

COUNCIL MEETING AGENDA

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



COUNCIL POLICY PUBLIC STATEMENTS

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

Please silence cell phones during the City Council meeting.

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. CONSIDERATION OF MINUTES OF THE FEBRUARY 1, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON FEBRUARY 9, 2022

We are **CASPER**

Communication Accountability Stewardship Professionalism Efficiency Responsiveness

4. CONSIDERATION OF MINUTES OF THE FEBRUARY 1, 2022 EXECUTIVE SESSION – SECURITY, LAND, PERSONNEL AND POTENTIAL LITIGATION
5. CONSIDERATION OF BILLS AND CLAIMS
6. COMMUNICATIONS
 - A. From Persons Present
7. PUBLIC HEARING
 - A. Resolution
 1. Adoption of the **Fiscal Year 2022 Budget Amendment #2.**
 - B. Minute Action
 1. **Liquor License Renewals** for Licensing Period April 1, 2022 through March 31, 2023.
8. THIRD READING ORDINANCE
 - A. **Zone Change of 104 and 110 South Beverly Street**, Described as Portions of Lots 13, 14 and a Vacated Strip of Former Beverly Street Right-of-Way, Block 2, Beverly Addition.
 1. Communications from Persons Present
9. SECOND READING ORDINANCE
 - A. Ordinance **Amending 1.16.010** of the Municipal Code Pertaining to City of Casper **Ward Boundaries.**
 1. Communications from Persons Present
10. RESOLUTIONS
 - A. Consent
 1. Vacation and Replat Creating the **Wolf Creek Ten Addition** to the City of Casper, Wyoming.
 2. Authorizing the Purchase of One (1) 24 **Passenger Bus** from **Creative Bus Sales**, in the Amount of \$187,959, for Use in the City's Transit System.
 3. Authorizing a Contract for Professional Services with **Western Research and Development, Ltd.**, for the **Bar Nunn Streetscape Revitalization Plan**, in an Amount not to Exceed \$44,855.

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10. RESOLUTIONS (continued)

A. Consent

4. Authorizing the Acceptance of the **Wyoming Department of Homeland Security State Homeland Security Program Grant**, in the Amount of \$62,195.11.
5. Authorizing an Agreement with **Wired Electric**, in the Amount of \$103,595, for the **Ice Arena Lighting Replacement**, Project No. 21-032.
6. Authorizing a Lease Agreement with the **Casper Soccer Club** for the Lease and Operation of the **North Casper Soccer Complex**.

11. MINUTE ACTION

A. Consent

1. Authorizing the Appointment of **Martin J. Axlund** to the **Civil Service Commission** for a Three (3) Year Term Expiring March 31, 2025.
2. Authorizing the Purchase of Three (3) New **Mid-Size Police Interceptor Utility Hybrid Vehicles**, Two (2) New **Mid-Size Police Interceptor Utility Vehicles**, and One (1) New **Mid-Size Utility Vehicle**, from **Greiner Motors**, Casper, WY, in the Total Amount of \$239,496, Before Trade, for Use by the Casper Police Department.
3. Authorizing the appointment of Councilmember Jai-Ayla Sutherland and the reappointment of Councilmember Bruce Knell to the **Central Wyoming Regional Water System Joint Powers Board**.

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

13. ADJOURN INTO EXECUTIVE SESSION – PERSONNEL, LAND ACQUISITION AND SECURITY

14. RESOLUTION

- A. Authorizing an Agreement with **Trihydro Corporation**, in the Amount of \$41,165, to Complete a **Phase II Environmental Site Assessment**.

15. ADJOURNMENT

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Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, March 1, 2022– Council Chambers

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

Work sessions

4:30 p.m. Tuesday, February 22, 2022 – Council Chambers

4:30 p.m. Tuesday, March 8, 2022– Council Chambers

ZONING CLASSIFICATIONS

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

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

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, February 1, 2022. Present: Councilmembers Cathey, Engebretsen, Freel, Gamroth, Johnson, Knell, Sutherland and Mayor Pacheco. Absent: Councilmember Pollock.

Moved by Councilmember Cathey, seconded by Councilmember Johnson, to, by minute action, excuse the absence of Councilmember Pollock. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Johnson, seconded by Vice Mayor Freel, to, by minute action, approve the minutes of the January 18, 2022, regular Council meeting, as published in the Casper-Star Tribune on January 29, 2022. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Sutherland, to, by minute action, approve the minutes of the January 18, 2022, executive session. Motion passed.

5. BILLS & CLAIMS

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

Bills & Claims 02/01/22		
AccntPckgng	Goods	48,984.00
AceHrdwr	Goods	23.64
Adecco	Services	696.00
Airgas	Goods	986.35
AllOutFireExt	Goods	55.00
Alsco	Services	1,805.94
AmrTech	Goods	42,593.04
Amrgs	Goods	405.23
ARCoF NC	Services	2,916.69
AT&T	Services	200.20
Atlas	Goods	47.22
BNelson	Reimb	28.86
BlkHillsEnrgy	Utilities	37,276.81
BlkmnPrpn	Goods	1,247.30
BobCatOfCspr	Goods	848.44
Boys&GirlsClub	Services	14,372.75
CHollinger	Reimb	150.00

CsprStrTrb	Services	772.46
CsprTire	Services	2,090.00
CntrlWyoRescueMission	Services	7,290.25
CntryLnk	Utilities	258.21
CH2MHill	Services	2,277.92
ChpmnVldz&Lnsng	Services	2,000.00
ChildDvlpmnt	Services	5,312.50
CtyCspr	Services	92,951.27
CommTech	Services	93.90
Cnvrgn	Goods	15,535.50
CPU	Goods	3,047.00
CrsntElctrc	Services	77.72
CrwnCnstretn	Services	59,821.50
CSCnsltng	Services	650.00
DNelson	Reimb	23.78
DKpnr	Services	29,484.00
DytnTrnsmsn	Services	4,164.26
DckrAuto	Goods	393.62
Dell	Goods	136.14
DnnsSply	Goods	173.60
DsrtMtn	Goods	40,031.35
EBecher	Reimb	240.50
EcnmcDvlpmnt	Services	109,336.50
EmrgncyMdcl	Services	3,600.00
EnrgyLabs	Services	1,814.00
EngnrngAssoc	Goods	75.00
FIB	Goods	229.00
FrmntMtr	Services	81,796.00
GCBldgSply	Services	2,156.22
GeosyntcCnsltnts	Services	3,809.49
GloblSpctrm	Services	4,451.00
GoodYrTire	Services	385.25
Grngr	Goods	661.76
GrtrWyoBB/BS	Services	6,061.13
GSGArchctr	Services	1,077.50
HDREngnrng	Services	15,607.66
HiTekComm	Services	215.00
Hollnd&Hart	Services	1,225.50
HonnenEquip	Services	1,464.11
HowrdSply	Goods	801.27
JWarne	Reimb	28.58
JTremel	Reimb	1,123.19
KPearson	Reimb	17.36
KStenhaus	Reimb	199.45
Kinsco	Goods	5,674.81

