

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, December 20, 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.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - Speak to the City Council with civility and decorum.
- III. The City Council will not respond to any comments or questions concerning personnel matters. Any such comments or questions will be handled by the appropriate persons. Public hearing comments and presentations will be limited to five minutes or less per person, nor will time extensions be permitted. no duplication of speakers will be allowed.
- IV. Questions posed by speakers may, or may not be responded to by Council Members.
- V. Willful disruption of, or the breach of the peace at, a Council Meeting may result in the removal of any such individuals or groups from the Council Chambers.
(These Guidelines are also posted at the podium in the Council Chambers)

Please silence cell phones during the City Council meeting.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF BILLS AND CLAIMS
4. COMMUNICATIONS FROM PERSONS PRESENT

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5. PUBLIC HEARINGS

A. Minute Action

1. New **Restaurant Liquor License No. 50** for **Antojitos Shiwas LLC** dba Antojitos Shiwas, Located at 611 West Collins.

6. THIRD READING ORDINANCES

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

1. Communications from Persons Present

7. RESOLUTIONS

A. Consent

1. Authorizing the Mayor to Sign the **Casper Historic Preservation Commission Annual Report**.
2. Authorizing a Contract for Professional Services with **Equalized Production, LLC**, for Design & Construction Services for the **Ford Wyoming Center Sound System Replacement**, Project No. 22-052.
3. Authorizing a Contract for Professional Services with **DBC Irrigation Supply**, for Professional Services for the **Irrigation System Improvements**, Project No. 22-051.
4. Authorizing an Agreement with **71 Construction, Inc.**, for the **2023 Cape Seal**, Project No. 22-048.
5. Authorizing a Procurement of Goods Agreement with **Serpentix Conveyor Corporation** for **Supplying Conveyor Components** for Use at the Wastewater Treatment Plant.
6. Authorizing a **Real Estate Purchase Agreement with Knife River** for the Purchase of **47.94-Acres of Undeveloped Land Adjacent to the Old Landfill Area South of Metro Road**.
7. Authorizing a **Lease Agreement** Between the City of Casper and **Mountain Sports**.
8. Authorizing an Agreement with **Crown Construction, LLC**, for the **North Platte River Pathway Replacement and Boat Ramp Installation**, Project No. 21-056.
9. Authorizing Amendment No. 1 to the Contract for Professional Services with **Holland and Hart, LLP** for **Providing Legal Services**.

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10. Employing **Eric K. Nelson** as **Casper City Attorney**, and Authorizing the Execution of an Employment Agreement.
 11. Authorizing a Contract Between the City of Casper and **T-O Engineers, Inc** for the **Westwinds Road Extension and Land Use Study**.
 12. Authorizing a Merchant Agreement with **DrivePayments, LLC**, to Set Up the Qualifying Merchant Account to **Transition the City of Casper Utility Account to a Service Fee Model**.
8. MINUTE ACTION
- A. Consent
1. Authorizing the **Reappointment of Greg B. Groves to a Three-year Term as a Civil Service Commissioner**, Effective January 1, 2023
 2. Reappointing **Ronald Shosh, Jr.**, as the **Architect to the Old Yellowstone District Architectural Design Review Committee** to a One (1) Year Term Expiring December 31, 2023.
 3. Appointing Randall W. Hein and Tammi Chappell; and reappointment of Carolyn Buff, Anthony Jacobsen, Maureen M. Lee, and Paul Yurkiewicz to the **Casper Historic Preservation Commission**.
 4. Appointing One (1) New Member to **Casper’s Council of People with Disabilities** for a Term of Three (3) Years Beginning December 20, 2022.
 5. Authorizing the **Purchase of Six (6) New Portable Vehicle/Equipment Lifts**, for Use by the **Fleet Division** of the Support Services Department.
 6. Authorizing the **Purchase of Four (4) New Mid-Size Police Utility Vehicles**, for Use by the **Casper Police Department**.
 7. Authorizing the Purchase of **Twelve (12) New Foam Filled Loader Tires** for Use by the **Solid Waste Division** of the Public Services Department.
 8. **Rejecting All Bids Received for the Paradise Valley Pool Gutter Replacement**, Project No. 22-047.
 9. Approving the **Transfer of Ownership Interest for Restaurant Liquor License No. 41, El Burro Loco**, LLC, dba El Burro Loco, Located at 2333 E Yellowstone Hwy.
9. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL
10. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL & LAND ACQUISITION

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11. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, January 3, 2022 – Council Chambers

6:00 p.m. Tuesday, January 17, 2022 – Council Chambers

Work Sessions

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

4:30 p.m. Tuesday, January 24, 2022 – Council Meeting Room

ZONING CLASSIFICATIONS

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

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City of Casper - Bills and Claims for December 20, 2022

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Parks Maint.	Pin flags for locates	\$47.51
2530 - CPS DSTRBTRS	Parks - Parks Maint.	HOLiday Lights for Conwell	\$240.00
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Staked for fence around mega tree at Holid	\$28.21
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Wodden staked for fence around mega tree	\$21.16
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			\$336.88

2530 - CPS DSTRBTRS - ALL DEPARTMENTS \$336.88

307 COLLISION

307 COLLISION	Fleet Maintenance Fund	Auto body repair	\$13,603.66
<i>307 COLLISION - Total For Fleet Maintenance Fund</i>			\$13,603.66

307 COLLISION - ALL DEPARTMENTS \$13,603.66

307 JANITORIAL LLC

307 JANITORIAL LLC	Buildings & Structures Fund	Janitorial / cleaning service	\$3,908.30
<i>307 JANITORIAL LLC - Total For Buildings & Structures Fund</i>			\$3,908.30

307 JANITORIAL LLC - ALL DEPARTMENTS \$3,908.30

4TE SUPERIOR TRADEMA

4TE SUPERIOR TRADEMA	Fire-EMS Operations	Accountability Tags	\$232.45
<i>4TE SUPERIOR TRADEMA - Total For Fire-EMS Operations</i>			\$232.45

4TE SUPERIOR TRADEMA - ALL DEPARTMENTS \$232.45

5.11, INC.

5.11, INC.	Fire-EMS Operations	Stryke Pant with Flex Tac - Uniform	\$164.00
<i>5.11, INC. - Total For Fire-EMS Operations</i>			\$164.00

5.11, INC. - ALL DEPARTMENTS \$164.00

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / mailing service	\$2.01
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			<i>\$2.01</i>
A.M.B.I. & SHIPPING,	Engineering	Postage / mailing service	\$20.75
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$20.75</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Business Cards	\$122.50
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mailing service	\$34.96
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$157.46</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage / mailing service	\$5.84
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$5.84</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$45.46
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$45.46</i>
A.M.B.I. & SHIPPING,	Police Administration	Postage / mailing service	\$411.95
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			<i>\$411.95</i>
A.M.B.I. & SHIPPING,	Refuse - Residential	Postage / mailing service for Comm Trash Cu	\$564.54
<i>A.M.B.I. & SHIPPING, - Total For Refuse - Residential</i>			<i>\$564.54</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage / mailing service	\$2.68
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$2.68</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,210.69

A1 NATIONAL FIRE CO

A1 NATIONAL FIRE CO	Fire-EMS Operations	Station Supplies for Station 1	\$573.00
<i>A1 NATIONAL FIRE CO - Total For Fire-EMS Operations</i>			<i>\$573.00</i>
A1 NATIONAL FIRE CO - ALL DEPARTMENTS			\$573.00

ACADEMY ONLINE COURS

ACADEMY ONLINE COURS	Fire-EMS Administration	Annual membership to fire rescue academy	\$109.00
<i>ACADEMY ONLINE COURS - Total For Fire-EMS Administration</i>			<i>\$109.00</i>
ACADEMY ONLINE COURS - ALL DEPARTMENTS			\$109.00

ADS QKJWZGPE52

ADS QKJWZGPE52	Rec Center - Special Program	ADVERTISING Facebook Craft Fair CRF	\$50.00
<i>ADS QKJWZGPE52 - Total For Rec Center - Special Programs</i>			<i>\$50.00</i>

ADS QKJWZGPE52 - ALL DEPARTMENTS \$50.00

AIRGAS USA LLC

AIRGAS USA LLC Balefill - Diversion & Special Safety glasses \$379.32

AIRGAS USA LLC - Total For Balefill - Diversion & Special \$379.32

AIRGAS USA LLC - ALL DEPARTMENTS \$379.32

AIRPRO INC

AIRPRO INC Fire-EMS Operations Repair of door at Station 5 \$3,854.00

AIRPRO INC - Total For Fire-EMS Operations \$3,854.00

AIRPRO INC - ALL DEPARTMENTS \$3,854.00

ALBERTSONS #0060

ALBERTSONS #0060 Regional Water Operations Lunch for JPB Meeting - Office Supplies \$54.93

ALBERTSONS #0060 - Total For Regional Water Operations \$54.93

ALBERTSONS #0060 Risk Management GROCERY STORES, SUPERMARKETS - Risk Wi \$34.88

ALBERTSONS #0060 - Total For Risk Management \$34.88

ALBERTSONS #0060 - ALL DEPARTMENTS \$89.81

ALBERTSONS #0062

ALBERTSONS #0062 Fire-EMS Training Meal for engineer testing \$19.96

ALBERTSONS #0062 - Total For Fire-EMS Training \$19.96

ALBERTSONS #0062 Ice Arena - Concessions CONCESSIONS - Resale Items Hot Dog Buns \$4.58

ALBERTSONS #0062 - Total For Ice Arena - Concessions \$4.58

ALBERTSONS #0062 Sewer Administration CPU Advisory Board meeting supplies \$5.17

ALBERTSONS #0062 - Total For Sewer Administration \$5.17

ALBERTSONS #0062 Water Administration CPU Advisory Board meeting supplies \$6.32

ALBERTSONS #0062 - Total For Water Administration \$6.32

ALBERTSONS #0062 - ALL DEPARTMENTS \$36.03

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL Balefill - Disposal & Landfill Repair of electrical broken wires \$302.10

ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill \$302.10

ALLIANCE ELECTRIC LL - ALL DEPARTMENTS \$302.10

ALSCO

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 \$96.50

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

ALSCO - Total For Balefill - Disposal & Landfill \$308.14

ALSCO Refuse - Residential Professional Laundry Services \$110.56

ALSCO Refuse - Residential Professional Laundry Services \$110.56

ALSCO - Total For Refuse - Residential \$221.12

ALSCO Regional Water Operations Professional Laundry Services \$158.06

ALSCO - Total For Regional Water Operations \$158.06

ALSCO Sewer Wastewater Collection Professional Laundry Services \$60.46

ALSCO - Total For Sewer Wastewater Collection \$60.46

ALSCO Streets Professional Laundry Services \$133.40

ALSCO Streets Professional Laundry Services \$133.40

ALSCO Streets Professional Laundry Services \$133.40

ALSCO Streets Professional Laundry Services \$133.40

ALSCO Streets Professional Laundry Services \$133.40

ALSCO - Total For Streets \$667.00

ALSCO WWTP Operations Professional Laundry Services \$148.10

ALSCO WWTP Operations Laundry service \$150.58

ALSCO - Total For WWTP Operations \$298.68

ALSCO - ALL DEPARTMENTS \$1,713.46

AMAZON.COM HB2W65V20

AMAZON.COM HB2W65V20 Fire-EMS Operations US and Wyoming state flags \$205.67

AMAZON.COM HB2W65V20 - Total For Fire-EMS Operations \$205.67

AMAZON.COM HB2W65V20 - ALL DEPARTMENTS \$205.67

AMAZON.COM HW6G00642

AMAZON.COM HW6G00642	Golf - Operations	Shop Supplies	\$145.46
<i>AMAZON.COM HW6G00642 - Total For Golf - Operations</i>			<i>\$145.46</i>
AMAZON.COM HW6G00642 - ALL DEPARTMENTS			\$145.46

AMERICAN TUBULAR INS

AMERICAN TUBULAR INS	Balefill - Disposal & Landfill	Fencing Supplies for Litter Fence Repairs	\$4,000.00
<i>AMERICAN TUBULAR INS - Total For Balefill - Disposal & Landfill</i>			<i>\$4,000.00</i>
AMERICAN TUBULAR INS - ALL DEPARTMENTS			\$4,000.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Balefill - Baler Processing	Propane	\$133.50
AMERIGAS - CASPER	Balefill - Baler Processing	Propane	\$144.12
AMERIGAS - CASPER	Balefill - Baler Processing	Propane	\$303.82
<i>AMERIGAS - CASPER - Total For Balefill - Baler Processing</i>			<i>\$581.44</i>
AMERIGAS - CASPER - ALL DEPARTMENTS			\$581.44

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Refuse - Commercial	Equipment repair	\$350.00
AMERI-TECH EQUIPMENT	Refuse - Commercial	Conveyor Chain for Sander on unit 2277 - JC	\$1,503.85
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$1,853.85</i>
AMERI-TECH EQUIPMENT	Refuse - Residential	Cylinder pin	\$189.29
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Residential</i>			<i>\$189.29</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$2,043.14

AMPO

AMPO	Metropolitan Planning Org	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$51.50
AMPO	Metropolitan Planning Org	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$463.50
<i>AMPO - Total For Metropolitan Planning Org</i>			<i>\$515.00</i>
AMPO - ALL DEPARTMENTS			\$515.00

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Taylor R-0003 Reagent	\$59.25
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AMZN Mktp US	Aquatics - Operations	R-0003 DPD Reagent	\$39.50
AMZN Mktp US	Aquatics - Operations	R-0012 Pool Test Chemical	\$136.10
AMZN Mktp US	Aquatics - Operations	R-0870 DPD Powder	\$184.95
AMZN Mktp US	Aquatics - Operations	Rec Division Mail Wall Hanging Files	\$11.24
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$431.04</i>
AMZN Mktp US	Balefill - Diversion & Special	DUSTER FOR CEILING FANS FOR SPECIAL WA	\$27.84
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			<i>\$27.84</i>
AMZN Mktp US	Buildings & Structures Fund	Repair supplies for Hogadon Lodge - Amazon	\$340.00
<i>AMZN Mktp US - Total For Buildings & Structures Fund</i>			<i>\$340.00</i>
AMZN Mktp US	Community Development	BOOK STORES	\$31.48
<i>AMZN Mktp US - Total For Community Development</i>			<i>\$31.48</i>
AMZN Mktp US	Fire-EMS Operations	Gloves	\$42.24
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$42.24</i>
AMZN Mktp US	Ice Arena - Concessions	CONCESSIONS - Items for Resale Chips	\$63.00
AMZN Mktp US	Ice Arena - Concessions	Concesssions - Nacho Chips	\$158.30
<i>AMZN Mktp US - Total For Ice Arena - Concessions</i>			<i>\$221.30</i>
AMZN Mktp US	Ice Arena - Operations	Rec Division Mail Wall Hanging Files	\$11.23
<i>AMZN Mktp US - Total For Ice Arena - Operations</i>			<i>\$11.23</i>
AMZN Mktp US	Parks - Athletic Maint.	Rec Division Mail Wall Hanging Files	\$11.24
<i>AMZN Mktp US - Total For Parks - Athletic Maint.</i>			<i>\$11.24</i>
AMZN Mktp US	Parks - Urban Forestry	Arborist Book	\$144.49
<i>AMZN Mktp US - Total For Parks - Urban Forestry</i>			<i>\$144.49</i>
AMZN Mktp US	Rec Center - Admin	Recreation Manager Office Supplies	\$25.94
AMZN Mktp US	Rec Center - Admin	Rec Division Mail Wall Hanging Files	\$22.48
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$48.42</i>
AMZN Mktp US	Rec Center - Operations	Rec Division Mail Wall Hanging Files	\$11.24
AMZN Mktp US	Rec Center - Operations	CRC FRont Desk Cashier Deposit Bags	\$24.49
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$35.73</i>
AMZN Mktp US - ALL DEPARTMENTS			\$1,345.01

APPLE COMPUTER, INC.

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

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Service Call / Maintenance / Labor / Filters	\$151.25
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Service Call / Maintenance	\$408.00

<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			\$559.25
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ARROWHEAD HEATING & - ALL DEPARTMENTS			\$559.25
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AT & T CORP

AT & T CORP	Community Development	Acct #287298906028	\$433.26
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<i>AT & T CORP - Total For Community Development</i>			\$433.26
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AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$645.60
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<i>AT & T CORP - Total For Fire-EMS Administration</i>			\$645.60
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AT & T CORP - ALL DEPARTMENTS			\$1,078.86
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ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$54.20
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<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$54.20
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ATLAS OFFICE PRODUCT	Buildings & Structures Fund	Office Supplies for BAS - Atlas Office	\$60.36
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<i>ATLAS OFFICE PRODUCT - Total For Buildings & Structures Fund</i>			\$60.36
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ATLAS OFFICE PRODUCT	City Manager	PRINTER SUPPLIES REFUND	(\$4.64)
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<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			(\$4.64)
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ATLAS OFFICE PRODUCT	Community Development	Office supplies	\$8.42
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ATLAS OFFICE PRODUCT	Community Development	Office supplies	\$7.59
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<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			\$16.01
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ATLAS OFFICE PRODUCT	Customer Service	PLANNERS	\$34.09
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ATLAS OFFICE PRODUCT	Customer Service	NOTEBOOKS	\$18.75
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ATLAS OFFICE PRODUCT	Customer Service	CALENDARS ENVELOPES CREAMER COFFEE P	\$68.90
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<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$121.74
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ATLAS OFFICE PRODUCT	Engineering	PRINTER SUPPLIES REFUND	(\$69.53)
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<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			(\$69.53)
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ATLAS OFFICE PRODUCT	Finance	CALENDARS ENVELOPES CREAMER COFFEE P	\$83.69
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<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$83.69
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ATLAS OFFICE PRODUCT	Fire-EMS Administration	Toner Cartridges for stations	\$935.00
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<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$935.00
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ATLAS OFFICE PRODUCT	Fire-EMS Operations	Flags for Stations	\$24.99
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Operations</i>			<i>\$24.99</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	CALENDARS ENVELOPES CREAMER COFFEE P	\$11.90
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$11.90</i>
ATLAS OFFICE PRODUCT	Human Resources	1 magnetic dry eraser	\$10.74
ATLAS OFFICE PRODUCT	Human Resources	1 staple remover, 1 poster frame holder for "	\$33.82
ATLAS OFFICE PRODUCT	Human Resources	CALENDARS ENVELOPES CREAMER COFFEE P	\$11.92
ATLAS OFFICE PRODUCT	Human Resources	1 pk of dry erase markers, 1 pen, 5pks divide	\$46.83
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$103.31</i>
ATLAS OFFICE PRODUCT	Information Services	Pens, desk calendar	\$51.49
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			<i>\$51.49</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$37.90
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$31.54
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$756.93
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$18.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$497.74
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$46.74
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$1,388.85</i>
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$736.85
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$229.56
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			<i>\$966.41</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$11.60
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$11.60</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies - Copy Paper	\$49.99
ATLAS OFFICE PRODUCT	Regional Water Operations	Office Supplies; Desktop Calendars, Tissues	\$151.73
ATLAS OFFICE PRODUCT	Regional Water Operations	Credit for Wrong Paper Purchase - Office Sup	(\$79.41)
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$122.31</i>
ATLAS OFFICE PRODUCT	Risk Management	CALENDARS ENVELOPES CREAMER COFFEE P	\$11.90
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$11.90</i>
ATLAS OFFICE PRODUCT	River Volunteer Events	PRINTER SUPPLIES REFUND	(\$4.64)
<i>ATLAS OFFICE PRODUCT - Total For River Volunteer Events</i>			<i>(\$4.64)</i>
ATLAS OFFICE PRODUCT	Sewer Administration	PRINTER SUPPLIES REFUND	(\$6.96)
<i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i>			<i>(\$6.96)</i>
ATLAS OFFICE PRODUCT	Water Administration	PRINTER SUPPLIES REFUND	(\$6.93)
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			<i>(\$6.93)</i>
ATLAS OFFICE PRODUCT	Water Distribution	Calendars and Letter Moistener - Building Su	\$16.05

ATLAS OFFICE PRODUCT - Total For Water Distribution \$16.05

ATLAS OFFICE PRODUCT - ALL DEPARTMENTS \$3,887.11

ATLAS REPRODUCTION I

ATLAS REPRODUCTION I Fire-EMS Administration Copier maintenace fee for August 2022 \$31.88

ATLAS REPRODUCTION I Fire-EMS Administration Copier maintenance fee for St. 1 for Oct 202 \$31.44

ATLAS REPRODUCTION I - Total For Fire-EMS Administration \$63.32

ATLAS REPRODUCTION I Fire-EMS Training Books for Engineer Tactical \$40.43

ATLAS REPRODUCTION I - Total For Fire-EMS Training \$40.43

ATLAS REPRODUCTION I - ALL DEPARTMENTS \$103.75

AWWA.ORG

AWWA.ORG Water Meters Water System Operations Grades I & II - Wat \$135.50

AWWA.ORG - Total For Water Meters \$135.50

AWWA.ORG - ALL DEPARTMENTS \$135.50

AXON

AXON Police Career Services INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS \$80.40

AXON Police Career Services INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS \$157.95

AXON - Total For Police Career Services \$238.35

AXON - ALL DEPARTMENTS \$238.35

BACKFLOW PREVENTION

BACKFLOW PREVENTION Buildings & Structures Fund Backflow install supplies for Rec Center - Bac \$2,645.81

BACKFLOW PREVENTION - Total For Buildings & Structures Fund \$2,645.81

BACKFLOW PREVENTION - ALL DEPARTMENTS \$2,645.81

BADGER METER INC

BADGER METER INC Water Meters Orion Cellular Service Unit \$164.65

BADGER METER INC - Total For Water Meters \$164.65

BADGER METER INC - ALL DEPARTMENTS \$164.65

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	REPLACEMENT SUPPLIES/MAINT/BALER BLD	\$77.54
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	File taper card & fasteners	\$8.79
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Lube & spray paint	\$20.57
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			\$106.90
BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Plastic buckets/lids, Armor All, velcro tape, e	\$87.25
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			\$87.25
BAILEY'S ACE HARDWAR	Refuse - Residential	Plastic buckets	\$89.82
BAILEY'S ACE HARDWAR	Refuse - Residential	Screws	\$41.98
BAILEY'S ACE HARDWAR	Refuse - Residential	Socket adapter & ratchet	\$21.97
BAILEY'S ACE HARDWAR	Refuse - Residential	Grain scoop	\$19.99
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Residential</i>			\$173.76
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$367.91

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$50.99
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$50.99
BAILEYS ACE HDWE	Fire-EMS Operations	snow shovels	\$129.98
<i>BAILEYS ACE HDWE - Total For Fire-EMS Operations</i>			\$129.98
BAILEYS ACE HDWE	Parks - Parks Maint.	Electrical tape for Holiday Square	\$13.98
BAILEYS ACE HDWE	Parks - Parks Maint.	Batteries	\$16.99
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$30.97
BAILEYS ACE HDWE	Parks - Urban Forestry	Rakes	\$59.98
<i>BAILEYS ACE HDWE - Total For Parks - Urban Forestry</i>			\$59.98
BAILEYS ACE HDWE	Water Meters	Various Plumbing Parts - Meter Repair Parts	\$118.34
<i>BAILEYS ACE HDWE - Total For Water Meters</i>			\$118.34
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$390.26

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Property Insurance Fund	CRC Digital Sign Replacement Claim 2022052	\$14,839.50
<i>BAR-D SIGNS, INC. - Total For Property Insurance Fund</i>			\$14,839.50
BAR-D SIGNS, INC.	Refuse - Residential	Furnish & installation of vinyl lettering	\$892.10
<i>BAR-D SIGNS, INC. - Total For Refuse - Residential</i>			\$892.10

BAR-D SIGNS, INC. - ALL DEPARTMENTS

\$15,731.60

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Balefill - Diversion & Special	Soap / cleaner	\$102.23
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<i>BARGREEN ELLINGSON - Total For Balefill - Diversion & Special</i>			\$102.23
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BARGREEN ELLINGSON - ALL DEPARTMENTS

\$102.23

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station 2 Ice Maker	\$3,289.46
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<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			\$3,289.46
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BARGREEN WYOMING	Ice Arena - Operations	CUSTODIAL SUPPLIES - Oven Cleaner Food Gr	\$39.73
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<i>BARGREEN WYOMING - Total For Ice Arena - Operations</i>			\$39.73
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BARGREEN WYOMING - ALL DEPARTMENTS

\$3,329.19

BEST BUY

BEST BUY	Fire-EMS Operations	Sony STRDH Receiver	\$399.99
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<i>BEST BUY - Total For Fire-EMS Operations</i>			\$399.99
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BEST BUY	Fire-EMS Prevent & Inspect	Apple Pencil for PIO Maiers	\$129.00
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<i>BEST BUY - Total For Fire-EMS Prevent & Inspect</i>			\$129.00
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BEST BUY	Parks - Parks Maint.	Data cable for Holiday Square	\$64.98
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<i>BEST BUY - Total For Parks - Parks Maint.</i>			\$64.98
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BEST BUY - ALL DEPARTMENTS

\$593.97

BIG D #31

BIG D #31	City Council	Fuel to Casper	\$30.00
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<i>BIG D #31 - Total For City Council</i>			\$30.00
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BIG D #31 - ALL DEPARTMENTS

\$30.00

BIG LOTS STORES

BIG LOTS STORES	Fire-EMS Operations	Station Supplies	\$25.97
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<i>BIG LOTS STORES - Total For Fire-EMS Operations</i>			\$25.97
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BIG LOTS STORES - ALL DEPARTMENTS \$25.97

BLACK HILLS ENERGY

BLACK HILLS ENERGY Regional Water Operations ACCT-7513165994 - Natural Gas/Energy \$13,579.18

BLACK HILLS ENERGY - Total For Regional Water Operations \$13,579.18

BLACK HILLS ENERGY - ALL DEPARTMENTS \$13,579.18

BLAKEMAN PROPANE

BLAKEMAN PROPANE Balefill - Disposal & Landfill Propane \$519.80

BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill \$519.80

BLAKEMAN PROPANE Hogadon - Operations Propane \$2,604.20

BLAKEMAN PROPANE - Total For Hogadon - Operations \$2,604.20

BLAKEMAN PROPANE - ALL DEPARTMENTS \$3,124.00

CAMPBELL PET COMPANY

CAMPBELL PET COMPANY Metro Animal Shelter PET SHOPS-PET FOOD AND SUPPLY STORES \$601.85

CAMPBELL PET COMPANY - Total For Metro Animal Shelter \$601.85

CAMPBELL PET COMPANY - ALL DEPARTMENTS \$601.85

CANVA I03615-196921

CANVA I03615-196921 Fire-EMS Administration Additional Canva member license \$15.12

CANVA I03615-196921 - Total For Fire-EMS Administration \$15.12

CANVA I03615-196921 - ALL DEPARTMENTS \$15.12

CASPER AREA CHAMBER

CASPER AREA CHAMBER City Council Pre-legislative luncheon \$70.00

CASPER AREA CHAMBER - Total For City Council \$70.00

CASPER AREA CHAMBER City Manager Pre-legislative luncheon \$35.00

CASPER AREA CHAMBER - Total For City Manager \$35.00

CASPER AREA CHAMBER - ALL DEPARTMENTS \$105.00

CASPER MTN SKI PATRO

CASPER MTN SKI PATRO	General Fund Revenue	Casper Mtn Ski History Books & DVDs	\$144.00
<i>CASPER MTN SKI PATRO - Total For General Fund Revenue</i>			<i>\$144.00</i>
CASPER MTN SKI PATRO - ALL DEPARTMENTS			\$144.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Ice Arena - Operations	Health Inspection Concession	\$60.00
<i>CASPER NATRONA COUNT - Total For Ice Arena - Operations</i>			<i>\$60.00</i>
CASPER NATRONA COUNT	Social Community Services	Tax Revenues - November 2022	\$47,914.43
<i>CASPER NATRONA COUNT - Total For Social Community Services</i>			<i>\$47,914.43</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$47,974.43

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising - Central Wyo Regional Water No	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$49.86

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$45.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$90.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Parking Garage - Winnels	\$312.49
CASPER WINNELSON CO	Buildings & Structures Fund	Backflow install supplies for Rec Center - Win	\$41.46
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fleet Garage -	\$156.98
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Rec Center - Winnelson	\$269.14
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Fleet Garage - Win	\$49.63
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$829.70</i>

CASPER WINNELSON CO - ALL DEPARTMENTS

\$829.70

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$30.00
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<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			\$30.00
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CASPER/NATRONA COUNT - ALL DEPARTMENTS

\$30.00

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	111102 Equipment repair - STEERING angle s	\$860.45
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CENTRAL TRUCK & DIES	Fleet Maintenance Fund	111120 Equipment repair	\$1,023.98
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CENTRAL TRUCK & DIES	Fleet Maintenance Fund	111119 REPAIR A/C LEAKING	\$625.50
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<i>CENTRAL TRUCK & DIES - Total For Fleet Maintenance Fund</i>			\$2,509.93
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CENTRAL TRUCK & DIES - ALL DEPARTMENTS

\$2,509.93

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Wholesale Water - November 2022	\$338,330.35
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<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			\$338,330.35
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CENTRAL WY. REGIONAL	Water Revenue and Transfers System Investment Charges - November 202		\$11,214.00
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<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			\$11,214.00
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CENTRAL WY. REGIONAL - ALL DEPARTMENTS

\$349,544.35

CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$79.32
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<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$79.32
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CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$44.06
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<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$44.06
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CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,233.04
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CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$249.17
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<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,482.21
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CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$398.26
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<i>CENTURYLINK - Total For Police Administration</i>			\$398.26
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CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$303.75
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CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$215.18
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CENTURYLINK	Public Safety Communication Acct #P-307-111-5107 160M		\$11,123.53
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,642.46</i>
CENTURYLINK	WWTP Regional Interceptors Acct #P-307-234-3201 148M		\$1,341.19
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$1,341.19</i>
CENTURYLINK - ALL DEPARTMENTS			\$14,987.50

CHAPMAN VALDEZ & LAN

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

CHEM AQUA

CHEM AQUA	Ice Arena - Operations	ChemAqua Water Treatment Casper Ice Are	\$537.51
<i>CHEM AQUA - Total For Ice Arena - Operations</i>			<i>\$537.51</i>
CHEM AQUA - ALL DEPARTMENTS			\$537.51

CHEWY.COM

CHEWY.COM	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$42.65
<i>CHEWY.COM - Total For Metro Animal Shelter</i>			<i>\$42.65</i>
CHEWY.COM - ALL DEPARTMENTS			\$42.65

CITIZEN PAYMENT

CITIZEN PAYMENT	Public Transit	Overpayment Refund - GB 2864 / Inv #3512	\$20.00
<i>CITIZEN PAYMENT - Total For Public Transit</i>			<i>\$20.00</i>
CITIZEN PAYMENT	Refuse - Residential	Release & Settlement One Time Payment	\$427.20
<i>CITIZEN PAYMENT - Total For Refuse - Residential</i>			<i>\$427.20</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$447.20

CITY OF CASPER

CITY OF CASPER	Hogadon	Public garbage	\$20.00
CITY OF CASPER	Hogadon	Public garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon</i>			<i>\$40.00</i>

CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$5,802.88
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$5,648.96
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,144.68
CITY OF CASPER	Refuse - Residential	Garbage Baler/Park Trash/Newspaper & Car	\$6,608.00
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$455.22
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$5,249.88
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper & cardboa	\$5,907.08
CITY OF CASPER	Refuse - Residential	baler & park trash tipping fees - 11/30/22	\$6,238.39
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$498.96
CITY OF CASPER	Refuse - Residential	Balefill Pass Billing - November 2022	\$34,820.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycled cardbo	\$5,969.18
CITY OF CASPER	Refuse - Residential	Garbage/street sweeping Tipping Fee -- 11/2	\$7,825.62
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$91,168.85</i>
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Collection Charges	\$28.63
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Collection Charges	\$84.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$112.63</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$114.48
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$77.76
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$144.18
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$79.92
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$416.34</i>
CITY OF CASPER - ALL DEPARTMENTS			\$91,737.82

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$15,375.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$15,375.00</i>
CIVIL ENGINEERING PR	Engineering	Surveying services	\$472.50
CIVIL ENGINEERING PR	Engineering	Surveying services	\$730.30
<i>CIVIL ENGINEERING PR - Total For Engineering</i>			<i>\$1,202.80</i>
CIVIL ENGINEERING PR	Sewer Wastewater Collection	GemsS028991-Poplar & 1st St In	\$6,068.35
<i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i>			<i>\$6,068.35</i>
CIVIL ENGINEERING PR	Water Distribution	GemsS028991-Poplar & 1st St In	\$3,413.45
<i>CIVIL ENGINEERING PR - Total For Water Distribution</i>			<i>\$3,413.45</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$26,059.60

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Equip repair to 2257 Rolloff Truck-Air Compr	\$2,094.33
<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$2,094.33</i>
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$4,959.59
CMI TECO, INC.	Refuse - Commercial	Cylinder	\$706.39
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$5,665.98</i>
CMI TECO, INC.	Refuse - Recycling	Equip Repair to 2276 Recycle Front Loader-G	\$986.67
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$986.67</i>
CMI TECO, INC.	Refuse - Residential	Mirrors	\$97.98
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,360.72
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,088.35
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,174.00
CMI TECO, INC.	Refuse - Residential	Equip Repair to 2289 Side Loader- Hydraulic	\$396.68
CMI TECO, INC.	Refuse - Residential	Male SAEXMP 90, bushing	\$18.28
CMI TECO, INC.	Refuse - Residential	Original invoice #9402	(\$21.38)
CMI TECO, INC.	Refuse - Residential	Equip repair to 2313 Side Loader-Service & R	\$1,230.98
CMI TECO, INC.	Refuse - Residential	Equipment repair to 222312 Side Loader	\$954.27
CMI TECO, INC.	Refuse - Residential	Original invoice #9402	(\$214.00)
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$278.42
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$2,684.62
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$14,048.92</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$22,795.90

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Gas/Fuel	\$85.78
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$85.78</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$85.78

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery service	\$16.50
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			<i>\$16.50</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$16.50

CODALE ELECTRIC-CASP

CODALE ELECTRIC-CASP	Balefill - Baler Processing	SWITCH FOR BALER 3112	\$159.95
<i>CODALE ELECTRIC-CASP - Total For Balefill - Baler Processing</i>			<i>\$159.95</i>
CODALE ELECTRIC-CASP - ALL DEPARTMENTS			\$159.95

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Communication repair on BR2	\$275.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$275.00</i>
COMMUNICATION TECHNO	Police Administration	Installation of LED light	\$528.00
COMMUNICATION TECHNO	Police Administration	Replaced DVR	\$110.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$638.00</i>
COMMUNICATION TECHNO	Refuse - Commercial	Replaced ignition & 12V connections	\$55.00
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$55.00</i>
COMMUNICATION TECHNO	WWTP Regional Interceptors	Remote comms upgrade	\$1,047.50
<i>COMMUNICATION TECHNO - Total For WWTP Regional Interceptors</i>			<i>\$1,047.50</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$2,015.50

CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Fuses & misc	\$867.70
<i>CONSOLIDATED ELECTRI - Total For Balefill - Disposal & Landfill</i>			<i>\$867.70</i>
CONSOLIDATED ELECTRI - ALL DEPARTMENTS			\$867.70

CONVERGEONE

CONVERGEONE	City Council	MDM licenses for new councilmembers iPad	\$231.21
<i>CONVERGEONE - Total For City Council</i>			<i>\$231.21</i>
CONVERGEONE - ALL DEPARTMENTS			\$231.21

Core & Main

Core & Main	Water Meters	Water Ecoder Pit 25' Itron	\$4,423.90
Core & Main	Water Meters	Miscellaneous Item	\$3,630.00
<i>Core & Main - Total For Water Meters</i>			<i>\$8,053.90</i>

Core & Main - ALL DEPARTMENTS

\$8,053.90

CPK CONC A SLC

CPK CONC A SLC	Public Safety Communication	EATING PLACES, RESTAURANTS	\$21.04
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<i>CPK CONC A SLC - Total For Public Safety Communications</i>			\$21.04
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CPK CONC A SLC - ALL DEPARTMENTS

\$21.04

CREATOPY

CREATOPY	City Manager	Online graphics editor subscription	\$32.00
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<i>CREATOPY - Total For City Manager</i>			\$32.00
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CREATOPY - ALL DEPARTMENTS

\$32.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Regional Water Operations	Weather Cover for South Chem Outlet - Othe	\$9.03
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<i>CRESCENT ELECTRIC SU - Total For Regional Water Operations</i>			\$9.03
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CRESCENT ELECTRIC SU - ALL DEPARTMENTS

\$9.03

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	Highland Park Storm Sewer Repl	\$177,819.11
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CROWN CONSTRUCTION L	Capital Projects Fund	Contract Withholding: 22300213	\$4,442.37
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<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			\$182,261.48
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CROWN CONSTRUCTION L - ALL DEPARTMENTS

\$182,261.48

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Rec Center repair supplies - Crum	\$12.70
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<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			\$12.70
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CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Thermostats for skeet range	\$415.80
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CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Thermostats for skeet range	\$93.24
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<i>CRUM ELECTRIC SUPPLY - Total For Parks - Parks Maint.</i>			\$509.04
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CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS

\$521.74

CURRY GARAGE DOOR CO

CURRY GARAGE DOOR CO	Balefill - Baler Processing	Door opener installation	\$21,428.00
<i>CURRY GARAGE DOOR CO - Total For Balefill - Baler Processing</i>			<i>\$21,428.00</i>
CURRY GARAGE DOOR CO	Balefill - Diversion & Special	Garage Door panel replacement for Compost	\$2,173.50
<i>CURRY GARAGE DOOR CO - Total For Balefill - Diversion & Special</i>			<i>\$2,173.50</i>
CURRY GARAGE DOOR CO - ALL DEPARTMENTS			\$23,601.50

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	Gaskets/Ford Restrainer/Ford Back-Up Ring -	\$497.85
DANA KEPNER COMPANY	Water Distribution	Ball Valves/Brass Saddles - Water & Sewerlin	\$1,996.97
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$2,494.82</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$2,494.82

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Buildings & Structures Fund	Backflow install supplies for Rec Center - Dav	\$430.00
<i>DAVIDSON MECHANICAL, - Total For Buildings & Structures Fund</i>			<i>\$430.00</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$430.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Irrigation flags from Aeration	\$100.61
<i>DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.</i>			<i>\$100.61</i>
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair at Nancy English	\$21.51
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Nancy English	\$39.76
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$61.27</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$161.88

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Refuse - Commercial	Auto Glass Service	\$409.38
<i>DECKER AUTO GLASS, I - Total For Refuse - Commercial</i>			<i>\$409.38</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$409.38

DELTA 0064247252

DELTA 0064247252 Police Career Services DELTA \$30.00

DELTA 0064247252 - Total For Police Career Services \$30.00

DELTA 0064247252 - ALL DEPARTMENTS \$30.00

DELTA 0064247500

DELTA 0064247500 Public Safety Communication DELTA \$30.00

DELTA 0064247500 - Total For Public Safety Communications \$30.00

DELTA 0064247500 - ALL DEPARTMENTS \$30.00

DELTA 0064247638

DELTA 0064247638 Public Safety Communication DELTA \$30.00

DELTA 0064247638 - Total For Public Safety Communications \$30.00

DELTA 0064247638 - ALL DEPARTMENTS \$30.00

DELTA 0064247680

DELTA 0064247680 Police Career Services DELTA \$30.00

DELTA 0064247680 - Total For Police Career Services \$30.00

DELTA 0064247680 - ALL DEPARTMENTS \$30.00

DELTA 0064247822

DELTA 0064247822 Police Career Services DELTA \$30.00

DELTA 0064247822 - Total For Police Career Services \$30.00

DELTA 0064247822 - ALL DEPARTMENTS \$30.00

DELTA 0064247923

DELTA 0064247923 Police Career Services DELTA \$30.00

DELTA 0064247923 - Total For Police Career Services \$30.00

DELTA 0064247923 - ALL DEPARTMENTS \$30.00

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Replacement motor for freezer in Hogadon F	\$386.35
DENNIS SUPPLY CO.	Buildings & Structures Fund	Pump repair parts for Aquatics Center - Denn	\$12.10

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$398.45

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$398.45

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Finance	J.JOHNSON CPA RENEWAL	\$190.00
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DEPT. OF FAMILY SVCS - Total For Finance \$190.00

DEPT. OF FAMILY SVCS - ALL DEPARTMENTS \$190.00

DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,503.43
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,357.32
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,367.21
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,474.87
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,482.57
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,416.65
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,533.09

DESERT MTN. CORP. - Total For Streets \$24,135.14

DESERT MTN. CORP. - ALL DEPARTMENTS \$24,135.14

DO SUPPLY

DO SUPPLY	Balefill - Baler Processing	ANALOG CARD FOR PLC BALER	\$535.25
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DO SUPPLY - Total For Balefill - Baler Processing \$535.25

DO SUPPLY - ALL DEPARTMENTS \$535.25

DOLLAR TREE

DOLLAR TREE	Rec Center - Classes	Kraft Kids, Holiday Camp CRC Programs	\$18.31
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DOLLAR TREE - Total For Rec Center - Classes \$18.31

DOLLAR TREE - ALL DEPARTMENTS \$18.31

DOMINO'S 6042

DOMINO'S 6042	Fire-EMS Administration	Meal for fire on Glendale	\$84.99
<i>DOMINO'S 6042 - Total For Fire-EMS Administration</i>			<i>\$84.99</i>
DOMINO'S 6042	Fire-EMS Training	Meal for Engineer Test	\$172.90
<i>DOMINO'S 6042 - Total For Fire-EMS Training</i>			<i>\$172.90</i>
DOMINO'S 6042 - ALL DEPARTMENTS			\$257.89

DRAGON PRODUCTS PES

DRAGON PRODUCTS PES	Regional Water Operations	Bearing Parts Cooling Water Pump Machiner	\$295.00
<i>DRAGON PRODUCTS PES - Total For Regional Water Operations</i>			<i>\$295.00</i>
DRAGON PRODUCTS PES - ALL DEPARTMENTS			\$295.00

EB 2022 WY RURAL FIR

EB 2022 WY RURAL FIR	Fire-EMS Training	2022 Wyoming Rural Fire Meeting fee for tw	\$160.00
EB 2022 WY RURAL FIR	Fire-EMS Training	Ticket for chief Black to attend Rural Fire ann	\$110.00
<i>EB 2022 WY RURAL FIR - Total For Fire-EMS Training</i>			<i>\$270.00</i>
EB 2022 WY RURAL FIR - ALL DEPARTMENTS			\$270.00

EB 2023 RE-CERTIFICA

EB 2023 RE-CERTIFICA	Rec Center - Sports Programs	Pesticide Recertification Course	\$134.24
<i>EB 2023 RE-CERTIFICA - Total For Rec Center - Sports Programs</i>			<i>\$134.24</i>
EB 2023 RE-CERTIFICA - ALL DEPARTMENTS			\$134.24

ECMS

ECMS	Fire-EMS Operations	Uniform Order	\$466.87
<i>ECMS - Total For Fire-EMS Operations</i>			<i>\$466.87</i>
ECMS - ALL DEPARTMENTS			\$466.87

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal & Landfill</i>			<i>\$150.00</i>

EMPLOYEE REIMBURSEME	Engineering	Wyo Board of Prfsnal Engrs/Land Srvyrs Rei	\$90.00
<i>EMPLOYEE REIMBURSEME - Total For Engineering</i>			<i>\$90.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$467.36
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$365.38
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$832.74</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Work clothing reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Reimbursement - WTP Level 1 Exam	\$100.00
EMPLOYEE REIMBURSEME	Regional Water Operations	Jean Reimbursement - Uniform Expense	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$250.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Work Clothing Reimbursement	\$125.99
EMPLOYEE REIMBURSEME	Water Distribution	Work pant & clothing reimbursement	\$227.89
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$503.88</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,976.62

ENERGY LABORATORIES

ENERGY LABORATORIES	WWTP Pretreatment	TESTING	\$102.00
ENERGY LABORATORIES	WWTP Pretreatment	TESTING	\$92.00
<i>ENERGY LABORATORIES - Total For WWTP Pretreatment</i>			<i>\$194.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$194.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$64.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$64.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$232.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$232.00

ENTENMANN-ROVIN COMP

ENTENMANN-ROVIN COMP	Fire-EMS Operations	Uniform Badges	\$271.00
<i>ENTENMANN-ROVIN COMP - Total For Fire-EMS Operations</i>			<i>\$271.00</i>

ENTENMANN-ROVIN COMP - ALL DEPARTMENTS \$271.00

ENVATO

ENVATO City Manager Website elements subscription \$58.00

ENVATO - Total For City Manager \$58.00

ENVATO - ALL DEPARTMENTS \$58.00

ENVIRONMENTAL SYSTEM

ENVIRONMENTAL SYSTEM Information Services BUSINESS SERVICES NOT ELSEWHERE CLASSI \$1,350.00

ENVIRONMENTAL SYSTEM - Total For Information Services \$1,350.00

ENVIRONMENTAL SYSTEM - ALL DEPARTMENTS \$1,350.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC Customer Service Temp service \$275.40

EXPRESS SERVICES INC Customer Service Temp service \$344.25

EXPRESS SERVICES INC - Total For Customer Service \$619.65

EXPRESS SERVICES INC Public Transit - CARES Act Temp service \$506.40

EXPRESS SERVICES INC - Total For Public Transit - CARES Act \$506.40

EXPRESS SERVICES INC - ALL DEPARTMENTS \$1,126.05

EXXONMOBIL

EXXONMOBIL Fire-EMS Operations Fuel \$67.13

EXXONMOBIL Fire-EMS Operations Fuel \$87.24

EXXONMOBIL Fire-EMS Operations Fuel \$100.77

EXXONMOBIL Fire-EMS Operations Fuel \$112.77

EXXONMOBIL Fire-EMS Operations Fuel \$79.14

EXXONMOBIL Fire-EMS Operations Fuel \$58.07

EXXONMOBIL Fire-EMS Operations Fuel \$143.02

EXXONMOBIL Fire-EMS Operations Fuel \$99.02

EXXONMOBIL - Total For Fire-EMS Operations \$747.16

EXXONMOBIL - ALL DEPARTMENTS \$747.16

FACEBK 2PGTMH3V72

FACEBK 2PGTMH3V72	Ft. Caspar Museum	Facebook boosting	\$7.25
<i>FACEBK 2PGTMH3V72 - Total For Ft. Caspar Museum</i>			\$7.25
FACEBK 2PGTMH3V72 - ALL DEPARTMENTS			\$7.25

FACEBK H8Y6MG73A2

FACEBK H8Y6MG73A2	Hogadon - Operations	Face Book ADVERTISING SERVICES	\$9.75
<i>FACEBK H8Y6MG73A2 - Total For Hogadon - Operations</i>			\$9.75
FACEBK H8Y6MG73A2 - ALL DEPARTMENTS			\$9.75

