - Total For Public Safety Communications</i>			<i>\$380.81</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$1,924.97

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Aquatics - Operations	Aquatic Rec Coordinator Business Cards	\$51.03
<i>MOUNTAIN STATES LITH - Total For Aquatics - Operations</i>			<i>\$51.03</i>
MOUNTAIN STATES LITH	General Fund Revenue	Books for resale in museum store	\$143.64
<i>MOUNTAIN STATES LITH - Total For General Fund Revenue</i>			<i>\$143.64</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$194.67

MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	ltron ERW-1300-402 (2 Port) Water ERT's	\$10,046.08
<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			<i>\$10,046.08</i>

MOUNTAIN STATES PIPE - ALL DEPARTMENTS \$10,046.08

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO Hogadon - Operations guest internet \$49.95

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

MOUNTAIN WEST TECHNO - ALL DEPARTMENTS \$49.95

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM Sewer Wastewater Collection safety supplies \$110.97

MURDOCH'S RANCH&HOM Sewer Wastewater Collection safety supplies \$29.99

MURDOCH'S RANCH&HOME - Total For Sewer Wastewater Collection \$140.96

MURDOCH'S RANCH&HOME - ALL DEPARTMENTS \$140.96

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP Fleet Maintenance Fund Tools, Parts, Misc \$97,594.41

NAPA AUTO PARTS CORP Fleet Maintenance Fund Tools, Parts, Misc \$12,442.12

NAPA AUTO PARTS CORP Fleet Maintenance Fund Air conditioning cart \$4,051.99

NAPA AUTO PARTS CORP Fleet Maintenance Fund Tools, Parts, Misc \$1,933.65

NAPA AUTO PARTS CORP Fleet Maintenance Fund Tools, Parts, Misc \$1,462.46

NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund \$117,484.63

NAPA AUTO PARTS CORP Regional Water Operations O-Rings, Hydraulic Oil & Shop Towels \$101.36

NAPA AUTO PARTS CORP Regional Water Operations O-Ring \$1.62

NAPA AUTO PARTS CORP - Total For Regional Water Operations \$102.98

NAPA AUTO PARTS CORP Water Distribution Wiring Parts 660222 - Vehicle Supplies \$18.99

NAPA AUTO PARTS CORP Water Distribution Jumper Cable Exchange - Vehicle Supplies \$12.53

NAPA AUTO PARTS CORP Water Distribution Fuses, Connectors, Jump Cables - Vehicle Sup \$265.44

NAPA AUTO PARTS CORP Water Distribution Diesel Additive - Vehicle Supplies \$225.76

NAPA AUTO PARTS CORP - Total For Water Distribution \$522.72

NAPA AUTO PARTS CORP WWTP Operations UV supplies \$31.85

NAPA AUTO PARTS CORP - Total For WWTP Operations \$31.85

NAPA AUTO PARTS CORP - ALL DEPARTMENTS \$118,142.18

NASSCO, INC.

NASSCO, INC.	Sewer Wastewater Collection PACP recertification-Jared Winzenried	\$375.00
NASSCO, INC.	Sewer Wastewater Collection PACP recertification for Matt Wilhelms	\$375.00
NASSCO, INC.	Sewer Wastewater Collection PACP recertification--Brody Allen	\$375.00
NASSCO, INC.	Sewer Wastewater Collection PACP recertification--Lane Christensen	\$375.00
<i>NASSCO, INC. - Total For Sewer Wastewater Collection</i>		<i>\$1,500.00</i>
NASSCO, INC. - ALL DEPARTMENTS		\$1,500.00

NATIONAL SOCIETY OF

NATIONAL SOCIETY OF	Engineering	Membership Dues / Member ID: 300026599	\$1,495.00
<i>NATIONAL SOCIETY OF - Total For Engineering</i>			<i>\$1,495.00</i>
NATIONAL SOCIETY OF	Sewer Wastewater Collection	Membership Dues / Member ID: 300026599	\$299.00
<i>NATIONAL SOCIETY OF - Total For Sewer Wastewater Collection</i>			<i>\$299.00</i>
NATIONAL SOCIETY OF - ALL DEPARTMENTS			\$1,794.00

NCL OF WISCONSIN INC

NCL OF WISCONSIN INC	WWTP Operations	Lab supplies	\$80.06
<i>NCL OF WISCONSIN INC - Total For WWTP Operations</i>			<i>\$80.06</i>
NCL OF WISCONSIN INC - ALL DEPARTMENTS			\$80.06

NETMOTION SOFTWARE

NETMOTION SOFTWARE	Police Administration	Netmotion maintenance renewal	\$13,470.60
<i>NETMOTION SOFTWARE - Total For Police Administration</i>			<i>\$13,470.60</i>
NETMOTION SOFTWARE - ALL DEPARTMENTS			\$13,470.60

NOR NORTHERN TOOL

NOR NORTHERN TOOL	Hogadon - Operations	replacement shovels	\$341.93
<i>NOR NORTHERN TOOL - Total For Hogadon - Operations</i>			<i>\$341.93</i>
NOR NORTHERN TOOL - ALL DEPARTMENTS			\$341.93

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	HVAC repair supplies for City Hall - Norco	\$21.74
NORCO, INC.	Buildings & Structures Fund	Hand soap, garbage bags & misc	\$938.42

NORCO, INC.	Buildings & Structures Fund	Repair supplies for Rec Center - Norco	\$225.98
NORCO, INC.	Buildings & Structures Fund	HVAC Repair supplies for City Hall - Norco	\$152.00
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$1,338.14</i>
NORCO, INC.	Golf - Operations	Rental Charge for acetylene and oxygen cylin	\$305.00
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$305.00</i>
NORCO, INC.	Metro Animal Shelter	Disinfectant bleach & laundry detergent	\$166.76
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$166.76</i>
NORCO, INC.	Refuse - Recycling	Eye wash, gloves, degreaser & respiratory m	\$248.00
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$248.00</i>
NORCO, INC.	Regional Water Operations	Welding gloves, cup brush & wire wheel	\$77.91
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$77.91</i>
NORCO, INC.	Water Distribution	Welding & Grinding Supplies - Other Material	\$665.16
NORCO, INC.	Water Distribution	Safety Cabinet - Other Materials & Supplies	\$134.80
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$799.96</i>
NORCO, INC. - ALL DEPARTMENTS			\$2,935.77

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Radios, batteries & speaker	\$3,387.90
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Gloves, Anti Seize Compound, Grease Gun	\$304.72
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$3,692.62</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Radios, batteries & speaker	\$3,307.90
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Mics for radios	\$240.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$3,547.90</i>
NORTHWEST CONTRACTOR	Balefill - Diversion & Special	Radios, batteries & speaker mics	\$3,427.90
<i>NORTHWEST CONTRACTOR - Total For Balefill - Diversion & Special</i>			<i>\$3,427.90</i>
NORTHWEST CONTRACTOR	Fire-EMS Operations	Bolt cutters and batteries	\$1,113.58
<i>NORTHWEST CONTRACTOR - Total For Fire-EMS Operations</i>			<i>\$1,113.58</i>
NORTHWEST CONTRACTOR	Sewer Stormwater	glendale dam vault repair	\$405.32
<i>NORTHWEST CONTRACTOR - Total For Sewer Stormwater</i>			<i>\$405.32</i>
NORTHWEST CONTRACTOR	Water Distribution	Blue Locate Flags - Other Material & Supplies	\$77.12
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$77.12</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$12,264.44

NORTHWEST LININGS &

NORTHWEST LININGS &	Balefill - Disposal & Landfill	Cell 5 Construction (Geosynthe	\$509,067.85
<i>NORTHWEST LININGS & - Total For Balefill - Disposal & Landfill</i>			<i>\$509,067.85</i>
NORTHWEST LININGS & - ALL DEPARTMENTS			\$509,067.85

OCCUPATIONAL SAFETY

OCCUPATIONAL SAFETY	Balefill - Disposal & Landfill	OSHA TRAINING	\$73.94
<i>OCCUPATIONAL SAFETY - Total For Balefill - Disposal & Landfill</i>			<i>\$73.94</i>
OCCUPATIONAL SAFETY - ALL DEPARTMENTS			\$73.94

ODP BUS SOL LLC

ODP BUS SOL LLC	Customer Service	1 cyan toner	\$37.91
ODP BUS SOL LLC	Customer Service	1 black toner, 1 yellow toner	\$68.16
<i>ODP BUS SOL LLC - Total For Customer Service</i>			<i>\$106.07</i>
ODP BUS SOL LLC	Finance	1 cyan toner	\$37.90
ODP BUS SOL LLC	Finance	1 black toner, 1 yellow toner	\$68.15
<i>ODP BUS SOL LLC - Total For Finance</i>			<i>\$106.05</i>
ODP BUS SOL LLC	Health Insurance Fund	1 cyan toner	\$37.90
ODP BUS SOL LLC	Health Insurance Fund	1 black toner, 1 yellow toner	\$68.15
<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			<i>\$106.05</i>
ODP BUS SOL LLC	Human Resources	1 cyan toner	\$37.90
ODP BUS SOL LLC	Human Resources	1 black toner, 1 yellow toner	\$68.15
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$106.05</i>
ODP BUS SOL LLC	Risk Management	1 cyan toner	\$37.90
ODP BUS SOL LLC	Risk Management	1 black toner, 1 yellow toner	\$68.15
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>\$106.05</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			\$530.27

OPINIONSTAGE

OPINIONSTAGE	City Manager	Trivia/quiz software for citizen engagement	\$99.00
<i>OPINIONSTAGE - Total For City Manager</i>			<i>\$99.00</i>
OPINIONSTAGE - ALL DEPARTMENTS			\$99.00

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Disposal & Landfill	OPERATIONAL SUPPLIES EQUIPT BLDG	\$63.45
<i>O'REILLY AUTO PARTS - Total For Balefill - Disposal & Landfill</i>			\$63.45
O'REILLY AUTO PARTS	Fire-EMS Operations	Bolt Cutters for E2 and E6	\$9.98
<i>O'REILLY AUTO PARTS - Total For Fire-EMS Operations</i>			\$9.98
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$73.43

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	Buildings & Structures Fund	Handicap door repairs	\$107.66
OVERHEAD DOOR CO	Buildings & Structures Fund		\$154.35
OVERHEAD DOOR CO	Buildings & Structures Fund	Replace / install door sections	\$2,291.00
OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair / timer	\$190.00
<i>OVERHEAD DOOR CO - Total For Buildings & Structures Fund</i>			\$2,743.01
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$2,743.01

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing	\$4,588.35
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$4,588.35
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$4,588.35

PAPA JOHN S 1077

PAPA JOHN S 1077	General Fund Govt Wide	Charge was disputed and refunded on 11/10	\$25.99
<i>PAPA JOHN S 1077 - Total For General Fund Govt Wide</i>			\$25.99
PAPA JOHN S 1077 - ALL DEPARTMENTS			\$25.99

PAYPAL DAYWEATHER

PAYPAL DAYWEATHER	Parks - Parks Maint.	Weather apps and advisory for supervisors	\$200.00
<i>PAYPAL DAYWEATHER - Total For Parks - Parks Maint.</i>			\$200.00

PAYPAL DAYWEATHER - ALL DEPARTMENTS \$200.00

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S Balefill - Disposal & Landfill GemsS028749-OP/Mnt/mon srvcs g \$12,236.24

PEAK GEOSOLUTIONS/ S Balefill - Disposal & Landfill PSC Peak CQA CRL Cell 5 Const \$33,140.69

PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill \$45,376.93

PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS \$45,376.93

PEDEN'S INC

PEDEN'S INC Balefill - Disposal & Landfill Hoodies / Screen Printing \$358.00

PEDEN'S INC - Total For Balefill - Disposal & Landfill \$358.00

PEDEN'S INC Public Transit - Operations Sewing service - patches on jackets \$690.00

PEDEN'S INC - Total For Public Transit - Operations \$690.00

PEDEN'S INC - ALL DEPARTMENTS \$1,048.00

PETSMART #3082

PETSMART #3082 Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$218.20

PETSMART #3082 Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$55.98

PETSMART #3082 Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$105.96

PETSMART #3082 - Total For Metro Animal Shelter \$380.14

PETSMART #3082 - ALL DEPARTMENTS \$380.14

PIZZA HUT 035955

PIZZA HUT 035955 Police Administration EATING PLACES, RESTAURANTS \$120.47

PIZZA HUT 035955 Police Administration EATING PLACES, RESTAURANTS \$103.26

PIZZA HUT 035955 - Total For Police Administration \$223.73

PIZZA HUT 035955 - ALL DEPARTMENTS \$223.73

POLICE FACILITY DESI

POLICE FACILITY DESI Capital Projects Fund CBC design contract \$34,800.00

POLICE FACILITY DESI - Total For Capital Projects Fund \$34,800.00

POLICE FACILITY DESI - ALL DEPARTMENTS \$34,800.00

POSITIVE PROMOTIONS

POSITIVE PROMOTIONS Fire-EMS Prevent & Inspect Public education supplies \$883.17

POSITIVE PROMOTIONS - Total For Fire-EMS Prevent & Inspect \$883.17

POSITIVE PROMOTIONS - ALL DEPARTMENTS \$883.17

POSTAL PROS, INC.

POSTAL PROS, INC. City Council Postage / mailing service - One Cent Insert \$198.25

POSTAL PROS, INC. - Total For City Council \$198.25

POSTAL PROS, INC. Customer Service Printing/Postage/Mailing of UB & Past Due N \$3,085.33

POSTAL PROS, INC. Customer Service Utility Bill Printing / Postage / Mail Service \$3,361.90

POSTAL PROS, INC. Customer Service UB/Past Due Notices-Printing/Postage/Maili \$3,909.88

POSTAL PROS, INC. - Total For Customer Service \$10,357.11

POSTAL PROS, INC. - ALL DEPARTMENTS \$10,555.36

PROUD TO HOST

PROUD TO HOST Social Community Services Proud to Host the best 1st yea \$50,000.00

PROUD TO HOST - Total For Social Community Services \$50,000.00

PROUD TO HOST - ALL DEPARTMENTS \$50,000.00

PURVIS INDUSTRIES

PURVIS INDUSTRIES WWTP Operations Air hose \$295.00

PURVIS INDUSTRIES - Total For WWTP Operations \$295.00

PURVIS INDUSTRIES - ALL DEPARTMENTS \$295.00

Q RITE ENTERPRISES L

Q RITE ENTERPRISES L Community Development Printing service - contractor licenses \$144.50

Q RITE ENTERPRISES L - Total For Community Development \$144.50

Q RITE ENTERPRISES L - ALL DEPARTMENTS \$144.50

QDOBA 1869

QDOBA 1869	Fire-EMS Training	Meal while in Cheyenne for the Recruit Acad	\$32.44
<i>QDOBA 1869 - Total For Fire-EMS Training</i>			<i>\$32.44</i>
QDOBA 1869 - ALL DEPARTMENTS			\$32.44

QR-CODE-GENERATOR.CO

QR-CODE-GENERATOR.CO	Fire-EMS Administration	QR Code Generator for recruitment	\$119.88
<i>QR-CODE-GENERATOR.CO - Total For Fire-EMS Administration</i>			<i>\$119.88</i>
QR-CODE-GENERATOR.CO - ALL DEPARTMENTS			\$119.88

REED'S AUTOMOTIVE &

REED'S AUTOMOTIVE &	Fleet Maintenance Fund	Exhaust repair	\$123.67
<i>REED'S AUTOMOTIVE & - Total For Fleet Maintenance Fund</i>			<i>\$123.67</i>
REED'S AUTOMOTIVE & - ALL DEPARTMENTS			\$123.67

RISSLER PLUMBING & H

RISSLER PLUMBING & H	Buildings & Structures Fund	Plumbing & heating supplies	\$1,184.07
<i>RISSLER PLUMBING & H - Total For Buildings & Structures Fund</i>			<i>\$1,184.07</i>
RISSLER PLUMBING & H - ALL DEPARTMENTS			\$1,184.07

RIVER OAKS COMMUNICA

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

RMI CASPER

RMI CASPER	Buildings & Structures Fund	BAS Shop Supplies - RMI	\$63.79
<i>RMI CASPER - Total For Buildings & Structures Fund</i>			<i>\$63.79</i>
RMI CASPER	WWTP Operations	Gas	\$175.00
<i>RMI CASPER - Total For WWTP Operations</i>			<i>\$175.00</i>

RMI CASPER - ALL DEPARTMENTS

\$238.79

Rocky Mountain

Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$132.30
Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$1,399.03
<i>Rocky Mountain - Total For Regional Water Operations</i>			\$1,531.33
Rocky Mountain	Water Distribution	Monthly rental	\$25.02
<i>Rocky Mountain - Total For Water Distribution</i>			\$25.02

Rocky Mountain - ALL DEPARTMENTS

\$1,556.35

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-008 1	\$5,275.77
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			\$5,275.77
ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Ope	Acct #54730761-112 9	\$99.46
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			\$99.46
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$87.22
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.</i>			\$87.22
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Ope	Acct #54730761-112 9	\$70.69
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			\$70.69
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$41.60
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			\$41.60
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$264.25
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			\$264.25
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-090 7	\$10,212.30
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$354.88
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			\$10,567.18
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$82.89
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			\$82.89
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,080.75
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$1,080.75
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$3,709.49
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$3,709.49
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,161.99
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-141 8	\$638.87

<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$2,800.86
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$560.77
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			\$560.77
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$903.64
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$903.64
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$26.05
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			\$26.05
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$3,977.97
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			\$3,977.97
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-093 1	\$906.60
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$906.60
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$59.40
ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,314.07
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$2,373.47
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-159 0	\$10,234.33
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$113.25
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			\$10,347.58
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$259.18
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$259.18
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,720.84
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$4,330.02
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$8,050.86
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$274.72
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	\$26.18
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2	\$362.85
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4	\$67,081.71
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,260.29
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	\$1,056.11
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$530.82
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	\$270.39
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	\$549.81
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$3,855.30
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	\$3,508.73
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$78,776.91
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	\$2,422.18
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6	\$191.99

ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	\$26.13
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	\$43.75
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4	\$1,734.39
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	\$2,302.49
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	\$24.90
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$93.78
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1	\$25.10
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-022 7	\$26.18
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9	\$24.20
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0	\$2,105.61
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$9,020.70
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3	\$387.28
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			\$387.28
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$47,406.97
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$47,406.97
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-002 2	\$1,875.53
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$21,204.53
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$23,080.06
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$25,367.93
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$25,367.93
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$235,526.13

Router

Router	Golf - Operations	Portable Restroom Rental	\$576.00
<i>Router - Total For Golf - Operations</i>			\$576.00
Router	Parks - Parks Maint.	Porta-John from R&R	\$76.53
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$72.74
Router	Parks - Parks Maint.	Porta-John from R&R	\$562.16
Router	Parks - Parks Maint.	Porta-John from R&R	\$104.40
Router	Parks - Parks Maint.	Porta-John from R&R	\$60.79
<i>Router - Total For Parks - Parks Maint.</i>			\$1,208.27
Router - ALL DEPARTMENTS			\$1,784.27

ROTELLI PIZZA

ROTELLI PIZZA	General Fund Govt Wide	Charge was disputed and returned on 11/10/	\$65.20
<i>ROTELLI PIZZA - Total For General Fund Govt Wide</i>			<i>\$65.20</i>
ROTELLI PIZZA - ALL DEPARTMENTS			\$65.20

RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I	Regional Water Operations	Floats for Actiflo Sump Pumps - Pump & Lubr	\$109.00
<i>RUSSELL INDUSTRIES I - Total For Regional Water Operations</i>			<i>\$109.00</i>
RUSSELL INDUSTRIES I	Water Distribution	Trash pump parts-gaskets, wear plate, greas	\$1,396.63
<i>RUSSELL INDUSTRIES I - Total For Water Distribution</i>			<i>\$1,396.63</i>
RUSSELL INDUSTRIES I - ALL DEPARTMENTS			\$1,505.63

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Baler Processing	OPERATIONAL SUPPLIES FOR ALL BUILDINGS	\$61.74
<i>SAMS CLUB #6425 - Total For Balefill - Baler Processing</i>			<i>\$61.74</i>
SAMS CLUB #6425	Balefill - Disposal & Landfill	OPERATIONAL SUPPLIES FOR ALL BUILDINGS	\$181.50
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$181.50</i>
SAMS CLUB #6425	Balefill - Diversion & Special	OPERATIONAL SUPPLIES FOR ALL BUILDINGS	\$33.46
<i>SAMS CLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$33.46</i>
SAMS CLUB #6425	Buildings & Structures Fund	Repair supplies for Ice Arena - Sams Club	\$272.55
<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$272.55</i>
SAMS CLUB #6425	Community Development	WHOLESALE CLUBS	\$57.92
<i>SAMS CLUB #6425 - Total For Community Development</i>			<i>\$57.92</i>
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$160.52
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$160.52</i>
SAMS CLUB #6425	Ice Arena - Concessions	Concession Resale	\$431.82
SAMS CLUB #6425	Ice Arena - Concessions	CIA Concessions Water Bottles	\$16.24
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$448.06</i>
SAMS CLUB #6425	Police Investigations	WHOLESALE CLUBS	\$251.82
<i>SAMS CLUB #6425 - Total For Police Investigations</i>			<i>\$251.82</i>
SAMS CLUB #6425	Refuse - Residential	OPERATIONAL SUPPLIES FOR ALL BUILDINGS	\$157.90
<i>SAMS CLUB #6425 - Total For Refuse - Residential</i>			<i>\$157.90</i>

SAMS CLUB #6425 - ALL DEPARTMENTS

\$1,625.47

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	SAFETY MEETING SUPPLIES	\$123.82
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			\$123.82
SAMSCLUB #6425	Buildings & Structures Fund	Repair supplies for Ice Arena - Sams Club	\$308.54
<i>SAMSCLUB #6425 - Total For Buildings & Structures Fund</i>			\$308.54
SAMSCLUB #6425	Fire-EMS Administration	Office Supplies for Admin	\$92.26
<i>SAMSCLUB #6425 - Total For Fire-EMS Administration</i>			\$92.26
SAMSCLUB #6425	Fire-EMS Training	Drinks and snacks for engineer test	\$198.14
<i>SAMSCLUB #6425 - Total For Fire-EMS Training</i>			\$198.14
SAMSCLUB #6425	Parks - Parks Maint.	Cookies for Rec Center meeting	\$19.98
<i>SAMSCLUB #6425 - Total For Parks - Parks Maint.</i>			\$19.98
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS	\$449.80
<i>SAMSCLUB #6425 - Total For Police Administration</i>			\$449.80
SAMSCLUB #6425	Weed & Pest Fund	Bar oil	\$29.96
<i>SAMSCLUB #6425 - Total For Weed & Pest Fund</i>			\$29.96
SAMSCLUB #6425	WWTP Operations	Cleaning, kitchen supplies	\$299.27
<i>SAMSCLUB #6425 - Total For WWTP Operations</i>			\$299.27

SAMSCLUB #6425 - ALL DEPARTMENTS

\$1,521.77

SAMSCLUB.COM

SAMSCLUB.COM	Buildings & Structures Fund	City Hall Custodial Supplies - Sams Club	\$132.99
<i>SAMSCLUB.COM - Total For Buildings & Structures Fund</i>			\$132.99
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$432.73
SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$196.69
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			\$629.42

SAMSCLUB.COM - ALL DEPARTMENTS

\$762.41

SCOOTER'S COFFEE

SCOOTER'S COFFEE	Fire-EMS Training	Coffee for engineering practical exam	\$63.00
<i>SCOOTER'S COFFEE - Total For Fire-EMS Training</i>			\$63.00

SCOOTER'S COFFEE - ALL DEPARTMENTS \$63.00

SELF HELP CENTER, IN

SELF HELP CENTER, IN Capital Projects Fund 1% #16 Funding Self Help Cente \$13,748.75

SELF HELP CENTER, IN - Total For Capital Projects Fund \$13,748.75

SELF HELP CENTER, IN - ALL DEPARTMENTS \$13,748.75

SHEET METAL SPECIALT

SHEET METAL SPECIALT Buildings & Structures Fund HVAC Repair supplies for City Hall - Sheet Me \$59.18

SHEET METAL SPECIALT - Total For Buildings & Structures Fund \$59.18

SHEET METAL SPECIALT - ALL DEPARTMENTS \$59.18

SHELL OIL 5744427920

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$83.27

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$90.63

SHELL OIL 5744427920 Fire-EMS Operations Fuel \$118.96

SHELL OIL 5744427920 - Total For Fire-EMS Operations \$292.86

SHELL OIL 5744427920 - ALL DEPARTMENTS \$292.86

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR Refuse - Residential Paint & painting supplies \$393.23

SHERWIN-WILLIAMS COR - Total For Refuse - Residential \$393.23

SHERWIN-WILLIAMS COR - ALL DEPARTMENTS \$393.23

SILVER MINE SUBS STO

SILVER MINE SUBS STO Fire-EMS Training Meal while attending the ICS300 Class \$14.94

SILVER MINE SUBS STO - Total For Fire-EMS Training \$14.94

SILVER MINE SUBS STO - ALL DEPARTMENTS \$14.94

SIRCHIE ACQUISITION

SIRCHIE ACQUISITION Police Investigations Tape dispenser & fiberglass frame \$290.54

SIRCHIE ACQUISITION	Police Investigations	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$299.43
SIRCHIE ACQUISITION	Police Investigations	Evidence supplies	\$297.53
<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			<i>\$887.50</i>
SIRCHIE ACQUISITION - ALL DEPARTMENTS			\$887.50

SKILLPATH / NATIONAL

SKILLPATH / NATIONAL	General Fund Govt Wide	ONLINE TRAINING COURSE AND HANDBOOK	\$182.15
<i>SKILLPATH / NATIONAL - Total For General Fund Govt Wide</i>			<i>\$182.15</i>
SKILLPATH / NATIONAL - ALL DEPARTMENTS			\$182.15

SMARSH, INC

SMARSH, INC	Information Services	Email-Professional Archive Capture-10/01-10	\$1,996.00
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,996.00</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,996.00

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$200.00
SMITH PSYCHOLOGICAL	Police Career Services	Evaluation	\$800.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$1,000.00</i>
SMITH PSYCHOLOGICAL - ALL DEPARTMENTS			\$1,000.00

SO PT HOTEL AND CASI

SO PT HOTEL AND CASI	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$200.01
SO PT HOTEL AND CASI	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$200.01
SO PT HOTEL AND CASI	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$200.01
SO PT HOTEL AND CASI	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$200.01
<i>SO PT HOTEL AND CASI - Total For Police Career Services</i>			<i>\$800.04</i>
SO PT HOTEL AND CASI - ALL DEPARTMENTS			\$800.04

SP FIGS, INC.

SP FIGS, INC.	General Fund Govt Wide	Charge was disputed and refunded on 11/10	(\$175.48)
SP FIGS, INC.	General Fund Govt Wide	Charge was disputed and refunded on 11/10	\$175.48

<i>SP FIGS, INC. - Total For General Fund Govt Wide</i>			\$0.00
SP FIGS, INC. - ALL DEPARTMENTS			\$0.00
SP FIREHOSEDIRECTCOM			
SP FIREHOSEDIRECTCOM	Fire-EMS Operations	Gaskets for Misc. Fittings	\$50.37
<i>SP FIREHOSEDIRECTCOM - Total For Fire-EMS Operations</i>			<i>\$50.37</i>
SP FIREHOSEDIRECTCOM - ALL DEPARTMENTS			\$50.37
SP NOTARYSTAMP.COM			
SP NOTARYSTAMP.COM	Community Development	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$41.87
<i>SP NOTARYSTAMP.COM - Total For Community Development</i>			<i>\$41.87</i>
SP NOTARYSTAMP.COM - ALL DEPARTMENTS			\$41.87
SP OHD, LLLP			
SP OHD, LLLP	Fire-EMS Administration	Occupational Health Dynamics - Calibration f	\$825.00
<i>SP OHD, LLLP - Total For Fire-EMS Administration</i>			<i>\$825.00</i>
SP OHD, LLLP - ALL DEPARTMENTS			\$825.00
SP THE BLUE CELL			
SP THE BLUE CELL	Fire-EMS Training	ICS 300 Virtual Class	\$250.00
SP THE BLUE CELL	Fire-EMS Training	The NIMS Store_IC300	\$250.00
<i>SP THE BLUE CELL - Total For Fire-EMS Training</i>			<i>\$500.00</i>
SP THE BLUE CELL - ALL DEPARTMENTS			\$500.00
SPORTSMANS WAREHOUSE			
SPORTSMANS WAREHOUSE	Hogadon - Operations	Safety chains	\$164.97
<i>SPORTSMANS WAREHOUSE - Total For Hogadon - Operations</i>			<i>\$164.97</i>
SPORTSMANS WAREHOUSE	Sewer Wastewater Collection	weights for bottom cleaner	\$169.90
<i>SPORTSMANS WAREHOUSE - Total For Sewer Wastewater Collection</i>			<i>\$169.90</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$334.87

SQ BRECK MEDIA GROU

SQ BRECK MEDIA GROU	Golf - Operations	Advertising Invoices	\$1,000.00
<i>SQ BRECK MEDIA GROU - Total For Golf - Operations</i>			<i>\$1,000.00</i>

SQ BRECK MEDIA GROU - ALL DEPARTMENTS **\$1,000.00**

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Fleet Maintenance Fund	2 KEYBOARDS AND SWITCHES FOR NAPA PA	\$179.90
<i>SQ COMPUTER PROFESS - Total For Fleet Maintenance Fund</i>			<i>\$179.90</i>

SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$179.98
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$179.98</i>

SQ COMPUTER PROFESS - ALL DEPARTMENTS **\$359.88**

SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$2,375.00
<i>SQ MY EDUCATIONAL R - Total For Police Career Services</i>			<i>\$2,375.00</i>

SQ MY EDUCATIONAL R - ALL DEPARTMENTS **\$2,375.00**

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Sewer Wastewater Collection city logo on winter workwear--Shaun Hilton,		(\$1.80)
SQ PEDEN'S INC.	Sewer Wastewater Collection city logo on winter workwear--Shaun Hilton,		\$37.80

<i>SQ PEDEN'S INC. - Total For Sewer Wastewater Collection</i>			<i>\$36.00</i>
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SQ PEDEN'S INC. - ALL DEPARTMENTS **\$36.00**

SQ PWP WYOMING

SQ PWP WYOMING	Ice Arena - Concessions	Monthly Birthday Papa Johns Orders	\$101.43
<i>SQ PWP WYOMING - Total For Ice Arena - Concessions</i>			<i>\$101.43</i>

SQ PWP WYOMING - ALL DEPARTMENTS **\$101.43**

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Fire-EMS Operations	Repair of fridge at St. 3	\$655.03
<i>SQ SUMMIT ELECTRIC - Total For Fire-EMS Operations</i>			<i>\$655.03</i>

SQ SUMMIT ELECTRIC - ALL DEPARTMENTS \$655.03

SQUARESPACE INC.