KnfRvr	Services	11,512.36
MBrattis	Reimb	961.68
MBurgardt	Reimb	50.00
MYates	Reimb	30.00
MercrHouse	Services	8,001.38
MLAuto	Services	234.00
MonsnIntrlSrv	Services	6,100.57
Motn&FlowCntrl	Goods	4,387.22
MtnStLitho	Services	138.87
MtnWstVltn	Services	4,500.00
MuniCode	Goods	303.84
Napa	Goods	116,487.47
Nckrsn	Services	420.14
Norco	Goods	751.51
NrthrnLights	Services	10,075.00
OvrHeadDr	Services	90.00
PstlPros	Services	5,333.41
Prntwrks	Services	350.00
Ricoh	Services	638.70
RvrOaksComm	Services	2,100.00
RckyMtnAirSltns	Goods	23.40
RckyMtnPwr	Utilities	176,927.01
RootrSwr	Services	728.27
RsnbrMN	Goods	280,986.00
SRaphial	Reimb	150.00
SlfHelpCntr	Services	13,748.75
SolidWstAssoc	Dues	223.00
SolsbryHill	Goods	16,470.59
SpareLabs	Services	750.00
StOfWyoNtry	Goods	60.00
StrlngInfosystms	Services	1,063.19
SummitElctrc	Goods	3,253.11
SummitFire	Services	345.25
ThomsonReutrs	Goods	848.74
33MileRd	Services	410.20
TopOffc	Goods	511.28
VrznWrks	Services	998.43
VRC	Services	82.74
WlbrnSlvn	Services	5,000.00
WstPlainsEngnrng	Services	2,000.00
WWCEngnrng	Services	5,840.90
WstrnWyoLock	Goods	160.00
WilliamsPorterDay	Services	38.00
WLCEngnrng	Services	4,800.88
WyoAsscOfWtrSystms	Reimb	395.00

WyDOT	Services	50.48
WyoMchnry	Services	1,107.60
WyoSteel&Recyng	Goods	1,250.00
Xerox	Goods	221.87
YouthCrisisCntr	Services	17,452.50
Total		1,369,636.07

6. BRIGHT SPOT

Mayor Pacheco invited Chris Murray introduce Random Acts of Kindness Week. Mayor Pacheco then read the Proclamation. Mr. Murray then explained that this is a state-wide initiative and then shared what they were doing to further the cause and thanked Council for their support.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Cathy Cywinski and Linda Smith from US Renal regarding Assist bus service issues for patients of dialysis services in Casper, WY.

8. ESTABLISH PUBLIC HEARING

Moved by Councilmember Johnson, seconded by Councilmember Engebretsen, to, by minute action: establish February 15, 2022, as the public hearing date for the consideration of adoption of the fiscal year 2022 budget amendment #2. Motion passed.

9.A PUBLIC HEARING - ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of the ordinance amending section 1.16.010 – ward boundaries described.

City Attorney Henley entered two (2) exhibits: correspondence from John Henley to J. Carter Napier, dated January 10, 2022 and an affidavit of publication, as published in the Casper-Star Tribune, dated January 25, 2022. City Manager Napier provided a brief report.

There being no one to speak for or against the issues involving the ward boundaries, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 3-22
AN ORDINANCE AMENDING SECTION 1.16.010 – WARD
BOUNDARIES DESCRIBED – ELECTION DISTRICTS, OF
THE CASPER MUNICIPAL CODE.

Vice Mayor Freel presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Gamroth. Motion passed.

9.B PUBLIC HEARING - MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of the issuance of Resort Liquor License No. 1, to Peachtree Hospitality Management, LLC d/b/a Hilton Garden Inn, located at 1150 North Poplar.

City Attorney Henley entered four (4) exhibits: correspondence from Fleur Tremel, to J. Carter Napier, dated January 17, 2022; an affidavit of publication, as published in the Casper-Star Tribune, dated January 25, 2022; an affidavit of website publication, as published on the City of Casper website, dated January 18, 2022; and the liquor license application filed January 10, 2022. City Manager Napier provided a brief report.

There being no others to speak for or against the issues involving Resort Liquor License No. 1, the public hearing was closed.

Moved by Councilmember Johnson, seconded by Councilmember Engebretsen, to, by minute action, authorize the issuance of Resort Liquor License No. 1. Motion passed.

10. ORDINANCE— THIRD READING

Following ordinance read:

ORDINANCE NO. 1-22

AN ORDINANCE APPROVING A VACATION, REPLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE TO CREATE THE EAGLE VALLEY SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS an application has been made to vacate and replat Tracts B, C, D and E of The Back Nine Addition to create the Eagle Valley Addition, located south of West 29th Street and east of Casper Mountain Road, and comprising 17.25 -acres, more or less; and,

WHEREAS an application has been made to rezone the proposed Eagle Valley Addition from R-2 (One Unit Residential) to R-3 (One to Four Unit Residential); and,

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

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

WHEREAS, after a public hearing on November 18, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the vacation, replat, subdivision agreement and zone change requests; and,

WHEREAS, the governing body of the City of Casper finds that the above described zone change, vacation, replat and subdivision agreement should be approved.

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

SECTION 1:

The vacation and replat creating the Eagle Valley Addition is hereby approved.

SECTION 2:

The Eagle Valley Subdivision Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 3:

The zoning of the Eagle Valley Addition shall be R-3 (One to Four Unit Residential).

SECTION 4:

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

PASSED on 1st reading the 4th day of January, 2022.

PASSED on 2nd reading the 18th day of January, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the 1st day of February, 2022.

Councilmember Gamroth presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Sutherland. No citizens spoke on the ordinance, and there was no discussion or amendments. Vice Mayor Freel and Councilmember Engebretsen abstained. Motion passed.

11. ORDINANCE– SECOND READING

Following ordinance read:

ORDINANCE NO. 2-22

AN ORDINANCE APPROVING A ZONE CHANGE OF 104 AND 110 SOUTH BEVERLY STREET, COMPRISING PORTIONS OF LOTS 13, 14, AND A VACATED STRIP OF FORMER BEVERLY STREET RIGHT-OF-WAY, BLOCK 2, BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

Councilmember Cathey presented the foregoing ordinance for approval, on second reading. Seconded by Councilmember Engebretsen. No citizens spoke on the ordinance, and there was no discussion by Council. Motion passed.

12. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-11

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 22-12

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 22-13

A RESOLUTION ACCEPTING A GRANT FROM THE WYOMING OFFICE OF HOMELAND SECURITY.

RESOLUTION NO. 22-14

A RESOLUTION RATIFYING THE ESTABLISHMENT AND CONTINUED FUNDING OF WYOSTAR AND WYOSTAR II STATE INVESTMENT POOL ACCOUNT.

RESOLUTION NO. 22-15

A RESOLUTION AUTHORIZING A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE COLLEGE DRIVE MULTI -USE PATHWAY.

RESOLUTION NO. 22-16

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH JKC ENGINEERING, FOR DESIGN SERVICES FOR THE 2022 CASPER REGIONAL LANDFILL SURVEY, PROJECT NO. 22-001.

RESOLUTION NO. 22-17

A RESOLUTION AMENDING THE CITY OF CASPER STATEMENT OF INVESTMENT POLICY.

Councilmember Johnson presented the foregoing seven (7) resolutions for adoption. Seconded by Vice Mayor Freel. Motion passed.

13. MINUTE ACTION— CONSENT

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

- 1) authorize the purchase of one (1) new pneumatic roller from Power Equipment, in the total amount of \$96,252, before trade;
- 2) authorize the purchase of one (1) new 4x4 pickup truck with a 5.5' bed, from Greiner Ford, in the total amount of \$31,864, before trade;
- 3) authorize the purchase of one (1) new truck chassis, from CMI Teco, in the total amount of \$99,503, before trade;
4. reject all bids received for the Casper Regional Landfill leachate collection & control system structure enclosures, project no. 19-061;
5. acknowledge receipt of financial interest disclosures from City Officials with public fund investment responsibility;
6. declare an inventory surplus of 975 biohazard bags in the City's emergency COVID supplies; and,
7. authorize \$148,639.89 reduction of debt owed accounts receivable balances, aged from 2020, from lease of 135 North Ash Street.

Motion passed.

14. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Gamroth updated Council on meetings and local events.

15. ADJOURN INTO EXECUTIVE SESSION

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, February 8, 2022, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, February 15, 2022, in the Council Chambers.

At 6:41 p.m., it was moved Vice Mayor Freel, seconded by Councilmember Knell, to adjourn into executive session to discuss security, land, personnel, and potential litigation. Motion passed.

Moved by Councilmember Cathey to adjourn from executive session at 8:12 pm. Seconded by Vice Mayor Freel. Motion passed.