FACEBK PSB9ZGPZA2

FACEBK PSB9ZGPZA2	City Manager	Facebook ad for Washington Park event	\$20.00
<i>FACEBK PSB9ZGPZA2 - Total For City Manager</i>			\$20.00
FACEBK PSB9ZGPZA2	Customer Service	Facebook ad for Washington Park event	\$162.77
<i>FACEBK PSB9ZGPZA2 - Total For Customer Service</i>			\$162.77
FACEBK PSB9ZGPZA2	Parks - Parks Maint.	Facebook ad for Washington Park event	\$37.40
<i>FACEBK PSB9ZGPZA2 - Total For Parks - Parks Maint.</i>			\$37.40
FACEBK PSB9ZGPZA2	Refuse - Residential	Facebook ad for Washington Park event	\$279.83
<i>FACEBK PSB9ZGPZA2 - Total For Refuse - Residential</i>			\$279.83
FACEBK PSB9ZGPZA2 - ALL DEPARTMENTS			\$500.00

FACEBK PTZ85H72B2

FACEBK PTZ85H72B2	Customer Service	Facebook ad for upcoming credit card fees	\$9.86
<i>FACEBK PTZ85H72B2 - Total For Customer Service</i>			\$9.86
FACEBK PTZ85H72B2 - ALL DEPARTMENTS			\$9.86

FAIRFIELD INN

FAIRFIELD INN	Fire-EMS Training	Room for Hagan while in Cheyenne at recruit	\$118.00
<i>FAIRFIELD INN - Total For Fire-EMS Training</i>			\$118.00
FAIRFIELD INN - ALL DEPARTMENTS			\$118.00

FALCON ENVIRONMENTAL

FALCON ENVIRONMENTAL	WWTP Operations	Wemco Model C pump for grit system	\$25,258.00
<i>FALCON ENVIRONMENTAL - Total For WWTP Operations</i>			<i>\$25,258.00</i>
FALCON ENVIRONMENTAL - ALL DEPARTMENTS			\$25,258.00

FEDEX 390105508120

FEDEX 390105508120	Fire-EMS Administration	Ship air samples to lab for testing	\$23.27
<i>FEDEX 390105508120 - Total For Fire-EMS Administration</i>			<i>\$23.27</i>
FEDEX 390105508120 - ALL DEPARTMENTS			\$23.27

FEDEX 390686408228

FEDEX 390686408228	Fire-EMS Administration	Turnout gear shipping for cleaning	\$24.88
<i>FEDEX 390686408228 - Total For Fire-EMS Administration</i>			<i>\$24.88</i>
FEDEX 390686408228 - ALL DEPARTMENTS			\$24.88

FEDEX 86085948

FEDEX 86085948	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$28.93
<i>FEDEX 86085948 - Total For Police Administration</i>			<i>\$28.93</i>
FEDEX 86085948 - ALL DEPARTMENTS			\$28.93

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Regional Water Operations	Raw Water Screen Wash - Other Materials &	\$15.21
FERGUSON ENTERPRISES	Regional Water Operations	Check Valve for Mechanical Room - Other M	\$23.66
FERGUSON ENTERPRISES	Regional Water Operations	Actiflo Sand Pump - Machinery Supplies	\$526.26
<i>FERGUSON ENTERPRISES - Total For Regional Water Operations</i>			<i>\$565.13</i>
FERGUSON ENTERPRISES	Water Distribution	Vehicle Supplies	\$66.00
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$66.00</i>
FERGUSON ENTERPRISES	Water Tanks	ARV - Oakcrest - Booster Station & Supplies	\$503.83
<i>FERGUSON ENTERPRISES - Total For Water Tanks</i>			<i>\$503.83</i>
FERGUSON ENTERPRISES	WWTP Operations	Key	\$63.00
<i>FERGUSON ENTERPRISES - Total For WWTP Operations</i>			<i>\$63.00</i>

FERGUSON ENTERPRISES - ALL DEPARTMENTS

\$1,197.96

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Hogadon	Tamper resistant bags	\$40.50
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<i>FIRST INTERSTATE BAN - Total For Hogadon</i>			<i>\$40.50</i>
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FIRST INTERSTATE BAN - ALL DEPARTMENTS

\$40.50

FLEET TIRE MANAGER L

FLEET TIRE MANAGER L	Refuse - Residential	Analysis of future tire purchases	\$200.00
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FLEET TIRE MANAGER L	Refuse - Residential	Analysis of future tire purchases	\$150.00
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FLEET TIRE MANAGER L	Refuse - Residential	Analysis of future tire purchases	\$350.00
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<i>FLEET TIRE MANAGER L - Total For Refuse - Residential</i>			<i>\$700.00</i>
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FLEET TIRE MANAGER L - ALL DEPARTMENTS

\$700.00

FLUID COMPONENTS INT

FLUID COMPONENTS INT	WWTP Operations	Air flow meters	\$2,722.84
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<i>FLUID COMPONENTS INT - Total For WWTP Operations</i>			<i>\$2,722.84</i>
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FLUID COMPONENTS INT - ALL DEPARTMENTS

\$2,722.84

FOXSTER OPCO, LLC

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

\$1,110.00

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Capital Projects Fund	Vehicles and wheeled equipment	\$35,190.00
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<i>FREMONT MOTOR CASPER - Total For Capital Projects Fund</i>			<i>\$35,190.00</i>
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FREMONT MOTOR CASPER - ALL DEPARTMENTS

\$35,190.00

Frosted Tops

Frosted Tops	Fire-EMS Administration	Cupcakes for recruit academy graduation	\$93.88
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Frosted Tops - Total For Fire-EMS Administration \$93.88

Frosted Tops - ALL DEPARTMENTS **\$93.88**

FSP WINDY CITY DELIV

FSP WINDY CITY DELIV	Fire-EMS Training	Meal for assessors working the oncoming int	\$5.71
FSP WINDY CITY DELIV	Fire-EMS Training	Meal for assessors working the oncoming int	\$167.01
FSP WINDY CITY DELIV	Fire-EMS Training	Credit for sales tax on food orders for the Eng	(\$1.13)
FSP WINDY CITY DELIV	Fire-EMS Training	Drinks for assessors working the oncoming in	\$34.35
FSP WINDY CITY DELIV	Fire-EMS Training	Meal for assessors working the oncoming int	\$168.87
FSP WINDY CITY DELIV	Fire-EMS Training	Sales tax refund on food orders	(\$6.82)

FSP WINDY CITY DELIV - Total For Fire-EMS Training *\$367.99*

FSP WINDY CITY DELIV - ALL DEPARTMENTS **\$367.99**

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$163.00
GALLS, INC.	Police Career Services	Uniform supplies	\$126.00
GALLS, INC.	Police Career Services	Uniform supplies	\$201.60
GALLS, INC.	Police Career Services	Uniform supplies	\$121.50
GALLS, INC.	Police Career Services	Uniform supplies	\$203.28
GALLS, INC.	Police Career Services	Uniform supplies	\$86.15
GALLS, INC.	Police Career Services	Uniform supplies	\$355.38

GALLS, INC. - Total For Police Career Services *\$1,256.91*

GALLS, INC. - ALL DEPARTMENTS **\$1,256.91**

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	Plumbing repair supplies for Fleet Garage - G	\$33.50
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GEORGE T SANDERS - Total For Buildings & Structures Fund *\$33.50*

GEORGE T SANDERS - ALL DEPARTMENTS **\$33.50**

GETTYSBURGFLAG.COM

GETTYSBURGFLAG.COM	Fire-EMS Operations	Flags for crews and stations	\$513.36
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GETTYSBURGFLAG.COM - Total For Fire-EMS Operations *\$513.36*

GETTYSBURGFLAG.COM - ALL DEPARTMENTS

\$513.36

GO LAW ENFORCEMENT L

GO LAW ENFORCEMENT L	Police Career Services	Police Officer Recruiting	\$120.00
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<i>GO LAW ENFORCEMENT L - Total For Police Career Services</i>			\$120.00
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GO LAW ENFORCEMENT L - ALL DEPARTMENTS

\$120.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	The City is undertaking a proj	\$1,480.00
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GOLDER ASSOCIATES	Balefill - Disposal & Landfill	21-019 SW Planning and airspac	\$537.50
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<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			\$2,017.50
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GOLDER ASSOCIATES - ALL DEPARTMENTS

\$2,017.50

GOLF SAFETY

GOLF SAFETY	Cemetery	Equipment safety streaming	\$95.00
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<i>GOLF SAFETY - Total For Cemetery</i>			\$95.00
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GOLF SAFETY - ALL DEPARTMENTS

\$95.00

GOVTELLERNATRONAWYFE

GOVTELLERNATRONAWYFE	Ice Arena - Operations	Health Inspection Concession Surcharge	\$1.50
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<i>GOVTELLERNATRONAWYFE - Total For Ice Arena - Operations</i>			\$1.50
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GOVTELLERNATRONAWYFE - ALL DEPARTMENTS

\$1.50

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	Degreaser cleaner	\$302.04
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<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			\$302.04
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GRAINGER, INC.	Buildings & Structures Fund	Repair supplies for Hogadon Lodge - Grainge	\$6.44
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GRAINGER, INC.	Buildings & Structures Fund	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	(\$39.46)
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<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			(\$33.02)
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GRAINGER, INC.	Regional Water Operations	Plastic Sheet / Well Supplies	\$332.09
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GRAINGER, INC.	Regional Water Operations	Circulating Pump -Mechanical Rm - Machiner	\$475.74
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GRAINGER, INC.	Regional Water Operations	Pump Alignments - Machinery Supplies	\$1,447.50
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GRAINGER, INC.	Regional Water Operations	Linear Fluorescent Light Bulbs for Front Desk	\$6.20
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$2,261.53</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$2,530.55

GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	1 dozen doughnuts for Celebration with Cart	\$15.08
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$15.08</i>
GREAT HARVEST BREAD - ALL DEPARTMENTS			\$15.08

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Balefill - Disposal & Landfill	Unit # 222260 - Special Waste Pickup replace	\$22,489.00
<i>GREINER MOTOR CO - C - Total For Balefill - Disposal & Landfill</i>			<i>\$22,489.00</i>
GREINER MOTOR CO - C	Water Distribution	Hydraulic Truck	\$40,355.00
<i>GREINER MOTOR CO - C - Total For Water Distribution</i>			<i>\$40,355.00</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$62,844.00

GUS GLOBALSTAR USA

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

HAID'S PLUMBING & HE

HAID'S PLUMBING & HE	Regional Water Operations	Plumbing Work - Maintenance/Repair (Non-	\$800.00
<i>HAID'S PLUMBING & HE - Total For Regional Water Operations</i>			<i>\$800.00</i>
HAID'S PLUMBING & HE - ALL DEPARTMENTS			\$800.00

HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	WWTP Operations	Couplers	\$946.14
<i>HAJOCA KEENAN SUPP - Total For WWTP Operations</i>			<i>\$946.14</i>
HAJOCA KEENAN SUPP - ALL DEPARTMENTS			\$946.14

HAMPTON INNS

HAMPTON INNS	Fire-EMS Training	Room for assessor for Engineers testing	\$196.00
HAMPTON INNS	Fire-EMS Training	Room for Assessor for the Engineers Testing	\$196.00

HAMPTON INNS - Total For Fire-EMS Training \$392.00

HAMPTON INNS - ALL DEPARTMENTS \$392.00

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Fleet Maintenance Fund	81051 tow hooks	\$19.98
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HARBOR FREIGHT TOOLS - Total For Fleet Maintenance Fund \$19.98

HARBOR FREIGHT TOOLS	Refuse - Recycling	FOR WINDOW ON BALER	\$19.96
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HARBOR FREIGHT TOOLS - Total For Refuse - Recycling \$19.96

HARBOR FREIGHT TOOLS	Regional Water Operations	Chain Hoist - Small Tools & Supplies	\$119.99
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HARBOR FREIGHT TOOLS - Total For Regional Water Operations \$119.99

HARBOR FREIGHT TOOLS	Water Distribution	250lb Pull Retrieving Mag - Vehicle Supplies	\$23.99
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HARBOR FREIGHT TOOLS - Total For Water Distribution \$23.99

HARBOR FREIGHT TOOLS - ALL DEPARTMENTS \$183.92

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Hogadon - CY Ace	\$86.95
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HARDWARE PARTNERS LL - Total For Buildings & Structures Fund \$86.95

HARDWARE PARTNERS LL	Fire-EMS Operations	Fittings for gas grill	\$29.98
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HARDWARE PARTNERS LL	Fire-EMS Operations	Propane Saw Gas	\$57.88
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HARDWARE PARTNERS LL	Fire-EMS Operations	Flags for Stations	\$47.93
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HARDWARE PARTNERS LL - Total For Fire-EMS Operations \$135.79

HARDWARE PARTNERS LL	Fire-EMS Training	Building materials for engineer test	\$93.42
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HARDWARE PARTNERS LL	Fire-EMS Training	Hardware and tools to mount a pullup bar at	\$41.57
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HARDWARE PARTNERS LL - Total For Fire-EMS Training \$134.99

HARDWARE PARTNERS LL	Golf - Operations	Grip Supplies	\$24.99
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HARDWARE PARTNERS LL - Total For Golf - Operations \$24.99

HARDWARE PARTNERS LL	Regional Water Operations	Clothes Hanger for Locker Room, Clips for To	\$70.99
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HARDWARE PARTNERS LL	Regional Water Operations	Utility Knife Blades - Small Tools & Supplies	\$12.99
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HARDWARE PARTNERS LL - Total For Regional Water Operations \$83.98

HARDWARE PARTNERS LL	Water Tanks	Oakcrest ARV parts - Booster Station & Suppl	\$13.58
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<i>HARDWARE PARTNERS LL - Total For Water Tanks</i>			<i>\$13.58</i>
HARDWARE PARTNERS LL	Weed & Pest Fund	Chainsaw supplies	\$274.92
HARDWARE PARTNERS LL	Weed & Pest Fund	Stihl Weedeater	\$259.99
HARDWARE PARTNERS LL	Weed & Pest Fund	Marking flags	\$14.36
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			<i>\$549.27</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$1,029.55

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine	\$1,048.40
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$1,048.40</i>
HAWKINS, INC. - ALL DEPARTMENTS			\$1,048.40

HERCULES INDUSTRIES

HERCULES INDUSTRIES	Water Distribution	Furnace Filters - Building Supplies	\$55.75
<i>HERCULES INDUSTRIES - Total For Water Distribution</i>			<i>\$55.75</i>
HERCULES INDUSTRIES - ALL DEPARTMENTS			\$55.75

HILL MUSIC

HILL MUSIC	Parks - Parks Maint.	Audio adapters for Holiday Square	\$9.55
<i>HILL MUSIC - Total For Parks - Parks Maint.</i>			<i>\$9.55</i>
HILL MUSIC - ALL DEPARTMENTS			\$9.55

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Aquatics - Operations	kraft kids class; Tis the season swim	\$24.00
HOBBY-LOBBY #0233	Aquatics - Operations	Glue Sticks, Christmas Crafts, Paper Crafts	\$24.26
<i>HOBBY-LOBBY #0233 - Total For Aquatics - Operations</i>			<i>\$48.26</i>
HOBBY-LOBBY #0233	Rec Center - Classes	Glue Sticks, Christmas Crafts, Paper Crafts	\$9.98
HOBBY-LOBBY #0233	Rec Center - Classes	kraft kids class; Tis the season swim	\$7.68
HOBBY-LOBBY #0233	Rec Center - Classes	Krafty Class CRC	\$22.03
<i>HOBBY-LOBBY #0233 - Total For Rec Center - Classes</i>			<i>\$39.69</i>
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$87.95

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Water Distribution	Fuel	\$4,341.23
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$4,341.23</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$4,341.23

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Balefill - Disposal & Landfill	Teflon Tape & Misc	\$17.90
<i>HOSE & RUBBER SUPPLY - Total For Balefill - Disposal & Landfill</i>			<i>\$17.90</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$17.90

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Regional Water Operations	4" Flushing Hose Repair - Small Tools & Suppl	\$184.50
<i>HOSE AND RUBBER SUPP - Total For Regional Water Operations</i>			<i>\$184.50</i>
HOSE AND RUBBER SUPP	Sewer Wastewater Collection	fire hydrant hose	\$104.70
<i>HOSE AND RUBBER SUPP - Total For Sewer Wastewater Collection</i>			<i>\$104.70</i>
HOSE AND RUBBER SUPP	Water Distribution	Crimp Wire/Clamp for Hose Repair 660270 -	\$22.13
<i>HOSE AND RUBBER SUPP - Total For Water Distribution</i>			<i>\$22.13</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$311.33

Hotel Reservation LO

Hotel Reservation LO	Fire-EMS Training	Hotel reservations for Chief Moore for a clas	\$386.11
<i>Hotel Reservation LO - Total For Fire-EMS Training</i>			<i>\$386.11</i>
Hotel Reservation LO - ALL DEPARTMENTS			\$386.11

HOWIES HOCKEY INC

HOWIES HOCKEY INC	Ice Arena - Concessions	Concessions - Items for Resale Hockey Tape	\$285.46
<i>HOWIES HOCKEY INC - Total For Ice Arena - Concessions</i>			<i>\$285.46</i>
HOWIES HOCKEY INC - ALL DEPARTMENTS			\$285.46

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Knife rings	\$900.00
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<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			\$900.00
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$900.00

INSITUFORM TECHNOLOG

INSITUFORM TECHNOLOG	WWTP Operations	N Platte Sanitary Sewer Rehab	\$1,336,419.43
<i>INSITUFORM TECHNOLOG - Total For WWTP Operations</i>			<i>\$1,336,419.43</i>
INSITUFORM TECHNOLOG - ALL DEPARTMENTS			\$1,336,419.43

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR	WWTP Operations	Motor recondition	\$1,494.73
<i>INTERMOUNTAIN MOTOR - Total For WWTP Operations</i>			<i>\$1,494.73</i>
INTERMOUNTAIN MOTOR - ALL DEPARTMENTS			\$1,494.73

INTUIT, INC.

INTUIT, INC.	Fire-EMS Administration	Hood and exhaust cleaning at St. 5	\$575.00
<i>INTUIT, INC. - Total For Fire-EMS Administration</i>			<i>\$575.00</i>
INTUIT, INC.	Fire-EMS Operations	First In-Last Out Fire Equipment - Rex Tools	\$1,990.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$1,990.00</i>
INTUIT, INC.	Hogadon - Operations	World cup supply safety equipment	\$1,585.85
<i>INTUIT, INC. - Total For Hogadon - Operations</i>			<i>\$1,585.85</i>
INTUIT, INC.	Parks - Parks Maint.	Graffiti removal (skate park & walking bridge	\$525.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$525.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$4,675.85

J.J. KELLER & ASSOCI

J.J. KELLER & ASSOCI	Risk Management	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$212.54
<i>J.J. KELLER & ASSOCI - Total For Risk Management</i>			<i>\$212.54</i>
J.J. KELLER & ASSOCI - ALL DEPARTMENTS			\$212.54

JIMMY JOHNS -

JIMMY JOHNS -	Risk Management	FAST FOOD RESTAURANTS - Risk Wins Lunch	\$167.96
<i>JIMMY JOHNS - - Total For Risk Management</i>			<i>\$167.96</i>

JIMMY JOHNS - - ALL DEPARTMENTS \$167.96

JONAS SOFTWARE USA

JONAS SOFTWARE USA Golf - Operations Maintenance fee \$349.00

JONAS SOFTWARE USA - Total For Golf - Operations \$349.00

JONAS SOFTWARE USA - ALL DEPARTMENTS \$349.00

JUNG BROS ENGINEERS

JUNG BROS ENGINEERS Capital Projects Fund Engineering services \$592.80

JUNG BROS ENGINEERS - Total For Capital Projects Fund \$592.80

JUNG BROS ENGINEERS - ALL DEPARTMENTS \$592.80

KNIFE RIVER/JTL

KNIFE RIVER/JTL Balefill - Disposal & Landfill Recycled Concrete w/Base & Delivery \$4,491.03

KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill \$4,491.03

KNIFE RIVER/JTL - ALL DEPARTMENTS \$4,491.03

L&R LAUNDRY LLC

L&R LAUNDRY LLC Capital Projects Fund Unimac Washer and Dryer for Station 6 \$20,924.00

L&R LAUNDRY LLC - Total For Capital Projects Fund \$20,924.00

L&R LAUNDRY LLC - ALL DEPARTMENTS \$20,924.00

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I Fire-EMS Operations Uniform - Structural Fire Fighting Boots \$533.47

L.N. CURTIS & SONS I Fire-EMS Operations Uniform Boots \$594.60

L.N. CURTIS & SONS I - Total For Fire-EMS Operations \$1,128.07

L.N. CURTIS & SONS I - ALL DEPARTMENTS \$1,128.07

LANDRYS ST LOUIS

LANDRYS ST LOUIS Police Career Services EATING PLACES, RESTAURANTS \$50.71

LANDRYS ST LOUIS - Total For Police Career Services \$50.71

LANDRYS ST LOUIS	Public Safety Communication	EATING PLACES, RESTAURANTS	\$50.71
LANDRYS ST LOUIS	Public Safety Communication	EATING PLACES, RESTAURANTS	\$100.75
<i>LANDRYS ST LOUIS - Total For Public Safety Communications</i>			<i>\$151.46</i>
LANDRYS ST LOUIS - ALL DEPARTMENTS			\$202.17

LISA M HUBBARD

LISA M HUBBARD	Police Administration	Consulting services	\$375.00
<i>LISA M HUBBARD - Total For Police Administration</i>			<i>\$375.00</i>
LISA M HUBBARD - ALL DEPARTMENTS			\$375.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Baler Processing	Painting Baler Bldg Stairs & Janitorial Service	\$1,270.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Baler Processing</i>			<i>\$1,270.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$1,270.00

LOAF N JUG #0106

LOAF N JUG #0106	Fire-EMS Operations	Fuel	\$36.35
<i>LOAF N JUG #0106 - Total For Fire-EMS Operations</i>			<i>\$36.35</i>
LOAF N JUG #0106 - ALL DEPARTMENTS			\$36.35

LOAF N JUG #0109

LOAF N JUG #0109	Fire-EMS Training	Drinks for assessors on Engineering Test	\$9.89
<i>LOAF N JUG #0109 - Total For Fire-EMS Training</i>			<i>\$9.89</i>
LOAF N JUG #0109 - ALL DEPARTMENTS			\$9.89

LOAF N JUG #0119

LOAF N JUG #0119	City Council	Fuel to Cheyenne	\$30.00
<i>LOAF N JUG #0119 - Total For City Council</i>			<i>\$30.00</i>
LOAF N JUG #0119 - ALL DEPARTMENTS			\$30.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Balefill - Diversion & Special	PROCESSING BUILDING HEATER REPAIR	\$1,938.51
<i>LONG BUILDING TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$1,938.51</i>
LONG BUILDING TECHNO	Regional Water Operations	Heat Inspection - Maint. Agreements HVAC S	\$715.00
LONG BUILDING TECHNO	Regional Water Operations	Boiler Work - Maint. Agree. HVAC Services	\$3,760.01
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$4,475.01</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$6,413.52

MARTIN-RAY LAUNDRY S

MARTIN-RAY LAUNDRY S	Fire-EMS Operations	Repair of washing machine at station 3	\$260.00
<i>MARTIN-RAY LAUNDRY S - Total For Fire-EMS Operations</i>			<i>\$260.00</i>
MARTIN-RAY LAUNDRY S - ALL DEPARTMENTS			\$260.00

MATTHEW J BUTCHER

MATTHEW J BUTCHER	General Fund Revenue	Review of an eligible facilities request	\$900.00
<i>MATTHEW J BUTCHER - Total For General Fund Revenue</i>			<i>\$900.00</i>
MATTHEW J BUTCHER - ALL DEPARTMENTS			\$900.00

MAVERIK #346

MAVERIK #346	Fire-EMS Operations	Fuel while attending training in Powell	\$47.76
<i>MAVERIK #346 - Total For Fire-EMS Operations</i>			<i>\$47.76</i>
MAVERIK #346 - ALL DEPARTMENTS			\$47.76

MAVERIK #426

MAVERIK #426	Fire-EMS Operations	Fuel for travel to and from Cheyenne for recr	\$61.04
<i>MAVERIK #426 - Total For Fire-EMS Operations</i>			<i>\$61.04</i>
MAVERIK #426 - ALL DEPARTMENTS			\$61.04

MCDONALD'S F5701

MCDONALD'S F5701	Fire-EMS Training	Meal while in Cheyenne at the recruit acade	\$7.39
<i>MCDONALD'S F5701 - Total For Fire-EMS Training</i>			<i>\$7.39</i>
MCDONALD'S F5701 - ALL DEPARTMENTS			\$7.39

MELGAARD CONSTRUCTIO

MELGAARD CONSTRUCTIO	Balefill - Disposal & Landfill	Cell 5 Construction (Earthwork	\$85,098.28
<i>MELGAARD CONSTRUCTIO - Total For Balefill - Disposal & Landfill</i>			\$85,098.28
MELGAARD CONSTRUCTIO - ALL DEPARTMENTS			\$85,098.28

MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	BAS Shop Supplies - Menards	\$64.99
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			\$64.99
MENARDS CASPER WY	Fire-EMS Operations	Propane for drill tower	\$20.92
<i>MENARDS CASPER WY - Total For Fire-EMS Operations</i>			\$20.92
MENARDS CASPER WY	Parks - Parks Maint.	Hot glue gun for Holiday Square	\$16.46
MENARDS CASPER WY	Parks - Parks Maint.	Chicken wire for fence around mega tree at	\$34.98
MENARDS CASPER WY	Parks - Parks Maint.	HOLIDAY SQUARE	\$11.98
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			\$63.42
MENARDS CASPER WY	Police Investigations	HOME SUPPLY WAREHOUSE STORES	\$50.26
<i>MENARDS CASPER WY - Total For Police Investigations</i>			\$50.26
MENARDS CASPER WY	Refuse - Recycling	FOR OPERATOR WINDOW ON BALER	\$46.99
<i>MENARDS CASPER WY - Total For Refuse - Recycling</i>			\$46.99
MENARDS CASPER WY	Regional Water Operations	Tubing for Well House Meters - Well Supplies	\$33.43
MENARDS CASPER WY	Regional Water Operations	Outside Spigot by High Service Room - Other	\$10.49
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			\$43.92
MENARDS CASPER WY	Water Distribution	DEF for trucks - Vehicle Supplies	\$232.73
<i>MENARDS CASPER WY - Total For Water Distribution</i>			\$232.73
MENARDS CASPER WY	Water Tanks	Brass Nipples Oakcrest ARV - Booster Station	(\$6.99)
<i>MENARDS CASPER WY - Total For Water Tanks</i>			(\$6.99)
MENARDS CASPER WY - ALL DEPARTMENTS			\$516.24

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Balefill - Disposal & Landfill	FENCING TO REPAIR GATE AT PLASTICS COM	\$103.32
<i>MICHAELSFENCE&SUPPLY - Total For Balefill - Disposal & Landfill</i>			\$103.32
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$103.32

MILLET SOFTWARE

MILLET SOFTWARE	Balefill - Disposal & Landfill	Tech Support & Free Sftware updates-1/04/2	\$60.00
<i>MILLET SOFTWARE - Total For Balefill - Disposal & Landfill</i>			<i>\$60.00</i>
MILLET SOFTWARE	Refuse - Residential	Tech Support & Free Sftwr Updates- 1/07/23	\$5.00
<i>MILLET SOFTWARE - Total For Refuse - Residential</i>			<i>\$5.00</i>
MILLET SOFTWARE - ALL DEPARTMENTS			\$65.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Regional Water Operations	Caisson #1 Meter Replacement - Maintenanc	\$2,682.00
<i>MODERN ELECTRIC CORP - Total For Regional Water Operations</i>			<i>\$2,682.00</i>
MODERN ELECTRIC CORP - ALL DEPARTMENTS			\$2,682.00

MORRISON-MAIERLE, IN

MORRISON-MAIERLE, IN	Capital Projects Fund	Concrete Standard Specificatio	\$5,839.50
<i>MORRISON-MAIERLE, IN - Total For Capital Projects Fund</i>			<i>\$5,839.50</i>
MORRISON-MAIERLE, IN - ALL DEPARTMENTS			\$5,839.50

MOTION INDUSTRIES

MOTION INDUSTRIES	WWTP Operations	Seals	\$210.40
MOTION INDUSTRIES	WWTP Operations	Lubricant	\$356.56
<i>MOTION INDUSTRIES - Total For WWTP Operations</i>			<i>\$566.96</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$566.96

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Network Monitoring/Plus Package/Microwa	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$9,457.67</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$9,457.67

MOUNTAIN STATES

MOUNTAIN STATES	Community Development	Printing service - blank inspection forms	\$153.62
<i>MOUNTAIN STATES - Total For Community Development</i>			<i>\$153.62</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$153.62

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Ope Acct #12211		\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.</i>			\$5.00
MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper. Acct #12214		\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.</i>			\$5.00
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Ope Acct #12212		\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper</i>			\$5.00
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper Acct #12213		\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper</i>			\$5.00
MOUNTAIN WEST TECHNO	Buildings & Structures Fund Acct #20778		\$78.37
MOUNTAIN WEST TECHNO	Buildings & Structures Fund Acct #13502		\$49.95
<i>MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund</i>			\$128.32
MOUNTAIN WEST TECHNO	Information Services	Acct #13922 City Internet for December 202	\$450.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			\$450.00
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$598.32

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Helmets, Ear and Neck Protector, and mesh	\$495.00
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			\$495.00
MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$495.00

NANCY K BOHL INC

NANCY K BOHL INC	Police Career Services	Training service deposit	\$1,100.00
<i>NANCY K BOHL INC - Total For Police Career Services</i>			\$1,100.00
NANCY K BOHL INC - ALL DEPARTMENTS			\$1,100.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Baler Processing	Hydraulic filter	\$106.98
<i>NAPA AUTO PARTS CORP - Total For Balefill - Baler Processing</i>			\$106.98
NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	Ldf Equipment Supplies, Brake clean, gauge	\$99.01
<i>NAPA AUTO PARTS CORP - Total For Balefill - Disposal & Landfill</i>			\$99.01
NAPA AUTO PARTS CORP	Regional Water Operations	Gauges & Scraper - Small Tools & Supplies	\$20.17
NAPA AUTO PARTS CORP	Regional Water Operations	Tools - Small Tools & Supplies	\$35.99

<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$56.16</i>
NAPA AUTO PARTS CORP	Water Distribution	Returned Wiring Parts for 660222 - Vehicle S	(\$18.99)
NAPA AUTO PARTS CORP	Water Distribution	Fuses - Vehicle Supplies	\$23.36
NAPA AUTO PARTS CORP	Water Distribution	Vehicle Supplies	\$120.21
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$124.58</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$386.73

NEW PIG CORPORATION

NEW PIG CORPORATION	Balefill - Baler Processing	Spill kits for baler building	\$1,396.49
<i>NEW PIG CORPORATION - Total For Balefill - Baler Processing</i>			<i>\$1,396.49</i>
NEW PIG CORPORATION - ALL DEPARTMENTS			\$1,396.49

NFPA NATL FIRE PROTE

NFPA NATL FIRE PROTE	Fire-EMS Administration	NFPA Link Subscription	\$514.99
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Administration</i>			<i>\$514.99</i>
NFPA NATL FIRE PROTE - ALL DEPARTMENTS			\$514.99

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Holder, non-woven surface condition disc	\$33.87
NORCO, INC.	Balefill - Baler Processing	Pipe Wedge Long & Short	\$166.84
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$200.71</i>
NORCO, INC.	Buildings & Structures Fund	Cordless vacuum	\$585.60
NORCO, INC.	Buildings & Structures Fund	Garbage bags, bathroom tissue, paper towel	\$1,088.53
NORCO, INC.	Buildings & Structures Fund	Garbage bags, bathroom tissue & cleaner	\$946.10
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$2,620.23</i>
NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$1,254.00
<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$1,254.00</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$151.20
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$151.20</i>
NORCO, INC.	Golf - Operations	Cylinder rental	\$27.59
<i>NORCO, INC. - Total For Golf - Operations</i>			<i>\$27.59</i>
NORCO, INC.	Hogadon	Garbage bags, paper towels, bathroom clean	\$286.33
<i>NORCO, INC. - Total For Hogadon</i>			<i>\$286.33</i>

NORCO, INC.	Metro Animal Shelter	Dishwashing soap, garbage bags	\$220.65
NORCO, INC.	Metro Animal Shelter	Bleach, garbage bags & latex gloves	\$182.35
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$403.00</i>
NORCO, INC.	Parks - Parks Maint.	Gloves	\$386.06
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$386.06</i>
NORCO, INC.	Refuse - Recycling	Gloves	\$217.44
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$217.44</i>
NORCO, INC.	Water Distribution	Winter Liner/Compressed Gas - Other Materi	\$483.32
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$483.32</i>
NORCO, INC. - ALL DEPARTMENTS			\$6,029.88

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar Museum	Traveling Exhibit Freight charges	\$225.89
<i>NORTH PARK TRANSPORA - Total For Ft. Caspar Museum</i>			<i>\$225.89</i>
NORTH PARK TRANSPORA - ALL DEPARTMENTS			\$225.89

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Impact sockets, wood handles, brooms, pain	\$2,082.09
NORTHWEST CONTRACTOR	Balefill - Baler Processing	Gloves, wrenches & safety vests	\$216.69
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$2,298.78</i>
NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Speaker Mic	\$1,227.44
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$1,227.44</i>
NORTHWEST CONTRACTOR	Buildings & Structures Fund	Concrete repair supplies for Solid Waste - N	\$35.57
<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			<i>\$35.57</i>
NORTHWEST CONTRACTOR	Refuse - Recycling	Gloves & grinding wheels	\$135.36
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$135.36</i>
NORTHWEST CONTRACTOR	Streets	Concrete Screws and Bit for ADA Mat	\$30.94
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$30.94</i>
NORTHWEST CONTRACTOR	Water Distribution	Locate Flags - Other Materials & Supplies	\$96.40
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$96.40</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$3,824.49

O'CONNOR COMPANY

O'CONNOR COMPANY	Buildings & Structures Fund	HVAC Repair supplies for City Hall - O' Conno	\$274.78
<i>O'CONNOR COMPANY - Total For Buildings & Structures Fund</i>			<i>\$274.78</i>
O'CONNOR COMPANY - ALL DEPARTMENTS			\$274.78

ODP BUS SOL LLC

ODP BUS SOL LLC	Customer Service	1 cyan toner	\$37.91
ODP BUS SOL LLC	Customer Service	1 black toner	\$30.25
ODP BUS SOL LLC	Customer Service	1 Magenta Toner	\$37.91
<i>ODP BUS SOL LLC - Total For Customer Service</i>			<i>\$106.07</i>
ODP BUS SOL LLC	Finance	1 black toner	\$30.25
ODP BUS SOL LLC	Finance	1 cyan toner	\$37.90
ODP BUS SOL LLC	Finance	1 Magenta Toner	\$37.90
<i>ODP BUS SOL LLC - Total For Finance</i>			<i>\$106.05</i>
ODP BUS SOL LLC	Health Insurance Fund	1 black toner	\$30.25
ODP BUS SOL LLC	Health Insurance Fund	1 Magenta Toner	\$37.90
ODP BUS SOL LLC	Health Insurance Fund	1 cyan toner	\$37.90
<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	\$30.25
ODP BUS SOL LLC	Human Resources	1 Magenta Toner	\$37.90
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$106.05</i>
ODP BUS SOL LLC	Risk Management	1 black toner	\$30.25
ODP BUS SOL LLC	Risk Management	1 Magenta Toner	\$37.90
ODP BUS SOL LLC	Risk Management	1 cyan toner	\$37.90
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>\$106.05</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			\$530.27

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$63.53
<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$63.53</i>
OFFICE SHOP INC - ALL DEPARTMENTS			\$63.53

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Tickets for November 2022		\$288.56
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			\$288.56
ONE CALL OF WY.	Water Distribution	Tickets for November 2022	\$352.69
<i>ONE CALL OF WY. - Total For Water Distribution</i>			\$352.69
ONE CALL OF WY. - ALL DEPARTMENTS			\$641.25

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Balefill - Baler Processing	PLOISHING PADS FOR BALER BLDG	\$21.35
O'REILLY AUTO PARTS	Balefill - Baler Processing	ORGINAL CHARGES	\$65.08
O'REILLY AUTO PARTS	Balefill - Baler Processing	TAX RECEIPT CREDIT	(\$65.08)
O'REILLY AUTO PARTS	Balefill - Baler Processing	SUPPLIES FOR REASSEMBLE OF NORTH BALE	\$63.47
<i>O'REILLY AUTO PARTS - Total For Balefill - Baler Processing</i>			\$84.82
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$84.82

OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Buildings & Structures Fund	Repair supplies for Hogadon - Overhead Doo	\$85.96
<i>OVERHEAD DOOR OF CAS - Total For Buildings & Structures Fund</i>			\$85.96
OVERHEAD DOOR OF CAS - ALL DEPARTMENTS			\$85.96

OWPSACSTATE

OWPSACSTATE	Regional Water Operations	Water Treatment Plant Operation Enrollmen	\$50.00
<i>OWPSACSTATE - Total For Regional Water Operations</i>			\$50.00
OWPSACSTATE	Water Distribution	Water Distribution System Training Course E	\$50.00
<i>OWPSACSTATE - Total For Water Distribution</i>			\$50.00
OWPSACSTATE - ALL DEPARTMENTS			\$100.00

PARTS

PARTS	WWTP Operations	Grease	\$765.94
<i>PARTS - Total For WWTP Operations</i>			\$765.94
PARTS - ALL DEPARTMENTS			\$765.94

PAYPAL FULLCIRCLET

PAYPAL FULLCIRCLET	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$289.00
<i>PAYPAL FULLCIRCLET - Total For Police Career Services</i>			\$289.00
PAYPAL FULLCIRCLET - ALL DEPARTMENTS			\$289.00

PHILLIPS 66 - PIT ST

PHILLIPS 66 - PIT ST	Fire-EMS Training	Fuel to travel to Thermopolis for training	\$49.34
<i>PHILLIPS 66 - PIT ST - Total For Fire-EMS Training</i>			\$49.34
PHILLIPS 66 - PIT ST - ALL DEPARTMENTS			\$49.34

PILOT

PILOT	Fire-EMS Operations	Fuel for trip to Cheyenne to teach at the fire	\$68.24
<i>PILOT - Total For Fire-EMS Operations</i>			\$68.24
PILOT	Fire-EMS Training	Fuel for trip to Fire Adacademy Graduation	\$54.25
<i>PILOT - Total For Fire-EMS Training</i>			\$54.25
PILOT - ALL DEPARTMENTS			\$122.49

PIZZA HUT #1803

PIZZA HUT #1803	Fire-EMS Training	Food while attending training in Powell	\$16.92
<i>PIZZA HUT #1803 - Total For Fire-EMS Training</i>			\$16.92
PIZZA HUT #1803 - ALL DEPARTMENTS			\$16.92

PIZZA RANCH - CASPER

PIZZA RANCH - CASPER	Community Development	EATING PLACES, RESTAURANTS - Homeless	\$142.92
<i>PIZZA RANCH - CASPER - Total For Community Development</i>			\$142.92
PIZZA RANCH - CASPER - ALL DEPARTMENTS			\$142.92

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Postage/Mailing Service - UB & Past Due Not	\$3,093.06
POSTAL PROS, INC.	Customer Service	Postage/Mailing Service - UB & Past Due Not	\$4,120.37
<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$7,213.43
POSTAL PROS, INC. - ALL DEPARTMENTS			\$7,213.43

POWER EQUIPMENT CORP

POWER EQUIPMENT CORP	Balefill - Baler Processing	Hydraulic-Type Lubric & Freight	\$105.60
<i>POWER EQUIPMENT CORP - Total For Balefill - Baler Processing</i>			<i>\$105.60</i>
POWER EQUIPMENT CORP - ALL DEPARTMENTS			\$105.60

PR MEDIA

PR MEDIA	Police Career Services	ADVERTISING SERVICES	\$760.00
<i>PR MEDIA - Total For Police Career Services</i>			<i>\$760.00</i>
PR MEDIA - ALL DEPARTMENTS			\$760.00

PRECISIONRIFLEWORKSH

PRECISIONRIFLEWORKSH	Police Career Services	MISCELLANEOUS PERSONAL SERVICES	\$675.00
<i>PRECISIONRIFLEWORKSH - Total For Police Career Services</i>			<i>\$675.00</i>
PRECISIONRIFLEWORKSH - ALL DEPARTMENTS			\$675.00

PROFESSIONAL CLEANIN

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

PURVIS INDUSTRIES

PURVIS INDUSTRIES	Water Meters	Nipples - Meter Repair Parts	\$44.18
PURVIS INDUSTRIES	Water Meters	Pipe Nipples - Meter Repair Parts	\$155.48
<i>PURVIS INDUSTRIES - Total For Water Meters</i>			<i>\$199.66</i>
PURVIS INDUSTRIES	WWTP Operations	Belts	\$1,047.77
PURVIS INDUSTRIES	WWTP Operations	Freight	\$51.25
<i>PURVIS INDUSTRIES - Total For WWTP Operations</i>			<i>\$1,099.02</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$1,298.68

PY Source Equipment

PY Source Equipment	Regional Water Operations	Ozone Cooling Water Pump Parts - Pump & L	\$558.33
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PY Source Equipment - Total For Regional Water Operations \$558.33

PY Source Equipment - ALL DEPARTMENTS \$558.33

Q RITE ENTERPRISES L

Q RITE ENTERPRISES L Community Development Printing service - business cards \$139.75

Q RITE ENTERPRISES L - Total For Community Development \$139.75

Q RITE ENTERPRISES L - ALL DEPARTMENTS \$139.75

QDOBA 2791 CATERING

QDOBA 2791 CATERING Refuse - Residential LUNCH FOR STAFF FOR CHRISTMAS PARADE \$488.15

QDOBA 2791 CATERING - Total For Refuse - Residential \$488.15

QDOBA 2791 CATERING - ALL DEPARTMENTS \$488.15

RAILROAD MGMT CO III

RAILROAD MGMT CO III Sewer Administration License Fees - 3/08/22 to 3/07/24 \$3,621.01

RAILROAD MGMT CO III - Total For Sewer Administration \$3,621.01

RAILROAD MGMT CO III Water Administration License Fees - 3/08/22 to 3/07/24 \$3,621.01

RAILROAD MGMT CO III - Total For Water Administration \$3,621.01

RAILROAD MGMT CO III - ALL DEPARTMENTS \$7,242.02

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO Capital Projects Fund 2022 12th Street Improvements \$210,235.00

RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund \$210,235.00

RAMSHORN CONSTRUCTIO Water Distribution 2022 12th Street Improvements \$3,258.50

RAMSHORN CONSTRUCTIO - Total For Water Distribution \$3,258.50

RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS \$213,493.50

RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO Balefill - Baler Processing Troubleshoot & repair bypass backflow at Ba \$455.00

RAPID FIRE PROTECTIO - Total For Balefill - Baler Processing \$455.00

RAPID FIRE PROTECTIO - ALL DEPARTMENTS \$455.00

REGISTER@FAA

REGISTER@FAA	Fire-EMS Administration	Mavic 2 Enterprise and Phantom 4 Pro for dr	\$10.00
<i>REGISTER@FAA - Total For Fire-EMS Administration</i>			<i>\$10.00</i>
REGISTER@FAA - ALL DEPARTMENTS			\$10.00

RESCUEGEAR INC

RESCUEGEAR INC	Special Fire Assistance Fund	Regional Response Technical Rescue Gear	\$8,089.41
<i>RESCUEGEAR INC - Total For Special Fire Assistance Fund</i>			<i>\$8,089.41</i>
RESCUEGEAR INC - ALL DEPARTMENTS			\$8,089.41

RICOH USA INC

RICOH USA INC	Community Development	Copier usage	\$394.23
<i>RICOH USA INC - Total For Community Development</i>			<i>\$394.23</i>
RICOH USA INC	Police Administration	Copier usage	\$500.85
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$500.85</i>
RICOH USA INC - ALL DEPARTMENTS			\$895.08

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$5,361.94
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$5,361.94</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$844.45
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$844.45</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$713.37
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$713.37</i>
ROCKY MOUNTAIN POWER	Hogadon	Acct #54730761-126 9	\$4,981.43
<i>ROCKY MOUNTAIN POWER - Total For Hogadon</i>			<i>\$4,981.43</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$273.97
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$273.97</i>
ROCKY MOUNTAIN POWER	Public Transit - CARES Act	Acct #54730761-156 6	\$544.32
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - CARES Act</i>			<i>\$544.32</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,759.68
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,759.68</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct # -024 - 3 - Electricity	\$24.74

<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$24.74
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$92.40
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$92.40
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$215.29
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$215.29
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$16,811.59

RODOLPH BROTHERS INC

RODOLPH BROTHERS INC	Balefill - Disposal & Landfill	Tree/shrub fall fertilization	\$949.20
<i>RODOLPH BROTHERS INC - Total For Balefill - Disposal & Landfill</i>			\$949.20
RODOLPH BROTHERS INC - ALL DEPARTMENTS			\$949.20

Rooter

Rooter	Fire-EMS Operations	Sewer service	\$454.00
<i>Rooter - Total For Fire-EMS Operations</i>			\$454.00
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Rooter - Total For Parks - Parks Maint.</i>			\$331.65
Rooter - ALL DEPARTMENTS			\$785.65

ROSETTA STONE

ROSETTA STONE	Municipal Court	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$149.00
<i>ROSETTA STONE - Total For Municipal Court</i>			\$149.00
ROSETTA STONE - ALL DEPARTMENTS			\$149.00

RUSSELL INDUSTRIES I

RUSSELL INDUSTRIES I	Regional Water Operations	Spare Floats for Sump Pump - Small Tools &	\$368.28
<i>RUSSELL INDUSTRIES I - Total For Regional Water Operations</i>			\$368.28
RUSSELL INDUSTRIES I - ALL DEPARTMENTS			\$368.28

SALTUS TECHNOLOGIES,

SALTUS TECHNOLOGIES,	Police Administration	USB cable, vehicle charger & shipping/freight	\$485.30
<i>SALTUS TECHNOLOGIES, - Total For Police Administration</i>			\$485.30

SALTUS TECHNOLOGIES, - ALL DEPARTMENTS

\$485.30

SAMS CLUB #6425

SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$396.68
SAMS CLUB #6425	Fire-EMS Operations	Station 3 Supplies	\$43.56
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			\$440.24
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS -Items for Resale Hot Dog Pret	\$253.84
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			\$253.84
SAMS CLUB #6425	Ice Arena - Operations	Ice Melt for Entrances	\$20.98
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			\$20.98
SAMS CLUB #6425	Information Services	WHOLESALE CLUBS	(\$123.30)
SAMS CLUB #6425	Information Services	WHOLESALE CLUBS	\$123.30
SAMS CLUB #6425	Information Services	WHOLESALE CLUBS	\$123.30
<i>SAMS CLUB #6425 - Total For Information Services</i>			\$123.30
SAMS CLUB #6425 - ALL DEPARTMENTS			\$838.36

SAMSCLUB #6425

SAMSCLUB #6425	Fire-EMS Operations	Station 3 Supplies	\$280.37
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$177.16
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			\$457.53
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Items for Resale Buns, Pretze	\$164.28
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Items for Resale Coffee	\$17.88
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			\$182.16
SAMSCLUB #6425	Ice Arena - Operations	Ziplocs Turkeys for Special Event	\$65.08
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			\$65.08
SAMSCLUB #6425	Rec Center - Classes	Snacks friday at the rec plus holiday camps C	\$158.26
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			\$158.26
SAMSCLUB #6425	Rec Center - Special Program	Craft Fair Board Lunch & Set Up Crew	\$70.56
<i>SAMSCLUB #6425 - Total For Rec Center - Special Programs</i>			\$70.56
SAMSCLUB #6425	Water Distribution	General Building Supplies	\$288.48
<i>SAMSCLUB #6425 - Total For Water Distribution</i>			\$288.48
SAMSCLUB #6425 - ALL DEPARTMENTS			\$1,222.07

SAMSCLUB.COM

SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS - Resale Items, Nacho Cheese,	\$464.90
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$464.90</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$464.90

SEAWESTERN FIRE FIGH

SEAWESTERN FIRE FIGH	Fire-EMS Operations	Hose and hose supplies	\$1,240.34
SEAWESTERN FIRE FIGH	Fire-EMS Operations	Air Test Kit	\$286.20
<i>SEAWESTERN FIRE FIGH - Total For Fire-EMS Operations</i>			<i>\$1,526.54</i>
SEAWESTERN FIRE FIGH - ALL DEPARTMENTS			\$1,526.54

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$87.66
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$91.95
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$89.72
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$98.61
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$114.16
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$109.01
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$591.11</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$591.11

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Graffiti cover up paint for Streets - Sherwin	\$26.69
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$26.69</i>
SHERWIN-WILLIAMS COR	Traffic Control	Pump protect for Traffic Paint stripers	\$25.58
<i>SHERWIN-WILLIAMS COR - Total For Traffic Control</i>			<i>\$25.58</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$52.27

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Assorted souvenirs for resale	\$609.00
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$609.00</i>

SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS \$609.00

SHUTTERFLY, INC.