SQUARESPACE INC.	City Manager	website hosting	\$6.00
SQUARESPACE INC.	City Manager	Website subscription	\$33.00
<i>SQUARESPACE INC. - Total For City Manager</i>			<i>\$39.00</i>
SQUARESPACE INC. - ALL DEPARTMENTS			\$39.00

STAPLES

STAPLES	Cemetery	office supplies, copy paper	\$122.69
<i>STAPLES - Total For Cemetery</i>			<i>\$122.69</i>
STAPLES	Golf - Operations	Ink for printer	\$474.96
<i>STAPLES - Total For Golf - Operations</i>			<i>\$474.96</i>
STAPLES	Hogadon - Operations	Ski patrol forms	\$77.22
<i>STAPLES - Total For Hogadon - Operations</i>			<i>\$77.22</i>
STAPLES	Parks - Parks Maint.	Poster board and post-it notes for Rec center	\$73.95
<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$73.95</i>
STAPLES	Streets	Daily Planner Refills	\$172.16
<i>STAPLES - Total For Streets</i>			<i>\$172.16</i>
STAPLES	WWTP Operations	Office supplies	\$99.89
<i>STAPLES - Total For WWTP Operations</i>			<i>\$99.89</i>
STAPLES - ALL DEPARTMENTS			\$1,020.87

STAPLES DIRECT

STAPLES DIRECT	City Council	Office Supplies	\$396.39
<i>STAPLES DIRECT - Total For City Council</i>			<i>\$396.39</i>
STAPLES DIRECT	City Manager	Refund for returned merchandise	(\$18.99)
STAPLES DIRECT	City Manager	Office Supplies	\$602.83
<i>STAPLES DIRECT - Total For City Manager</i>			<i>\$583.84</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$980.23

STATE OF NEBRASKA -

STATE OF NEBRASKA -	Police Administration	Driving Record Request - Ngambi	\$7.50
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STATE OF NEBRASKA - - Total For Police Administration			\$7.50
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STATE OF NEBRASKA - - ALL DEPARTMENTS			\$7.50
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STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - August 2022	\$16,608.62
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STATE OF WY. - Total For Health Insurance Fund			\$16,608.62
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STATE OF WY. - ALL DEPARTMENTS			\$16,608.62
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STERLING

STERLING	Human Resources	Centralized employee background	\$883.43
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STERLING - Total For Human Resources			\$883.43
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STERLING - ALL DEPARTMENTS			\$883.43
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STOTZ EQUIPMENT

STOTZ EQUIPMENT	Regional Water Operations	Weed Whacker - Small Tools & Supplies	\$489.99
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STOTZ EQUIPMENT - Total For Regional Water Operations			\$489.99
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STOTZ EQUIPMENT - ALL DEPARTMENTS			\$489.99
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STRYKER SALES LLC

STRYKER SALES LLC	Police Administration	Defibrillator replacement batteries & trainer	\$1,242.16
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STRYKER SALES LLC - Total For Police Administration			\$1,242.16
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STRYKER SALES LLC - ALL DEPARTMENTS			\$1,242.16
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Subway 22369

Subway 22369	Fire-EMS Training	Meal while in Cheyenne at recruit academy	\$12.91
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Subway 22369 - Total For Fire-EMS Training			\$12.91
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Subway 22369 - ALL DEPARTMENTS			\$12.91
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SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Balefill - Baler Processing	Replacement of electrical breakers	\$720.00
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SUMMIT ELECTRIC LLC. - Total For Balefill - Baler Processing			\$720.00
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SUMMIT ELECTRIC LLC.	Buildings & Structures Fund	Troubleshoot Lighting Battery Back Up	\$80.00
<i>SUMMIT ELECTRIC LLC. - Total For Buildings & Structures Fund</i>			<i>\$80.00</i>
SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS			\$800.00

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Police Administration	Technical labor - wire repair	\$166.10
SUMMIT FIRE & SECURI	Police Administration	Annual Fire Alarm Inspection	\$387.00
<i>SUMMIT FIRE & SECURI - Total For Police Administration</i>			<i>\$553.10</i>
SUMMIT FIRE & SECURI	Rec Center - Operations	Fire Extinguishers exchange and refurb. plus i	\$510.40
<i>SUMMIT FIRE & SECURI - Total For Rec Center - Operations</i>			<i>\$510.40</i>
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			\$1,063.50

SUTHERLANDS 2219

SUTHERLANDS 2219	Water Meters	6 Sticks of Tubing for Services - Meter Repair	\$27.54
<i>SUTHERLANDS 2219 - Total For Water Meters</i>			<i>\$27.54</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$27.54

SYSCO CORP

SYSCO CORP	Ice Arena - Concessions	CONCESSIONS- ITEMS FOR RESALE CHICKEN	\$162.95
SYSCO CORP	Ice Arena - Concessions	CONCESSION- ITEMS FOR RESALE CHICKEN, P	\$277.98
<i>SYSCO CORP - Total For Ice Arena - Concessions</i>			<i>\$440.93</i>
SYSCO CORP - ALL DEPARTMENTS			\$440.93

THE GOODYEAR TIRE &

THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire services	\$299.72
THE GOODYEAR TIRE &	Fleet Maintenance Fund	Tire services	\$318.35
<i>THE GOODYEAR TIRE & - Total For Fleet Maintenance Fund</i>			<i>\$618.07</i>
THE GOODYEAR TIRE & - ALL DEPARTMENTS			\$618.07

THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	CLAMPS FOR ROLL OFF BIN	\$67.88
<i>THE HOME DEPOT - Total For Balefill - Diversion & Special</i>			<i>\$67.88</i>

THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Metro Animal She	\$187.96
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$100.86
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$40.41
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Ice Arena	\$22.97
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$237.00
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$43.96
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$633.16</i>
THE HOME DEPOT	Fire-EMS Operations	Custodial Supplies	\$31.84
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$31.84</i>
THE HOME DEPOT	General Fund Govt Wide	Cleaning supplies for shop, drill bits, mouse t	\$178.86
THE HOME DEPOT	General Fund Govt Wide	Lodge	\$80.53
<i>THE HOME DEPOT - Total For General Fund Govt Wide</i>			<i>\$259.39</i>
THE HOME DEPOT	Golf - Operations	Shop Supplies	\$12.46
<i>THE HOME DEPOT - Total For Golf - Operations</i>			<i>\$12.46</i>
THE HOME DEPOT	Hogadon - Operations	ANSI Compliance upgrade	\$106.27
THE HOME DEPOT	Hogadon - Operations	Trailer Hitch	\$22.98
THE HOME DEPOT	Hogadon - Operations	Lodge supplies	\$28.82
THE HOME DEPOT	Hogadon - Operations	Tool sander	\$109.60
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$267.67</i>
THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$36.41
<i>THE HOME DEPOT - Total For Metro Animal Shelter</i>			<i>\$36.41</i>
THE HOME DEPOT	Police Investigations	HOME SUPPLY WAREHOUSE STORES	\$15.84
<i>THE HOME DEPOT - Total For Police Investigations</i>			<i>\$15.84</i>
THE HOME DEPOT	Rec Center - Special Program	sign holders for craft fair signage CRF Special	\$30.08
<i>THE HOME DEPOT - Total For Rec Center - Special Programs</i>			<i>\$30.08</i>
THE HOME DEPOT	Refuse - Residential	MAILBOX TO REPLACE ONE HIT BY REFUSE T	\$89.86
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$89.86</i>
THE HOME DEPOT	Regional Water Operations	Ice-Melt for Sidewalks - Office Supplies	\$79.88
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			<i>\$79.88</i>
THE HOME DEPOT	Weed & Pest Fund	Tool Box supplies	\$59.97
THE HOME DEPOT	Weed & Pest Fund	Tools	\$19.98
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$79.95</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$1,604.42

THE INTERNATIONAL SO

THE INTERNATIONAL SO	Fire-EMS Training	Refund for ISFSI Class registration	(\$50.00)
<i>THE INTERNATIONAL SO - Total For Fire-EMS Training</i>			<i>(\$50.00)</i>
THE INTERNATIONAL SO - ALL DEPARTMENTS			(\$50.00)

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Fire Admin Copier fee for September	\$92.72
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			<i>\$92.72</i>
THE OFFICE SHOP, INC - ALL DEPARTMENTS			\$92.72

THE SAGE CORPORATION

THE SAGE CORPORATION	Water Distribution	CDL Training - Travel/Training	\$2,695.00
<i>THE SAGE CORPORATION - Total For Water Distribution</i>			<i>\$2,695.00</i>
THE SAGE CORPORATION - ALL DEPARTMENTS			\$2,695.00

THE WASH LLC

THE WASH LLC	Police Administration	Car wash	\$16.56
<i>THE WASH LLC - Total For Police Administration</i>			<i>\$16.56</i>
THE WASH LLC - ALL DEPARTMENTS			\$16.56

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	Monthly flushing water - Sept & Oct 2022	\$82.96
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			<i>\$82.96</i>
THIRTY THREE MILE RO - ALL DEPARTMENTS			\$82.96

TITAN DISTRIBUTORS I

TITAN DISTRIBUTORS I	Fire-EMS Training	Olympic Barbell	\$335.99
<i>TITAN DISTRIBUTORS I - Total For Fire-EMS Training</i>			<i>\$335.99</i>
TITAN DISTRIBUTORS I - ALL DEPARTMENTS			\$335.99

TLO TRANSUNION

TLO TRANSUNION	Police Administration	COMPUTER AND DATA PROCESSING SERVICE	\$204.40
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TLO TRANSUNION - Total For Police Administration \$204.40

TLO TRANSUNION - ALL DEPARTMENTS \$204.40

TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP Metro Animal Shelter SPORTING GOODS STORES \$253.61

TOMAHAWK LIVE TRAP Metro Animal Shelter SPORTING GOODS STORES \$194.14

TOMAHAWK LIVE TRAP - Total For Metro Animal Shelter \$447.75

TOMAHAWK LIVE TRAP - ALL DEPARTMENTS \$447.75

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS Water Distribution Copy Charge - October 2022 \$96.59

TOP OFFICE PRODUCTS - Total For Water Distribution \$96.59

TOP OFFICE PRODUCTS WWTP Operations Copy Charge - October 2022 \$153.60

TOP OFFICE PRODUCTS - Total For WWTP Operations \$153.60

TOP OFFICE PRODUCTS - ALL DEPARTMENTS \$250.19

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO Fire-EMS Operations Blue Def \$67.96

TRACTOR SUPPLY CO - Total For Fire-EMS Operations \$67.96

TRACTOR SUPPLY CO Weed & Pest Fund Tools \$35.96

TRACTOR SUPPLY CO - Total For Weed & Pest Fund \$35.96

TRACTOR SUPPLY CO - ALL DEPARTMENTS \$103.92

TRANSPORTATION TECHN

TRANSPORTATION TECHN Balefill - Diversion & Special HAZ WASTE TECH TRAINING \$3,130.00

TRANSPORTATION TECHN - Total For Balefill - Diversion & Special \$3,130.00

TRANSPORTATION TECHN - ALL DEPARTMENTS \$3,130.00

TRES AMIGOS FAMILY M

TRES AMIGOS FAMILY M Fire-EMS Training Meal while at ICS 300 Class \$18.95

TRES AMIGOS FAMILY M - Total For Fire-EMS Training \$18.95

TRES AMIGOS FAMILY M - ALL DEPARTMENTS \$18.95

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Oil recycling pickup	\$100.00
TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze Recycling Service	\$1,308.00
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			<i>\$1,408.00</i>
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$1,408.00

TST CHEYENNE RIB AN

TST CHEYENNE RIB AN	Fire-EMS Training	Meal while in Cheyenne at recruit academy	\$31.64
TST CHEYENNE RIB AN	Fire-EMS Training	Meal while in Cheyenne at the recruit academe	\$27.97
<i>TST CHEYENNE RIB AN - Total For Fire-EMS Training</i>			<i>\$59.61</i>
TST CHEYENNE RIB AN - ALL DEPARTMENTS			\$59.61

TST Eggingtons

TST Eggingtons	Balefill - Disposal & Landfill	TRAVEL AND TRAINING	\$50.03
<i>TST Eggingtons - Total For Balefill - Disposal & Landfill</i>			<i>\$50.03</i>
TST Eggingtons - ALL DEPARTMENTS			\$50.03

TST WYOMING RIB

TST WYOMING RIB	Fire-EMS Training	Dinner for 8 engineer test assessors	\$142.19
<i>TST WYOMING RIB - Total For Fire-EMS Training</i>			<i>\$142.19</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$142.19

TYPEFORM, S.L.

TYPEFORM, S.L.	Golf - Operations	Survey Year End	\$29.00
<i>TYPEFORM, S.L. - Total For Golf - Operations</i>			<i>\$29.00</i>
TYPEFORM, S.L. - ALL DEPARTMENTS			\$29.00

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Golf - Operations	Merchandise Display	\$640.12
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<i>ULINE SHIP SUPPLIE - Total For Golf - Operations</i>			\$640.12
ULINE SHIP SUPPLIE	Police Investigations	CATALOG MERCHANTS	\$54.00
<i>ULINE SHIP SUPPLIE - Total For Police Investigations</i>			\$54.00
ULINE SHIP SUPPLIE - ALL DEPARTMENTS			\$694.12

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$136.87
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$270.00
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			\$406.87
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$406.87

UNION WIRELESS

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

UNITED 0169806123

UNITED 0169806123	Police Career Services	UNITED AIRLINES	\$35.00
<i>UNITED 0169806123 - Total For Police Career Services</i>			\$35.00
UNITED 0169806123 - ALL DEPARTMENTS			\$35.00

UNITED WAY OF NATRON

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

USA BLUE BOOK

USA BLUE BOOK	Water Distribution	Hydrant Lok - Water & Sewer Line Materials	\$331.53
<i>USA BLUE BOOK - Total For Water Distribution</i>			\$331.53
USA BLUE BOOK - ALL DEPARTMENTS			\$331.53

USA GASOLINE

USA GASOLINE	Fire-EMS Operations	Fuel	\$58.57
<i>USA GASOLINE - Total For Fire-EMS Operations</i>			<i>\$58.57</i>
USA GASOLINE - ALL DEPARTMENTS			\$58.57

USPS PO 5715580478

USPS PO 5715580478	Balefill - Disposal & Landfill	POSTAGE STAMPS	\$27.90
<i>USPS PO 5715580478 - Total For Balefill - Disposal & Landfill</i>			<i>\$27.90</i>
USPS PO 5715580478 - ALL DEPARTMENTS			\$27.90

USPS PO 5715580945

USPS PO 5715580945	Community Development	POSTAGE STAMPS	\$27.90
<i>USPS PO 5715580945 - Total For Community Development</i>			<i>\$27.90</i>
USPS PO 5715580945	WWTP Operations	Stamps, certified mail	\$20.93
<i>USPS PO 5715580945 - Total For WWTP Operations</i>			<i>\$20.93</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$48.83

VCN NATRONACOTITLESC

VCN NATRONACOTITLESC	Fleet Maintenance Fund	REPLACEMENT TITLE	\$17.50
<i>VCN NATRONACOTITLESC - Total For Fleet Maintenance Fund</i>			<i>\$17.50</i>
VCN NATRONACOTITLESC - ALL DEPARTMENTS			\$17.50

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$35.50
VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$56.50
<i>VCN NATRONAREALESTAT - Total For Community Development</i>			<i>\$92.00</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$92.00

VCN WYDSHELPDESK

VCN WYDSHELPDESK	Balefill - Disposal & Landfill	CLASS A TESTING FOR CDL	\$87.50
VCN WYDSHELPDESK	Balefill - Disposal & Landfill	CLASS A TESTING FOR CDL	\$87.50

VCN WYDSHELPDESK - Total For Balefill - Disposal & Landfill \$175.00

VCN WYDSHELPDESK - ALL DEPARTMENTS \$175.00

VERIZON WIRELESS

VERIZON WIRELESS Cemetery Acct #442204089-00001 \$160.04

VERIZON WIRELESS - Total For Cemetery \$160.04

VERIZON WIRELESS Parks - Parks Maint. Acct #342080735-00001 \$469.65

VERIZON WIRELESS - Total For Parks - Parks Maint. \$469.65

VERIZON WIRELESS Police Administration Acct #465552982-00010 \$80.02

VERIZON WIRELESS Police Administration Acct #242152162-00001 \$66.35

VERIZON WIRELESS - Total For Police Administration \$146.37

VERIZON WIRELESS Public Safety Communication Acct #771153835-00001 \$139.89

VERIZON WIRELESS - Total For Public Safety Communications \$139.89

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

VERIZON WIRELESS - Total For Sewer Wastewater Collection \$74.36

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

VERIZON WIRELESS - Total For Water Distribution \$276.24

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

VERIZON WIRELESS - Total For WWTP Operations \$146.51

VERIZON WIRELESS - ALL DEPARTMENTS \$1,413.06

VOIANCE LANGUAGE

VOIANCE LANGUAGE Public Safety Communication Interpretation services \$216.13

VOIANCE LANGUAGE - Total For Public Safety Communications \$216.13

VOIANCE LANGUAGE - ALL DEPARTMENTS \$216.13

VRC COMPANIES LLC

VRC COMPANIES LLC City Attorney File Destruction Services \$83.93

VRC COMPANIES LLC - Total For City Attorney \$83.93

VRC COMPANIES LLC Municipal Court File destruction service \$60.77

VRC COMPANIES LLC - Total For Municipal Court \$60.77

VRC COMPANIES LLC Police Administration File Destruction Services \$175.04

VRC COMPANIES LLC - Total For Police Administration \$175.04

VRC COMPANIES LLC - ALL DEPARTMENTS

\$319.74

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Golf - Operations	Cellular Service for ipads	\$120.03
<i>VZWRLSS MY VZ VB P - Total For Golf - Operations</i>			\$120.03
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone Service & New Cell	\$799.99
VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone Service & New Cell	\$76.18
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			\$876.17
VZWRLSS MY VZ VB P	Water Meters	Meter Services - Communications	\$266.40
VZWRLSS MY VZ VB P	Water Meters	Meter Services Past Due Invoice from 5/202	\$306.76
<i>VZWRLSS MY VZ VB P - Total For Water Meters</i>			\$573.16

VZWRLSS MY VZ VB P - ALL DEPARTMENTS

\$1,569.36

WAL-MART #1617

WAL-MART #1617	Ice Arena - Concessions	Butter Spray	\$29.88
<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			\$29.88
WAL-MART #1617	Metro Animal Control	GROCERY STORES, SUPERMARKETS	\$18.12
<i>WAL-MART #1617 - Total For Metro Animal Control</i>			\$18.12

WAL-MART #1617 - ALL DEPARTMENTS

\$48.00

WAL-MART #3778

WAL-MART #3778	Aquatics - Operations	bulletin board CFAC; Maintenance CRC Duct	\$6.72
<i>WAL-MART #3778 - Total For Aquatics - Operations</i>			\$6.72
WAL-MART #3778	Fire-EMS Operations	Two shower mats	\$38.76
WAL-MART #3778	Fire-EMS Operations	Drying Blade	\$38.91
<i>WAL-MART #3778 - Total For Fire-EMS Operations</i>			\$77.67
WAL-MART #3778	Rec Center - Operations	bulletin board CFAC; Maintenance CRC Duct	\$11.38
<i>WAL-MART #3778 - Total For Rec Center - Operations</i>			\$11.38
WAL-MART #3778	Regional Water Operations	Toilet Brushes & Chips for GWG Luncheon -	\$25.50
WAL-MART #3778	Regional Water Operations	Tools - Small Tools & Supplies	\$44.96
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			\$70.46

WAL-MART #3778 - ALL DEPARTMENTS

\$166.23

WALMART.COM

WALMART.COM	Rec Center - Special Program	Fall Carnival CRF Special Program	\$70.54
<i>WALMART.COM - Total For Rec Center - Special Programs</i>			<i>\$70.54</i>
WALMART.COM - ALL DEPARTMENTS			\$70.54

WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Wastewater Collection	miniCAS	\$771.61
<i>WATER TECHNOLOGY GRO - Total For Sewer Wastewater Collection</i>			<i>\$771.61</i>
WATER TECHNOLOGY GRO	WWTP Regional Interceptors	miniCAS	\$771.60
<i>WATER TECHNOLOGY GRO - Total For WWTP Regional Interceptors</i>			<i>\$771.60</i>
WATER TECHNOLOGY GRO - ALL DEPARTMENTS			\$1,543.21

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Distribution	Construction project - not bui	\$2,280.00
<i>WAYNE COLEMAN CONSTR - Total For Water Distribution</i>			<i>\$2,280.00</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$2,280.00

WEAR PARTS INC

WEAR PARTS INC	Water Distribution	Tap for Shop - Other Materials & Supplies	\$110.72
<i>WEAR PARTS INC - Total For Water Distribution</i>			<i>\$110.72</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$110.72

WEISSMAN'S THEATRICA

WEISSMAN'S THEATRICA	Rec Center - Operations	Dance Recital outfits for CRC Programs	\$631.05
<i>WEISSMAN'S THEATRICA - Total For Rec Center - Operations</i>			<i>\$631.05</i>
WEISSMAN'S THEATRICA - ALL DEPARTMENTS			\$631.05

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	Confidential legal or medical matters	\$5,000.00
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>			<i>\$5,000.00</i>

WELLBORN SULLIVAN ME - ALL DEPARTMENTS \$5,000.00

WENDY'S - 3504

WENDY'S - 3504 Fire-EMS Training Meal while attending ICS300 Class \$10.59

WENDY'S - 3504 - Total For Fire-EMS Training \$10.59

WENDY'S - 3504 - ALL DEPARTMENTS \$10.59

WESTERN WATER CONSUL

WESTERN WATER CONSUL Capital Projects Fund WWC Engineering Enhancements f \$4,950.00

WESTERN WATER CONSUL - Total For Capital Projects Fund \$4,950.00

WESTERN WATER CONSUL Sewer Wastewater Collection Poplar-CYtoCollins Design Wate \$1,200.50

WESTERN WATER CONSUL - Total For Sewer Wastewater Collection \$1,200.50

WESTERN WATER CONSUL - ALL DEPARTMENTS \$6,150.50

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK Buildings & Structures Fund Key copies for BAS - Western Wyo Lock \$8.00

WESTERN WYOMING LOCK - Total For Buildings & Structures Fund \$8.00

WESTERN WYOMING LOCK - ALL DEPARTMENTS \$8.00

WICKLANDER ZULAWSKI

WICKLANDER ZULAWSKI Fire-EMS Training Investigative Interviewing Class \$515.00

WICKLANDER ZULAWSKI - Total For Fire-EMS Training \$515.00

WICKLANDER ZULAWSKI - ALL DEPARTMENTS \$515.00

WILLIAM INSULATION C

WILLIAM INSULATION C Balefill \$20.11

WILLIAM INSULATION C - Total For Balefill \$20.11

WILLIAM INSULATION C - ALL DEPARTMENTS \$20.11

WLC ENGINEERING - SU

WLC ENGINEERING - SU Capital Projects Fund EngCA for Industrial Ave Elm t \$10,995.40

<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			\$10,995.40
WLC ENGINEERING - SU	Engineering	Land surveying services	\$217.50
<i>WLC ENGINEERING - SU - Total For Engineering</i>			\$217.50
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$11,212.90

WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	STAFF MEETING SUPPLIES	\$15.25
<i>WM SUPERCENTER - Total For Balefill - Disposal & Landfill</i>			\$15.25
WM SUPERCENTER	City Manager	Heaters	\$84.88
<i>WM SUPERCENTER - Total For City Manager</i>			\$84.88
WM SUPERCENTER	Fire-EMS Administration	Admin Office Supplies	\$62.42
<i>WM SUPERCENTER - Total For Fire-EMS Administration</i>			\$62.42
WM SUPERCENTER	Fire-EMS Training	Snacks, supplies, and drinks for oncoming int	\$251.33
<i>WM SUPERCENTER - Total For Fire-EMS Training</i>			\$251.33
WM SUPERCENTER	Human Resources	14, 1-gallon water containers for pretty wate	\$16.24
<i>WM SUPERCENTER - Total For Human Resources</i>			\$16.24
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$35.96
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			\$35.96
WM SUPERCENTER	Parks - Parks Maint.	Drinks for Rec Center meeting	\$3.56
WM SUPERCENTER	Parks - Parks Maint.	Cookies and punch for 11.3.22 Rec Center m	\$22.88
<i>WM SUPERCENTER - Total For Parks - Parks Maint.</i>			\$26.44
WM SUPERCENTER	Rec Center - Classes	Snack supplies for Friday at the Rec & camps	\$55.01
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			\$55.01
WM SUPERCENTER	Refuse - Residential	TRUCK BARN AND SCALEHOUSE SUPPLIES	\$23.10
<i>WM SUPERCENTER - Total For Refuse - Residential</i>			\$23.10
WM SUPERCENTER - ALL DEPARTMENTS			\$570.63

WPY ShiftNote

WPY ShiftNote	Regional Water Operations	New Log Book System for Operators - Maint	\$90.00
<i>WPY ShiftNote - Total For Regional Water Operations</i>			\$90.00
WPY ShiftNote - ALL DEPARTMENTS			\$90.00

WWP DBA- TRUGREEN

WWP DBA- TRUGREEN	Balefill - Disposal & Landfill	LANDSCAPE AND HORTICULTURAL SERVICES	\$307.84
<i>WWP DBA- TRUGREEN - Total For Balefill - Disposal & Landfill</i>			<i>\$307.84</i>
WWP DBA- TRUGREEN - ALL DEPARTMENTS			\$307.84

WWW.WEVIDEO.COM/CHAR

WWW.WEVIDEO.COM/CHA	Fire-EMS Administration	Video editing software for PIOs	\$39.99
<i>WWW.WEVIDEO.COM/CHAR - Total For Fire-EMS Administration</i>			<i>\$39.99</i>
WWW.WEVIDEO.COM/CHAR - ALL DEPARTMENTS			\$39.99

WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL	Regional Water Operations	Supporting Membership Dues 2023	\$475.00
<i>WY. ASSOC. OF RURAL - Total For Regional Water Operations</i>			<i>\$475.00</i>
WY. ASSOC. OF RURAL	Water Administration	2023 Supporting Membership Dues	\$475.00
<i>WY. ASSOC. OF RURAL - Total For Water Administration</i>			<i>\$475.00</i>
WY. ASSOC. OF RURAL - ALL DEPARTMENTS			\$950.00

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Career Services	Public Safety Communications Basic Training	\$550.00
WY. LAW ENFORCEMENT	Police Career Services	Peace Officer Criminal Law & Procedures Tra	\$1,350.00
<i>WY. LAW ENFORCEMENT - Total For Police Career Services</i>			<i>\$1,900.00</i>
WY. LAW ENFORCEMENT - ALL DEPARTMENTS			\$1,900.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$346.55
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$1,550.95
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$376.00
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$1,441.26
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$851.38
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$258.40
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$842.73
<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>			<i>\$5,667.27</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$1,509.41
WY. MACHINERY CO.	Fleet Maintenance Fund	Equipment repair	\$3,036.46

WY. MACHINERY CO. - Total For Fleet Maintenance Fund \$4,545.87

WY. MACHINERY CO. - ALL DEPARTMENTS \$10,213.14

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE Risk Management Ford Wyoming Center cable admin reroute. \$1,212.00

WYOMING LOW VOLTAGE - Total For Risk Management \$1,212.00

WYOMING LOW VOLTAGE - ALL DEPARTMENTS \$1,212.00

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL Hogadon - Operations Shop in update \$27.75

WYOMING STEEL RECYCL Hogadon - Operations shop update \$29.60

WYOMING STEEL RECYCL Hogadon - Operations Shop Groomer rails \$414.13

WYOMING STEEL RECYCL - Total For Hogadon - Operations \$471.48

WYOMING STEEL RECYCL - ALL DEPARTMENTS \$471.48

WYOMING TRANSFER & S

WYOMING TRANSFER & S Balefill \$5.00

WYOMING TRANSFER & S Balefill \$20.00

WYOMING TRANSFER & S Balefill \$13.00

WYOMING TRANSFER & S - Total For Balefill \$38.00

WYOMING TRANSFER & S - ALL DEPARTMENTS \$38.00

WYOMING WORK WAREHOU

WYOMING WORK WAREHO Hogadon - Operations snowmaking uniforms \$179.99

WYOMING WORK WAREHO Hogadon - Operations snowmaking uniforms \$199.49

WYOMING WORK WAREHO Hogadon - Operations Snowmaking uniforms \$152.98

WYOMING WORK WAREHO Hogadon - Operations snowmaking uniforms \$305.98

WYOMING WORK WAREHO Hogadon - Operations SALES TAX REFUND (\$9.50)

WYOMING WORK WAREHOU - Total For Hogadon - Operations \$828.94

WYOMING WORK WAREHOU - ALL DEPARTMENTS \$828.94

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Copier usage	\$197.56
<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$197.56</i>
XEROX CORPORATION - ALL DEPARTMENTS			\$197.56

ZUPPLER ONL FOODORDE

ZUPPLER ONL FOODORDE	City Manager	Online order for lunch meeting	\$69.40
<i>ZUPPLER ONL FOODORDE - Total For City Manager</i>			<i>\$69.40</i>
ZUPPLER ONL FOODORDE - ALL DEPARTMENTS			\$69.40

CITYWIDE BILLS AND CLAIMS TOTAL \$5,243,210.26

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
 12/06/22

Additional Accounts Payable

11/10/22

Prewrits - Travel Reimbursements & Sales Tax

Wallace Trembath - Travel Reimbursement	419.89
Keith McPheeters - Travel Reimbursement	379.50
Sarah Boyle - Travel Reimbursement	310.50
Beth Address - Travel Reimbursement	251.66
Jill Johnson - Travel Reimbursement	416.54
Richard Brown - Travel Reimbursement	310.50
State of Wyo - Dept. of Revenue - Sales tax	1,111.00
	3,199.59

11/17/22

Prewrits - Travel Reimbursements & Payroll Vendors

Jeff Bullard - Travel Reimbursement	288.00
Taylor Gilbert - Travel Reimbursement	1,169.45
Andrew Lincowski - Travel Reimbursement	288.00
Ryan Lowry - Travel Reimbursement	288.00
Jon Schlager - Travel Reimbursement	288.00
Zack Winter - Travel Reimbursement	310.50
Amanda Munoz - Travel Reimbursement	22.11
Logan Etchison - Travel Reimbursement	103.25
William Grossklas - Travel Reimbursement	103.25
Erika Govea - Travel Reimbursement	162.25
State of Wyo Dept of Admin & Info - State of Wyo sponsored insurance plans	864,422.38
Wyo Dept of Workforce Services	67,450.71
	934,895.90

11/23/22

Prewrits - Citizen Refund, Travel Reimbursements & Credit Card Payment

Curtis Fortin - Sewer Tap Fees Less Weed Mitigation Fee	126.00
Tiffany Elhart - Travel Reimbursement	310.50
Lyle Berg - Travel Reimbursement	333.00
Clayton Atkinson - Travel Reimbursement	583.69
Michael Harshman - Travel Reimbursement	481.84
Debra Williams - Travel Reimbursement	162.25
Jarett Wing - Travel Reimbursement	66.39
Bank of America - Additional Credit Card Payment	33,049.33
	35,113.00

Total Additional AP \$ 973,208.49

November 22, 2022

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

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

SUBJECT Establish December 20, 2022 as the Public Hearing Date for a New Restaurant Liquor License No. 50 for Antojitos Shiwas LLC d/b/a Antojitos Shiwas, Located at 611 West Collins Drive.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish December 20, 2022 as the Public Hearing Date for a new restaurant liquor license No. 50 for Antojitos Shiwas LLC d/b/a Antojitos Shiwas, located at 611 West Collins Drive.

Summary

An application has been received requesting a new restaurant liquor license No 50 for Antojitos Shiwas LLC d/b/a Antojitos Shiwas, located at 611 West Collins Drive.

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 \$411.00 in revenue.


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 17, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to City Manager/City Clerk ⁷⁷
Carla Mills-Laatsch, Licensing Specialist 

SUBJECT: Establish the Public Hearing Date on Liquor License Renewals for licensing period April 1, 2023 through March 31, 2024.

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Establish Public Hearing
Minute Action

Recommendation

That Council, by minute action, establish February 21, 2023, as the Public Hearing date for consideration of the annual renewal of all City of Casper Liquor Licenses.

Summary

State Statutes require that the City Council hold a public hearing each year for the renewal of liquor licenses. State Statute also requires this be done no later than thirty days prior to the expiration of the liquor license. This gives the public an opportunity to address the Council with any concerns they might have concerning the operation and management of a given establishment. It also affords the City Council an opportunity to invite liquor establishment owners to appear and address any questions that the Council might have. The licensing year runs from April 1 to March 31.

During the month of November, the necessary reporting materials and liquor license renewal forms are sent to the liquor dealers. The City of Casper Fire-EMS Department, City of Casper Community Development, and Natrona County Health Department are informed to ensure that the license holders are complying with the building, fire, and health codes. If any non-compliance is noted, a conformance period may be set for the license holder, and the license may be issued with a restriction. In addition, the Police Department submits a report noting any law enforcement problems related to the establishment.

Financial Considerations

No Financial Considerations

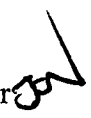
Oversight/Project Responsibility



Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 8, 2022

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: 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
December 6, 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. 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. This venue will be similar to the previous establishment with food service available and family oriented environment. They will host live music, weekly events and private parties.

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

Menu

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Retail #37

License Fees: Annual Fee: \$ _____ Date filed with clerk: 10 / 21 / 2022

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 11-16-2022 & 11-20-2022

Transfer Fee: \$ 100.00 Hearing Date: 12 / 6 / 2022

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 12 / 07 / 2022 Through 03 / 31 / 2023

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: Sierra Harvey and Bryce Harvey 307 Repair Inc

Trade/Business Name (dba): Yellowstone Garage Bar and Grill

Building to be licensed/Building Address: 355 W Yellowstone Hwy

Number & Street

Casper WY 82601 Natrona

City State Zip County

Local Mailing Address: 355 W Yellowstone Hwy

Number & Street or P.O. Box

Casper WY 82601

City State Zip

Local Business Telephone Number: (605) 884-6076 Fax Number: ()

Business E-Mail Address: _____

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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"/> BAR AND GRILL LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE LIMITED RETAIL LIQUOR LICENSE (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 PERMIT <input type="checkbox"/> WINERY PERMIT <input type="checkbox"/> DISTILLERY SATELLITE PERMIT <input type="checkbox"/> WINERY SATELLITE PERMIT <input type="checkbox"/> COUNTY MALT BEVERAGE PERMIT <input type="checkbox"/> SPECIAL MALT BEVERAGE PERMIT
--	---	---

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

GOLF CLUB GUEST RANCH RESORT

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

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>January</u> to <u>December</u>
<input type="checkbox"/> SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Sun</u> to <u>Sat</u>
<input type="checkbox"/> NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>7a</u> to <u>12a</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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

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

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

- (i) When the lease expires, located on page 1 paragraph 4 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 3 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

- 3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403**
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:
Have you submitted a valid food service permit or application? W.S. 12-4-413(a) YES NO

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

7. MICROBREWERY LICENSE:

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

- 8. 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

9. 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

10. 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

11. 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

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

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

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

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

(2/22)
13. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST P.O. BOXES	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?
Sierra Harvey						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Bryce Harvey						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"/>

(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).


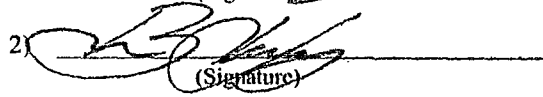
OATH OR VERIFICATION

(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 21 day of October, 2022 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|--|--|-----------------------|
| 1) | 
(Signature) | <u>Sierra Harvey</u>
(Printed Name) | <u>Owner</u>
Title |
| 2) | 
(Signature) | <u>Bryce Harvey</u>
(Printed Name) | <u>owner</u>
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |

Witness my hand and official seal:

Carla Mills Laatsch
 Signature of Notary Public

My commission expires: 10/27/2022



(SEAL)

Apps

- **Nachos Grande \$9.00**

Tortilla chips with nacho cheese sauce, Pico de Gallo, Jalapenos and black bean corn salsa. Topped with sour cream.

- **Spinach feta stuffed mushrooms \$8.00**

Mushrooms stuffed with cream cheese, spinach, topped with feta and walnuts

- **Chicken Quesadilla \$10.00**

A flour tortilla loaded with grilled chicken, bell peppers, onions and melted Jack and Cheddar cheese. Served with Pico de Gallo and sour cream.

- **Wisconsin Cheese Curds \$8.00**

Wisconsin cheese, battered and fried to perfection. Served with ranch or chipotle ranch.

- **Pimento Stuffed Twisted Pretzel \$7.00**

- **Classic Bone-In Chicken Wings \$7.50**

Our famous chicken wings tossed in your choice of sauce and served with ranch or Bleu cheese dressing. Garnished with carrots and celery sticks.

- **Spicy Cauliflower Bites \$7.00**

Florets of cauliflower, spicy battered and fried. Served with choice of dipping sauce.

- **Chicken Flauta \$8.00**

Pulled chicken green chili and cheese wrapped in a flour tortilla and deep fried. Served with guacamole, sour cream and taqueria sauce.

From The Garden

- **Caesar Salad \$10.00**

Crisp Romaine lettuce topped with tangy Caesar dressing, fresh grated Parmesan cheese and homemade croutons.

- **Southwest Steak Salad \$14.00**

Tender strips of char-grilled 6 Ounces sirloin over fresh greens, red peppers, red onion, black bean and corn salsa, cubed Colby Jack, avocado and red onions.

- **Chicken Cobb Salad \$13.00**

Fresh avocado, fresh lettuce mix, diced bacon, Bleu cheese crumbles, diced tomato, red onion and boiled egg.

- **Chopped Salad \$12.00**

Our version of a chopped salad with diced ham over fresh greens, cubed Colby Jack cheese, cherry tomatoes, red bell pepper, red onions, cucumber, and boiled egg.

○ **Strawberry Pecan Salad \$11.00**

Fresh strawberries, candied pecans, fresh Feta cheese, tomato. Served over grapes, carrots and fresh greens.

Custom Sandwiches

All sandwiches come with a choice of side.

○ **California Chicken sandwich \$13.00**

Crispy or grilled chicken, bacon, avocado, lettuce, garlic aioli. Served on a brioche bun

○ **Lobster Roll \$15.00**

Lobster tail rolled in a creamy lemon sauce served on a toasted brioche roll topped with chives

○ **Blackened Chicken Sandwich \$13.00**

A Cajun spiced chicken breast, topped with Swiss cheese, lettuce, onion and tomato. Drizzled with Southwest mayo. Served on a brioche bun

○ **Old Bay Chicken Sandwich \$13.00**

Chicken (crispy or grilled) with Chesapeake remoulade and lettuce, pickles, honey drizzle. Served on a brioche bun.

○ **BLTA \$10.00**

Keeping it simple. Bacon, lettuce, tomato, and avocado with mayo on sourdough.

○ **Chicken Pesto Club \$12.00**

Chicken, provolone, pesto sauce on a brioche bun.

Prime Rib Burgers

All burgers come with lettuce, tomato, red onion, pickle, served on a brioche bun and choice of side.

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

○ **Mushroom & Swiss Burger \$13.00**

Topped with sauteed mushrooms and onions tossed in a sweet sesame sauce, melted Swiss cheese.