16. ADJOURNMENT

Moved by Councilmember Knell to adjourn from regular session at 8:12 pm. Seconded by Councilmember Sutherland. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

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

0970 CED

0970 CED	Traffic Control	Replacement light for outside of Traffic shop	\$115.00
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<i>0970 CED - Total For Traffic Control</i>			<i>\$115.00</i>
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0970 CED - ALL DEPARTMENTS			\$115.00
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6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Dog food	\$238.80
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6H GROUP LLC	Metro Animal Shelter	Dog & cat food	\$553.40
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<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			<i>\$792.20</i>
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6H GROUP LLC	Police Canine Operations	Dog food	\$140.55
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<i>6H GROUP LLC - Total For Police Canine Operations</i>			<i>\$140.55</i>
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6H GROUP LLC - ALL DEPARTMENTS			\$932.75
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A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage / mailing service	\$27.52
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<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$27.52</i>
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A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$786.20
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<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$786.20</i>
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A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage / mailing service	\$4.48
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<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$4.48</i>
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A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$22.58
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<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$22.58</i>
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A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$94.90
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A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$112.94
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<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$207.84</i>
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A.M.B.I. & SHIPPING,	Police Records	Postage / mailing service	\$313.88
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<i>A.M.B.I. & SHIPPING, - Total For Police Records</i>			<i>\$313.88</i>
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A.M.B.I. & SHIPPING,	Risk Management	Postage/ mailing service	\$0.64
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A.M.B.I. & SHIPPING,	Risk Management	Postage / mailing service	\$1.28
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<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$1.92</i>
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A.M.B.I. & SHIPPING, - ALL DEPARTMENTS

\$1,364.42

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Cleaner	\$1,312.59
AIRGAS USA LLC	Balefill - Baler Processing	Gloves	\$66.90
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			\$1,379.49
AIRGAS USA LLC	Refuse - Residential	Lens cleaning wipes	\$19.40
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			\$19.40

AIRGAS USA LLC - ALL DEPARTMENTS

\$1,398.89

ALBERTSONS #0062

ALBERTSONS #0062	Parks - Parks Maint.	GROCERY STORES, SUPERMARKETS	\$7.99
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			\$7.99
ALBERTSONS #0062	WWTP Operations	Ice	\$15.96
<i>ALBERTSONS #0062 - Total For WWTP Operations</i>			\$15.96

ALBERTSONS #0062 - ALL DEPARTMENTS

\$23.95

ALPINE MOTORSPORTS

ALPINE MOTORSPORTS	Weed & Pest Fund	Chains for chainsaw	\$116.97
<i>ALPINE MOTORSPORTS - Total For Weed & Pest Fund</i>			\$116.97

ALPINE MOTORSPORTS - ALL DEPARTMENTS

\$116.97

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$62.38
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$62.38
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$55.98
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			\$236.72
ALSCO	Fleet Maintenance Fund	Laundry service	\$172.54
ALSCO	Fleet Maintenance Fund	Laundry service	\$131.79
<i>ALSCO - Total For Fleet Maintenance Fund</i>			\$304.33
ALSCO	Refuse - Residential	Professional Laundry Services	\$138.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$111.06

<i>ALSCO - Total For Refuse - Residential</i>			<i>\$249.12</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$80.50
ALSCO	Regional Water Operations	Professional Laundry Services	\$80.50
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$161.00</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$59.46
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$59.46</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
<i>ALSCO - Total For Streets</i>			<i>\$533.60</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$149.90
<i>ALSCO - Total For WWTP Operations</i>			<i>\$149.90</i>
ALSCO - ALL DEPARTMENTS			\$1,694.13

AMAZON.COM 4N1NB18S3

AMAZON.COM 4N1NB18S3	Ft. Caspar Museum	Collection Supplies	\$9.29
<i>AMAZON.COM 4N1NB18S3 - Total For Ft. Caspar Museum</i>			<i>\$9.29</i>
AMAZON.COM 4N1NB18S3 - ALL DEPARTMENTS			\$9.29

AMAZON.COM 4Y4MI81G3

AMAZON.COM 4Y4MI81G3	Ft. Caspar Museum	Exhibit Supplies	\$46.02
<i>AMAZON.COM 4Y4MI81G3 - Total For Ft. Caspar Museum</i>			<i>\$46.02</i>
AMAZON.COM 4Y4MI81G3 - ALL DEPARTMENTS			\$46.02

AMAZON.COM NL1986KB3

AMAZON.COM NL1986KB3	Police Federal Grants	BOOK STORES	\$149.95
<i>AMAZON.COM NL1986KB3 - Total For Police Federal Grants</i>			<i>\$149.95</i>
AMAZON.COM NL1986KB3 - ALL DEPARTMENTS			\$149.95

AMAZON.COM Q318978P3

AMAZON.COM Q318978P3	Police Administration	BOOK STORES	\$117.56
<i>AMAZON.COM Q318978P3 - Total For Police Administration</i>			<i>\$117.56</i>

AMAZON.COM Q318978P3 - ALL DEPARTMENTS \$117.56

AMAZON.COM RM4W59JR3

AMAZON.COM RM4W59JR3 Parks - Urban Forestry Harness safety \$31.77

AMAZON.COM RM4W59JR3 - Total For Parks - Urban Forestry \$31.77

AMAZON.COM RM4W59JR3 - ALL DEPARTMENTS \$31.77

AMERICAN ASSOCIATION

AMERICAN ASSOCIATION Ft. Caspar Museum Annual Membership \$118.00

AMERICAN ASSOCIATION - Total For Ft. Caspar Museum \$118.00

AMERICAN ASSOCIATION - ALL DEPARTMENTS \$118.00

AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Baler Processing Propane \$291.69

AMERIGAS - CASPER - Total For Balefill - Baler Processing \$291.69

AMERIGAS - CASPER WWTP Operations Propane for dewatering building heater \$2,922.95

AMERIGAS - CASPER - Total For WWTP Operations \$2,922.95

AMERIGAS - CASPER - ALL DEPARTMENTS \$3,214.64

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT Refuse - Commercial Compactor diaper \$363.00

AMERI-TECH EQUIPMENT - Total For Refuse - Commercial \$363.00

AMERI-TECH EQUIPMENT - ALL DEPARTMENTS \$363.00

AMLON INDUSTRIES INC

AMLON INDUSTRIES INC Hogadon - Operations Lift ticket tags \$1,998.81

AMLON INDUSTRIES INC - Total For Hogadon - Operations \$1,998.81

AMLON INDUSTRIES INC - ALL DEPARTMENTS \$1,998.81

AMZN Mktp US

AMZN Mktp US Balefill - Diversion & Special MATS FOR CESQG CARTS \$279.29

<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			\$279.29
AMZN Mktp US	Golf - Operations	Training Supplies	\$57.98
AMZN Mktp US	Golf - Operations	Training Aids	\$77.80
AMZN Mktp US	Golf - Operations	Training Supplies	\$62.03
<i>AMZN Mktp US - Total For Golf - Operations</i>			\$197.81
AMZN Mktp US	Parks - Parks Maint.	Truck for flagpole at veterans park	\$32.98
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			\$32.98
AMZN Mktp US	Police Administration	BOOK STORES	\$49.20
AMZN Mktp US	Police Administration	BOOK STORES	\$91.59
<i>AMZN Mktp US - Total For Police Administration</i>			\$140.79
AMZN Mktp US	Police Investigations	BOOK STORES	\$142.40
<i>AMZN Mktp US - Total For Police Investigations</i>			\$142.40
AMZN Mktp US	Rec Center - Operations	Calendar Office, cleaning clothes	\$54.42
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			\$54.42
AMZN Mktp US	Regional Water Operations	Operator Phone Case	\$18.98
<i>AMZN Mktp US - Total For Regional Water Operations</i>			\$18.98
AMZN Mktp US	Water Distribution	USB C HUB	\$30.98
<i>AMZN Mktp US - Total For Water Distribution</i>			\$30.98
AMZN Mktp US - ALL DEPARTMENTS			\$897.65