SHUTTERFLY, INC. Police Administration PHOTOGRAPHIC STUDIOS \$146.70

SHUTTERFLY, INC. - Total For Police Administration \$146.70

SHUTTERFLY, INC. - ALL DEPARTMENTS \$146.70

SILVER MINE SUBS STO

SILVER MINE SUBS STO Fire-EMS Training Meal while in Cheyenne at recruit adademy \$15.62

SILVER MINE SUBS STO Fire-EMS Training Meal while in Cheyenne for the recruit acade \$17.35

SILVER MINE SUBS STO - Total For Fire-EMS Training \$32.97

SILVER MINE SUBS STO - ALL DEPARTMENTS \$32.97

SMARSH, INC

SMARSH, INC Information Services Professional Archive Services \$3,402.66

SMARSH, INC - Total For Information Services \$3,402.66

SMARSH, INC - ALL DEPARTMENTS \$3,402.66

SODA FOUNTAIN RESTAU

SODA FOUNTAIN RESTAU Police Career Services EATING PLACES, RESTAURANTS \$27.34

SODA FOUNTAIN RESTAU Police Career Services EATING PLACES, RESTAURANTS \$32.98

SODA FOUNTAIN RESTAU - Total For Police Career Services \$60.32

SODA FOUNTAIN RESTAU Public Safety Communication EATING PLACES, RESTAURANTS \$20.48

SODA FOUNTAIN RESTAU Public Safety Communication EATING PLACES, RESTAURANTS \$28.15

SODA FOUNTAIN RESTAU - Total For Public Safety Communications \$48.63

SODA FOUNTAIN RESTAU - ALL DEPARTMENTS \$108.95

SONNYS RVS

SONNYS RVS Streets November Propane \$196.42

SONNYS RVS - Total For Streets \$196.42

SONNYS RVS - ALL DEPARTMENTS \$196.42

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Operations	Uniform items	\$14.48
<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i>			<i>\$14.48</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$14.48

SQ AMERI-TECH EQUIP

SQ AMERI-TECH EQUIP	WWTP Operations	Slide for snowplow	\$143.19
<i>SQ AMERI-TECH EQUIP - Total For WWTP Operations</i>			<i>\$143.19</i>
SQ AMERI-TECH EQUIP - ALL DEPARTMENTS			\$143.19

SQ BLUES GYPSY LLC

SQ BLUES GYPSY LLC	City Council	Lunch meeting	\$41.28
<i>SQ BLUES GYPSY LLC - Total For City Council</i>			<i>\$41.28</i>
SQ BLUES GYPSY LLC - ALL DEPARTMENTS			\$41.28

SQ CK MECHANICAL

SQ CK MECHANICAL	Fire-EMS Operations	Plumbing repair at fire station 1	\$849.29
<i>SQ CK MECHANICAL - Total For Fire-EMS Operations</i>			<i>\$849.29</i>
SQ CK MECHANICAL - ALL DEPARTMENTS			\$849.29

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$105.00
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$105.00</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$105.00

SQ CROWN FORMALWEAR

SQ CROWN FORMALWEAR	Fire-EMS Operations	Christinas - Class A fitting for Firefighter Flak	\$10.00
<i>SQ CROWN FORMALWEAR - Total For Fire-EMS Operations</i>			<i>\$10.00</i>
SQ CROWN FORMALWEAR - ALL DEPARTMENTS			\$10.00

SQ ELECTON SERVICE

SQ ELECTON SERVICE	Fire-EMS Prevent & Inspect	Excalibur Keyless entry and remote start byp	\$599.94
<i>SQ ELECTON SERVICE - Total For Fire-EMS Prevent & Inspect</i>			<i>\$599.94</i>
SQ ELECTON SERVICE - ALL DEPARTMENTS			\$599.94

SQ FCMA

SQ FCMA	Ft. Caspar Museum	Coordinating and staffing Ghost Tours	\$2,403.00
<i>SQ FCMA - Total For Ft. Caspar Museum</i>			<i>\$2,403.00</i>
SQ FCMA - ALL DEPARTMENTS			\$2,403.00

SQ MAX FIRE APPARAT

SQ MAX FIRE APPARAT	Fire-EMS Operations	Filters for engines	\$1,183.36
<i>SQ MAX FIRE APPARAT - Total For Fire-EMS Operations</i>			<i>\$1,183.36</i>
SQ MAX FIRE APPARAT - ALL DEPARTMENTS			\$1,183.36

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	1 retirement plaque, 1 plate for Risk Wins tr	\$35.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$35.00</i>
SQ PEDEN'S INC.	Parks - Parks Maint.	Logo for Mark Brattis' coat	\$24.00
<i>SQ PEDEN'S INC. - Total For Parks - Parks Maint.</i>			<i>\$24.00</i>
SQ PEDEN'S INC.	Risk Management	1 retirement plaque, 1 plate for Risk Wins tr	\$5.00
<i>SQ PEDEN'S INC. - Total For Risk Management</i>			<i>\$5.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$64.00

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Repair supplies for Senior Center - Summit El	\$55.00
<i>SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund</i>			<i>\$55.00</i>
SQ SUMMIT ELECTRIC - ALL DEPARTMENTS			\$55.00

SQ WCBO

SQ WCBO	Fire-EMS Administration	Annual membership dues and conference fe	\$694.60
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SQ WCBO - Total For Fire-EMS Administration \$694.60

SQ WCBO - ALL DEPARTMENTS \$694.60

SQUARESPACE INC.

SQUARESPACE INC. City Manager Onecentprocess website \$33.00

SQUARESPACE INC. City Manager Email workspace \$6.00

SQUARESPACE INC. - Total For City Manager \$39.00

SQUARESPACE INC. - ALL DEPARTMENTS \$39.00

STAPLES

STAPLES Fire-EMS Administration Office supplies for Fire Admin \$73.83

STAPLES Fire-EMS Administration Fire Admin Supplies - Storage boxes \$79.97

STAPLES - Total For Fire-EMS Administration \$153.80

STAPLES Parks - Parks Maint. Banners for Holiday Square \$299.50

STAPLES - Total For Parks - Parks Maint. \$299.50

STAPLES - ALL DEPARTMENTS \$453.30

STATE OF WY.

STATE OF WY. Health Insurance Fund Retiree Subsidy - December 2022 \$3,871.67

STATE OF WY. - Total For Health Insurance Fund \$3,871.67

STATE OF WY. - ALL DEPARTMENTS \$3,871.67

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI Capital Projects Fund Architectural design for City \$17,500.00

STATELINE NO 7 ARCHI - Total For Capital Projects Fund \$17,500.00

STATELINE NO 7 ARCHI - ALL DEPARTMENTS \$17,500.00

STERLING

STERLING Human Resources Centralized employee background \$531.75

STERLING - Total For Human Resources \$531.75

STERLING - ALL DEPARTMENTS \$531.75

Subway 12525

Subway 12525	Fire-EMS Training	Lunch while in Cheyenne for the Recruit Aca	\$13.54
<i>Subway 12525 - Total For Fire-EMS Training</i>			<i>\$13.54</i>
Subway 12525 - ALL DEPARTMENTS			\$13.54

SURVEYMONK T

SURVEYMONK T	Police Administration	COMPUTER SOFTWARE STORES	\$99.00
<i>SURVEYMONK T - Total For Police Administration</i>			<i>\$99.00</i>
SURVEYMONK T - ALL DEPARTMENTS			\$99.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Regional Water Operations	Screen Wash Pump Base - Other Materials &	\$17.99
SUTHERLANDS 2219	Regional Water Operations	Ozone Sample Port Parts - Pump & Lubricant	\$8.34
SUTHERLANDS 2219	Regional Water Operations	Scaffolding Pieces - Safety Equipment & Supp	\$1,009.66
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$1,035.99</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$1,035.99

SWI, LLC

SWI, LLC	Balefill	Contract Withholding: 22300162	\$5,280.00
<i>SWI, LLC - Total For Balefill</i>			<i>\$5,280.00</i>
SWI, LLC - ALL DEPARTMENTS			\$5,280.00

TACOS MEXICO

TACOS MEXICO	Fire-EMS Training	Meal for engineers test	\$263.29
<i>TACOS MEXICO - Total For Fire-EMS Training</i>			<i>\$263.29</i>
TACOS MEXICO - ALL DEPARTMENTS			\$263.29

TARGET

TARGET	Human Resources	DISCOUNT STORES	\$1,000.00
TARGET	Human Resources	50, \$20.00 Gift Cards purchased for Holiday	\$1,000.00
<i>TARGET - Total For Human Resources</i>			<i>\$2,000.00</i>

TARGET	Municipal Court	DISCOUNT STORES	\$104.98
<i>TARGET - Total For Municipal Court</i>			<i>\$104.98</i>
TARGET - ALL DEPARTMENTS			\$2,104.98

THATCHER CO.

THATCHER CO.	WWTP Regional Interceptors	Ferrous delivery on 11/18/22	\$17,418.87
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			<i>\$17,418.87</i>
THATCHER CO. - ALL DEPARTMENTS			\$17,418.87

THE HOME DEPOT

THE HOME DEPOT	Balefill - Baler Processing	TOOLS FOR BALER BLDG	\$119.94
<i>THE HOME DEPOT - Total For Balefill - Baler Processing</i>			<i>\$119.94</i>
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Hogadon - Home Depot	\$20.64
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Metro Animal She	\$82.44
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$103.08</i>
THE HOME DEPOT	Fire-EMS Operations	Screws for overhaul and salvage	\$10.97
THE HOME DEPOT	Fire-EMS Operations	Gap Filling Spray	\$4.38
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$15.35</i>
THE HOME DEPOT	Parks - Parks Maint.	Pig tails for Holiday Square	\$8.94
THE HOME DEPOT	Parks - Parks Maint.	Rope for fence around mega tree at Holiday	\$11.00
THE HOME DEPOT	Parks - Parks Maint.	Outlet cover for Holiday Square	\$40.14
THE HOME DEPOT	Parks - Parks Maint.	Holiday Square Supplies	\$80.09
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$140.17</i>
THE HOME DEPOT	Refuse - Residential	WOOD BLOCKS FOR TRUCKS TO PUT CHAINS	\$157.20
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$157.20</i>
THE HOME DEPOT	Weed & Pest Fund	Shear Pins	\$30.68
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$30.68</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$566.42

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Cannon copier maintenance fee Oct. 2022 fo	\$88.50
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			<i>\$88.50</i>

THE OFFICE SHOP, INC - ALL DEPARTMENTS \$88.50

The Tree Doctor

The Tree Doctor Balefill - Disposal & Landfill Transfilm of trees \$225.00

The Tree Doctor - Total For Balefill - Disposal & Landfill \$225.00

The Tree Doctor - ALL DEPARTMENTS \$225.00

TIM BRUNK

TIM BRUNK General Fund Revenue Coin / stamp sets for resale \$506.70

TIM BRUNK - Total For General Fund Revenue \$506.70

TIM BRUNK - ALL DEPARTMENTS \$506.70

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS Fleet Maintenance Fund Copy Charge - Nov. 2022 \$72.35

TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund \$72.35

TOP OFFICE PRODUCTS Ft. Caspar Museum Quarterly Copy Charge - Sept., Oct. & Nov. 2 \$67.50

TOP OFFICE PRODUCTS - Total For Ft. Caspar Museum \$67.50

TOP OFFICE PRODUCTS Parks - Parks Maint. Copy Charge - Nov. 2022 \$72.35

TOP OFFICE PRODUCTS - Total For Parks - Parks Maint. \$72.35

TOP OFFICE PRODUCTS Public Transit - Operations Copy charge - November 2022 \$162.23

TOP OFFICE PRODUCTS - Total For Public Transit - Operations \$162.23

TOP OFFICE PRODUCTS Streets Copy Charge - Nov. 2022 \$72.35

TOP OFFICE PRODUCTS - Total For Streets \$72.35

TOP OFFICE PRODUCTS Water Distribution Copy Charge - Nov. 2022 \$127.55

TOP OFFICE PRODUCTS - Total For Water Distribution \$127.55

TOP OFFICE PRODUCTS WWTP Operations Copy Charge - Nov. 2022 \$111.10

TOP OFFICE PRODUCTS - Total For WWTP Operations \$111.10

TOP OFFICE PRODUCTS - ALL DEPARTMENTS \$685.43

TOTALLY PROMOTIONAL

TOTALLY PROMOTIONAL Community Development MISCELLANEOUS PUBLISHING & PRINTING \$78.70

TOTALLY PROMOTIONAL - Total For Community Development \$78.70

TOTALLY PROMOTIONAL - ALL DEPARTMENTS \$78.70

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO Hogadon - Operations Hitch jack \$79.98

TRACTOR SUPPLY CO - Total For Hogadon - Operations \$79.98

TRACTOR SUPPLY CO Weed & Pest Fund ratchet straps, extension cords, shovels \$136.95

TRACTOR SUPPLY CO - Total For Weed & Pest Fund \$136.95

TRACTOR SUPPLY CO - ALL DEPARTMENTS \$216.93

TRANSUNION RISK AND

TRANSUNION RISK AND Police Administration Acct #220805 \$210.00

TRANSUNION RISK AND - Total For Police Administration \$210.00

TRANSUNION RISK AND - ALL DEPARTMENTS \$210.00

TREESTUFF

TREESTUFF Parks - Urban Forestry Arborist Supplies \$1,199.16

TREESTUFF - Total For Parks - Urban Forestry \$1,199.16

TREESTUFF - ALL DEPARTMENTS \$1,199.16

TST CHEYENNE RIB AN

TST CHEYENNE RIB AN City Council Lunch meeting \$28.17

TST CHEYENNE RIB AN - Total For City Council \$28.17

TST CHEYENNE RIB AN - ALL DEPARTMENTS \$28.17

TST WYOMING RIB

TST WYOMING RIB City Council Lunch meeting \$103.23

TST WYOMING RIB - Total For City Council \$103.23

TST WYOMING RIB City Manager Lunch meeting \$54.90

TST WYOMING RIB City Manager Lunch meeting \$145.18

TST WYOMING RIB - Total For City Manager \$200.08

TST WYOMING RIB Fire-EMS Training Dinner for engineer test assessors \$115.45

TST WYOMING RIB - Total For Fire-EMS Training \$115.45

TST WYOMING RIB - ALL DEPARTMENTS \$418.76

UBER TRIP

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$33.49

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$33.51

UBER TRIP - Total For Police Career Services \$67.00

UBER TRIP - ALL DEPARTMENTS \$67.00

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR Police Career Services Uniform supplies \$232.55

UNIFORMS 2 GEAR - Total For Police Career Services \$232.55

UNIFORMS 2 GEAR - ALL DEPARTMENTS \$232.55

UNION STATION HOTEL

UNION STATION HOTEL Police Career Services CURIO HOTELS \$1,084.30

UNION STATION HOTEL Police Career Services CURIO HOTELS \$1,085.43

UNION STATION HOTEL - Total For Police Career Services \$2,169.73

UNION STATION HOTEL Public Safety Communication CURIO HOTELS \$1,089.54

UNION STATION HOTEL - Total For Public Safety Communications \$1,089.54

UNION STATION HOTEL - ALL DEPARTMENTS \$3,259.27

UNITED 0162448286

UNITED 0162448286 Fire-EMS Training Airfare and Baggage for D. Anderson to fly to \$817.20

UNITED 0162448286 - Total For Fire-EMS Training \$817.20

UNITED 0162448286 - ALL DEPARTMENTS \$817.20

UNITED 0162448287

UNITED 0162448287 Fire-EMS Training Airfare and Baggage for D. Anderson to fly to (\$229.00)

UNITED 0162448287 - Total For Fire-EMS Training (\$229.00)

UNITED 0162448287 - ALL DEPARTMENTS (\$229.00)

UNITED 0169811929

UNITED 0169811929	Fire-EMS Training	Airfare and Baggage for D. Anderson to fly to	\$30.00
UNITED 0169811929	Fire-EMS Training	Airfare and Baggage for D. Anderson to fly to	\$30.00
<i>UNITED 0169811929 - Total For Fire-EMS Training</i>			<i>\$60.00</i>
UNITED 0169811929 - ALL DEPARTMENTS			\$60.00

UNIVERSITY OF WY.

UNIVERSITY OF WY.	Metro Animal Shelter	Inbound shipping charges	\$106.14
<i>UNIVERSITY OF WY. - Total For Metro Animal Shelter</i>			<i>\$106.14</i>
UNIVERSITY OF WY. - ALL DEPARTMENTS			\$106.14

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	November Pre-Employment & Random Testi	\$2,675.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$2,675.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$2,675.00

USPS PO 5715580945

USPS PO 5715580945	City Attorney	Postage for Dinosolar Industrial Siting Prehea	\$96.43
<i>USPS PO 5715580945 - Total For City Attorney</i>			<i>\$96.43</i>
USPS PO 5715580945	City Manager	Certified postage	\$7.85
<i>USPS PO 5715580945 - Total For City Manager</i>			<i>\$7.85</i>
USPS PO 5715580945	Risk Management	1 letter sent certified	\$8.93
<i>USPS PO 5715580945 - Total For Risk Management</i>			<i>\$8.93</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$113.21

UW CASHIER OFFICE

UW CASHIER OFFICE	Ft. Caspar Museum	Traveling Exhibit Fee	\$120.00
<i>UW CASHIER OFFICE - Total For Ft. Caspar Museum</i>			<i>\$120.00</i>
UW CASHIER OFFICE - ALL DEPARTMENTS			\$120.00

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE CL	\$20.50
<i>VCN NATRONAREALESTAT - Total For Community Development</i>			<i>\$20.50</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$20.50

VEGA AMERICAS

VEGA AMERICAS	WWTP Operations	Level sensors	\$3,601.25
<i>VEGA AMERICAS - Total For WWTP Operations</i>			<i>\$3,601.25</i>
VEGA AMERICAS - ALL DEPARTMENTS			\$3,601.25

VERIZON WIRELESS

VERIZON WIRELESS	Balefill	Acct #642199740-00001	\$288.88
<i>VERIZON WIRELESS - Total For Balefill</i>			<i>\$288.88</i>
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$1,720.43</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$2,009.31

VISTAPRINT

VISTAPRINT	Refuse - Recycling	1500 Christmas tree door hangers	\$298.61
<i>VISTAPRINT - Total For Refuse - Recycling</i>			<i>\$298.61</i>
VISTAPRINT - ALL DEPARTMENTS			\$298.61

VOIANCE LANGUAGE

VOIANCE LANGUAGE	Public Safety Communication	Interpretation services	\$45.61
<i>VOIANCE LANGUAGE - Total For Public Safety Communications</i>			<i>\$45.61</i>
VOIANCE LANGUAGE - ALL DEPARTMENTS			\$45.61

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File destruction service	\$97.24
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$97.24</i>
VRC COMPANIES LLC	Police Administration	File destruction service	\$175.04
<i>VRC COMPANIES LLC - Total For Police Administration</i>			<i>\$175.04</i>

VRC COMPANIES LLC - ALL DEPARTMENTS

\$272.28

WAL-MART #1617

WAL-MART #1617	Balefill - Disposal & Landfill	HOLIDAY MEETING SUPPLIES	\$25.68
<i>WAL-MART #1617 - Total For Balefill - Disposal & Landfill</i>			\$25.68
WAL-MART #1617	Human Resources	GROCERY STORES, SUPERMARKETS	\$880.00
WAL-MART #1617	Human Resources	GROCERY STORES, SUPERMARKETS	\$120.00
WAL-MART #1617	Human Resources	44, \$20.00 Walmart Gift Cards for Holiday Br	\$880.00
WAL-MART #1617	Human Resources	6, \$20.00 Walmart Gift Cards for Holiday Bre	\$120.00
<i>WAL-MART #1617 - Total For Human Resources</i>			\$2,000.00
WAL-MART #1617 - ALL DEPARTMENTS			\$2,025.68

WAL-MART #3778

WAL-MART #3778	Aquatics - Operations	Drain Cleaner, Scourer Pads, Comet Powder,	\$27.53
<i>WAL-MART #3778 - Total For Aquatics - Operations</i>			\$27.53
WAL-MART #3778	Ice Arena - Concessions	CONCESSIONS - Items for Resale hot chocola	\$33.24
<i>WAL-MART #3778 - Total For Ice Arena - Concessions</i>			\$33.24
WAL-MART #3778	Parks - Parks Maint.	Curtains for Holiday Square	\$45.36
WAL-MART #3778	Parks - Parks Maint.	Curtains for Holiday Square	\$63.72
<i>WAL-MART #3778 - Total For Parks - Parks Maint.</i>			\$109.08
WAL-MART #3778	Rec Center - Admin	Rec Admin Office Supplies	\$62.79
<i>WAL-MART #3778 - Total For Rec Center - Admin</i>			\$62.79
WAL-MART #3778	Water Distribution	Truck Cleaning Soap - Building Supplies	\$24.88
<i>WAL-MART #3778 - Total For Water Distribution</i>			\$24.88
WAL-MART #3778 - ALL DEPARTMENTS			\$257.52

WALMART.COM 80096665

WALMART.COM 80096665	Rec Center - Operations	Dance Recital Costumes Clogging Class	\$121.76
<i>WALMART.COM 80096665 - Total For Rec Center - Operations</i>			\$121.76
WALMART.COM 80096665 - ALL DEPARTMENTS			\$121.76

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Wardwell Water Monthly Charge - Booster S	\$36.32
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<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			\$36.32
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$36.32

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Water Distribution	Construction project - not bui	\$6,127.26
<i>WAYNE COLEMAN CONSTR - Total For Water Distribution</i>			<i>\$6,127.26</i>
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$6,127.26

WEAR PARTS INC

WEAR PARTS INC	Water Distribution	Hydrant Bolts - Water & Sewer Line Material	\$193.87
<i>WEAR PARTS INC - Total For Water Distribution</i>			<i>\$193.87</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$193.87

Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Baler Processing	Lag screws	\$41.89
<i>Wear Parts, Inc. - Total For Balefill - Baler Processing</i>			<i>\$41.89</i>
Wear Parts, Inc. - ALL DEPARTMENTS			\$41.89

WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$6,179.37
<i>WH LLC - Total For Capital Projects Fund</i>			<i>\$6,179.37</i>
WH LLC - ALL DEPARTMENTS			\$6,179.37

WICKLANDER ZULAWSKI

WICKLANDER ZULAWSKI	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$495.00
WICKLANDER ZULAWSKI	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$495.00
<i>WICKLANDER ZULAWSKI - Total For Police Career Services</i>			<i>\$990.00</i>
WICKLANDER ZULAWSKI - ALL DEPARTMENTS			\$990.00

WINN-MARION BARBER,

WINN-MARION BARBER,	WWTP Operations	Valve	\$1,941.73
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<i>WINN-MARION BARBER, - Total For WWTP Operations</i>			<i>\$1,941.73</i>
WINN-MARION BARBER, - ALL DEPARTMENTS			\$1,941.73

WM SUPERCENTER

WM SUPERCENTER	Parks - Parks Maint.	Decor for Holiday Square	\$65.96
<i>WM SUPERCENTER - Total For Parks - Parks Maint.</i>			<i>\$65.96</i>
WM SUPERCENTER	Rec Center - Classes	Holiday Party program; cooking class	\$27.04
WM SUPERCENTER	Rec Center - Classes	Duplicate charge refunded back to card CRC	(\$27.04)
WM SUPERCENTER	Rec Center - Classes	krafty class	\$13.72
WM SUPERCENTER	Rec Center - Classes	Cooking Class; Kids Holiday Party; Dance Rec	\$27.04
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$40.76</i>
WM SUPERCENTER	Water Distribution	Command Hooks - Building Supplies	\$24.84
<i>WM SUPERCENTER - Total For Water Distribution</i>			<i>\$24.84</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$131.56

WPY TeamSideline

WPY TeamSideline	Rec Center - Sports Programs	Team Sideline Integration	\$1,160.00
<i>WPY TeamSideline - Total For Rec Center - Sports Programs</i>			<i>\$1,160.00</i>
WPY TeamSideline - ALL DEPARTMENTS			\$1,160.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Refuse - Recycling	Equipment rental	\$1,256.25
<i>WY. MACHINERY CO. - Total For Refuse - Recycling</i>			<i>\$1,256.25</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$1,256.25

WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI	City Manager	Camera - was charged sales tax and then issu	(\$1,663.19)
WYOMING CAMERA OUTFI	City Manager	Canon R7 camera	\$1,583.99
WYOMING CAMERA OUTFI	City Manager	Camera - was charged sales tax so was refun	\$1,663.19
<i>WYOMING CAMERA OUTFI - Total For City Manager</i>			<i>\$1,583.99</i>
WYOMING CAMERA OUTFI	Police Investigations	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$639.99
<i>WYOMING CAMERA OUTFI - Total For Police Investigations</i>			<i>\$639.99</i>

WYOMING CAMERA OUTFI - ALL DEPARTMENTS

\$2,223.98

WYOMING FIRST AID &

WYOMING FIRST AID &	Police Administration	First Aid Supplies	\$136.24
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<i>WYOMING FIRST AID & - Total For Police Administration</i>			\$136.24
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WYOMING FIRST AID & - ALL DEPARTMENTS

\$136.24

WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Balefill - Disposal & Landfill	HIGH VISIBLE SAFETY JACKETS	\$118.78
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WYOMING WORK WAREHO	Balefill - Disposal & Landfill	WINTER SAFETY PPE - SAFETY YELLOW JACKETS	\$197.96
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WYOMING WORK WAREHO	Balefill - Disposal & Landfill	WINTER WEATHER PPE -- Safety Reflective W	\$1,069.46
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<i>WYOMING WORK WAREHOU - Total For Balefill - Disposal & Landfill</i>			\$1,386.20
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WYOMING WORK WAREHO	Refuse - Recycling	WINTER WEATHER PPE -- Safety Reflective W	\$1,069.45
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<i>WYOMING WORK WAREHOU - Total For Refuse - Recycling</i>			\$1,069.45
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WYOMING WORK WAREHOU - ALL DEPARTMENTS

\$2,455.65

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Big Printer - Office Supplies	\$203.23
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<i>XEROX CORPORATION - Total For Regional Water Operations</i>			\$203.23
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XEROX CORPORATION - ALL DEPARTMENTS

\$203.23

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Fire-EMS Operations	Blood Pressure cuffs and strap	\$348.00
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<i>ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations</i>			\$348.00
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ZOLL MEDICAL CORPORA	Hogadon - Operations	AED Batteries	\$225.00
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<i>ZOLL MEDICAL CORPORA - Total For Hogadon - Operations</i>			\$225.00
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ZOLL MEDICAL CORPORA - ALL DEPARTMENTS

\$573.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,916,413.13

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
 12/20/22

Additional Accounts Payable

12/01/22

Prewrits - Payroll Vendors, Employee / Travel Reimbursements & Petty Cash

American Heritage Life Insurance Company (Allstate)	3,720.50
Continental American Insurance Company (Aflac)	1,166.40
Tiffany Elhart - Food for CIT Training Reimbursement	249.01
Steve Nunn - Travel Reimbursement	1,292.04
Joseph Hagan - Travel Reimbursement	261.68
Michelle Rand - Travel Reimbursement	352.00
First Interstate Bank - Petty Cash (Police Dept)	245.24
NCPERS Group Life Insurance	1,248.00
	8,534.87

12/08/22

Prewrits - Travel Reimbursements, Petty Cash & Sales Tax

Jill Johnson - Travel Reimbursement	371.43
First Interstate Bank - Petty Cash (Community Development)	256.92
State of Wyo - Dept. of Revenue - Sales tax	542.98
	1,171.33

Total Additional AP \$ 9,706.20

December 6, 2022

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

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

SUBJECT: Public Hearing 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 20, 2022

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application 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. This business started out as a food truck this past summer. In October, it was switched to a family oriented Mexican restaurant and mini market and will serve items such as tortas, burritos, tacos, and breakfast items. The breakfast items include huevos con carne, huevos ranchos, pancakes, omeletts and crepes. The menu has been attached for Council’s convenience.

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:	_____ / /
Chief:	_____ / /

To be completed by City/County Clerk

License # _____ Local License #: Restaurant 50

Licenses Fees: Annual Fee: \$ _____ Date filed with clerk: 11 / 21 / 2022

Prorated Fee: \$ 411.00 Advertising Dates: (2 Weeks) 12/11/2022 & 12/18/2022

Transfer Fee: \$ _____ Hearing Date: 12 / 20 / 2022

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 12 / 21 / 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: Antojitos Shiwag, LLC MM

Trade/Business Name (dba): Antojitos Shiwag

Building to be licensed/Building Address: 611 W. Collins DR.

Number & Street

Casper WY 82601 Narena

City State Zip County

Local Mailing Address: PO Box 773

Number & Street or P.O. Box

Evansville WY 82636

City State Zip

Local Business Telephone Number: (307) 277-5151 Fax Number: ()

Business E-Mail Address: maricela.999@hotmail.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

SPECIAL DESIGNATIONS

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

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

FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 7AM to 8PM

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 2 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page Amendment paragraph _____ of lease.
(**MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

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

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

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

If "YES", explain: _____

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

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

- 7. MICROBREWERY LICENSE:**
Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL WINERY
 - (b) Do you self distribute your products? W.S. 12-2-201(a) YES NO
(Requires wholesale malt beverage license with the Liquor Division)

- 8. WINERY LICENSE:**
Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

11. LIMITED RETAIL (CLUB) LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

(2/21)

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

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

Table with 8 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip, Residence Phone Number, No. of Years in Corp. or LLC, % of Corporate Stock Held, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages? Row 1: Marisela Moreno, [blank], [blank], [blank], [blank], [blank], NO [X], NO [X].

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

REQUIRED ATTACHMENTS:

- [X] A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
[X] Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
[] 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)

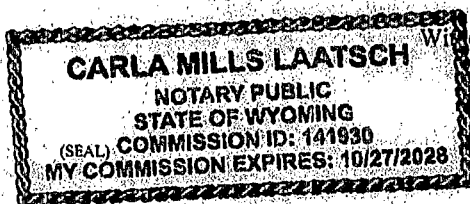
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING

COUNTY OF Teton) SS.

Signed and sworn to before me on this 14th day of November, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature] Marisela Moreno Owner
2) [Signature] [Printed Name] [Title]
3) [Signature] [Printed Name] [Title]
4) [Signature] [Printed Name] [Title]
5) [Signature] [Printed Name] [Title]
6) [Signature] [Printed Name] [Title]



Witness my hand and official seal:

Carla Mills Laatsch
Signature of Notary Public

My commission expires: 10/27/2028

Lunch & Dinner

(Served all Day)

Pa' Empezar (Appetizers)

Queso Dip & Chips	\$6.99
Guacamole & Chips	\$7.99
Taquitos de Pollo	\$6.99
4 Taquitos Served with Lettuce, Tomato & Sour Cream	
Shiwas Sampler	\$9.99
Quesadilla, 2 Chicken Taquitos, Guacamole, Pico, Sour Cream	
Shiwas Hot Cheetos	\$9.99
Hot Cheetos, Queso, Jalapeno, & Choice of Meat	
Shiwas Tostada	\$9.99
3 Tostadas, Cheese, & Choice of Meat	
Frijoles ala Charra	\$9.99
Bowl of pinto beans, served with your choice of meat, topped with Pico de Gallo and queso fresco. Served with one Flour tortilla or two corn tortillas	

Burritos/Tacos/Tortas/Montados

Burrito De Guisados	\$6.99
Tortilla and Choice of Guisado (+ Add Beans \$0.99)	
Burrito	\$5.99
Beans and Choice of Meat (+ Add Beans \$0.99)	
Bean, Rice and Cheese Burrito	\$4.99
Torta De Guisados	\$9.99
Choice of Guisado & Beans	
Tortas	\$8.99
Lettuce, Tomato, Onion, Avocado, Mayo, Cheese, Choice of Meat	
Shiwas Torta	\$9.99
Salchicha(Hot Dog Weenie), Choice of Meat, Lettuce, Onion, Avocado, Tomato, Cheese)	
Tacos De Guisados	\$3.89
Choice of Guisado (+ Add Beans \$0.99)	
Tacos	\$2.99
Choice of Meat (+ Add Beans \$0.99)	
Montados De Guisados	\$7.99
Tortilla, Cheese, Choice of Guisado (+ Add Beans \$0.99)	
Montados	\$6.99
Cheese & Choice of Meat (+ Add Beans \$0.99)	
Quesadilla Plain	\$5.99
Cheese and Tortilla	

Meats:

- *Asada
- *Adobada
- *Chorizo
- *Carnitas
- *Pollo
- *Ground Beef

Guisados:

- *Chicharron With Green Chile
- *Arriero (Beef, Beans & Poblano Chiles)
- *Asada De Puerco (Pork Red Chile)
- *Picadillo (Ground Beef with Potato)
- *Desebrada (Shredded Beef in Green)

Kids

Quesadilla	\$7.99
Choice of Fries or Rice and Beans, Includes Kids Small Drink	
Bean & Cheese Burrito	\$7.99
Choice of Fries or Rice and Beans, Includes Kids Small Drink	
Hotdog	\$5.99
Ketchup, Mustard, With Fries	
Kids Cheese Burger With Fries	\$7.99

Lunch & Dinner Sides

Chile Toreados/Fried Jalapenos	\$2.99
Pico De Gallo - 12 OZ	\$4.99
Guacamole - 12 OZ	\$6.99
French Fries	\$4.99
Beans - 12 OZ	\$3.99
Rice - 12 OZ	\$3.99
Smother Green Or Red	\$2.99
Queso Dip - 12 OZ	\$4.99
Homemade Flour Tortilla (Dozen)	\$14.99
Homemade Flour Tortilla (Order of 2 ea)	\$3.99
Corn Tortilla (Order of 3 ea)	\$1.99

Shiwas Platters/Platillos

(Served with Rice & Beans)

Chicharron en Salsa verde	\$13.99
Chicharron with Green Chile includes one flour tortilla or three corn	
Arriero	\$13.99
Beef, Beans & Poblano Chiles includes one flour tortilla or three corn	
Asado de Puerco	\$13.99
Red Pork Chile includes one flour tortilla or three corn	
Picadillo	\$13.99
Ground Beef with Potato includes one flour tortilla or three corn	
Desebrada Verde	\$13.99
Shredded Beef in Green Sauce includes one flour tortilla or three corn	
Carne Asada	\$14.99
Includes one flour tortilla or three corn	
Chile Relleno	\$14.99
Includes one flour tortilla or three corn	
Three Tacos	\$12.99
Choice of Meat or Guisado	
Burrito Plate	\$13.99
2 Burritos choice of Meat or Guisado	
Enchiladas Rojo or Verde	\$11.99
Includes four each with cheese (+ Add meat for \$2.99)	

Antojitos

Shiwas Hamburguesa	\$13.99
Cheese, Bacon, Mayo, Lettuce, Tomato, Jalapeno, With Fries	
Hamburguesa Hawaiana	\$14.99
Cheese, Bacon, Mayo, Lettuce, Pineapple, Grilled Onion, With Fries	
Shiwas Hot Dog Especial	\$9.99
Hot dog, Mayo, Pico de Gallo, Choice of Meat, With Fries	
Shiwas Hot Dog	\$7.99
Hot dog, Mayo, Pico de Gallo, With Fries	
Elote en Vaso/ Cup Corn	\$4.99
Salchipapas	\$7.99
Fries, Queso, Hotdog, Jalapeno (+ Add Meat for \$2.99)	
Tosti Nortenos	\$11.99
Tostitos/Dorito Chips, Queso, Pico de Gallo, Jalapeno, Choice of Meat	
Chilindrinas	\$7.99
Duros, Cueritos, Lettuce, Sour Cream, Pico de Gallo, Guacamole, Cotija Cheese, Valentina Salsa	
Chilindrinas Con Elote	\$6.99
Duro, Frijoles, Mayonesa, Elote, Pico de Gallo	
Shiwas Fries	\$11.99
Fries, Queso, Choice of Meat, Lettuce, Tomato, Guacamole	
Shiwas Bowl	\$9.99
Choice of Meat, Rice, Beans, Lettuce, Tomato, Cheese, Guacamole	

Postres/Desserts

Sopapilla	\$5.99
Sopapilla & Ice Cream	\$7.99
Churro Donut & Ice Cream	\$6.99
Churro Donuts (2 Ea)	\$4.99
Fried Ice Cream	\$6.99
Arroz con Leche	\$3.99
Flan	\$3.99



Bebidas/Drinks

Jarritos	\$2.99
Mexican Coke	\$3.49
Aguas Frescas LG	\$4.49
Aguas Frescas Medium	\$2.99
Fountain Drink LG	\$2.99
Fountain Drink Small	\$1.99
Juice	\$2.99
Milk	\$2.79
Coffee	\$2.89





welcome to

ANTOJITOS SHIWAS

Restaurante Y Mini-Market

Desayuno/Breakfast

Daily 7:00 AM to 11:00 AM



Huevos A la Mexicana	\$12.99
Scrambled Eggs with Tomato, Jalapeno & Onion Served with Beans and Potato	
Huevos Con Carne	\$12.99
Eggs, Choice of meat: Asada, Adobada, Chorizo, Served with Beans and Potato	
Huevos Con Guisado	\$13.99
Eggs, Guisado of your choice, Served with Beans and Potato	
Huevos Rancheros	\$10.99
Two Fried Tortillas Topped with Two Fried Eggs Smothered with salsa, Served with Beans and Potato	
Burrito De Guisados	\$6.99
Chicharron, Arriero, Asada De Puerco, Picadillo, Desebrada	
Burrito	\$5.99
Beans, Potato, Eggs and Choice of Meat: Asada, Adobada, Chorizo	
Pancakes	\$4.99
3 Pancakes (+ Add Nutella or Cajeta for \$1.99)	
Shiwas Omelette	\$12.99
Egg, Onion, Tomato, Jalapeno, Includes: Choice of Meat Beans and Potato (+ Add Guisado for \$2.99)	
Crepes	\$9.99
3 Crepes, Strawberry, Lechera, drizzled with Cajeta and powdered Sugar	

Tortilla can be added for extra charge

Breakfast Sides

Bacon (3 Slices)	\$2.99
Bagel (Regular Cream Cheese)	\$2.99
Churro Donuts	\$4.99
One Egg	\$2.49

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.



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 12/7/2022 and ended on 12/21/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.casperwy.gov) for the entire period referenced above.

By: Carla Mills Laatsch

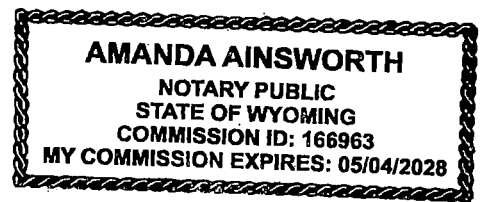
Date: 12-7-2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

7th day of December, _____

Amanda J. Ainsworth



Provide to City of Casper Central Records

NEW RESTAURANT LIQUOR LICENSE

An application for a new Restaurant Liquor License No. 50 Antojitos Shiwas, LLC dba Antojitos Shiwas, located at 611 West Collins Drive has been received in this office. Public Hearing on said application will be held on December 20, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: December 11 & 18, 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 6th day of December, 20 22.

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

APPROVED AS TO FORM:

Walker Trumbull

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Mayor

December 20, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Authorizing the Mayor to sign the FY22 Casper Historic Preservation Commission Annual Report.

Meeting Type & Date:
Regular Council Meeting, December 20, 2022.

Action Type:
Resolution.

Recommendation:
That Council, by resolution, authorize the Mayor to sign the FY22 Casper Historic Preservation Commission Annual Report.

Summary:
The Wyoming State Historic Preservation Office, in conjunction with the National Park Service, requires that all Certified Local Governments meet several annual requirements. The City of Casper, through the Casper Historic Preservation Commission, is the Certified Local Government (CLG) for this community. These annual requirements consist of public meetings, evaluation requirements, training requirements, and an annual report. The annual report communicates evaluation criteria including compliance with Wyoming State Statutes and accomplishments of the Commission. The annual report also includes a complete list of Commission members, meeting minutes, and a written narrative.

A resolution authorizing the Mayor to sign the Annual Report has been prepared for Council's consideration.

Financial Considerations
Not applicable

Oversight/Project Responsibility:
Community Development Department – Planning Division

Attachments:
Resolution
CLG Annual Report

WYOMING SHPO -- CLG ANNUAL REPORT FORM 2021 - 2022

Due Date: DECEMBER 31, 2022

Report Inclusion Dates: OCTOBER 1, 2021 through SEPTEMBER 30, 2022 (federal fiscal year)

Format: Please use the forms on the following pages to submit annual reports.

Please provide the following information with your Annual Report:

- ✓ 1. Signature page with signatures of all **NEWLY APPOINTED** commission members
- ✓ 2. Historic Preservation Commission Member Profile and Resume for all **NEWLY APPOINTED** commission members if not previously sent to SHPO.
- ✓ 3. **An updated list of all staff support and commission members, indicating official titles or positions and current contact information.**
- ✓ 4. A certified copy of the Certified Local Government's annual budget audit report or an explanation for why it is not being provided.
- ✓ 5. Copies of meeting minutes.
- ✓ 6. Documentation of training.
- ✓ 7. Description of all major accomplishments of the CLG commission during the federal fiscal year (10/1/21 to 9/30/22).

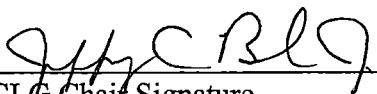
I verify that the information given in the annual report and evaluation documentation is true and accurate to the best of my knowledge.

Craig Collins, City Planner
Preparer's Name & Title

11/22/2022
Date


Signature

12/12/2022
Date


CLG Chair Signature

12/12/2022
Date

Chief Elected Local Official Signature

Date

CLG ANNUAL REPORT & EVALUATION DOCUMENTATION

1. MEETINGS

- ✓ Meetings are held in accordance with by-laws. ✓ Yes No
- At least 6 meetings were held during the federal fiscal year. ✓ Yes No
- Copies of minutes for all meetings are attached or were previously sent to SHPO. ✓ Yes No

2. MEMBERS

- Commission vacancies were filled within 30 days Yes ✓ No N/A
Vacancies are filled as quickly as possible, but the process takes longer than 30 days
- Newly appointed members met federal standards. ✓ Yes No N/A
- Copies of resumes for newly appointed members are attached. ✓ Yes No N/A

3. TRAINING

- Did CLG commission members receive training during the federal fiscal year? ✓ Yes No
- Is documentation of training attached? ✓ Yes No N/A

4. FUNDING

- Has the CLG received NPS CLG grant funding during the federal fiscal year? Yes ✓ No
- If yes, were all programmatic and procedural requirements for the grant project followed? Yes No ✓ N/A
- Has the CLG commission received funding from other sources? Yes ✓ No

5. NATIONAL REGISTER NOMINATIONS & PUBLIC COMMENT

- Did the CLG commission support or pursue listing properties in the National Register of Historic Places? Yes ✓ No
- Did CLG commission review and comment on nominations to the National Register of Historic Places? Yes ✓ No
- Did the commission provide a reasonable opportunity for public comment on National Register nominations to their local constituency, including those instances when the CLG is the nominating party for properties within the jurisdiction of the local government? Yes No ✓ N/A
- Did the CLG commission implement appropriate procedures for public comment and forward public comments to SHPO for properties within its jurisdiction being nominated to the National Register? Yes No ✓ N/A

- Did the chief elected official of the CLG transmit the report of the local commission regarding National Register nominations for property within the jurisdiction of the certified local government along with his/her recommendation directly to the SHPO? Yes No N/A
- Are copies of the appropriate notification letters, public notices, minutes or other documentation attached? Yes No N/A

6. PROGRAM SUPPORT FROM LOCAL GOVERNMENT

- Does the local government provide the commission with at least a minimum of part time, paid staff assistance? Yes No
- Has the local government provided the commission any of the following? (check all that apply) Yes No
 - operational funding support or assistance
 - use of their equipment, such as:
 - copiers
 - computers
 - office and meeting space
 - supplies, including paper, envelopes, and postage

7. CULTURAL RESOURCES INVENTORY

- During the Fiscal Year being reported, has the CLG commission conducted or supported additional surveys of cultural resources located within the jurisdiction of the CLG? Yes No
- During the Fiscal Year being reported, has the CLG commission gathered information on cultural resources within the jurisdiction of the CLG and advised government officials on historic preservation issues? Yes No
- Does the CLG commission maintain an organized compilation of information on properties that have been surveyed and evaluated within the jurisdiction of the certified local government? Yes No
- Has the local government provided a place to house the local inventory? Yes No N/A

8. PRESERVATION PLANNING

- Did the CLG or its commission take steps to protect properties significant to local residents through local designation? Yes No
- Did the CLG or its commission take any steps intended to protect resources identified in a survey? Yes No
- Did the CLG or its commission take any steps to incorporate historic preservation concepts into local planning initiatives? Yes No

- Did the CLG or its commission publicly recognize the significance of properties to attract tourists and other visitors interested in history and preservation? Yes No
- Has the CLG or its commission taken steps toward enacting any local ordinances or resolutions that enhance preservation within the jurisdiction of the local government? Yes No
- Has the CLG enforced appropriate local legislation for the designation and protection of historic properties? Yes No

9. HISTORIC PRESERVATION PROMOTION

- Has the CLG commission served as a liaison with community residents to gain recognition for historic properties? Yes No
- Has the CLG commission provided opportunities for the CLG to pursue a formal role in historic preservation? Yes No
- Has the CLG commission informed people about the benefits of historic preservation, the commission, and its work? Yes No
- Has the CLG commission demonstrated a commitment to and an appreciation of local cultural resources by:
(Check all that apply) Yes No

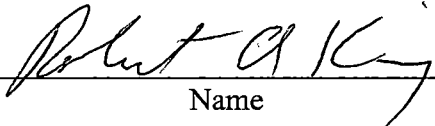
- becoming more visible in the community
- promoting historic preservation activities
- protection of cultural resources
- improvements in local appearance, the economic climate, or stimulating tourism
- dispelling myths about preservation
- establishing the credibility and trustworthiness of the commission
- garnering support and/or enthusiasm for historic preservation

- Can the CLG commission demonstrate pursuit of sound preservation goals to make preservation an integral part of development and planning process that fits the needs, interests, and goals of local residents? Yes No
- Did the CLG commission sponsor or provide educational opportunities such as: Yes No
 - workshops for its own commission members
 - writing a regular preservation column for its local newspaper
 - any of a variety of activities to promote and support historic preservation, if checked describe below:

**NEWLY APPOINTED COMMISSION MEMBER
SIGNATURE PAGE**

We, the undersigned members of the Casper Historic Preservation Commission in Casper, Wyoming, have read and are familiar with both the ordinance and bylaws of our commission.