○ **Breakfast Burger \$14.00**

Burger patty topped with an over-easy egg Bacon, cheddar cheese, drizzled in a garlic butter sauce.

○ **Blackened Burger \$13.00**

Cajun spiced burger patty, pepper jack cheese, chipotle aioli.

- **Western Burger \$13.00**
Burger patty topped with onion rings, bacon, barbeque sauce.
- **Teriyaki burger \$13.00**
Gochujang Aioli sauce (Asian chili paste), pickled red cabbage, grilled shishito peppers.
- **Black Bean Veggie Burger \$12.00**
Vegetarian black bean burger topped with Monterey Jack cheese and avocado.
- **Cheeseburger \$11.00**
Monterey Jack and Cheddar cooked to order on a Char-Broil grill.
- **Luau Burger \$12.00**
Ground pork burger, pineapple, cabbage slaw, sweet barbeque drizzle.

Specials & Pastas

- **Fish Tacos \$12.00**
Tavern style beer battered cod, sweet summer heat sauce, coleslaw, and avocado.

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.
- **Fish N Chips \$14.00**
Tavern style beer battered cod over a bed of fries. Served with tartar and lemon.

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.
- **Chicken strips \$11.00**
Fried chicken tenders, fries, served with choice of ranch, barbeque, honey mustard.
- **Chicken Pesto Pasta \$16.00**
Seasoned chicken with a Parmesan basil pesto sauce and cherry tomatoes on penne noodles. Served with a choice of soup or salad.
- **Blackened Chicken Alfredo \$14.00**
Blackened grilled chicken and red bell peppers with a traditional alfredo sauce and fettuccine noodles. Served with a choice of soup or salad.
- **Sicilian Pasta \$14.00**
Fettuccini noodles with spicy Sicilian sausage, mushrooms, onions and broccoli in a creamy asiago sauce. Served with a choice of soup or salad.

The Main Event

Comes with your choice of soup or salad.

*Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

- **Ribeye (14 OZ.) \$28.00**

Hand-Carved choice ribeye served with seasonal vegetables and your choice of side.

- **Sirloin (8oz) \$18.00**

Choice cut of juicy sirloin served with seasonal vegetables and your choice of a side.

- **Cedar Plank Salmon \$22.00**

A tender 8 Ounces portion of Atlantic salmon grilled on top of a cedar plank. Served with your choice of 2 sides.

- **Pomegranate Glazed Pork Chops \$18.00**

Sweet & Savory pomegranate glaze over oven roasted pork chops.

Kids Menu

Kids meals come with a drink and choice of fries or fresh fruit.

- **Chicken Strips \$6.00**

2 fried chicken tenders

- **Pepperoni Pizza \$6.00**

Handmade dough topped with mozzarella cheese and pepperoni

- **Steak Bites \$6.00**

Cubed pieces of steak

Sides

Fries, onion rings, wild long grain rice, garlic mashed potatoes, brown sugar green beans, baked potato

Breakfast

- **Biscuits and Gravy \$9.00**

Homemade sausage gravy spread over fresh biscuits, served with choice of pancakes or toast, can be topped with egg

- **Eggs Benedict \$10.00**

English muffin topped with thick sliced ham, a poached egg, covered in hollandaise sauce. Sprinkled with fresh parsley and dill. Can add avocado and bacon.

- **Pancakes \$7.00**

2 buttermilk pancakes and choice of side.

- **Avocado Toast \$7.00**

Whole grain toast, avocado, egg, shaved beets.

- **French Toast \$7.00**

2 pieces of French toast, can add powdered sugar, and choice of strawberries or blueberries.

- **Egg Sandwich \$9.00**

Egg, American cheese, miracle whip, served on a toasted english muffin. (Can add bacon or avocado)

- **Spinach Feta Omelet \$9.00**

Spinach and mushrooms cooked into an omelet, with a ranch aioli drizzle and sprinkled with feta.

Breakfast sides - hashbrowns, toast, bacon, fresh fruit.

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 11/16/2022 and ended on 12/07/2022 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 - Jaatsch

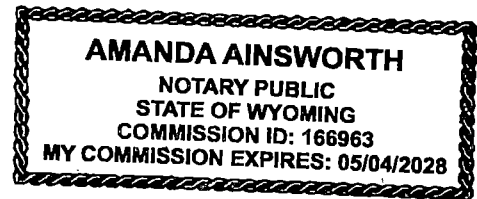
Date: 11/9/2022

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. 37 307 Repair, Inc. d/b/a Yellowstone Garage Bar and Grill has been received in this office. Public Hearing on said application will be held on December 6, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: November 16 & 20, 2022

November 18, 2022

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

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

SUBJECT: Public Hearing Date for a New Restaurant Liquor License No. 49 for MW & KW Corporation., d/b/a Little Shop of Burgers, Located at 1040 North Center Street.

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Public Hearing
Minute Action

Recommendation
That Council, by minute action, consider the application for a new restaurant liquor license No. 49 for MW & KW Corporation., 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 Corporation. 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. This establishment has been in business since 2018 serving a wide variety of hamburgers, chicken sandwiches, salads and appetizers. They will continue to do so while adding alcohol service to the menu.

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

Financial Considerations

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

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application

Affidavit of Website Publication

Menu

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees
 Annual Fee: \$ 469.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Local License #: Restaurant #49
 Date filed with clerk: 11/2/2022
 Advertising Dates: (2 Weeks) 11-16-2022 & 11-20-2022
 Hearing Date: 12/10/2022

Publishing Fee Direct Billed to Applicant:

License Term: 12/7/2022 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: MW KW Corp

Trade/Business Name (dba): LITTLE SHOP OF BURGERS

Building to be licensed/Building Address: 1040 NO CENTER
Number & Street

Local Mailing Address: CASPER WY 82401 NATEUNA
City State Zip County
4665 TWELVE MILE RD
Number & Street or P.O. Box

CASPER WY 82604
City State Zip

Local Business Telephone Number: 307-234-3172 Fax Number: ()

Business E-Mail Address: _____

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

GOLF CLUB GUEST RANCH RESORT

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

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME <input type="checkbox"/> NON-OPERATIONAL/PARKED	(specify months of operation) from <u>Jan</u> to <u>DEC</u> DAYS OF WEEK (e.g. Mon through Sat) from <u>Monday</u> to <u>Saturday</u> HOURS OF OPERATION (e.g. 10a - 2a) from <u>11:00 AM</u> to <u>9 PM</u>
--	--

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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

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

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

- (i) When the lease expires, located on page 1 paragraph 4 of lease.
- (ii) Where the Sales provision for alcoholic or malt beverages is located, on page 84 paragraph 2 of lease.
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

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

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

6. RESORT LICENSE:

Does the resort complex:

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

7. MICROBREWERY LICENSE:

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

8. 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

9. 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

10. 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

11. 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

12. 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"/>
				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.)

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

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

Table with 8 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), Residence Phone Number, No. of Years in Corp or LLC, % of Corporate Stock Held, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? Rows include Merrill Weikum and Kelly Weikum.

(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.

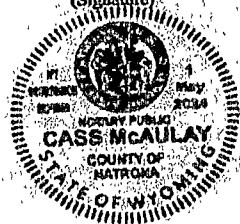
STATE OF WYOMING)
COUNTY OF WY) SS.

Signed and sworn to before me on this 5th day of Oct, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) Merrill Weikum (Signature), Merrill Weikum (Printed Name), President (Title)
2) Kelly Weikum (Signature), Kelly Weikum (Printed Name), Vice President (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:

Signature of Notary Public



My commission expires: 5/1/24

**LITTLE CHIP
OF
BURGERS**



WELCOME TO LITTLE SHOP OF BURGERS



We have been a family owned, horror-themed burger shop since September of 2018. We offer an array of burgers with locally sourced beef, and plenty of other items that are all regional.

We are proud to serve, honor, and help our community through our FREE sack lunch program, and with the POW/MIA table, both of which are recognized year round.

We strive to better the lives of every person we come in contact with through our excellent food, service, and our enticingly macabre atmosphere.



THE HILLS HAVE FRIES!

APPETIZERS

FRANKIE'S FINGERS

\$7.25



WARNING:
FILLING IS HOT!

Mozzarella cheese sticks.
Served with homemade marinara sauce.

We keep a monster made of cheese in the cellar. Every time we cut off a finger, it grows back. So enjoy your fingers!



SKULL POPPERS

\$7.25



WARNING:
FILLING IS HOT!

Deep-fried jalapenos
stuffed with cream cheese.
Served with homemade ranch.

Have you ever seen the inside of a monster's rotting skull? Bite into one of these to find out.



MUMMY WRAPS

\$7.25

Onion rings served with our Frytening Sauce.

Our team of archeologists got trapped in a tomb while on an expedition. Luckily, they discovered mummies wrapped in onions and survived.



THE HILLS HAVE FRIES

\$7.75

Fresh-cut fries covered in our cheese sauce, bacon bits and chives.

We barely escaped a horrifying family in the hills. We stole a gold box with their cheese sauce recipe - secret and scary ingredients.



MUNSTER FRIES

\$7.75

Fresh-cut fries tossed in our garlic sauce and covered with parmesan cheese.

Ever feel like a creature of the night is following you? Eat these garlic-soaked fries and your neck will stay safe.



VAMP FANGS

\$10.25

Chicken Strips cut in half and tossed in our garlic sauce, then covered in parmesan cheese.

We found coffins filled with garlic-covered fangs buried beneath our secret chicken farm. So we put the two together. Enjoy!



THE BIRDS

\$9.25

Chicken strips served with a small portion of fresh-cut fries and a side of homemade ranch.

Ever wonder what happened to all those dead birds from that Hitchcock movie? Well, wonder no more... Mwuhahahahaha!



ROTTEN ROOTS

\$8.25

Sweet potato fries served with our sweet Frytening Sauce.

On our secret chicken farm, cursed red potatoes grow with twisted shapes. Maybe because of blood left over from the coffins in the soil?



HUFFLE PUFFS

\$8.25

Sweet potato tater-tots served with our sweet Frytening Sauce.

An alchemist from a school we can not mention accidentally blew up a batch of Rotten Roots in a magical explosion. Huffle Puffs were born.



PENNY-FRIES

\$8.25

Fried pickle fries. Served with homemade ranch.

Rumor has it that after he feasted on their fears, he deep-fried their fingers.



FRESH-CUT FRIES

\$5.25

SIDE SALAD

\$3.75

BURGERS

Served with your choice of side:
Cut Fries, Tater Tots, Cottage Cheese or Side Salad
or for \$1.50 more can get Pickle Fries, Onion Rings, Sweet Potato Fries,
Sweet Potato Tots, Parm Fries or Parm Tots



THE AUDREY

THE AUDREY \$12⁷⁵

Grilled and seasoned hamburger patty.

Plain and simple, but totally loveable.



B-LIST

B-LIST \$13²⁵

Grilled and seasoned hamburger patty with your choice of cheese.

The cheesy guilty pleasure you can't stop watching... we mean... eating.



TREMOR

TREMOR \$13⁷⁵

Grilled and seasoned hamburger patty with two strips of bacon and your choice of cheese.

Everything is better with Mr. Bacon as the star!



THE FESTER

THE FESTER \$15²⁵

Grilled seasoned hamburger patty glazed in our homemade BBQ sauce, 2 strips of bacon, cheddar cheese and hand-breaded fried onions.

You should see the things our uncle can grill. On second thought, you probably don't want to know.



FUNGUS AMONG US

FUNGUS AMONG US \$14⁷⁵

Grilled and seasoned hamburger with grilled mushrooms and swiss cheese.

Why does the mushroom get invited to all the parties?

Cause he's a Fungi!



DRAC ATTACK \$14²⁵

Grilled and seasoned hamburger patty smothered in garlic and havarti cheese.

No need to worry about vampires after eating this.



THE FREDDY \$14²⁵

 SPICY!

Grilled and seasoned hamburger patty with grilled jalapenos and pepper jack cheese.

So spicy it will leave your face burned and scarred.



Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

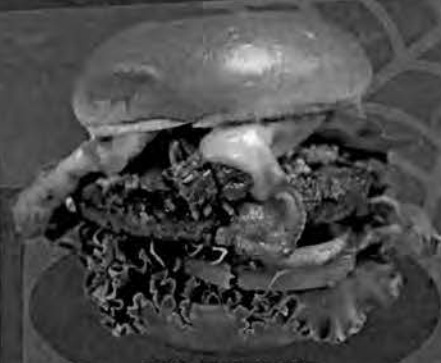
THE TERRENCE

\$16²⁵

 SPICY!

Our signature burger. Covered in a Memphis-style hot rub, jalapenos, pepper jack cheese, garlic sauce, and bacon.

When you go too far with dream inception, you run into this guy!



THE TERRENCE

THE REEKER

\$14⁵⁰

 SPICY!

A Grilled Seasoned Hamburger patty covered in our homemade cajun seasoning and topped with bleu cheese crumbles.

Better check your brake lines after eating this burger, he may be coming for you!



THE REEKER

THE POSSESSION

\$14⁷⁵

Two slices of grilled rye bread with melted swiss cheese, grilled onions and a grilled and seasoned hamburger patty.

We are sure you will be possessed by this delicious treat... you will order another, you will order another!



BLOODY NINJA

\$13²⁵

Grilled and seasoned hamburger patty glazed with our teriyaki sauce and topped with grilled pineapple. Does not come with cheese.

After a bloody battle, the undead ninja finally conceded and gave us her teriyaki sauce recipe.



BLOODY NINJA

THE STICKY ICKY

\$13⁷⁵

Grilled and seasoned hamburger with a chunky peanut butter, peach jelly and cheddar cheese.

This burger is for those of us with serious munchies!



THE STICKY ICKY

EGGPOCALYPSE

\$16²⁵

Grilled and seasoned hamburger with sliced ham, two strips of bacon, american cheese and topped with a fried egg.

Warning, this burger is not for the weak - you must be strong to survive the Eggpocalypse.



EGGPOCALYPSE

THE SINISTER

\$10⁷⁵

Two slices of toasted wheat, sourdough, rye or white bread. Four slices of thick-cut bacon, lettuce, mayo and tomato.

We think it's a little sinister to order a BLT in a burger joint, but here it is... lol.



SWAMP THANG

\$10⁷⁵

Grilled veggie burger with your choice of cheese.

Don't be fooled by its meaty appearance, this burger is all veggie.



CHICKEN SANDWICHES

Served with your choice of side: Cut Fries, Tater Tots, Cottage Cheese or Side Salad
or for \$1.50 more can get Pickle Fries, Onion Rings, Sweet Potato Fries,
Sweet Potato Tots, Parm Fries or Parm Tots

THE ELVIRA \$11²⁵

Crispy or grilled and seasoned chicken breast with your choice of cheese.

This chick never gets old!



FREAK SHOW \$11⁷⁵

Grilled and seasoned chicken breast glazed with our teriyaki sauce and topped with a grilled pineapple ring.

If you're not a fan of the Bloody Ninja, this sandwich is for you!



THE CRAWFORD \$11⁷⁵



SPICY!

Grilled chicken breast covered in our homemade cajun seasoning and topped with bleu cheese crumbles.

This chicken sandwich is the best thing that EVER happened to Baby Jane.



THE RIPPER \$13²⁵

Crispy or grilled and seasoned chicken breast glazed with our BBQ sauce, cheddar cheese, two bacon strips and chives.

Warning- if you try to take this one to go, you may be in danger. We don't know who he is but he loves to kill for this sandwich.



CHICKEN CORDON BOO \$14²⁵

Crispy or grilled chicken breast topped with smokey ham, swiss cheese and honey mustard.

Maniacal villain or amazing chicken sandwich? Either way it's im-PECK-able.



THE SMOKING GUN \$14⁷⁵

Grilled chicken breast with sauteed mushrooms, two strips of bacon and swiss cheese.

We are always looking for evidence of the supernatural. This sandwich will make you believe!



BUILD YOUR OWN SALAD (B.Y.O.S.)



B.Y.O.S. \$14²⁵

Now you have a chance to build your own horrryfyng creation.
Don't be scared to get creative!

Starting with a plate of salad,
You add:

Grilled Chicken
or
Crispy Chicken

-Seasoned
-Cajun
-Teriyaki

Choose ANY FOUR Items:

- Sprouts
- Tomato
- Egg
- Cucumber
- Mixed Cheese
- Onion
- Black Olives
- Bacon Bits
- Garlic
- Croutons
- Jalapeno
- Bleu Cheese
- Crumbles

Choose a DRESSING:

- Ranch
- Italian
- Bleu Cheese
- Honey Mustard

Then sit back and wait for your creation to arrive!

KID'S MENU

All kid's menu items come with fries or tater-tots and your choice of chocolate milk, a juice box or a small soda.

THE CHUCKY \$8.75

Grilled and seasoned kid burger cooked well-done. Served with choice of veggies.

THE TIFFANY \$9.25

Grilled and seasoned kid burger with american cheese, choice of veggies. Served on a toasted bun.

KILLER GRILLER \$7.75

Grilled white bread and american cheese.

POULTRY GEIST \$8.75

Six crispy fried chicken nuggets.

DEMON DOGS \$8.75

Mini deep-fried vienna beef corn dogs.

BRAIN BITES \$8.75

Fried macaroni and cheese bites.



POULTRY GEIST



DEMON DOGS



DRINKS



Lemonade

Fresh-Brewed Ice Tea



(307) 234-3472

1040 North Center Street
Casper, WY

 **DOORDASH**



@littleshopofburgers

LittleShopofBurgers.com

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 11/17/2022 and ended on 12/07/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills - Saatch

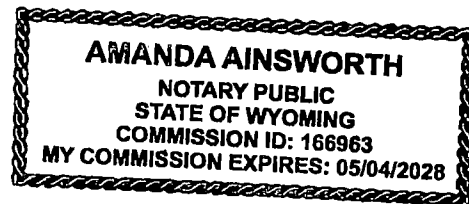
Date: 11-9-2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

9th day of November, 2022

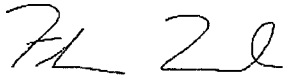
[Signature]



Provide to City of Casper Central Records

NEW RESTAURANT LIQUOR LICENSE

An application for a new Restaurant Liquor License No. 49 MW KW Corp., dba Little Shop of Burgers, located at 1040 North Center Street has been received in this office. Public Hearing on said application will be held on December 6, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: November 16 & 20, 2022

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 15th day of November, 20 22.

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:

Walker

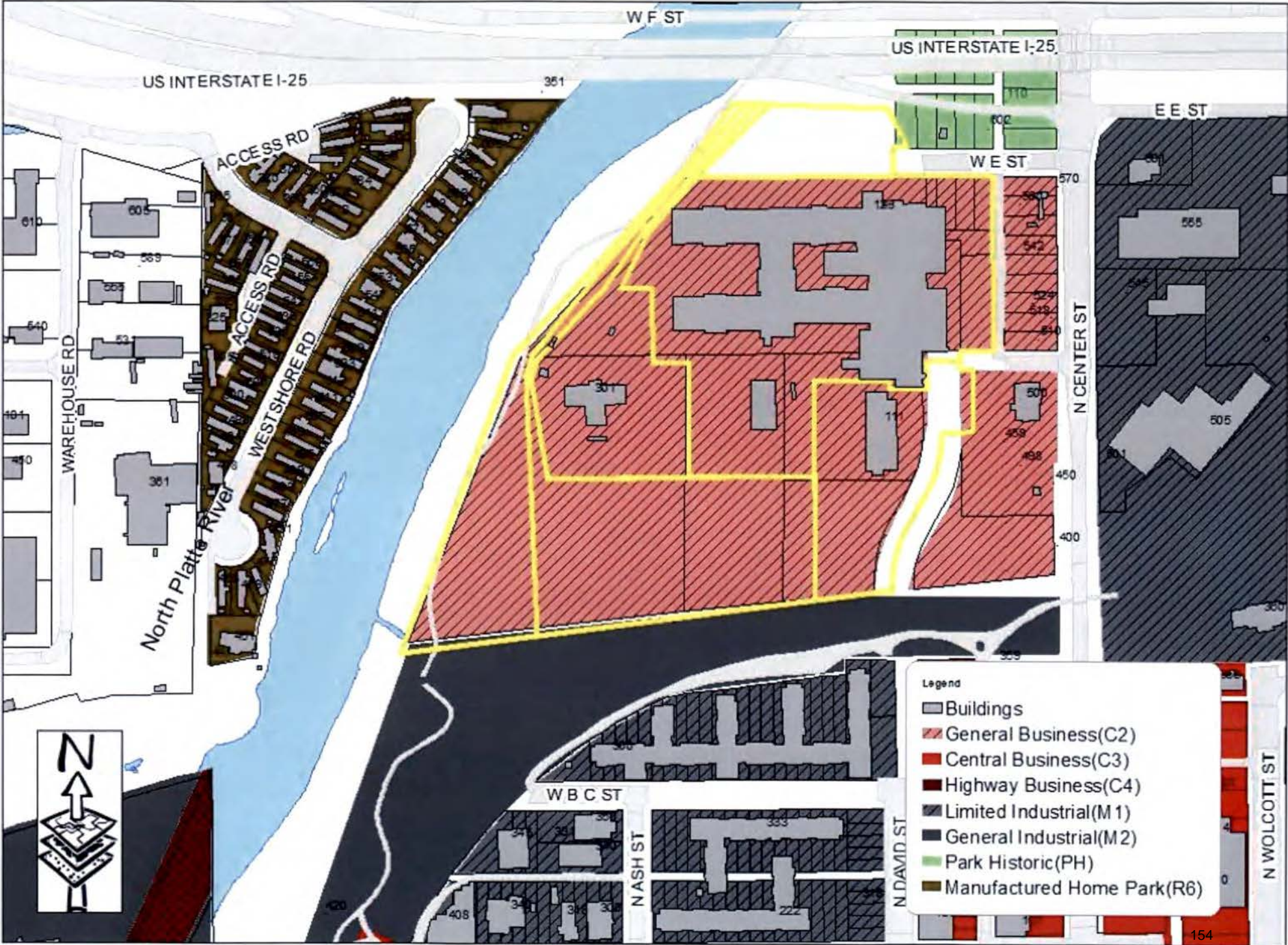
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Mayor

Replat/Zoning Creating the Pasadena Addition



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.

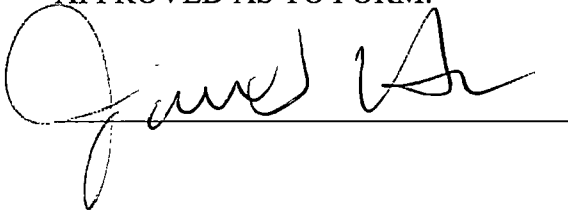
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PASSED on 1st reading the 1st day of November, 2022

PASSED on 2nd reading the 15th day of November, 2022

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

APPROVED AS TO FORM:



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


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

November 28, 2022

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

FROM: John Henley, City Attorney 

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

Meeting Type & Date:
Regular Council Meeting
December 6, 2022

Action type:
Third Reading

Recommendation:
That City Council consider the proposed ordinance on third reading.

Summary:

I. Recent Updates

On November 15, 2022, at the second reading of the proposed ordinance, a citizen correctly pointed out a grammatical error in the proposed ordinance. Find attached a proposed amendment to the ordinance, correcting a grammatical error in Section 9.08.020A.2, for Council to consider at third reading of the ordinance. The proposed amended language is shown in red ink.

II. Background

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

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

On November 1, 2022, the City Council 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 first reading “age” as a protected class was amended into the proposed ordinance.

At the November 8, 2022, work session, City Council discussed adding definitions and exceptions to the proposed ordinance. At the November 15, 2022, Council Meeting, an amendment was adopted adding various definitions and exceptions to the proposed Ordinance.

III. Information concerning Bostock v. Clayton County, Georgia

There are federal laws addressing employment, housing and public accommodation discrimination, but the reach of those statutes is generally directed at employers with a sizable workforce; the process has no urgency and can take years before a complaint is resolved. (See the *Bostock v. Clayton County, Georgia* bullet points attached; two of the three plaintiffs in the three cases heard by the U.S. Supreme Court had already passed away before the Supreme Court decided the issue.)

IV. Information concerning the Religious Freedom Restoration Act

An exception within the terms of the ordinance is the Religious Freedom Restoration Act (42 U.S.C. 200bb-1 through 2000bb-4). Concern has been voiced regarding the Statutes protection for a “person’s” exercise of religion. (See the attachment concerning the Religious Freedom Restoration Act)

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 as amended
Proposed Amendment Regarding Grammatical Error
Information Concerning Religious Freedom Restoration Act
Religious Freedom Restoration Act
Bostock v. Clayton County, Georgia Bullet Points

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. 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. 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.

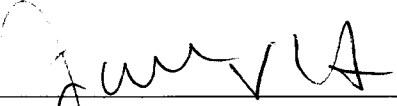
**The remainder of this page is intentionally left blank **

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:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

**Non-Discrimination Ordinance
Proposed Amendment Correcting a Grammatical Error**

Section 9.08.020

- 2. Injuring, defacing or destroying property of another.** ~~No person~~ **Whoever** 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.

Religious Freedom Restoration Act

An exception within the terms of the ordinance is the Religious Freedom Restoration Act (42 U.S.C. 2000bb-1 through 2000bb-4). Concern has been voiced regarding the Statutes protection for a “person’s” exercise of religion. The concern was that the reference to person was not broad enough to protect corporations. *Hobby Lobby v Sebelius*, a 2013 Tenth Circuit case, at page 1129 answered this question:

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

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

Public Law 103-141
103d Congress

An Act

Nov. 16, 1993
(H.R. 1808)

To protect the free exercise of religion.

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

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

SECTION 1. SHORT TITLE.

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

42 USC 2000bb.

SEC. 2. CONGRESSIONAL FINDINGS AND DECLARATION OF PURPOSES.

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

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

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

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

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

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

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

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

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

42 USC
2000bb-1.

SEC. 3. FREE EXERCISE OF RELIGION PROTECTED.

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

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

Bostock v. Clayton County, Georgia Bullet Points

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

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


- Donald Zarda worked as a skydiving instructor at Altitude Express in New York. After several seasons with the company, Mr. Zarda mentioned that he was gay and, days later, was fired.
- Aimee Stephens worked at a funeral home in Garden City, Michigan. When Stephens got the job, Stephens presented as a male. But two years into service with the company, Stephens began treatment for despair and loneliness. Ultimately, clinicians diagnosed Stephens with gender dysphoria and recommended that Stephens begin living as a woman.

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

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

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

October 18, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Keith McPheeters, Chief of Police
Taylor Gilbert, Police Fleet Coordinator

SUBJECT: City council to authorize the sole source purchase of equipment and installation of equipment in unmarked police vehicles by Communication Technologies, Inc. in the amount of ninety-one thousand, nine-hundred and thirteen dollars and 50/100 (\$91,913.50).

Meeting Type & Date

December 6, 2022

Action type

Resolution

Recommendation

City council to authorize the sole source purchase of equipment and installation of equipment in unmarked police vehicles by Communication Technologies, Inc. in the amount of ninety-one thousand, nine-hundred and thirteen dollars and 50/100 (\$91,913.50).

Summary

Five new marked police vehicles were purchased in accordance with the Police Department's fleet replacement schedule. These vehicles require upgrade and installation of emergency response lighting, communications and power accessories to match the existing police fleet equipment package. Communication Technologies, Inc. has all the necessary equipment and programming tools in stock and can have everything installed in the new units.

Financial Considerations

Funding for this purchase will come from Police Fleet capital funds.

Oversight/Project Responsibility

Taylor Gilbert, Police Fleet Coordinator

Attachments

Contract for Professional Services

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. Communication Technologies, Inc., 189 Progress Circle, Mills, Wyoming 82644 ("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 purchase and install new police lighting and equipment for five marked SUVs that must be equipped for use as marked police units.

B. The project requires professional services for the installation of the required equipment to match the existing fleet.

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: provide, install and test all items in five new police vehicles set forth in Attachment A, and provide the warranty set forth in Attachment B, which are hereby made a part of this Contract, in police vehicles. All services shall be performed in a workman like manner.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of November, 2024.

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 ninety-one thousand, nine hundred and thirteen dollars and 50/100 (\$91,913.50).

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

Wilho Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Communication Technologies, Inc.

By: _____

By: Jim L. Salazar

Printed Name: _____

Printed Name: Jim L. Salazar

Title: _____

Title: Shop Manager

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.

ATTACHMENT A



Communication Technologies Inc

1900 Elk Street. Rock Springs WY 82901 Phone: 307-382-5663 Fax: 307-382-7323

204 Tulip. Lander WY 82520 Phone: 307-332-6425

189 Progress Circle Mills. WY. 82644 Phone: 307-232-8870 Fax: 307-265-6578

Customer Name:	Casper Police Department	Date:	10/05/22
Contact Name:	Taylor Gilbert/ Scott Hoffman	Quote No.	5 PI Utility SUV
Address:			23716
City:	State:		
Phone:	Fax:		

Product/Service Name	Quantity	Price	Total
2021 PIU Marked x6			
Gamber Johnson			
2020+ Ford Police Interceptor® Utility Low Profile Console Box with Cup Holder, Rear Armrest, and Mongoose® Kit Item #7170-0734-04	5	\$835.00	\$4,175.00
7160-1337-01 CLOSE TO DASH - FORD PI UTILITY 2020+ Gamber Johnson	5	\$249.00	\$1,245.00
7160-1015 9.50" ADAPTER BRACKET, Gamber Johnson	5	\$45.00	\$225.00
7120-0799 HARDWARE BAG - 3 3/4" ARM FORCLOSE-TO-DASH MOUNTS Gamber Johnson	5	\$25.00	\$125.00
7160-0857 LOW PROFILE QUICK RELEASE KEYBOARD TRAY. Gamber Johnson	5	\$135.00	\$675.00
7160-0063 CIGARETTE LIGHTER ADAPTER KIT Gamber Johnson (248 216 215)	2	\$28.00	\$56.00
15371 DUAL USB PORT Gamber Johnson (239 248)	5	\$65.00	\$325.00
Motorola APX 1500-8500 Remote Head, APX Series Radio and XTL 2500/5000 Control Head Full Faceplate Item #7160-0321	5	\$0.00	\$0.00
3130-0156 PANEL - 4" BLANK, Gamber Johnson	5	\$0.00	\$0.00
SoundOff Signal 500 Series Remote Head Faceplate Item #20032	5	\$0.00	\$0.00
Equipment Storage Box for Electronics Item #7160-1048, Gamber Johnson	5	\$451.00	\$2,255.00
Soundoff Signal			

EMPLBLS155 EMPLB008QR-09Q - QE106012 55"/139cm 10-16 Volt MPOWER 6 INCH LED LIGHTBAR W/ LIN DSC TECHNOLOGY /D08//D08/D12 D12 D12 D12 D12 D12 D12\D08\D0 8VR_W//R_W/ R_W R_W R_W R_W B_W B_W B_W B_W B_W B_W D08 SILVER O D08 R_W CLEAR O B_W D08\D08\ D12 D12 D12 D12 D12 D12 D12 /D08//D08/R_W R_W R_A R_A R_A R_A B_A B_A B_A B_A B_ W B_W Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF32 Vehicle - Ford Explorer/PI SUV w/o Roof Rack (2020-22)	5	\$3,000.00	\$15,000.00
ENT3B3D Intersector Surface Mount 18 LED Dual Color Red/White Mirror Lights	5	\$196.00	\$980.00
ENT3B3E Intersector Surface Mount 18 LED Dual Color Blue/White Mirror Lights	5	\$196.00	\$980.00
PMP2BKUMB4 Surface Mount Intersector 3" or 4" mpower®, Stud or Quick Mount 2022 Ford PI Utility Brackets for the Mirror Lights	5	\$25.00	\$125.00
EMPS2QMS... mpower™ 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc. Black Housing. 18 LED, Tri Color - Red/Blue/White Rear 2 Lic Plate. Soundoff Signal License Plate Lights	10	\$144.00	\$1,440.00
EMPS1STS4RBW mpower® 3" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc. Black Housing, 12 LED, Tri Color - Red/Blue/White Grill Lights	10	\$144.00	\$1,440.00
EMPS2SMS4J mpower™ 4" Fascia Light w/ Screw Mount, 18" hardwire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/Blue. Tailgate Lift	10	\$144.00	\$1,440.00
ENGSA581RSP 500 Series Remote Siren with Button Control, 10- 16v for one 100 watt speaker	5	\$1,185.00	\$5,925.00
ENGLMK008 bluePRINT Link® Micro Module and Vehicle Harnessfor Ford Transit 2020-2021 Ford Explorer / Police Interceptor Utility (PIU) 2016-2021 Ford F150 2017-2020Ford F250-F550 2017-2022	5	\$390.00	\$1,950.00
ENGSYAT01 bluePRINT Sync® GPS Antenna	5	\$317.00	\$1,585.00
ENGHNK02 bluePRINT Remote Node Harness Kit	5	\$63.00	\$315.00
ENGND04101 bluePRINT Remote Node	5	\$284.00	\$1,420.00
C3900U C3900 Series 100 Watt Slimline Speaker	5	\$255.00	\$1,275.00
ECVDMTLAL00 Universal LED Dome Lights 6" Round w/Red Night Light. Soundoff Signal	5	\$83.00	\$415.00
EGTTE794H Opticom™ Infrared LED Emitter Module - Model 794H (non-lightbar version) includes Bracket & Mounting Hardware, 25 ft Cable w/ mating connector (248 216 215 239)	5	\$2,200.00	\$11,000.00

EWLPT003 Compartment Light. Soundoff Signal	5	\$72.00	\$360.00
Proguard - ProCell Prisoner Transport			
5W400BQWA P1000UINT20AOSB PG PRO-CELL SINGLE COMPARTMENT 1/2 CAGE Includes: 1/2 or Full Partition, Transport Seat, Floor Pan, Pair Window Bars, Lower Extension Panel(s), Poly Center Divider, Poly Window Cargo Barrier. & Outboard Seat Belts. Soundoff Signal	5	\$3,082.50	\$15,312.50
Other Parts			
WEI-004 Dual Gunlocks. Wieser	5	\$532.00	\$2,660.00
784XDXM4L 12D 14 PIN REALY	5	\$54.00	\$270.00
Custom Wire Harness Comtech	5	\$175.00	\$875.00
Custom Wire Harness	5	\$225.00	\$1,125.00
MMPK-1 Magnetic Mic	10	\$40.00	\$400.00
MRCB150 150 AMP Resettable Relay Breaker	5	\$54.00	\$270.00
361057 Bosch Relay	10	\$12.00	\$120.00
46096 Power Fuse Module	5	\$30.00	\$150.00
Installation of all New and Customer Provided Equipment for the 2021 Ford Police Interceptor	5	\$3,000.00	\$15,000.00
Installation Materials	5	\$200.00	\$1,000.00
Freight TBD			

Prices on this Estimate Are Good for 30 Days As Of The Date On This Quote.
2022 PIU Marked x5
Lead time on all orders are 8-12 weeks out.