APT US&C

APT US&C	Finance	CPFIM Training Webinar	\$499.00
<i>APT US&C - Total For Finance</i>			\$499.00
APT US&C - ALL DEPARTMENTS			\$499.00

ARCMATE MFG CORP

ARCMATE MFG CORP	Parks - Parks Maint.	HARDWARE EQUIPMENT AND SUPPLIES	\$879.17
<i>ARCMATE MFG CORP - Total For Parks - Parks Maint.</i>			\$879.17
ARCMATE MFG CORP - ALL DEPARTMENTS			\$879.17

ASCAP LICENSE FEE

ASCAP LICENSE FEE	Parks - Parks Maint.	ascap music liscense	\$50.00
ASCAP LICENSE FEE	Parks - Parks Maint.	ascap music liscense	\$317.00

<i>ASCAP LICENSE FEE - Total For Parks - Parks Maint.</i>			\$367.00
ASCAP LICENSE FEE - ALL DEPARTMENTS			\$367.00
 AT & T CORP			
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$530.81
<i>AT & T CORP - Total For Fire-EMS Administration</i>			<i>\$530.81</i>
AT & T CORP - ALL DEPARTMENTS			\$530.81
 AT&T 051221271100			
AT&T 051221271100	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$111.94
<i>AT&T 051221271100 - Total For Public Safety Communications</i>			<i>\$111.94</i>
AT&T 051221271100 - ALL DEPARTMENTS			\$111.94
 ATLAS OFFICE PRODUCT			
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$47.10
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			<i>\$47.10</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies	\$41.66
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			<i>\$41.66</i>
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$122.74
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$1.72
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			<i>\$124.46</i>
ATLAS OFFICE PRODUCT	City Clerk	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$6.30
<i>ATLAS OFFICE PRODUCT - Total For City Clerk</i>			<i>\$6.30</i>
ATLAS OFFICE PRODUCT	Customer Service	NAME PLATES/HOLDERS	\$111.60
ATLAS OFFICE PRODUCT	Customer Service	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$45.67
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$157.27</i>
ATLAS OFFICE PRODUCT	Engineering	Break Room Supplies	\$112.73
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$112.73</i>
ATLAS OFFICE PRODUCT	Finance	NAME PLATES/HOLDERS	\$83.70
ATLAS OFFICE PRODUCT	Finance	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$45.69
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$129.39</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$45.69
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$45.69</i>

ATLAS OFFICE PRODUCT	Human Resources	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$45.69
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			\$45.69
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	Office supplies	\$189.00
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			\$189.00
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$43.60
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$8.65
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$133.98
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$326.83
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$54.79
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			\$567.85
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$936.85
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$113.89
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$336.53
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$391.30
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$982.08
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$212.29
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$369.90
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$22.35
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$43.98
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$35.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$196.75
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$3,640.92
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$51.82
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$32.37
ATLAS OFFICE PRODUCT	Police Investigations	Office supplies	\$14.63
<i>ATLAS OFFICE PRODUCT - Total For Police Investigations</i>			\$98.82
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$246.70
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$393.50
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$246.70
<i>ATLAS OFFICE PRODUCT - Total For Police Records</i>			\$886.90
ATLAS OFFICE PRODUCT	Public Safety Communication	Office supplies	\$266.17
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			\$266.17
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$76.99
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$20.27
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - Operations</i>			\$97.26
ATLAS OFFICE PRODUCT	Regional Water Operations	Sticky Note pads	\$7.91

ATLAS OFFICE PRODUCT	Regional Water Operations	Office supplies	\$275.08
ATLAS OFFICE PRODUCT	Regional Water Operations	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$58.19
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$341.18</i>
ATLAS OFFICE PRODUCT	Risk Management	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$45.69
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$45.69</i>
ATLAS OFFICE PRODUCT	Water Distribution	binders	\$48.56
<i>ATLAS OFFICE PRODUCT - Total For Water Distribution</i>			<i>\$48.56</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$6,892.64

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Aquatics - Operations	Scanning / converting info into pdf form	\$171.00
<i>ATLAS REPRODUCTION - Total For Aquatics - Operations</i>			<i>\$171.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$171.00

AUTOMATION & ELECTRO

AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	Diagnosis / repair RS-485 communication iss	\$676.15
AUTOMATION & ELECTRO	Balefill - Disposal & Landfill	Diagnosis / repair RS-485 communication iss	\$151.50
<i>AUTOMATION & ELECTRO - Total For Balefill - Disposal & Landfill</i>			<i>\$827.65</i>
AUTOMATION & ELECTRO - ALL DEPARTMENTS			\$827.65

AUTOZONE #1294

AUTOZONE #1294	Fire-EMS Operations	Fuses for E5	\$9.98
<i>AUTOZONE #1294 - Total For Fire-EMS Operations</i>			<i>\$9.98</i>
AUTOZONE #1294 - ALL DEPARTMENTS			\$9.98

AVIS RENT-A-CAR

AVIS RENT-A-CAR	Police Career Services	AVIS RENT-A-CAR	\$389.50
<i>AVIS RENT-A-CAR - Total For Police Career Services</i>			<i>\$389.50</i>
AVIS RENT-A-CAR - ALL DEPARTMENTS			\$389.50

B32 ENGINEERING GROU

B32 ENGINEERING GROU	Capital Projects Fund	Gems S028975-CIA Chiller Repla	\$2,000.00
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B32 ENGINEERING GROU - Total For Capital Projects Fund \$2,000.00

B32 ENGINEERING GROU - ALL DEPARTMENTS \$2,000.00

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR Balefill - Baler Processing Wet/dry vaccuum \$89.99

BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing \$89.99

BAILEY'S ACE HARDWAR Refuse - Recycling Pushbrooms \$77.97

BAILEY'S ACE HARDWAR - Total For Refuse - Recycling \$77.97

BAILEY'S ACE HARDWAR - ALL DEPARTMENTS \$167.96

BAILEYS ACE HDWE

BAILEYS ACE HDWE Buildings & Structures Fund Leisure pool parts for Aquatics Center \$37.94

BAILEYS ACE HDWE - Total For Buildings & Structures Fund \$37.94

BAILEYS ACE HDWE Fleet Maintenance Fund WTR SOFTNER PELLETS 10 BAGS \$74.90

BAILEYS ACE HDWE - Total For Fleet Maintenance Fund \$74.90

BAILEYS ACE HDWE Parks - Parks Maint. Construction adhesive and festeners for sign \$8.69

BAILEYS ACE HDWE Parks - Parks Maint. Bolts and washers \$1.72

BAILEYS ACE HDWE - Total For Parks - Parks Maint. \$10.41

BAILEYS ACE HDWE Police Administration HARDWARE STORES \$84.73

BAILEYS ACE HDWE - Total For Police Administration \$84.73

BAILEYS ACE HDWE Sewer Stormwater cord \$7.99

BAILEYS ACE HDWE Sewer Stormwater gabion basket repair parts \$21.57

BAILEYS ACE HDWE - Total For Sewer Stormwater \$29.56

BAILEYS ACE HDWE Sewer Wastewater Collection soft dig handle repair \$1.39

BAILEYS ACE HDWE - Total For Sewer Wastewater Collection \$1.39

BAILEYS ACE HDWE WWTP Operations Ice melt \$47.98

BAILEYS ACE HDWE WWTP Operations hose/outlet covers \$48.36

BAILEYS ACE HDWE - Total For WWTP Operations \$96.34

BAILEYS ACE HDWE - ALL DEPARTMENTS \$335.27

BARGREEN WYOMING

BARGREEN WYOMING Fire-EMS Operations Station Supplies \$77.08

BARGREEN WYOMING - Total For Fire-EMS Operations \$77.08

BARGREEN WYOMING - ALL DEPARTMENTS

\$77.08

BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	Foam Filled Loader Tires	\$23,390.00
<i>BIG HORN TIRE - Total For Balefill - Disposal & Landfill</i>			\$23,390.00