SIGNED:

 _____ Name	<u>12/12/2022</u> _____ Date
_____ Name	_____ Date
_____ Name	_____ Date
_____ Name	_____ Date
_____ Name	_____ Date

ROBERT A. KING

1551 THREE CROWNS DRIVE, SUITE 301
CASPER, WYOMING 82604
(307) 262-1776
bobking06@qwestoffice.net

November 19, 2020

Liz Becher
Community Development Director
200 North David Street, Suite 205
Casper, Wyoming 82601

Re: Historic Preservation Commission Opening

Dear Ms. Becher:

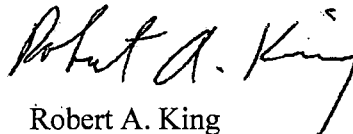
I hereby submit my name for consideration of appointment to the 2021 open position on the Casper Historic Preservation Commission.

I have been a resident of Casper for 41 years. I am a petroleum engineer by profession, having worked for both individual companies as an employee and consultant, and the State of Wyoming as both a Commissioner and Supervisor of the Wyoming Oil & Gas Conservation Commission.

I have served on the Amoco Reuse Agreement Joint Powers Board from 1998-2002, and the Three Crowns Management Committee from 2006-2015. I am currently on the Cadoma Foundation Board, the Enhanced Oil Recovery Commission Board, and the Casper Planning and Zoning Commission, whereby my term expires at the end of 2020. I am also an active member of the Natrona County Historical Society.

I have a strong appreciation for both Casper's history and future progress, and believe I can bring experience and insight to the Casper Historic Preservation Commission.

Sincerely,



Robert A. King

HISTORIC PRESERVATION COMMISSION DIRECTORY
As of September 30, 2022

Local Government Contact:

Craig Collins, City Planner
200 N David St
Casper, WY 82601
307-235-7579
ccollins@casperwy.gov

Board Contact:

Jeff Bond, Chairperson
2150 West 40th
Casper, WY 82604
307-234-3601
jeff@heinbond.com

Members:

Robin Broumley
1631 Blue Spruce Dr
Casper, WY 82609
307-473-9087
robinbroumley@gmail.com

Carolyn Buff
1617 Westridge Ter
Casper, WY 82604
307-234-5424
jcbuff@bresnan.net

Frank "Pinky" Ellis
3050 Pratt Blvd
Casper, WY 82609
307-234-6366
jnellis1010@gmail.com

Erich Frankland
1236 S Elm St
Casper, WY 82601
307-265-8213
efrankland@caspercollege.edu

Connie Hall
Box 598
Mills, WY 82644
307-267-2790
renegade6224@gmail.com

Anthony Jacobsen
444 S Center St
Casper, WY 82601
307-265-3611
ajacobsen@stateline7.com

Bob King
1551 Three Crowns Dr #301
Casper, WY 82604
307-262-1776
bobking06@qwestoffice.net

John Lang
1605 S Walnut St
Casper, WY 82601
917-235-7452
johnlangsr@aol.com

Maureen M. Lee
PO Box 50203
Casper, WY 82605
928-210-6022
Western.ny.blonde@gmail.com

Paul Yurkiewicz
1042 N Grant St
Casper, WY 82601
646-896-4209
Paul1no2@hotmail.com



Casper Historic Preservation Commission
City of Casper Community Development Dept.
200 North David Street
Casper, WY 82601
Phone 307-235-8241

November 22, 2022

RE: Casper Historic Preservation Commission 2022 Annual Report
Request for copy of the CLG's annual budget audit report

The City of Casper's Fiscal Year 2021 was completed on June 30, 2021. Due to the length of the audited financial documents, a link was sent via email separate from this Annual Report.

A link will be sent for the City of Casper's Fiscal Year 2022 audited financial report when it becomes available.

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
October 18, 2021 (ZOOM)

In attendance: Jeff Bond, Anthony Jacobsen, Robin Broumley, Pinky Ellis, Connie Hall, Carolyn Buff, John Lang

Absent: Erich Frankland, Paul Yurkiewicz, Ann Berg, Maureen Lee

Staff: Liz Becher, Community Development Director
Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III
Susan Frank (P&Z Liaison),
Lisa Engebretsen (Council rep)

Guest: Rebecca Mashak

ONLINE MEETING THIS MONTH. (Because of the rise in COVID cases, the City of Casper is resuming online meetings as a precaution.) A link was sent to all members of the Commission.

Jeff Bond called the meeting to order at 8:35 a.m.

Approval of Minutes

Mr Bond asked if everyone had read the minutes of the September 13, 2021, meeting and asked if there were any corrections. Three corrections were noted.

Minutes from September 13, 2021, were approved unanimously.

New Business

Commissioner Terms and upcoming appointments

Last month Mr. Collins asked that any commissioners not able to continue on the commission to submit a resignation letter so the commission can advertise for a new member. Ann Berg submitted her resignation on 10-17-21.

Progress Report on African American Study – Review/Direction

Rebecca Mashak presented her report to the group and discussed the information she has been able to gather up to this point. Ms. Mashak discussed the challenges and gaps that she has experienced in her research. She also discussed the method for the evaluation of sites.

Community members who might be able to contribute more information for the report are Leah Reeb and R.C. Johnson. R.C. Johnson has been contacted several times by Ms. Mashak and Ms. Hall. Ms. Broumley offered to reach out again to Ms. Johnson.

Ms. Mashak also suggested that letters be sent to the remaining individuals that she has not yet been able to connect with by other methods. It was decided by the commission that Ms. Mashak would write the letters and send them to Mr. Collins who will put them on HPC letterhead in an effort to encourage more responses.

Mr. Collins asked Ms. Mashak to include the tracking sheet she has for her outreach efforts. This will be attached to the report as an appendix.

The need for the redaction of personal information was discussed as the final report will most likely be published on the City of Casper website.

Mr. Collins will send the report out to the group and Mr. Bond asked that the members review the document and respond back to Mr. Collins with edits by November 12, 2021. Mr. Collins will compile the edits and forward the information to Ms. Mashak by November 15, 2021.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

No Update

OYD Committee Update (Connie and John)

Ms. Becher discussed the Ribbon Cutting Ceremony at the OYD Parking lot which will be held 10/26/21 after the City Council work session.

Other items discussed were the Midwest Street Project through the OYD program which will move the utilities underground.

P&Z Commission (Susan Frank, Liaison)

Ms. Frank announced Carol Johnson as the newest member of the P&Z Commission.

Demolition Permits (Staff)

Mr. Collins shared 2 demo items.

Sub-Committee reports

- Ghost Signs (John and Connie)
No Update
- Brochures and Mobile App (Paul, Jeff, Ann and Robin)
No Update

- GIS map of historic properties and surveyed properties for website (**Jeff and Anthony**)
Anthony mentioned contacting SHPO for training on mapping features.
- Field Visits/Tours (**Robin and Connie**)
On hold for now.
- Social Media/Outreach/Education (**Maureen, Paul and Ann**)
No Update.
- Strategic Plan progress/review (**Jeff**)
No update.

Other Business

The next meeting will be November 08, 2021, at TBD.

Meeting adjourned at 9:46 a.m.

Respectfully submitted,


Liz Becher
Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
November 8, 2021 (ZOOM)

In attendance: Jeff Bond, Anthony Jacobsen, Pinky Ellis, Connie Hall, Carolyn Buff, John Lang, Erich Frankland, Paul Yurkiewicz, Maureen Lee

Absent: Robin Broumley

Staff: Liz Becher, Community Development Director
Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III
Susan Frank (P&Z Liaison),
Lisa Engebretsen (Council rep)

Guest: N/A

ONLINE MEETING THIS MONTH. (Because of the rise in COVID cases, the City of Casper is resuming online meetings as a precaution.) A link was sent to all members of the Commission.

Jeff Bond called the meeting to order at 8:34 a.m.

Approval of Minutes

Mr Bond asked if everyone had read the minutes of the October 18, 2021, meeting and asked if there were any corrections. No corrections were noted.

Minutes from October 18, 2021, were approved unanimously.

New Business

Training

Training opportunities were discussed and a list of sources were included in the packet. The commissioners will review and look for any additional training they might be interested in for this year.

Progress Report on African American Study – Review/Direction

Mr. Collins shared that he had received edits from a couple of the commissioners and reminded everyone that any remaining edits need to be submitted by November 11, 2021.

End of Year Report

Mr. Collins shared the end of year report with the commission. Mr. Bond will sign the report this week and Mr. Collins will add the report to the City Council agenda.

Committee Resignation and Appointment

Ann Berg submitted her resignation October 17, 2021. Bob King has submitted his letter of interest. The commission passed a motion to accept Bob King's letter and Mr. Collins has added the appointment of Mr. King to the City Council agenda.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

Mr. Collins shared with the commission that there was a property that might qualify for the Grant and that the City was applying for the Grant. However, due to the nature of the project he could not disclose any additional information. Mr. Collins will keep the commission informed when he is free to do so.

OYD Committee Update (Connie and John)

The parking lot dedication was on October 26, 2021. The weather was a factor in turn out.

P&Z Commission (Susan Frank, Liaison)

Ms. Frank commented that there was only one case last month.

Demolition Permits (Staff)

Mr. Collins shared 1 demo item.

Sub-Committee reports

- **Ghost Signs (John and Connie)**
There are no new signs to report. Ms. Hall asked about the work being done next to the Nolan. Mr. Jacobsen commented that they had lost one small exit sign but were working to preserve the large sign on the south side.
- **Brochures and Mobile App (Paul, Jeff, Ann and Robin)**
No Update
- **GIS map of historic properties and surveyed properties for website (Jeff and Anthony)**
Mr. Bond shared the google map that he has built off of the survey data. He is still waiting to hear from SHPO on the Wyotrack project before spending resources duplicating efforts. Mr. Collins stated that he would like to pursue adding Mr. Bond's map to the HPC webpage on the City website. Mr. Collins also suggested that commission ask SHPO to provide a training on Wyotrack in the future.
- **Field Visits/Tours (Robin and Connie)**
On hold for now.

- **Social Media/Outreach/Education (Maureen, Paul and Ann)**

Ms. Lee reported that the Facebook page has 320 likes and 339 followers. It was suggested that information regarding the African American study should be posted to the page as well as a pic of the map Mr. Bond has worked on with some additional information. There was also some discussion regarding posting pictures from an historic book and copyright issues were discussed. Ms. Lee will double check on the copyright issue.

- **Strategic Plan progress/review (Jeff)**

No update.

Other Business

Ms. Lee brought up the topic of the tunnel system that was first developed by Wells Fargo in the downtown area. Some ideas for gathering more info on the tunnels were contacting the Fire department, the City Engineering department, Rocky Mountain Power, and Black Hills Energy. Additionally, the idea of contacting the GIS professor who might be able to use radar to track the systems was discussed.

The next meeting will be December 13, 2021, at TBD.

Meeting adjourned at 9:46 a.m.

Respectfully submitted,



Liz Becher

Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
December 13, 2021

In attendance: Anthony Jacobsen, Pinky Ellis, Connie Hall, Carolyn Buff, John Lang, Erich Frankland, Paul Yurkiewicz, Robin Broumley

Absent: Maureen Lee, Jeff Bond
Liz Becher, Community Development Director
Susan Frank (P&Z Liaison)

Staff: Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III
Lisa Engebretsen (Council rep)

Guest: N/A

Connie Hall called the meeting to order at 8:34 a.m.

Approval of Minutes

Mr. Bond asked if everyone had read the minutes of the November 8, 2021, meeting and asked if there were any corrections. Three corrections were noted.

Minutes from November 8, 2021, were approved unanimously.

New Business

Progress Report on African American Study – Review/Direction

Mr. Collins shared that the study was sent to Ms. Mashak and she has forwarded the report to SHPO. We sent out letters from Ms. Mashak's list and have received one response back.

End of Year Report

The End of Year report was approved by council and we are currently waiting for the Mayor to sign and then Mr. Collins will submit the report.

Committee Appointment

Bob King was approved by Council and all three reapplications were approved.

WyoTrack Training

Mr. Collins has contacted SHPO and requested training. SHPO replied that they are working on developing a training for next year.

Future Topics

Items discussed were:

brochures,
a micro walking tour for the summer around the Nolan and downtown area,
partnering with BirdBox (the company that manages the scooters) to tie in the map on the scooter app with historic sites,
QR code for walking tour info,
gathering info about other Historic Commissions activities around the state.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

The project Mr. Collins mentioned last month does not qualify. However, since grant funding has been extended through February, Mr. Collins asked if there were any projects that the commission would like to pursue.

Ms. Broumley asked about possible plaques on historical sites.

Mr. Collins asked Ms. Broumley about the cost and which sites needed plaques.

Other ideas were walking tour books similar to the ones Cheyenne uses.

OYD Committee Update (Connie and John)

No Report

P&Z Commission (Susan Frank, Liaison)

This month there is a zone change and small subdivision change.

Demolition Permits (Staff)

No Report

Sub-Committee reports

- Ghost Signs (John and Connie)
There are no new signs to report.
- Brochures and Mobile App (Paul, Jeff, Ann and Robin)
No Update

- GIS map of historic properties and surveyed properties for website (**Jeff and Anthony**)
Mr. Bond is still waiting to hear from SHPO on the WyoTrack project before spending resources duplicating efforts.
- Field Visits/Tours (**Robin and Connie**)
Mr. Collins shared that the Commission is free to schedule visits. It was determined that Ms. Broumley will attempt to schedule visits or tours directly after the meetings.
- Social Media/Outreach/Education (**Maureen, Paul and Ann**)
Mr. Yurkiewicz reported that the Facebook page has 353 followers. Once the African American Study is complete, it will be added to the Facebook page and we will use an advertising boost (\$10) to increase interest.
- Strategic Plan progress/review (**Jeff**)
No update.

Other Business

Mr. Frankland asked about the possibility of changing the meeting day. A poll will be sent to survey the group.

Ms. Hall discussed two ranchettes that are in the same area as the oil company homes. Her understanding is that these might be of interest to the group and will follow up with addresses.

Ms. Engebretsen mentioned a property that was built in 1901 and asked if that is the type of home the Commission is interested in and how residents go about applying for historical status.

Mr. Collins stated that those are the types of surveying projects the Commission can use to apply for grant money.

The next meeting will be January 10, 2022 at TBD.

Meeting adjourned at 9:20 a.m.

Respectfully submitted,



Liz Becher
Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
January 10, 2022

In attendance: Jeff Bond, Anthony Jacobsen, Carolyn Buff, John Lang, Paul Yurkiewicz, Robin Broumley, Bob King

Absent: Maureen Lee, , Connie Hall, Pinky Ellis, Erich Frankland
Liz Becher, Community Development Director
Lisa Engebretsen (Council rep)

Staff: Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III

Guest: Rob Piotter

Jeff Bond called the meeting to order at 8:32 a.m.

Election of Officers

John Lang made a motion to keep the current Chairman and nominated Connie Hall for Vice Chairman.

The motion was seconded by Carolyn Buff. Motion passed unanimously.

Approval of Minutes

Mr. Bond asked if everyone had read the minutes of the December 13, 2021, meeting and asked if there were any corrections. One correction was noted.

Minutes from December 13, 2021, were approved unanimously.

New Business

Discussion with Rob Piotter

Mr. Piotter has been researching the old underground tunnels that were used to provide steam heat from Casper Electric Company to businesses and residences in the downtown area. Mr. Piotter described all the business that he knows of and has visited that were at one point connected to the tunnel system. Mr. Piotter discussed with the commission ideas regarding whether the tunnels had been mapped or when and why the tunnel accesses were closed off. The exact locations of access to the steam tunnel system remains a mystery and Rob is dedicated to researching the topic.

Discussion of December items

- Ms. Broumley is currently working on researching the structures on the Historic Register that need plaques and the cost of plaques.
- The option to use text for agendas, bids, etc. is being reviewed by the City's IT department.
- Ms. Becher will be reaching out to Bird Scooters to inquire about integrating maps on the scooter App.
- Poll results for meeting availability reflected Monday at 8:30 as the preferred time by the commission members.

Progress Report on African American Study -- Review/Direction

SHPO is reviewing the report. Mr. Collins has been in contact with Bethany Kelly.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

No Report

OYD Committee Update (Connie and John)

No Report

P&Z Commission

This month there is a small subdivision change and two conditional use cases.

Demolition Permits (Staff)

No Report

Sub-Committee reports

- Ghost Signs (**John and Connie**)
Mr. Lang will send photos to Mr. Bond.
- Brochures and Mobile App (**Paul, Jeff, Ann and Robin**)
No Update
- GIS map of historic properties and surveyed properties for website (**Jeff and Anthony**)
No Update
- Field Visits/Tours (**Robin and Connie**)
No Update
- Social Media/Outreach/Education (**Maureen, Paul and Ann**)
Mr. Yurkiewicz reported that the Facebook page has 360 followers.
- Strategic Plan progress/review (**Jeff**)
No update.

Other Business

The next meeting will be February 14, 2022 at the old Wells Fargo building for a tour.

Meeting adjourned at 9:43 a.m.

Respectfully submitted,

Handwritten signature of Liz Becher in black ink.

Liz Becher
Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
March 14, 2022

In attendance: Jeff Bond, Anthony Jacobsen, Carolyn Buff, John Lang, Paul Yurkiewicz, Robin Broumley, Bob King, Maureen Lee, Connie Hall, Pinky Ellis,

Absent: Erich Frankland
Liz Becher, Community Development Director

Staff: Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III

Guest:

Jeff Bond called the meeting to order at 8:31 a.m.

Approval of Minutes

Mr. Bond asked if everyone had read the minutes of the January 10, 2022, meeting and asked if there were any corrections. No corrections were noted.

Minutes from January 10, 2022, were approved unanimously.

New Business

- Mr. Bond and Ms. Broumley have met with Visit Casper to partner with them on printing brochures for the walking tour. Visit Casper has all the assets and will review the document. Timeframe for review is April with printing possible in mid-May.
- May is Historic Preservation Month. Mr. Yurkiewicz is reaching out to other organizations in town to put on a social event as a fun way to foster and strengthen relationships. Timeframe would be the second week of May after Tourism week. The commission will put up posters to promote Historic Preservation Month and will coordinate event promotion. The Commission put together a long list of possible organizations and local business to invite to the event.
- The commission discussed plaques for buildings on the National Historic Registry. A list of properties that qualify is being developed and Mr. Collins will send out a letter asking if any of those properties are interested in a plaque. The commission discussed the possibility of the City contributing to a portion of the cost of the plaques. The buildings on the walking tour were listed as a priority.

Progress Report on African American Study – Review/Direction

The report has been approved by SHPO and it has been returned to the City with all sensitive information redacted. The Commission has given Mr. Collins approval to present the report to City Council.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

No Report

OYD Committee Update (Connie and John)

Mr. Lang gave an update. The new Chairperson for OYD is Amber Pollock and Steve Freel will be the Vice Chair.

P&Z Commission

This month there is a small subdivision change.

Demolition Permits (Staff)

There are two demolition cases this month.

1405 E 2nd

138 S. Kimball – Commissary Mall

Sub-Committee reports

- Ghost Signs (**John and Connie**)
Mr. Lang will update the PowerPoint video presentation for May's event.
- Brochures and Mobile App (**Paul, Jeff, Ann and Robin**)
See notes above
- GIS map of historic properties and surveyed properties for website (**Jeff and Anthony**)
The map of surveyed properties is on the website. There are a few sites missing and Ms. Turner will work with Mr. Bond for additional solutions.
- Field Visits/Tours (**Robin and Connie**)
The Commission will send a thank you note for the tour in February and Ms. Broumley will reach out for additional tours opportunities.
- Social Media/Outreach/Education (**Maureen, Paul and Ann**)
Mr. Yurkiewicz reported that the Facebook page has a slow but steady increase in followers.
- Strategic Plan progress/review (**Jeff**)
No update.

Other Business

The next meeting will be April 11, 2022 at City Hall.

Meeting adjourned at 10:00 a.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Liz Becher". The signature is written in a cursive, flowing style.

Liz Becher

Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
April 11, 2022

In attendance: Jeff Bond, Anthony Jacobsen, Carolyn Buff, John Lang, Paul Yurkiewicz, Robin Broumley, Bob King, Connie Hall, Pinky Ellis,

Absent: Maureen Lee, Erich Frankland

Staff: Liz Becher, Community Development Director
Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III

Guest:

Jeff Bond called the meeting to order at 8:35 a.m.

Approval of Minutes

Mr. Bond asked if everyone had read the minutes of the March 14, 2022, meeting and asked if there were any corrections. No corrections were noted.

Minutes from March 14, 2022, were approved unanimously.

New Business

- May is Historic Preservation Month.
 - Mr. Yurkiewicz is reaching out to Black Tooth Brewery to secure location.
 - Date for Event will be May 13th.
 - Preservation Month Poster with Event details will be put up at the end of April.
 - The photos that Jeff and Connie have will be used at the event.
 - Ms. Broumley and Mr. Bond are meeting with Visit Casper to see if the first run of Brochures will be ready by May 13th. Ms. Broumley is working on the current edits and presented cover mock ups.
 - Approach the library for a display to celebrate Historic Preservation Month with details regarding the event if possible.

Old Business

SHPO/CLG Grant Project (Jeff/Staff)

No Report

OYD Committee Update (Connie and John)

Mr. Lang gave an update. The OYD has a service opportunity planned in late May to fill the planters on Midway and West Yellowstone with flowers for the summer.

P&Z Commission

There are two subdivision cases for April.

Demolition Permits (Staff)

There was one demolition case this month.
711 E 11th St.

Sub-Committee reports

- **Ghost Signs (John and Connie)**
Ms. Hall was able to get pictures of the ghost sign at the Commissary Mall before it was totally demolished. Oil City news also sent out pictures of the ghost sign.
Mr. Lang will update the PowerPoint video presentation for May's event.
- **Brochures and Mobile App (Paul, Jeff, Ann and Robin)**
See notes above.
- **GIS map of historic properties and surveyed properties for website (Jeff and Anthony)**
Ms. Turner is working with Casper GIS to create a map that might replace the Google map on the website.
- **Field Visits/Tours (Robin and Connie)**
No Updates.
- **Social Media/Outreach/Education (Maureen, Paul and Ann)**
Mr. Yurkiewicz reported that the Facebook page has 181 followers.
- **Strategic Plan progress/review (Jeff)**
No update.

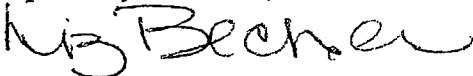
Other Business

Battle of Red Butte final report will be presented our next meeting.

The next meeting will be May 9th in the Downstairs Meeting Room at City Hall.

Meeting adjourned at 9:50 a.m.

Respectfully submitted,



Liz Becher
Community Development Director

CASPER HISTORIC PRESERVATION COMMISSION
MINUTES OF THE REGULAR MEETING
May 9, 2022

In attendance: Jeff Bond, Anthony Jacobsen, John Lang, Paul Yurkiewicz, Robin Broumley, Bob King, Connie Hall, Pinky Ellis,

Absent: Maureen Lee, Erich Frankland, Carolyn Buff

Staff: Liz Becher, Community Development Director
Craig Collins, City Planning Department
Kristie Turner, Administrative Assistant III

Guest:

Jeff Bond called the meeting to order at 8:31 a.m.

Approval of Minutes

Mr. Bond asked if everyone had read the minutes of the April 11, 2022, meeting and asked if there were any corrections. No corrections were noted.

Minutes from April 11, 2022, were approved unanimously.

Introduction of Guest

James Brown, Allan Fraser, and Bart Rea

New Business

- James Brown, Allan Fraser, Bart Rea presented their report “Locating the Custard Wagon Fight” on the Battle of Red Butte. A copy of the report will be available to the group.
- May is Historic Preservation Month
 - Meeting at Black Tooth Brewery @ 4pm on May 13, 2022.
 - Jeff will call to inquire if brochures will be ready.

Old Business

Due to length of presentation no other reports or updates were discussed.

SHPO/CLG Grant Project (Jeff/Staff)

No Report

OYD Committee Update (Connie and John)

No Report

P&Z Commission

No Report

Demolition Permits (Staff)

No Report

Sub-Committee reports

- Ghost Signs (**John and Connie**)
 - No Report
- Brochures and Mobile App (**Paul, Jeff, Ann and Robin**)
 - No Report
- GIS map of historic properties and surveyed properties for website (**Jeff and Anthony**)
 - No Report
- Field Visits/Tours (**Robin and Connie**)
 - No Report
- Social Media/Outreach/Education (**Maureen, Paul and Ann**)
 - No Report
- Strategic Plan progress/review (**Jeff**)
 - No Report

Other Business

The next meeting will be June 13th in the Downstairs Meeting Room at City Hall.

Meeting adjourned at 10:15 a.m.

Respectfully submitted,

Liz Becher
Community Development Director

HPC Training Log

11/3/21 – SHPO Lunch and Learn – National Register Basics

Craig
Kristie
Anthony

12/15/21 – SHPO Lunch and Learn – How to Write National Register Nomination

Craig
Kristie
Susan Frank
Connie Hall

Casper CLG Annual Report Federal FY22

NARRATIVE – November 2022

Description of major accomplishments during the fiscal year.

With the restrictions imposed by COVID over the last two years finally being lifted, the Commission was able to resume in person meetings and was able to continue to make excellent progress in the implementation of the goals of their 2019 Strategic Plan. Highlights follow:

- The Cultural Resource Study/Inventory of local African American historical assets that was started in FY21 was completed in FY22. This project came about as a direct result of the Strategic Planning process, and is listed in the document under Goal #1 (*Strengthen Protection and Preservation Efforts*). During the survey, 28 physical locations, and two (2) new sites were identified within Casper that are eligible for listing on the National Register of Historic Places. Although the project was limited in scope, it is important because it provides guidance for additional surveys and future property evaluations. A copy of the report was published to the City of Casper/Historic Preservation Commission website.
- The HPC hosted Rob Piotter. Mr. Piotter has been researching the old underground tunnels that were used to provide steam heat from Casper Electric Company to businesses and residences in the downtown area. Mr. Piotter described all the businesses that he knows of and has visited that were at one point connected to the tunnel system.
- The HPC hosted James Brown, Allan Fraser, and Bart Rea who presented their report “Locating the Custard Wagon Fight” on the Battle of Red Butte.
- The Commission added an interactive map of historic properties to the City of Casper/Historic Preservation Commission website. The map includes 56 properties and 3 districts, each with a brief description of the site’s history.
- HPC produced a Self-Guided Tour brochure that included three main topics:
 - The history of the Casper area and walking tour of downtown
 - A tour of monuments and markers
 - Information on and a tour of the Wolcott district
- The Commission continues to foster community partnerships (*also covered under Goal #1 of the Strategic Plan*) with other relevant bodies such as the Old Yellowstone District Advisory Committee, the Planning and Zoning Commission, and the City Council. HPC Commissioners attend meetings with the goal of interjecting historic context into the City’s redevelopment efforts in the 100-plus acre historic core/downtown. Liaisons from

both the Planning and Zoning Commission and the City Council regularly attend HPC meetings as a tangible way to horizontally integrate preservation efforts. Building relationships and fostering communication with other boards and commissions is an essential objective of the Commission, as supported in the Strategic Plan.

- The Commission continues to grow its online presence through social media. Although not the only tool in the citizen outreach “toolkit,” social media has become the most prolific method of interacting with the public, providing education, and fostering interest in historic preservation.
- To celebrate National Historic Preservation Month, the Casper Historic Preservation Commission hosted an Open House at Black Tooth Brewing. Black Tooth is noted for being the very first business of The Nolan, a “mixed-use development in downtown Casper’s historic Yellowstone District.” The entire community was invited to “drop in and join us to celebrate Casper’s rich history,” with representatives from many of Casper’s community organizations being in attendance to share their organization’s focus, passions, and projects.

RESOLUTION NO. 22-222

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE
CASPER HISTORIC PRESERVATION COMMISSION
ANNUAL REPORT

WHEREAS, the Wyoming State Historic Preservation Office requires all Historic Preservation Commissions and their Certified Local Governments to submit an annual report; and,

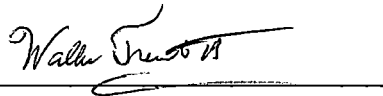
WHEREAS, the Wyoming State Historic Preservation Office requires that the Mayor of a Historic Preservation Commission's Certified Local Government sign the annual report before December 31st every year; and,

WHEREAS, the required annual report communicates the accomplishments, the makeup/membership, training completed, meeting minutes, resources, and public outreach of the Casper Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized, and directed to sign the Certified Local Government Annual Report for Fiscal Year 2022.

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 9, 2022

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director 
Zulima Lopez, Parks, Recreation, and Public Facilities Director
Alex Sveda, P.E., City Engineer
Brad Murphy, Ford Wyoming Center General Manager
Andrew Colling, Engineering Tech

SUBJECT: Authorizing a Contract for Professional Services with Equalized Productions, LLC, in the amount of \$277,295.24 for the Ford Wyoming Center Sound System Replacement, Project No. 22-052.

Meeting Type & Date:

Regular Council Meeting
December 20, 2022

Recommendation:

That Council, by resolution, authorize a Contract for Professional Services with Equalized Productions, LLC, in the amount of \$277,295.24, for the Ford Wyoming Center Sound System Replacement, Project No. 22-052.

Summary:

The Ford Wyoming Center Sound System Replacement project includes the design, furnishing, and installation of a sound system to include new speakers, amplifiers, and processor at the Ford Wyoming Center. A Request for Proposals (RFP) was issued on August 23, 2022 to furnish design and construction services for the audio system replacement. The City received four (4) proposals from interested consultants. A selection committee consisting of City Staff and Oak View Group (OVG360) Staff reviewed the proposals and interviewed two (2) of the firms. The selection committee chose Equalized Productions, LLC, based on their interview, team qualifications, design plan, and cost proposal. Equalized Productions fee for design and construction services is \$277,295.24.

Design services for the project include meeting with the City of Casper Staff and OVG360 personnel to determine the best layout and configuration to meet the needs of the sound system. Construction services include furnishing and installing the system and providing owner training on the system operation.

The completion date for the project is May 15, 2023.

Equalized Productions, LLC
Ford Wyoming Center Sound System Replacement
Project No. 22-052

Financial Considerations:

Funding for this project will consist of \$54,520 from the One Cent #16 funds, with the remaining balance coming from OVG360 Capital Improvement contributions.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of December 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. Equalized Productions, LLC, 5529 Gray Street, Arvada, Colorado 80002 (“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 replace the sound system at the Ford Wyoming Center.

B. The project requires professional services for the design and installation of the sound system.

C. The Contractor 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 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:

Contractor shall design, furnish, and install a complete sound system for the Ford Wyoming Center as detailed in their proposal, dated December 5, 2022, attached as Exhibit ‘A’, and made part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 15th day of May, 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Two Hundred Seventy-Seven Thousand Two Hundred Ninety-Five and 24/100 Dollars (\$277,295.24).

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



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
Equalized Productions, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books,

documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal

governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Contractor shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.
 4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Contractor agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

12. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b)

whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Contractor shall perform all of the services for the compensation set forth in this Contract. Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

EQUALIZED

PRODUCTIONS

5529 Gray Street
Arvada, CO 80002
720.639.6571
www.equalizedproductions.com

Proposal for Sound System Upgrades

Prepared for:
City of Casper
Project BID #22-052

Ford Wyoming Center



Revision 02 – 12/05/2022



5529 Gray Street
Arvada, CO 80002
720.639.6571
www.equalizedproductions.com

**Proposal Table of Contents –
Response to Project BID #22-052**

- **Total costs and Options summarized**
 - Arena Upgrade Design
 - Labor rate for service calls

- **About Equalized Productions**
 - Our staff
 - Project executive bios
 - Vision and Mission
 - Qualifications / recent projects
 - References

- **Detailed proposal (scope of work) for Upgrade Recommendations**
 - System Design Concept
 - Scope of Work
 - Inclusions
 - Exclusions
 - Customer Provisions
 - Payment Structure
 - Proposed Project Timeline
 - Contract Details
 - Warranty Details and Disclaimer
 - Customer Provided Equipment Disclaimer
 - Quote # 2313 – JBL Arena Audio Upgrade

- **Equipment Specification Sheets as Available**



5529 Gray Street
Arvada, CO 80002
720.639.6571
www.equalizedproductions.com

Dear City of Casper & Ford Wyoming Center,

Thank you for the opportunity to provide you with a proposal and recommendations for upgrades to your existing sound system at the Ford Wyoming Center. We were delighted to meet you and your team and thank you for your time and consideration. We would like to take a moment to tell you about our company.

Equalized Productions was established in 1999 with the drive, passion, and vision to offer clients completely custom one stop services for their venue and entertainment needs. We offer an array of services all customizable for every customer's needs. Equalized Productions staffs only the most experienced personnel who are trained annually with our continuously changing industry. Our staff has backgrounds in event management, production, planning, design, engineering, systems integration and more. We utilize the latest versions of Auto CAD to communicate ideas, plans, coordination, and designs with our clients, customers, and contractors. Equalized Productions also offers competitive pricing with our labor rates and unbeatable post installation support, training, and warranties. We work with most distributors and manufacturers to offer more competitive pricing with equipment and materials. Our team finds the right fit for your needs through a vast verity of products and services we trust.

Our goal is to design and install a system that fits your needs demands, and expectations while providing unparalleled post-installation training and support to ensure we give you all the tools necessary to use your new system fully, and effectively with confidence knowing you have made the right choice partnering with us to bring you to success with your students.

Equalized Productions is an LLC company licensed in the state of Colorado. We provide continual support and services for Schools, Churches, and other facilities across the United States. Our specialty is our partnership and commitment to continue to be a resource for you far beyond the scope of this proposal.

Please see the attached personalized Proposal, Quote, and Equipment specifications demonstrating our recommended installation package for your business.

Should you have any questions, please feel free to contact me at any time. Thank you for your time and we look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Kistler", written over a horizontal line.

Signer ID: BL6YYYYNB17...

Dave Kistler

President

Equalized Productions, LLC

(720) 639-6571

dkistler@equalizedproductions.com



5529 Gray Street
Arvada, CO 80002
720.639.6571
www.equalizedproductions.com

Our Personnel from Equalized Productions –

- **Dave Kistler – President** – 20 years in industry
- **Chris Malmgren – Operations Manager** – 15 years in industry
- **Sam Weddle – Project Manager & Installer** – 5 years in industry
- **Jared Koopman – Project Manager & Installer** – 7 years in industry
- **Hunter Bowes – Master Installer & Journeyman Electrician** – 7 years in industry
- **Dan Ohman – Systems Integration support** – 15 years in industry
- **Mike Samaras – IT systems Support** – 10 years in industry
- **Liz Heywood – CEO, Accounting, and Marketing** – 10 years in industry

About your on-site project executives and system engineers:

Dave Kistler:

Dave has been in the industry since 1994 providing solutions and services for theater and entertainment systems, communications, live production, and low voltage systems for both residential and commercial markets. Dave's love for the industry drives his passion to provide every customer with an unforgettable experience. "It's not just about getting the equipment and using it; it's about knowing you have someone to stand beside you and the overall product from beginning to end and through training. That's what we do." Dave will manage the installation, programming, and training for your project.

Bachelor of Arts - Design and Technology SME, EET - University of Northern Colorado
Bachelor of Science - Business Management - University of Phoenix
OSHA 10 and 30 Hour Certified
AutoCAD Level 1,2,3 Certified
Symetrix Partner Certified
Member - Thespian Troupe 4126

Chris Malmgren:

Chris Malmgren has worked in almost every facet of pro audio since his introduction to the industry in 2007. He began his career in the touring industry where he quickly established a foundation of technical and practical knowledge. Later, he moved over to the manufacturing sector and learned the ins and outs of developing and supporting equipment for users of all experience levels. Currently, he lends his experience and passion to the installation arena where he works with people and helps them realize the potential of their space to maximize performance capabilities. Chris's love for all things technical paired with his desire to understand the needs of the user empower him to create an AV system that is perfectly matched for each client and project.

Certificate of Recording Technologies - Citrus College - 2007
d&b GSL, J-Series, V-Series, Y-Series, T-Series Certified
Yamaha Rivage System Design, Commissioning, & Operation Certified
AFMG EASE Level 1 & 2 Certified
Audinate Dante Level 3 Certified



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Chris Continued;

Symetrix Level. 1 Certified
 QSC Q-Sys Level 1 Certified
 Adamson E-Series Certified
 Nexo STM, NS1, NemoMac Certified

Our Vision –

To be the preferred entertainment and technology installation and service provider while maintaining highest quality installations, competitive prices, and complete customer satisfaction. We stand by our services with ultimate beginning to finish experience.

Our Mission –

To have the best, highly qualified team working together to create the ultimate and experience for any customer no matter what.

Core Values –

Relationships	Accountability
Results	Opportunities

QUALIFICATIONS:

Recent Commercial Installation and Support Projects (Audio, Video, and Lighting):

- | | |
|---|--------------------------------|
| • City of Craig Moffat County Fairgrounds Arena | |
| • Shea Stadium | Douglas County School District |
| • Ponderosa High School | Douglas County School District |
| • Douglas County High School | Douglas County School District |
| • Cantril Building | Douglas County School District |
| • Legend High School | Douglas County School District |
| • Highlands Ranch High School | Douglas County School District |
| • Montessori DCS School | Douglas County School District |
| • Rock Canyon High School | Douglas County School District |
| • Professional Learning and Conference CTR | Aurora School District |
| • Hinkley High School | Aurora School District |
| • Central High School | Aurora School District |
| • Aurora Frontier PK8 | Aurora School District |
| • Gateway High School | Aurora School District |
| • Vista Peak High School | Aurora School District |
| • Rangeview High School | Aurora School District |
| • Arapahoe High School | Littleton Public Schools |
| • West Middle School | Cherry Creek School District |
| • Platte Valley Middle | Platte Valley Schools |
| • St. Anne’s Episcopal | Private School in Denver |
| • Oklahoma Panhandle State University | |
| • Denver Art Museum | |
| • Holy Cross Lutheran Church Wheatridge | |
| • Boulder Valley Unitarian Universalist Church | |



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- Atonement Lutheran Church
- St Paul United Methodist Church
- Village Community Church
- Arvada Presbyterian Church
- Genesis Community Church
- St. Andrew United Methodist Church
- St. John's Lutheran Church
- St. Timothy's Episcopal Church
- Littleton United Methodist Church
- Faith Bible Church – Sharpsburg, GA
- Southside Bible Church
- Old Town Museum
- Burlington City Center
- Poudre Valley Libraries
- City of Sheridan Municipal and Courtrooms

Recent Live Production Support:

- CCMC Candelas, Layden Rock, Back Country, Anthem Ranch, and Anthem Highlands community concerts
- Stanley Market Place summer concert series – Aurora, CO
- Hinkley High School – All theatrical production sound support
- Grass Roots Festival – Joe's, CO
- Kit Carson County Fair – Burlington, CO
- Wray Dayz – Wray, CO
- Wray On The Rocks – Wray, CO
- Village Community Church – Arvada, CO
- Genesis Community Church – Thornton, CO
- Lamar Street Station Food Bank Concert series – Arvada, CO
- Western Welcome Week – Littleton, CO

Commercial Installed Services:

Commercial Spaces range from a small office to a corporate boardroom. From House of Worship and Church Facilities to University lecture halls to schools and restaurants. Each of these spaces have their own set of technologies that transform the environment. At Equalized Productions, we understand the needs of these different environments to create a space that is more entertaining, informative, secure, comfortable, easy to operate and safe.

We help create a company environment and culture that is productive through customized integration and cutting-edge technology. We understand that your space is critical for not only your internal use, but also for the community for event rentals. We cater your systems around your budget and the best available solutions ensuring the systems work for your needs, your available resources, and for potential customers who may use your facilities. Along with proven audio, video, and lighting solutions, we also specialize in wireless visual collaboration systems that support unlimited users and endless content from any device.

Our team is driven by a desire for excellence and your ultimate satisfaction. We offer systems and features at all levels, from intimate meeting spaces to auditoriums. Our approach to system design and the clients we serve is unique. We make sure that each part of the overall design meets our criteria for performance and integrity. We tailor each feature to our



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client's needs while ensuring ultimate performance. This allows us to offer a system that is truly reliable, easy to use and excels in all performance parameters.

Live Event Services:

Our production team thrives on challenges, and we have learned that communication, flexibility and building relationships is the key to any event or production. Corporate events involve many players. Clients, caterers, venues, florists, and artists are all part of the puzzle. It is our job to effectively communicate and collaborate with all the players involved to ensure the success of the event.

We Plan, Implement and Oversee Event Technology:

- Live sound reinforcement for any event, festival, or concerts
- Staging solutions
- Production Services
- Corporate Theater
- Live event management
- Rentals
- Production services
- Event consulting
- Shareholder meetings
- Employee meetings, training & motivational seminars

Project and Professional References:

Jamie Allen
Douglas County School District
720-641-5982

Brad Duren
Oklahoma Panhandle State University
580-349-1498

Becky Fossom
Aurora Public School District
720-350-1763

David Meade
Faith Bible Church – Sharpsburg, GA
770-826-0729

Jeff Korsen
Genesis Community Church
720-878-8899

Derek Barton
PRCA Rodeo Music Director
307-331-3775

George Coates
Arvada Presbyterian Church
303-870-5531

Kiko Jeantette
The Village Community Church
720-530-6192

Lana Bandbury
St Andrew United Methodist Church
303-794-2683 x153

12/05/2022

Proposal For / Response to BID #22-052:

This proposal contains the necessary equipment, materials, labor, and agreements between Equalized Productions, LLC and the City of Casper and Wyoming Ford Center to conduct full sound system upgrades for the Ford Wyoming Center main Arena as follows:

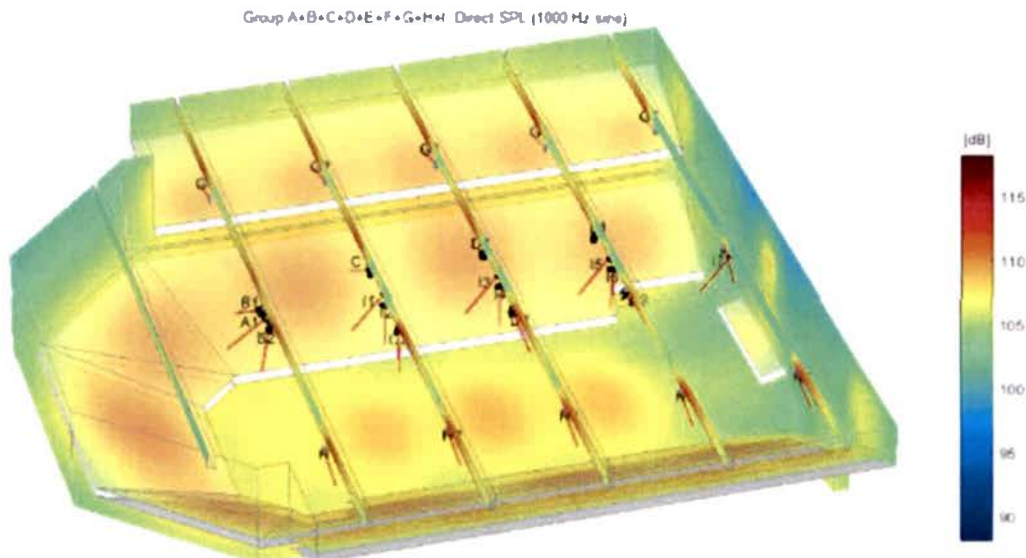
- Quote #2313 –

JBL Arena Sound System Upgrade: Our goal designing this new sound system for the Ford Wyoming Center was to meet the needs of the many different uses of the space giving your team the ability to easily adjust the system for the type of event scheduled for the day.

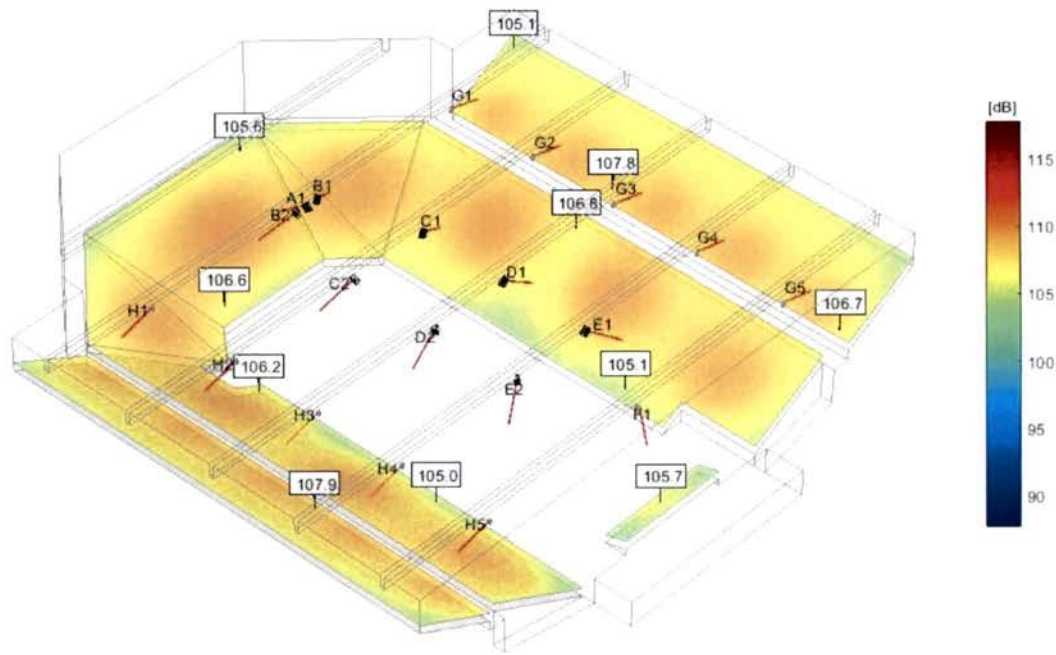
A Symmetrix Radius digital signal processor will route audio to all the different zone and concourses around the arena. With a custom designed touch screen interface, any system operator will be able to adjust and mute any desired speaker zone in the arena with ease to meet the needs of the event. Additional inputs for guest mixing consoles and outputs for recording or press feeds will be installed on the desk as well. The Symmetrix Radius is scalable for future expansion and modifications to the system depending on desired needs.