Sub Total	\$91,913.50
Discount	
Taxes	
Total	\$91,913.50

Prepared by: Lori Kline
Communication Technologies 307-232-8870

ATTACHMENT B



Rock Springs, WY 307-382-5663 Millis, WY 307-232-8870 Lander, WY 307-332-6425
www.comtechradio.com

Please find the ComTech Warranty listed below:

We warranty all work for no less than thirty days after completion. In a case where obvious workmanship was unsatisfactory after the 30 day window, we will address the issue under warranty. We do not warranty labor to replace manufacturer defects in any electronic/mechanical devices. If any issues arises where the City of Casper believes ComTech should be held liable for repairs under warranty, you may contact us and make special considerations on a case by case basis.

Yours Truly

Jim Salazar

Shop Manager

Communication Technologies Inc.

A handwritten signature in cursive script, reading "Jim Salazar", is written over a horizontal line.

RESOLUTION NO. 22-211

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE BETWEEN COMMUNICATION TECHNOLOGIES INC., AND THE CITY OF CASPER.

WHEREAS, the City of Casper desires to purchase equipment and installation of equipment, including used equipment from decommissioned trade-in vehicles, in police vehicles by Communication Technologies, Inc.; and,

WHEREAS, equipment and installation of equipment will allow the Casper Police Department to outfit new police units with necessary police equipment; and,

WHEREAS, Communication Technologies, Inc., represents that it is ready, willing, and able to provide the equipment and installation as delineated in the Contract for Professional Services; and,

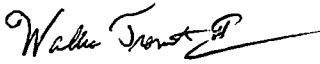
WHEREAS, the Casper Police Department desires to purchase of equipment and equipment installation in the amount of ninety-one thousand, nine-hundred and thirteen dollars and 50/100 (\$91,913.50)

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest a Contract for Professional Services ("Agreement") between the City of Casper, Wyoming and Communication Technologies, Inc.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above described Contract.

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 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 
Beth Andress, MPO Supervisor
Renee Hardy, MPO Technician

SUBJECT: Casper Area Transit Electric Fleet Conversion Study Professional Services
Contract in the amount of \$99,973.11

Meeting Type & Date:
Regular Council Meeting, December 6, 2022.

Action Type:
Resolution

Recommendation:
That Council, by resolution, approve the City of Casper's Contract for Professional Services with HDR Engineering, Inc. for the Casper Area Transit Electric Fleet Conversion Study in an amount not to exceed \$99,973.11.

The City is obligated to approve this contract as the MPO's fiscal agent.

Summary:
The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2023 UPWP included \$100,000.00 of matched federal funding for the Casper Area Transit Electric Fleet Conversion Study.

The Casper Area Transit Electric Fleet Conversion Study will provide information and planning-level details to the MPO and Casper Area Transit on the feasibility of the electrification of the Casper Area Transit fleet. The study will analyze the availability of electric vehicles, estimate the projected costs associated with conversion, identify barriers to fleet conversion, and identify potential sources of funding for conversion. The Federal Transit Administration is promoting the conversion of fossil fuel transit fleets, and this study will position the MPO and Casper Area Transit to take advantage of federal electric fleet conversion funding.

This study meets all the goals set forth in the 2020 update of the Long Range Transportation Plan: *Connecting Crossroads* including increasing transportation options for all modes, improving

safety and health for all residents, enhancing the region’s distinct character, promoting affordable and easy mobility solutions, and supporting the region’s diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on August 26, 2022. Two (2) consulting firms responded with a proposal by the September 23, 2022, deadline. Staff from the City of Casper Fleet Services, Casper Area Transit, City of Casper Community Development, and the MPO reviewed the proposals, and on October 12, 2022, selected HDR Engineering, Inc. following an interview based on the quality of the initial proposal, qualifications of proposed staff, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by May 30, 2023.

Financial Considerations:

The proposed contract shall not exceed \$99,973.11. Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$90,465.67
Local Match	9.51%	\$9,507.44
City of Casper	73.31%	\$6,969.91
Natrona County	15.80%	\$1,502.18
City of Mills	4.59%	\$436.39
Town of Evansville	3.37%	\$320.40
Town of Bar Nunn	2.93%	\$278.57
	Total	\$99,973.11

The Casper Area MPO Policy Committee approved the funding of \$100,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 16, 2022.

Oversight/Project Responsibility:

Beth Address, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 2022, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).

2. HDR Engineering, Inc., 601 Metz Drive, Gillette Wyoming 82717 (“Consultant”)

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City needs professional planning services for the Casper Area Transit Electric Fleet Conversion Study, hereinafter referred to as the “Project”.

B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.

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

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

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

1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project, Casper Area Transit Electric Fleet Conversion Study, and as described on Exhibit A (Scope of Services), attached and made a part of this Contract.

A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before May 30, 2023.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Ninety-Nine Thousand Nine Hundred Seventy-Three Dollars and Eleven Cents (\$99,973.11). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

C. The fixed fee profit of Ten Thousand Three Hundred Forty-Six Dollars and Seventy-One Cents (\$10,346.71) shall be paid as a percentage (12%) of the Adjusted Direct labor billed on each approved invoice, with any remainder to be paid upon final Agreement completion.

D. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.

B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.

C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to 10 percent (10%) of the Agreement amount until final Agreement completion is determined by the City.

D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL

PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

HDR Engineering, Inc., as Consultant:

By: Elizabeth Coday

By: Jason Kjenstad

Printed name: Elizabeth Coday

Printed name: Jason Kjenstad

Title: Office Manager

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (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.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, The Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should

it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and

workers' compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of twenty-five (25) pages; Exhibit A, Scope of Services consisting of three (3) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Consultant, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of five (5) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to,

acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.
- GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.
- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. Reserved for future use.
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

- b. Commercial General Liability Insurance. The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
- c. Business Automobile Liability Insurance. The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. Unemployment Insurance. The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:

- i. Exclusions from coverage;
- ii. Claims in progress which could significantly reduce the annual aggregate limit; and
- iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

MM. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

NN. Sovereign Immunity and Limitations. Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.

SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or

with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

Part III
FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this Contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this Contract as reasonably may be required.

2. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

4. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

6. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that

the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

8. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract

shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

10. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

11. TERMINATION

The City may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including Contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for services, the Consultant fails to perform in the manner called for in the Contract, or if the Consultant fails to comply with any other provisions of the Contract, the City may terminate this Contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

12. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 11 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

13. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 12 – Violation and Breach of Contract.

14. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 –Violation and Breach of Contract.

15. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

16. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

EXHIBIT “A”

SCOPE OF SERVICES

Casper Area MPO | Casper Area Transit Electric Fleet Conversion Study
Revised Scope of Work- Post Selection



Casper Area Transit Electric Fleet Conversion Study

1. Project Administration

- 1.1. **Project Management**
 - a. Project setup and monitoring
 - b. Progress reports and invoicing
- 1.2. **Project Meetings**
 - a. Project Kickoff Meeting
 - b. Biweekly Team Meetings
 - c. One (1) Project Manager site visit (TBD)
- 1.3. **Project Management Plan (PMP)**
 - a. Project Management Plan (PMP)
 - b. Quality Management Plan (QMP)

2. Existing Conditions

- 2.1. **Current Fleet Analysis**
 - a. Collect data for the current fleet, facilities, operations, and maintenance
 - b. Three team members (in-person) one-day visit to meet with staff and observe facilities
 - c. Develop Fleet Inventory
 - d. Identify Operations & Maintenance Needs

➤ *Deliverable: Existing Conditions Technical Memorandum*
- 2.2. **Market Assessment**
 - a. Document electric vans and cutaway vehicles available on the market
 - b. Identify electric vehicles that are good candidates for replacement vehicles for Casper Area Transit's fleet

➤ *Deliverable: Market Assessment Technical Memorandum*
- 2.3. **Policy & Legislative Impacts**
 - a. Review local, state, and federal policy and legislation related to electric vehicles

➤ *Deliverable: Policy & Legislative Impacts Memorandum*

3. Fleet Transition Analysis

3.1 Route Modeling Analysis

- a. Perform high-level mathematical analysis of fleet operations
- b. Model simulation will include:
 - Forecast energy consumption
 - Vehicle fueling/charging needs

1

- Peak Vehicle Requirements
 - Facility energy needs
 - Energy storage infrastructure
 - Energy dispenser infrastructure
- *Deliverable: Fleet Modeling & EV Transition Plan Memo*

4. Infrastructure and Training Needs

4.1 Infrastructure Assessment

- a. Perform a detailed gap analysis on infrastructure and facility requirements to identify future needs and opportunities
 - b. The gap analysis will consider at a minimum the following factors:
 - Battery Electric Bus (BEB) charging infrastructure considering plug-in charging, inductive charging, electrical equipment, transformers, and substations
 - Energy/fuel distribution requirements on-site and within the facilities
 - Supply and service requirements (in consultation with utility or fuel provider)
 - Key milestones in infrastructure upgrades
- *Infrastructure Needs Assessment Technical Memorandum*

4.2 Workforce Development & Training Needs

- a. Work with Casper Area Transit to create a Workforce Development Plan that will provide a framework to evaluate the skills of the existing workforce, identify skill gaps on an individual basis, and develop a plan to build and implement an effective training program for both bus operators and bus maintenance personnel
 - b. Develop a strategy for Casper Area Transit to partner with original equipment manufacturers (OEMs), local colleges and/or technical schools, and other industry specialists
- *Workforce Development Plan Memo*

4.3 Utility Coordination

- a. Work with Casper Area MPO staff to develop a partnership with utility staff including local account managers as well as policy staff responsible for developing EV programs
 - b. Coordinate with the utility to understand existing utility rates used in Casper Area Transit facilities and future utility rates being considered by the utility
- *Utility Partnership Technical Memorandum*

5. Financial Analysis and Funding Strategy

5.1 Financial Analysis

- a. Examine operating and performance data developed during the modeling efforts in Task 3 to identify operating and funding sources and create real-time economic scenarios
- b. Perform a financial analysis that will include, at minimum, impacts to the capital budget – such as vehicle purchase, fueling equipment, facility infrastructure upgrades and adaptations, as well as operational budget impacts, such as fuel, fleet maintenance, fleet

2

- overhauls, fueling infrastructure maintenance, operator hours, and training
- c. The projected costs for full transition will be estimated and provided in both nominal and net present value terms, compared to the baseline scenario

5.2 Funding Strategies

- a. Develop a roadmap strategy guided by the vehicle replacement plan when each vehicle, charger, and other capital expenses should be requested for each grant program
 - b. Identify innovative funding sources that Casper Area MPO may explore including public private partnerships, utility partnerships, charging-as-a-service, and battery leasing agreement
- *Financial Analysis & Funding Strategy Memo*

6. Zero Emission Bus Transition Plan

- a. Develop a BEB Transition Plan that includes each of the FTA-required elements to verify that the agency is well-positioned to apply for future FTA funding.
- Draft and Final BEB Transition Plan

7. Public Involvement Plan

- a. Create a public involvement plan for the project that will be focused on engaging and gathering input from stakeholders throughout the process
 - b. Work with Casper Area MPO to create a Stakeholder Advisory Committee, made up of key project stakeholders
 - c. Provide a 30-day comment period for the public to review the draft plan and provide feedback
- *Deliverables*
- Public Involvement Plan
 - Meeting Agendas and Summaries
 - Online Meeting
 - Final Involvement Report

The above preliminary scope of services was developed to address key tasks associated with the HDR team's proposal. We intend to discuss and fine-tune the scope and proposed hours with the Casper Area MPO after selection. Additional details to the scope may be added at that time to clarify expectations and deliverables.

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Casper Area Transit Electric Fleet Conversion Study; and,

WHEREAS, on October 12, 2022, the Consultant Selection Committee approved the hiring of HDR Engineering, Inc., 601 Metz Drive, Gillette Wyoming 82717, to complete the Casper Area Transit Electric Fleet Conversion Study; and,


WHEREAS, HDR Engineering, Inc., is willing, available, and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with HDR Engineering, Inc., to complete the Casper Area Transit Electric Fleet Conversion Study in accordance with the Agreement, for an amount not to exceed Ninety-Nine Thousand Nine Hundred Seventy-Three Dollars and Eleven Cents (\$99,973.11).

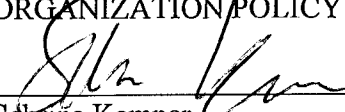
PASSED AND APPROVED THIS ___ day of _____, 2022.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE



Liz Becher
Community Development Director



Sabrina Kemper
Chairwoman

EXHIBIT "C"

NOTICE TO CONSULTANT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

During the performance of this HDR Engineering, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Jason Kjenstad, am the Vice President of and duly authorized representative of the firm of HDR Engineering, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

11-29-2022
Date

Jason Kjenstad
Signature

Jason Kjenstad
Printed Name

Vice President
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF South Dakota) ss

COUNTY OF Minnehaha) ss

I, Jason Kjenstad, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]
Vice President
Title

Subscribed in my presence and sworn to before me this 29th day of November, 2022, by:

[Signature]
Elizabeth Coday

Notary Public

8-8-2025
My Commission Expires

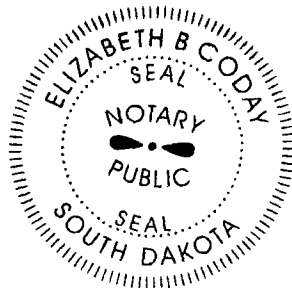


EXHIBIT "G"

FEE SCHEDULE

COST PROPOSAL

Casper Area Metropolitan Planning Organization
Casper, Wyoming 82601
AND
HDR ENGINEERING, INC.

Project No.
MPO 21-08

Casper Area Transit Electric Fleet Conversion Study

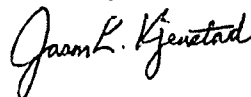
Prepared by:

HDR Engineering, Inc.
601 Metz Drive
Gillette WY 82717 -0457
(307) 228-6019

Public Involvement Fee	\$	<u>89,626.40</u>	Cost-Not-To-Exceed
	\$	<u>10,346.71</u>	Fixed Fee Profit

Total Fee: \$ 99,973.11

By



4-Nov-22

Date

Name	Title	2022 Hourly Rate (A)	Multiplier (2.549) (B)	FCCM (.001) (C)	Total Billing Rate*
Carly Macias	Project Manager	\$77.45	2.549	0.001	\$ 197.50
Rob Mowat	QA/QC	\$139.51	2.549	0.001	\$ 355.75
Thomas Stout	Route Modeling	\$94.86	2.549	0.001	\$ 241.89
Sean Everett	Electrical Engineer	\$73.00	2.549	0.001	\$ 186.15
Eric Rouse	Financial Analysis	\$134.75	2.549	0.001	\$ 343.61
Erika Priester	Graphic Designer	\$36.06	2.549	0.001	\$ 91.95
Mike Oakley	Principal	\$66.14	2.549	0.001	\$ 168.66
Ken Booth	Facility & Infrastructure	\$89.37	2.549	0.001	\$ 227.89
Justin Kraegel	Facility & Infrastructure	\$46.38	2.549	0.001	\$ 118.27
Katie Angell	Public Involvement	\$47.00	2.549	0.001	\$ 119.85
Tyler Hopkins	Traffic Engineer	\$37.91	2.549	0.001	\$ 96.67
Ally Carson	Public Involvement	\$27.04	2.549	0.001	\$ 68.95
Kelsey Gray	Graphic Designer	\$21.64	2.549	0.001	\$ 55.18
Christina Rodriguez	Public Involvement	\$44.28	2.549	0.001	\$ 112.91
Rebecca Morrison	Accounting / Controls	\$50.99	2.549	0.001	\$ 130.02
Carmen Heer	Administration	\$21.00	2.549	0.001	\$ 53.55

Billing rate does not include 12% fixed fee profit.

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST
MAN-HOUR ESTIMATE**

Strategic Communications					
Carly Macias	80	Man-hours @	\$77.45 /Hour	= \$	<u>6,196.00</u>
Rob Mowat	15	Man-hours @	\$139.51 /Hour	= \$	<u>2,092.65</u>
Thomas Stout	46	Man-hours @	\$94.86 /Hour	= \$	<u>4,363.56</u>
Sean Everett	28	Man-hours @	\$73.00 /Hour	= \$	<u>2,044.00</u>
Eric Rouse	22	Man-hours @	\$134.75 /Hour	= \$	<u>2,964.50</u>
Erika Priester	90	Man-hours @	\$36.06 /Hour	= \$	<u>3,245.40</u>
Mike Oakley	22	Man-hours @	\$66.14 /Hour	= \$	<u>1,455.08</u>
Ken Booth	12	Man-hours @	\$89.37 /Hour	= \$	<u>1,072.44</u>
Justin Kraegel	15	Man-hours @	\$46.38 /Hour	= \$	<u>695.70</u>
Katie Angell	50	Man-hours @	\$47.00 /Hour	= \$	<u>2,350.00</u>
Tyler Hopkins	115	Man-hours @	\$37.91 /Hour	= \$	<u>4,359.65</u>
Ally Carson	40	Man-hours @	\$27.04 /Hour	= \$	<u>1,081.60</u>
Kelsey Grey	20	Man-hours @	\$21.64 /Hour	= \$	<u>432.80</u>
Christina Rodriguez	17	Man-hours @	\$44.28 /Hour	= \$	<u>752.76</u>
Rebecca Morrison	10	Man-hours @	\$50.99 /Hour	= \$	<u>509.90</u>
Carmen Heer	10	Man-hours @	\$21.00 /Hour	= \$	<u>210.00</u>
DIRECT LABOR COST				= \$	<u>33,826.04</u>

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RESOLUTION NO. 22-212

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND HDR ENGINEERING, INC., FOR THE CASPER AREA TRANSIT ELECTRIC FLEET CONVERSION STUDY.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 16, 2022, for a Casper Area Transit Electric Fleet Conversion Study, not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and,

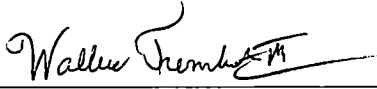
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in electric fleet conversion studies on August 26, 2022; and,

WHEREAS, the Project Selection Committee selected HDR Engineering, Inc., on October 12, 2022, to complete the Casper Area Transit Electric Fleet Conversion Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and HDR Engineering, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Ninety-Nine Thousand Nine Hundred Seventy-Three Dollars and Eleven Cents (\$99,973.11) for the Casper Area Transit Electric Fleet Conversion Study.

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

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

December 1, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Regional Response Grant 22-SHSP-RR2-RR-AET3 in the amount of
Thirty-One Thousand Four Hundred Dollars \$31,400.

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Resolution

Recommendation
That Council, by resolution, approve Regional Response Grant 2-SHSP-RR2-RR-AET3 in the amount of Thirty-One Thousand Four Hundred Dollars \$31,400 for Regional Response monitoring and radio equipment.

Summary
Regional Response Grant 22-SHSP-RR2-RR-AET3 in the amount of \$31,400 will be used to purchase regional response hazmat monitoring and radio equipment for use on regional response hazmat calls. This will be new equipment that will enhance our large area monitoring and remote communication capabilities. This grant provides full funding and does not require a match.

Financial Considerations
None

Oversight/Project Responsibility
Jason Speiser; Deputy Chief

Attachment
Grant Award Agreement Regional Response Grant 22-SHSP-RR2-RR-AET3.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2022

Subrecipient:	City of Casper
UEI #	HXH4C4Y14JR5
Federal Award Amount:	\$31,400.00
Period of Performance:	September 1, 2022 through August 31, 2024
CFDA #:	97.067
DHS Grant Code:	EMW-2022-SS-00077
Federal Award Date:	August 26, 2022
Project ID:	22-SHSP-RR2-RR-AET3

- 1. Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
- 2. Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **RERT #2 Casper Fire-EMS Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
- 3. Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2022 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2022 through August 31, 2024. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed thirty-one thousand, four hundred dollars and zero cents (\$31,400.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2022 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2022 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2022.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- E. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- F. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- G. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- H. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- I. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- J. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- K. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- L. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate

government authorities and that appropriate licenses, permits, or approvals are obtained.

- M. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- N. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- O. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- P. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Q. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- R. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- S. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- T. Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- U. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- V. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- W. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- X. Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment

pursuant to 2 C.F.R. Section 200.313.

- Y. Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 *et seq.*, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Z. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- BB. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- CC. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- DD. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases,

requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- EE. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- FF. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- GG. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- HH. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- II. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- JJ. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R.

Part 17 and 44 C.F.R. Part 19.

- KK. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- LL. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- MM. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- NN. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- OO. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- PP. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

- QQ. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- RR. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- SS. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- TT. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- UU. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- VV. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- WW. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- XX. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- YY. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.

Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient 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. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of nineteen (19) pages; and Attachment A, Project Description, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.

- M. 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.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. 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 below.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, 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. § 9-2-3204(b)(iv).
- S. 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement. If this Agreement is terminated or partially terminated, the subrecipient remains responsible for compliance with the requirements in §§ 200.344 and 200.345.
- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

Attested By:

Date

Printed Name and Title

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walter Tinsley

Attorney

10/14/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Brie M. Richardson # 226563

Brie M. Richardson, Assistant Attorney General

10/06/2022

Date

Attachment A: Project Description

Subrecipient City of Casper
Project ID: 22-SHSP-RR2-RR-AET3
IJ ID #: 9.8

The following submitted project(s) have been approved for the Federal Fiscal Year 2022 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none">• Purchase of 1 - weather station, 1 - MultiRae Pro Monitor, and 1 - ReaLink plus accessories (\$29,400) Radios accessories (\$2,000)	\$31,400.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2022 SHSP grant, please contact:

Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

RESOLUTION NO. 22-213

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER IN THE AMOUNT OF \$31,400

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Thirty-One Thousand Four Hundred Dollars (\$31,400); and,


WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Thirty-One Thousand Four Hundred Dollars (\$31,400). The grant funds will be used to purchase hazmat monitoring and radio equipment to use on Regional Response hazmat responses.

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 above described Grant Award Agreement.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above described Grant Award Agreement.

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

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

December 1, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief
SUBJECT: Regional Response Grant 22-SHSP-RR2-RR-AET1 in the amount of
Twenty Thousand Dollars \$20,000.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Resolution

Recommendation

That Council, by resolution, approve Regional Response Grant 22-SHSP-RR2-RR-AET1 in the amount of Twenty Thousand Dollars \$20,000 to purchase technical Rescue Gear.

Summary

Regional Response Grant 22-SHSP-RR2-RR-AET1 in the amount of \$20,000 will be used to purchase technical rescue gear to enhance our capabilities to align with current industry standards for technical rescue. This will be new equipment to compliment our current inventory to further enhance our technical rescue capabilities. This grant provides full funding and does not require a match.

Financial Considerations

None

Oversight/Project Responsibility

Jason Speiser; Deputy Chief

Attachments

Grant Award Agreement Regional Response Grant 22-SHSP-RR2-RR-AET1

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2022**

Subrecipient:	City of Casper
UEI #	HXH4C4Y14JR5
Federal Award Amount:	\$20,000.00
Period of Performance:	September 1, 2022 through August 31, 2024
CFDA #:	97.067
DHS Grant Code:	EMW-2022-SS-00077
Federal Award Date:	August 26, 2022
Project ID:	22-SHSP-RR2-RR-AET1

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **RERT #2 Casper Fire-EMS Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2022 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2022 through August 31, 2024. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed twenty thousand dollars and zero cents (\$20,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2022 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i)** Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii)** Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii)** Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2022 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2022.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- E. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- F. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- G. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- H. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- I. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- J. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- K. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- L. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate

government authorities and that appropriate licenses, permits, or approvals are obtained.

- M. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- N. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- O. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- P. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Q. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- R. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- S. **Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- T. **Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- U. **Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- V. **Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- W. **Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- X. **Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment

pursuant to 2 C.F.R. Section 200.313.

- Y. Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Z. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- BB. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- CC. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- DD. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases,

requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- EE. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- FF. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- GG. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- HH. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- II. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- JJ. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R.

Part 17 and 44 C.F.R. Part 19.

- KK. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- LL. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- MM. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- NN. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- OO. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- PP. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

- QQ. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- RR. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- SS. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- TT. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- UU. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- VV. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- WW. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- XX. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- YY. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.

Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient 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. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of nineteen (19) pages; and Attachment A, Project Description, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.

- M. 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.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. 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 below.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, 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. § 9-2-3204(b)(iv).
- S. 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement. If this Agreement is terminated or partially terminated, the subrecipient remains responsible for compliance with the requirements in §§ 200.344 and 200.345.
- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

Attested By:

Date

Printed Name and Title

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walter Tremblay

Attorney

10/17/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Brie M. Richardson #226558

Brie M. Richardson, Assistant Attorney General

10/07/2022

Date

Attachment A: Project Description

Subrecipient City of Casper
Project ID: 22-SHSP-RR2-RR-AET1
IJ ID #: 9.6

The following submitted project(s) have been approved for the Federal Fiscal Year 2022 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none">Purchase of allowable equipment as follows: 1 - rescue litter, 2 vacuum immobilizers, 1 winch kit, 1 vortex kit, 1 G rated rope, 2 clutches, 4 Mamba anchor straps.	\$20,000.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2022 SHSP grant, please contact:

Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

RESOLUTION NO. 22-214

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER IN THE AMOUNT OF \$20,000.

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Twenty Thousand Dollars (\$20,000); and,

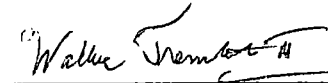
WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Twenty Thousand Dollars (\$20,000). The grant funds will be used to purchase Regional Response Technical Rescue Equipment.

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 above described Grant Award Agreement.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above described Grant Award Agreement.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

December 1, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Regional Response Grant 22-SHSP-RR2-RR-AET2 in the amount of
Thirty-Seven Thousand Nine Hundred Eighty-Eight Dollars \$37,998

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Resolution

Recommendation

That Council, by resolution, approve Regional Response Grant 2-SHSP-RR2-RR-AET2 in the amount of Thirty-Seven Thousand Nine Hundred Eighty-Eight Dollars \$37,998 for personnel to attend technical rescue training.

Summary

Regional Response Grant 22-SHSP-RR2-RR-AET2 in the amount of \$37,998 will be used for personnel to attend technical rescue training to enhance our capabilities to align with current industry standards for technical rescue. This will be supplemental training for continuing education to update and enhance skill sets. This grant provides full funding and does not require a match.

Financial Considerations

None

Oversight/Project Responsibility

Jason Speiser; Deputy Chief

Attachments

Grant Award Agreement Regional Response Grant 22-SHSP-RR2-RR-AET2

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2022**

Subrecipient:	City of Casper
UEI #	HXH4C4Y14JR5
Federal Award Amount:	\$37,998.00
Period of Performance:	September 1, 2022 through August 31, 2024
CFDA #:	97.067
DHS Grant Code:	EMW-2022-SS-00077
Federal Award Date:	August 26, 2022
Project ID:	22-SHSP-RR2-RR-AET2

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Addressing Emerging Threats** to improve the ability of **RERT #2 Casper Fire-EMS Department** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2022 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2022 through August 31, 2024. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed thirty-seven thousand, nine hundred ninety-eight dollars and zero cents (\$37,998.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2022 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i)** Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii)** Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii)** Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. **Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. **Nationwide Cybersecurity Review.** Subrecipient shall complete the 2022 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2022.

K. **Closeout.**

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. **Responsibilities of Agency.** The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- E. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- F. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- G. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- H. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- I. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- J. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- K. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- L. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate

government authorities and that appropriate licenses, permits, or approvals are obtained.

- M. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- N. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- O. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- P. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Q. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- R. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- S. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- T. Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- U. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- V. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- W. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- X. Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment

pursuant to 2 C.F.R. Section 200.313.

- Y. Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Z. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- BB. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- CC. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- DD. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases,

requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- EE. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- FF. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- GG. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- HH. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- II. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- JJ. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R.

Part 17 and 44 C.F.R. Part 19.

- KK. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- LL. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- MM. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- NN. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- OO. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- PP. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

- QQ. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- RR. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- SS. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- TT. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- UU. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- VV. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- WW. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- XX. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- YY. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.

Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient 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. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of nineteen (19) pages; and Attachment A, Project Description, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.

- M. 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.

- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.

- O. 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 below.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency 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
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, 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. § 9-2-3204(b)(iv).
- S. 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed,

either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement. If this Agreement is terminated or partially terminated, the subrecipient remains responsible for compliance with the requirements in §§ 200.344 and 200.345.
- W. 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

Attested By:

Date

Printed Name and Title

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

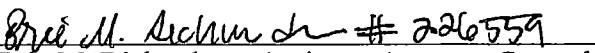


Attorney

10/17/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Brie M. Richardson, Assistant Attorney General

10/07/2022

Date

Attachment A: Project Description

Subrecipient City of Casper

Project ID: 22-SHSP-RR2-RR-AET2

IJ ID #: 9.7

The following submitted project(s) have been approved for the Federal Fiscal Year 2022 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none">• Funding awarded for allowable expenses to attend approved training including but not limited to Structural Collapse Specialist (Technician) course and Task Force Leader Instructor-Led Training course.	\$37,998.00

For questions regarding individual project eligibility, the scope of an approved project, or the 2022 SHSP grant, please contact:

Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

RESOLUTION NO. 22-215

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER IN THE AMOUNT OF \$37,998

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Thirty-Seven Thousand Nine Hundred Eighty-Eight Dollars (\$37,998); and,

WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Thirty-Seven Thousand Nine Hundred Eighty-Eight Dollars (\$37,998). The grant funds will be used for personnel to attend Regional Response Technical Rescue Training.

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 above described Grant Award Agreement.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above described Grant Award Agreement.

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

December 1, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation for the Midwest Avenue Reconstruction – Walnut Street to Poplar Street, Project No. 21-079.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action Type

Minute Action

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for the Midwest Avenue Reconstruction – Walnut Street to Poplar Street, Project No. 21-079, in the amount of \$1,063,895.00.

Summary:

The City of Casper is preparing to reconstruct Midwest Avenue from Walnut Street to Poplar Street. In conjunction with this work, WYDOT has allocated federal urban funds via the Metropolitan Planning Organization (MPO) Policy Committee, in the amount of \$2,000,000.00 to the project. Poplar Street is a WYDOT right-of-way.

Reconstruction includes a full rebuild of the street right-of-way corridor to replicate the design of recently completed improvements to Midwest Avenue including: new asphalt street and lane realignment, new sidewalk, bike lane, curb & gutter, driveway approaches, street and pedestrian lighting, landscaping, and full ADA compliance. The City of Casper plans enter into a separate contract with WWC Engineering for design and construction administration of the improvements, in the amount of \$281,456. WWC Engineering (WWC) was the Engineer for design and construction of the portions of the Midwest Avenue improvements completed in 2021, from David Street to Walnut Street.

Under the terms of a cooperative agreement with WYDOT, WYDOT will serve as the grantee and the City will provide construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The estimated cost for the improvements, including WYDOT's federal urban funds match, in the amount of \$2,000,000.00, the City's match, in the amount of \$1,063,895.00, and WWC's engineering design fees, in the amount of \$77,244.00, is \$3,141,139.00. The City of Casper would also be responsible for the construction administration fees of \$204,212.00.

The estimate includes a 15% rise in costs due to inflation and current market pricing. Electrical and landscaping costs were estimated higher in 2022 in comparison to 2021 costs as well.

The City's funding for this project will come from Capital Reserves.

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Community Development/MPO Division Staff

Attachments

- Resolution
- Two (2) Cooperative Agreements Between the Wyoming Department of Transportation and the City of Casper - Federal Project STPU-CA-CN01079.
- Proposed Fee Schedule from WWC Engineering
- Casper Midwest Avenue: Poplar to Walnut Opinion of Costs

Opinion of Costs

STREET DEPT.	UNIT	QTY	UNIT COST	TOTAL COST
Mobilization/Bonding/Insurance (7%)	LS	1		\$ 162,680.00
Remove Obstructions	each	1	\$ 20,000.00	\$ 20,000.00
Remove Curb & Gutter	FT	700	\$ 4.50	\$ 3,150.00
Remove Concrete Flatwork	SY	845	\$ 12.00	\$ 10,140.00
Remove of Storm Sewer System	LS	1	\$ 10,000.00	\$ 10,000.00
Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00
Frozen and Sedimentation Control	LS	1	\$ 1,666.00	\$ 1,666.00
Unclassified Excavation	CY	5,000	\$ 25.00	\$ 125,000.00
8" Concrete Pavement & 4" Crushed Base	SY	1,820	\$ 110.00	\$ 200,200.00
8" Colored Concrete Pavement & 4" Crushed Base	SY	120	\$ 75.00	\$ 9,000.00
4" Hot Plant Mix & 8" Crushed Base	SY	2,090	\$ 42.50	\$ 88,775.00
10' Bike Path	SY	675	\$ 70.00	\$ 47,250.00
Double Gutter (Approaches)	SY	1,000	\$ 100.00	\$ 100,000.00
Concrete Sidewalk	SY	2,250	\$ 56.00	\$ 123,750.00
Colored Concrete Sidewalk	SY	340	\$ 100.00	\$ 34,000.00
Concrete Beneath Pavers	SY	300	\$ 60.00	\$ 18,000.00
ADA Ramp	EA	16	\$ 1,000.00	\$ 16,000.00
Concrete to Hot Plant Mix Transition	SY	300	\$ 110.00	\$ 33,000.00
Curb & Gutter Type B	FT	1,350	\$ 42.50	\$ 57,375.00
Concrete Paver Crosswalk	SY	185	\$ 680.00	\$ 123,750.00
Preformed Pavement Markings	EA	9	\$ 450.00	\$ 4,050.00
Double Yellow Striping	FT	900	\$ 20.00	\$ 18,000.00
Solid White Striping	FT	1,200	\$ 15.00	\$ 18,000.00
Sign Posts and Panels	each	9	\$ 825.00	\$ 7,425.00
18" Pipe	FT	150	\$ 55.00	\$ 8,250.00
24" Pipe	FT	90	\$ 80.00	\$ 7,200.00
30" Pipe	FT	35	\$ 100.00	\$ 3,500.00
Storm Sewer Living	FT	495	\$ 50.00	\$ 24,750.00
Single Storm Sewer Inlet	each	6	\$ 3,720.00	\$ 22,320.00
Double Storm Sewer Inlet	each	7	\$ 5,000.00	\$ 35,000.00
Storm Sewer Manhole	each	6	\$ 6,000.00	\$ 36,000.00
Flowable Backfill	CY	10	\$ 120.00	\$ 1,200.00
Utility Adjustment: Manholes, Valve Boxes	each	10	\$ 750.00	\$ 7,500.00
				\$ 1,202,251.00

SANITARY DEPT.	UNIT	QTY	UNIT COST	TOTAL COST
Sanitary Sewer Manhole	each	1	\$ 7,500.00	\$ 7,500.00
Sanitary Sewer Point Repair	each	1	\$ 3,500.00	\$ 3,500.00
Sanitary Sewer Service	each	2	\$ 2,000.00	\$ 4,000.00
				\$ 15,000.00

WATER DEPT.	UNIT	QTY	UNIT COST	TOTAL COST
16" PVC Water Main	FT	200	\$ 75.00	\$ 15,000.00
Fire Hydrant Assembly	each	4	\$ 8,250.00	\$ 33,000.00
Removal of Existing Hydrant	each	4	\$ 1,000.00	\$ 4,000.00
16"X16" Tee	each	1	\$ 3,500.00	\$ 3,500.00
16" Bend	each	3	\$ 2,000.00	\$ 6,000.00
16" Gate Valve	each	2	\$ 10,000.00	\$ 20,000.00
Connect to Existing Water Main	each	1	\$ 7,500.00	\$ 7,500.00
Water Service Connection	each	5	\$ 2,250.00	\$ 11,250.00
Water Main Lowering	each	1	\$ 10,000.00	\$ 10,000.00
Fire Line Connection	each	2	\$ 5,000.00	\$ 10,000.00
				\$ 140,750.00

LANDSCAPE	UNIT	QTY	UNIT COST	TOTAL COST
				SUBTOTAL \$ 400,000.00

IRRIGATION	UNIT	QTY	UNIT COST	TOTAL COST
Irrigation System	LS	1	\$ 60,000.00	\$ 60,000.00
				\$ 60,000.00
				SUBTOTAL \$ 60,000.00


ELECTRICAL & LIGHTING	UNIT	QTY	UNIT COST	TOTAL COST
Decorative Light Pole	EA	22	\$ 10,000.00	\$ 220,000.00
Roadway Light Pole	EA	7	\$ 8,000.00	\$ 56,000.00
Conduit and Wiring for Street Lighting and Receptacles	LS	1.0	\$ 160,000.00	\$ 160,000.00
Relocation of Existing Overhead Power Pole & Conduit	LS	1.0	\$ 50,000.00	\$ 50,000.00
Street Lighting Electrical Service	LS	1.0	\$ 20,000.00	\$ 20,000.00
				\$ 506,000.00
				SUBTOTAL \$ 506,000.00

STREET DEPT	\$	1,202,251.00
SANITARY DEPT	\$	15,000.00
WATER DEPT	\$	140,750.00
LANDSCAPE	\$	400,000.00
IRRIGATION	\$	60,000.00
ELECTRICAL & LIGHTING	\$	506,000.00
MOBILIZATION & BONDING	\$	162,680.00
Construction Total	\$	2,486,681.07
Inflation & Current Market (15%)	\$	373,002.16
Engineering (Design & C.A.)	\$	281,456.00
Project Total	\$	3,141,139.23

APPROVAL AS TO FORM

I have reviewed the Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper (#70627 Federal Project STPU-CA-CN01079) and approve them as to form on behalf of the City of Casper, Wyoming.