BIG HORN TIRE - ALL DEPARTMENTS

\$23,390.00

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$46.55
<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			\$46.55

BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$1,794.27
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			\$1,794.27

BLACK HILLS ENERGY	Regional Water Operations	Natural Gas	\$9,683.76
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$9,683.76

BLACK HILLS ENERGY - ALL DEPARTMENTS

\$11,524.58

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$494.67
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			\$494.67

BLAKEMAN PROPANE	Hogadon - Operations	Propane tank rent	\$144.00
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$2,902.79

<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			\$3,046.79
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BLAKEMAN PROPANE - ALL DEPARTMENTS

\$3,541.46

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Door repair parts for Water Garage	\$16.19
BLOEDORN LUMBER CO	Buildings & Structures Fund	Door locking supplies for Hogadon Lodge	\$15.28
BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Tools	\$29.69
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			\$61.16

BLOEDORN LUMBER CO	WWTP Operations	hardware	\$17.08
<i>BLOEDORN LUMBER CO - Total For WWTP Operations</i>			\$17.08

BLOEDORN LUMBER CO - ALL DEPARTMENTS

\$78.24

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	WWTP Operations	Ferric chloride delivery January 2022	\$13,374.80
<i>BRENNTAG PACIFIC, IN - Total For WWTP Operations</i>			<i>\$13,374.80</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$13,374.80

BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO	Code Enforcement	CREDIT CARD FEES	\$9.20
<i>BRIDGEPAY NETWORK SO - Total For Code Enforcement</i>			<i>\$9.20</i>
BRIDGEPAY NETWORK SO	Metro Animal Shelter	CREDIT CARD FEES	\$9.20
<i>BRIDGEPAY NETWORK SO - Total For Metro Animal Shelter</i>			<i>\$9.20</i>
BRIDGEPAY NETWORK SO - ALL DEPARTMENTS			\$18.40

BROWNELLS INC

BROWNELLS INC	Police Administration	SPORTING GOODS STORES	\$121.94
<i>BROWNELLS INC - Total For Police Administration</i>			<i>\$121.94</i>
BROWNELLS INC - ALL DEPARTMENTS			\$121.94

BUDGET.COM PREPAY

BUDGET.COM PREPAY	Police Career Services	BUDGET RENT-A-CAR	\$515.42
BUDGET.COM PREPAY	Police Career Services	BUDGET RENT-A-CAR	\$383.08
<i>BUDGET.COM PREPAY - Total For Police Career Services</i>			<i>\$898.50</i>
BUDGET.COM PREPAY - ALL DEPARTMENTS			\$898.50

BUFFALO WILD WINGS

BUFFALO WILD WINGS	Fire-EMS Training	Dinner while traveling for training	\$20.79
<i>BUFFALO WILD WINGS - Total For Fire-EMS Training</i>			<i>\$20.79</i>
BUFFALO WILD WINGS - ALL DEPARTMENTS			\$20.79

CAMPBELL PET COMPANY

CAMPBELL PET COMPANY	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$604.40
<i>CAMPBELL PET COMPANY - Total For Metro Animal Shelter</i>			<i>\$604.40</i>

CAMPBELL PET COMPANY - ALL DEPARTMENTS \$604.40

CARAHSOFT TECHNOLOGY

CARAHSOFT TECHNOLOGY Information Services DocuSign Renewal \$5,810.49

CARAHSOFT TECHNOLOGY - Total For Information Services \$5,810.49

CARAHSOFT TECHNOLOGY - ALL DEPARTMENTS \$5,810.49

CARL VINSON INST OF

CARL VINSON INST OF Customer Service INTRO ACCOUNTING I COURSE WITH GEORGI \$499.00

CARL VINSON INST OF - Total For Customer Service \$499.00

CARL VINSON INST OF - ALL DEPARTMENTS \$499.00

CAROLINA SOFTWARE

CAROLINA SOFTWARE Balefill - Disposal & Landfill Replacement Keypad \$693.05

CAROLINA SOFTWARE - Total For Balefill - Disposal & Landfill \$693.05

CAROLINA SOFTWARE - ALL DEPARTMENTS \$693.05

CASELLE, INC.

CASELLE, INC. Customer Service Contract Support / Maintenance - 03/01 to 0 \$75.00

CASELLE, INC. - Total For Customer Service \$75.00

CASELLE, INC. - ALL DEPARTMENTS \$75.00

CASPER BUICK GMC CAD

CASPER BUICK GMC CAD Fleet Maintenance Fund 230084 ESTIMATE OF REPAIRS \$137.00

CASPER BUICK GMC CAD - Total For Fleet Maintenance Fund \$137.00

CASPER BUICK GMC CAD - ALL DEPARTMENTS \$137.00

CASPER COLLEGE

CASPER COLLEGE Parks - Parks Maint. Backflow recertification for Conrad Archibeq \$599.00

CASPER COLLEGE - Total For Parks - Parks Maint. \$599.00

CASPER COLLEGE - ALL DEPARTMENTS \$599.00

CASPER ELECTRIC, INC

CASPER ELECTRIC, INC Capital Projects Fund Ballfield Lighting Upgrades - \$137,750.00

CASPER ELECTRIC, INC - Total For Capital Projects Fund \$137,750.00

CASPER ELECTRIC, INC - ALL DEPARTMENTS \$137,750.00

CASPER FORD LINCOLN

CASPER FORD LINCOLN Fleet Maintenance Fund REPLACE WATER PUMP 101220 \$2,066.86

CASPER FORD LINCOLN - Total For Fleet Maintenance Fund \$2,066.86

CASPER FORD LINCOLN - ALL DEPARTMENTS \$2,066.86

CASPER NATRONA COUNT

CASPER NATRONA COUNT Aquatics - Operations Routine inspections of pools \$255.00

CASPER NATRONA COUNT - Total For Aquatics - Operations \$255.00

CASPER NATRONA COUNT Social Community Services Tax Revenues - Jan. 2022 \$47,916.87

CASPER NATRONA COUNT - Total For Social Community Services \$47,916.87

CASPER NATRONA COUNT - ALL DEPARTMENTS \$48,171.87

CASPER STAR TRIBUNE

CASPER STAR TRIBUNE City Clerk Jan. 18 Council Minutes & Liquor License Ren \$1,493.52

CASPER STAR TRIBUNE City Clerk Resort No. 1 Hilton Garden and Ward Bound \$192.84

CASPER STAR TRIBUNE - Total For City Clerk \$1,686.36

CASPER STAR TRIBUNE - ALL DEPARTMENTS \$1,686.36

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Capital Projects Fund Standard advertisement for bid \$609.12

CASPER STAR-TRIBUNE, - Total For Capital Projects Fund \$609.12

CASPER STAR-TRIBUNE, - ALL DEPARTMENTS \$609.12

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair	\$320.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$320.00</i>
CASPER TIRE	Refuse - Recycling	Flat repair	\$58.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$58.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$56.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$101.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$479.00

CASPER WINDOW AND DO

CASPER WINDOW AND DO	Balefill - Disposal & Landfill	Mirrors	\$1,999.00
CASPER WINDOW AND DO	Balefill - Disposal & Landfill	Installation of mirrors	\$1,600.00
<i>CASPER WINDOW AND DO - Total For Balefill - Disposal & Landfill</i>			<i>\$3,599.00</i>
CASPER WINDOW AND DO - ALL DEPARTMENTS			\$3,599.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Recreation Cent	\$60.53
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$60.53</i>
CASPER WINNELSON CO	WWTP Operations	PLUMBING parts	\$39.71
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$39.71</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$100.24

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$40.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$25.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			<i>\$65.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$65.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Revenue and Transfers	January 2022 System Investment Charges	\$6,729.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$6,729.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$6,729.00