To meet the needs of the arena to have a speaker system that is intelligible, powerful, and accomplishes the needs of the venues daily sound system use, we have chosen to use JBL Professional speakers throughout the arena to ensure consistence coverage and sound quality. The lower bowl of the arena includes nine large format speakers creating a seamless transition between the zones. The upper bowl and balcony include an additional eleven speakers to ensure intelligibility and a consistence experience for all listeners. The arena floor is covered by an additional six speakers that will evenly fill the floor for any type of event required. To fill in below the balcony we have added six small format speakers for even coverage. For your larger events to ensure your system is truly full range we have included four dual-18 inch subwoofer enclosures to fill in the low end without hurting the clarity of the system.

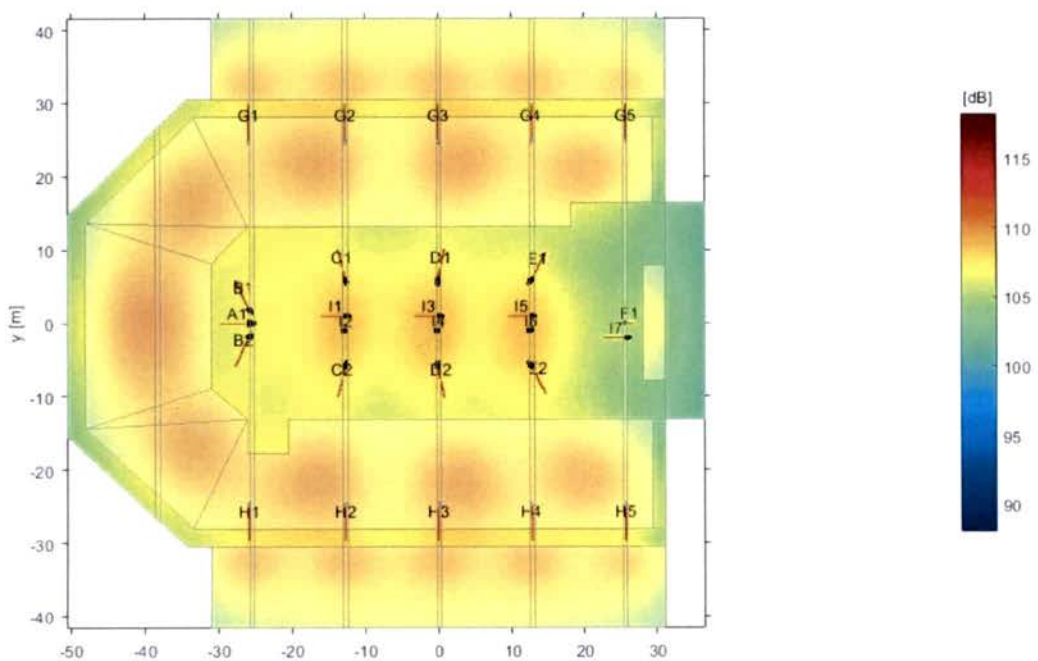
Below is a plot of the coverage in the vocal range illustrating have even the coverage is throughout the arena.



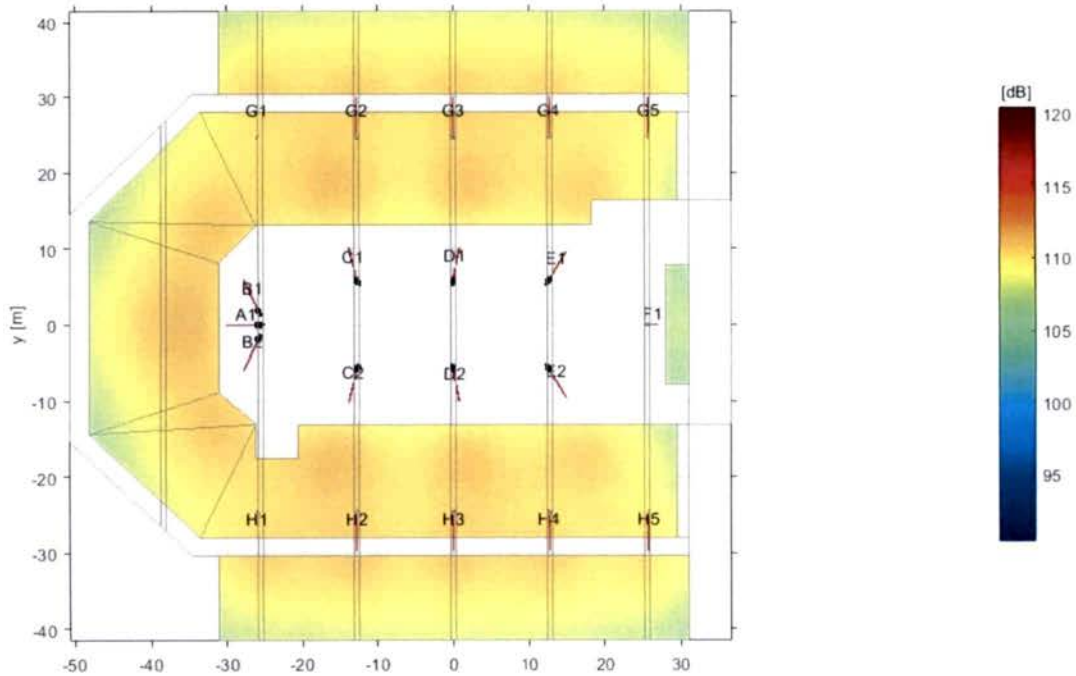
[Select loudspeakers for summation...]
 Group A+B+C+D+E+F+G+H Direct SPL (1000 Hz sine)



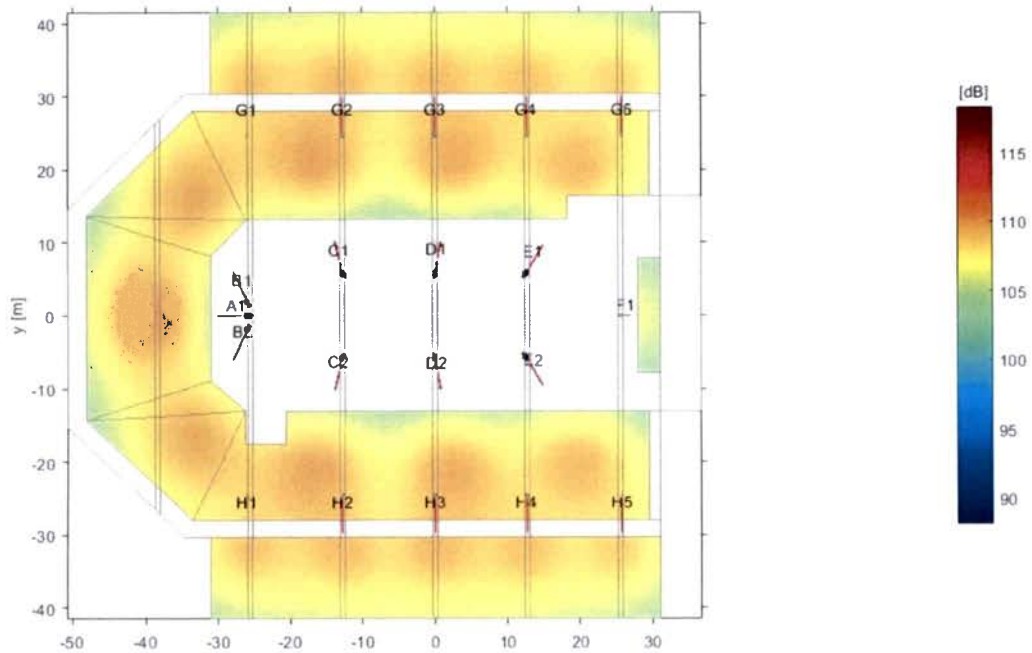
Group A+B+C+D+E+F+G+H+I Direct SPL (1000 Hz sine)



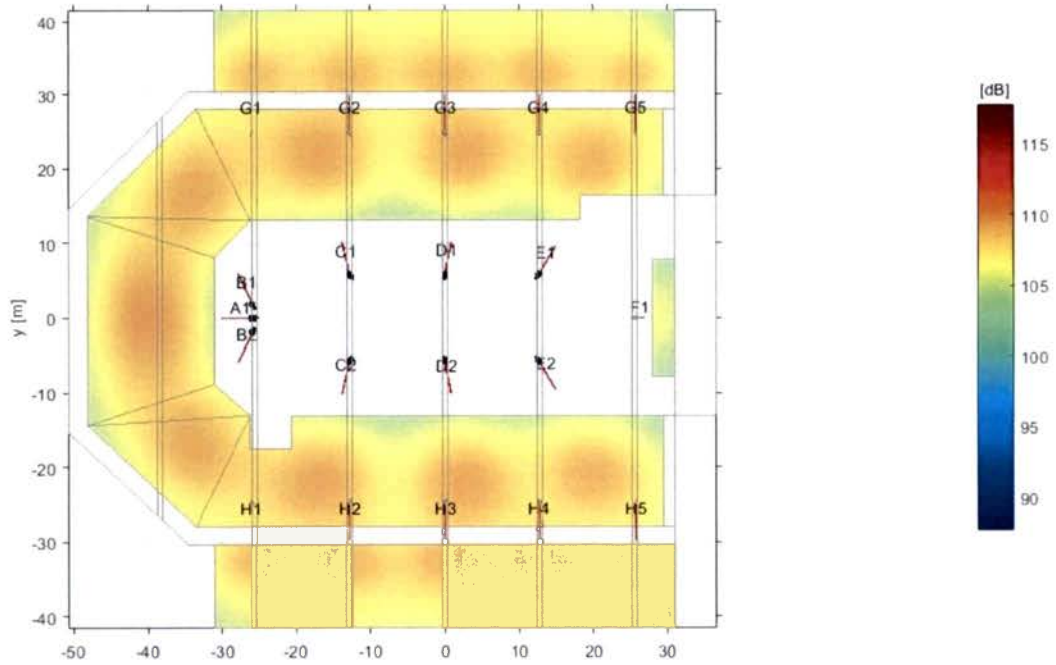
Group A+B+C+D+E+F+G+H Direct SPL (500 Hz sine)



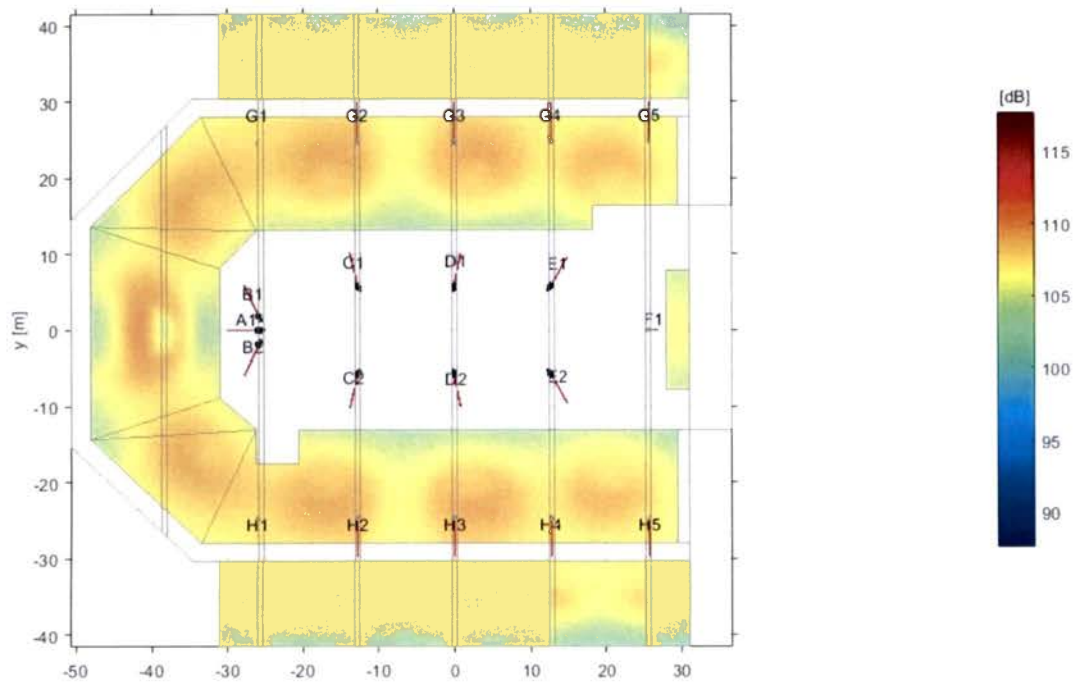
Group A+B+C+D+E+F+G+H Direct SPL (800 Hz sine)

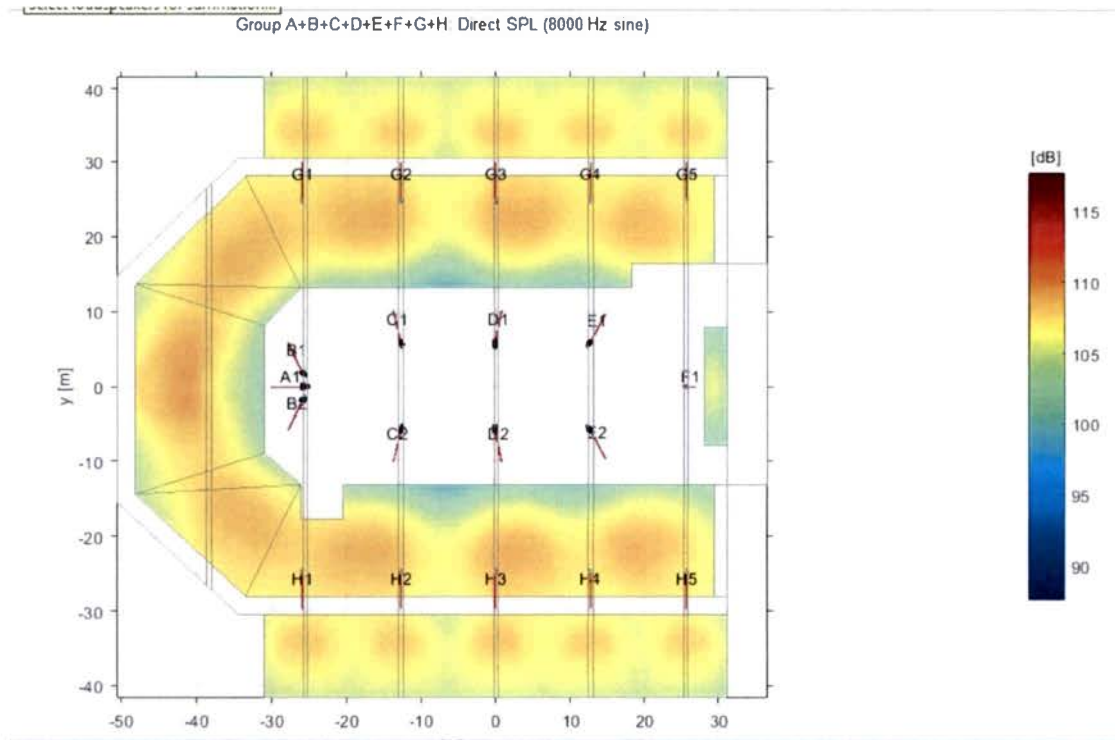


Group A+B+C+D+E+F+G+H Direct SPL (1000 Hz sine)



Group A+B+C+D+E+F+G+H Direct SPL (2000 Hz sine)





Powersoft amplifiers have been selected to power all speakers for their excellence in sound quality, high power efficiency, and our own experience with their reliability in the field. These amplifiers have built in protection for the speakers to ensure the system is not overdriven and can provide feedback to the operators if a fault on the system occurs.

We are very confident that this distributed style of system will meet and exceed the daily needs of the arena with its flexibility, expandability, and ultimately the reliability and high intelligibility of all components in the system.

Scope of Work:

1. Clean, inspect, and test all existing equipment, components, and cabling that will be reused (if any)
2. Remove all existing equipment that will not be reused
3. Installation and services per attached quotes are approved
 - a. Quote #2313
4. Testing and tuning and commissioning
5. Training and system support
6. Two-year installation warranty

Inclusions: (Equalized Provides):

1. All equipment in association with attached equipment lists
2. Connectors and installation accessories associated with the attached equipment lists
3. All labor associated with this installation
4. Possible use of sub-contractors and independent contractors if needed at our discretion
5. All tools needed to conduct the installation



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6. General liability, umbrella, inland marine, and auto insurance
7. Workmen's Comp
8. Training and two-year installation warranty

Exclusions: (Equalized does NOT Provide):

1. Structural, electrical, or architectural engineering reports or certifications
2. Any touchup or modifications to sheetrock or painting necessary pre-or post-installation
3. Any Sheetrock repairs due to construction defects or damaged wire and cabling
4. Any other wiring modifications or wiring additions not specified herein unless complimented by an approved change order agreement between Equalized Productions, LLC and you (the customer)
5. Any equipment location additions or modifications and / or other packages unless complemented by an approved CCD (cost change directive) or Change order
6. Any additional equipment, furniture, or materials not listed in this proposal
7. Support for equipment or system peripherals provided by the customer
8. Associated cooling systems unless specifically outlined in this proposal
9. Cable or satellite TV services, activations, modifications, or cable boxes
10. Internet services, activations, modifications, switches, QoS, additional PoEs, or modems
11. Warranty or liability for any customer provided equipment
12. Local permits
13. Local taxes
14. Bonding (unless otherwise negotiated per any requirements – additional costs may apply)
15. Additional travel expenses incurred due to scheduling conflicts, delays, or changes

Customer Provides:

1. Full access to facility during installation
2. Access to restrooms during installation
3. All equipment to be reused
4. All cabling and installation of cabling needed

Complete Cost of Installations:

See Estimates Attached

Payment Structure:

The payment structure for the installation will be as follows based on provided schedule of values demonstrating progress made *(Not reflecting any extra options or changes)*:

1. 50% initial down payment of each accepted quote due upon acceptance
2. Progress billings as needed based on milestone completions
3. Remaining balance due upon completion

Proposed Project Timeline:

Equalized Productions, LLC anticipates the project installation to take three weeks to complete. During the duration of the project, the existing sound system will be decommissioned while the new system is installed. During the duration of the project, the sound



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system will not be operational until completed and commissioned. During the duration of the installation, we will need uninterrupted access to the entire space.

- Week #1 – removal of existing equipment and testing of cabling and components to be reused
- Week #2 – Installation of new speaker system
- Week #3 – Testing, tuning, programming, and commissioning. Training

Should we need to accommodate a different schedule or timeline, we would be happy to discuss to ensure we deploy an installation plan that best suites the needs of your team and the facility.

Contract Details:

WARRANTY AND LIMITATIONS:

All installation design and concepts are represented on this contract and are exclusive property of Equalized Productions, LLC. Please feel free to contact us with any questions regarding this contract at any time by calling 720-639-6571. To the maximum extent permitted by law, Equalized Productions, LLC's liability is limited to its warranty. **The Company provides a 2-year installation warranty terms on any wiring and connections made by exclusively by Equalized Productions, LLC, subject to the limitation set forth below. All equipment warranties will remain through the standard manufacturer's warranties provided with the equipment.**

Warranty does not become effective until and undisputed contract amounts, including all change orders, are paid-in-full. The Company's warranty shall be against any and all defects in labor only. Any warranty provided by Equalized Productions, LLC will immediately terminate upon misuse or wiring modifications made by you or any company other than Equalized Productions, LLC. The Company reserves the right to terminate a warranty and charge time and materials for repairs that were caused by neglect or misuse. Equalized Productions, LLC reserves the right to revoke, rescind, or void any warranty for labor, material, manufacture, workmanship, etc., if the Customer is in material breach.

RETURNS AND REFUNDS. Because each contract is specifically designed for each particular customer, we do not accept any returns on equipment or services. All sales are final. At our discretion, we may choose to assist a customer in replacing a piece of equipment that is covered by manufacturer's warranty, however any labor costs associated with such replacement will not be covered and will be charged at our standard hourly rate.

FREE ACCESS TO WORKSITE. Customer will be available to allow access to the worksite on the scheduled days. Customer will allow free access to work areas for workers and vehicles and will allow areas for the storage of equipment and materials. Driveways and parking lots will be kept clear for the movement of vehicles during work hours. Equalized Productions, LLC will make reasonable efforts to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards. Customer will make one bathroom available for use to Company's employees during installation.

UTILITIES. Customer shall permit Equalized Productions, LLC to use, at no cost, any electrical power and or internet access necessary to carry out and complete the work.

WAIVER. The failure of Equalized Productions, LLC to enforce any provision of this contract shall not be construed as a waiver or limitation of its right to subsequently enforce and compel strict compliance with every provision of this contract.

INVALIDITY. If any provision of this contract is invalid under applicable law, it is to that extent deemed omitted. The remainder of this contract shall be enforceable to the maximum extent possible.

COUNTERPARTS. This contract may be executed in more than one counterpart and by different people on separate counterparts which together constitute the contract.



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12/05/2022

Thank you for your time in and for considering this proposal. We look forward to working with you.

Equalized Productions, LLC will gladly accept checks or certified fund and does not accept cash or credit cards. A \$35.00 fee will be applied for returned checks plus any equipment holding fees due to scheduling conflicts (10% of equipment value in storage per month equipment is stored). Equipment will not be delivered until the initial payment has been processed. Final payment will be immediately due upon completion of training and the installation unless special arrangements have been made in writing between you (the customer) and Equalized Productions, LLC

ATTACHMENTS: *Quote #2313 – 12/05/2022*
 Equipment Specification Sheets

Sincerely,

Signer ID: BL6YYYNBI7...

Dave Kistler
President
Equalized Productions, LLC
(720) 639-6571 - Office
(303) 358-2731 - Cell
dkistler@equalizedproductions.com

City of Casper & Ford Wyoming Center – Sound System Upgrades

This proposal is valid until 12/31/2022

Once signed, this document will become the working contract for installation.

Customer Name _____

_____ Date

CUSTOMER ACCEPTS THE FOLLOWING QUOTES:

Check box(es) of quotes you are approving
Response to BID #22-052

Quote #2313 – 12/05/2022

By signing, you hereby agree to all terms, conditions, disclaimers, and liability statements stated on this document making this document contractually bound. Anything not expressly stated in this contract shall not be included.

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 dkistler@equalizedproductions.com



Estimate

ADDRESS
 Ford Wyoming Center
 1 Events Dr
 Casper, WY 82601 USA

SHIP TO
 Wyoming Ford Center
 1 Events Dr
 Casper, WY 82601 USA

ESTIMATE # 2313
DATE 12/05/2022
EXPIRATION DATE 12/31/2022

PROJECT
 JBL Arena Audio Upgrade V2

ACTIVITY	QTY	RATE	AMOUNT
CONTROL & SYSTEM PROCESSING			
DSP:Symetrix Radius NX 12x8 12 in, 8 out DSP, configurable USB audio, I/O expansion card slot, 64x64 redundant Dante	1	3,109.00	3,109.00
DSP - Symetrix:Symetrix - xOut 12 Dante I/O Endpoint, 12 line out, 12x0 Dante, 1 RU	1	2,169.00	2,169.00
DSP - Symetrix:Symetrix - xIO Stage 4x4 Dante I/O Endpoint, 4 mic/line in, 4 line out, 4x4 Dante, PoE, 8"x8"x4" NEMA	1	1,731.00	1,731.00
DSP:Symetrix ARC-K1e - Black Rotary encoder wall panel controller, modular Decora form factor	1	270.00	270.00
DSP - Symetrix:Symetrix T-10 Glass 10" full-glass touchscreen for control of Symetrix systems	1	2,743.00	2,743.00
DSP - Symetrix:Symetrix - T-10 Glass Tabletop Stand Table Mount for the T-10 Glass	1	181.00	181.00
Network Switchers:Luxull AMS 1816P AV Series 18-Port Gigabit PoE PlusL2/L3 Managed Switch with US Power Cord	1	1,100.00	1,100.00
			Subtotal: 11,303.00
LOWER BOWL SPEAKERS & AMPLIFICATION			
Speakers - JBL:JBL - PD6322/66 Precision Directivity Series High Output Three-Way FULL-RANGE Loudspeaker with 12" LF, 8" MF and 60 x 60 Coverage Pattern. Two 300 mm (12 in.) VGCT™ Vented Gap Cooled 2206H Woofers in a Slot Loaded LF, 200 mm (8 in) CMCD™ Cone Midrange Compression Driver and Large Format 2431H Neodymium HF Driver. 41 Hz to 17 kHz Frequency Range. 991 x 673 x 706 mm. (39 x 26.5 x 27.8 in), 77 kg (170 lbs).	8	5,650.34	45,202.72
Speakers - JBL:JBL - PD6322/95 Precision Directivity Series High Output Three-Way FULL-RANGE Loudspeaker with 12" LF, 8" MF and 90 x 50 Coverage Pattern. Two 300	1	5,650.34	5,650.34

ACTIVITY	QTY	RATE	AMOUNT
mm (12 in.) VGC™ Vented Gap Cooled 2206H Woofers in a Slot Loaded LF, 200 mm (8 in) CMCD™ Cone Midrange Compression Driver and Large Format 2431H Neodymium HF Driver. 41 Hz to 17 kHz Frequency Range. 991 x 673 x 706 mm. (39 x 26.5 x 27.8 in), 77 kg (170 lbs).			
Amplifier - Powersoft 2022:Powersoft - Quattrocanali 8804 DSP 4 Channel 6000 Watt flexible amplifier w/DSP	2	4,913.00	9,826.00
Amplifier - Powersoft 2022:Powersoft - Duecanali 4804 3000W/2 Channel Amplifier w/DSP	1	3,535.00	3,535.00
Amplifier - Powersoft 2022:Powersoft QUATTROCANALI 2404 DSP 2400W/4-channel Flexible Amplifier with DSP	3	3,122.00	9,366.00
			Subtotal: 73,580.06
UPPER BOWL SPEAKERS & AMPLIFIERS			
Speakers - JBL:JBL - AM5212/66 Application Engineered Series Medium Power 12" 2-Way Full-Range Loudspeaker System with JBL Differential Drive® 50.8 mm (2-in) dual voice coil and dual magnetic gap 262H low frequency driver and 2408H-1 high-frequency 38mm (1.5 in) exit, 38mm (1.5 in) voice-coil compression driver. 60 x 60 rotatable Progressive Transition™ waveguide, Bi-Amp/Passive Switchable. Available in Black or White (-WH). Priced as each. Suspension eyebolts not included. Optional U-bracket model MTU-3.	10	1,985.00	19,850.00
Speakers - JBL:JBL - MTU-3 U-Bracket For Models AM7212/xx and AM5212/xx.	10	239.00	2,390.00
Amplifier - Powersoft 2022:Powersoft QUATTROCANALI 4804 DSP 4800W/4-channel Flexible Amplifier with DSP	2.50	4,068.00	10,170.00
			Subtotal: 32,410.00
BALCONY & UNDER BALCONY SPEAKERS & AMPLIFIERS			
Speakers - JBL:JBL - AM5212/26 Application Engineered Series Medium Power 12" 2-Way Full-Range Loudspeaker System with JBL Differential Drive® 50.8 mm (2-in) dual voice coil and dual magnetic gap 262H low frequency driver and 2408H-1 high-frequency 38mm (1.5 in) exit, 38mm (1.5 in) voice-coil compression driver. 120 x 60 rotatable Progressive Transition™ waveguide, Bi-Amp/Passive Switchable. Available in Black or White (-WH). Priced as each. Suspension eyebolts not included. Optional U-bracket model MTU-3.	1	2,255.43	2,255.43
Speakers - JBL:JBL - MTU-3 U-Bracket For Models AM7212/xx and AM5212/xx.	1	239.00	239.00
Speakers - JBL:JBL - AWC82-BK Compact AW Series 8" 2-Way All-Weather Compact Co-axial Loudspeaker. 120 x 120 broadband control, co-ax driver with 200 mm (8 in) Kevlar-reinforced woofer and 25 mm (1 in) compression driver with high-temp polymer diaphragm. Excellent clarity	6	485.00	2,910.00

ACTIVITY	QTY	RATE	AMOUNT
with extended frequency response. 250 Watt power handling (1000 Watt peaks), 80 Hz - 20 kHz frequency range, overload HF protection, 200 Watt 70V/100V multi-tap or direct 8? low-impedance. U-Bracket included. Gray or black (-BK), paintable. Sold and packed as each.			
Amplifier - Powersoft 2022:Powersoft QUATTROCANALI 4804 DSP 4800W/4-channel Flexible Amplifier with DSP	0.50	4,068.00	2,034.00
			Subtotal: 7,438.43
ARENA FLOOR FILL			
Speakers - JBL:JBL - AM5212/66 Application Engineered Series Medium Power 12" 2-Way Full-Range Loudspeaker System with JBL Differential Drive® 50.8 mm (2-in) dual voice coil and dual magnetic gap 262H low frequency driver and 2408H-1 high-frequency 38mm (1.5 in) exit, 38mm (1.5 in) voice-coil compression driver. 60 x 60 rotatable Progressive Transition™ waveguide, Bi-Amp/Passive Switchable. Available in Black or White (-WH). Priced as each. Suspension eyebolts not included. Optional U-bracket model MTU-3.	6	1,985.00	11,910.00
Speakers - JBL:JBL - MTU-3 U-Bracket For Models AM7212/xx and AM5212/xx.	6	239.00	1,434.00
Amplifier - Powersoft 2022:Powersoft QUATTROCANALI 4804 DSP 4800W/4-channel Flexible Amplifier with DSP	2	4,068.00	8,136.00
			Subtotal: 21,480.00
SUBWOOFERS & AMPLIFICATION			
Speakers - JBL:JBL - ASB6128 Subwoofer High Power Dual 18" Subwoofer. 2 x 18" 2242H VGC™ Driver, Parallel/Discrete Switchable. Suspension Eyebolts Not Included.	4	3,989.00	15,956.00
Amplifier - Powersoft 2022:Powersoft - Quattrocanali 8804 DSP 4 Channel 6000 Watt flexible amplifier w/DSP	1	4,913.00	4,913.00
			Subtotal: 20,869.00
CONTROL BOOTH MONITORS			
Speakers - JBL:JBL Control 29AV-1 High Output Indoor/Outdoor Monitor Speaker. 150W Pink Noise, 300W Program. 70V/100V Taps plus 8 ohm	2	465.00	930.00
Speakers - JBL:JBL - MTC-29UB U-Bracket for Control 29AV.	2	97.95	195.90
			Subtotal: 1,125.90
RACKS & POWER SEQUENCING			
Power Sequencers - Furman:Furman Pro ASD-120 2.0 6 Circuit Sequencing Power Distribution, (6) 20A 120V circuits, 240V or 3-Phase 208V input	2	1,204.95	2,409.90
Power Sequencers - Furman:Furman RS-2 Furman Keyed Remote Start Switch	1	79.95	79.95
Racks - Lowell:Lowell - LGNR-4036-LRD	3	1,213.00	3,639.00

ACTIVITY	QTY	RATE	AMOUNT
40U x 36"D Gangable rack with 22" standard broadcast width and adjustable rails is fully welded 16-gauge steel with 14-gauge base, reinforced at all load-bearing junctions.			
Power Distribution - Middle Atlantic:Middle Atlantic - PDT-1015C-NS Power Strip	3	220.00	660.00
Vertical Power Strip, 10 Outlet, 15A, 9 foot cord			
			Subtotal: 6,788.85
LABOR & MATERIAL			
Rentals:EQUIPMENT RENTAL	2	5,400.00	10,800.00
2 x 60' Boom Lift Rental & Delivery			
Services	1	18,000.00	18,000.00
Electrical and conduit modification required for Installation			
Material	1	22,000.00	22,000.00
All cable, hardware, rigging, cable management required for installation.			
Labor	1	33,500.00	33,500.00
Removal, Installation, commissioning, programming, and administrative labor.			
Trip Charges:Lodging	1	14,500.00	14,500.00
Travel, lodging, and perdiem for Installation Crew			
Services	1	0.00	0.00
Installation Training and Support			
Services	1	0.00	0.00
2 Year Installation Warranty			
			Subtotal: 98,800.00

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

Thank you!
 Equalized Productions
 (720) 639-6571 - Main

SUBTOTAL 273,795.24
 SHIPPING 3,500.00
TOTAL \$277,295.24

Accepted By

Accepted Date

RESOLUTION NO. 22-223

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH EQUALIZED PRODUCTIONS, LLC, FOR DESIGN AND CONSTRUCTION SERVICES FOR THE FORD WYOMING CENTER SOUND SYSTEM REPLACEMENT, PROJECT NO. 22-52.

WHEREAS, the City is undertaking the Ford Wyoming Center Sound System Replacement, Project No. 22-052; and,

WHEREAS, the City of Casper desires services for project design and construction; and,


WHEREAS, Equalized Productions, LLC, is able and willing to provide the services for the Ford Wyoming Center Sound System Replacement, Project No. 22-052.

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 Equalized Productions, LLC for this service.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the contract, equal to a total not to exceed amount of Two Hundred Seventy-Seven Thousand Two Hundred Ninety-Five and 24/100 Dollars (\$277,295.24).

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 11, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Zulima Lopez, Parks, Recreation, and Public Facilities Director
Alex Sveda, P.E., City Engineer AS
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing a Contract for Professional Services with DBC Irrigation Supply, in the amount of \$422,878.62, for the City Irrigation Control System Improvements, Project No. 22-051.

Meeting Type & Date:
Regular Council Meeting
December 20, 2022

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize a Contract for Professional Services with DBC Irrigation Supply, in the amount of \$422,878.62, for the City Irrigation Control System Improvements, Project No. 22-051.

Summary:
The City is undertaking a project to procure and install a new City-wide irrigation control system that will operate more efficiently to reduce water usage. This system will be programable from a central hub and will utilize soil moisture sensing units. These units will read the moisture level in the soil and determine if the irrigation system in a given area will activation during its programmed time. There will be 116 new irrigation controllers, flow meters and soil moisture sensors installed throughout the City.

The City Engineering Division requested proposals from for professional services including design, procurement, support, and training for the irrigation control system with City Parks Staff to provide installation.

Two (2) firms submitted proposals and both were interviewed for the requested services. Based on their qualifications and cost, DBC Irrigation Supply, was selected. City staff recommends awarding DBC Irrigation Supply, the work, in the amount of \$422,878.62.

Financial Considerations
Funding for this project will be from 1019023005-1019012-ITEMS-PURCHASE.

Oversight/Project Responsibility

Steven Stolte, E.I.T., Associate Engineer I

Attachments

Resolution

Professional Services Contract

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. DBC Irrigation Supply, 200 N Forest Dr suite b, Casper, WY 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 procure and install a new irrigation control system that will operate more efficiently to reduce the amount of water used.

B. The project requires professional services for the design and procurement of the irrigation control system.

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 Consultant shall meet with City of Casper staff to further develop the irrigation control system prior to procuring any equipment.

B. The Consultant shall procure the equipment that is compatible with the City’s current system and does not require a subscription to an outside internet or cellular service.

i. The new equipment shall meet the following minimum specifications:

1. Be compatible with conventional and 2 wire systems or a mixture of the two.

2. Use a soil moisture sensor that meets EPA WaterSense criteria.
3. The soil moisture sensor will be direct burial and hardwired to the controller.
4. If the soil moisture sensor uses 2 wire all decoders/encoders will be provided to assure communication with the controller.
5. All ethernet ports shall be capable of networking with City of Casper IT equipment.
6. Include all ultrasonic flow sensing.
7. Flow sensors shall include glue fittings to install on existing pipe and sized appropriately for the mainline of each system.
8. Flow sensors will be easily disassembled for repair without having to cut pipe to replace.
9. Include standalone capabilities in the event of communication failure.
10. All controller enclosures are to be wall mounted with painted exterior.
11. All equipment shall be Baseline or Flomec in accordance with Exhibit A.
 - i. Exhibit A is attached and hereto made part of this contract with the exception of removing, "The pricing on this bid is good for 5 days from the date generated." from each page.

C. The Consultant shall work with the City of Casper's IT department to provide and install all required servers and programming to operate the irrigation control system.

D. The Consultant shall provide training for use of the equipment and any associated software.

E. The Consultant shall offer support services for training, troubleshooting, ongoing maintenance, and updates to software and firmware.

F. The Consultant shall provide an itemized price list of all system parts and equipment.

- i. The City retains the right to eliminate items to fit within the project within a given budget.

G. Sub-consultants

1. The Consultant shall be responsible to procure any necessary sub-consultant to complete the work.

2. The Owner and Consultant shall mutually approve, in writing, the use of any sub-consultants that the Consultant desires to use.
3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by sub-consultant(s).

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 15th day of August 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Four Hundred Twenty-Two Thousand Eight Hundred Seventy-Eight Dollars and Sixty-Two Cents. (\$422,878.62).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract. **IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

Walker Trust

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
DBC Irrigation Supply

By: _____

By: Brad Meyer

Printed Name: _____

Printed Name: Brad Meyer

Title: _____

Title: Sales

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to

this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable local, state or federal laws.

10. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars

(\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and

Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. Consultant agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

12. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

13. INTENT:

Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that Consultant shall perform all of the services for the compensation set forth in this Contract. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

16. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover

or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.



DBC IRRIGATION SUPPLY CASPER
 200 N FOREST DR
 SB SUITE# 2
 CASPER, WY 82609-1900
 Phone 307-215-5319
 Fax 307-215-5320

EXHIBIT A



Quotation

EXPIRATION DATE	QUOTE NUMBER	
10/22/2022	S4431257	
DBC IRRIGATION SUPPLY CASPER 200 N FOREST DR SB SUITE# 2 CASPER, WY 82609-1900 Phone 307-215-5319 Fax 307-215-5320		PAGE NO.
		1 of 48

QUOTE TO:

SHIP TO:

CITY OF CASPER
 1800 E. K STREET
 CASPER, WY 82601

CITY OF CASPER
 1800 E. K STREET
 CASPER, WY 82601

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
23612	BASELINE PROPOSAL		BRAD MEYER	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
BRAD MEYER	BID	2%10TH NET 30	11/03/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	FIRE STATION 6 CONTROLLER			
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE		3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE		360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE		354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE		303.000/EA	303.00
	BUCKBOARD PARK			
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE		2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE		455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE		354.000/EA	354.00

** Continued on Next Page **



EXHIBIT A



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
10/22/2022	S4431257	2 of 48

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***PARADISE VALLEY***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R36 BASELINE SUBSTATION WITH 36 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2868.000/ea	2868.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***PV POOL***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***WOLF CREEK PARK***	303.000/EA	303.00

** Continued on Next Page **



EXHIBIT A



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
10/22/2022	S4431257	3 of 48

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MEADOWLARK PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY LANDSCAPING #1***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

** Continued on Next Page **



EXHIBIT A



Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
10/22/2022	S4431257	4 of 48

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY LANDSCAPING #2***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE *****	303.000/EA	303.00
1ea	***FIRE STATION 2 CONTROLLER*** BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	GOODSTEIN PARK		
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
	YESNESS PARK		
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
	GREEN MEADOW PARK		
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***ADAMS PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***GARDEN CREEK PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MIKE SEDAR NORTH***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MIKE SEDAR SOUTH***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***FIRE STATION 5 CONTROLLER***	303.000/EA	303.00
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***LONG PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***VERDA JAMES***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***VIKING COURT***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***12TH & WYOMING BLVD. (DRIP)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-30 FLOMEC ULTRASONIC FLOW METER WITH 3" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***SUSIE MCMURRY PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***ROUNABOUT***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***FUN VALLEY PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-30 FLOMEC ULTRASONIC FLOW METER WITH 3" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE *****	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	FIRE STATION 3 CONTROLLER		
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***ODELL PLACE***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***FAIRDALE PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***10TH & MISSOURI***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***SAGE PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***HUBER PARK***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R36 BASELINE SUBSTATION WITH 36 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2868.000/ea	2868.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***2ND & FOREST***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***I-25 & CURTIS***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***REC CENTER/AQUATICS CONTROLLER***	303.000/EA	303.00
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***ICE ARENA***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***HIGHLAND PARK #1 & #2***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***HIGHLAND PARK #3***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***2ND & BEVERLY 1 & 2 (WEST)***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
2ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	720.97
2ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	708.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***2ND & BEVERLY 3 & 4 (EAST)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
2ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	720.97
2ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	708.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CEMETERY CONTROLLER***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***TRANSIT CONTROLLER***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***HARDEN PARK***	303.000/EA	303.00
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	EASTDALE PARK (NORTH)		
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
	EASTDALE PARK (SOUTH)		
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
	BEVERLY STREET UNDERPASS		
1ea	BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***DALLASON PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CONWELL PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***KIWANIS PARK***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***CITY HALL CONTROLLER***	303.000/EA	303.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE ***VETERAN'S PARK***	354.000/EA	354.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MONUMENT PARK***	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-15 FLOMEC ULTRASONIC FLOW METER WITH 1.5" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***RAILS TO TRAILS EAST***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***RAILS TO TRAILS WEST***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***RAILS TO TRAILS OYD PARKING LOT***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CITY PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-30 FLOMEC ULTRASONIC FLOW METER WITH 3" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	MIDWEST AVENUE		
1ea	BL-SUBSTN-X BASELINE TWO-WIRE ONLY SUB STATION IN LARGE 16 GAUGE POWDER COATED METAL WALL MOUNT CABINET. SPECIAL ORDER - NON-RETURNABLE	1890.000/ea	1890.00
20ea	BL-5201 BASELINE 1 STATION DIRECT BURIAL BI-CODER	157.800/EA	3156.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE *****	303.000/EA	303.00
	CPU GARAGE		
1ea	BL-3200X-R24 BASELINE CONTROLLER WITH 24 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4143.000/EA	4143.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
	FORT CASPER		
1ea	BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	QS200-30 FLOMEC ULTRASONIC FLOW METER WITH 3" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***WESTWOOD PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MEADOW PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***NANCY ENGLISH PARK N.***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***NANCY ENGLISH PARK S.***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***FAIRGROUNDS ROAD***	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE *****	303.000/EA	303.00
1ea	***FIRE STATION 1 CONTROLLER*** BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***AMACO PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***13TH & COLLINS***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***FREEDOM PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY & POPLAR N.E.***	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-15 FLOMEC ULTRASONIC FLOW METER WITH 1.5" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY & POPLAR S.W.***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-15 FLOMEC ULTRASONIC FLOW METER WITH 1.5" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY ISLANDS***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***WASHINGTON PARK EAST CONTROLLER***	303.000/EA	303.00
1ea	BL-3200X-R24 BASELINE CONTROLLER WITH 24 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4143.000/EA	4143.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***12TH & MCKINLEY***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***WASHINGTON BALLFIELD***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5201MV BASELINE DIRECT BURY MASTER VALVE BI-CODER SPECIAL ORDER - NON-RETURNABLE	181.800/EA	181.80
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***WASHINGTON PARK WEST***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***OLD YELLOWSTONE PLANTERS NORTH	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
	& SOUTH***		
1ea	BL-SUBSTN-X BASELINE TWO-WIRE ONLY SUB STATION IN LARGE 16 GAUGE POWDER COATED METAL WALL MOUNT CABINET. SPECIAL ORDER - NON-RETURNABLE	1890.000/ea	1890.00
1ea	BL-5201 BASELINE 1 STATION DIRECT BURIAL BI-CODER	157.800/EA	157.80
2ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	720.97
2ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	708.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***OLD YELLOWSTONE OFF POPLAR***	303.000/EA	303.00
1ea	BL-SUBSTN-X BASELINE TWO-WIRE ONLY SUB STATION IN LARGE 16 GAUGE POWDER COATED METAL WALL MOUNT CABINET. SPECIAL ORDER - NON-RETURNABLE	1890.000/ea	1890.00
4ea	BL-5201 BASELINE 1 STATION DIRECT BURIAL BI-CODER	157.800/EA	631.20
1ea	QS200-10 FLOMEC ULTRASONIC FLOW METER WITH 1" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***12TH & WILSON (LIFESTEPS BLVD)***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***CY 5 CONTROLLER***	303.000/EA	303.00
1ea	BL-3200X-R24 BASELINE CONTROLLER WITH 24 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4143.000/EA	4143.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 3***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 4***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 6***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 7***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 8***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CY 9***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***CASPER SERVICE CENTER (K STREET)***	303.000/EA	303.00
1ea	BL-3200X-R12 BASELINE CONTROLLER WITH 12 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	3807.000/EA	3807.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5201MV BASELINE DIRECT BURY MASTER VALVE BI-CODER SPECIAL ORDER - NON-RETURNABLE	181.800/EA	181.80
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***SOCCER COMPLEX (SOCCER 1 NC 4-5)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	***SOCCER COMPLEX (SOCCER 10-12)*** BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
1ea	***SOCCER COMPLEX (SOCCER 2-4,9)*** BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
1ea	***SOCCER COMPLEX (SOCCER 6-8)*** BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	146090-04 FLOMEC QS200 SADDLE STYLE SENSOR 12" (ASME PIPE) SPECIAL ORDER - NON-RETURNABLE	748.429/ea	748.43
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***SOCCER COMPLEX (TANI, WELLS	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	PARK, NC 1-2)*** BL-SUBSTN-X-R48 BASELINE SUBSTATION WITH 48 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWEDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	3204.000/ea	3204.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CASPER SERVICE CENTER (BRYAN STOCK)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***METRO***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-15 FLOMEC ULTRASONIC FLOW METER WITH 1.5" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***FIELD OF DREAMS 1-2***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***FIELD OF DREAMS 3-6***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R36 BASELINE SUBSTATION WITH 36 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GUAGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2868.000/ea	2868.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***RIVERVIEW PARK***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***RIVERVIEW EXPANSION***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MARION KREINER PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***MATT CAMPFIELD PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***E. STREET PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
2ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	720.97
2ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	708.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***BALE FILL GRASS***	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE *****	303.000/EA	303.00
	CASPER EVENTS CENTER CONTROLLER (CLOCK COMBINING 1 & 2)		
1ea	BL-3200X-R36 BASELINE CONTROLLER WITH 36 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4464.000/EA	4464.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE ***CASPER EVENTS CENTER (CLOCKS 3 & 4 COMBINED)***	354.000/EA	354.00

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Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
2ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	720.97
2ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	708.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CASPER EVENTS CENTER (CLOCK 5)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CASPER EVENTS CENTER (CLOCK 6)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CASPER EVENTS CENTER (CLOCK 7)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***BALE FILL TREE FARM***	303.000/EA	303.00
1ea	BL-SUBSTN-X BASELINE TWO-WIRE ONLY SUB STATION IN LARGE 16 GAUGE POWDER COATED METAL WALL MOUNT CABINET. SPECIAL ORDER - NON-RETURNABLE	1890.000/ea	1890.00
12ea	BL-5201 BASELINE 1 STATION DIRECT BURIAL BI-CODER	157.800/EA	1893.60
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***CROSSROADS/LANSING CONTROLLER***	303.000/EA	303.00
1ea	BL-3200X-R36 BASELINE CONTROLLER WITH 36 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4464.000/EA	4464.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CROSSROADS COMPLEX (ADVENTURE LAND)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CROSSROADS COMPLEX (CR 4)***	303.000/EA	303.00

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***CROSSROADS COMPLEX (CR1-3)***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R24 BASELINE SUBSTATION WITH 24 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2547.000/ea	2547.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***AIR MODELER'S FACILITY-RACE TRACK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***ALTA VISTA PARK***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***LIFESTEPS CAMPUS***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-4 FLOMEC ULTRASONIC FLOW METER WITH 4" TEE	455.257/ea	455.26
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***NICOLAYSEN***	303.000/EA	303.00

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EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***** ***NORTH AMOCO***	303.000/EA	303.00
1ea	BL-3200X-R24 BASELINE CONTROLLER WITH 24 STATION POWERED BI-CODER IN 16-GAUGE POWDER COATED METAL WALL MOUNT CABINET, EXPANDABLE TO 200 ZONES SPECIAL ORDER - NON-RETURNABLE	4143.000/EA	4143.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***SKEET RANGE***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49

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Quotation

EXPIRATION DATE	QUOTE NUMBER	PAGE NO.
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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE ***STATE BUILDING***	303.000/EA	303.00
1ea	BL-SUBSTN-X-R12 BASELINE SUBSTATION WITH 12 STATION BL-5200R SERIES POWERED BI-CODER IN 16 GAUGE POWERDER COATED METAL WALL MOUNTED CABINET SPECIAL ORDER - NON-RETURNABLE	.2211.000/ea	2211.00
1ea	QS200-20 FLOMEC ULTRASONIC FLOW METER WITH 2" TEE	360.486/ea	360.49
1ea	BL-5308 BASELINE DIRECT BURY STANDARD FLOW SENSOR/METER BI-CODER SPECIAL ORDER - NON-RETURNABLE	354.000/EA	354.00
1ea	BL-5315B BASELINE 1.5' DIRECT BURIAL BI-SENSOR (MOISTURE SENSOR) WITH 50' CONNECTION WIRES, AND 2 WATERPROOF CONNECTORS SPECIAL ORDER - NON-RETURNABLE	303.000/EA	303.00

~~The pricing on this bid is good for 5 days from the date generated.
Taxes are not included in totals.~~

Subtotal	422878.62
S&H Charges	0.00
Amount Due	422878.62

RESOLUTION NO. 22-224

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DBC IRRIGATION SUPPLY, FOR PROFESSIONAL SERVICES FOR THE IRRIGATION SYSTEM IMPROVMENTS, PROJECT NO. 21-051.