Dated: 11/21/2022



Wallace Trembath III
Deputy City Attorney

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Project STPU-CA-CN01079
Casper Streets
Midwest Avenue (Poplar St. – Walnut St.)
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT) whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Casper (City) whose address is 200 North David Street, Casper, Wyoming 82601-1862.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the City and WYDOT desire to participate in the Surface Transportation Urban Program which is federally funded and administered by WYDOT. The City has heretofore designated the location and WYDOT has approved the location for the reconstruction of Midwest Avenue (hereinafter referred to as the “Roadway”), from the intersection of Poplar Street to the intersection of Walnut Street in the City of Casper which involves engineering, construction, and miscellaneous work, as shown in Exhibit A, Location Map, dated July 18, 2022, which is attached to and incorporated into this Agreement by this reference. WYDOT, the City, and the traveling public shall derive a benefit and advantage by reason of having the reconstruction of this Roadway completed.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through completion of the project. All services shall be completed during this term.
4. **Participation of Project Costs:**
 - A. WYDOT agrees to reimburse the City for the project costs at the rate of ninety and forty-nine hundredths percent (90.49%) of the cost of letting, construction and construction engineering as shown on Exhibit B, Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference. The City agrees to pay any funds above those authorized by WYDOT and matched by the City necessary to build this project. Any costs exceeding the **Two million dollars (\$2,000,000.00)** maximum available federal urban funds authorized by WYDOT, as shown on Exhibit C, Federal Award Information, which is attached to and incorporated into this Agreement by this reference, for this project will be borne by the City.

- B.** It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the project plans are developed and let to contract and that WYDOT will not reimburse the City for any amount in excess of the maximum federal urban funds shown in Exhibit B.
- C.** The costs shown on the Exhibit B are estimates only and the City understands that the final costs may be higher or lower. Rates may vary for the life of this project based on federal reviews and approval. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree upon and sign an amendment for the additional costs.
- D.** The Period of Performance shall be from the Term Start Date through September 30, 2025 and shall allow ninety (90) days for project closeout beyond completion of physical work on the project. The City shall commence and complete the project in a professional, economical and efficient manner. Project work shall commence upon receipt of a Notice to Proceed. Costs incurred prior to the Notice to Proceed and after the Budget Period referenced in Exhibit C will not be eligible for reimbursement. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed, and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the City may submit a request to WYDOT for an extension of time to complete the project, which shall not be unreasonably denied. The request shall be in writing to WYDOT's District Office. Failure of the City to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the City shall return to WYDOT any and all federal funds that have been paid to the project. No payment shall be made for work performed before the Effective Date of this Agreement. Should the City fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the City performs its duties and responsibilities set forth in this Agreement.
- E.** This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The City shall request a Unique Entity Identifier (UEI) through the System for Award Management (SAM.gov) and register their entity to do business with the United States Government, and provide its UEI to WYDOT. Additional information regarding this Act may be found at the following sites:

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

and

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

5. **Reimbursement.** WYDOT hereby agrees to reimburse the City for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.

6. **Responsibilities of the City:**

A. Invoice WYDOT in accordance with Sections 4 and 5 above.

B. The City or its consultant has performed Preliminary Engineering, to include engineering investigations, performing environmental studies, developing design plans, writing specifications and compiling final cost estimates in accordance with the AASHTO's *A Policy on Geometric Design of Highway and Streets, 2018 edition*, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).

C. The City shall acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the roadway shown in Exhibit A. When acquiring right-of-way and/or providing relocation assistance, the City shall meet requirements as set out in federal and state laws and rules associated with this type of activity. This will include signed documents from any landowners donating right-of-way indicating that they were made aware of the fact they could have received compensation for the acquisition. Also, appraisals and appraisal reviews must adhere to federal and state requirements. The City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein are considered null and void.

D. The City will perform utility adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

E. **Project Scope.** The City shall undertake and complete the Project as described and set forth below.

(i) **Project Description.** The City of Casper has hired a consultant to design the reconstruction of Midwest Avenue between Poplar Street and Walnut Street. The City of Casper shall:

(a) Complete all administrative requirements, including having at least one Local Project Administration (LPA) Certified staff member;

- (b) Submit project plans, applicable environmental documents, and traffic operational and safety analyses documents to WYDOT for review, construction quality assurance and proposed facilities within the WYDOT right-of-way, including revisions to same, and concurrence prior to project advertisement;
 - (c) Submit Plans, Specifications and Estimates along with bid documents to WYDOT for review and concurrence prior to project advertisement;
 - (d) Submit bid tabulations to WYDOT for review and concurrence prior to awarding the project;
 - (e) Monitor project progress and submit reimbursement requests to WYDOT's Budget Program at least once per quarter;
 - (f) After final bill is paid, submit it for reimbursement to WYDOT with Completion and Acceptance Certificate;
 - (g) Undertake and complete the project as described and set forth in the Contract Documents.
- F.** Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, and any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
- G.** Upon completion and acceptance of this project, the City shall maintain, at its sole expense, the roadway in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition. The City also agrees not to permanently close or abandon the roadway without written consent of WYDOT.
- H.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design or prior to the completion, due to the delay or actions by the City, the City shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

- I. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
- J. The City will let the project. WYDOT shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by the City. Likewise, WYDOT shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs shown on Exhibit B to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts.
- K. The City will be responsible for the construction engineering for this project by and in accordance with the plans and specifications.
- L. The City shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:
 - (i) Environmental Documentation: Contract Documents shall include the appropriate level of environmental review and analysis in accordance to 23 CFR 771, to include mitigation assessment where required.
 - (ii) National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the Contract Documents shall include the appropriate review and mitigation assessment.
 - (iii) Design Exceptions: Contract Documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
 - (iv) Buy America Provisions: requires the use of American steel and iron products, when specified in accordance to 23 CFR 635.410.
 - (v) Disadvantage Business Enterprises (DBE): DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
 - (vi) Required Federal Contract Provisions: Exhibit D, FHWA Form 1273 provisions, which are attached to and incorporated into this Agreement by this reference, shall apply to all work performed under this Agreement, including work performed by subcontract. All Contract Documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier

subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

- (vii) Contractor and subcontractor Certification for Suspension and Debarment.
- (viii) Manual of Uniform Traffic Control Devices (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the Contract Documents.
- (ix) Labor Rates: Contract Documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.
- (x) Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.
- (xi) Domestic Preferences for Procurement: Requires 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) in accordance to 2 CFR 200.322.
- (xii) Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment: Prohibits procuring, obtaining, extending, renewing or entering into contracts for equipment or services from manufacturers listed in 2 CFR 200.216.
- (xiii) Never Contract with the Enemy: Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants, and cooperative agreements that are expected to exceed fifty thousand dollars (\$50,000.00) within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities in accordance to 2 CFR 200.215.

M. Project administration must be performed by a public employee to be in responsible charge. The City shall appoint a public employee as the project

administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT LPA Certification Program. Any costs incurred as a result of the work completed by the project administrator, or supplies and other related costs, shall be included as overhead to the City and are not reimbursable under this award, unless the City has a WYDOT approved Indirect Cost rate.

- N.** Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and city ordinances. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the City may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising and be compliant with 23 CFR 635 Subpart A. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. Once this analysis is completed, the City shall make recommendation to WYDOT of low responsible and responsive bidder for WYDOT concurrence prior to contract award. WYDOT reserves the right to review all contract bids prior to contract award. Extra work and claims must be within the scope of contract.
- O.** Project inspections shall be conducted by the City or authorized representatives. WYDOT representatives may inspect the project at their discretion. The City shall notify WYDOT of final inspection and a WYDOT representative may accompany the City's representative on the final inspection. Prior to the final payment (normally the final ten (10) percent), the City shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116—Final Settlement and Payment. Additionally, the City shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.
- P.** If the City elects to use force account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the City to make a finding in the public interest. An inquiry into the public interest finding cannot exceed fifty thousand dollars (\$50,000.00). Requests for Force Account Work shall be evaluated in accordance to 23 CFR 635 Subpart B. Prior to the use of Force Account Work, the City must complete a Public Interest Finding on WYDOT Form LGC-PIF. WYDOT Form LGC-PIF must be submitted by the City for approval by the WYDOT.
- Q.** The City shall keep records and audit reports on file for three (3) years after the project is complete.

R. Restrictions, Prohibitions, Controls and Labor Provisions

- (i) **Equal Employment Opportunity.** In connection with the carrying out of the Project, the City shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The City shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, 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.
- (ii) **Disadvantaged Business Enterprise Requirements.**
 - (a) **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises (DBE), defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
 - (b) **DBE Obligation.** The City or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The City and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- (iii) **Title VI Civil Rights Act of 1964.** The City shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the City pursuant thereto.
- (iv) **Compliance with Elderly and Disabled Regulations.** The City shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.

- S.** Prior to proceeding with project bidding, the City must submit to WYDOT a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility

Clearance is the City's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with: Wyo. Stat. § 1-26-501, *et seq.*—the Wyoming Eminent Domain Act; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646; and the regulations of 49 CFR Part 24.

7. **Responsibilities of WYDOT:**

- A. WYDOT agrees to reimburse the City in accordance with Sections 4 and 5 above.
- B. WYDOT shall review project plans, applicable environmental documents, traffic operational and safety analyses, perform construction quality assurance and proposed facilities within the WYDOT right-of-way, including revisions to the same.

8. **Special Provisions.**

- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the City must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
- C. **Environmental Policy Acts.** The City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (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.
- E. **Kickbacks.** The City 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 the City 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.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. Limitations on Lobbying Activities.** By signing this Agreement, the City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. Mandatory Disclosures.** Per 2 CFR 200.113, the City 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.

- H. Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

- I. Nondiscrimination.** The City 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.

Federal law requires the City to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- J. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.

- K. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT and the Federal Highway Administration (FHWA) as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- L. Suspension and Debarment.** By signing this Agreement, the City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the City 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.
- M. Administration of Federal Funds.** The City agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by WYDOT.
- N. Copyright License and Patent Rights.** The City acknowledges that federal grantor, the State of Wyoming, and WYDOT reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the City purchases ownership using funds awarded under this Agreement. The City must consult with WYDOT regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. Federal Audit Requirements.** The City agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The City agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City 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.
- P. Non-Supplanting Certification.** The City hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City should be able to

document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. Program Income.** The City 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.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The City 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 City which are pertinent to this Agreement. The City 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 City which are pertinent to this Agreement. The City 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 City 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 Contracts.** WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- G. Compliance with Laws.** The City 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. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of seventeen (17) pages; Exhibit A, Location Map, consisting of one (1) page; Exhibit B, Summary of Project Costs, consisting of one (1) page; Exhibit C, Federal Award Information, consisting of one (1) page; and Exhibit D, Required Contract Provisions, Federal-Aid Construction Contracts, FHWA Form 1273, consisting of fifteen (15) pages, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** The City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the City's profession.
- K. 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.
- L. 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.

- M. 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.
- N. Independent Contractor.** The City 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 City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City 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 City 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 the behalf of the State of Wyoming or WYDOT. The City 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 City or the City's agents or employees as a result of this Agreement.
- O. Insurance Requirements.** The City 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.
- P. 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.
- Q. 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 City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to the 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.
- R. Patent or Copyright Protection.** The City recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the City or its subcontractors will violate any such restriction. The City shall defend and indemnify WYDOT for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- S. 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. § 9-2-3204(b)(iv).
- T. 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.
- U. 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 City 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.
- V. Taxes.** The City 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.
- W. 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 City fails to perform in accordance with the terms of this Agreement.
- X. 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.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

AA. 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.

BB. 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 City 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.

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

CITY OF CASPER, WYOMING

Fleur Tremel, City Clerk

Ray Pacheco, Mayor

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT
OF TRANSPORTATION**

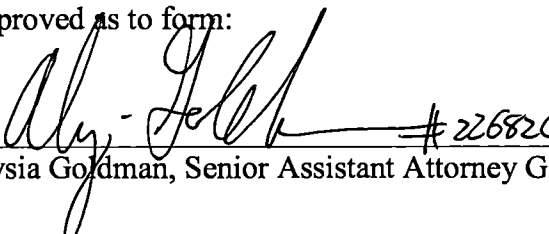
Caitlin Casner, Secretary
Transportation Commission of Wyoming

Mark J. Gillett, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:



Alysia Goldman, Senior Assistant Attorney General # 226820 10/31/22

Summary of Project Costs
 Federal Project STPU-CA
 Casper Streets
 Midwest Avenue (Poplar Street – Walnut Street)
 Natrona County

July 18, 2022

Costs were prepared by The City of Casper using 2022 costs.

<u>Item</u>	=	<u>Cost</u>	
Estimated Construction Costs (2023 costs)	=	\$2,859,683.00	
Construction Engineering (2023 costs)	=	\$204,212.00	
Total Direct Costs	=	<u>\$3,063,895.00</u>	[1]
Indirect Cost Allocation Plan (ICAP)		N/A	[2]
Total Project Costs = [1] + [2]	=	<u>\$3,063,895.00</u>	[3]

Funding Breakdown:

WYDOT’s Maximum Federal urban funds available through FY2023:		\$2,000,000.00	[4]
City’s Match Portion: (\$3,063,895.00 ÷ 0.9049) (0.0951)		\$321,998.00	[5]
City’s Overmatch: = [3] – [4] – [5] = \$3,063,895.00 – \$2,000,000.00 - \$321,998.00		\$741,897.00	[6]
Total City Portion = [5] + [6] = = \$321,998.00 + \$741,897.00		\$1,063,895.00	

- NOTE:
- 1) All costs shown are rounded to the nearest even dollar.
 - 2) The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

Federal Award Information - Required by 2 CFR § 200.331

Subrecipient Name: City of Casper

Subrecipient UEI: HXH4C4Y14JR5

Assistance Listing No.: 20.205

Assistance Listing Title: Highway Planning and Construction

Federal Award Identification Number (FAIN):
TBD

Federal Award Date: TBD

Subaward Period of Performance (Start and End date) estimate: Effective Date – 09/30/25

Federal Award Project Description:
Reconstruction of roadway

Federal Award this Agreement: \$2,000,000.00

Total amount of Federal Funds Obligated to Subrecipient by WYDOT: \$2,000,000.00

Total Amount of the Federal Award Committed to subrecipient: \$2,000,000.00

Awarding Federal Agency:
Federal Highway Administration

Pass-through Agency:
Wyoming Department of Transportation (WYDOT)

Federal Highway Administration:
Wyoming Division Office
Telephone: (307) 772-2101
Email: HDAWY@dot.gov

WYDOT Program Mgr.: Julianne Monahan
Telephone: 307-777-4178
Email: julianne.monahan@wyo.gov

WYDOT Contact for Confirmation of Funds:
Financial Services
Telephone: (307) 777-4469
Email: dotrevenue@wyo.gov

Indirect Cost Rate (ICAP): NA

Research and Development: No

Project Name: Casper Streets, Midwest Avenue (Poplar Street – Walnut Street)

Recipient County: Natrona

Agreement No.: 70627

Project No.: CN01079

Total Project Budget: \$3,063,895.00

Budget Period: 10/31/22 – 09/30/25

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long- standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1 Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary
Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1 To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1 During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4 If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SUPPLEMENTARY DOCUMENT FOR
FHWA-1273 – REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

Title 46 - Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

Title: Section 381 .7- Federal Grant, Guaranty, Loan and Advance of Funds Agreements. Context: Title 46- Shipping. CHAPTER II- MARITIME ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER J- MISCELLANEOUS. PART 381- CARGO PREFERENCE- U.S.- FLAG VESSELS.

§ 381.7 Federal Grant, Guaranty, Loan and Advance of Funds Agreements.

In order to insure a fair and reasonable participation by privately owned United States-flag commercial vessels in transporting cargoes which are subject to the Cargo Preference Act of 1954 and which are generated by U.S. Government Grant, Guaranty, Loan and/or Advance of Funds Programs, the head of each affected department or agency shall require appropriate clauses to be inserted in those Grant, Guaranty, Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381 .3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) *Agreement Clauses.* "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. "(2) Within 20 days following the date of loading for shipments

originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees-

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

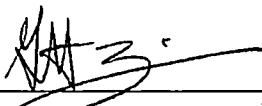
"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

(Reorganization Plans No. 21 of 1950 (64 Stat. 1273) and No. 7 of 1961 (75 Stat. 840) as amended by Pub. L. 91-469 (84 Stat. 1036) and Department of Commerce Organization Order 10-8 (38 FR 19707, July 23, 1973)) [42 FR 57126, Nov. 1, 1977]

Proposed Fee Schedule City of Casper MIDWEST AVENUE RECONSTRUCTION - Poplar to Walnut WWC Engineering July 18, 2022					Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1 Design Phase					448	\$59,844	\$17,400		\$77,244
A) Project Management					24	\$3,352			
B) Landowner Coordination					104	\$14,096			
C) Electrical Design/RMP Coordination					0		\$4,500		
D) WYDOT Coordination					32	\$5,024			
E) Utility Coordination (BHE, Spectrum, Lumen, Former BP)					32	\$4,552			
F) Water Main Design & DEQ Permitting					108	\$13,612			
G) BHA Landscaping & Irrigation Revisions					0		\$12,900		
H) Design Revisions & Plan Preparation					116	\$15,168			
I) Advertisement & Bidding					32	\$4,040			
2 Construction Administration					1623	\$193,712		\$4,000	\$197,712
A) Project Management					42	\$5,564			
B) Submittal Reviews					64	\$7,960			
C) Project Meetings					100	\$13,480			
D) Construction Inspection					1040	\$125,060			
E) Construction Staking					305	\$33,000		\$4,000	
F) Contractor Pay App Reviews					36	\$3,912			
G) Project Closeout					4	\$656			
H) As-Built Preparation					32	\$4,080			
3 Subconsultants (CA)							\$6,500		\$6,500
A) BHA Design (Streetscape and Landscape Design)							\$4,000		
B) Engineering Design Associates (Electrical)							\$2,500		
Subtotal Design & Construction Administration Fee									\$281,456

Note: Hourly rates used for calculation of labor costs are shown on the attached 2022 Schedule of Charges

Total Fee Upset Amount: \$281,456.00

Signed:  Date: 7/18/2022

Title: Project Manager

RESOLUTION NO. 22-216

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE MIDWEST AVENUE RECONSTRUCTION – WALNUT STREET TO POPLAR STREET, PROJECT NO. 21-079.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for reconstruction of the street right-of-way corridor on Midwest Avenue Reconstruction from Walnut Street to Poplar Street, Federal Project STPU-CA-CN01079; and,

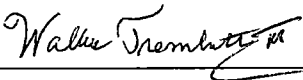
WHEREAS, the Wyoming Department of Transportation is able and willing to provide funds for the work in relation to the Cooperative Agreement.

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, a Cooperative Agreement with the Wyoming Department of Transportation for Midwest Avenue Reconstruction – Walnut Street to Poplar Street, Project No. 21-079, in the amount of One Million Sixty-Three Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$1,063,895.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed One Million Sixty-Three Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$1,063,895.00).

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 28, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Alex Sveda, P.E., City Engineer *AS*
Bruce Martin, Public Utilities Manager
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 1 with Crown Construction, LLC, for the Highland Park 96" Storm Sewer Replacement, Project No. 21-069.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type
Resolution

Recommendation

That Council, by resolution, authorize Change Order No. 1 with Crown Construction, LLC for a time extension for the Highland Park 96" Storm Sewer Replacement, Project No. 21-069.

Summary

The City of Casper entered into a contract with Crown Construction, LLC, in June 2022 for the Highland Park 96" Storm Sewer Replacement Project. The project includes 630 linear feet of 54" high density poly-ethylene (HDPE) slip-lining. This method will provide the least disruption to businesses, reduce the need for asphalt replacement in the parking lots, and will still provide hydraulic flow conditions to meet the needs of the pipe system. Miscellaneous nearby sanitary sewer repairs are also included in the project scope using a separate funding source. Construction of the improvements was to be substantially complete by October 28, 2022.

Change Order No. 1 is for a time extension of sixty-four (64) calendar days for Substantial Completion and two hundred one (201) calendar days for Final Completion. The time extension is solely based on difficulty in obtaining the HDPE pipe product specified for the project. The original supplier was not able to manufacturer the specified 54-inch diameter pipe (which is somewhat uncommon), and a new supplier had to be found. The proposed time extension will set December 31, 2022 for the Substantial Completion deadline and May 31, 2023 for the Final Completion deadline due to asphalt availability for final patching.

The City's Engineering Division has reviewed the change order proposal from Crown Construction, LLC, and recommends approval.

Financial Considerations

Funding for the project will not be affected by Change Order No. 1.

Oversight/Project Responsibility

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

Attachments

Change Order No. 1 Form

Contractor's Change Order Proposal

Resolution

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Highland Park 96" Storm Sewer Replacement
Project No. 21-069

DATE OF ISSUANCE: October 28, 2022

OWNER: City of Casper, Wyoming

CONTRACTOR: Crown Construction, LLC

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description. Price reduction due to project scope and budget.

Attachments. Memo

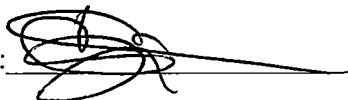
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>427,993.75</u>	Original Contract Time: (days or date) <u>Substantial completion: October 28, 2022</u> <u>Final completion: November 11, 2022</u>
Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>427,993.75</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: October 28, 2022</u> <u>Final completion: November 11, 2022</u>
Net Decrease/ Increase of this Change Order: \$ <u>0.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 64 (Substantial) and 201 (Final) --</u>
Contract Price with all approved Change Orders: \$ <u>427,993.75</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: December 31, 2022</u> <u>Final completion: May 31, 2023</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:



Contractor

BY:



Engineer

BY: _____

Owner



PO Box 664
Mills, Wyoming 82644

October 12, 2022

City of Casper
200 N. David Street
Casper, WY 82601

Scott Baxter:

Crown Construction received a quote from SECOR of Campbell County for Project #21-069 for the HDPE 54" pipe. When we ordered the pipe we asked about lead time, they said they weren't sure when because a manufacturer must be making a similar size pipe. They said they couldn't just make our small order due to the waste of materials getting to 54" pipe. Below is some of the text messages that we received from the supplier. We realized at this point that we needed to look for alternatives.

On September 2, 2022, we reached out to Pipe Reline Solutions to inquire if they offered an alternate material and supplier. September 28, 2022, the quote was submitted to Scott Baxter for approval. The order was placed on September 29, 2022, with Pipe Reline Solutions.

6/3/2022

From Chris (SECOR) – for 54" DR 32.5, the availability is unknown as it is run with like size and none on the schedule.

6/27/2022

Chris (SECOR)– How quick do they want the pipe?

Bruce (Crown) – Project has a completion date of around Halloween so at the latest mid-August.

7/6/2022

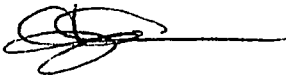
Chris (SECOR) – I am trying to get lead time buddy I will keep bothering them.

8/19/2022

Chris (SECOR) – I am trying to get a solid lead time as they have multiple quotes out for that size pipe, but wont just run the 650 without other orders.

Crown Construction LLC would like to request an extension on the 2022 Highland Park Storm Sewer Replacement Project #21-069 due to the unavailability of 54" HDPE pipe. The pipe has been ordered as of September 30, 2022 and will arrive in 4 to 6 weeks from that date. Crown Construction would like to move the substantial completion date to December 31, 2022, and the final completion of May 31, 2023, due to asphalt patching completion.

Sincerely.

A handwritten signature in black ink, appearing to be 'Carrie Cummings', written over a horizontal line.

Carrie Cummings
Crown Construction LLC
Office Manager

RESOLUTION NO. 22-217

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR A TIME EXTENSION FOR THE HIGHLAND PARK 96-INCH STORM SEWER REPLACEMENT, PROJECT NO. 21-069.


WHEREAS, the City of Casper desires to change the completion deadlines for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as Change Order No. 1 to the Agreement for a time extension of sixty-four (64) calendar days for Substantial Completion and two hundred one (201) calendar days for Final Completion for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069, and further described therein.

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, Change Order No. 1 to the Agreement with Crown Construction, LLC, for a time extension of sixty-four (64) calendar days for Substantial Completion and two hundred one (201) calendar days for Final Completion for the Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069, for those services.

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

APPROVED AS TO FORM:
(Highland Park 96-Inch Storm Sewer Replacement, Project No. 21-069)



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

November 15, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer *AS*
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Procurement of Goods Agreement with Metta Technologies, Inc., in the Amount of \$85,192.00, for the 2022 Solid Waste Portable Litter Fencing, Project No. 22-046.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Procurement of Goods Agreement with Metta Technologies, Inc., in the amount of \$85,192.00, for the 2022 Solid Waste Portable Litter Fencing, Project No. 22-046.

Summary

On Tuesday, November 15, 2022, one (1) bid was received for the 2022 Solid Waste Portable Litter Fencing, Project No. 22-046. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Metta Technologies, Inc.	Jackson, MI	\$85,192.00

The Solid Waste Division utilizes portable litter fencing to contain solid waste in areas where permanent litter fencing is not in place at the Casper Regional Landfill. The portable litter fencing allows Solid Waste staff to relocate fencing as needed with the changing weather conditions and landfill cell layouts. Along with the portable litter fencing, the contractor shall provide a five (5) year manufacturer's guarantee. The estimate prepared by the City Engineering Division was \$85,200.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. Since only one bid was received, no bidder preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Balefill Fund allocated to the Landfill Fencing. \$122,520 was budgeted for Landfill Fencing for FY23.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement (“**Agreement**”), dated as of the 6th of December, 2022, 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 Metta Technologies, Inc., a Michigan Corporation, with offices located at 8077 Fairview Court, Jackson, Michigan 49201 (“**Seller**”), and together with Buyer, the “**Parties**”, and each, a “**Party**”.

RECITALS

WHEREAS, Seller is in the business of selling Metta Technologies “The Bull Litter Fence with Canopy”; 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”, Exhibit “B”, and Exhibit “C” (the “**Goods**”) 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”, Exhibit “B”, and Exhibit “C” 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”, Exhibit “B”, and Exhibit “C”. If Seller delivers more than two hundred forty linear feet (240 LF) or less than two hundred forty linear feet (240 LF), the quantity of Goods specified in Exhibit “A”, Exhibit “B”, and Exhibit “C”, 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”, Exhibit “B”, and Exhibit “C” (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made FOB Delivery Location, Incoterms® 2010 Rules, in accordance with the terms set forth in Exhibit “A”, Exhibit “B”, and Exhibit “C”. 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, bill of lading and any other documents necessary to release the Goods to Buyer within thirty (30) 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 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", Exhibit "B", and Exhibit "C", as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs 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 a period of sixty (60) months from the Delivery Date, 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, and for a period of one (1) year after the date of 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 thirty (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: 200 North David Street
Casper, Wyoming 82601

Telephone: (307) 235-8341

Notice to Seller: 8077 Fairview Court
Jackson, Michigan 49201

Telephone: (419) 244-7916

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

Walter Tremel III

ATTEST

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

SELLER
Metta Technologies, Inc.

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

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

PROJECT IDENTIFICATION: City of Casper
**2022 Solid Waste Portable Litter Fencing
Project No. 22-046**

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 a Procurement of Goods Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 2 of the Procurement of Goods Agreement.
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. 22-046 Dated 11/9/2022
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: \$ 85,192.⁰⁰

TOTAL BASE BID, IN WORDS: Eighty five thousand one hundred ninety two DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Exhibit "B" - Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
- D. Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Metta Technologies, Inc (Anthony Rowe)
8077 Fairview Ct
Jackson, MI 49201

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.

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Metta Technologies, Inc (seal)
(Corporation's or Limited Liability Company's Name)

(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: Anthony Rowe (President)

Business Address: 8077 Fairview Ct
Jackson, MI 49201

Phone Number: 419-244-7916

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.)

Submitted on 11/9, 2022.

Bidder is bidding as a Non-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: _____

2022 Solid Waste Portable Litter Fencing, Project No. 22-046 (#8317860)

Owner: Casper WY, City of

Solicitor: Casper WY, City of

11/15/2022 02:00 PM MST

EXHIBIT "B" - BID SCHEDULE

Procurement Base Bid				Metta Technologies, Inc	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Portable Litter Fencing	LF	240	\$354.97	\$85,192.00
Procurement Base Bid Total:					\$85,192.00

EXHIBIT "C"

- DESCRIPTION AND QUANTITY OF GOODS:
 - Metta Technologies "The Bull Litter Fence with Canopy"
 - Overall Dimensions per unit.
 - Width: 24 feet.
 - Height with Canopy: 15 feet.
 - Depth: 8-foot outriggers can extend the depth to an unmatched 15 feet (three settings for outriggers, standard equipment).
 - Side Nets: Full height of back net and full width of base.
 - Weight: 3600 lbs.
 - Netting
 - Strong galvanized steel welded wire with black vinyl coating to protect it from the elements and allow litter to slide to the ground easily.
 - Dozer-blade Hooks
 - Vertical height adjustment: minimum 6 foot – 9 inches to a maximum of 12 foot – 7 inches.
 - Horizontal hook adjustment: 5 increments from 11 inches to 2 feet – 7 inches.
 - Warranty
 - Five Year Guarantee, as provided by the manufacturer.
 - Quantity
 - Two Hundred Forty Linear Feet (240 LF), or ten (10) units.
 - PRICE: Eighty-Five Thousand One Hundred Ninety-Two Dollars (\$85,192.00)
 - DELIVERY DATE: February 28, 2023
 - DELIVERY LOCATION: City of Casper Solid Waste Facility
Attn: David Jordan
1886 North Station Road
Casper, Wyoming 82601
 - SHIPPING TERMS: Delivery shall be made FOB Destination.

RESOLUTION NO. 22-218

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT WITH METTA TECHNOLOGIES, INC., FOR THE 2022 SOLID WASTE PORTABLE LITTER FENCING, PROJECT NO. 22-046.

WHEREAS, the City of Casper desires to procure new portable litter fencing for the Solid Waste Division; and,

WHEREAS, Metta Technologies, Inc., is ready, willing and able to provide these 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 Procurement of Goods Agreement with Metta Technologies, Inc., in the amount of Eighty-Five Thousand One Hundred Ninety-Two Dollars (\$85,192.00), to furnish new portable litter fencing.

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 22, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer 

SUBJECT: Authorizing a Contract for Professional Services with WWC Engineering in the amount of \$281,456, for the Midwest Avenue Reconstruction – Walnut Street to Poplar Street, Project No. 21-079.

Meeting Type & Date:

Regular Council Meeting

December 6, 2022

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with WWC Engineering in the amount of \$281,456, for the Midwest Avenue Reconstruction – Walnut Street to Poplar Street, Project No. 21-079.

Summary:

The Midwest Avenue Reconstruction – Walnut Street to Poplar Street Project is the third and final phase of a larger reconstruction project between Poplar Street and David Street. The final phase includes full reconstruction of the street section with added pedestrian amenities, including ADA accessible cross-walks, wide sidewalks, intersection “bulb outs”, trees, benches, and ornamental lighting. Utility upgrades are also planned for the water system and electrical lines.

WWC Engineering has performed the design and construction administration on the previous phases, including a preliminary design for the final phase. At the request of the City of Casper Engineering Division, WWC provided a proposed scope of work and fee proposal for final design and construction administration services. Staff has reviewed the proposal and recommends approval in order to begin this final phase of construction from Poplar Street to Walnut Street during the summer of 2023. WWC’s fee for the final design and construction administration services is \$281,456.

The scope of work includes landowner coordination, electrical upgrades, coordination with Rocky Mountain Power, City utility upgrades, final design revisions, final specifications, bidding support, construction progress meetings, review of shop drawings, review and recommendation of payments and change orders, construction inspections, materials testing, surveying, and as-built record drawings.

WWC Engineering
Midwest Avenue Reconstruction
Walnut Street to Poplar Street
Project No. 21-079

Financial Considerations:

The total project estimate for engineering and construction is \$3,141,139.00 (\$281,456 for engineering and \$2,859,683 for construction). WYDOT's federal urban funds grant will fund \$2,000,000.00 of construction costs. The City's match will be \$1,141,139.00 of engineering and construction costs (\$281,456 for engineering and \$859,683 for a construction match). The \$281,456 of WWC's engineering fees will be funded from \$253,636 from OC16 Streets, \$25,140 from Water Reserves, and \$2,680 from Sewer Reserves.

Oversight/Project Responsibility:

Alex Sveda, P.E., City Engineer

Attachments:

Resolution
Agreement

WWC Engineering
Midwest Avenue Reconstruction
Walnut Street to Poplar Street
Project No. 21-079

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 4th day of January, 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. WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, Wyoming 82609 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to reconstruct Midwest Avenue between Poplar Street and Walnut Street.

B. The project requires professional services for the engineering design and construction administration.

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

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

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

1. **SCOPE OF SERVICES:**

The Consultant shall perform the following services in connection with and respecting the project:

- A. The work described as Design Phase, Construction Administration, and Subconsultants (CA), all in the Proposed Fee Schedule from the Consultant dated July 18, 2022, attached hereto as Exhibit “A”, and made a part of this Contract.
- B. Advertising and Bidding for the reconstruction of Midwest Avenue between Poplar Street and Walnut Street.