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$26.08
<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$26.08
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$83.88
CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$68.41
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$152.29
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$79.24
CENTURYLINK	Buildings & Structures Fund	Acct #307-235-7545 631B	\$124.59
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$219.61
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For Cemetery</i>			\$15.78
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$57.63
<i>CENTURYLINK - Total For City Attorney</i>			\$57.63
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For City Council</i>			\$15.78
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$10.46
<i>CENTURYLINK - Total For City Hall</i>			\$10.46
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$36.71
<i>CENTURYLINK - Total For City Manager</i>			\$36.71
CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$73.41
<i>CENTURYLINK - Total For Code Enforcement</i>			\$73.41
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$224.76
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$36.71
<i>CENTURYLINK - Total For Customer Service</i>			\$261.47
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$73.41
<i>CENTURYLINK - Total For Engineering</i>			\$73.41
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$83.88
<i>CENTURYLINK - Total For Finance</i>			\$83.88
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$249.65
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$104.80
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$354.45
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$68.10
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$68.10
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$15.78

<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$15.78
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For Golf - Operations</i>			\$15.78
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$52.32
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$52.32
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$26.24
<i>CENTURYLINK - Total For Human Resources</i>			\$26.24
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$20.93
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$43.39
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$64.32
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$83.88
<i>CENTURYLINK - Total For Information Services</i>			\$83.88
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.64
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$171.42
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$57.63
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$26.19
<i>CENTURYLINK - Total For Municipal Court</i>			\$83.82
CENTURYLINK	Parks - Parks Maint.	Acct #307-237-7808F 1112	(\$239.81)
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$57.63
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			(\$182.18)
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$52.32
<i>CENTURYLINK - Total For Planning</i>			\$52.32
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$324.71
CENTURYLINK	Police Administration	Acct #P-307-111-5103 060M	\$378.35
<i>CENTURYLINK - Total For Police Administration</i>			\$703.06
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$10.46
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,038.58
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$11,049.04
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$41.86
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$41.86
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$20.93
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$20.93
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$15.77
<i>CENTURYLINK - Total For Risk Management</i>			\$15.77
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$10.46

<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$10.46</i>
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$36.71
CENTURYLINK	Streets	Acct #P-307-111-5105 138M	\$172.44
<i>CENTURYLINK - Total For Streets</i>			<i>\$209.15</i>
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$20.93
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$20.93</i>
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$15.78
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$15.78</i>
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$31.23
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$31.23</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$31.39
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$31.39</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,791.80
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$1,791.80</i>
CENTURYLINK - ALL DEPARTMENTS			\$15,774.16

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable for Golf Shop	\$189.73
<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			<i>\$189.73</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$189.73

CHEVRON 0090705

CHEVRON 0090705	Police Career Services	AUTOMATED FUEL DISPENSERS	\$31.93
<i>CHEVRON 0090705 - Total For Police Career Services</i>			<i>\$31.93</i>
CHEVRON 0090705 - ALL DEPARTMENTS			\$31.93

CHEWY.COM

CHEWY.COM	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$186.48
<i>CHEWY.COM - Total For Metro Animal Shelter</i>			<i>\$186.48</i>
CHEWY.COM - ALL DEPARTMENTS			\$186.48

CHRISTI S ASBE

CHRISTI S ASBE	Police Administration	Policy / accreditation work	\$3,258.08
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<i>CHRISTI S ASBE - Total For Police Administration</i>			\$3,258.08
CHRISTI S ASBE - ALL DEPARTMENTS			\$3,258.08

CITIZEN PAYMENT

CITIZEN PAYMENT	Police Administration	Travel reimbursment	\$1,167.44
<i>CITIZEN PAYMENT - Total For Police Administration</i>			\$1,167.44
CITIZEN PAYMENT	Rec Center	Rec Center event cancelation refund	\$200.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			\$200.00
CITIZEN PAYMENT - ALL DEPARTMENTS			\$1,367.44

CITY OF CASPER

CITY OF CASPER	Buildings & Structures Fund	Alarm license	\$10.00
<i>CITY OF CASPER - Total For Buildings & Structures Fund</i>			\$10.00
CITY OF CASPER	Golf - Operations	Alarm license	\$10.00
<i>CITY OF CASPER - Total For Golf - Operations</i>			\$10.00
CITY OF CASPER	Hogadon - Operations	Public garbage	\$24.84
CITY OF CASPER	Hogadon - Operations	Public garbage baler	\$24.30
CITY OF CASPER	Hogadon - Operations	Public garbage	\$27.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$76.14
CITY OF CASPER	Refuse - Residential	Alarm license	\$10.00
CITY OF CASPER	Refuse - Residential	Mothly balefill pass billing for January 2022	\$30,528.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,004.82
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$4,856.78
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$435.78
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$4,999.32
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle newspape	\$5,476.18
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$5,937.34
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$5,450.78
<i>CITY OF CASPER - Total For Refuse - Residential</i>			\$63,699.00
CITY OF CASPER	Sewer Administration	201 Sewer RWWS - Jan. 2022	\$395,209.29
<i>CITY OF CASPER - Total For Sewer Administration</i>			\$395,209.29
CITY OF CASPER	Water Administration	Regular Plat - SUB-000136-2022 / 280 Honey	\$1,200.00
<i>CITY OF CASPER - Total For Water Administration</i>			\$1,200.00
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$139.05

CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$147.15
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$121.23
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$407.43</i>
CITY OF CASPER - ALL DEPARTMENTS			\$460,611.86

CK MECHANICAL PLUMBI

CK MECHANICAL PLUMBI	Regional Water Operations	Snaking roof drains	\$1,369.00
<i>CK MECHANICAL PLUMBI - Total For Regional Water Operations</i>			<i>\$1,369.00</i>
CK MECHANICAL PLUMBI - ALL DEPARTMENTS			\$1,369.00

CLH ASSOCIATES LLC

CLH ASSOCIATES LLC	Engineering	Traffic Impact Study - Project #2021-17	\$5,800.00
<i>CLH ASSOCIATES LLC - Total For Engineering</i>			<i>\$5,800.00</i>
CLH ASSOCIATES LLC - ALL DEPARTMENTS			\$5,800.00

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,540.46
CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,843.31
CMI TECO, INC.	Refuse - Commercial	Blade shoes	\$1,324.63
CMI TECO, INC.	Refuse - Commercial	Mirror switch	\$155.86
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$7,864.26</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$4,549.34
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$4,514.36
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$9,063.70</i>
CMI TECO, INC.	Refuse - Residential	Camera monitors	\$1,097.07
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,241.22
CMI TECO, INC.	Refuse - Residential	Equipment roller gear	\$1,278.32
CMI TECO, INC.	Refuse - Residential	Equipment hydraulic line	\$1,477.76
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$3,550.89
CMI TECO, INC.	Refuse - Residential	Equipment hydraulic line	\$614.80
CMI TECO, INC.	Refuse - Residential	Equipment arm roller kit	\$2,515.70
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$8,364.70
CMI TECO, INC.	Refuse - Residential	Equipment oil line	\$82.00

CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,527.46
CMI TECO, INC.	Refuse - Residential	Tailgate lift cylinder	\$747.63
CMI TECO, INC.	Refuse - Residential	Tool box	\$360.11
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			\$27,857.66
CMI TECO, INC. - ALL DEPARTMENTS			\$44,785.62

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$38.02
COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$82.43
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			\$120.45
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$120.45

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery	\$8.25
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			\$8.25
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$8.25

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Removal of lights, radios & DVR	\$824.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			\$824.00
COMMUNICATION TECHNO	Police Administration	Replaced PDU	\$51.50
COMMUNICATION TECHNO	Police Administration	Repair on URC	\$51.50
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$103.00
COMMUNICATION TECHNO	Public Safety Communication	Installation of combo locks	\$102.00
<i>COMMUNICATION TECHNO - Total For Public Safety Communications</i>			\$102.00
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$1,029.00