WHEREAS, the City of Casper desires to secure a consultant to provide design, procurement and training for the Irrigation System Improvements project; and,

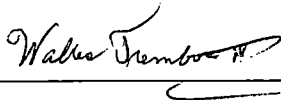
WHEREAS, DBC Irrigation Supply, is able and willing to provide those professional services.

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 DBC Irrigation Supply, in the amount of Four Hundred Twenty-Two Thousand Eight Hundred Seventy-Eight Dollars and Sixty-Two Cents. (\$422,878.62).

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 Four Hundred Twenty-Two Thousand Eight Hundred Seventy-Eight Dollars and Sixty-Two Cents. (\$422,878.62).

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

December 6, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
 Alex Sveda, P.E., City Engineer
 Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with 71 Construction, Inc., in the Amount of \$1,242,771 for the 2023 Cape Seal, Project No. 22-048.

Meeting Type & Date
 Regular Council Meeting
 December 20, 2022

Action type
 Resolution

Recommendation
 That Council, by resolution, authorize an agreement with 71 Construction, Inc., in the amount of \$1,242,771, for the 2023 Cape Seal, Project No. 22-048. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$44,229, for a total project amount of \$1,287,000.

Summary
 On Tuesday, December 6, 2022, three (3) bids were received for the 2023 Cape Seal, Project No. 22-048. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
71 Construction, Inc.	Casper, WY	\$1,242,771
Intermountain Slurry Seal	Salt Lake City, UT	\$1,416,447
Knife River	Casper, WY	\$1,417,710

The 2023 Cape Seal Project consists of furnishing and installing approximately 220,000 SY of cape seal to East 2nd Street from Wyoming Boulevard to Hat Six Road, East 12th Street from South McKinley Street to Wyoming Boulevard, and Bryan Stock Trail from Interstate 25 to Metro Road. A cape seal is the application of a layer of emulsified asphalt that is immediately covered by aggregate. The aggregate is compacted using a roller and the excess aggregate is swept from the roadway. A final layer of emulsified asphalt is applied to the aggregate to restore the roadway's black color. The estimate prepared by the City Engineering Division was \$1,018,500.00. Bids exceeded the Engineer's Estimate due to the consistently increasing cost of materials, especially asphalt oil. City Staff has reviewed the bids and recommends awarding the agreement for the work to 71 Construction. Work is scheduled to be completed by August 18, 2023.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As the low bid was received from an in-state Contractor, no bid 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 One Cent #16 Optional Sales Tax fund allocated to FY23 Miscellaneous Street Improvements

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution
Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with 71 Construction, Inc., 7072 Barton Drive, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to resurface East 2nd Street from Wyoming Boulevard to Hat Six Road, East 12 Street from South McKinley Street to Wyoming Boulevard, and Bryan Stock Trail from Interstate 25 to Metro Road by the method of cape sealing; and,

WHEREAS, 71 Construction, Inc., Inc., is able and willing to provide those services specified as the 2023 Cape Seal, Project No. 22-048.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2023 Cape Seal, Project No. 22-048, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.
- 3.2 The Work will be substantially completed by **August 18, 2023**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **September 1, 2023**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays,

expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Million Two Hundred Forty-Two Thousand Seven Hundred Seventy-One Dollars (\$1,242,771.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@casperwy.gov AND City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.

5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

- 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract

Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 of 6 to SFA-6 of 6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 of 4 to BF-4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1 of 1, inclusive).
- 8.5 Addenda No. (1, 2).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.10 Technical Specifications, consisting of nine (9) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

2023 Cape Seal, Project No. 22-048

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(This space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:

Walter Tremel

WITNESS:

By: _____

Title: _____

CONTRACTOR:

71 Construction, Inc.

By: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

Fleur Tremel
Title: City Clerk

By: _____

Ray Pacheco
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
2023 Cape Seal
Project No. 22-048

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **August 18, 2023**, and completed and ready for final payment not later than **September 1, 2023**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>December 1, 2022</u>
Addendum No. <u> 2 </u>	Dated <u>December 6, 2022</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from 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: \$ 1,242,771.00

TOTAL BASE BID, IN WORDS: Onemilliontwohundredfourty-two thousandsevenhundredseventy-one 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.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 7072 Barton Dr.
Casper, WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on December 6, 2022.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

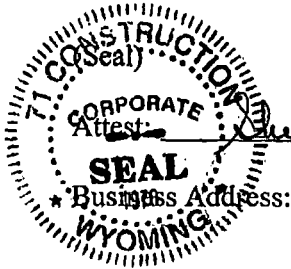
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: 71 Construction
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: [Signature]
(Title) President



[Signature]
Business Address: 7072 Barton Dr.
Casper, WY 82604

Phone Number: 307-235-2922

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.)

2023 Cape Seal, Project No. 22-048 (#8328996)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 12/06/2022 02:00 PM MST

Exhibit "B" - Bid Schedule

Base Bid				71 Construction	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Mobilization and Bonding	LS	1	\$124,921.00	\$124,921.00
2	Temporary Traffic Control	LS	1	\$156,000.00	\$156,000.00
3	F&I One-Cent Project Signs	EA	6	\$4,950.00	\$29,700.00
4	F&I Cape Seal Aggregate	SY	220,000	\$1.96	\$431,200.00
5	F&I Emulsified Asphalt Modified	TON	400	\$900.00	\$360,000.00
6	F&I Emulsified Asphalt Overshoot	TON	75	\$625.00	\$46,875.00
7	R&R Concrete Valley Gutter with Basecourse	SF	3,700	\$17.25	\$63,825.00
8	Adjust Manhole Top & Install 5'x5' Concrete Diamond with New Lid	EA	5	\$1,550.00	\$7,750.00
9	Resident Communication Plan	LS	1	\$22,500.00	\$22,500.00
Base Bid Total:					\$1,242,771.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2023 CAPE SEAL
PROJECT NO. 22-048**


by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: December 1, 2022

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Technician

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

71 Construction

Firm

Steve Laffin

By: Signature

PREZ

Title

12/1/22

Date Received

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**2023 CAPE SEAL
PROJECT NO. 22-048**

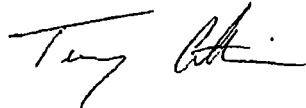
by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: December 6, 2022

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Technician

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

TI CONSTRUCTION
Firm

Steve Loftis
By: Signature

PREC
Title

12/6/22
Date Received

RESOLUTION NO. 22-225

A RESOLUTION AUTHORIZING AN AGREEMENT WITH 71 CONSTRUCTION, INC., FOR THE 2023 CAPE SEAL, PROJECT NO. 22-048.

WHEREAS, the City of Casper desires resurface East 2nd Street from Wyoming Boulevard to Hat Six Road, East 12 Street from South McKinley Street to Wyoming Boulevard, and Bryan Stock Trail from Interstate 25 to Metro Road by the method of cape sealing; and,

WHEREAS, 71 Construction, Inc., is able and willing to provide those services specified as the 2023 Cape Seal, Project No. 22-048; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

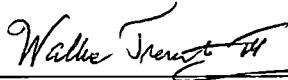
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with 71 Construction, Inc., for those services, in the amount of One Million Two Hundred Forty-Two Thousand Seven Hundred Seventy-One Dollars (\$1,242,771.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Million Two Hundred Forty-Two Thousand Seven Hundred Seventy-One Dollars (\$1,242,771.00), and Forty-Four Thousand Two Hundred Twenty-Nine Dollars (\$44,229.00) for a construction contingency account, for a total project amount not to exceed One Million Two Hundred Eighty-Seven Thousand Dollars (\$1,287,000.00)

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(2023 Cape Seal, Project No. 22-048)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

December 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, Wastewater Treatment Plant Manager

SUBJECT: Authorizing a Sole Source Procurement of Goods Agreement with Serpentix Conveyor Corporation in the amount of \$86,982.70 for components required to rebuild the dewatered solids belt conveyor at the Wastewater Treatment Plant (WWTP)

Meeting Type & Date
Regular Council Meeting
December 20, 2022

Action Type
Approval

Recommendation
That Council, by resolution, authorize a sole source Procurement of Goods Agreement with Serpentix Conveyor Corporation in the amount of \$86,982.70 for components required to rebuild the dewatered solids belt conveyor at the WWTP.

Summary
During the 2006-2008 Wastewater Treatment Plant upgrades, a Serpentix Dewatered Solids Belt Conveyor was installed as part of the centrifuge dewatering system. The specially designed, 70-foot long belt conveyor carries dewatered solids from the centrifuge solids discharge chute to the adjacent roll-off room where the solids are loaded for transport to the Casper Regional Solid Waste Facility. Dewatered solids are produced 365 days a year. With no redundant belt conveyor equipment, the existing equipment is critical to the WWTP solids dewatering process. After seven years of service in a harsh environment, the belt conveyor chain, and belting components have worn to the point that they necessitate replacement to ensure the continued operation of the conveyor.

The Public Services Department requests this sole source purchase based on the following reasons:

1. The existing belt conveyor was specifically designed and built for the layout of the WWTP dewatering equipment and building configuration. Use of any other type or layout of conveyor would require major modifications to the existing equipment.
2. The components purchased from Serpentix Conveyor Corporation would be from the original equipment manufacturer (OEM) and would be a direct fit and replacement for the existing conveyor components. Use of other than OEM components would require

modifications to the belt conveyor chassis and would result in substandard, unreliable conveyor operation.

3. Serpentix Conveyor Corporation has specialized in supplying wastewater conveying equipment such as the Serpentix Dewatered Solids Conveyor for 50 plus years. Staff has confidence in their equipment and knows that parts and service are readily available.

Financial Considerations

Funds for this project, \$86,982.70, are included in the FY23 WWTP capital budget.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of November 17, 2022, (this "**Agreement**") to be referenced by Serpentix Conveyor Corporation, Quotation #5257, dated August 25, 2022, is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 North David Street, Casper, Wyoming 82601 ("**Buyer**") and Serpentix Conveyor Corporation, a Colorado Corporation with offices located at 11821 Huron Street, Westminster, Colorado 80234 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling Serpentix Conveyor Components; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**") as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities specified in Exhibit A, by October 3, 2022, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit A, as modified. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, as modified, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit A, as modified, (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to Buyer within three (3) business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days, replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as modified, hereto attached and made part of the Agreement, as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of twelve (12) 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, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it, proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force

Majeure Event affecting Seller's performance of this Agreement continues for more than fourteen (14) days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

City of Casper
200 North David Street
Casper, Wyoming 82601

Notice to Seller:

Serpentix Conveyor Corporation
11821 Huron Street
Westminster, Colorado 80234

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

Willie Trout

ATTEST

Fleur Tremel
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Ray Pacheco
Mayor

WITNESS

By: Jeff Oxford
Printed Name: Jeff Oxford
Title: Controller

SELLER
Serpentix Conveyor Corporation
11821 Huron Street
Westminster, Colorado 80234

By: Robert Nusz
Printed Name: Robert Nusz
Title: President

EXHIBIT "A"

SERPENTIX® CONVEYOR CORP.

11821 Huron Street
Westminster, CO 80234 - USA
303.430.8427 office

Parts Quotation



Parts Quotation #. 5257

Date: Aug 25, 2022

Bill To:
CITY OF CASPER
SAM HOBBS REGIONAL W.W.T.P.
2400 BRYAN EVANSVILLE ROAD
CASPER, WY 82609
U. S. A.

Ship to:
CITY OF CASPER
SAM HOBBS REGIONAL W.W.T.P.
2400 BRYAN EVANSVILLE ROAD
CASPER, WY 82609
U. S. A.

Sales Rep. MISCO ROCKY MOUNTAIN

Good Thru: 9/24/22

Customer ID 06953-P2

Payment Terms Net-30-Days

Contact Person CHAD ZIEHL

Ship Via TRUCK FREIGHT, LTL

Phone Number 307-235-8477

Fax Number 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
454.00	H01050004A RevE	CHAIN - 14mm x 100mm (H PW P2)	LINK	69.25	31,439.50
226.00	PW01040010A Rev	RUBBER ISOLATOR BLOCK (1-HOLE)	EACH	8.65	1,954.90
226.00	H01040010A RevH	CHAIN INTER. ATTACHMENT (H PW P2)	EACH	22.15	5,005.90
454.00	PW01040007A Rev	GREY or BLUE (WIDE) GUIDE BLOCK - URETHANE	EACH	12.50	5,675.00
2.00	PW01060004A	PW-CHAIN SPLICE, ASY., WIDE (GREY / BLUE)	ASSY	395.00	790.00
228.00	H01010122D	26" BELT PAN - MPR	EACH	79.85	18,205.80
2280.00	H01010156A RevB	14GA BELT PAN WASHER x 1-3/4" LG. 304SS	EACH	1.10	2,508.00
160.00	P20109-BASE	P2 BASE 3/16" x 6"	FOOT	19.25	3,080.00
6.00	P20109-BASE	P2 BASE 3/16" x 6" - HELIX R6' x 25.5 RISE x 30 RUN (UNDRILLED)	FOOT	175.00	1,050.00
320.00	P20109-SIDE	P2 SIDE 5/8" x 3/4"	FOOT	9.65	3,088.00
320.00	P20109-CAPx1.375	P2 CAP 1" x 1 3/8" (STD.)	FOOT	19.25	6,160.00
1.00	PW01070003A Rev	PW/P2 TENSION SPROCKET ASS'Y w/ HUB - 6-TOOTH	EACH	995.00	995.00

Please note: All credit card payments will incur a 3% processing fee.
Thank you for your inquiry. If you have any questions, please give our parts
department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
Continued	Continued	Continued

SERPENTIX® CONVEYOR CORP.

11821 Huron Street
Westminster, CO 80234 - USA
303.430.8427 office

Parts Quotation

www.serpentix.com



Parts Quotation #. 5257

Date: Aug 25, 2022

Bill To:

CITY OF CASPER
SAM HOBBS REGIONAL W.W.T.P.
2400 BRYAN EVANSVILLE ROAD
CASPER, WY 82609
U. S. A.

Ship to:

CITY OF CASPER
SAM HOBBS REGIONAL W.W.T.P.
2400 BRYAN EVANSVILLE ROAD
CASPER, WY 82609
U. S. A.

Sales Rep. MISCO ROCKY MOUNTAIN

Good Thru: 9/24/22

Customer ID 06953-P2

Payment Terms Net 30 Days

Contact Person CHAD ZIEHL

Ship Via TRUCK FREIGHT, LTL

Phone Number 307-235-8477

Fax Number 307-235-7516

Qty.	Part Number:	Part Description:	Unit	Unit Price:	Extension:
1.00	PW01070004A Rev	PW/P2 DRIVE SPROCKET ASS'Y w/ HUB - 8-TOOTH	EACH	1,095.00	1,095.00
1.00	FREIGHT	FLAT RATE FREIGHT CHARGES - TRUCK FREIGHT, LTL Quote prepared by Jason Ellis for Megan Lockwood; mlockwood@casperwy.gov. Updated quote requested by Bruce Martin, per Mike Dolan. BMartin@Casper.Wy.Gov 307-235-7543	LOT	985.60	985.60

Please note: All credit card payments will incur a 3% processing fee.
Thank you for your inquiry. If you have any questions, please give our parts
department a call at 1-800-466-7979.

Subtotal:	Sales Tax:	Total After Shipping:
86,982.70		\$ 86,982.70

RESOLUTION NO. 22-226

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT WITH SERPENTIX CONVEYOR CORPORATION FOR SUPPLYING CONVEYOR COMPONENTS FOR USE AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City requires conveyor components for use at the Wastewater Treatment Plant; and,

WHEREAS, the Seller represents that it is ready, willing, and able to provide the conveyor components as required by an agreement between the Seller and the City; and,


WHEREAS, the City desires to retain the Seller to furnish said goods.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Procurement of Goods Agreement with Serpentix Conveyor Corporation for supplying the goods specified in the agreement.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement of Goods Agreement.

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

APPROVED AS TO FORM:



ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

December 12, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Cindie Langston, Solid Waste Division Manager

SUBJECT: Authorizing a Real Estate Purchase Agreement with Knife River, in the amount of \$630,000.00, to Acquire Property Adjacent to an Old Landfill Disposal Area included in the City's Closed Balefill Permit

Meeting Type & Date

Regular City Council Meeting, December 20, 2022

Recommendation

That City Council authorize a Real Estate Purchase agreement with Knife River to Acquire Property Adjacent to an Old Landfill Disposal Area, in an amount of \$630,000.00.

Summary

The City of Casper entered the State of Wyoming's Landfill Remediation Program in 2015 to address groundwater contamination from the closed unlined balefill. To-date, three (3) remedies have been designed and constructed at the closed balefill including two (2) closure caps and an active gas collection and control system. Currently a fourth remedy is being conceptually designed to address landfill gas excursions beyond the closed balefill permit boundary, a violation of WDEQ solid waste rules, specifically in the old landfill area south of Metro Road and north of McKenzie Lake and the City's dog park. The fourth remedy, referred to as the Old Landfill Remedy, includes regrading and vegetating the old landfill area to prevent continued ponding of stormwater resulting in continued landfill gas production. Re-contouring and grading the old landfill area requires adding additional cover material. Cover material is costly to import from long distances.

The property to the east of the old landfill area is owned by Knife River. By owning this property, cover material is readily available, reducing the cost of importing material from the Casper Regional Landfill a mile to the north. The WDEQ Landfill Remediation Program may reimburse the City for some of the property acquisition costs depending on the cost reduction for using cover material from the Knife River property.

Procurement of the Knife River property next to the old landfill also includes a pond adjacent to McKenzie Lake and close to 1,000-ft along the North Platte River. In addition to addressing the landfill remediation needs, it is desirable to acquire the land for future river restoration, Russian olive tree removal and other invasive plant control, a nature park, and trail development. Staff has Revolving Land Fund monies budgeted for procuring the land and recommends City Council authorize, by resolution, a real estate purchase agreement with Knife River, in an amount to not exceed \$630,000, for the acquisition of 47.94-acres.

Financial Considerations

An independent appraisal in 2021 valued the 49.05-acres of Knife River property at \$645,000. Knife River elected to retain an additional 1.11-acres, reducing the price to \$630,000.

Funding from the Revolving Land Fund is available and included in the FY23 budget.

Oversight/Project Responsibility

Andrew Beamer, P.E., Public Services Director
Cindie Langston, Solid Waste Division Manager

Attachments

Real Estate Purchase Agreement with Exhibit A and B
Resolution

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Buyer"; and JTL Group, Inc., dba Knife River, 1461 Bryan Stock Trail, Casper, Wyoming 82601, hereinafter referred to as the "Seller"; the Buyer and the Seller are collectively referred to as the "Parties."

RECITALS

Whereas, the Seller is the owner of approximately 47.94 acres of undeveloped land north-east of Casper located in Natrona County, Wyoming, and more particularly described in Article I below; and,

Whereas, the Buyer desires to purchase said real property from the Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

ARTICLE I: DESCRIPTION OF PROPERTY

Seller agrees to sell and convey to Buyer pursuant to the terms of this Agreement the real property described on Exhibit A and Exhibit B (hereinafter referred to as the "Real Property") with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premise, in their present condition. Exhibit A and Exhibit B is attached hereto and made part of this Agreement.

ARTICLE II: PURCHASE PRICE AND CLOSING COSTS

Buyer agrees to pay Seller the total sum of Six Hundred Thirty Thousand Dollars (\$630,000.00) in full due to the Seller in cash, cashier's check, certified funds or by verifiable electronic wire transfer before or at the Closing on the Closing Date. The total funds must be paid by Buyer to Seller at the Closing for the purchase of the Real Property with available funds.

Seller agrees to pay and be solely responsible for the following expenses:

1. The Owner's title insurance policy premium attributable to the Real Property being sold and conveyed to the Buyer as issued by the Title Company.
2. Seller agrees to pay the costs of recording all instruments as may be necessary to clear the title to the Seller's Real Property being conveyed under this Agreement.

The Buyer agrees to pay and be solely responsible for the following expenses:

1. The cost of recording fees to be paid to the Natrona County Clerk for the Warranty Deed from the Seller to the Buyer.
2. Any survey, appraisal, certificate of inspection or inspections.
3. Any prepaid tax and/or insurance.
4. Fees for the title insurance policy for any extended lien or survey coverage if requested by the Buyer and issued by the Title Company.

The Parties agree to equally split the costs of the closing agent's fee between them and that agree the transaction will be completed through American Title Agency, 315 West First Street, Casper, Wyoming 82601 ("Title Company").

ARTICLE III: WARRANTY DEED

Title shall be conveyed to the Buyer in the name of City of Casper, Wyoming, a Wyoming municipal corporation. The Seller covenants and agrees to sell and convey said Real Property, with all improvements thereon, free and clear of all liens and encumbrances except easements, restrictive covenants and reservations of record, and cause the same to be conveyed, by good and sufficient warranty deed in a form acceptable to the Buyer under the terms of this Agreement.

ARTICLE IV: TAXES AND INSURANCE

Seller agrees to pay all of the current and prior general real estate and personal property taxes levied against the Real Property described in Article I of this Agreement due through the date of the Closing, and any special assessments levied against the Real Property prior the execution of this Agreement.

The general real estate and personal property taxes based on the most recent assessment and levied against the Real Property described and set forth in Article I for the calendar year of Closing shall be prorated by and between the Seller and the Buyer.

ARTICLE V: POSSESSION AND CLOSING

The parties hereby specifically agree that time is of the essence of this Agreement and the Closing date thereof at the time and date specified herein. Closing shall be held on or before the end of business on January 31, 2023, or as otherwise mutually agreed upon in writing (the "Closing Date") at the office of American Title Agency, 315 West First Street, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

Buyer shall have possession of the Real Property upon the successful closing and at the date and time of closing of this Agreement. "Closing" is defined as "the date on which all documents are either recorded or accepted by the title company and the sale proceeds are available to Seller."

ARTICLE VI: TITLE INSURANCE

Seller agrees to furnish, at Buyer's expense, a current commitment for an Owner's title insurance policy through Title Company, in an amount equal to the purchase price, showing merchantable title in the Seller of the Real Property described in Article 1 herein. Seller agrees to deliver the title insurance commitment to Buyer within five (5) Business Days after mutual acceptance of this Agreement, and to deliver the title insurance policy to Buyer without unreasonable delay after Closing and pay the premium thereon at the time of the Closing. Buyer shall pay for any endorsements or extended survey coverage required by Buyer.

Title shall be merchantable in Seller. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer to Seller within the time herein provided for delivery of warranty deed at closing and shall not be rendered merchantable within thirty (30) days after such written notice, then this Agreement, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and

each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned to the Buyer. PROVIDED, HOWEVER, Buyer may elect to accept the Owner's title insurance referenced above in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect.

Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing pursuant to this Section, or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

ARTICLE VII: INSPECTIONS/WARRANTY

Buyer hereby states that it has or had the opportunity to inspect the Real Property, including the land, soils, improvements, survey, attachments, and fixtures thereof and accepts the Real Property, "as is", in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

Buyer hereby states that it is purchasing the Real Property, improvements, and fixtures contained thereon **"AS IS."** **SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER PURSUANT TO THIS AGREEMENT, EXCEPT AS TO GOOD AND MERCHANTABLE TITLE OR THE ALTERNATIVE ACCEPTANCE OF TITLE INSURANCE, AS SET FORTH HEREIN.**

SQUARE FOOTAGE/ACREAGE VERIFICATION: Buyer is aware that any reference to square footage or acreage of the real property or improvements is approximate. If square footage or acreage is material to the Buyer, it must be verified prior to closing.

ARTICLE VIII: DEFAULT AND REMEDY PROVISIONS

TIME IS OF THE ESSENCE hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this

contract as breached and recover such damages as may be proper or may treat this contract as being in full force and effect and require specific performance of the items hereof. Each Party hereto shall have all rights against the other Party for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement as provided herein.

In the event Seller fails to close this Agreement, through no fault of the Buyer, the Buyer may declare, in writing that this Agreement is null and void, or seek specific performance.

ARTICLE IX: RISK OF LOSS

Risk of loss of the Real Property shall remain with the Seller until the Seller delivers its warranty deed to the Buyer at closing, at which time the risk of loss of the Real Property shall pass to Buyer.

In the event the Real Property is damaged by fire or other casualty prior to closing and damage cannot be reasonably repaired, or money escrowed therefore at or before the closing, this Agreement shall be voidable at Buyer's option. In the event Buyer elects to carryout this Agreement despite such damage, Buyer shall be entitled to any and all insurance proceeds related to such damage.

ARTICLE X: CONTRACT CONTINGENCY

The parties understand that the Buyer must receive the approval of City Council before the Buyer can purchase Real Property. This Agreement and its terms and conditions are all subject to final approval by the Casper City Council. In the event this Agreement is not approved by the Casper City Council, then this Agreement shall be null and void, with no remedy between the parties.

ARTICLE XI: USE OF BROKERS

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage for representation of such Party. The other Party has no responsibility or liability for such claims and shall be protected,

defended, and indemnified by the Party who was, or allegedly was, represented by or assisted by a broker.

ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES

Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes; but all copies shall constitute but one and the same agreement.

Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall

operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, but nothing in the paragraph shall limit or void the provisions of Article VII: Inspections and Warranty or Article VIII: Default and Remedy Provisions, as stated above.

The Seller 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 Seller specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

GOVERNING LAW AND VENUE. This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Buyer's Signature Page

Approved as to Form:

Walter Trumbull

ATTEST:

CITY OF CASPER, WYOMING,
A municipal corporation,

City Clerk

BUYER:

By: _____
Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Ray Pacheco, as Mayor of the City of Casper, Wyoming.

	_____ (Signature of notarial officer)
--	--

My Commission Expires: _____

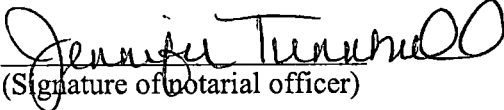
Seller's Signature Page

Seller

Mike Haynes
JTL Group, Inc., dba Knife River

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the 12th day of December, 2022, by Mike Haynes, as the Vice President of JTL Group, Inc., dba Knife River.

JENNIFER TRUMBULL NOTARY PUBLIC STATE OF WYOMING COMMISSION ID: 145979 MY COMMISSION EXPIRES: 11/19/2028	 (Signature of notarial officer)
---	---

My Commission Expires: NOV 19, 2028



EXHIBIT "A"
JTL GROUP, INC. PROPERTY

A parcel of land situate within the NE $\frac{1}{4}$ SW $\frac{1}{4}$, the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit B, attached hereto and by this reference made a part hereof, and being more particularly described as follows:

Commencing at the C-W1/16 corner of said Section 2; monumented by a brass cap and being the Point of Beginning of this legal description;

Thence N89°03'00"E, along the north line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2, a distance of 1313.84 feet to the C $\frac{1}{4}$ corner of said Section 2;

Thence S00°57'30"W, along the east line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2, a distance of 703.56 feet to a point;

Thence N39°11'48"W, a distance of 158.57 feet to a point;

Thence N83°07'56"W, a distance of 118.80 feet to a point;

Thence S76°16'12"W, a distance of 133.27 feet to a point;

Thence S85°46'05"W, a distance of 147.91 feet to a point;

Thence S53°40'15"W, a distance of 98.73 feet to a point;

Thence S79°22'50"W, a distance of 112.58 feet to a point;

Thence S58°12'33"W, a distance of 221.75 feet to a point;

Thence S42°59'20"W, a distance of 224.59 feet to a point;

Thence N89°27'21"W, a distance of 152.17 feet to a point;

Thence S49°36'47"W, a distance of 118.28 feet to a point;

Thence S00°28'12"W, a distance of 577.25 feet to a point;

Thence S22°34'03"W, a distance of 278.39 feet to a point;

Thence S01°57'11"E, a distance of 599.05 feet to a point;

Thence S07°01'47"E, a distance of 169.72 feet to the West 1/16 corner common to Sections 2 and 11;

Thence S88°57'10"W, along the south line of said Section 2, a distance of 474.52 feet to a point;

Thence N47°19'50"W, a distance of 306.50 feet to a point;

Thence N77°04'50"W, a distance of 317.00 feet to a point;

Thence N69°34'50"W, a distance of 142.00 feet to a point;

Thence S88°15'10"W, a distance of 61.87 feet to a point located on the east line of Bryan Stock Trail;

Thence N00°44'19"E, along the east line of said Bryan Stock Trail, a distance of 225.65 feet to the southwest corner of the City of Casper parcel;

Thence S89°21'33"E, along the south line of the City of Casper parcel, a distance of 119.97 feet to the southeast corner of said City parcel;

Thence N00°38'50"E, along the east line of the City of Casper parcel, a distance of 74.91 feet to the northeast corner of said City parcel;

Thence S89°19'32"E, a distance of 315.24 feet to a point;

Thence N00°42'10"E, a distance of 684.31 feet to a point, located on the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2;

Thence N89°02'01"E, along the north line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2, a distance of 775.32 feet to the SW1/16 corner of said Section 2;

Thence N00°49'23"E, along the west line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 2, a distance of 1313.84 feet to the Point of Beginning..

The above described parcel contains 47.94 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Along with:

A strip of land for a fifteen foot (15') wide access easement, situate within the SW¼SW¼ of Section 2, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, being 7.5' on each side of the following described center line;

Commencing at the SW corner of Section 2, monumented by a brass cap;

Thence N30°12'57"E, a distance of 739.43 feet to the Point of Beginning for the Access Easement;

Thence S40°05'32"E a distance of 100.56 feet to a point;

Thence S53°56'34"E, a distance of 76.91 feet to a point;

Thence S70°36'58"E, a distance of 103.36 feet to a point;

Thence S73°46'20"E, a distance of 154.04 feet to a point;

Thence S66°40'15"E, a distance of 219.91 feet to a point;

Thence S72°46'25"E, a distance of 46.44 feet to a point of curvature;

Thence along a curve to the right having radius of 85.00 feet, through a central angle of 73°50'58", a distance of 109.56 feet, with a chord bearing of S35°50'56"E, a distance of 102.13 feet to the end of curve;

Thence S01°04'34"W, a distance of 94.68 feet to a point;

Thence S28°45'22"E, a distance of 55.88 feet to a point;

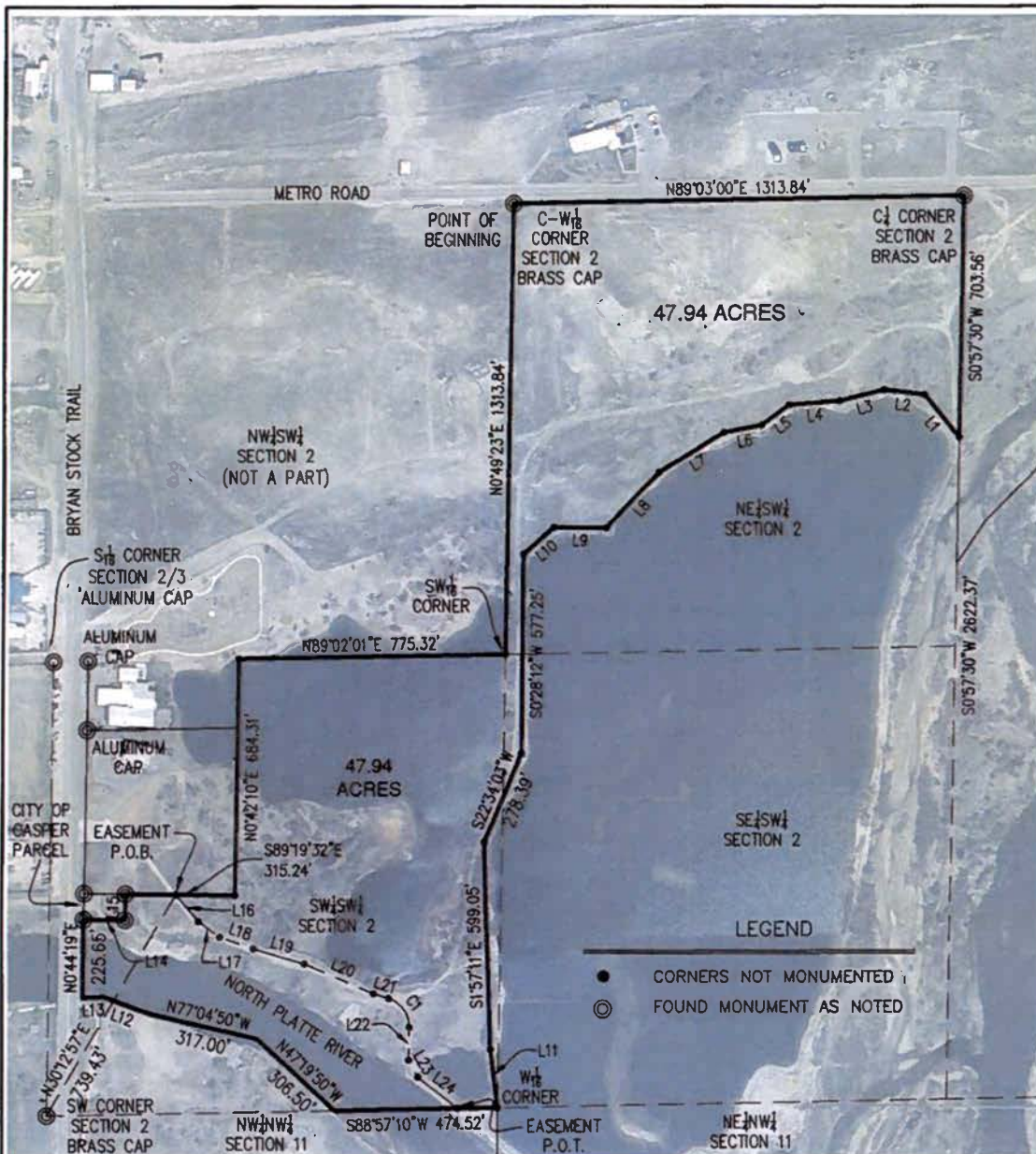
Thence S52°00'53"E, a distance of 146.82 feet to the Point of Termination, located on the south line of said Section 2.

The above described access easement contains 0.38 acres, (16,622.40 S.F.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in October, 2022, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

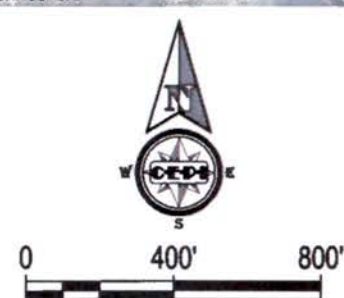


MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY,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



LEGEND

- CORNERS NOT MONUMENTED
- ⊙ FOUND MONUMENT AS NOTED



SCALE: 1" = 400'

EXHIBIT B
JTL GROUP, INC
 Portion of the
 NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$
 Section 2, T.33N., R.79W., 6th P.M.
 Natrona County, Wyoming
 November, 2022
 W.O. 22-256



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

LINE TABLE			LINE TABLE		
Line #	Bearing	Length	Line #	Bearing	Length
L1	N39°11'48"W	158.57'	L14	S89°21'33"E	119.97'
L2	N83°07'56"W	118.80'	L15	N0°38'50"E	74.91'
L3	S76°16'12"W	133.27'	L16	S40°05'32"E	100.56'
L4	S85°46'05"W	147.91'	L17	S53°56'34"E	76.91'
L5	S53°40'15"W	98.73'	L18	S70°36'58"E	103.36'
L6	S79°22'50"W	112.58'	L19	S73°46'20"E	154.04'
L7	S58°12'33"W	221.75'	L20	S66°40'15"E	219.91'
L8	S42°59'20"W	224.59'	L21	S72°46'25"E	46.44'
L9	N89°27'21"W	152.17'	L22	S1°04'34"W	94.68'
L10	S49°36'47"W	118.28'	L23	S28°45'22"E	55.88'
L11	S7°01'47"E	169.72'	L24	S52°00'53"E	146.82'
L12	N69°34'50"W	142.00'			
L13	S88°15'10"W	61.87'			

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA	CH B	CH L
C1	85.00'	109.56'	73°50'58"	S35°50'56"E	102.13

M:\Land 2022\Surveying\22-256 Knife River Property\Plats\Knife River Property.dwg, 11/6/2022, BBI

RESOLUTION NO. 22-227

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT WITH KNIFE RIVER FOR THE PURCHASE OF 47.94-ACRES OF UNDEVELOPED LAND ADJACENT THE OLD LANDFILL AREA SOUTH OF METRO ROAD.

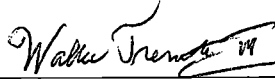
WHEREAS, the City of Casper desires to purchase land adjacent the old landfill area south of Metro Road to aid in landfill remediation; and,

WHEREAS, the land acquisition will provide recreational amenities and river restoration opportunity.

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 real estate purchase agreement with Knife River for the purchase of 47.94-acres of undeveloped land in the amount of Six Hundred Thirty Thousand and 00/100 Dollars (\$630,000.00).

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

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 23, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director
Randy Norvelle, Parks Manager

SUBJECT: Authorizing a Lease Agreement with Mountain Sports for the Lease
and Operation of Snow Sport Equipment Rentals at Hogadon Basin Ski Area

Meeting Type & Date

Regular Council Meeting
December 6, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and Mountain Sports, for the lease and operation of snow sport equipment rentals at Hogadon Basin Ski Area (Hogadon).

Summary

The Parks, Recreation, and Public Facilities Department requests approval for a new lease agreement with Mountain Sports for the continued purpose of snow sport equipment rentals. For decades, the City's partnership with Mountain Sports has provided the public with the convenience of ski and snowboard equipment rentals on site at Hogadon. The agreement is designed to enhance the use and enjoyment of the ski area, while also providing a revenue stream for the ski operation.

Changes from the previous lease are outlined below:

- The previous agreement term was five (5) years. The new agreement term is one (1) year, with automatic renewal for up to two (2) additional one-year terms unless either party chooses to terminate the agreement for cause. The terms are consistent with other current leases at City-owned parks and recreation facilities.
- The new agreement includes an increase of one percent (1%) of the gross receipts per month for business transacted at the ski area, for a total of six percent (6%) of gross receipts per month.
- The City will have first opportunity to purchase the equipment inventory and operate the snow sport rental area as an enterprise of the City in the event that Mountain Sports permanently closes or wishes to sub-lease to a different operator.
- The new agreement requires that Mountain Sports pay four hundred dollars (\$400) per season for lift privileges for employees that are actively employed at the Hogadon snow sports rental shop. The previous agreement charged three hundred dollars (\$300) per season for lift privileges for all active Mountain Sports employees.
- The City will be entitled to 5% of the agreed-upon advertising fee per sign or banner sold in the leased space. Mountain Sports does not currently sell advertising; however, this will apply

if they decide to. This is consistent with other current leases at City-owned parks and recreation facilities.

Financial Considerations

The proposed changes to the lease agreement are estimated to generate approximately Two Thousand Five Hundred Dollars (\$2,500) in additional revenue for the Hogadon Fund annually, based on FY22 stats.

Oversight/Project Responsibility

Randy Norvelle, Parks Manager

Chris Smith, Hogadon Basin Ski Area Superintendent

Attachments

Resolution

Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement" entered into this _____ day of December 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City" or "**Lessor**" and Mountain Sports, a Wyoming Corporation, hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the **Lessor** and **Lessee** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates the Hogadon Basin Ski Area, located at 2500 Hogadon Road, Casper, Wyoming, 82601; and,
- B. **Lessee** desires to enter into an exclusive lease of the Hogadon Basin Ski Area Lodge's Lower level, as defined in Exhibit A, with the City, and the City is willing to enter into an exclusive lease with Mountain Sports and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Lessor** hereby agrees to lease to **Lessee** and **Lessee** hereby agrees to lease from **Lessor**, for the term herein after provided, and any extensions thereafter, and upon the term and conditions set forth in this Agreement, the property described as a minimum of 1540 square feet within the Hogadon Basin Ski Area Lodge's lower level, hereinafter referred to as the "premises." It is more specifically described with the attached diagram of Hogadon Basin Ski Area Lodge's lower level (Exhibit A) which is made part of this Agreement.
- B. The "premises" is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the premises in its present condition.

2. PURPOSE:

- A. The demised premises are leased to **Lessee** for the sole and exclusive purpose of operating a snow sport rental business, including sales, rental, maintenance, and storage of related equipment. Provided however, **Lessee** shall not utilize the premises for the sale of food, service or rental of snowmobiles, or the provision of downhill lessons. Such business activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the premises.

3. TERM:

- A. The primary term of this Lease shall be for a period commencing November 22, 2022 to and including June 30, 2023 ("Primary Term"). The agreement shall renew automatically for additional one (1) year terms ending on June 30 of each year ("Extension Terms") unless either party terminates the agreement for cause, effective at the end of the term, by giving no less than ninety (90) days prior written notice to the other party. The Extension Terms of this Agreement will be subject to the same terms and conditions herein set forth. Automatic renewals will be limited to two (2) one-year periods, ending no later than June 30, 2025.
- B. Lessee shall provide an annual report to the City of Casper and to the City's Parks and Recreation Advisory Board. The report is to contain, at a minimum, all information contained in a sample report, attached to this Agreement as Exhibit B.

4. FEES:

- A. Lessee shall pay to the Lessor as rent for the leased premises, the sum of Two Hundred Fifty Dollars (\$250.00) a month. A separate fee of six percent (6%) of the gross receipts per month will also be charged for all business transacted at the ski area. Gross receipts are defined as total receipts less sales tax. All fees are due and payable to the City on or before the 15th day of any month of this Lease. Lessee's failure to pay Lessor the above described fee on or before the 15th day of any month of this Lease shall be considered a material breach and default by the Lessee of the terms and conditions of this Lease. All such rents shall be payable to the City at 200 North David Street, Casper, Wyoming, 82601.

5. EXCLUSIVITY :

- A. Lessee is hereby given the exclusive right to rent and sell the pre-mentioned items listed in section 2, within the confines of Hogadon Basin Ski Area. Any other vendors of the listed items will not be permitted to operate within the confines of Hogadon Basin Ski Area.

6. SEASON PASSES;

- A. Lessee shall pay the City Four Hundred Dollars (\$400.00), at the start of each winter ski season, for lift privileges for Lessee and Lessee's employees while actively employed by the Lessee, at the demised premises, during the ski season. Lessee shall notify Hogadon Basin Ski Area staff immediately when an employee is no longer actively employed as to warrant free lift privileges, and when an employee is added to the actively employed list.

7. ASSIGNMENT/SUBLEASING:

A. Lessee may assign this Lease in whole or part to a qualified assignee subject to written consent of the Lessor, which will not be unreasonably withheld. In the event the Lessee wishes to sublease or permanently close, it is agreed that the Lessor shall have the first right of refusal to purchase all assets (fixtures, equipment, and inventory) related to the snow sport rental business on the premises, at fair market value, in order to operate the snow sport rental business as an enterprise of the City of Casper.

8. INVENTORY:

A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before June 1 of each term of this Agreement, the Lessor and the Lessee shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Lessor and those belonging to the Lessee on the leased premises. Lessee shall not remove any Lessor owned equipment from the facilities without express written permission from the Parks and Recreation Department Director or his/her designee.

9. TAXES AND ASSESSMENTS:

A. Lessee agrees to pay all applicable local, state, and federal taxes due and owing as a result of Lessee's performance and activities under this Agreement.

10. NON-DISCRIMINATION:

A. The Lessee agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

11. LAWS AND REGULATIONS:

A. Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, for the making of repairs, additions, alterations, or improvements.

12. INSURANCE, INDEMNIFICATION, AND IMMUNITY:

A. Lessor shall obtain and maintain, at its expense, property insurance covering the Hogadon Basin Ski Area Lodge and Lessor owned property within the Lodge,

including insurance against loss or damage that may arise from or in connection with the Lessee's operation and use of the leased premises.

B. Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

C. *Minimum Scope and Limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.

2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

D. *Property insurance* against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

E. *Higher Limits:* If the Lessee maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

F. *Other Insurance Provisions:*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status:*

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage:*

For any claims related to this contract, the **Lessee's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Lessee's** insurance and shall not contribute with it.

3. *Notice of Cancellation:*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4. *Waiver of Subrogation:*

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said **Lessee** may acquire against the City by virtue of the payment of any loss under such insurance. **Lessee** agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Acceptability of Insurers:*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Casper.