C. Construction Administration for the reconstruction of Midwest Avenue between Poplar Street and Walnut Street:

1. General Administration of Construction Contract. Consultant shall consult with and advise City and act as City's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1996 edition) of the Engineers' Joint Contract Documents Committee, as amended by the Supplementary Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant, as assigned in said Standard General Conditions, as amended, shall not be modified, except as Consultant and City may otherwise agree in writing. All of City's instructions to Successful Bidder(s) (Construction Contractor(s)) will be issued through Consultant who will have authority to act on behalf of City to the extent provided in said Standard General Conditions, as amended, except as otherwise provided in writing. Contractor shall meet with City throughout the construction phase as deemed necessary by the Consultant or City, but not less than one (1) time per week.
2. Pre-Construction Conference. Consultant shall organize and conduct a pre-construction conference with the successful bidder, and shall invite representatives of all affected utilities, the City staff, and the project team. The Consultant will prepare minutes of this conference for future reference, and shall supply a copy to the City. At this conference, the Consultant will deliver not more than five (5) copies of the Contract Documents to the successful bidder.
3. Project Coordination. Consultant shall be responsible for coordination with the Department of Environmental Quality (DEQ) and other entities as required to construct the improvements, as well as with all affected property owners within the project areas. This shall include timely notification of construction activities as necessary and the procurement of all necessary certifications from the appropriate agency or agencies.
4. Visits to Site and Observation of Construction. In connection with observations of the Work of Contractor(s) while it is in progress:
 - a. Consultant shall make visits to the site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Consultant shall provide the services of a Resident Project Representative (RPR), and at least one (1) full-time assistant (or as agreed) at the site to assist Consultant and to provide continuous observation of such Work. Based on information

obtained during such visits and on such observations, Consultant shall endeavor to determine if such Work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work. The RPR and the assistant will be on site for an average of six (6) hours per day, depending on the activities of the Contractor(s) and the progression of the Work.

b. The RPR will be Consultant's agent or employee and under Consultant's supervision.

i. The purpose of Consultant's visits to and representation by the RPR at the site will be to enable Consultant to carry out the duties and responsibilities assigned to, and undertaken by, Consultant during the construction phase, and, in addition, by exercise of Consultant's efforts as an experienced and qualified design professional, to provide City with a degree of confidence that the completed Work of Contractor(s) will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). Subject to other terms of this agreement, Consultant shall not, during such visits or as a result of such observations of Contractor(s)' Work in progress, supervise, direct, or have control over Contractor(s)' Work, nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with Laws and Regulations applicable to Contractor(s) furnishing and performing their Work.

ii. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor(s), nor assume responsibility for Contractor(s)' failure to furnish and perform their Work, in accordance with the Contract Documents. During such visits, and based on his on-site observations, as an experienced and qualified design professional, Consultant shall keep City informed of the progress of the Work, and will alert City to defects and deficiencies in the Work of Contractor(s) and may disapprove or reject Work as failing to conform to the Contract Documents.

c. Consultant shall prepare daily reports of the Contractor(s)' activities and maintain an accurate daily "construction diary". Construction diary shall contain notes of materials installed and all relevant conversations with the Contractor(s) or other entities on behalf of the City, a copy of which shall be given to City no less frequently than one (1) time each week during construction of the Project.

d. Consultant shall maintain a photograph log during the course of construction. Photograph notations shall contain the direction of the photo, a brief description of the activity and date, and the image name. The photograph log shall be delivered to the City upon completion of the Project. Photographs shall be taken randomly during critical stages of construction, but in no event shall they be taken less than once a week.

e. Consultant shall maintain a correspondence file including but not limited to all memoranda, correspondence, and minutes of the progress meetings.

f. During construction, progress meetings to include City's representative, Consultant, and Contractor(s) and subcontractors, as applicable, shall be held on a weekly basis. Consultant shall be responsible for keeping minutes of these progress meetings and for circulating the minutes to all attendees within four (4) days following the meeting.

g. In order to track progress of construction, Consultant shall prepare weekly progress reports to be provided to the City. This report shall include information on major progress during the past week, assess construction progress with respect to the Contractor(s)' construction schedule, and note any outstanding claims or potential changes in the scope of the project as identified or conveyed to Consultant during that week of construction activity. Consultant shall sign this report and obtain a signature from the Contractor(s) that he is in agreement.

5. Construction Staking. Consultant shall provide limited construction staking services for the Contractor(s), as follows:

a. Establish horizontal and vertical control for construction.

b. All staking will be done once, and Contractor(s) will be responsible for additional staking at his cost.

6. Defective Work. During such visits and on the basis of such observations, Consultant may disapprove of or reject Contractor(s)' Work while it is in progress if Consultant believes that such Work does not conform to the

Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

7. Interpretations and Clarifications. Consultant shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith evaluate, prepare and process Work Directive Changes and Change Orders as required, for submittal to City.
8. Shop Drawings. Consultant shall review and approve, or take other appropriate action with respect to, Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto.
9. Substitutes. Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).
10. Inspection and Tests. Consultant shall provide for material testing as specified in the Contract Documents.
11. Disputes between City and Contractor. Consultant shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder, and make decisions on all claims of City and Contractor(s) relating to the acceptability of the Work thereunder, or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Consultant shall not be liable for the results of any such interpretations or decisions rendered in good faith. City reserves the right to render final decisions on all Contractor(s) claims, acceptability of the Work, and interpretation of the requirements of the Contract Documents.
12. Applications for Payment. Based on Consultant's on-site observations as an experienced and qualified design professional, on information provided by the RPR and on review of Applications for Payment and the accompanying data and schedules:
 - a. Consultant shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to City, based on such observations and review, that the Work has progressed to the point indicated, and that, to the best of Consultant's knowledge, information and

belief, the quality of such Work is in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract documents, and to any other qualifications stated in the recommendation). In the case of Unit Price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of such Work (subject to any subsequent adjustments allowed by the Contract Documents).

b. By recommending any payment, Consultant will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Consultant to check the quality or quantity of Contractor(s)' Work as it is furnished and performed beyond the responsibilities specifically assigned to Consultant in this Contract and the Contract Documents. Consultant's review of Contractor(s)' Work for the purposes of recommending payments will not impose on Consultant responsibility to supervise, direct or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s)' compliance with Laws and Regulations applicable to their furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

13. Contractor(s)' Completion Documents. Consultant shall receive and review tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of tests and approvals the results certified indicate compliance with, the Contract Documents), and shall transmit them to City with written comments.
14. Walk-Through. Consultant shall conduct a walk-through to determine if the Work is Substantially Complete and a final walk-through to determine if the completed work is acceptable so that Consultant may recommend, in writing, final payment to Contractor(s) and may give written notice to City and the Contractor(s) that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to limitations expressed in paragraph I.C.12.b. above.

15. Record Drawings. The Consultant shall maintain a regularly updated set of "as-constructed" field prints indicating Consultant(s)' observations of "as-constructed" Work performed by the Contractor(s). Within thirty (30) days after Substantial Completion, Consultant shall deliver to the City Engineering Office one (1) set of reproducible record drawings (11x17 paper copy) showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor to Consultant. Consultant shall also provide to City a copy of record drawings of the Project in AutoCAD and PDF format labeled as "*Record Drawings – Midwest Avenue Reconstruction (Poplar to Walnut) - Project No. 21-079*". The AutoCAD record drawings shall utilize the Natrona Regional Geospatial Cooperative (NRGC) standard template at the following link: <http://www.casperwy.gov/cms/one.aspx?pageId=87224>.
16. Warranty Period Inspections. Consultant shall perform warranty period inspections for completed construction, during a one (1) year period after Final Completion of the construction phase. Warranty inspections shall include, but not be limited to, assisting City in addressing public complaints concerning construction deficiencies during the warranty period, attending an on-site project inspection walk-through of the project and preparing a listing of noted construction deficiencies at approximately eleven (11) months after the Final Completion date for construction, and follow-up.
17. Change Orders. Consultant shall evaluate and make recommendations for all requests for change orders during the construction of the Work. Consultant shall prepare and submit construction change orders along with all necessary documentation to the City for approval.
18. Limitation of Responsibilities. Unless otherwise provided for in this Contract, Consultant shall not be responsible for the acts or omissions of any Contractor(s), or of any Subcontractor or Supplier, or any of the Contractor(s)' or Subcontractor(s)' or Supplier(s)' agents or employees or any other persons (except Consultant's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' Work; however, nothing contained in paragraphs 1.C.1. through 1.C.17. inclusive above shall be construed to release Consultant from liability for failure to properly perform duties and responsibilities assumed by Consultant in the Contract Documents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 29th day of December 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated a not-to-exceed ceiling amount of Two Hundred Eighty-One Thousand Four Hundred Fifty-Six Dollars (\$281,456).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walter Tremel II

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
WWC Engineering

By: Amy Taucher

By: Garrett Zimmer

Printed Name: Amy Taucher

Printed Name: GARRETT ZIMMER

Title: Administrative Assistant

Title: CIVIL ENGINEER

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books,

documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal

governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage

for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

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

15. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

16. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected

to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Exhibit "A"

Proposed Fee Schedule City of Casper MIDWEST AVENUE RECONSTRUCTION - Poplar to Walnut WWC Engineering July 18, 2022	Total HRS	Total Labor Cost	Sub- Consultants	Total Expense Cost	Total Labor & Expenses
1 Design Phase	448	\$59,844	\$17,400		\$77,244
A) Project Management	24	\$3,352			
B) Landowner Coordination	104	\$14,096			
C) Electrical Design/RMP Coordination	0		\$4,500		
D) WYDOT Coordination	32	\$5,024			
E) Utility Coordination (BHE, Spectrum, Lumen, Former BP)	32	\$4,552			
F) Water Main Design & DEQ Permitting	108	\$13,612			
G) BHA Landscaping & Irrigation Revisions	0		\$12,900		
H) Design Revisions & Plan Preparation	116	\$15,168			
I) Advertisement & Bidding	32	\$4,040			
2 Construction Administration	1623	\$193,712		\$4,000	\$197,712
A) Project Management	42	\$5,564			
B) Submittal Reviews	64	\$7,960			
C) Project Meetings	100	\$13,480			
D) Construction Inspection	1040	\$125,060			
E) Construction Staking	305	\$33,000		\$4,000	
F) Contractor Pay App Reviews	36	\$3,912			
G) Project Closeout	4	\$656			
H) As-Built Preparation	32	\$4,080			
3 Subconsultants (CA)			\$6,500		\$6,500
A) BHA Design (Streetscape and Landscape Design)			\$4,000		
B) Engineering Design Associates (Electrical)			\$2,500		
Subtotal Design & Construction Administration Fee					\$281,456

Note: Hourly rates used for calculation of labor costs are shown on the attached 2022 Schedule of Charges

Total Fee Upset Amount: \$281,456.00

Signed: 

Date: 7/18/2022

Title: Project Manager

RESOLUTION NO. 22-219

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WWC ENGINEERING FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE MIDWEST AVENUE RECONSTRUCTION, POPLAR TO WALNUT, PROJECT.

WHEREAS, the City of Casper desires to secure an engineering firm to provide design and construction administration services for the Midwest Avenue Reconstruction, Poplar to Walnut, Project; and,

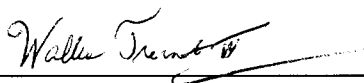
WHEREAS, WWC Engineering is able and willing to provide those professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with WWC Engineering, in the amount of Two Hundred Eighty-One Thousand Four Hundred Fifty-Six Dollars (\$281,456) for services more specifically delineated in the contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions, using appropriate funds, throughout the project as prescribed by the Contract, for a total amount not to exceed Two Hundred Eighty-One Thousand Four Hundred Fifty-Six Dollars (\$281,456).

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

WWC Engineering
Midwest Avenue Reconstruction, Poplar to Walnut
Project No. 21-079

December 1, 2022

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

FROM: John Henley, City Attorney 

SUBJECT: A Resolution Authorizing the Mayor to Sign a Letter in Support of Ryan Patrick Larsen and Sarah Alyce Larsen Providing Assistance to Children from the Ukraine.

Meeting Type & Date:

Pre-Meeting and Regular Council Meeting
December 6, 2022

Action type:

Resolution

Recommendation:

That City Council discuss the Resolution and letter dated December 6, 2022, attached hereto, and authorize the Mayor to sign a letter in support of Ryan Patrick Larsen and Sarah Alyce Larsen providing respite care to children that have been evacuated from the Ukraine due to military aggression.

Summary:

A Wyoming non-profit named Host Orphans Worldwide has established a program of respite care and education, for specified children evacuated from the Ukraine, in the United States. Ryan Patrick Larsen and Sarah Alyce Larsen, a well-known and respected family in Natrona County, desire to provide respite care to those children through the Host Orphans Worldwide program. Mr. and Mrs. Larsen are requesting the City Council to authorize the Mayor to sign a letter dated December 6, 2022, attached hereto, in support of the Larsen's providing respite care to children evacuated from the Ukraine due to military aggression.

Find attached a proposed resolution and a copy of the letter for Council's consideration.

Financial Considerations:

None

Oversight/Project Responsibility

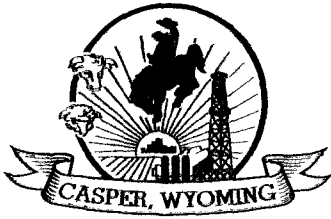
City Attorney's Office

Attachments

Resolution

Letter dated December 6, 2022

Letter dated November 11, 2022, from Host Orphans Worldwide



OFFICE OF THE MAYOR

CITY OF CASPER

200 NORTH DAVID STREET
CASPER, WYOMING 82601-1815
PHONE (307) 235-8224
FAX: (307) 235-8313
www.cityofcasperwy.com

December 6, 2022

Ministry of Social Policy of Ukraine
8/10 Esplanadna Str.
Kyiv, Ukraine 01601

Dear Ministry of Social Policy of Ukraine:

I, as the Mayor of the City of Casper, Wyoming, USA, along with the Casper City Council members on behalf of Ryan Patrick Larsen & Sarah Alyce Larsen, together with all the persons involved, have the desire to provide assistance to children from Ukraine who were evacuated from the territory of Ukraine due to the military aggression of the Russian Federation.

The international organization Host Orphans Worldwide has offered to organize and implement a program of respite care and education for specified evacuated children from Ukraine in the United States.

However, at present, in accordance with Paragraphs 6-3 of the Procedure for organizing the departure of children abroad for rehabilitation and recreation, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 1167 dated November 10, 2021 (as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 661 dated June 10, 2022), for the period of martial law in Ukraine, rehabilitation and recreation abroad for orphans, children deprived of parental care, in families is prohibited (rehabilitation and recreation of such children are allowed only as part of organized groups only on the territory of the state in which they are staying).

The implementation of the respite care and education program for specified evacuated children from Ukraine in the U.S., developed by the international organization Host Orphans Worldwide, would allow these children to receive care and home comfort while staying with families. Many of these children have previously spent time with American families and have relationships with them. Families will comply with all requirements necessary established by Ukrainian legislation and competent authorities of Ukraine.

We are aware that after the end of the war or at the request of authorized Ukrainian officials, the evacuated Ukrainian child/children who will stay in the City of Casper, Wyoming, USA, will need to be returned to Ukraine. The family has signed a notarized guarantee that they will return the child/children to Ukraine upon request. I am under the understanding that this family has passed all requirements of the International Organization - Host Orphans Worldwide.

Considering that the respite care and education of the specified evacuated children from Ukraine in the United States would be in the best interests of these children, I, together with all persons involved, would like to officially request to initiate the following amendments to the Procedure for organizing the departure of children abroad for rehabilitation and recreation, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 1167 dated November 10, 2021 (as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 661 dated June 10, 2022), namely: for the period of introduction of a state of emergency or martial law in Ukraine, to allow the rehabilitation and recreation of orphans and children deprived of parental care abroad in families, including outside the territory of the states to which orphans and children deprived of parental care were evacuated from Ukraine.

Sincerely,

Ray Pacheco
Mayor

HOST ORPHANS — WORLDWIDE —

27 Gargoyle Peak Ct., Gillette, WY 82716
1-307-299-3643 janelle@hostorphansworldwide.org

November 11, 2022

To: County/City/Town Officials

RE: Amendment for Selected Ukrainian Orphans

Host Orphans Worldwide (HOW) is a nonprofit 501c3 organization that is dedicated to serving orphans worldwide. We are currently trying to provide care for specific Ukrainian orphans by moving them into families with whom they already have relationships in the United States. On October 7, 2022, I, along with Congressmen, Senate of Foreign Relations, Senate offices, and several attorneys met with officials at the Ministry in Kiev. In that meeting, it was stated that the law could be amended for our group to bring select orphans that have the proper status, as long as they were registered with an organization under local executive knowledge and acceptance. For approval to be officially obtained the Ministry has to get approval from three coordination groups, headed by two deputy prime ministers and the Commissioner of the President of Ukraine for Children. This is why I am writing to request your support in this effort.

In order for this to be approved by the Ministry of Social Policy in Ukraine and other departments, we need a letter from a local executive official in the family's area. This letter needs to formally request to initiate the process of an amendment to the Procedure for organizing the departure of children abroad for rehabilitation and recreation, approved by Resolution 1167 of the Cabinet of Ministers of Ukraine dated November 10, 2021 (as amended by Resolution 661 of the Cabinet of Ministers of Ukraine dated June 10, 2022), namely: rehabilitation and recreation of orphans and children deprived of parental care abroad in families, including outside the territory of the states to which orphans and children deprived of parental care were evacuated from Ukraine should be permitted for the period of introduction of the state of emergency or martial law on the territory of Ukraine. The letter also needs to state that you are aware of the child/children in your area, that you are in support of this program and that you understand that the child/children will need to return to Ukraine when it is deemed appropriate.

The family listed below has completed the proper documents and steps to provide care of mental, medical, dental, and educational needs of children. The child will be monitored by the organization the entire duration of stay in the United States.

Ryan Patrick Larsen & Sarah Alyce Larsen will be providing care for Ukrainian orphans.

Please use the form letter below to be printed on the official County/City/Town letterhead.

It would be wonderful if you could sign and notarize a letter (see form letter below) for this family. This is a chance for them and you to help Ukraine during this time of need. If you have any questions please reach out to me at any time. My contact information is listed above. Thank you so much for your time and consideration in this matter.

God bless,

Janelle Pfeil

Janelle Pfeil

Executive Director

Host Orphans Worldwide

Ministry of Social Policy of Ukraine
8/10 Esplanadna Str., Kyiv, Ukraine, 01601
E-mail: info@mlsp.gov.ua

November 11, 2022

To: Ministry of Social Policy of Ukraine

I, as a representative of *(City/County)*, *(State)*, *USA*, on behalf of *Ryan Patrick Larsen & Sarah Alyce Larsen*, together with all the persons involved, have the desire to provide assistance to children from Ukraine who were evacuated from the territory of Ukraine due to the military aggression of the Russian Federation.

The international organization Host Orphans Worldwide has offered to organize and implement a program of respite care and education for specified evacuated children from Ukraine in the United States.

However, at present, in accordance with Paragraphs 6-3 of the Procedure for organizing the departure of children abroad for rehabilitation and recreation, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 1167 dated November 10, 2021 (as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 661 dated June 10, 2022), for the period of martial law in Ukraine, rehabilitation and recreation abroad for orphans, children deprived of parental care, in families is prohibited (rehabilitation and recreation of such children are allowed only as part of organized groups only on the territory of the state in which they are staying).

The implementation of the respite care and education program for specified evacuated children from Ukraine in the U.S., developed by the international organization Host Orphans Worldwide, would allow these children to receive care and home comfort while staying with families. Many of these children have previously spent time with American families and have relationships with them. Families will comply with all requirements necessary established by Ukrainian legislation and competent authorities of Ukraine.

We are aware that after the end of the war or at the request of authorized Ukrainian officials, the evacuated Ukrainian child/children who will stay in *(City/County)*, *(State)*, *USA*, will need to be returned to Ukraine. The family has signed a notarized guarantee that they will return the child/children to Ukraine upon request. I am under the understanding that this family has passed all requirements of the International Organization - Host Orphans Worldwide.

Considering that the respite care and education of the specified evacuated children from Ukraine in the United States would be in the best interests of these children, I, together with all persons involved, would like to officially request to initiate the following amendments to the Procedure for organizing the departure of children abroad for rehabilitation and recreation, approved by the Resolution of the Cabinet of Ministers of Ukraine No. 1167 dated November 10, 2021 (as amended by the Resolution of the Cabinet of Ministers of Ukraine No. 661 dated June 10, 2022), **namely**: for the period of introduction of a state of emergency or martial law in Ukraine, to allow the rehabilitation and recreation of orphans and children deprived of parental care abroad in families, including outside the territory of the states to which orphans and children deprived of parental care were evacuated from Ukraine.

Sincerely yours,

Signature: _____

Printed Name: _____

Job Title: _____

Notary

State of: _____

County of: _____

the foregoing instrument was acknowledged before me by
_____, this _____ day of _____, 20____.

Witness my hand and official seal.

_____ Notary Public

My commission expires _____.

SEAL

RESOLUTION NO. 22-220

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER IN SUPPORT OF RYAN PATRICK LARSEN AND SARAH ALYCE LARSEN PROVIDING ASSISTANCE TO CHILDREN FROM UKRAINE WHO WERE EVACUATED DUE TO MILITARY AGGRESSION.

WHEREAS, a Wyoming non-profit corporation, Host Orphans Worldwide, has established a program of respite care and education, for specified children evacuated from the Ukraine, to be placed in the United States; and,

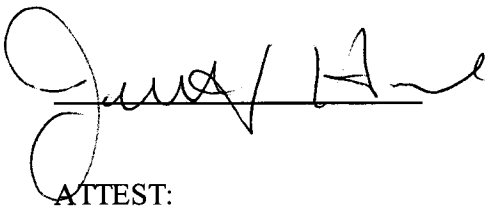
WHEREAS, Ryan Patrick Larsen and Sarah Alyce Larsen have provided placement for orphaned children and children in need of care, and are well known and respected citizens of Natrona County; and,

WHEREAS, Ray Pacheco, Mayor of the City of Casper, Wyoming, desires to execute a letter in support of Ryan Patrick Larsen and Sarah Alyce Larsen providing respite care to children evacuated from the Ukraine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized to execute the proposed letter dated December 6, 2022, in support of Ryan Patrick Larsen and Sarah Alyce Larsen providing respite care to children evacuated from the Ukraine.

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 29, 2022

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager *JCN*
SUBJECT: Authorize to Amend Employment Agreement with Jacqueline K. Brown
for Assignment of Temporary Interim City Attorney

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Resolution

Recommendation
That Council, by resolution, authorize to amend the Employment Agreement with Jacqueline K. Brown for assignment of temporary Interim City Attorney effective December 12, 2022.

Financial Considerations
None.

Oversight/Project Responsibility
City Council

Attachments
Resolution
Employment Agreement
Job Description

AMENDMENT
TO THE
EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
JACQUELINE K. BROWN

This Amendment to the Employment Agreement between the City of Casper and Jacqueline K. Brown, shall be for services as a temporary Interim City Attorney.

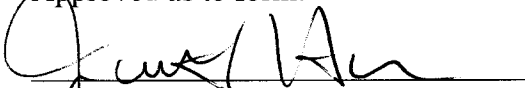
WHEREAS, the Casper City Council has determined it to be in its best interest to procure the professional services by temporarily employing Jacqueline K. Brown (hereinafter referred to as the "Employee") as the Interim City Attorney for the City of Casper, Wyoming starting December 12th, 2022 and ending on the date when a new City Attorney starts working for the City of Casper; and,

WHEREAS, the Employee shall receive an increase in salary of \$1,000 per month as Interim City Attorney and performing all the duties in the attached job description; and,

WHEREAS, the Employee desires to accept such temporary assignment by the City under the terms and conditions set forth herein.

IN WITNESS WHEREOF, the City and Employee have executed this Amendment on December 6th ____, 2022.

Approved as to form:



City Attorney

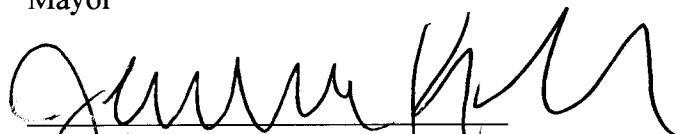
ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

Witness



Jacqueline K. Brown
Employee

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

GRADE	POSITION TYPE	DRIVING	FLSA STATUS
29	Contractual – Full-Time	Non-Essential	Exempt
CLASS SUMMARY: Incumbent performs highly responsible management, administrative, and professional duties as the City Attorney for the City.			
REPORTING STRUCTURE: Receives administrative direction from the City Council.			

EDUCATION and EXPERIENCE (positions in this class typically require): <ul style="list-style-type: none">• High school diploma or equivalent (G.E.D.) required.• Minimum of five years in the practice of law preferably in municipal law.• A Juris Doctorate from an accredited law school.• One year minimum of supervisory experience.
LICENSING and CERTIFICATIONS (positions in this class typically require): <ul style="list-style-type: none">• Membership in the Wyoming State Bar Association.

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	
1.	Exercises supervisory authority over staff in the City Attorney's Office to include: authorizing time-off; approving payroll and hiring; coordinating staffing and operational activities; ensuring that training and development is provided to staff; providing consistent accountability with disciplinary actions (as warranted), in addition to maintaining a healthy and safe work environment.
2.	Manages the development and implementation of the City Attorney's Department goals, objectives, policies, and priorities for the provision of legal counsel; establish, within City policy, appropriate service and staffing levels; allocate resources accordingly.
3.	Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct the implementation of changes.
4.	Represents the City Attorney's Department to other City departments, elected officials, outside agencies, the public, community groups and professional organizations; explains City Attorney's Department programs, policies and activities; negotiate and resolve sensitive, significant and controversial issues.
5.	Plans, directs, and coordinates the City Attorney's Department work plan; meets with professional staff to identify and resolve problems; assigns projects and programmatic areas of responsibility; reviews and evaluate legal research, advise, and representation, work methods, and procedures.

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

6. Manages and participates in the development and administration of the City Attorney's Department budget in accordance with City Manager's operational direction for the organization as a whole; directs the forecast of additional funds needed for staffing, equipment, materials and supplies; directs the monitoring of and approve expenditures; directs the preparation of and implement budgetary adjustments as necessary.
7. Attends meetings of the City Council, boards, commissions, and committees as may be required, and render legal advice on agenda items.
8. Communicates orally, and in writing, with customers, the press, general public, civic groups, and the City Council to resolve concerns and problems, and answer questions. Responds to and resolves difficult and sensitive employee, resident and other stakeholder inquiries and complaints.
9. Administers and enforces the City Charter and is responsible for the operations of the City. Meets with, and advises the City Council on matters related to City operations and policies.
10. Recommends to the Council personnel policies and assignment for efficient operation of the City government.
11. Renders legal opinions to the City Council, City boards and commissions, City Manager, and department staff as required; analyze legislation affecting the City.
12. Monitors and control lawsuits and administrative hearings.
13. Prepares, assists in negotiations, and reviews proposed contracts, resolutions, agreements, ordinances, pleadings, deeds, bond and financing papers, and other documents affecting the City.
14. Appears before courts and administrative proceedings to represent the City's interest as required.
15. Works closely with Human Resources, and department directors, on personnel issues.
16. Responds to and resolves citizen concerns and complaints.
17. Represents the City of Casper by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
18. Performs other duties of a similar nature or level.

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

Knowledge (position requirements at entry):

Knowledge of:

- Complex public policy issues.
- Intergovernmental relations.
- Applicable Federal, State, Local and City government codes, rules and regulations.
- Administrative principles and practices, including goal and objective development, work planning and employee supervision.
- Operational characteristics, services, and activities of a legal counsel's office.
- Advanced principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation.
- Modern and high complex principles and practices of municipal law.
- Methods of public agency administration.
- Organization, duties, power, limitations, and authority of City government and the City Attorney's Office.
- Legal principles and practices, including civil, criminal, constitutional, and administrative law and procedures.
- Ordinances, statutes, and court decisions relating to municipal corporations.
- Judicial procedure and rules of evidence.
- Methods of legal research.
- Established precedents and sources of legal reference applicable to municipal activities.
- Computers and related software applications.

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

Abilities (position requirements at entry):

Ability to:

- Plan, organize, direct and coordinate a variety of complex City services and programs.
- Select, motivate and evaluate staff and provide for their training and professional development.
- Provide administrative and professional leadership and direction.
- Develop, implement and administer goals, objectives, policies, procedures, work-standards, and internal controls providing an effective and efficient organization.
- Interpret and apply Federal, State and local policies, procedures, laws and regulations.
- Identify and respond to community and City Council issues, concerns and needs.
- Organize, interpret, and apply legal principles and knowledge of complex legal problems. effectively apply legal knowledge and principles in court.
- Present statements of law, fact, and argument clearly and logically.
- Prepare and present difficult cases in court.
- Properly interpret and make decisions in accordance with laws, regulations, and policies.
- Prepare and administer large and complex budgets.
- Assess and prioritize situations under work pressure, exercise good judgment and make sound decisions.
- Operate modern office equipment, software and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Routinely demonstrate the City of Casper core values.
- Follow all City safety rules and procedures and immediately respond to/investigate.
- Select, supervise, mentor, train, and evaluate staff.
- Provide effective leadership and direction.
- Coordinate the work of personnel.
- Operate modern office equipment, software, and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Routinely demonstrate the City of Casper core values.
- Follow all City safety rules and procedures and immediately respond to/investigate observations or employee reports of accidents/incidents or unsafe conditions.
- Establish and maintain effective working relationships with those contacted in the course of work.

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

Skills (position requirements at entry):

Skill in:

- Customer service.
- Conducting legal research.
- Preparing legal documents.
- Analyzing complex information.
- Prosecuting civil and criminal cases.
- Mediating conflict.
- Defending against legal claims.
- Interpreting and applying applicable laws, rules, and regulations.
- Principles of budgeting.
- Allocating limited resources in a cost-effective manner.
- Providing customer service.
- Technical writing.
- Mentoring employees.
- Delegating and prioritizing work.
- Public speaking.
- Project management.
- Time management.
- Conflict resolution.
- Analyzing problems identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Compiling, analyzing, organizing, and evaluating data and making appropriate recommendations based on findings.
- Operating in a courteous, knowledgeable ,and tactful manner with customers, staff and the general public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.

CITY ATTORNEY

CITY OF CASPER JOB DESCRIPTION

Physical and Environmental Conditions:

City of Casper employees that perform safety sensitive tasks are subject to pre-employment and/or random drug testing. These tasks include, but may not be limited to:

- Emergency response/rescue
- Handling or working with hazardous materials, including chemicals as well as solid and liquid waste
- Operating or maintaining water and wastewater systems
- Maintaining City data systems including networks, servers, communication systems, etc.
- Driving for the City of Casper, whether essential or non-essential
- Operating power-driven machinery or equipment
- Handling confidential information, including personnel, health, financial, or attorney-client information
- Working with or around children

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing, and repetitive motions. May include long periods of sitting, standing, or walking.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents in this position work primarily indoors. Exposure to traumatic events is possible. Incumbents may be required to drive to remote worksites to perform work. The position requires frequent standing, walking, sitting, typing, and customer contact, both by telephone and in person.

Note:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Classification History:

Prepared or Reviewed by Human Resources: 8-13-13; 5-1-18; 8-30-22

RESOLUTION NO. 22-221

A RESOLUTION TO AMEND EMPLOYMENT AGREEMENT
WITH JACQUELINE K. BROWN FOR ASSIGNMENT OF
TEMPORARY INTERIM CITY ATTORNEY.

WHEREAS, Wyoming Statute 15-4-202 requires the governing body to employ a
City Attorney; and,

WHEREAS, the current City Attorney is retiring as of December 9, 2022; and,

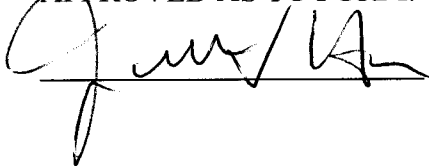
WHEREAS, the City Council desires to assign a temporary assignment of City
Attorney for the City of Casper to Jaqueline K. Brown, effective at 8:00 a.m., December 12, 2022;
and,

WHEREAS, it is the desire of the parties to commit to writing the duties,
responsibilities, and conditions of this temporary assignment of Jaqueline K. Brown as Interim City
Attorney, the terms of which have been delineated in the Amendment to the employment agreement
heretofore submitted to Council for its consideration as part of the Agenda for its meeting on
December 6, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF
THE CITY OF CASPER, WYOMING: That pursuant to Wyoming Statute 15-4-202, Jaqueline K.
Brown is hereby employed as the temporary Interim Casper City Attorney, and the Mayor is
authorized and directed to execute, and the City Clerk to attest, an Amended employment agreement
with Jacqueline K. Brown in the form submitted to the Council.

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

November 18, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of One (1) New Rough Area Tractor Mower With Accessories, in the Total Amount of \$63,032.00, Before Trade, for Use by the Weed and Pest Division of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new rough area tractor mower with accessories, from Midland Implement Co., Billings, Montana, for use in the Weed and Pest division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$63,032.00 before trade.

Summary

On October 20, 2022, bids were publicly open for one (1) new rough area tractor mower with accessories; one (1) bid was received. The rough area tractor mower will be used to mow all native (non-formal/non-irrigated spaces) areas owned by the City of Casper. The tractor mower's accessories include a snow blower for snow removal in the winter months, a dozer blade for dirt moving construction projects, an edger attachment for edging sidewalks and trails, and a broom attachment for clearing debris from same trails. This purchase will replace a remote-controlled rough area mower (2015 John Deere), unit #081059. It has met all criteria needed for replacement, age 7 years and approximately 1,500 hours, and \$17,400.00 in maintenance costs.

The budget for this project is \$69,000.00.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Ventrac 4520Z Tractor Mower	Midland Implement Billings, MT	\$31,567.55	\$500.00	\$31,067.55

<u>Attachment Item</u>	<u>Vendor</u>	<u>Bid Amount</u>
Removable Heated Cab w/install kit	Midland Implement Billings, MT	\$9,014.83
Broom Attachment w/install kit	Midland Implement Billings, MT	\$5,688.41
Snow Blower w/install kit	Midland Implement Billings, MT	\$5,478.55
Dozer Blade w/install kit	Midland Implement Billings, MT	\$2,464.68
Tough Cut Mower Deck w/install kit	Midland Implement Billings, MT	\$4,840.06
Front Edger w/blower	Midland Implement Billings, MT	\$3,978.31

NET COST TO CITY FOR VENTRAC MOWER AND ATTACMENTS IS \$62,532.39

The recommended purchase of the rough area tractor mower with accessories from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 28, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., October 20th, 2022** for the following:

Two (2) new **Rough Area Tractor Mowers and One (1) Group of Accessories**, to be used by the Weed and Pest Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **Two (2) new Rough Area Tractor Mowers and one (1) group of accessories**, to be used by the Parks Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Rough Area Tractor Mower

All specifications must be met or an approved equal to that of 4520Z Ventrac Tractor.