COMPOUNDING SPECIALI

COMPOUNDING SPECIALI	Metro Animal Shelter	DRUG STORES, PHARMACIES	\$75.00
<i>COMPOUNDING SPECIALI - Total For Metro Animal Shelter</i>			\$75.00
COMPOUNDING SPECIALI - ALL DEPARTMENTS			\$75.00

COMPRESSION LEASING

COMPRESSION LEASING	Golf - Operations	Compressor for Irrigation Blow Out	\$1,000.00
<i>COMPRESSION LEASING - Total For Golf - Operations</i>			<i>\$1,000.00</i>
COMPRESSION LEASING	Parks - Athletic Maint.	Compressor for Irrigation Blow Out	\$1,000.00
<i>COMPRESSION LEASING - Total For Parks - Athletic Maint.</i>			<i>\$1,000.00</i>
COMPRESSION LEASING	Parks - Parks Maint.	Compressor for Irrigation Blow Out	\$500.00
<i>COMPRESSION LEASING - Total For Parks - Parks Maint.</i>			<i>\$500.00</i>
COMPRESSION LEASING - ALL DEPARTMENTS			\$2,500.00

CONVERGEONE

CONVERGEONE	Engineering	Cisco Phone for Eng Admin	\$334.30
<i>CONVERGEONE - Total For Engineering</i>			<i>\$334.30</i>
CONVERGEONE	Rec Center - Admin	HyTab Pro 10WAB1, 10.1" - Tablet and keyb	\$77.07
<i>CONVERGEONE - Total For Rec Center - Admin</i>			<i>\$77.07</i>
CONVERGEONE - ALL DEPARTMENTS			\$411.37

Core & Main

Core & Main	Water Meters	Meters & Regs	\$8,667.90
<i>Core & Main - Total For Water Meters</i>			<i>\$8,667.90</i>
Core & Main - ALL DEPARTMENTS			\$8,667.90

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Rec Center - Operations	Cleaning, custodial supplies for CRC	\$259.74
<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Operations</i>			<i>\$259.74</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$259.74

CPU IIT

CPU IIT	Aquatics - Operations	New Computer for Guard Room	\$1,072.00
<i>CPU IIT - Total For Aquatics - Operations</i>			<i>\$1,072.00</i>
CPU IIT	Balefill - Disposal & Landfill	55" television for Special Waste training area	\$1,232.07
<i>CPU IIT - Total For Balefill - Disposal & Landfill</i>			<i>\$1,232.07</i>
CPU IIT	Human Resources	Cable for lap top	\$12.00

<i>CPU IIT - Total For Human Resources</i>			<i>\$12.00</i>
CPU IIT	Police Administration	Printers for Brown, Chief Office, Prop/Evid	\$10,399.00
<i>CPU IIT - Total For Police Administration</i>			<i>\$10,399.00</i>
CPU IIT - ALL DEPARTMENTS			\$12,715.07

CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Investigations	February 2022 basic program & web tips	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Investigations</i>			<i>\$122.00</i>
CRIME SCENE INFORMAT - ALL DEPARTMENTS			\$122.00

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	2021 Solid Waste Asphalt Impro	\$18,050.00
<i>CROWN CONSTRUCTION L - Total For Balefill - Disposal & Landfill</i>			<i>\$18,050.00</i>
CROWN CONSTRUCTION L	Capital Projects Fund	Contract Withholding: 21300108	\$12,475.90
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$12,475.90</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$30,525.90

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for Ft. Caspar	\$15.74
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$15.74</i>
CRUM ELECTRIC SUPPLY	Ice Arena - Operations	Bulbs for Ice Arena Parking Lot	\$159.25
<i>CRUM ELECTRIC SUPPLY - Total For Ice Arena - Operations</i>			<i>\$159.25</i>
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	LED Lights for Susie McMurry	\$73.92
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	LED bulbs for highland Park	\$267.88
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	LED Lights for Susie McMurry Park	\$245.83
<i>CRUM ELECTRIC SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$587.63</i>
CRUM ELECTRIC SUPPLY	Rec Center - Operations	Led bulbs for Rec center front walk	\$334.85
<i>CRUM ELECTRIC SUPPLY - Total For Rec Center - Operations</i>			<i>\$334.85</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Hypo Lines Project	\$380.97
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$380.97</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$1,478.44

CUMMINS OSM

CUMMINS OSM	Fleet Maintenance Fund	CUMMINS SOFTWARE ANNUAL UPDATE	\$720.00
<i>CUMMINS OSM - Total For Fleet Maintenance Fund</i>			<i>\$720.00</i>
CUMMINS OSM - ALL DEPARTMENTS			\$720.00

DAKOTA FENCE COMPANY

DAKOTA FENCE COMPANY	Traffic Control	75 - 24" & 30" blanks 50 - 36" blanks 1 roll bl	\$1,958.38
<i>DAKOTA FENCE COMPANY - Total For Traffic Control</i>			<i>\$1,958.38</i>
DAKOTA FENCE COMPANY - ALL DEPARTMENTS			\$1,958.38

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Regional Water Operations	Granular chlorine	\$488.16
<i>DANA KEPNER CO. OF W - Total For Regional Water Operations</i>			<i>\$488.16</i>
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$488.16

DATAMARS

DATAMARS	Metro Animal Shelter	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$1,659.65
<i>DATAMARS - Total For Metro Animal Shelter</i>			<i>\$1,659.65</i>
DATAMARS - ALL DEPARTMENTS			\$1,659.65

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	General Fund Revenue	Investments	\$3,600.20
<i>DAVIDSON FIXED INCOM - Total For General Fund Revenue</i>			<i>\$3,600.20</i>
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$3,600.20

DAWSON PRECISION

DAWSON PRECISION	Police Administration	MISCELLANEOUS AND RETAIL STORES	\$93.97
<i>DAWSON PRECISION - Total For Police Administration</i>			<i>\$93.97</i>
DAWSON PRECISION - ALL DEPARTMENTS			\$93.97

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Pin flags for locates	\$24.31
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DBC IRRIGATION SUPPL - Total For Parks - Parks Maint. \$24.31

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$24.31

DELL MARKETING LP

DELL MARKETING LP Engineering Two Acrobat Adobe Pro DC for ATaucher & S \$242.02

DELL MARKETING LP - Total For Engineering \$242.02

DELL MARKETING LP Regional Water Operations Acrobat Pro license \$121.01

DELL MARKETING LP - Total For Regional Water Operations \$121.01

DELL MARKETING LP - ALL DEPARTMENTS \$363.03

DENNIS SUPPLY CO.

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC PM Supplies for Aquatics Center \$88.03

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$88.03

DENNIS SUPPLY CO. Capital Projects Fund HVAC Repair Supplies for the Nicolaysen \$8.12

DENNIS SUPPLY CO. - Total For Capital Projects Fund \$8.12

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$96.15

DESERT MTN. CORP.