6. *Self-Insured Retentions:*

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the **Lessee** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the **Lessee** shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

Lessee shall furnish the **Lessor** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Lessor** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Lessee's** obligation to provide them. The **Lessor** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

Lessor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

Lessee shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and **Lessee** shall ensure that the **Lessor** is an additional insured on insurance required from Subcontractors.

G. *Indemnification:*

Lessee agrees to indemnify the **Lessor**, the **Lessor's** employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the **Lessee** and/or any subcontractor thereof.

13. **USE OPERATIONS PLAN:**

- A. The **Lessee**, prior to the start of each ski season through the duration of this Lease, shall submit a Use Operations Plan to the Parks, Recreation, & Public Facilities

Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease. In the event the Parks, Recreation, & Public Facilities Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. ADVERTISING:

- A. Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the City of advertising material shall not constitute a waiver of Lessee obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the City harmless with respect to all claims without cost to the City.
- B. The Lessor will be entitled to 5% of the agreed upon advertising fee per sign/banner. Lessee will be responsible for the full payment of 5% of the advertising fee in the agreement term. In the event of Lessee's failure to pay Lessor within seven (7) days of the end of this Agreement, the Lessee's lease shall be considered a default by the Lessee of the terms and conditions of this Agreement. The terms of the advertising fee agreement, fee structure and term limit will be approved by the Parks, Recreation, & Public Facilities Director or its designee.
- C. Lessee agrees to participate and work in cooperation with the Lessor, Ski Area Management, Casper Mountain Snow Sports School, and Casper Mountain Racers to assist in mutually beneficial advertising, marketing, and promotional ski packaging efforts.
- D. The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

15. RIGHT TO ENTRY:

- A. The Lessor reserves the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections. Lessee will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany Lessor's representative during such inspections. All installed door locks on the premises will remain consistent with the City's master lock systems.

16. MAINTENANCE:

- A. **Lessor**, at its expense, shall be responsible at all times for maintaining and keeping in good repair, and replacing if necessary, all structural components of the property, building, and grounds thereof, including the roof and exterior walls of the Premises. **Lessor** shall be responsible for any costs associated with keeping in good repair all of the major building operating systems on the Premises, including electrical systems, heating, ventilation, cooling, sanitary sewer service lines, plumbing systems and lines, water distribution lines, and restroom fixtures. **Lessor** shall be responsible for costs associated with the exterior of the building, including the parking area. **Lessor** shall be responsible to maintain and repair all exterior entrance/egress doors, closures, and locks and will provide **Lessee** with five (5) keys to the leased premises. Costs to re-key the facility due to loss of keys provided to the **Lessee** will be borne by the **Lessee**. **Lessee** shall be responsible for any damage caused by the **Lessee** or its employees, agents, servants, invitees, contractors, or subcontractors.
- B. **Lessee** shall, during the term of this Agreement, keep the leased premises in good appearance, order, and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect its customers and staff, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. **Lessee** shall be responsible for the removal and proper disposal of all litter and debris resulting from the conduct of the operation. The **Lessee** shall repair all damages that occur as a result of its operation within the demised premises during the Lease term. The **Lessee** must receive consent of the **Lessor** prior to any scheduled repairs.
- C. The **Lessor** shall make arrangements with the **Lessee** to perform two (2) formal walk-through inspections of the facility, one each to occur in the spring and fall. The spring and fall walk-through inspections will each have at least one representative of the **Lessee** and one representative of the **Lessor** in attendance. The representatives will review the physical conditions and cleanliness of the premises. A report detailing any problems will be produced by the **Lessor** and delivered to the **Lessee**. The **Lessee** and the **Lessor** will develop a mutually agreed upon schedule for addressing any identified problems.

17. ADDITIONS, ALTERATION, AND IMPROVEMENTS

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Parks, Recreation, & Public Facilities

Director or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.

- C. Lessee may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks, Recreation, & Public Facilities Director or its designee.

18. UTILITIES

- A. Lessor shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, gas, water, and an integrated phone system for the Hogadon Basin Ski Lodge. Lessee shall, at its own cost and expense, provide internet service and related equipment as utilized for the operation of its business.

19. DEFAULT:

- A. In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within fifteen (15) days after such notice, then Lessor may, by written notice to Lessee, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor.
- B. Upon such termination, Lessor shall be entitled to possession of the leased premises and all permanent improvements therein made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the leased premises and all other permanent improvements therein made by Lessee. If Lessee shall refuse to surrender and deliver upon the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or

early termination of the term of this Agreement or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. In the event of partial destruction of the Premises, Lessee shall be entitled to a proportionate reduction of rent while repairs are being made by the Lessor, provided the partial destruction is not the fault of the Lessee. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by the Lessee. If the Premises are damaged by fire or other casualty, which makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by the Lessee, provided the destruction is not the fault of the Lessee.
- B. Provided the destruction is not the fault of the Lessee, in the event of destruction of the Premises to such an extent that Lessee can no longer use the Premises, Lessee or Lessor shall be entitled to immediately terminate this Lease, and Lessee shall be entitled to withhold rent.
- C. If the partial or total destruction of the Premises is the fault of the Lessee, Lessee shall repair, rebuild or reimburse the Lessor to an equal to or better condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. Lessee shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee, and becomes the Lessor's at its option.

23. ON-SITE MANAGEMENT:

- A. The Lessee will ensure that the on-site manager and staff follows all appropriate customer service guidelines and maintains an appropriate professional rental service atmosphere and operation, as to limit the number of customer complaints associated with the rental operation. The Lessor reserves the right of intervention concerning any unresolved customer service disputes, the resolution(s) of which shall be in the best interest of all parties involved. The intent of which is to provide the customer with the best possible customer service, within reasonable resources of the Lessee and the Lessor.

24. RENTAL EQUIPMENT INVENTORY:

A. Lessee agrees to keep current technology models and adequate numbers of ski equipment, rental supplies (poles, boots, skis, snowboards, and associated accessories), with a 20 -25% current equipment turnover rate to accommodate an annual recreational skiing public of approximately 20,000 skier visits. Lessee may use the premises for off-season storage of this equipment and fixtures that are a part of the regular rental operation. When off-season maintenance and improvements are required by Lessor, in the rental facility, Lessee will cooperate with the Lessor in any required moving of stored equipment and fixtures.

25. BUSINESS RECORDS:

A. Lessee shall, with respect to all business transacted at or for the Hogadon Basin Ski Area, keep true and accurate accounts, records, books, and data which shall, among other things, show all sales made and services performed for cash, credit, or otherwise (without regard to whether paid or not), and also gross receipts of said business and the aggregate amount of sales and services and orders and of all Lessee's business expenses upon the leased premises.

B. Lessor and its agents shall have the right, at all reasonable times, to inspect and examine such records at the leased premises; including, but not limited to, cash receipts, books and other data to confirm gross receipts. Upon request, Lessee shall furnish the Lessor with financial statements showing all income and expenses incurred during the term(s) of the Lease Agreement.

26. NOTICE:

A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Parks Division
1800 East K Street
Casper, Wyoming 82601

Mountain Sports
Attn: Bruce Lamberson
543 South Center Street
Casper, Wyoming 82601

27. WAIVER:

A. No failure by Lessor to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Lease required to be performed by Lessee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by Lessor. No waiver of any breach shall affect or alter any term or condition of this

Lease, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

28. ENVIRONMENTAL COMPLIANCE:

- A. Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or groundwater at or near the property. Lessee shall manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.
- B. Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

29. GOVERNING LAW:

A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

30. MISCELLANEOUS COVENANTS:

A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.

B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

31. TERMINATION OF LEASE AGREEMENT:

A. The Lessor or the Lessee may terminate this Agreement for cause by providing not less than ninety (90) days written notice to the other party of intent to terminate said Agreement. Failure to conform, perform, or comply with any of the material terms, conditions, or agreements hereof, shall be deemed cause for termination of the Agreement. Notwithstanding the above, the Lessee shall not be relieved of liability to the Lessor through damages sustained by the Lessee, by virtue of termination of the Agreement by the Lessee or any breach of the Agreement by the Lessee.

32. WYOMING GOVERNMENTAL CLAIMS ACT:

A. The Lessor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Lessor specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

33. NO THIRD PARTY BENEFICIARY RIGHTS:

A. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement or to bring an action for the breach of this Agreement.

34. ENTIRE AGREEMENT:

A. This Agreement contains the entire agreement between the parties and it is agreed that neither Lessor nor anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in

conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of Lessor shall be implied in addition to the obligations herein expressed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walton Tremel

ATTEST:

Fleur Tremel
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

LESSEE:

Mountain Sports
543 South Center Street
Casper, WY 82601

WITNESS:

By: _____
Title: _____

DocuSigned by:
Bruce Lamberson
380A46C31E204A2...
By: Bruce Lamberson
Title: President, Mountain Sports, Inc

EXHIBIT A

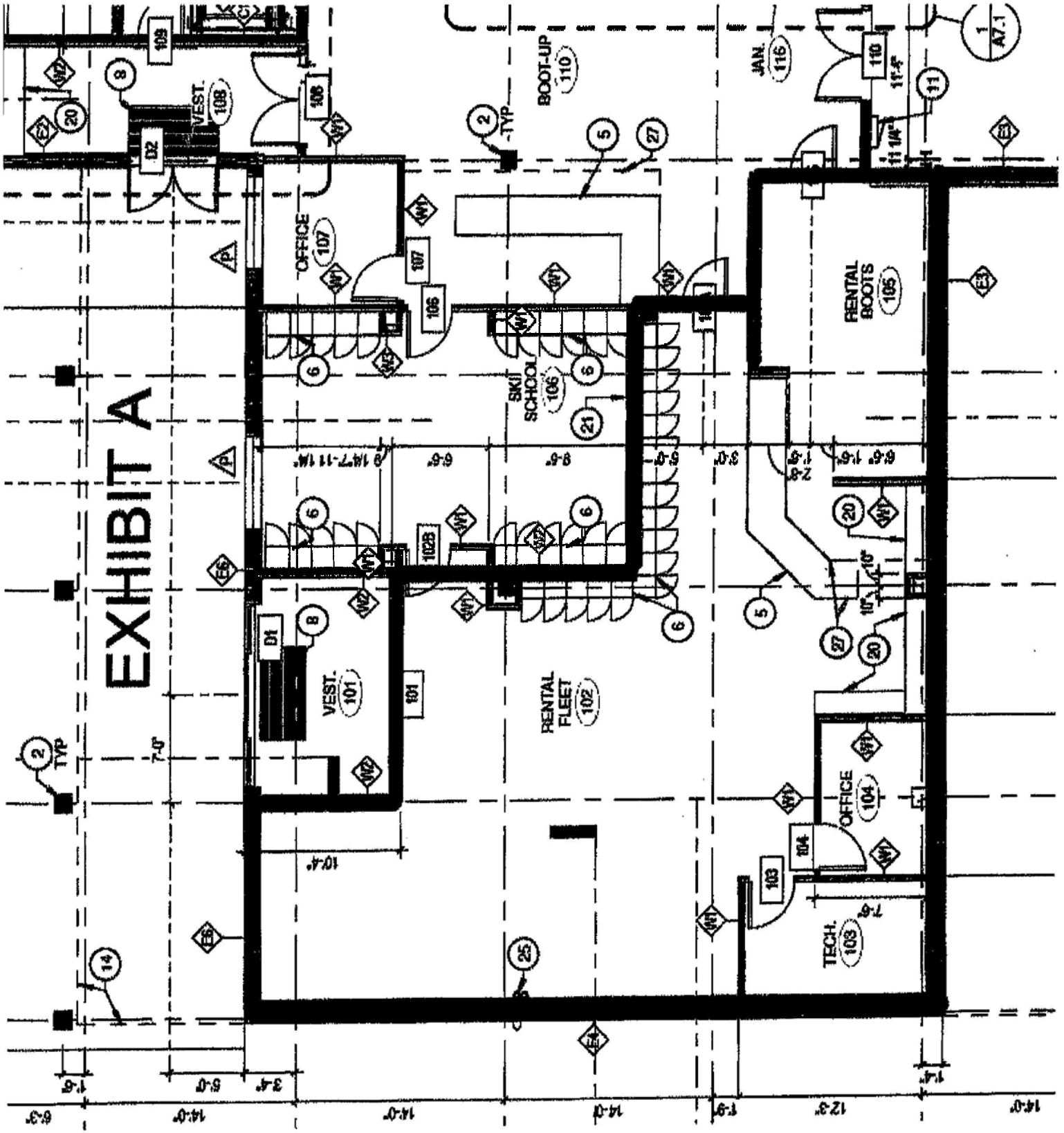


EXHIBIT B

CITY OF CASPER LEISURE SERVICES ADVISORY BOARD USER GROUP ANNUAL REPORT

1. Name of Group: Mountain Sports Rental Shop
2. City Facility(s) Used: Hogadon Ski Area
3. Description of Program (Include number and ages of participants):
Ski & snowboard rentals, accessory sales & repair

4. Board of Directors (Attach current list of Board Members, including addresses and phone numbers)
5. A. Specific person for the City to contact:
Name: Bruce Lamberson
Title: President
Mailing Address: 543 S Center St., Casper, WY 82601
Email Address: Buce@wyomap.com
Daytime Phone: 307-266-1136 Other Phone: 307-267-6364
6. Schedule of Program Operation (Include specific months, days and hours that City facilities are needed):
Winter months when Hogadon is open
7. Financial Information: Attached .
8. Listing of minor and major improvements that are needed at the facility. Present priorities and costs. (Attach on separate list if necessary): none noted

RESOLUTION NO. 22-228

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF CASPER AND MOUNTAIN
SPORTS.

WHEREAS, the City of Casper is the owner of the Hogadon Basin Ski Area and all the facilities and fixtures thereof; and,

WHEREAS, Mountain Sports has expressed an interest in operating within the Hogadon Basin Ski Area Lodge's lower level to provide renting and sales of ski equipment to the general public; and,

WHEREAS, Mountain Sports, is ready, willing and able to operate the Hogadon Basin Ski Area Lodge's lower level to provide renting and sales of ski equipment to the general public; and,

WHEREAS, the City of Casper desires to enter into a Lease Agreement with Mountain Sports to provide renting and sales of ski equipment to the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement with the Mountain Sports, for the operation of a portion of the Hogadon Basin Ski Lodge lower level as described in the Lease Agreement.

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

APPROVED AS TO FORM:




ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

December 5, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
 Jolene Martinez, Assistant to the City Manager
 Alex Sveda, P.E., City Engineer 
 Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing an Agreement with Crown Construction, LLC, in the Amount of \$214,070.00, for the North Platte River Pathway Replacement and Boat Ramp Installation, Project No. 21-056.

Meeting Type & Date
 Regular Council Meeting
 December 20, 2022

Action type
 Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Crown Construction, LLC, for construction of the North Platte River Pathway Replacement and Boat Ramp Installation, Project No. 21-056, for the base bid amount of \$214,070.00. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$10,930.00, for a total project amount of \$225,000.00.

Summary

On November 22, 2022, bids were received from five (5) contractors for construction of the North Platte River Pathway Replacement and Boat Ramp Installation. The bids for the work were as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Crown Construction	Mills, Wyoming	\$214,070.00
71 Construction	Casper, Wyoming	\$233,338.00
Wayne Coleman Construction	Mills, Wyoming	\$245,307.00
Andreen Hunt Construction	Mills, Wyoming	\$326,490.00
Knife River, Inc.	Casper, Wyoming	\$540,917.50

The City Engineering Office cost estimate for the project was \$213,550.00.

In December of 2021, construction was completed on the North Platte River Restoration – 1st Street Reach Project. This project included full-scale channel restoration of the North Platte River between the Poplar Street Bridge and the BNSF Railroad Bridge for approximately one half mile of river restoration. At that time, funding constraints would not provide for certain

components of the project to be constructed, including the replacement of the pedestrian and bike pathway and the addition of a new boat ramp, parking lot, and access road. These enhancements to the full-scale river restoration project are partially funded with grant money and City of Casper personnel in-kind contributions. The City Engineering and Streets Divisions will contribute in-kind portions with respect to the project design (Engineering) and the construction of the parking lot and access road (Streets).

Plans for this project include replacement of the eight foot (8') wide asphalt pathway with a new ten foot (10') wide concrete pathway as well as a new concrete boat ramp between the First Street Bridge and the BNSF Railroad Bridge. Construction of the improvements is to be substantially complete by April 28, 2023.

Funding Considerations

Funding for the boat ramp and pathway will be from two (2) grants for the First Street Gateway project: (1) a Natrona County Recreation Joint Powers Board grant in the amount of \$48,508.27; and (2) a Land and Water Conservation Fund grant in the amount of \$ 176,491.73.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Resolution

Agreement

Bid Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 N. David Street, Casper, WY 82601, hereinafter referred to as the "Owner," and Crown Construction, LLC, PO Box 664, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to install upgrades to recreational facilities along the North Platte River; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the City of Casper, North Platte River Pathway Replacement & Boat Ramp Installation, Project No. 21-056.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the City of Casper, North Platte River Pathway Replacement & Boat Ramp Installation, Project No. 21-056.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper Engineering Office, 200 N. David, Casper, Wyoming, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by April 28, 2023, and completed and ready for final payment in accordance with Article 14 of the General Conditions by May 12, 2023.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1

for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Fourteen Thousand Seventy and 00/100 Dollars (\$214,070.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@casperwy.gov and City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Progress payments will be made in an amount equal to ninety five percent (95%) of the Work completed, and ninety five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, Final Payment.

5.1.3 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Article 14 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding fifty thousand dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Standard Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" – Standard Bid Form (Pages BF-1 to BF-4, inclusive) and Bid Schedule (BS-1).
- 8.4 Addenda No. 1.
- 8.5 Standard Performance and Labor and Material Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 Standard General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements, consisting of eight (8) sections.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.14 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions; on or after the effective date of this Agreement.
- 8.15 Certificate of Substantial Completion.

Crown Construction, LLC
N. Platte River Pathway & Boat Ramp, Proj. No. 21-056

8.16 Drawings: 2022 North Platte River Recreational Upgrades (8 Sheets)

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq. The Owner specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

(this space intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

(North Platte River Pathway Replacement & Boat Ramp Installation, Project 21-056)

Walter Tremel

DATED this _____ day of _____, 2022.

WITNESS:

CONTRACTOR:

Crown Construction, LLC

PO Box 664

Mills, Wyoming 82644

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING

A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM

PROJECT IDENTIFICATION: City of Casper
North Platte River Pathway Replacement & Boat Ramp
Installation
Project No. 21-056

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **March 18, 2023 (Boat Ramp), April 28, 2023 (Pathway)**, and completed and ready for final payment not later than **May 12, 2023**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will NOT be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u>11/18/2022</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 214,070.00

TOTAL BASE BID, IN WORDS: Two hundred fourteen thousand Seventy DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)

B. Itemized Bid Schedule.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder:

Crown Construction LLC
DD. Box 1014
Mills, WY 82144

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on November 22, 2022.

Bidder is bidding as a Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Crown Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

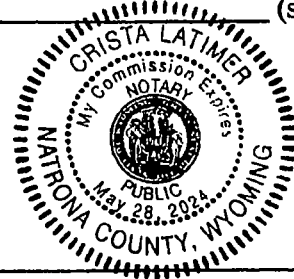
Wyoming
(State of Incorporation or Organization)

By: [Signature] (seal)

(Title) Public Notary

(Seal)

Attest: Crista Latimer



Business Address: Crown Construction
P.O. Box 664
Mills, WY 82644

Phone Number: 307-337-7069

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE - CROWN CONSTRUCTION
 North Platte River Pathway Replacement and Boat Ramp Installation
 City Project No. 21-056
 November 22, 2022 (11:00am)

Bid Item	Bid Item Descriptions	Units	Quantity	Unit Price	Extension
	BASE BID SCHEDULE				
1	Mobilization	LS	1	\$20,000.00	\$20,000.00
2	F&I New 10' Wide Concrete Pathway (5" Conc./4" Base)	LF	1570	\$95.00	\$149,150.00
3	Water Control for Boat Ramp Construction	LS	1	\$15,000.00	\$15,000.00
4	F&I New Concrete Boat Ramp (8" Conc./4" Base)	SF	1570	\$12.00	\$18,840.00
5	F&I New Concrete Toe Wall (2' High x 18" Wide)	LF	40	\$200.00	\$8,000.00
6	Furnish X-Walk Sign & Pole (City to Install)	EA	4	\$770.00	\$3,080.00
	BASE BID SCHEDULE TOTAL				\$214,070.00

RESOLUTION NO. 22-229

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE NORTH PLATTE RIVER PATHWAY REPLACEMENT AND BOAT RAMP INSTALLATION, PROJECT NO. 21-056.

WHEREAS, the City of Casper desires to replace the pathway and install a new boat ramp along the east bank of the North Platte River between the 1st Street Bridge and the BNSF Bridge; and,

WHEREAS, Crown Construction, LLC, is able and willing to provide those services specified as the North Platte River Pathway Replacement and Boat Ramp Installation, Project 21-056; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Ten Thousand Nine Hundred Thirty and 00/100 Dollars (\$10,930.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Crown Construction, LLC, for those services, in the amount of Two Hundred Fourteen Thousand Seventy and 00/100 Dollars (\$214,070.00).

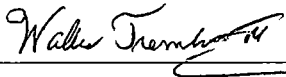
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Fourteen Thousand Seventy and 00/100 Dollars (\$214,070.00), and Ten Thousand Nine Hundred Thirty and 00/100 Dollars (\$10,930.00) for a construction contingency account, for a total price of Two Hundred Twenty-Five Thousand and 00/100 Dollars (\$225,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Nine Hundred Thirty and 00/100 Dollars (\$10,930.00), and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:

(North Platte River Pathway Replacement and Boat Ramp Installation, Project 21-056)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

November 30, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager

SUBJECT: Amendment No. 1 to the Contract for Professional Services with Holland and Hart, LLP for negotiating a new water contract with the United States Bureau of Reclamation.

Meeting Type & Date

Regular Council Meeting
December 20, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 to the Contract for Professional Services with Holland and Hart, LLP for negotiating a new water contract with the United States Bureau of Reclamation in an amount not to exceed \$36,000, for a total contract price of \$70,000.

Summary

The City of Casper (City) entered into a 40-year Water Service Contract (No. 2-07-70-W0534) with the Bureau of Reclamation (Reclamation) and the Casper-Alcova Irrigation District (District) on April 15, 1982. In accordance with the contract, Reclamation and the District agreed to supply the City with up to 7,000 acre-feet of water annually from the Kendrick Project water supply. The water supply was developed through conservation measures by a system improvement program. In return for this water supply, the City paid the District's repayment obligation to the United States and the City paid for the system improvement program.

The Tri-Party Agreement, Article 4, states that the contract may be renewed upon written request by the City. By letter dated October 30, 2018, the City notified Reclamation of its intent to renew the agreement. Since this time, the City and Reclamation have had preliminary discussions on moving forward with negotiations to define a new water service contract. During the required public comment period, Reclamation received comments that need to be addressed prior to issuance of an acceptable water contract.

Holland and Hart has extensive experience dealing with the complexity of water rights and water rights contracts and has been involved with this contracting process since the beginning. It will be advantageous to continue having them on our team as we work through the steps to obtain the new water contract.

The original completion date for services was May 31, 2022. Amendment No. 1 extends the project completion date to February 28, 2025. This extension will allow time for successfully obtaining the new water contract.

Financial Considerations

Funding for this amendment will come from the Water Fund Operations Budget.

Oversight/Project Responsibility

Bruce Martin, Public Utilities Manager

Attachments

Resolution

Contract Amendment

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this _____ day of December, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Holland & Hart, LLP, 2515 Warren Avenue, Suite 450, Cheyenne, Wyoming 82001 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. On April 27, 2021, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for providing legal services to assist with negotiating a new water contract with the United States Bureau of Reclamation.

B. The City desires to update the scope of services and amend the contract compensation amount.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART 1 – AGREEMENT.

A. Amendment to Exhibit “A”, shall be amended adding after Section 1.6, the following:

1.7 Provide legal services associated with the negotiation and finalization of the draft Bureau of Reclamation Water Services Contract, and

1.8 Provide legal services associated with the defense of the City’s anticipated application to the Wyoming State Engineer’s Office for a secondary water permit.

B. Part 1 Section 2 Time of Performance. The paragraph which begins with “The services of the Consultant...”, is deleted in its entirety and replaced with the following paragraph:

“The services of the Consultant shall be undertaken and completed on or before the 28th day of February, 2025.”

- C. Part 1 Section 3 Compensation. The paragraph which begins with “In consideration of the performance of services rendered under this Contract,” is deleted in its entirety and replaced with the following paragraph:

“In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed Seventy Thousand and 00/00 Dollars (\$70,000.00) billed monthly in accordance with the table below.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Amendment as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
Holland and Hart, LLP

By: _____

DocuSigned by:
Samuel Yemington
84C1E375E6084A6

Printed Name: _____

Printed Name: Samuel Yemington

Title: _____

Title: Attorney

RESOLUTION NO. 22-230

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH HOLLAND AND HART, LLP FOR PROVIDING LEGAL SERVICES.

WHEREAS, Holland and Hart, LLP, under a contract for professional services dated April 27, 2021, is providing legal services for assisting with negotiating a new water contract with the United States Bureau of Reclamation; and,

WHEREAS, additional professional services outside the original scope of work are required for continued contract negotiations; and,

WHEREAS, the City of Casper desires to extend the scope of work with Holland and Hart, LLP to provide these additional services; and,

WHEREAS, Holland and Hart, LLP is able and willing to provide those services as specified in Amendment No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Contract for Professional Services between the City of Casper and Holland and Hart, LLP for additional consulting services associated with negotiating a new water contract with the United States Bureau of Reclamation, in the amount of Thirty-Six Thousand Dollars (\$36,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Amendment, equal to an additional amount not to exceed Thirty-Six Thousand Dollars (\$36,000), for a total contract amount of Seventy Thousand Dollars (\$70,000).

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

December 15, 2022

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager 
SUBJECT: Authorize Employment Agreement with Eric K. Nelson as the City Attorney

Meeting Type & Date
Regular Council Meeting
December 20, 2022

Action type
Resolution

Recommendation
That Council, by resolution, authorize the Employment Agreement with Eric K. Nelson as the City Attorney effective January 23, 2023.

Financial Considerations
None.

Oversight/Project Responsibility
City Council

Attachments
Resolution
Employment Agreement

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
ERIC K. NELSON**

THIS EMPLOYMENT AGREEMENT is entered into and effective as of the date of the last party's signature affixed below, between the City of Casper, Wyoming, a Municipal Corporation, referred to herein as "City," and Eric K. Nelson, referred to herein as the "City Attorney."

In consideration of the mutual promises and covenants herein contained, the parties agree as set forth below.

SECTION I – DUTIES:

The City Attorney will commence their duties as City Attorney at 8:00 a.m. on January 23, 2023. The City Attorney's employment anniversary date for the purposes of this Agreement is January 23, 2023.

Except as detailed in Section III below, the City Attorney agrees to devote all of their business and professional time, skill, attention, and best efforts to the discharge of their duties, which include, but are not limited to, the following.

- A. Enforce and observe all laws of the United States, the State of Wyoming, the County of Natrona, and the ordinances, resolutions, and policies of the City.
- B. Attend all meetings of the Council and recommend necessary and expedient measures for the City.
- C. Perform all duties and services as set forth in the attached job description (incorporated by this reference) and any other duties as directed by the Council.
- D. Prepare and submit to the Council all reports required by it or that the City Attorney may consider advisable.
- E. Keep the City Council fully advised regarding the City's litigation and liability.
- F. Recommend policy to the City Council that may be necessary for legal compliance.
- G. Administer and be responsible for the operations of the Office of the City Attorney, including the hiring and termination of Assistants and staff, and the internal operations of the Office. This includes advising the Council of the needs and operating conditions of the City Attorney's Office.

- H. Operate and administer the City Attorney's Office within the budget approved by the Council.
- I. Maintain continuous liaison with appropriate community groups, organizations, and individuals.
- J. Keep themselves fully informed on the state-of-the-art of the operations and legality of local government, devote their entire time to the services, employment, and requirements of the City.
- K. Continuously reside within the Casper City Limits.

The City Attorney shall not engage in the practice of law outside their duties as City Attorney, and shall at all times be and remain a member in good standing of the Wyoming State Bar.

SECTION II – PERFORMANCE EVALUATION:

- A. That Council may, in its discretion, review, and evaluate the performance of the City Attorney at least once annually, to be conducted in accordance with specific criteria developed by the Council. Any review shall be conducted by a third party facilitator hired in the discretion of the Council. The Mayor shall provide opportunity for the City Attorney to discuss the results of the evaluation with the Council.
- B. Periodically, the Council may define such goals and performance objectives which they determine necessary for the proper operation of the City, and to attain the Council's policy objectives. Any such goals and objectives shall be reduced to writing and be reasonably attainable. Such goals and objectives shall include reasonable and specified time deadlines or limitations, and any necessary appropriations.

SECTION III – SALARY AND BENEFITS:

If there is a conflict between the City of Casper Personnel Rules and Regulations Manual, as they may, from time to time, be amended, and this Agreement, the terms of this Agreement shall control the employment relationship.

As and for compensation and remunerations for the City Attorney's employment and services, the City shall:

- A. Provide City Attorney with an annual salary of One Hundred Fifty Thousand Six Hundred Eighty Five Dollars (\$150,685.00) (the "base salary"). Any change of the base salary shall require a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases as granted to all other full time, non-collective bargaining City employees without amending this Agreement.
 - a. In the event, at any time, all full time, non-collective bargaining City employee wages and salaries are reduced across the board, the City Attorney's then base

salary under this Agreement shall be reduced in a like percentage. **PROVIDED, HOWEVER,** if, at any time during the term of this Agreement, the City Council reduces the salary or other benefits of the City Attorney in a greater percentage than an applicable across-the-board reduction thereof for all other full time, non-collective bargaining City employees, the City Attorney may, at their option, by giving written notice thereof, be deemed terminated without cause and shall be entitled to severance benefits as provided in Section III, Q., of this Agreement, with "base salary" defined as the City Attorney's base salary as it existed immediately before any such reduction.

- B. Provide the opportunity to obtain medical insurance coverage equal to that provided to all other full time, non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- C. Provide a term life insurance policy in the amount double their annual salary, to a maximum of Four Hundred Thousand Dollars (\$400,000.00).
- D. Provide disability leave on the same basis as is provided to all other full time, non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- E. Provide short and long-term disability insurance on the same basis as provided to all other full time, non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- F. Provide vacation leave in accordance with the vacation accrual leave policy of the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- G. Provide a monthly car allowance of Four Hundred Fifty Dollars (\$450.00) in lieu of having a City-owned vehicle assigned to the Employee.
- H. Contribute on behalf of the City Attorney to the Wyoming Retirement System an amount equal to the City's share and the City Attorney's share as provided by the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended, and the Regulations of the Wyoming Retirement System, as they may, from time to time, be amended.
- I. Pay all expenses associated with membership in up to three (3) local civic organizations of the City Attorney's choice. In order to qualify for payment by the City of these memberships, they shall be budgeted accordingly. The City Attorney shall therefore notify City Council leadership reasonably in advance of incurring such expenses.
- J. Provide the City Attorney with a cellular phone allowance in the amount of Forty Dollars (\$40.00) per pay period.

- K. Pay for or reimburse the City Attorney for their required continuing legal education up to the amount of Two Thousand Two Hundred Dollars (\$2,200.00) annually, in accordance with the City Attorney's operating budget, as approved annually by City Council.
- L. Pay the base annual dues of the City Attorney to the Wyoming State Bar, or reimburse the City Attorney for such payment.

Further, the City Attorney shall be eligible for forty (40) hours of Administrative Leave commencing each January, in addition to other leave specified above. These hours are to be used during the calendar year and cannot be carried over or accumulated.

SECTION IV – SEPARATION AND SEVERANCE BENEFITS:

The City Attorney will not have, or acquire, any property or liberty interest or gift in continued employment by City. The City Attorney is employed on an at-will basis and shall serve at the pleasure of the Council. Their employment may be terminated, without or without cause or reason, at any time by a majority vote of the Council. Similarly, the City Attorney may leave employment with the City at any time, with or without cause or reason, subject to providing thirty days notice to the Council of such intent. By signing this Agreement, the City Attorney certifies and acknowledges that they have read this paragraph regarding their at-will status, and certifies, acknowledges, and agrees that their employment shall be subject to those terms.

A. Upon a separation in good standing, the City shall pay the City Attorney all accrued benefits the City Attorney is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement, as they may, from time to time, be amended. If Council terminates the City Attorney's employment without cause, it shall pay the City Attorney, in addition to any accrued benefits the City Attorney is entitled to up to the termination date of this Agreement, and under this Agreement, six months' severance pay of the City Attorney's then current base salary, payable in one lump sum. The parties acknowledge and agree that this payment is not pensionable under the Wyoming State Retirement System.

B. Upon a separation "for cause," the City Attorney shall not be entitled to the compensation and benefits provided for upon a separation in good standing.

1. For purposes of this Agreement, "for cause" for the termination of the City Attorney by Council shall include the following:

- a) Termination of employment due to bona fide charges against the City Attorney of nonfeasance, misfeasance, or malfeasance in office.
- b) Dishonesty involving City funds, assets or activities, or other actions which are injurious to the City's reputation or best interests.
- c) An act or omission by the City Attorney not done in good faith or which involves intentional misconduct or a knowing violation of law.

- d) An act by the City Attorney pursuant to which they derived an improper personal benefit.
- e) Conviction of the City Attorney for any criminal offense involving a felony, any crime of moral turpitude, or for any family violence, alcohol, or drug offense.
- f) Willful insubordination or willful refusal to follow a lawful directive of Council.
- g) Breach by the City Attorney of any of the terms of this Agreement.

2. In the event the City Attorney's separation from employment is to be with cause, the Council shall submit to the City Attorney a list of particulars setting forth such cause, or causes, and the City Attorney shall have an opportunity to respond and have a hearing before the Council. The subsequent decision of the Council shall be final and binding upon the parties.

SECTION V – CONFIDENTIALITY:

- A. The City Attorney acknowledges that they will have access to certain proprietary and confidential information of the City including, but not limited to, confidential personnel matters, negotiation strategies, legal matters, and financial information. The City Attorney agrees not to use or disclose any confidential information during the term of this Agreement or thereafter other than in connection with performing the City Attorney's services for the City in accordance with this Agreement.
- B. The City Attorney agrees that the restrictions set forth in this section are reasonable and necessary to protect the goodwill of the City. If any of the covenants set forth in this document are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.
- C. In the event of a breach or threatened breach by the City Attorney of the confidential and proprietary covenants in this Agreement, the City Attorney acknowledges that the City will be irreparably harmed and that monetary damages shall be an insufficient remedy to the City. Therefore, the City Attorney consents to enforcement of such covenants by means of temporary or permanent injunction and other appropriate equitable relief from any competent court in Natrona County, Wyoming, in addition to any other remedies the City may have under this Agreement or otherwise as provided by law.

SECTION VI – INTELLECTUAL PROPERTY:

- A. The Council has hired the City Attorney to work full time, dedicating all their professional efforts and duties to the City. Therefore, the parties acknowledge and agree that anything the City Attorney produces during the employment term is, and shall remain, the property of the City. Any writing, invention, design, system process, development, or discovery conceived, developed, created, or made by the City Attorney, alone or with others, within the scope of the City Attorney's employment, during the period of the employment

hereunder and applicable to the business of the City, whether or not patentable, registrable, or copyrightable, is and shall become the sole and exclusive property of the City.

- B. The City Attorney shall disclose the same promptly and completely to the Council and shall, during the period of the employment hereunder and at any time thereafter: 1) execute all documents requested by the Council for vesting in the City the entire right, title, and interest in and to the same; 2) execute all documents requested by the Council for filing such applications for and procuring patents, trademarks, service marks, or copyrights as the Council, in its sole discretion, may desire to prosecute; and, 3) give the Council and the City all assistance it may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain, and protect the City's rights therein.
- C. By signing this Agreement, the City Attorney agrees to not seek, or assist others in seeking, protection for, rights in, or ownership of any intellectual property as defined herein.

SECTION VII – POST-EMPLOYMENT OBLIGATIONS:

- A. CITY PROPERTY. Upon termination of this Agreement, the City Attorney shall promptly return to the City all property of the City in their possession.
- B. COOPERATION. The City Attorney agrees that both during and after their employment with the City, they shall, at the request of Council, render all assistance and perform all lawful acts that the Council considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client, or vendor of the City. Reasonable costs and time incurred by the City Attorney shall be paid by the City.
- C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof, and venue for any dispute regarding this Agreement shall be in the appropriate court located in Natrona County, Wyoming.

SECTION VIII – WAIVER:

Any waiver or consent by either party with respect to any term or provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of either party at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this Agreement or any other aspect of either party's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the right at a later time to enforce any such term or provision.

SECTION IX – GENERAL PROVISIONS:

This Agreement sets forth and contains the entire Agreement between the parties in respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written, between Council, any other representative of the City, and the City Attorney. No statements, promises, or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the parties.

This Agreement shall not be enlarged, modified, amended or altered unless in writing and signed by all of the parties hereto.

This Agreement shall be binding upon the parties hereto, their heirs, devisees, successors or personal representatives.

This Agreement, its rights, duties, responsibilities, and obligations, may not be assigned without the express, advance written consent of the other party.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all taxable costs as may be incurred in obtaining or enforcing any judgment or order entered in such action.

The City Attorney acknowledges and agrees they have had the full opportunity to and have conducted, to their satisfaction, an independent review of the financial, tax, and legal effects of this Agreement. The City Attorney acknowledges and agrees they have made an independent judgment about the financial, tax, and legal effects of this Agreement, and have not relied upon any representations of the City, its officers, agents, or employees regarding it, and execute it knowingly and voluntarily.

IN WITNESS WHEREOF, the City and City Attorney have executed this Agreement as of the dates indicated below.

THE CITY OF CASPER, WYOMING, a

Municipal Corporation

By: _____
Ray Pacheco, Mayor

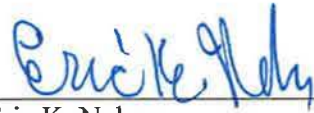
Date: _____

ATTEST:

City Clerk

Date: _____

NAME, City Attorney

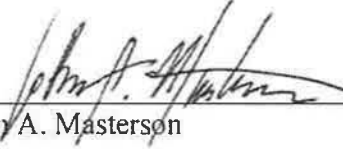


Eric K. Nelson

Date:



APPROVED AS TO FORM:



John A. Masterson

RESOLUTION NO. 22-231

A RESOLUTION EMPLOYING ERIC K. NELSON AS CASPER CITY ATTORNEY, AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT.

WHEREAS, Wyoming Statute 15-4-202 requires the governing body to employ a City Attorney; and,

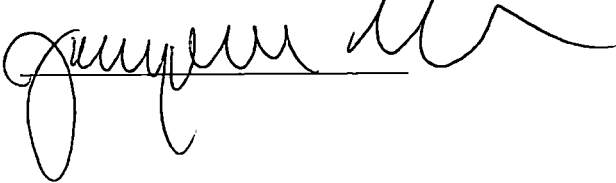
WHEREAS, the Casper City Council desires to employ Eric K. Nelson as the City Attorney for the City of Casper, effective at 8:00 a.m., January 23, 2023; and,

WHEREAS, it is the desire of the parties to commit to writing the duties, responsibilities, and conditions of employment of Eric K. Nelson as City Attorney, the terms of which have been delineated in the employment agreement heretofore submitted to Council for its consideration as part of the Agenda for its meeting on December 20, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That pursuant to Wyoming Statute 15-4-202, Eric K. Nelson is hereby employed as the Casper City Attorney, and the Mayor is authorized and directed to execute, and the City Clerk to attest, an employment agreement with Eric K. Nelson in the form submitted to the Council.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 30, 2022

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

FROM: Liz Becher, Community Development Director *LB*
Beth Address, MPO Supervisor
Renee Hardy, MPO Technician

SUBJECT: Westwinds Road Extension and Land Use Study Professional Services Contract in the amount of \$59,959.12

Meeting Type & Date:

Regular Council Meeting, December 20, 2022.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with T-O Engineers, Inc. for the Westwinds Road Extension and Land Use Study in an amount not to exceed \$59,959.12.

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 \$60,000.00 of matched federal funding for Westwinds Road Extension and Land Use Study.

The Westwinds Road Extension and Land Use Study will design a plan for the extension of Westwinds Road from its terminus in Bar Nunn to the Natrona County International Airport, supporting additional access and freight capacity. The study will examine cost estimates, right-of-way acquisition, access management standards, adjacent land use, and provide recommendations to the MPO, Natrona County, and the Town of Bar Nunn.

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 study was recommended by the 2021 Lathrop Road Traffic Study.

The Casper Area MPO released a Request for Proposals (RFP) on September 16, 2022. Three consulting firms responded with a proposal by the October 14, 2022, deadline. Staff from the Natrona County, WYDOT, the Natrona County International Airport, and the MPO reviewed the proposals, and on November 4, 2022, selected T-O Engineers, Inc. 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 June 30, 2023.

Financial Considerations:

The proposed contract shall not exceed \$59982.37. 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%	\$54,257.01
Local Match	9.51%	\$5,702.11
City of Casper	73.31%	\$4,180.22
Natrona County	15.80%	\$900.93
City of Mills	4.59%	\$261.73
Town of Evansville	3.37%	\$192.16
Town of Bar Nunn	2.93%	\$167.07
	Total	\$59,959.12

The Casper Area MPO Policy Committee approved the funding of \$60,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 16, 2022.

Oversight/Project Responsibility:

Beth Andress, 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. T-O Engineers, Inc. 2471 South Titanium Place, Meridian, Idaho 83642 (“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 Westwinds Road Extension and Land Use 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, Westwinds Road Extension and Land Use 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 June 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 Fifty-Nine Thousand Nine Hundred Fifty-Nine Dollars and Twelve Cents (\$59,959.12). 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 Six Thousand One Hundred Thirty-Three Dollars and Eight Cents (\$6,133.08) shall be paid as a percentage (13%) 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:

Walker Tremel

ATTEST:

Fleur Tremel
City Clerk

WITNESS:

By: _____

Printed name: _____

Title: _____

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Ray Pacheco
Mayor

T-O Engineers, Inc., as Consultant:

By: _____

Printed name: _____

Title: _____

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 Usced 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 Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of three (3) 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



MPO 23-04
Westwinds Road Extension and Land Use Study
Casper Area MPO
Project Completion Deadline: June 23, 2023

A. **Scope of Work.** The professional services to be provided by the Consultant under this Agreement shall be as necessary to complete a transportation planning study for the proposed extension of Westwinds Road in Natrona County, Wyoming. General services to be provided by the Consultant shall include the following:

(i) Project Management & Administration

(a) This task will include time to manage the project, including planning, organizing, securing, and scheduling resources to achieve the project goals and meet objectives. Additional items to be accomplished include compiling and sending additional information requested to related parties, maintaining project files, and other necessary day-to-day project coordination. Invoicing will also be included in this phase.

(ii) Data Collection

(a) Compile traffic data from existing sources such as average daily traffic volumes (ADT) and other traffic data available from the Casper Area MPO in addition to utilizing the StreetLight Data (SLD) platform to analyze the existing origin-destination travel patterns within the region.

- A. Ten (10) analysis zones will be utilized in SLD, with the boundaries and locations of those zones confirmed in coordination with Casper Area MPO staff. Data obtained from the SLD platform will be used to determine the existing trips in the regional transportation network that would likely divert onto the Westwinds Road extension once completed (e.g. trips that currently occur between I-25 north of Bar Nunn and US 20/26 west of the Casper/Natrona County International Airport). Data will be filtered by vehicle classification (general passenger vehicles, medium duty trucks, heavy duty trucks) and summarized for both the typical weekday and peak hour.
- B. Average daily traffic volumes and other historical traffic data would be utilized in tandem with data from SLD to provide additional insight into regional traffic patterns and estimate the existing trips that could divert onto the Westwinds Road extension.

(iii) Land Use & Traffic Analysis

(a) Land Use Scenarios. In concurrence with the Natrona County Development Plan, T-O will identify a mix of appropriate industrial zoning designations for a ½-mile "impact area" along the alignment of the Westwinds Road extension. Based on the zoning designations, T-O will estimate the total square footage of development potential within the impact area. The land use analysis will assume that the proposed Dinosolar project will proceed as is currently planned and that the land on which it is proposed will ultimately be developed as a utility-scale solar energy facility.

(b) **Traffic Forecasting.** Based on the land use assumptions, T-O will forecast the vehicular trips generated within the impact area. Trips will be forecasted using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, and adjusted as needed based on existing trip generation data within the Casper area. Based on the information gained from the Data Collection task, the existing trips within the region that could utilize Westwinds Road will be added to the new trips generated within the development impact area to determine the total traffic demand, in terms of both weekday and peak hour trips, on the Westwinds Road extension. This information will then be used to identify an appropriate number of through lanes along Westwinds Road to accommodate future travel demand.

(iv) Conceptual Design Development

(a) **Alternatives Screening.** T-O will develop an evaluation matrix to assess the relative benefits and costs for various roadway features and elements. The criteria to be evaluated for each feature will include initial construction costs, ongoing maintenance costs, safety, and mobility for all users (passenger vehicles, freight, and non-motorized users). The roadway features to be evaluated are anticipated to be as follows:

- A. The specific roadway alignment, in terms of both the overall length of the roadway as well as topographical constraints (e.g. steep grades)
- B. Crossing treatment types at Casper Creek and the BNSF railroad (e.g. at-grade rail crossing vs. overpass, length of bridge spans over Casper Creek)
- C. Types of facilities and accommodations for non-motorized users (e.g. sidewalks and bike lanes vs. multi-use paths, transit accommodations)
- D. Spacing and type of major intersections (e.g. traffic signals, roundabouts, stop-controlled) and minor access driveways along Westwinds Road
- E. Intersection types at connections to existing roads (CR 119 and the I-25 interchange), including a safety evaluation utilizing the Interactive Highway Safety Design Model (IHSDM) from the Federal Highway Administration (FHWA) to assess safety performance in a higher level of detail

(b) **ConceptStation Modeling.** Conceptual renderings of three (3) specific roadway alternatives for the Westwinds Road extension will be produced in Bentley ConceptStation software. The three roadway alternatives need not to be on unique alignments. These models will be utilized to articulate the tradeoffs associated with each alternative to the public and key stakeholders. In coordination with the Casper Area MPO and key stakeholders, a single preferred alignment will advance to conceptual design.

(c) **Conceptual Design.** T-O will develop a 20% design for the horizontal and vertical roadway geometrics and project features such as typical sections, roadside design including facilities for non-motorized users, and grading limits for the preferred alternative.

(d) **Cost Estimate.** T-O will develop a concept-level cost estimate in Excel format for the preferred alternative, including major bid items with estimated quantities and unit prices. Quantities will be derived from the ConceptStation model, and unit prices will be based on the most recent average low-bid unit price data available from WYDOT. The cost estimate will be based on 2023 dollars.