- Liquid cooled three (3) cylinder gas engine _____
- Minimum 962CC and 32.5 hp _____
- Weight Transfer _____
- S.D.L.A. hand controls _____
- Four (4) rear weights _____
- Front fenders _____
- Foot pegs _____
- Suspension seat w/armrests _____
- 12 Volt system w/battery disconnect _____
- Minimum 6 gallon fuel tank capacity _____

AWD – Low, High, and reverse _____

Dual wheel kit w/all terrain tread tires _____

Slope Gauge indicator _____

Accessories Show Price

Removable heated Cab (equal to or an approved equal to part #KW452) w/mirror kit, cab hazard light kit, cab strobe light kit, cab windshield washer kit, defrost fan kit, and heater installed. x 1 _____

Broom attachment (equal to or an approved equal to part #KJ520) w/12 volt switch/control-front x 1 _____

Snow blower attachment (equal to or an approved equal to part #KX523) w/12 volt switch/control-front x 1 _____

Dozer blade attachment (equal to or an approved equal to part #KD602) w/KD blade box extension kit x 1 _____

Tough cut mower attachment (equal to or an approved equal to part #HQ682) w/hydraulic flip up kit and swivel wheel kit x 1 _____

Front mounted edger (equal to or an approved equal To part #ED202) w/blower option x 1 _____

Vacuum collection system (equal to or an approved equal To part #RV602) with a 72” mow deck and all attachments needed to fit on a 72” mow deck x 1 _____

Miscellaneous

Operators and Service manuals to be delivered to the City of Casper along with the mowers and accessories _____

2 Year Warranty minimum _____

All warranties to begin upon delivery of vehicle _____

Copy of Order Confirmation to be provided upon Completion of the order. _____

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule

Vehicle intake appointment.

City of Casper shall be granted five (5) business days
From scheduled drop off to inspect/verify specification
compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K"
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
TWO (2) NEW ROUGH AREA TRACTOR MOWERS AND ONE (1) GROUP OF
ACCESSORIES
FOR THE PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT AS WELL AS
THE SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 28, 2022

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- | | | |
|-------|--|----------|
| I. | Price bid for Two (2) new rough area tractor mowers, as specified | \$ _____ |
| II. | Trade-in allowance for Unit #81059, 2016 Slope Pro mower
VIN# 1652158 | \$ _____ |
| III. | Removable heated cab w/all kits | \$ _____ |
| IV. | Broom attachment w/kit | \$ _____ |
| V. | Snow blower attachment w/kit | \$ _____ |
| VI. | Dozer blade attachment w/kit | \$ _____ |
| VII. | Tough cut mower attachment w/kit | \$ _____ |
| VIII. | Front mounted edger w/blower | \$ _____ |
| IX. | Vacuum collection system with 72" mow deck | \$ _____ |
| X. | NET COST TO THE CITY (Total Price): | \$ _____ |

XI. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

XII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
TWO (2) NEW ROUGH AREA TRACTOR MOWERS
AND ONE (1) GROUP OF ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 28th day of September 2022**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 15, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of Two (2) Tracked UTV's, in the Total Amount of \$64,366.79, for Use by Hogadon Ski Basin of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of two (2) new UTV's, from Logistics Inc., Norfolk, Nebraska, for use by Hogadon Ski Basin of the Parks, Recreation, and Public Facilities Department, in the total amount of \$64,366.79. The approved budget for this purchase is \$80,000.00.

Summary

On October 20, 2022 bids were publicly open for two (2) new UTV's. Two (2) bids were received; one (1) from Stotz Equipment of Casper and the second from Logistics Inc. of Norfolk, Nebraska. The UTV's will be utilized by Hogadon Ski Basin crews for transportation of staff around the ski area, snowmaking duties, ski patrol transportation, and general maintenance duties assigned to Hogadon Ski Basin staff.

One (1) older UTV is being traded for this purchase resulting in a single addition to Fleet. The additional unit will be utilized by ski patrol services.

Trade-in information are as follows:

- Unit 81049 – 2012 John Deere Gator – 10 years of age, 4,600 hours, and \$21,800.00 in maintenance costs.

Staff was unable to locate a similar option off the Wyoming State bid for a "piggyback" type bid.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Accessories</u>	<u>Net Cost</u>
(2) New UTV's 2022 Polaris Ranger XP 1000's	Logistics Inc. Norfolk, NE	\$64,366.79	\$2,000.00	\$62,366.79
(2) New UTV's 2022 John Deere 835m Gators	Stotz Equipment Casper, WY	\$77,400.00	\$2,000.00	\$75,400.00

The recommended purchase of the new UTV's from Logistics Inc., Norfolk, NE complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by Optional One Cent Funds.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Randy Norvelle, Parks Manager, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 23, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:30 p.m, October 20th, 2022** for the following:

TWO (2) NEW UTILITY ALL-TERRAIN VEHICLEs (UTV's) WITH TRACK KITS

These vehicles will be used at Hogadon Basin Ski Area part of the Parks, Recreation, and Public Facilities Department; units must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of TWO (2) New Utility All-Terrain Vehicles (UTV's) with track kits. The units shall be new and have less than fifty (50) Hours and be less than twelve (12) months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
1. Engine/ Exhaust System	Factory designed 1000 cubic centimeter displacement, liquid cooled, fuel injection, w/electric start.	_____
2. Track System	Track kit included with UTV, must meet all requirements and certifications on UTV.	_____
3. Fuel System	Minimum gasoline fuel tank capacity of ten (8) U.S. gallons.	_____
4. Drive	Automatic plus high/low. 4x4 rear differential lock.	_____
5. Body/ Chassis	Certified roll over protective structure and side mirrors	_____
6. Operators Station	Three (3) across seating with floor mats,	_____

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

7. Steering System	Power steering	_____
8. Brake System	Four wheel, self-adjusting, hydraulic disc brakes.	_____ _____
9. Electrical System	Twelve (12) volt output with 60-100 watt light system, keyed ignition, electric start, 50-75 amp alternator type charging system.	_____ _____ _____
10. Instrumentation	Illuminated digital speedometer, tachometer, odometer, high temperature light, low oil level light/indicator, high beam head light indicator, fuel gauge level indicator, and electric ignition key.	_____ _____ _____ _____
11. Accessories/ Options	Color to be determined after the award to the winning bidder. Heavy duty brush guard and front and rear fender guards. Floor mats. Rear 2" receiver hitch. Hydraulic dump cargo box. Minimum of 4,500lb front winch installed on UTV.	_____ _____ _____ _____ _____ _____
12. Lighting	Single or dual high and low beam. LED tail and brake lights. Left and right front and rear amber turn signals. Front and rear work lights. Auxiliary strobe switch dash mounted. Strobe roof mounted and visible from front and rear of vehicle (Whelen P/N R2LPPCA).	_____ _____ _____ _____ _____
13. Manuals	Two (2) complete sets of operator's manuals, two (2) sets of service manuals, and two (2) sets of parts manuals shall be supplied or an acceptable electronic version of the above mentioned manuals.	_____ _____ _____ _____
14. Warranty	Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.	_____ _____
15. Delivery	Machine shall be delivered with a full tank of fuel, properly blended for the weather conditions if required. Unleaded gasoline to be minimum of 85% octane, diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions. A copy of the order confirmation to be provided	_____ _____ _____ _____ _____ _____ _____

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St., Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

16. Options

Service software, adapters and/or cables, and any hardware required for diagnostics of the unit shall be provided upon delivery.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
TWO (2) NEW UTILITY ALL-TERRAIN VEHICLES (UTV'S) W/TRACK KITS
FOR HOGADON BASIN OF THE
PARKS, RECREATION, AND PUBLIC FACILITIES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 23, 2022.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for TWO (2) New Utility All-Terrain Vehicles (UTV's), as specified \$ _____

II. Trade in allowance for Unit #81049, a 2012 John Deere Gator 825I
2,800 hours, VIN# 1M0825GSKCM047898 \$ _____

II. NET COST TO THE CITY:
(Total Price) \$ _____

III. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

IV. Any trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
Two (2) New Utility All-Terrain Vehicles (UTV's)
(Approved by the City Attorney, 2014)
Dated the 23rd Day of September, 2022

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

October 20, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of Twelve (12) New Mid-Size Police Interceptor Utility Vehicles From Fremont Motors of Sheridan in the Total Amount of \$613,776.00, Before Trade, for Use by the Casper Police Department.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of twelve (12) new mid-size police interceptor utility vehicles from Fremont Motors of Sheridan in the total amount of \$613,776.00, before trade, for use by the Casper Police Department.

Summary

On October 12, 2022 bids were publicly open for new Police Department Vehicles. Four (4) bids were received. Greiner Motors of Casper turned in two (2) bids, one (1) bid was for model year 2023 Ford Explorers. However, there are no more 2023 model years being manufactured and the city would need to select the 2024 model for purchase. The Police Department has forty-two (42) remaining 2013 Police vehicles currently in their fleet.

In January 2022 we began the process of replacing the 2013 models with safer and more economical models and have replaced six (6) so far. This second phase will replace twelve (12) more units. Originally, staff had envisioned replacing eighteen (18) units in FY23, however, with high inflation and rapid escalating costs associated with the purchasing of new vehicles, that number had to be reduced to twelve (12) to match our available approved budget of \$663,043.50. Twelve (12) Police vehicles will be traded and have all met and or exceeded the criteria needed with age, miles, and maintenance costs.

Trades for these purchases are as follows:

Unit 101211 - 2013 Ford Taurus with 87,434 miles and \$28,697.10 of maintenance charges
Unit 101212 – 2013 Ford Taurus with 85,037 miles and \$27,240.87 of maintenance charges
Unit 101218 – 2013 Ford Taurus with 86,591 miles and \$35,810.93 of maintenance charges
Unit 101225 – 2013 Ford Taurus with 88,219 miles and \$24,250.33 of maintenance charges
Unit 101227 – 2013 Ford Taurus with 84,843 miles and \$29,285.30 of maintenance charges
Unit 101228 – 2013 Ford Taurus with 93,517 miles and \$26,994.61 of maintenance charges
Unit 101231 - 2013 Ford Taurus with 85,690 miles and \$28,057.64 of maintenance charges

Unit 101233 – 2013 Ford Taurus with 89,428 miles and \$28,939.59 of maintenance charges
 Unit 101235 – 2013 Ford Taurus with 86,712 miles and \$32,267.59 of maintenance charges
 Unit 101236 – 2013 Ford Taurus with 91,005 miles and \$26,323.63 of maintenance charges
 Unit 101237 – 2013 Ford Taurus with 91,412 miles and \$27,700.31 of maintenance charges
 Unit 101257 – 2013 Ford Explorer with 78,113 miles and \$31,577.60 of maintenance charges

New police vehicles are scheduled to arrive in 500 days from order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(12) Mid-Size Police Utility Vehicles *2023 pricing Explorer not available –Used 2022 pricing that will not hold	Greiner Ford Casper, WY	\$595,184.00	\$30,000.00	\$565,872.00
(12) Mid-Size Police Utility Vehicles 2024 Explorer	Fremont Motors Sheridan, WY	\$613,776.00	\$37,095.00	\$576,681.00
(12) Mid-Size Police Utility Vehicle 2024 Explorer	Ken Garff Cheyenne, WY	\$650,940.00	\$12,000.00	\$638,940.00
(12) Mid-Size Police Utility Vehicles 2024 Pricing Explorer	Greiner Ford Casper, WY	\$716,112.00	\$30,000.00	\$686,112.00

The recommended purchase of all Police vehicles from Fremont Motors of Sheridan meets the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Taylor Gilbert, Police Fleet Coordinator, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
September 20th, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:15 p.m., October 12th, 2022** for the following:

FOURTEEN (14) new **Mid-Size Police Interceptor Utility Hybrid Vehicles**, to be used in the Casper Police Department;

General
Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of fourteen (14) new **Mid-Size Police Interceptor Utility Hybrid Vehicles**, to be used in the Casper Police Department. These units shall be new with less than five hundred (500). Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

- Three (3) Keys Keyed Alike 1284X (59B) _____
- Mileage: 500 Miles or Less (New) _____
- 3.3L V6 Direct-Injection Hybrid Engine
System with 10-Speed Automatic Transmission
(99W/44B or Equal) _____
- Noise-Suppression Bonds (60R or Equal) _____
- Privacy Tint on Front Windows Not To
Exceed 28% _____
- Underbody Deflector Plate (76D or Equal) _____
- Royal Blue Clear Coat Metallic or Equal Code LM _____
- Certified Police Service Package (500A or Equal) _____
- Front Console Mounting Plate Delete (85D or Equal) _____
- Hidden Door-Lock Plungers with Rear-Door
Controls Inoperable (52P or Equal) _____

Heated Sideview Mirrors (549 or Equal)	_____
Dark Car Feature (43D or Equal)	_____
Dome Light – Red/White (17T or Equal)	_____
Front Headlamp Lighting Solution (66A or Equal)	_____
Tail lamp Housing (86T or Equal)	_____
Tail lamp Lighting Solution (66B or Equal)	_____
Rear Lighting Solution (66C or Equal)	_____
Police Wire Harness Connector Kit – Front And Rear (67V or Equal)	_____
Spot Lamp LED Bulb, Unity (51R or Equal)	_____
100-Watt Siren/Speaker (18X or Equal)	_____
Back up Camera in rear view mirror (87R or Equal)	_____
Reverse Sensing System (76R or Equal)	_____
Police Perimeter Alert (68B or Equal)	_____
Rear Camera on Demand (19V or Equal)	_____
Rear Auxiliary Climate Control (Code 17A)	_____
5 Year 100,000 Mile Power Train Warranty (Cost of Extended Warranty to Match)	_____
Fuel Tank to be Full at Delivery with Unleaded at Minimum 85% Octane	_____
Copy of Order Confirmation to be provided upon Completion of Order Original titles to be delivered to 1800 E. “K” Street, Casper, WY 82601, within 30 days of Vehicle Delivery Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.	_____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit

budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601.
Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
FOURTEEN (14) NEW MID-SIZE POLICE INTERCEPTOR UTILITY HYBRID VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 20, 2022.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- | | | | |
|-----|---|----------|----------------|
| I. | Price bid for one each (1ea.) new Mid-Size Police Utility Vehicle, as specified | \$ _____ | |
| | | | X 14 |
| | | | Total \$ _____ |
| II. | 1. Trade-in allowance for Unit #101240, 2013 Ford Taurus Police Pkg
VIN#1FM5K8AR7DGB35139, 100,000 Miles | \$ _____ | |
| | 2. Trade in allowance for unit #101205, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M87DG130533, 96,000 Miles | \$ _____ | |
| | 3. Trade in allowance for Unit #101228, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M83DG162590, 93,000 Miles | \$ _____ | |
| | 4. Trade-in allowance for Unit #101222, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M8XDG162585, 92,000 Miles | \$ _____ | |
| | 5. Trade in allowance for unit #101237, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M80DG162580, 92,000 Miles | \$ _____ | |
| | 6. Trade in allowance for Unit #101236, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M82DG162578, 90,000 Miles | \$ _____ | |
| | 7. Trade-in allowance for Unit #101233, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M89DG162593, 89,000 Miles | \$ _____ | |
| | 8. Trade in allowance for unit #101225, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M80DG162577, 88,000 Miles | \$ _____ | |
| | 9. Trade in allowance for Unit #101211, 2013 Ford Taurus Police Pkg
VIN#1FAHP2M88DG162598, 87,000 Miles | \$ _____ | |

10. Trade-in allowance for Unit #101231, 2013 Ford Explorer Police Pkg VIN#1FAHP2M8XDG162571, 86,000 Miles \$ _____

11. Trade in allowance for unit #101235, 2013 Ford Explorer Police Pkg VIN#1FAHP2M89DG162576, 86,000 Miles \$ _____

12. Trade in allowance for Unit #101218, 2013 Ford Taurus Police Pkg VIN#1FAHP2M81DG162572, 85,000 Miles \$ _____

13. Trade-in allowance for Unit #101212, 2013 Ford Explorer Police Pkg VIN#1FAHP2M84DG162579, 85,000 Miles \$ _____

14. Trade in allowance for unit #101227, 2013 Ford Explorer Police Pkg VIN#1FAHP2M88DG162584, 84,000 Miles \$ _____

III. NET COST TO THE CITY:
(Total Price) \$ _____

IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
FOURTEEN (14) NEW MID-SIZE POLICE INTERCEPTOR UTILITY
HYBRID VEHICLES
(Approved by the City Attorney, 2014)
Dated the 20th day of September, 2022**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 1, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of Two (2) New 58,000 Lb. Tandem Axle Trucks with Dump Body, Hydraulics, and Snow Plows and Salters in the Total Amount of \$534,100.00, Before Trades, \$465,160.00 After Trades, for Use by the Streets Division of the Public Services Department.

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of two (2) new 58,000 Lb. tandem axle trucks with dump body, hydraulics, and snow plows and salters in the total amount of \$534,100.00, before trades, \$465,160.00 after trades, for use by the Streets Division of the Public Services Department.

Summary
On October 20, 2022 bids were publicly open for the new tandem axle trucks with dump body, hydraulics, and snow plows and salters. One (1) bid was received. This purchase will involve trading in two (2) older tandem axle trucks that have met requirements for replacement, adding no additional units to the fleet. The approved budget for this purchase is \$470,000.00. The trades are:

- Unit 70981 – 2009 Sterling – 13 years of age, 91,000 miles, and \$190,707.00 in maintenance costs.
- Unit 70986 – 2011 Mack – 11 years of age, 88,000 miles, and \$193,010.00 in maintenance costs.

The Streets Division utilizes these trucks year-round. When not being used for snow removal the trucks will haul debris to and from constructions sites, collecting refuse from city streets, and help with daily functions that the Streets Division is tasked with.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-Ins</u>	<u>Total</u>
(2) Tandem Axle Dump Truck W/Plow & Salter	CMI TECO Casper, WY	\$534,100.00	\$68,940.00	\$465,160.00

Staff was unable to locate a similar option off the Wyoming State bid for a “piggyback” type bid.

The recommended purchase of the Tandem Axle Dump Trucks from CMI TECO meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Shad Rodgers, Streets Manager, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307)235-8410

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:30 p.m., October 12, 2022** for the following:

TWO (2) NEW 58,000LBS. TANDEM AXLE TRUCKS, WITH BODY HYDRAULICS, SNOW PLOWS, AND SALT SPREADERS

These Units will be used by the Streets Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **two (2) new 58,000lbs. Tandem Axle Trucks, with Body Hydraulics, Snow Plows, and Salt Spreaders**. These units shall be new and have less than fifty (150) hours and be less than twelve months old, with full factory warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
TRUCK CAB/CHASSIS		
1. GVW	58,000 pound minimum. CERTIFIED GVW. Severe duty application model only.	_____ _____ _____
2. Wheel Base	Shall be compatible with 15' dump body. 200-205" wheel base. Equipment supplied shall provide proper weight distribution when truck is loaded.	_____ _____ _____ _____ _____
3. Cab to Axle	Usable 132" – shall be compatible with a 15' dump body. It shall also provide proper weight distribution when truck is loaded.	_____ _____ _____ _____

4. Frame

Minimum 110,000 psi double channel rails, 3,200,000 RBM.

Parent frame rail extensions to extend a minimum of 18” in front of grille. (Bolt-on extensions will not be accepted).

5. Diesel Engine

Newest model year production diesel engine equipped with SCR technology. DEF tank located LH side in front or behind the fuel tank.

425 gross horsepower minimum. 1550 lb/ft. torque. 13 liter minimum. Engine brake only, exhaust brake not acceptable.

Air Cleaner - heavy-duty dry type

DPF filter located right hand side under cab with control auto in motion, stationary manual inhibit & auto stationary w/PTO engaged.

Davco, Model 382, fuel/water heater separator.

Oil Filter - spin on full flow oil filter and auxiliary gauge, dash mounted.

Warning System - high water temperature; low water, low air, low oil pressure buzzer in addition to gauges, and lights, automatic shutdown (Kysor or equal). 120v, 1500 watt block heater.

Cold weather starting aid Provision.

Engine equipped with rear engine PTO Adapter. Rear engine PTO setup to accept a pump in the rear of the cab above the frame rails. Should have extra cross-member to allow pump mounting if required. Pump shall be mounted with

driveline not more than a **three-degree angle** on the engine.

6. Cooling System

Coolant hoses - shall be Gates Blue Stripe rubber including heater hoses. Heavy-duty 1500 square inch minimum radiator shall be protected to minus 34 degree F with year round coolant. An integral transmission cooler shall be provided if needed.

7. Transmission

6-speed fully automatic Allison 4500RDS.

8. Axles

Front - 18,000 lbs. capacity (minimum), Meritor FL-941, or approved equal.

Front axle setback 48" minimum.

Notice to bidders: Truck will be operated with a front-mounted snow plow which weighs approximately 2,720 pounds.

Rear - 40,000 lbs. capacity (minimum). Double reduction rear end capacity with interaxle power divider lockout. Power divider lockout with indicator light, buzzer and manual valve in cab. 4.10 minimum gear ratio.

9. Springs

Front - 18,000 lbs ground capacity (minimum) springs.

Rear - 40,000 lbs ground capacity (minimum). Spring suspension equivalent to Mack Camelback or An approved equal.

10. Tires and Rims

Front – 315/80R22.5 20-ply Goodyear G296 on 22.5 x 12.25 10-Hub Pilot aluminum disc wheels.

Rear - 11R 22.5 16-ply Goodyear G622 on 22.5 X 8.25 10-Hub Pilot Aluminum disc wheels.

Spare tires and wheels (each unit). _____
One (1) front and one (1) rear. _____

Note: Tires and rims are to meet _____
the required GVW rating. _____

11. Brakes

Dual air brakes system, cam brakes _____
with dust shields automatic slack _____
adjusters, cast iron brake drums, _____
compressor and accessories as _____
required to meet all Federal Motor _____
Vehicle Safety Standards. _____

Shall have a low air pressure _____
buzzer and light in cab. Also a _____
Meritor Wabco heated air dryer _____
w/aluminum, or steel tank. Air _____
tanks shall be DOT approved with _____
petcock drain valves and will be _____
steel. _____

Heated air supply tank with _____
automatic drain valves. _____

Air compressor – shall be a _____
minimum 18.7 CFM. _____

12. Cab

Two man cab with outer grab _____
handles for ease of ingress and _____
egress on both driver and passenger _____
sides. _____

Air suspension steel cab. _____

Driver seat will be a high quality _____
Bostrom Air – 915 vinyl air _____
suspension seat or equal. High _____
back. Air Lumbar. Suspension _____
cover. Arm rests. Motion _____
dampening. _____

Passenger seat will be padded with _____
air foam and covered with heavy- _____
duty vinyl. Fixed base. High back. _____

Lift or tilt snow plow hood with _____
butterfly or inspection access/hatch _____
to check fluids. _____

Stationary grill. _____

Manufacturer/dealer installed
auxiliary LED plow lights. _____

Radiator protection screen. _____

Shall have steps into cab on both
left and right side. _____

Insulated floor mats. _____

Insulated cab, roof, panels, doors,
rear panel. _____

Safety glass in all windows. _____

Power door locks and windows. _____

RH visibility window in door or
equal. _____

Arm rests left and right on doors. _____

In cab power point. _____

Driver, passenger seat belts. _____

Dome light door operated, left and
right doors. _____

AM/FM/WB radio with cab
mounted antenna (NO MIRROR
MOUNT). _____

Front mud flaps. _____

Exterior cab sun visor, painted
same as cab. _____

13. Steering Steering shall be heavy-duty power
steering with auxiliary gear (RCH
45 or equal). _____
Turning radius not to exceed 34
feet. _____

14. Fuel Tank 90 gallon minimum capacity DOT
approved with shut off valve. DEF
tank to be mounted in front of fuel
tank. _____

15. Electrical 12 volt negative ground. _____

160 amp alternator (minimum). _____

Three, 1000 each, C.C.A. batteries.
(Mount on right side of cab). Total
3,000 CCA. _____

Five amber marker lights on cab. _____

Dimmer switch on steering
column. _____

Type "A" self-canceling turn
signals with four-way emergency
flashers or equal. _____

Two signal-stat 640 W auxiliary
headlights w/ turn signals mounted
on manufacturer/dealer installed
plow light mounts. _____

Back-up Alarm to be mounted to
back of truck _____

Three sets of keys. _____

16. Mirrors

Dual west coast (7" x 16") RH &
LH heated mirrors with RH & LH
remote control. 6" to 8" convex
mirrors mounted to primary mirror
brackets. 4 way powered moto
mirrors. _____

17. Exhaust System

To be single vertical pipe with
muffler and proper protection to
prevent burns (exhaust shield).
Mounted on right-hand side of cab
with proper exhaust extension.
Shall provide room for Force
America hydraulics system. _____

18. Gauges In Cab

Oil pressure in dash. _____

Amp meter or volt meter in dash. _____

Air restriction indicator in dash. _____

Water temperature in dash. _____

Transmission temperature in dash. _____

Hour meter in dash. _____

Air pressure (dual) in dash.

Tachometer (electric) in dash.

Electric speedometer/odometer in dash.

Fuel in dash.

19. Truck Body Color

Painted Clear Coat White

20. Accessory Equipment

The following equipment, whether or not considered standard, shall be furnished and installed with each unit.

Heavy-duty (4-speed minimum) fresh air heater with floor vents and defroster vents that direct air across entire windshield.

Air conditioning (in cab). Factory installed.

Minimum 2- speed dual automatic electric windshield wipers, with intermittent control and windshield washer.

Dual sun visors.

Chrome air horn, approved lighting, reflectors, and all other standard equipment as advertised or as required to operate on Wyoming highways.

Pollution control and safety equipment as required to meet current Federal and State OSHA regulations.

ALL gauges or instruments will be mounted in the dash.

Engine air intake open/close option to close off fresh air to

intake for snow plows with in cab operation/control.

21. 800 MHz Radio

Programmed and installed in a location to be determined by city personnel. Motorola XTL 2500 including accessories and installation.

22. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming and OSHA regulations.

The winning vendor will supply a complete set of filters for each unit. (All required filters.)

23. Delivery

Unit shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601. Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

24. Manuals

Two complete sets of bound hard copy parts, service manuals (or acceptable electronic versions) Service software and adapters and/or cables and required hardware IE: Laptop.

Two operator's manuals.

25. Warranty

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period.

Warranty will begin when truck is delivered completed including

**BODY
SPECIFICATIONS**

checklists and the truck is placed into service.

15' stainless steel dump body, Model Henderson Mark E, or approved equal.

Front height and cab protector must be sufficient to provide adequate protection to cab and 6" above cab in lowered position.

1. Body

8" I Beam Longsills with skip weld.

86" inside width (minimum).

AR400 3/16" floor.

201 SS 10 GA Sides/Headsheet.

Front height: 10' 10" to highest point including exhaust and strobe guard, to clear McKinley Underpass at Burlington, will be adjusted by winning bid of truck manufacturer.

44" side height.

One weld one horizontal side bracing 201 SS.

5" front to floor and side to floor radius.

Side fenders will be provided or a lower additional horizontal brace will be installed at the floor radius to serve as a side fender.

Body overhang will be from hinge centerline to end of floor to within 15" to 16" range.

Body hinge centerline location 1" to 2" behind the rear tire mark.

No less than three sides of body hinge will be welded at each frame rail.

Truck frame will end 1" to 2" behind a line perpendicular to ground at back of rear tires.

3. Body Hoist

25.73 NTEA ton lift capacity, head lift double action (power up/power down) type Double nitrate cylinder. Hoist to be of same manufacture as dump body, with raise cushion valve. Greasable bearings at pivot points. Hinge pin grease zerks.

4. Tailgate

7 GA 201 SS Tailgate with High lift tailgate option. Tailgate with T-bolt power latches. Two horizontal ribs.

Lifting eye and spreading chains.

5. Lighting

Two-LED (tail/ directional/stop) lights per side recessed and mounted in dump box.

One LED backup light per side recessed and mounted in dump box.

DOT markers.

All wiring shall be contained in conduit or body frame to prevent snow and ice damage.

All wiring splices shall be soldered, shrink wrapped and weatherproofed.

6. Ladder Rigid side ladder mounted to box at driver's side within stepping reach of fuel tank step. _____

7. Strobe Light Whelen, R2LPPCA, strobe light mounted with brush guard centered on the dump body cab guard. _____

9. Vibrator Factory installed box vibrator with in cab control and circuit breaker. _____

10. Mud Flaps Behind rear tire, hinged and removable. _____

11. Side Spill Shield Factory installed 6" plastic/rubber. _____

12. Dump Body and Mechanism Color Rust inhibited paint for underbody and unpainted dump body. _____

13. Shovel holder Shovel holder will be mounted in location similar to unit #070986. _____

**HYDRAULIC
SYSTEM
SPECIFICATIONS**

These are MINIMUM SPECIFICATIONS for a central hydraulic system designed for heavy-duty ice and snow control removal equipment. The system shall conform to all of the specifications set forth. _____

Bidder will be responsible for all costs associated with the installation and testing of all equipment. A HYDRAULIC CHECKLIST will be used to inspect and test all equipment, functions and installation upon delivery to the City of Casper. The exact mounting location of all hydraulic system components will be determined by a representative of the user agency, when the chassis is delivered for installation of components. _____

1. Hydraulic Pump: (FASD45L) The hydraulic pump shall be a U.S. manufactured axial piston pressure and flow compensated load- _____

sensing type. The pump shall be cast iron construction and rated to 6.00 cubic inches per revolution at maximum stroke which will deliver 24.7 gpm @ 1000 engine rpm. The pump shall have a 2" inch suction line and 3/4" case drain line plumbed directly back to the reservoir. The pump shall be rated for 3000 PSI maximum and 2500 PSI continuous. The pump shall have a severe duty, high pressure outboard Teflon shaft seal that protects the pump shaft bearing and seal from external contamination and salt spray. The pump shall have a 1 1/4" keyed drive shaft and SAE type C mounting flange. The pump shall be Force America FASD45 or prior approved equal. A single normally open, two position, two way, poppet style solenoid valve capable of stopping oil flow to the hydraulic system when actuated, shall be installed at the discharge port of the pump. The valve assembly must also incorporate a high pressure relief valve to protect the system from over pressurizing during system shut down. This solenoid valve shall be wired to a float type level sensor that is mounted through the top of the reservoir. The system shall be designed so that when the float contacts close, the solenoid valve stops the flow of oil to the system. At the same time, a signal will be sent to an indicator light on the control panel that alerts the operator of system shutdown. The control panel will also incorporate a momentary override switch wired to de-energize the shutdown system to facilitate diagnostics and equipment storage.

2. Mounting:

The hydraulic pump shall be rear engine/transmission mounted PTO setup to accept a pump in the rear

of the cab above the frame rails.
Should have extra cross-member to
allow pump mounting if required.
Pump shall be mounted with
driveline not more than a **three-
degree angle** on the engine.

3. Reservoir/Filter/Valve
Enclosure:

The hydraulic reservoir shall be of
35 gallons nominal capacity,
constructed of 10-gauge steel, and
be internally baffled. The
mounting bracket is to be designed
and supplied by the reservoir
supplier. The mounting bracket
shall allow for a 1” clearance from
frame obstructions. To prevent any
truck torsional loads from
transmitting through the reservoir,
the reservoir shall be mounted by
three points to the tank mounting
bracket. The enclosure shall use
gasket-less passive technology.
Rubber seals, gaskets, or weather
stripping of any kind are not
acceptable. The enclosure cover
shall be removable within seconds
by one person without the use of
any tools and shall protect from
both road and pressure washer
spray. The hydraulic oil filter shall
be mounted in the reservoir.
Hydraulic filter shall be a 16-
micron absolute and rated for no
less than 60 GPM. Filter shall be
an Internormen, Model
TEF31016VG16SP-UG60E115.
The filter will come with both a
visual and an electrical bypass
indicator. There shall be a high-
pressure filter plumbed between
the hydraulic pump and the control
valve assembly. The hydraulic
filter shall be a 25-micron absolute
and rated for 6000 psi. The filter
shall be an Internormen, Model
HP17125VG30EPUG5S2AE7050
P, or prior approved equal and be
equipped with visual and electrical
bypass indicators. All valve
fittings, hoses, filter, filler breather,
oil level/temp sensor units,

electrical connections, and valve assembly must be protected by the enclosure cover. Bulkhead fitting connections through the top of the enclosure as well as any other exposed valve fittings are not acceptable. The control valve assembly must be easily accessible from all six sides without the use of any tools. The valve plate shall be mounted to two hinged, swing down arms to allow for easy service of hoses. A 2" full flow brass ball valve shall be installed at the suction port of the tank. The reservoir and valve enclosure shall be a Force America, VT35, or approved equal.

Hose exit and entrance must allow for components to be mounted adjacent to the enclosure

All auxiliary functions shall be controlled from the main cab console, panel type, operated metering controls (joy stick) for the following functions:

- Dump body raise/ lower.
- Front plow raise, lower.
- Left, right, sander on off and blast.

4. Hydraulic Valves

The hydraulic valve shall be of modular manifold design. Each hydraulic function requires an individual manifold stacked together to form the manifold base.

The manifold base shall consist of an inlet section with SAE #16 inlet porting, SAE #20 outlet porting, and SAE #4 load sense porting.

There shall be a main system relief in the inlet section to protect the system from high pressure in case the pump compensators fail. The dump body manifold shall be stacked next to the inlet section, and capable of 40 GPM with SAE #12 porting. The hydraulic control valves shall be pulse-width modulated, proportionally

controlled. Each hydraulic valve segment shall be individually mounted to the manifold base assembly and be serviceable without removing any hydraulic hoses or any other hydraulic valve segments. Each hydraulic valve segment shall have individual pressure compensation to achieve independent simultaneous operations. All segments shall have heavy-duty continuous duty coils and connections shall be with Din connectors. All coils shall operate at 12 VDC and require a maximum of 1400 mille-amps. Each segment shall be equipped with manual overrides. The dump body segment shall be rated to 40 GPM, with all other segments rated to 20 GPM. If a double acting hoist is utilized, the dump body segment shall be equipped with a down side relief to protect the body down function. This relief shall be set to the hoist manufacturer's specifications. Valve segments shall be Add-A-Fold® model. The valve is to be arranged as follows:

- Hoist, 4-way with down side work port relief valve.
- Plow lift, 3-way with integrated power float valve.
- The hydraulic system's plow raise and lower circuit shall be supplied with a power float valve. This valve must be used with a load sense piston pump to prevent overheating. The hydraulic directional control valve for the plow raise and lower circuit must have closed cylinder ports in the neutral position in order to hold the plow up. The power float valve must be automatically turned off when the plow is raised. The same valve shall work for both single acting and double acting plow lift cylinders. The valve is to be activated by two solenoids.

- The float control valve must not alter the operation of any other hydraulic function on the vehicle or have an adverse effect on the performance of other hydraulically operated equipment including, if applicable, wing plow, body hoist, plow angle, or spreader functions.

- The power float valve manifold shall be constructed of aluminum and the valving shall be cartridge style. The manifold must be integrated into the main valve assembly and be protected by the main valve enclosure. The only required plumbing shall be from the manifold section for the plow raise and lower circuit. The manifold section must include a pressure gage for checking the float lift pressure.

- Plow angle, 4-way.

Spin-A-Veyer section, consisting of two pressure compensated cartridges that are a single piece design with hardened cartridge bores and spools. These shall be operated independently via a 12 VDC pulse width modulated signal. Each valve shall have heavy duty 7/16-20 UNF screw style manual overrides that are adjustable from no flow to full flow. These valves shall be mounted in a housing that is made of aluminum with gray anodizing for corrosion resistance and durability. The auger/conveyor shall be a 14 GPM spool and the spinner shall be a 7 GPM spool. The electrical connections shall be Din connectors.

Mixing of the valves make and model will not be acceptable.

5. Pump Driveline

The hydraulic pump shall be driven directly off of the engine via a splined driveline to allow for movement. The driveline shall include grease fittings on both u-

joints. Driveline shall be a Spicer, Model 1310 series. Drive shall be mounted at no more than a **three-degree angle**.

6. Cab Control Center

FORCE AMERICA SPREADER CONTROL CONSOLE: (SSC 6100)

Controls for all valve functions and electronic spreader control will be integrated into a single, self-contained control center. The control center shall be a padded armrest style that is ergonomically designed. Control center shall be modular in design for ease of installation and service, and wiring and connectors shall be keyed and color-coded throughout. All components must be durable for long life and trouble free operation.

The electronic controller shall be a fully proportional multi-stick controller to operate all cylinder functions. Multi-stick PWM driver electronics shall include as standard the capability to control at least 9 proportional outputs simultaneously. The control is available in a 3-stick or 4-stick configuration. Controls for spreader must be located on armrest at the operator's fingertips.

There shall also be four auxiliary rocker switches available with an additional fifth switch being the main power switch for the spreader control. The switches shall be located between the joysticks and spreader control interface and each shall be rated for 15 amps continuous current minimum. Console options shall be capable of supplying full-rated power to switch outputs when all four auxiliary switches are at full 15 amp load.

For ease of operation the multi-

stick control shall include the following features: LED-backlit nomenclature for all joystick functions and a momentary push-button at the top of the hoist stick to provide hoist-interlock. The hoist decal shall be illuminated amber while disabled, and change to green backlighting when the driver engages the hoist interlock button. The green hoist LEDs shall remain illuminated while the hoist is under operation and shall time-out after a period of hoist inactivity that is selectable from 0 to 15 seconds.

The plow, wing, scraper, or other joysticks shall have the option to include a momentary pushbutton for activation of remote spreader standby, remote spreader blast, or electric joystick interlock. The multi-stick communication hardware/software shall include four integral float options. The use of add-on float modules is unacceptable. For flexibility of use the integral float programming shall have the following standard features:

- 4-axis functional float on any or all of the outputs with selectable forward/back, right/left functionality.
- 3-way or 4-way functionality.
- Selectable three second float delay timer.
- Optional float enable switch inputs.
- When float output for a given joystick function is active, the LED-backlit nomenclature shall blink ON/OFF to provide visual feedback to the operator that the float function is engaged.

To ensure longevity of performance all lighting to be

solid-state LED technology. The use of incandescent lamps or EL backlighting is unacceptable.

All function joysticks shall be of contact-less Hall-effect design and offer up to a 5-million cycle life. The use of potentiometers is unacceptable. To increase safety of operation, joystick communication hardware/software shall include the following standard features:

- Input power monitor circuitry with power quality diagnostics.
- Redundant dual-reference joystick signals for each joystick axis.
- Joystick input off-center checking on all axes and output shutdown on system power-up.
- Joystick out-of-range fault condition checking and output shutdown.
- True outputs off with joystick centered.
- LED-backlit nomenclature shall illuminate and flash RED when any error condition exists and an audible alarm shall sound.
- LED-backlit nomenclature shall blink ON/OFF with increasing frequency as the corresponding function is increased in speed to give the operator visual feedback of each joystick output.

Multi-stick control shall communicate all joystick data over the spreader control CAN bus. For ease of service and diagnostics the multi-stick control shall have the following easily accessible through the spreader control calibration menus:

- Unique MIN/MAX adjustments for each joystick function (forward, back, left and right).
- On-screen output status

indicators for each PWM output.

- Audible and visible output error status indicators with flashing error codes for each joystick function.

The multi-stick control joystick outputs shall be communicated over the spreader control CAN bus to the valve module. Spreader control outputs and joystick control outputs shall be operated on the same valve module, or multiple modules as necessary.

The electronic spreader control shall be designed for precise, closed-loop control of granular and prewet liquid applications and operate on a CAN Bus protocol. The Central Processing Unit (CPU) shall have keyed and color coded connections to prevent incorrect installation. The CPU shall be mounted in the cab with visual access to diagnostic LEDs. Mounting of the CPU unit outside of the cab is unacceptable. The unit shall have USB connectivity for file and data transfer, Ethernet connection, a J1939 communication port for connection to the vehicle bus, a second CAN bus communication port for spreader-only data use, a J1708 connection for a road and air temperature sensor, and a RS-232 connection for AVL communication. The CPU shall have on-board diagnostics, which provide real-time status of CAN bus communication, processor activity, and power status. The CPU shall have a built-in audible alarm for diagnostic purposes. The CPU operating system shall NOT be Windows-based.

The spreader control interface shall have two, color-coded, continuous rotation encoders for granular and

spinner control. These encoders shall have integrated push buttons for blast mode and stand-by. The controller shall have a third multifunction 4-way joystick that has an integrated rotary encoder and push button, that can be used for menu navigation, prewet liquid control, or an additional conveyor function. There shall be four, two-way soft keys included in the interface that are generically-labeled and user-configurable for different functions depending on the equipment needs. The controller shall also utilize iButton technology that is capable of using a supervisor key to provide access to the calibration parameters without the access code. The entire operator interface shall be backlit and encased in flexible silicone material with wear-limiting coating applied to the base silicone material. The operator interface shall communicate on the spreader control system CAN bus.

The spreader control display shall be a remotely-mounted, 7" diagonal color TFT LCD, with a low-profile 16:9 widescreen format and minimum of 800x480 pixel resolution. LCD shall have variable LED backlighting. CCFL backlighting is unacceptable. The display shall include a scratch-resistant polycarbonate lens with anti-glare coating. A power status LED shall be immediately visible on the front of the display and shall report display diagnostics including loss of CAN communication. Display unit shall have a built-in audible alarm. To avoid driver distraction, the display shall have no integrated dials or pushbuttons and shall not be touch screen. LCD shall communicate on the spreader control system CAN bus.

The operator menus shall be color-coded to match the encoder knobs on the operator interface. The display shall be capable of displaying the following on-screen simultaneously: Granular material name, granular material set point and actual application rate including units of measure, prewet liquid name, prewet liquid set point and actual application rate including units of measure, spread width, road temperature, air temperature, material usage total, liquid usage total, vehicle speed, and current date and time. The operator shall have the option of selecting five data items to be displayed onscreen during operation. The display will also provide four warning light indicators for low oil level, body up, oil temp, and filter bypass. These warning lights are to be functional regardless of spreader operation or status.

The display must provide visual indication that the spreader control is connected to a compatible AVL device, if equipped. The spreader control shall warn operator if communication with the AVL device fails at power-up.

A proportional PWM driver and input module (valve module) shall be remotely-mounted inside the hydraulic valve enclosure for control of both spreader control and joystick control outputs. The entire valve module shall be of rugged design for the mobile environment, and must meet IP68 requirements for dust and water ingress. The valve module shall include a minimum of eight proportional PWM outputs with potted valve output connections. All outputs shall be protected against short-circuits. Outputs

shall be current-compensated and have adjustable PWM frequency. There shall be a minimum of five switch-to-ground type inputs for monitoring hydraulic system inputs such as oil level, body up, high and low filter bypass, and oil temperature warnings. A minimum of two switch-to-ground type pulse train inputs shall be included in the valve module for connection of feedback sensors such as auger feedback and pre-wet liquid flowmeter feedback. A keyed and color-coded connection shall be provided for CAN bus connection to the CPU module inside the cab. A second CAN bus connection must be provided for daisy-chaining of multiple valve modules within the valve enclosure. Diagnostic LEDs shall be included for every input and output on the valve module, as well as a power status LED and CAN bus activity LEDs. The valve module shall be potted. The valve module shall include a stainless steel legend plate with engraved text for easy cleaning and identification of valve module connections.

The integrated spreader control and joystick control system shall be equipped with a qualified ESTOP device that immediately disconnects battery power from all outputs. All spreader control and joystick-operated outputs shall immediately cease to function and the system display shall inform the operator that the ESTOP device has been activated. The ESTOP device must remove power from all output devices, while maintaining power to the display and CPU for diagnostic purposes. Resetting of the ESTOP device shall not result in spreader control and joystick-operated outputs returning to an

ON state without operator acknowledgement.

The control center shall be a FORCE America Patrol Commander MPJC Ultra series with a 6100 model spreader control.

All toggles/rocker switches to have indicator lights and labels indicating function and action.

All accessory toggle/rocker switches will be mounted on the Force America console.

The control center will be powder coated inside and out.

The console will be attached securely to the floor of the cab with an adequate base and braces to compensate for any floor flexing.

7. Hoses & Fittings & Connectors

All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system. Suction line between reservoir and pump shall be a minimum of 2 in. I.D. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy duty banding straps, radiator hose clamps unacceptable. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating. Return lines and case drain shall have minimum SAE 100-R1 rating.

Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing. Support brackets, grommets, and tie wraps shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact.

Hoses shall not be routed near exhaust manifolds pipes, bolts,

sharp edges, and exhaust system to prevent wear, fatigue, or fire. Pipe fittings shall not be used in any high-pressure line. Maximum distance between support clamps on all hydraulic lines shall be 24inches.

The hoist pressure hose will be exceed hydraulic and hoist manufacturer's specifications. The pressure hose between the sander section and the sander flow control valve will be 3/4". The pressure hoses for sander conveyor/auger and spinner motors will be #12 and include #12 quick disconnects, of the Aeroquip #55601-12-12S, 5601-16-16S, and 5602-12-12S or equal with double shutoff, shall also have plugs and caps attached to body. Sander motors will utilize a common 3/4" return hose and two #12 quick disconnects. Hoses run to the front of the chassis for snow plow lift and angle function will be #8 with #12 quick disconnects, of the Aeroquip (2) #5601-12-12S and (1) #5602-12-12S or equal and shall have storage plugs and caps attached to body. The exact mounting location of the quick disconnects will be determined by the user agency or their representative when the chassis is delivered for installation of components. All hydraulic hoses to be flushed inside with solvent prior to installation. Vendor (installer) will be held responsible for any malfunctions in the hydraulic system due to pressure drops or back pressures. The manufacturer's pressure rating for fittings/ hoses must be exceeded by 50% their intended use in the hydraulic system. The fittings for the pump inlet and outlet ports must be flanged, 90 degree, bent stem. The fittings for the valve assembly work ports must be

straight O-ring thread, bent stem 90 degree. All pressure lines throughout the hydraulic system will utilize JIC fittings. Air lines installed to operate hydraulic valves, hoist cylinder, plow and salter valves are to be a minimum 1/4 " OD polyethylene. The airlines must be DOT approved for brake systems. Each airline must be permanently labeled with individual numbers, for function identification. All airline fittings will be brass push-in type. An 85 pound air protection valve must be installed at the chassis air reservoir where the feedline for air controls will be connected. Hydraulic and airline must be installed in a secure and orderly manner with adequate support throughout the system. All hoses must be installed to conform to industry standards relating to bending radius. No hoses will be attached to or bundled with, electrical cables or wires. The use of common support bolts to attach clamps is acceptable as long as the electrical and hydraulic hose clamps are 180 degrees from each other.

Hydraulic lines for connection of material spreader spinner, and conveyor, shall be mounted behind left rear of the truck's cab. (See City of Casper unit # 070992).

Shall also provide and install one WOODHEAD, # 27W81 connector with weatherproof cap that will allow for the mating of current City-owned material spreader auger sensors and material spreader lighting/wiring to truck and the Command All. This connector will need to be positioned at or near the left rear of the truck's cab as well.

To include hoses, connectors and

cable for operation of sander/salter. _____
All lines connected, conveyor _____
sensor and electrical. _____

Ground speed for sander shall be _____
orientated to maintain a pre- _____
determined application rate _____
regardless of vehicle speed, control _____
shall be by microprocessor for high _____
control accuracy, automatic _____
calibration and flexibility of _____
programming. _____

8. Plow and Hitch

Wausau 5.4 multi-section snow _____
plow. Wausau/Schmidt Din Plate _____
Quick Hitch for Wausau/Schmidt _____
5.4 snow plow. Install to _____
manufacturer's specifications. _____
Clearance from Front of Hood to _____
Front of Din shall be 16" **NO** _____
EXCEPTIONS (Height off _____
ground, etc.).See City of Casper _____
#070786 for hose mounting _____
location. _____

9. Salt Spreader

HENDERSON FSH - I _____
(FORMED CHAIN SHIELD) _____
Spreader to have LED flashing _____
light kit installed _____
409 STAINLESS STEEL _____
construction _____
84" WIDE STANDARD BODY _____
13' HOPPER LENGTH _____
48" HOPPER HEIGHT _____
PINTLE CHAIN, .25" X 1.5" _____
1.25" STANDARD IDLER _____
1.5" DRIVE w/ 50:1 GEARCASE _____
CONVEYOR MOTOR w/ _____
SENSOR EATON _____
DUMP OVER STYLE SPINNER _____
CHUTE _____
STAINLESS STEEL _____
HARDWARE _____
NON-PAINTED _____
INSIDE LIFT BARS _____
HOSES, REAR & SIDE TUBES _____
Side tubes stainless ILO Std & on _____
Driver side _____
BODY GUIDES _____

HENDERSON CUSTOM FSH _____

**and operable, the dealer shall
provide another temporary
permit or legal temporary plates
until the vehicle is permanently
licensed.**

NOTE: These forms may be duplicated.

Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of the final unit from the first order.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification.

Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell Fleet Manager, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410

PROPOSAL FOR FURNISHING
TWO (2) 58,000 LB. GVW RATED
TANDEM-AXLE TRUCK WITH BODY,
HYDRAULICS, SNOW PLOW, AND SALT SPREADER
FOR THE
STREETS DIVISION OF THE PUBLIC SERVICES DEPARTMENT

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 21, 2022.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for two (2) new Tandem Axle Trucks as fully specified \$ _____

II. Trade in allowance for unit # 070981, a 2009 Sterling LT9500 \$ _____
VIN# 2FZHAZCVX9AAM7944

III. Trade in allowance for unit # 070986, a 2011 MACK GU813 \$ _____
VIN# 1M2AX18C2BM012842

IV. NET COST TO THE CITY: (Total Price) \$ _____

V. Delivery: F.O.B. manufacturer of the City of Casper's choice within _____ calendar days after award of contract by City Council.

VI. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
Two (2) 58,000 LB. GVW RATED
TANDEM-AXLE TRUCKS WITH BODY,
HYDRAULICS, SNOW PLOW, AND SALT SPREADER
FOR THE
STREETS DIVISION OF THE PUBLIC SERVICES DEPARTMENT
(Approved by the City Attorney)

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell Fleet Manager, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 15, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize the Purchase of Three (3) New Three-Quarter-Ton Pickup Trucks, in the Total Amount of \$157,566.00, Before Trades, for Use by the Casper Fire Department.

Meeting Type & Date
Regular Council Meeting
December 6, 2022

Action type
Minute Action

Recommendation
That Council, by minute action, authorize the purchase of three (3) new three-quarter-ton pickup trucks, from Greiner Ford, Casper, Wyoming, to be used by the Casper Fire Department, in the total amount of \$157,566.00, before trades.

Summary
On October 20, 2022, bids were publicly open for three (3) new three-quarter-ton pickup trucks with 6.5' beds. Three (3) bids were received. The new pickup trucks will be used by two (2) Chief Officers and one (1) training Captain for public education events, new and existing building inspections, respite care and daycare inspections, fire code consultations, fire cause and origin investigations, and various department training activities and needs. The Casper Fire Department will trade/sell two (2) vehicles that have met the criteria for replacement, increasing their fleet by one (1) vehicle. The increase in fleet is due to increasing call volumes and training activities that justified the need for another vehicle. The approved budget for this purchase is \$199,500.00.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade/Sell</u>	<u>Net Cost</u>
(3) 2023 Ford F250's	Greiner Ford Casper, WY	\$157,566.00	\$8,462.00	\$149,104.00
(3) 2023 Ram 2500's	Fremont Motors Casper, WY	\$178,935.00	\$10,160.00	\$166,960.00
(3) 2023 Ford F250's	Fremont Motors Sheridan, WY	\$178,935.00	\$10,160.00	\$168,775.00

Recommendation from staff is to move forward with the purchase of the three (3) pickup trucks from Greiner

Ford of Casper as they have met all specifications in the bid.

Trades are as follows:

Unit #111159, 2000 Ford F250 – 22 years of age, 155,000 miles, and \$37,309.00 in maintenance costs.

Unit #111191, 2011 Ford Expedition – 12 years of age, 80,000 miles, and \$25,816.00 in maintenance costs.

Staff was unable to locate a similar option off of the Wyoming State bid for a “piggyback” type bid.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by the One-Cent capital.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Jason Speiser, Deputy Chief of the Casper Fire Department, after the vehicles are received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 21, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., October 12th, 2022** for the following:

Three (3) new **3/4 Ton Crew Cab 4x4 Pickup Trucks with 6.5' Beds**, to be used by the Casper Fire-EMS Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Three (3) new **3/4 Ton Crew Cab 4x4 Pickup Trucks with 6.5' Beds**, to be used by the Casper Fire-EMS Department. This unit shall be new with less than fifteen hundred (1500). Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

3/4 Ton Pickup Truck

- American Manufacturer _____
- Two sets of keys _____
- Mileage: 1500 miles or less _____
- Automatic Transmission _____
- Power Steering _____
- Tilt Steering Wheel _____
- Trailer/tow package _____
- Factory installed trailer brake controller _____
- Running Boards _____
- Power Brakes _____
- Power Windows _____
- Power Door Locks _____
- Four Door Crew Cab _____

6.5' bed with factory spray liner (optional). Provide cost for this option

Four Wheel Drive

Electronic shift on the fly

Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all season, all terrain tread

Spare Tire & Wheel to include Jack & Lug Wrench

AM/FM Radio with Bluetooth Factory Installed

Heater/Defroster

Current Model Year Emissions Compliant Gas Engine

Factory Air Conditioning

Intermittent Wipers

Engine Block Heater

Remote Start

Permanent anti-freeze protection to minus 30 degrees F.

Factory installed back up camera and sensors

Manufacturer's standard single color, white

Four-wheel anti-lock braking system

Cloth seats, matching trim throughout in Standard color, Steel or equivalent

Dual Alternator and 2nd Battery

Heavy Duty Vinyl Flooring throughout

OEM heavy duty rubber floor mats

Chrome Package: Front and Rear Bumpers, Grill, and Alloy Wheels.

Miscellaneous

5 Year 60,000 Mile Power Train Warranty minimum

All warranties to begin upon delivery of vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Copy of Order Confirmation to be provided upon Completion of the order.

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment.

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel - Minimum of 85 Octane or required octane for engine as stated by manufacturer.

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
THREE (3) NEW 3/4 TON CREW CAB 4x4 WITH 6.5 FT BED
FOR THE CASPER FIRE-EMS DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 21, 2022

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for three (3) new 3/4 ton Crew Cab Pickup with 6.5 ft. bed, as specified \$ _____
- II. Trade-in allowance for Unit #111159, 2000 Ford F250 Extended Cab 4x4 VIN, 153, 628 miles \$ _____
- III. Trade-in allowance for Unit #111191, 2011 Ford Expedition 4x4 VIN, 76,812 miles \$ _____
- IV. NET COST TO THE CITY (Total Price): \$ _____
- V. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- VI. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
Three (3) NEW ¾ TON CREW CAB 4x4 WITH 6.5 FT BED
AND ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 21st day of September**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 15, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Out Front Rotary Mower With Attachments, in the Total Amount of \$50,250.00, Before Trade, for Use by the Cemetery Division of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new out front rotary mower with attachments, from Stotz Equipment, Casper, Wyoming, for use in the Cemetery division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$50,250.00 before trade.

Summary

On October 20, 2022, bids were publicly open for one (1) new out front rotary mower with attachments; two (2) bids were received. Cemetery staff will use the new mower to mow the entire cemetery grounds. In the winter months, staff will attach the snow blower to clear snow from the sidewalk that boundaries the entire cemetery.

The trade-in for this purchase is Unit 90965 - 2012 John Deere Mower – 10 years of age, 3,100 hours, and \$27,903.00 in maintenance costs.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) 1575 John Deere Out front mower	Stotz Equipment Casper, WY	\$50,250.00	\$2,000.00	\$48,250.00
(1) 3300D Toro Out front mower	Midland Implement Billings, MT	\$54,398.00	\$2,500.00	\$51,898.00

The recommended purchase of the small area mower from Stotz Equipment, Casper, WY complies with the intent of all specifications.

Budgeted amount for this project is \$52,000.00

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by One Cent Funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
September 27, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., October 20th, 2022** for the following:

One (1) new **Out Front Rotary Mower and Attachments** to be used by the Cemetery Section of the Parks, Recreation, and Public Facilities Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Out Front Rotary Mower and Attachments**, to be used by the Cemetery Section of the Parks, Recreation, and Public Facilities Department. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Out Front Rotary Mower

- American Manufacturer _____
- Diesel engine with minimum of 36 hp. _____
- 72" side discharge deck **WITH** Recycler Kit _____
- Minimum 12 gallon fuel tank capacity _____
- AWD traction system, bi-directional 4 wheel drive _____
- Maximum ground speed shall be 15mph _____
- Two sets of keys _____
- Power Steering _____
- Tilt Steering Wheel _____
- Tires: 4 ply tires, turf tread _____
- Removable ROPS certified heated hard cab _____

Must not weigh more than 2500lbs

Rotary deck must flip 90 degrees for maintenance

Attachments

60" clearing width Snow blade, fully hydraulic lift and Angle adjustment.

53" mechanically driven snow thrower with hydraulic adjustable discharge chute.

Miscellaneous

Operators and Service manual to be delivered to the City of Casper along with the mower

2 Year Warranty minimum

All warranties to begin upon delivery of vehicle

Copy of Order Confirmation to be provided upon Completion of the order.

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment.

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW OUT FRONT MOWER AND ATTACHMENTS
FOR THE CEMETERY SECTION OF THE PARKS, RECREATION, & PUBLIC FACILITIES
DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated September 27, 2022

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new out front mower & Attachments, as specified \$ _____
- II. Trade-in allowance for Unit #90965, 2012 John Deere out front mower
VIN #1TC1420GECT120056, 3000 hours \$ _____
- III. NET COST TO THE CITY (Total Price): \$ _____
- IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW OUT FRONT ROTARY MOWER
AND ATTACHMENTS
(Approved by the City Attorney, 2014)
Dated the 27th Day of September**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 4, 2022

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

FROM: Andrew Beamer, Public Services Director *AB*
Cynthia Langston, Solid Waste Division Manager
Sean Orszulak, Superintendent of Solid Waste
Joshua Williams, Collection Supervisor

SUBJECT: Authorization to Purchase by Minute Action Residential Trash Containers, in a Total Amount Not to Exceed \$46,900.00, for Use in the Casper Solid Waste Division.

Meeting Type & Date:

Regular Council Meeting
December 6, 2022

Recommendation:

That Council, by Minute Action, authorize the purchase of 504 residential trash containers from Ameritech Equipment Company (herein referred to as ATEC) in an amount not to exceed \$46,900.00, for use in the Casper Solid Waste Division.

Summary:

Solid Waste collection staff replace approximately 2.5% of the residential trash containers in use by City of Casper residents per year. The City of Casper has purchased Otto brand 95-gallon rollout trash containers for the last several years. When trash containers were bid approximately ten (10) years ago there was only one (1) local distributor, ATEC who bid. Otto Environmental Systems North America, Inc. (herein referred to as Otto) is the only trash container manufacturer with a local distributor in Casper, Wyoming. ATEC and Otto continue to be the only local vendor/manufacturer to provide bids. In addition, Otto offers the following features other trash container manufacturers do not:

- “Hot Stamp” lid message including the serial number, “Property of” message, and bag your trash statement.
- Trash container shape that lifts effectively with the City’s side loader arms.
- Durability to stand up to Casper’s cold and windy climate conditions, i.e., 20 plus replacement life.

In the spirit of the City’s three-quote rule, staff acquired two (2) online quotes with specifications closest to the City’s residential trash container specification including online quotes from 1) Global Industries.com – Otto 95-gallon trash container, \$223.95 each + freight, and 2) Uline.com – Uline trash container with wheels 95-gallon, \$145.00 each + freight. ATEC’s attached quote is good for 7-days due to instability of freight costs and plastic resin markers; thus, a ten (10) percent contingency added to the quote for a total cost of \$46,900.00. Staff recommends approval by minute action to purchase residential trash containers from ATEC, quotes attached.

Financial Considerations:

Funding from Refuse Reserves and included in the FY23 budget, GL Account 2050042-6101. Bid came in under the \$55,000 budgeted amount.

Oversight/Project Responsibility:

Sean Orszulak, Superintendent of Solid Waste Operations/Joshua Williams, Collection Supervisor.

Attachments:

ATEC Quote, (\$73.00/container plus freight, \$42,593.04 with 10% contingency) \$46,900.00

Uline Quote, (\$130.00/container plus freight)

Global Industries Quote, (\$103.95/container plus freight)



PO BOX 2888
 Casper, WY 82601
 Karl Farrington
 (307) 234-9921 Office
 +1 3072584665
 karl@307atec.com

Bill To Name City Of Casper
 Bill To 200 North David
 CASPER, WY 82601
 USA
 Ship To 1800 EAST K ST
 CASPER, WY 82601
 USA

Quote Number 00009412
 Created Date 11/1/2022
 Contact Name JC Kirk
 Phone 307-235-8246
 Email jkirk@casperwy.gov
 Expiration Date 11/11/2022

Quantity	Product	Custom Description	Labor Price	Parts Price
504.00	95 GAL EDGE TRASH CART BLACK	CART STYLE: OTTO 95 GAL EDGE - METAL BAR/BIB/ONE HANDLE CART BASE COLOR: 60 - BLACK LID COLOR: 60 - BLACK WHEEL: 12" WHEEL BLOW MOLD W/.844 I.D. SNAP-ON	\$0.00	\$36,792.00

Totals

Total Parts Price	\$36,792.00
Total Labor Price	\$0.00
Pre-Tax Quote Total	\$36,792.00
Freight	\$5,801.04
Tax Total	\$0.00
Quote Grand Total	\$42,593.04

PO Required

PO Number _____

Quote Acceptance

Signature: _____

Name: _____

Date: _____

Comments

PRICING IS SUBJECT TO CHANGE DUE TO
 THE INSTABILITY OF THE RESIGN MARKET
 AND AVAILABILITY

Terms & Conditions

- F.O.B Ameritech Equipment Company. Freight charge is estimated at the time of quotation. The charge is subject to change at the time of delivery.
- Modifications to customer order after quotation will be at the customer's expense and will be added to the customer's invoice. Customer will be notified prior to any modifications.
- Fast flash adjustments vary by model and is **Customer Responsibility**.
- Quoted price may not include any applicable F.E.T., sales taxes, and delivery charges, or surcharges from manufacturer.
- Quote price does not include any unforeseen obstructions or modifications.
- Quotation valid until above stated expiration date.
- Terms are due upon receipt unless prior credit arrangements are made at the time of order



PO BOX 2888
Casper, WY 82601
Karl Farrington
(307) 234-9921 Office
+1 3072584665
karl@307atec.com

- 50% down payment required with special order items. NON REFUNDABLE.
- **We only Accept Cash, Check, Visa and MasterCard. A 3% Surcharge on all Credit Card Sales**

Uline Trash Can with Wheels - 95 Gallon, Black



Rolls to the curb with ease. "Garbage man ready."

- Recessed upper lift pocket and steel lower lift bar for fully automated and semi-automated collection systems.
- Lid opens 270° on molded hinges.
- Streamlined body with easy-rolling 10" plastic wheels.
- ANSI compliant.

[More Images](#)

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH			COLOR	IN STOCK SHIPS TODAY	
				1	3	6+			
H-7938BL	95 Gallon	34 x 29 x 45"	33	\$155	\$150	\$145	<input checked="" type="checkbox"/> Black	1	<input type="button" value="ADD"/>

SHIPS VIA MOTOR FREIGHT

[+ Additional Info](#) [+ Accessories](#) [+ Shopping Lists](#) [Request a Catalog](#)

RELATED ITEMS

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 12 LOCATIONS

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[Add Product by Model #](#)

Model #	Description	Qty	Price	Total	Remove
H-7938BL	Uline Trash Can with Wheels - 95 Gallon, Black	504	\$145.00/EA	\$73,080.00	
				SUBTOTAL = \$73,080.00	

[Update](#)

[Shipping](#) | [Sale Code:](#)

[Add](#) | [Questions?](#)

\$300+ orders are eligible for a free item.

GO

[Continue Shopping](#)

Shopping Cart

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Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-7938BL	Uline Trash Can with Wheels - 5				

ESTIMATE SHIPPING



One or more of your items must ship via truck due to its size and/or weight.
UPS Ground service is not available for this order.

Zip Code

This is a residential address.

GO

Shipping Method	Delivery Time	Cost
Truckload	3 days	\$9,042.80 ▼

Shipping | Sale Code: | Add |

Carrier Information



Global Industrial™ Mobile Trash Container, 95 Gallon Blue
 Item # 20172536

Price \$114.95
 Item # 20172536
 Global Industrial.com

Qty: 1 \$114.95
 Qty: 35 \$417.83

*more than 35, 103.95/each
 plus freight*

Customers Also Viewed



HEAVY DUTY MOBILE WASTE CONTAINERS
 95 Gallon Capacity Container

Global Industrial's heavy-duty mobile trash container is made from high-strength polyethylene and is designed to withstand harsh conditions. It features a heavy-duty lid and a locking mechanism to prevent unauthorized access. The container is also equipped with a locking mechanism to prevent unauthorized access. The container is also equipped with a locking mechanism to prevent unauthorized access.

HEIGHT INCHES	31.50
DEPTH INCHES	25.50
HEAVY DUTY	NO
CAPACITY	95
COLOR/TEXT	Blue
CONSTRUCTION	High Density Polyethylene
WHEEL	NO
WHEEL DIAMETER INCHES	0
CARTON WEIGHT LBS	0
WEIGHT	20.00

Customer Review

Product: **Global Industrial™ Mobile Trash Container**
 Reviewer: **WILLIAM**
 Review: **Works as described.**

Product: **Global Industrial™ Mobile Trash Container**
 Reviewer: **DAVID**

Review: **Product is a good quality, easy to use, and works as described.**

\$1,300

50

Home > All Products > Facilities Maintenance > Trash Cans with Wheels > Mini Trash Cans with Wheels

Uline Trash Can with Wheels - 95 Gallon Blue



Mini Trash

Keeps the earth with ease. "Garbage men ready."

- Recessed upper lid pocket on sleek, low-profile lid for fully automated and semi-automated collection systems.
- Lid opens 270° on molded hinges.
- Streamlined body with easy-rolling 10" elastic wheels.
- ANSI compliant.

more than 64 \$130⁰⁰ each plus freight

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. LBS.	PRICE EACH			COLOR	IN STOCK SHIPS TODAY
				1	2	4		
40588BLU	95 Gallon	44 x 24 x 45"	33	\$140	\$130	\$130	<input type="checkbox"/> Blue	<input type="checkbox"/> <input type="checkbox"/>

SHIPS VIA MOTOR FREIGHT

[Add to cart](#) [Add to favorites](#) [Shipping list](#) [Request a Quote](#)

RELATED ITEMS

[95 Gallon Blue](#) | [95 Gallon Red](#) | [95 Gallon Yellow](#)

Shopping Cart (504)



Global Industrial™ Mobile Trash Container, 95 Gallon, Black

ITEM #: WB237281BK

504

\$112,870.80
(\$223.95/unit)

[Save for later](#)

[Remove](#)

Your Cart Summary

Item Total

\$112,870.80

Subtotal

\$112,870.80




Total

\$112,870.80

Taxes are calculated during checkout.

December 6, 2022

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Amoco Reuse Agreement Joint Powers Board Reappointment

Meeting Type & Date

Regular Council Meeting, December 6, 2022

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the reappointment of Mr. Rob Hurless to the Amoco Reuse Agreement Joint Powers Board (ARAJPB).

Summary:

The ARAJPB has one (1) board position whose term will end on December 31, 2022. Current member Rob Hurless has submitted a letter of interest to be reappointed to the board. A letter of support for Mr. Hurless's reappointment has also been provided by the ARAJPB's Vice-Chairman Terry Lane.

The ARAJPB is a joint City/County board that requires approval from both the City Council and the County Commissioners. These items are on the County Commissioners December 6, 2022, agenda for approval as well.

This was Mr. Hurless's first term and he is eligible for one (1) additional three (3) year term which would begin January 1, 2023 and expire on December 31, 2025.

Financial Considerations:

No Financial Considerations

Oversight/Project Responsibility:

Amoco Reuse Agreement Joint Powers Board

Attachments:

Rob Hurless Letter of Interest

Terry Lane Letter of Support

November 8, 2022

Honorable Mayor of Casper and
Chair of the Natrona County Commissioners

Honorable Mayor, Pacheco;
County Commission Chair, Bertoglio:

Please accept my letter of interest to be reappointed for another three year term on the Amoco Reuse Agreement Joint Powers Board. I have served on the board for the past three years and would like the opportunity to remain on the board and carry on the work currently in progress.

I am currently serving as Board Chairman. I would like to continue the ARAJPB's efforts with development in the Platte River Commons and Salt Creek Heights. It is also important to continue improving the economic position at Three Crowns Golf Course.

Thank you for your consideration.

Best regards,

A handwritten signature in black ink, appearing to read "Rob Hurless", with a long horizontal flourish extending to the right.

Rob Hurless
307-259-0494



**AMOCO REUSE AGREEMENT
JOINT POWERS BOARD**

2435 King Blvd, Suite 249
Casper, WY 82604
(307) 472-5591

renee@arajpb-casper.org

**SALT CREEK HEIGHTS
BUSINESS CENTER**

Terry Lane
Amoco Reuse Agreement Joint Powers Board (ARAJPB) Vice-Chairman

November 21st, 2022

Natrona County Commissioners and Casper City Council,

Please accept this letter as recommendation that Rob Hurless be appointed to a second 3-year term. During Rob's current term he has been very proactive on the board and within the community. He has held strong leadership values with a vision towards the long-term goals of the board. Recently as chairman Rob has worked towards a plan to have Wyoming Department of Environmental Quality (WDEQ), BP, and the ARAJPB board change development possibilities and restrictions on the Platte River Commons and Salt Creek Heights.

These efforts may help spur growth in both of our locations.

During his current tenure Rob has communicated with all board members with an open mind. He is also always willing to listen to an idea or concept that will help the boards efforts.

We hope that Rob will be appointed to his second 3-year term. He has been a great asset not only to the board, but the community in whole.

Sincerely,

Terry Lane ARAJPB Vice-Chairman