(v) Public Involvement

(a) **Public Involvement Plan.** T-O will draft a public involvement plan outlining the strategies, methods, and activities for involving key stakeholders and the public during this study. The public involvement plan will identify the key stakeholders to be included in the monthly steering committee meetings as well as the specific dates for the two public meetings.

(b) **Monthly Steering Committee Meetings.** In coordination with Casper Area MPO staff, T-O will engage with key individuals that represent the various stakeholders on the project and invite them to form a Steering Committee for the study. The committee shall meet monthly with T-O and Casper Area MPO staff so that progress can be shared and feedback can be incorporated into the decision-making process in real time. Meetings will be conducted virtually through Microsoft Teams or an equivalent software.

(c) **Public Meetings & Surveys.** T-O will plan, organize, schedule, advertise, and conduct two public meetings / input sessions with assistance from Casper Area MPO staff. The first public meeting will take place approximately six to eight weeks following the project kick-off date and would cover the purpose and need of the study, existing traffic data, and collect initial thoughts and feedback from the public regarding the Westwinds Road extension. The second meeting will be held in in May 2023 and is anticipated to be a formal presentation of the ultimate findings of the study. The timing of the second meeting will allow for a 30-day public comment period of the draft study report.

(vi) Report & QA/QC

(a) **Report.** A comprehensive report will be developed that documents the analysis and decision-making process involved with the study. Figures and exhibits will be included as necessary to visually convey study results and recommendations. The conceptual design and cost estimate for the roadway will also be included with the report.

(b) **QA/QC.** The report will undergo a thorough QA/QC process before being shared for initial public comment.

B. Data Available from the Casper Area MPO.

(i) The MPO will furnish to the Consultant all pertinent data which is available, including, but not limited to:

(a) **Previously completed plans, studies, and reports** within the vicinity of the Westwinds Road extension, such as the Antelope Drive and Salt Creek Highway Corridor Study, the Town of Bar Nunn transportation Plan, and the Natrona County Development Plan.

(b) **Historical traffic counts and crash data** along US 20-26, CR 119, the Westwinds Road / I-25 interchange, Salt Creek Highway, and other relevant roadways within the Casper / Bar Nunn area as necessary.

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 Westwinds Road Extension and Land Use Study; and,

WHEREAS, on November 4, 2022, the Consultant Selection Committee approved the hiring of T-O Engineers, Inc., 2471 South Titanium Place, Meridian, Idaho 83642, to complete the Westwinds Road Extension and Land Use Study; and,

WHEREAS, T-O Engineers, 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 T-O Engineers, Inc., to complete the Westwinds Road Extension and Land Use Study in accordance with the Agreement, for an amount not to exceed Fifty-Nine Thousand Nine Hundred Fifty-Nine Dollars and Twelve Cents (\$59,959.12).

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 T-O Engineers, 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, _____, am the _____ of and duly authorized representative of the firm of T-O Engineers, 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.

Date

Signature

Printed Name

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 _____) ss

COUNTY OF _____) ss

I, _____, 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: _____

Title

Subscribed in my presence and sworn to before me this _____ day of _____, 2022, by:

Notary Public

My Commission Expires

EXHIBIT "G"

FEE SCHEDULE

Natrona County, Wyoming Westwinds Road Land Use and Extension Study Project ID: MPO 23-04 Budget and Labor-Hour Estimate November 30, 2022				
A1	T-O ENGINEERS LABOR	Man-hour	Salary	Extension
G. Scott	Project Manager	212	\$39.24	\$8,318.88
B. White	Transportation Planner / QAQC	28	\$57.84	\$1,619.52
B. Yzaguirre	Land Use Planner	24	\$32.21	\$773.04
W. Werbelow	Design Lead	72	\$50.78	\$3,656.16
D. Spomer	Public Meeting Facilitator	24	\$88.85	\$2,132.40
K. Schuebel	CADD Tech.	140	\$26.00	\$3,640.00
T. Hansen	Administration	4	\$24.80	\$99.20
	Total Raw Labor	504		\$20,239.20
B1	OVERHEAD @ 133.1% x Raw Labor			\$26,938.38
C1	FCCM @ 0.40% x Raw Labor			\$80.96
D1	NET FEE @ 13% x (Raw Labor + Overhead)			\$6,133.08
	Total Labor			\$53,391.62
F1	DIRECT EXPENSES			
	Mileage (\$0.625/mile)	908	\$0.625	\$567.50
	Total Direct Expenses			\$567.50
G1	SUBCONSULTANTS			
	StreetLight Data			\$6,000.00
	Total Subconsultants			\$6,000.00
	TOTAL AMOUNT			<u>\$59,959.12</u>

Natrona County, Wyoming
 Westwinds Road Land Use and Extension Study
 Project ID: MPO 23-04
 Budget and Labor-Hour Estimate
 November 30, 2022

Task	Description	Man-hour	T-O Engineers							
			G. Scott Project Manager	B. White Transportation Planner / QA/QC	B. Yzaguirre Land Use Planner	W. Werbelow Design Lead	D. Spomer Public Meeting Facilitator	K. Schuebel CADD Tech	T. Hansen Administration	
i PROJECT MANAGEMENT & ADMINISTRATION										
i.a	File and Accounting Setup	4								4
i.b	Project Management	12	12							
	Total Project Management & Administration	16	12	0	0	0	0	0	0	4
ii DATA COLLECTION										
ii.a	Complie Traffic Data (ADT and StreetLight)	16	12	4						
	Total Data Collection	16	12	4	0	0	0	0	0	0
iii LAND USE & TRAFFIC ANALYSIS										
iii.a	Land Use Scenarios	24	8		16					
iii.b	Traffic Forecasting	12	8	4						
	Total Land Use & Traffic Analysis	36	16	4	16	0	0	0	0	0
iv CONCEPTUAL DESIGN DEVELOPMENT										
iv.a	Alternatives Screening	30	18	4		8				
iv.b	ConceptStation Modeling (3 Alternatives)	128	24			24			80	
iv.c	Conceptual Design	102	18			24			60	
iv.d	Cost Estimate	16	8			8				
	Total Conceptual Design Development	276	68	4	0	64	0	140	0	0
v PUBLIC INVOLVEMENT										
v.a	Public Involvement Plan	10	8					2		
v.b	Monthly Stakeholder Meetings	18	12					6		
v.c	First Public Meeting & Survey	20	12					8		
v.d	Second Public Meeting & Survey	20	12					8		
	Total Public Involvement	68	44	0	0	0	24	0	0	0
vi REPORT & QA/QC										
vi.a	Report	76	60		8	8				
vi.b	QA/QC	16		16						
	Total Report & QA/QC	92	60	16	8	8	0	0	0	0
Summary										
i	PROJECT MANAGEMENT & ADMINISTRATION	16	12	0	0	0	0	0	0	4
ii	DATA COLLECTION	16	12	4	0	0	0	0	0	0
iii	LAND USE & TRAFFIC ANALYSIS	36	16	4	16	0	0	0	0	0
iv	CONCEPTUAL DESIGN DEVELOPMENT	276	68	4	0	64	0	140	0	0
v	PUBLIC INVOLVEMENT	68	44	0	0	0	24	0	0	0
vi	REPORT & QA/QC	92	60	16	8	8	0	0	0	0
	Total Project	504	212	28	24	72	24	140	4	4
		100.0%	42.1%	5.6%	4.8%	14.3%	4.8%	27.8%	0.8%	

StreetLight InSight® Subscription Order Form

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:

T-O Engineers, LLC

Entity Type:

limited liability company

State of Incorporation

Idaho

Billing Contact Name:

Tabatha Hansen

Billing Email:

thansen@to-engineers.com

Billing Address

 2471 S. Titanium Pl.
 Meridian, Idaho 83642
 United States

Under the terms of the Agreement, accessible at <https://streetlightdata.egnyte.com/dl/Azx98uoD6S> of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

Product	Product Price	Tax	TOTAL
Advanced Analytics (1 - 10 Zones)	\$6,000.00	\$0.00 USD	\$6,000.00 \$6,000.00

StreetLight InSight® supports two types of zones, polygon and line zones. A polygon zone is the area comprising of finite chain of line segments closing in a loop to form a polygon. A line zone is a finite chain of points forming a line segment.

New Zones will count against the # of zones in Customer's Order the first time it is used in a project. Subsequent project runs with the same zone will not count against the zone quota. Any changes such as moving, adding, deleting points that change the spatial characteristics will be considered a new zone. Zones copied and re-uploaded without changing the spatial characteristics, or Zones with modified properties such as zone name, direction, pass-through, calibration information will not be considered new zones.

Product Special Terms

StreetLight acknowledges that the Subscribed Output will be shared with Casper Area Metropolitan Planning Organization (MPO) and its partner organizations (e.g. Natrona County, the City of Casper, etc.) for the Westwinds Road Extension and Land Use Study.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application.

Term

As of the Effective Date for a period of one year.

RESOLUTION NO. 22-232

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND T-O ENGINEERS, INC., FOR THE WESTWINDS ROAD EXTENSION AND LAND USE 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 Westwinds Road Extension and Land Use Study, not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in corridor planning and design on September 16, 2022; and,

WHEREAS, the Project Selection Committee selected T-O Engineers, Inc., on November 4, 2022, to complete Westwinds Road Extension and Land Use 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 T-O Engineers, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Fifty-Nine Thousand Nine Hundred Fifty-Nine Dollars and Twelve Cents (\$59,959.12) for the Westwinds Road Extension and Land Use Study.

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 2, 2022

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

FROM: Jill Johnson, CPA, Financial Services Director *JJ*
Brandy Coyle, Accounts Receivable Supervisor *BC*

SUBJECT: Authorizing a merchant agreement with DrivePayments, LLC, to set up the qualifying merchant account to transition the City of Casper Utility Account to a service fee model.

Meeting Type & Date:

Regular Council Meeting
December 20, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize a merchant agreement with DrivePayments, LLC.

Summary:

During the October 18, 2022 council meeting it was approved to move forward with changing the City of Casper utility merchant account to a service fee model, which would charge the processing/service fee to the customer instead of the City absorbing the fee for the customers who use credit/debit cards. This merchant agreement with DrivePayments, LLC will finalize that change.

Financial Considerations:

The FY23 budget for utility customer service credit card fees is \$120,000. The transition to the service fee model should be completed in January 2023, which is expected to reduce the estimated actual savings for FY23 to \$60,000 or ½ of the year for the utility accounts.

Oversight/Project Responsibility:

Brandy Coyle, Accounts Receivable Supervisor

Attachments:

Resolution
Agreement

DrivePayments Service Fee Model

Business Information

Legal Name:

CASPER, CITY OF

DBA:

Utilities SF - Casper City

Physical Address:

200 NORTH DAVID STREET, CASPER, WY 82601

EIN:

83-6000049

Signer:

J. Carter Napier

Title:

City Manager

Service Fee:

2.95% with \$2.00 minimum

The DrivePayments Service Fee Model assesses the end user a fee for the convenience of using an electronic payment. The Merchant listed above will pay no credit card processing fees to use this service.

Merchant Agreement

The Merchant Agreement you sign allows DrivePayments to set up a qualifying merchant account for your organization. DrivePayments, LLC is a registered ISO of Wells Fargo Bank and has been approved to facilitate these payments for qualifying organizations. DrivePayments is responsible for all fees associated with Merchant, however, TOS may be reviewed at drivepayments.com/legal (password: fee11!)

Merchant Account Fees

Merchant listed above understands all merchant/credit card fees will be paid for and handled by DrivePayments, LLC. If the following events occur, the merchant understands their account may be debited by CardConnect or DrivePayments, LLC.

PCI Compliance: PCI Compliance is required by all organizations who accept electronic payments. PCI helps to protect against fraud for your organization and your customers. Our solution makes this process very simple and only takes about 10 minutes (annually) to complete. If you do not complete your PCI Compliance, DrivePayments will debit your account monthly until resolved. As we are paying your merchant fees, we will simply pass the PCI penalty we are being assessed (currently, \$29.95/month).

Misc. Financial Adjustment: In the rare event of a chargeback or similar event where a customer's payment is withdrawn from DrivePayment's account, Merchant understands DrivePayments, LLC will debit merchant's bank account for said amount. Merchant will be notified of the details to remove any posted payments.

Required Documentation for Account Setup

- I. Signed merchant application
- II. Voided check or bank letter (if your bank requires an ACH identifier please use)
- III. Driver's license of officer/authorized representative*

*Section 326 of the USA PATRIOT Act requires all financial institutions to Know Your Customer. We simply need to verify the identity of the person opening the account.

(please submit any remaining documentation to help@drivepayments.com)

Signature: _____

Date: _____

Printed Name: _____

J. Carter Napier

Title: City Manager

CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee

N/A

Client Initials

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature

Date

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title

Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

PROCESSOR INFORMATION:

Name:

CardConnect LLC

Address:

1000 Continental Drive, Suite 300, King of Prussia, PA 19406

URL:

www.cardconnect.com

Customer Service #:

1-877-828-0720

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 17 of the TeleCheck Solutions Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A. 3 under "Additional Fee Information" and Section 16.2 of the TeleCheck Solutions Agreement.

9. Card Organization Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
- You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant

Print Client's Business Legal Name:

CASPER, CITY OF

By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions [version GenCP-WF-2408_PG_08.31.21] consisting of 44 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

[Signature line]

Title

Treasurer

Date

[Date line]

Please Print Name of Signer

J. Carter Napier

Amendment to Merchant Processing Agreement

1 Your Business Information

Merchant Identification #(s) _____
Your Legal Name: Casper, City of
First/Last Contact Name: J. Carter Napier
Title: Treasurer
Business Phone: 307-235-7568

2 What this Amendment Does

2.1 This Amendment amends the Program Terms and Conditions (the **Program Guide**) to your merchant processing agreement by:

(1) Adding the following Section 29.8 to the end of Section 29 (Confidentiality):

29.8 We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records.

(2) Deleting the first sentence of Section 30.1 and replacing it with the following:

30.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us.

(3) Deleting the last paragraph of Section 30.3 and replacing it with the following:

Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent.

Amendment to Merchant Processing Agreement

- (4) Deleting Section 32.4.1 and replacing it with the following:

32.4.1 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services (including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

- (5) Deleting Section 32.4.3 in its entirety;

- (6) Deleting the phrase "agree to indemnify and hold us and the Card Organizations harmless from and against" from Section 34.1 and replacing it with the phrase "are fully responsible for";

- (7) Deleting Sections 48.1 and 48.2 and replacing those Sections with the following:

48.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions).

48.2 Venue. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

- (8) Deleting Section 48.3 in its entirety.

- 2.2 Nothing in this Amendment or the Program Guide will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

3 Effective Date

This Amendment becomes effective as of the effective date of your merchant processing agreement.

Amendment to Merchant Processing Agreement

4 Amendment Approval

By signing below, you acknowledge that:

- You have read and understand this Amendment;
- You agree to comply with this Amendment; and
- You understand that if you sign this Amendment using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign this Amendment on behalf of the entity identified in Section 1.

Casper, City of

Merchant
By: _____
Signature
Name: **J. Carter Napier**
Print or Type
Title: **Treasurer City Manager**
Date: _____

CardConnect, LLC
By: _____
Signature
Name: _____
Print or Type
Title: _____

APPROVAL AS TO FORM

I have reviewed the DrivePayments Service Fee Model, Confirmation Page, and Amendment to Merchant Processing Agreement between the City of Casper, Wyoming, DrivePayments, LLC and CardConnect, LLC, and approve them as to form on behalf of the City of Casper, Wyoming.

Dated: 11/21/2022

A handwritten signature in blue ink, appearing to read "Wallace Trembath III", is written over a horizontal line.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 22-233

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MERCHANT AGREEMENT WITH DRIVEPAYMENTS, LLC, FOR THE SERVICE FEE MODEL – UTILITY CREDIT/DEBIT CARD PAYMENTS.

WHEREAS, the City of Casper desires to transition from the City absorbing the credit card fee to the customer paying the credit card fee (service fee model); and,


WHEREAS, the City of Casper desires to enter into an agreement with DrivePayments, LLC for charging all utility customers who pay with a credit/debit card a service fee; and,

WHEREAS, DrivePayments, LLC, is able and willing to implement this change to be effective January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute the amendment to the merchant processing agreement.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

December 7, 2022

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

FROM: Nicole Carlson, Human Resources Manager *NC*
Tracey L. Belser, Support Services Director *TLB*

SUBJECT: That Council, by Minute Action, Reappoint Greg B. Groves to a Three-year (3) Term as a Civil Service Commissioner, Effective January 1, 2023.

Meeting Type & Date:
Regular City Council Meeting
December 20, 2022

Action Type:
Minute Action

Recommendation:
That Council, by minute action, authorize the reappointment of Greg B. Groves to the Civil Service Commission for an additional three (3) year term expiring December 31, 2025.

Summary:
Pursuant to Wyoming State Statute 15-5-103, the Civil Service Commission consists of three (3) members who shall be appointed by the mayor and confirmed by the governing body. Each commissioner shall be a qualified elector of the city and serve for a three (3) year term. The appointment is a voluntary position.

Mr. Groves was initially appointed to the Civil Service Commission in January 2020. He is eligible for reappointment and desires to serve a second term. Since Mr. Groves was interested in serving another term, and other members of the Commission support Mr. Groves' reappointment, the position wasn't advertised. There is no requirement to advertise for this appointment request.

The recommendation by the Civil Service Commission is to reappoint:

- Greg B. Groves – three (3) year term, for a second term

Financial Considerations:
No Financial Considerations

Oversight/Project Responsibility
Heidi Rood, Human Resources Generalist

Attachments
None

December 13, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Reappoint Ronald Shosh, Jr., AIA, as the Architect to the Old
Yellowstone District Architectural Design Review Committee

Meeting Type & Date:

Regular Council Meeting, December 20, 2022.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, reappoint Ronald Shosh, Jr., AIA, as the Architect to the Old Yellowstone District Architectural Design Review Committee to a one (1) year term expiring December 31, 2023.

Summary:

The Form-Based Code, which was adopted for use in the redevelopment of the Old Yellowstone District, creates an Architectural Design Review Committee. The Committee reviews and approves architectural and site plan designs for development proposals. Persons wishing to rehabilitate, remodel, or build new buildings, parking lots, or signs within the redevelopment area are required to submit their proposal to the Committee before work can proceed.

The Architectural Design Review Committee recommends the reappointment of Mr. Shosh. The appointment is a voluntary position. Mr. Shosh's letter of interest and resume are attached.

In addition to the architect position that Mr. Shosh will fill, the Architectural Design Review Committee consists of the Community Development Director, Public Services Director, Chief Building Official, City Planner, Fire Department representative, and a member of the Casper City Council.

Oversight/Project Responsibility:

Liz Becher and Craig Collins oversee the Architectural Design Review Committee

Attachments:

Letter of Interest/Resume

November 7, 2022

Community Development Department
Attn: Liz Becher – Community Development Director
200 North David Street
Casper, WY 82601

Re: Old Yellowstone District
Design Review Committee Reappointment

Ms. Becher:

I am writing this letter of interest regarding my reappointment to the architectural member seat on the Old Yellowstone District Design Review Committee. I would like to submit my name for reappointment for this volunteer position. I believe the Old Yellowstone District has been and will continue to be a great opportunity for urban renewal in the City of Casper and the State of Wyoming. I would like to continue to contribute to this process with the OYD Design Review Committee.

EDUCATION - I attended the University of Michigan in Ann Arbor, Michigan from 1989 through 1997 and received a Bachelor's of Science in Architecture degree and a Master of Architecture degree.

REGISTRATIONS - I am a registered Architect in Wyoming, South Dakota, Utah and Michigan.

WORK EXPERIENCE - I consider myself a well-rounded Architect. My employment history entails working for Architectural Firms, Civil Engineers, Landscape Architects and County Government.

My architectural career began in June of 1993 as a Design Intern for the Wayne County Department of Public Service – Parks Division. I worked for two Landscape Architects focusing on municipal park design, riverfront restoration, brownfield reclamation and historic building renovations.

In May of 1995, I worked for Ayres, Lewis, Norris & May, a Civil Engineering firm. During my time here I learned a great deal about Civil Engineering and related architectural design.

In November of 1996, while attending college I worked part-time as an Intern Architect for a small architecture firm. After graduating college in 1997 I worked for a small international architecture firm. Both of these positions gave me the opportunity to learn the ins and outs of working with small firms in the private sector.

In July of 1998, I returned to where my career began and worked for the Wayne County Department of Public Service – Parks Division as a full-time employee. During my tenure at Wayne County, I served as Project Manager / Lead Architect overseeing an inventory of over 55 buildings within 6,000 acres of park property. A majority of these buildings were built in the early 1900's and were historically registered. A number of our projects were funded through grants which required working with the U.S. Army Corp of Engineers, Michigan Department of Transportation, Michigan Department of Environmental Quality, U.S. Fish and Wildlife Service and the National Park Service.

In February of 2007, I started working at Amundsen Associates here in Casper, Wyoming as a Project Architect. In 2012, I was named Principal Architect. While working at Amundsen Associates, I have had the opportunity to be involved in a number of great projects around Casper. These projects include Masterson Place, Studio City Mesa, Mesa Primary Care, Wyoming Ale Works, Central Wyoming Counseling Center, Casper Senior Center, Natrona County High School, Kelly Walsh High School, Casper College Student Union, and Casper College Residence Hall among others.

My work experience specific to the Old Yellowstone District includes multiple conceptual designs for The Lyric / Casper Civic Auditorium, construction documents for Ash Street Commons, a kitchen design for Yellowstone Garage, and code compliance plans for Gaslight Social.

AFFILIATIONS - I am a member of the American Institute of Architects and the National Council of Architectural Registration Boards.

PERSONAL BACKGROUND - After spending many years visiting family in Casper, my wife and I chose to settle down here in 2007. My wife grew up in Casper, and my mother and father-in-law still live here. We have three wonderful children who attend Natrona County public schools. Our family enjoys exploring remote areas of Wyoming and I fish on the North Platte River every chance I get.

I have attached my résumé for your use. If you have any questions regarding my résumé or letter of interest, please feel free to contact me at 307.259.9310 or via email at rshosh@amundsenassociates.com.

Thank you for your consideration.

Respectfully,

Ronald Shosh, Jr., AIA
Amundsen Associates
Principal Architect



RONALD SHOSH, JR., AIA, NCARB PRINCIPAL ARCHITECT

Ron Shosh has over 30 years of experience leading design, programming, planning and architectural efforts for new facilities, renovations and additions. Ron joined Amundsen Associates in 2007 and became Principal Architect in 2012. Prior to joining Amundsen Associates, Ron was the Lead Architect for Wayne County Parks for nine years. The projects listed below include Ron's experiences working as Project Manager, Project Architect, Lead Architect and Principal Architect.



EDUCATION

Master of Architecture,
University of Michigan

Bachelor of Science
in Architecture,
University of Michigan

REGISTRATIONS

Licensed Architect: Wyoming,
Utah, South Dakota and Michigan

AFFILIATIONS

American Institute of Architects
National Council of Architectural
Registration Boards

REFERENCES

Ronda Dabney - Former
Associate VP of Physicians
Practices
Wyoming Medical Center
rkdabbs2@hotmail.com
(307) 277-7838

Michele Carter – Former C.E.O.
Boys & Girls Club of Douglas
m_gibson3@hotmail.com
307-689-4930

Willie Noseep
V.P. Administrative Services
Central Wyoming Community College
wnoseep@cwcc.edu
307-855-2149

EXPERIENCE

Old Yellowstone District Projects

- The Lyric / Casper Civic Auditorium | Casper, WY
- Ash Street Commons | Casper, WY
- Gaslight Social Code Compliance | Casper, WY
- Yellowstone Garage Kitchen | Casper, WY

Adaptive Reuse / Historic Projects

- Casper Civic Auditorium Feasibility Study | Casper, WY
- Evansville Community Center | Casper, WY
- Historic Natrona County High School Renovation (in association) | Casper, WY
- Nankin Mills Interpretive Center Renovation (Henry Ford Facility) | Livonia, MI*
- Nankin Mills Barn (Henry Ford Facility) | Livonia, MI*
- Wayne County Parks Historically Registered Facilities | Wayne County, MI*

Renovation / Additions Projects

- Casper Senior Center | Casper, WY
- Wyoming Medical Center (multiple projects) | Casper, WY
- Casper College (Multiple Projects) | Casper, WY
- Wyoming Work Warehouse | Casper, WY
- Gottsche Rehab Center | Thermopolis, WY
- Central Wyoming Counseling Center | Casper, WY
- Evansville Community Center | Evansville, WY
- Douglas Housing Authority Irwin Towers | Douglas, WY
- Casper Orthopedics Renovation/Addition | Casper, WY
- Wyoming Ale Works | Casper, WY
- Old Chicago | Casper, WY

Commercial / New Construction Projects

- Masterson Place | Casper, WY
- Mesa Primary Care | Casper, WY
- Studio City Mesa | Casper, WY
- Hat Six Travel Plaza | Evansville, WY
- Boys & Girls Club of Douglas | Douglas, WY

*While at another firm

December 13, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Appointment of Randall W. Hein and Tammi Chappell; and reappointment of Carolyn Buff, Anthony Jacobsen, Maureen M. Lee, and Paul Yurkiewicz to the Casper Historic Preservation Commission

Meeting Type & Date:

Regular Council Meeting, January 3, 2023

Action Type:

Minute Action

Recommendation:

That Council, by minute action, appoint Randall W. Hein to fill the vacancy left by the resignation of Erich Frankland whose term expires December 31, 2023; appoint Tammi Chappell for a three (3) year term expiring December 31, 2025; and reappoint Carolyn Buff, Anthony Jacobsen, Maureen M. Lee, and Paul Yurkiewicz for three (3) year terms expiring December 31, 2025.

Summary:

This year there are six (6) openings for the Historic Preservation Commission. One (1) was created by the resignation of Erich Frankland and has a term expiring December 31, 2023. One (1) was created by the passing of Frank "Pinky" Ellis and has a term expiring December 31, 2025. The other four (4) are seats with terms expiring December 31, 2025 with current members expressing interest in continuing their roles/positions.

The City published notice requesting volunteers in the Casper Star-Tribune, on the City of Casper website, and on the Casper Historic Preservation Commission Facebook page during the last year and received interest from six (6) individuals. Letters of interest from all six (6) are attached for the Council's review.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Craig Collins, City Planner, is responsible for coordinating the Casper Historic Preservation Commission.

Attachments:

Copy of Public Notice
Letters of Interest/Application

Maureen M. Lee
P.O. Box 944
Evansville, Wyoming 82636
928.210.6022
western.ny.blonde@gmail.com

November 11, 2022

City of Casper
ATTN: Community Development Director
200 N. David Street, Suite 205
Casper, Wyoming 82601

RE: Historic Preservation Commission Opening

To Whom It May Concern:

Please allow this letter to serve as notice that I wish to continue to serve on the City's Historic Preservation Commission.

December 2022 concludes my second three-year term as a Commissioner. While serving my community I have enjoyed participating in, and witnessing, the impact the Commission has had on preserving Casper's oldest and most vulnerable historic properties.

The previous six years alone have seen many changes, particularly to downtown Casper, and I wish to remain involved with the Commission to serve my community, as well as to continue the passionate and important work that will always remain.

As an historian, author and genealogist it has been my life's work to preserve America's history through volunteerism, education and writing.

Please consider me for another term on the Historic Preservation Commission.

Respectfully,

Maureen M. Lee

October 4, 2022

City of Casper
Community Development Director
200 North David Street, Suite 205
Casper, WY 82601

Re: Historic Preservation Commission – Term Renewal

To Whom It May Concern,

I am writing this letter to state my interest in serving another term on the Casper Historic Preservation Commission.

I served on the CHPC from 2009-2017 and will finish my latest term 2019-2022 this December. I have enjoyed seeing the impact that CHPC has on the community and the awareness it can bring to educate people on the importance of saving historic fabric. As a licensed Architect, I have always been interested in saving historic buildings and either renovating them back to their old glory or repurposing them and breathing new life into them. History is an important part of any community and preservation of the important pieces help provide a base for everything else to build on. Casper has seen a lot of changes downtown during the past decade and I would love to continue to be a part of this growth.

I am interested in serving another term on the Historic Preservation Commission and believe my architectural background and love for historic preservation will continue to be a benefit to the Commission. Please consider me for the next member selection.

Respectfully,



Anthony R. Jacobsen
Architect
Stateline No. 7 Architects
444 South Center Street
Casper, WY 82601
Ph: 307-265-3611
ajacobsen@stateline7.com

Hein | Bond

November 10, 2022

Ms. Liz Becker, Community Director
City of Casper
200 North David Street, Suite 205
Casper, WY 82601

Re: Historic Preservation Commission Application

I'm writing this letter to re-apply for the position of commissioner on the Casper City Historic Preservation Commission. I've served as a commissioner and chairperson before for about ten years and would like to serve again. I really enjoyed serving on the commission a long time ago and have re-charged and may eventually replace my partner in the firm, Jeff Bond whenever he chooses to leave. I learned to appreciate all of the good work that the city and staff have been trying to accomplish over that time. I've missed being on the commission. I learn a lot, am open minded, solution oriented, and I try to do the right thing for the city and all of its people. I also think that I am a real asset to the position with my training and experience.

Thank you!

Sincerely,



Randall W. Hein

1617 Westridge Terrace
Casper WY 82604-3305
October 4, 2022

Casper City Council
200 N David St
Casper WY 82601

Council:

I am seeking reappointment to the Casper Historic Preservation Commission. My current term expires December 30, 2022.

There are some exciting plans being made and I would like to continue to be a part of them with an amazing group of people.

Please consider this letter as my request for reappointment to the CLG.

Thank you.

Carolyn M Buff
Carolyn M Buff

Historic Preservation Commission Renewal

I Paul, Member of the Historic preservation commission would like to have my term extended to assist with the duties of preserving our community.

I've spent much time growing our base of community involvement and making ourselves an active group for everybody.

I still believe in the protection of historic and archaeological resources associated with Casper's past and our preservation of the future.

During my next term, my plan is to continue to grow our community involvement as a group and latching ourselves to the historic community to become a stronger and more heard voice.

I also plan to keep working on our social media influence and presence in the historic community as group committed to working with others.

For these reasons I would like to continue my term and volunteerism for my community.

Paul Yurkiewicz

Letter of Interest

Good morning,

My name is Tammi Chappell, I would love to be considerate for the open Board position for the Casper Historic Preservation Commission.

Let me share a little about my love for Casper and its rich history. My family came to Casper in the 1960's. My grandparents raised 11 kids in the Casper area. Now I have around 200 family members in Casper. The history and preservation of Casper is so exciting to me. I love the old buildings from 1890-1950's, with each one being unique in look and style which tells a story of its time.

However, the most exciting part of the Casper's history is preserving the buildings' old structure while educating people on its true history with actual fun stories including its folklore. We have the coolest town when it comes to prohibition stories, and I would love to be part of bring it back to life again.

I met you all at the gathering with black tooth brewery and spent some time getting to know Connie and Paul, both of whom are very driven and sincere of our community, I am looking to expand my knowledge and help with our historic community and believe this is the way to do it!

Thank you for your consideration!

Tammi Chappell

307-315-2015

2144 S BOXELDER ST CASPER WY 82604

Public Service Opportunity – Multiple Commission/Board Openings!

The Casper City Council is accepting applications from interested Casper residents/citizens who wish to serve as a volunteer member of the Historic Preservation Commission.

Historic Preservation Commission:

The Historic Preservation Commission's purpose is to oversee local historic building/site preservation initiatives including conducting inventories of historic assets, proposing historic districts and sites, promoting awareness through a wide range of activities, and acting as advisors to public officials on issues related to historic preservation. The Casper Historic Preservation Commission is a board of eleven (11) volunteer citizens that each serve three (3) year terms. The Commission typically meets on the second Monday of every Month, at 8:30 am- 10:00 am at Casper City Hall; however extra meetings are sometimes scheduled as needs arise.

What to Do If You Are Interested:

If you are interested in participating in the rewarding and important work of the Historic Preservation Commission, please submit a letter of interest and/or resume outlining any relevant experience and the reasons that you would like to serve, to Liz Becher, Community Development Director, City of Casper, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or email subject line: "Public Service Opportunities." If you'd like to submit by email, please send to planning@casperwy.gov with the subject line notated as directed above. The deadline for applications is Friday, December 2nd, 2022.

Publish: Sunday, November 6, 2022- Casper Star-Tribune and;

Sunday, November 13, 2022- Casper Star-Tribune

December 20, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Ethan Yonker, Risk Manager
Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Casper's Council of People with Disabilities New Member Appointment

Meeting Type & Date

Council Meeting
December 20, 2022

Action type

Minute Action

Recommendation

That Council, by Minute Action, appoint one (1) new member to Casper's Council of People with Disabilities for a term of three (3) years beginning December 20, 2022.

Summary

Casper's Council of People with Disabilities (CCPD) bylaws require that the City Council advisory group maintain between twelve and sixteen active members. The CCPD solicited applications from interested community members from September 1, 2022 to September 15, 2022 to fill this voting member vacancies. Two applications were received after the application period, and there is currently one vacant seat for a voting member. The CCPD Chairperson recommends the appointment of the one (1) individual by City Council. The recommended appointee is:

1. Charles Fritz

Financial Considerations

None

Oversight/Project Responsibility

CCPD Chair and City of Casper CCPD Representative(s)

Attachments

CCPD Officer and Membership List

ROSTER - Casper's Council of People with Disabilities - Eff December 20, 2022
CCPD By-Laws require between 12-16 voting members.

Voting Members:

<u>Name</u>	<u>Role</u>	<u>Initial</u>	<u>Term</u>	<u>Length</u>
1 Ardell Breed	Member			3 year
2 Austin Berlin	Chairperson			2 year
3 Bonnie Wilson	Vice-Chair			2 year
4 Copper Mack	Member			3 year
5 DeOndra White	Member			3 year
6 Ethan Yonker	Treasurer			permanent
7 John Wall	Member			2 year
8 Linda Jones	Member			3 year
9 Maria "Masha" Flinn	Secretary			2 year
10 Marty Wood	Member			3 year
11 Maureen Barnes	Member			3 year
12 Stephanie Singer	Member			3 year
13 Scotia Sutherland	Member			3 year
14 Jenny Miller	Member			3 year
15 Dawn Lacko	Member			3 year
16 Vacant	Member			

CCPD Liaison & Alternates

Ray Pacheco	Council Liaison	2 year
Matthew Kowalski	Council Liaison	permanent
Nicole "Nikki" Green	Council Liaison	permanent
Liz Becher	Council Liaison	permanent
Zulima Lopez	Council Liaison	permanent
Scott Dresher	Council Liaison	permanent

December 2, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Six (6) New Portable Vehicle/Equipment Lifts in the Total Amount of \$77,000.00, Before Trade, \$75,000.00 After Trade, for Use by Fleet Division of the Support Services Department.

Meeting Type & Date
 Regular Council Meeting
 December 20, 2022

Action type
 Minute Action

Recommendation
 That Council, by minute action, authorize the purchase of six (6) new portable vehicle/equipment lifts in the total amount of \$75,000.00, after trade, for use by the Fleet Division of the Support Services Department. The total amount budgeted for this project is \$75,000.00.

Summary
 On September 14, 2022 bids were publicly open for the purchase of six (6) new portable vehicle/equipment lifts. Two (2) bids were received. Portable lifts can be used on any flat surfaced area, they can even be used outdoors should it be required. The City's fleet maintenance facility needs six (6) portable lifts to lift the tandem axle trucks assigned to Fire, Streets, Water, and Solid Waste which takes two portable (2) lifts per axle. Each portable lift can lift 19,000 lbs., allowing staff to safely maneuver under all the City's equipment including the large ladder truck in the Casper Fire Department.

Six (6) additional portable lifts will be purchased each fiscal year for three (3) more years to replace the three (3) outdated in-ground cylinder lifts that require considerable maintenance and have been used since 1987. When the older in-ground lifts are removed, large cylinders filled with hydraulic fluid must be safely and legally removed, ground testing is performed for any leakage of fluids, and then the holes are capped with concrete allowing the flat space for the new portables to be used. The additional six (6) portable lifts are spread out due to the process of removing the older in-ground lifts.

The trade being used for this purchase is an Ammco Brake Lathe Machine that is no longer used by Fleet staff.

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>
(6) Portable Lifts	NAPA Casper, WY	\$76,675.00	\$1,675.00	\$75,000.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-Ins</u>	<u>Total</u>
(6) Portable Lifts	Gray Mfg., St. Joseph, MO	\$77,481.00	\$1,400.00	\$76,081.00

The recommended purchase of the six (6) new portable vehicle/equipment lifts from NAPA 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 and have oversight of this purchase.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
August 5, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., September 14, 2022** for the following:

Six (6) New **19,000lb portable lifts**, to be used by Fleet Services.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing of six (6) new 19,000lb portable lifts, to be used by Fleet Services. The portable lifts shall be new, complete and ready for service, as specified.

SPECIFICATIONS

Size

19,000lb portable column lift x 6

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 PURCHASING
SIX (6) NEW PORTABLE LIFTS
FOR
FLEET SERVICES**

Proposal of (Name) _____
(Address) _____

to furnish portable lifts as specified for the City of Casper, Wyoming, in accordance with specifications dated August, 5 2022.

BID ITEM: _____
Description: _____

- I. Price bid for Six (6) new portable lifts \$ _____
- II. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

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
SIX (6) NEW PORTABLE LIFTS
(Approved by the City Attorney, 2014)
Dated the 5th day of August 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.

December 2, 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 Four (4) New Midsize Unmarked Police Utility Vehicles in the Total Amount of \$166,940.00, Before Trades, \$159,940.00 After Trades, for Use by the Casper Police Department.

Meeting Type & Date
Regular Council Meeting
December 20, 2022

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of four (4) new midsize unmarked police utility vehicles in the total amount of \$166,940.00, before trades, \$159,940.00 after trades, for use by the Casper Police Department. The total amount budgeted for this project is \$159,728.00. The remaining \$212.00 needed to complete this project will be transferred from available funds in the twelve (12) midsize marked police vehicle purchase project that was recently approved.

Summary

On November 11, 2022 bids were publicly open for the new midsize unmarked police vehicles. Two (2) bids were received. This purchase will involve trading in four (4) older 2013 police vehicles that have met requirements for replacement, adding no additional units to the fleet. The trades are:

- Unit 101203 – 2013 Ford Taurus – 10 years of age, 91,000 miles, and \$32,073.00 in maintenance costs.
- Unit 101204 – 2013 Ford Taurus – 10 years of age, 88,000 miles, and \$23,003.00 in maintenance costs.
- Unit 101210 – 2013 Ford Taurus – 10 years of age, 84,000 miles, and \$34,649.00 in maintenance costs.
- Unit 101245 – 2013 Ford Explorer – 10 years of age, 85,000 miles, and \$20,871.00 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>Amount</u>	<u>Trade-Ins</u>	<u>Total</u>
(4) Midsize Utility Police Vehicles	Ken Garff Auto Cheyenne, WY	\$166,940.00	\$7,000.00	\$159,940.00

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-Ins</u>	<u>Total</u>
(4) Midsize Utility Police Vehicles	Greiner Ford Casper, WY	\$170,436.00	\$4,000.00	\$166,436.00

Staff was unable to locate a similar option off the Wyoming State bid for a “piggyback” type bid.

The recommended purchase of the four (4) midsize unmarked police utility vehicles from Ken Garff Auto 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 Taylor Gilbert, Police Fleet Coordinator, after the equipment is received.

Attachments

Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
October 13, 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., November 11, 2022** for the following:

Four (4) new **Mid-Size Utility Vehicle**, to be used in the Casper Police Department;

General
Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of Four (4) new **Mid-Size Utility Vehicles**, to be used in the Casper Police Department. These units shall be new with less than fifteen hundred (500) miles. 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

- American Manufacturer
Ford Explorer or Equivalent _____

- Mileage: 500 Miles or Less (New) _____

- Four (4) Doors w/ Rear Opening hatch and gate. _____

- 10 speed Automatic Transmission _____

- 2.3L Ecoboost _____

- 4 Wheel Drive _____

- Spare Tire _____

- Power Steering _____

- Manual Tilt/Telescoping Steering Column _____

- Day/Night Rearview Mirror _____

- Heated Mirrors _____

- Privacy Tint on Front Windows Not To
Exceed 28% _____

Power Brakes	_____
Power Windows	_____
Power Door Locks	_____
Back up Camera	_____
Reverse Sensing System	_____
Floor Liners Front and Rear	_____
Black Interior w/ Cloth Seats	_____
Factory Air Conditioning	_____
Heater/Defroster	_____
Radio AM/FM	_____
Carbonized Gray Metallic, Agate Black & Iconic Silver Color	_____
5 Year 60,000 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
FOUR (4) NEW MID-SIZE UTILITY 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 October 13, 2022.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for FOUR (4) new Mid-Size Utility Vehicles, as specified \$ _____

- II. 1. Trade in allowance for Unit #101203, 2013 Ford Taurus
VIN#1FAHP2M85DG130532, 91,000 Miles \$ _____

- 2. Trade in allowance for Unit #101204, 2013 Ford Taurus
VIN#1FAHP2M83DG130531, 88,000 Miles \$ _____

- 3. Trade in allowance for Unit #101210, 2013 Ford Taurus
VIN#1FAHP2M87DG162589, 84,000 Miles \$ _____

- 4. Trade in allowance for Unit #101245, 2013 Ford Explorer
VIN#1FM5K8AR0DGB35144, 85,000 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
FOUR (4) NEW MID-SIZE UTILITY VEHICLES
(Approved by the City Attorney, 2014)
Dated the 13th day of October, 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.

December 2, 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 Foam Filled Loader Tires Installed On Three (3) Separate Loaders in the Total Amount of \$89,747.00 for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date
 Regular Council Meeting
 December 20, 2022

Action type
 Minute Action

Recommendation
 That Council, by minute action, authorize the purchase of twelve (12) new foam filled loader tires installed on three (3) separate loaders in the total amount of \$89,747.00 for use by the Solid Waste Division of the Public Services Department. The total amount budgeted for this project is \$91,900.00.

Summary
 On November 22, 2022 bids were publicly open for purchasing, installing, and disposing of twelve (12) foam filled loader tires to be installed on three (3) separate loaders. One (1) bid was received from Big Horn Tire in Casper, WY.

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>
(12) Foam Filled Loader Tires	Big Horn Tire Casper, WY	\$89,747.00	NA	\$89,747.00

The recommended purchase of the twelve (12) foam filled loader tires from Big Horn Tire 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 Solid Waste Operational Funds.

Oversight/Project Responsibility
 Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to David Jordan, Solid Waste Supervisor after the equipment is received.

Attachments
 Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
November 7, 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 3:00 p.m., November 22, 2022** for the following:

Twelve (12) New **Loader Tires Purchased and Installed on Three (3) Loaders**, to be used in the Landfill at the Solid Waste Facility.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and installation of Twelve (12) new Loader Tires on Three (3) Separate Loaders, to be used in the Landfill at the Solid Waste Facility. These tires shall be new. Tires shall be installed complete and ready for service, as specified.

SPECIFICATIONS

Size

Goodyear 23.5R25 GY RT-5D HI-STAB 6S TL

Miscellaneous

Tire Foam Fill

25" ORING

Tire Install Labor

Tire Foam Fill Labor

Tire Disposal

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 PURCHASING/INSTALLING
TWELVE (12) NEW LOADER TIRES
FOR THE
LANDFILL AT THE SOLID WASTE FACILITY**

Proposal of (Name) _____
(Address) _____

to furnish and install tires as specified for the City of Casper, Wyoming, in accordance with specifications dated November 7, 2022.

BID ITEM: _____
Description: _____

- I. Price bid for Twelve (12) new Loader Tires, foam filled and installed as specified \$ _____
- II. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

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
TWELVE (12) NEW LOADER TIRES
(Approved by the City Attorney, 2014)
Dated the 7th day of November 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.

December 6, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer 
Zulima Lopez, Parks, Recreation & Public Facilities Director
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Reject Bids for the Paradise Valley Pool Gutter Replacement, Project No. 22-047

Meeting Type & Date
Regular Council Meeting
December 20, 2022

Action Type
Minute Action.

Recommendation
That Council, by minute action, reject all bids received for the Paradise Valley Pool Gutter Replacement, Project No. 22-047

Summary
On November 23, 2022, one (1) bid was received for the Paradise Valley Pool Gutter Replacement Project. The bid was as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Pope Construction Inc.	Casper, Wyoming	\$719,900.00

The estimate provided by the Natore Corporation in January 2022 was \$390,000 for the gutter system only. City Engineering estimated an additional \$40,000 would be needed for the concrete work required for the gutter system, for a total estimate in the amount of \$430,000.

It is recommended to reject this bid, complete design changes to reduce the scope of work, and re-bid in the future to match expected funding.

Financial Considerations
Funding for the project is from Capital Fund Reserves and One Cent #16.

Oversight/Project Responsibility
Steven Stolte, E.I.T., Associate Engineer I

Attachments
None

December 1, 2022

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

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

SUBJECT: Approve Transfer of Ownership Interest for Restaurant Liquor License No. 41, El Burro Loco, LLC, d/b/a El Burro Loco, Located at 2333 East Yellowstone Hwy.

Meeting Type & Date
Regular Council Meeting
December 20, 2022

Action type
Minute Action

Recommendation
That Council, by minute action, approve the transfer of ownership interest for El Burro Loco, LLC, d/b/a El Burro Loco, located at 2333 East Yellowstone Hwy.

Summary
City staff received notification that on February 28, 2022 the ownership changed for Restaurant Liquor License No 41, El Burro Loco, LLC, d/b/a El Burro Loco. The liquor license is currently held in Eugenio Moreno owning 16.67% interest, Marisela Moreno owning 16.67% interest, Antonia Gomez owning 33.34% interest and Deolegaria Ramirez Gomez owning 33.32% interest. Marisela Moreno will now hold 100% of interest and be the sole owner.

Per Municipal Code 5.08.060 Restaurant liquor licenses cannot be transfer to another location but they can change ownership with the approval of the City Council. No public hearing or publications are required for this transfer.

Financial Considerations
No Financial Considerations

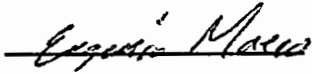
Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments
Letter from El Burro Loco


11/14/2022

To whom it may concern:

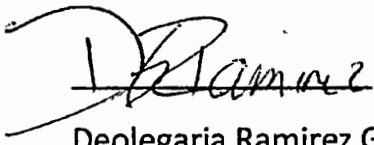
El Burro loco was sold February 28, 2022 to Marisela Moreno. The restaurant was sold by Eugenio Moreno, Antonia Gomez, and Deolegaria Ramirez Gomez previous owners. New owner is now Marisela Moreno.



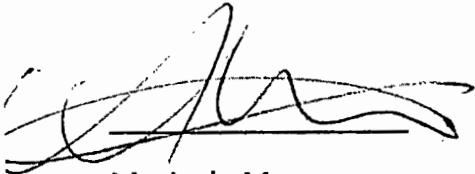
Eugenio Moreno



Antonia Gomez



Deolegaria Ramirez Gomez



Marisela Moreno

State of Wyoming

County of Natrona

Signed before me on this 15th November, 2022.



Notary