DESERT MTN. CORP. Streets Ice Slicer \$3,459.34

DESERT MTN. CORP. Streets Ice Slicer \$3,967.90

DESERT MTN. CORP. Streets Ice Slicer \$3,485.55

DESERT MTN. CORP. - Total For Streets \$10,912.79

DESERT MTN. CORP. - ALL DEPARTMENTS \$10,912.79

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS WWTP Operations Paint \$128.25

DIAMOND VOGEL PAINTS - Total For WWTP Operations \$128.25

DIAMOND VOGEL PAINTS - ALL DEPARTMENTS \$128.25

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC. Regional Water Operations Miscellaneous Item \$8,514.44

DPC INDUSTRIES, INC. - Total For Regional Water Operations \$8,514.44

DPC INDUSTRIES, INC. - ALL DEPARTMENTS

\$8,514.44

EB 2022 RE-CERTIFICA

EB 2022 RE-CERTIFICA	Weed & Pest Fund	Pesticide Recert Class for Conrad	\$134.24
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<i>EB 2022 RE-CERTIFICA - Total For Weed & Pest Fund</i>			\$134.24
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EB 2022 RE-CERTIFICA - ALL DEPARTMENTS

\$134.24

EB ENTRUST 2022-A PO

EB ENTRUST 2022-A PO	Police Career Services	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$815.93
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<i>EB ENTRUST 2022-A PO - Total For Police Career Services</i>			\$815.93
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EB ENTRUST 2022-A PO - ALL DEPARTMENTS

\$815.93

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work boot reimbursement	\$59.76
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EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work shoe reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund</i>			\$209.76
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EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$104.98
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EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$205.79
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<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			\$310.77
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EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$125.99
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<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			\$125.99
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EMPLOYEE REIMBURSEME - ALL DEPARTMENTS

\$646.52

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Water Testing WTP	\$2,722.00
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ENERGY LABRATORIES I	Regional Water Operations	Carbon, Total Organic testing	\$67.00
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ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
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<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			\$3,095.00
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ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$384.00
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<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			\$384.00
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ENERGY LABRATORIES I - ALL DEPARTMENTS

\$3,479.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Ice Arena Lighting Upgrades	\$1,625.00
ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$125.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,750.00</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,750.00

ETSY.COM - ROBERTPOT

ETSY.COM - ROBERTPOT	Police Career Services	COMBINATION CATALOG AND RETAIL MERC	\$143.67
<i>ETSY.COM - ROBERTPOT - Total For Police Career Services</i>			<i>\$143.67</i>
ETSY.COM - ROBERTPOT - ALL DEPARTMENTS			\$143.67

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Good 2 Go - Fuel	\$78.22
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$78.22</i>
EXXONMOBIL - ALL DEPARTMENTS			\$78.22

FACEBK PY53Y9XU72

FACEBK PY53Y9XU72	Ft. Caspar Museum	Facebook Ad	\$5.00
<i>FACEBK PY53Y9XU72 - Total For Ft. Caspar Museum</i>			<i>\$5.00</i>
FACEBK PY53Y9XU72 - ALL DEPARTMENTS			\$5.00

FARMER BROTHERS COFF

FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSIONS - Coffee Orders	\$312.08
FARMER BROTHERS COFF	Ice Arena - Concessions	CONCESSIONS - Coffee Orders	\$317.49
<i>FARMER BROTHERS COFF - Total For Ice Arena - Concessions</i>			<i>\$629.57</i>
FARMER BROTHERS COFF - ALL DEPARTMENTS			\$629.57

FBI NATIONAL ACADEMY

FBI NATIONAL ACADEMY	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$525.00
<i>FBI NATIONAL ACADEMY - Total For Police Career Services</i>			<i>\$525.00</i>

FBI NATIONAL ACADEMY - ALL DEPARTMENTS \$525.00

FEDEX

FEDEX WWTP Operations Shipping \$47.85

FEDEX - Total For WWTP Operations \$47.85

FEDEX - ALL DEPARTMENTS \$47.85

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES Regional Water Operations PLUMBING & HEATING EQUIPMENT AND SU \$139.00

FERGUSON ENTERPRISES Regional Water Operations PLUMBING & HEATING EQUIPMENT AND SU \$18.37

FERGUSON ENTERPRISES Regional Water Operations PLUMBING & HEATING EQUIPMENT AND SU (\$139.00)

FERGUSON ENTERPRISES Regional Water Operations PLUMBING & HEATING EQUIPMENT AND SU \$139.00

FERGUSON ENTERPRISES - Total For Regional Water Operations \$157.37

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$157.37

FIREROCK STEAKHOUSE

FIREROCK STEAKHOUSE Police Administration EATING PLACES, RESTAURANTS \$159.41

FIREROCK STEAKHOUSE - Total For Police Administration \$159.41

FIREROCK STEAKHOUSE - ALL DEPARTMENTS \$159.41

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN Human Resources Gift cards \$64.00

FIRST INTERSTATE BAN - Total For Human Resources \$64.00

FIRST INTERSTATE BAN - ALL DEPARTMENTS \$64.00

GALLS, INC.

GALLS, INC. Metro Animal Control Uniform supplies \$423.90

GALLS, INC. Metro Animal Control Uniform supplies \$422.46

GALLS, INC. Metro Animal Control Uniform supplies \$86.18

GALLS, INC. Metro Animal Control Uniform supplies \$190.56

GALLS, INC. Metro Animal Control Uniform supplies \$337.50

GALLS, INC. Metro Animal Control Uniform supplies \$232.85

<i>GALLS, INC. - Total For Metro Animal Control</i>			<i>\$1,693.45</i>
GALLS, INC.	Police Career Services	Uniform supplies	\$383.15
GALLS, INC.	Police Career Services	Uniform supplies	\$171.69
GALLS, INC.	Police Career Services	Uniform supplies	\$317.25
GALLS, INC.	Police Career Services	Uniform supplies	\$67.50
GALLS, INC.	Police Career Services	Uniform supplies	\$91.00
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$126.00
GALLS, INC.	Police Career Services	Uniform supplies	\$91.00
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$105.00
GALLS, INC.	Police Career Services	Uniform supplies	\$315.00
GALLS, INC.	Police Career Services	Uniform supplies	\$297.29
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$380.25
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$153.00
GALLS, INC.	Police Career Services	Uniform supplies	\$126.00
GALLS, INC.	Police Career Services	Uniform supplies	\$162.00
GALLS, INC.	Police Career Services	Uniform supplies	\$63.00
GALLS, INC.	Police Career Services	Uniform supplies	\$281.64
GALLS, INC.	Police Career Services	Uniform supplies	\$58.30
GALLS, INC.	Police Career Services	Uniform supplies	\$106.50
GALLS, INC.	Police Career Services	Uniform supplies	\$45.50
GALLS, INC.	Police Career Services	Uniform supplies	\$67.50
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$188.90
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$112.46
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$259.20
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$121.13
GALLS, INC.	Police Career Services	Uniform supplies	\$111.00
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$52.50
GALLS, INC.	Police Career Services	Uniform supplies	\$479.10
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$144.00
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$105.00
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$197.96
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$37.44
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$56.70
GALLS, INC.	Police Career Services	Uniform supplies	\$234.74
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$50.40
GALLS, INC.	Police Career Services	Uniform supplies	\$99.00

GALLS, INC.	Police Career Services	Uniform supplies / gear	\$166.50
GALLS, INC.	Police Career Services	Uniform supplies / gear	\$365.70
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$6,190.30</i>
GALLS, INC. - ALL DEPARTMENTS			\$7,883.75

GAYLORD BROS INC

GAYLORD BROS INC	Ft. Caspar Museum	Archival card sleeves for collection care	\$136.36
<i>GAYLORD BROS INC - Total For Ft. Caspar Museum</i>			<i>\$136.36</i>
GAYLORD BROS INC - ALL DEPARTMENTS			\$136.36

G-C BUILDING SUPPLY

G-C BUILDING SUPPLY	Balefill - Diversion & Special	Garage door repair & materials	\$623.22
<i>G-C BUILDING SUPPLY - Total For Balefill - Diversion & Special</i>			<i>\$623.22</i>
G-C BUILDING SUPPLY	Refuse - Recycling	Labor - door repair	\$165.00
<i>G-C BUILDING SUPPLY - Total For Refuse - Recycling</i>			<i>\$165.00</i>
G-C BUILDING SUPPLY - ALL DEPARTMENTS			\$788.22

GFOA

GFOA	Finance	GFOA Training - ACFR Reporting	\$420.00
<i>GFOA - Total For Finance</i>			<i>\$420.00</i>
GFOA - ALL DEPARTMENTS			\$420.00

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net operating loss - Jan. 2022	\$76,242.50
GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net operating loss - Feb. 2022	\$76,242.50
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$152,485.00</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$152,485.00

GO LAW ENFORCEMENT L

GO LAW ENFORCEMENT L	Police Career Services	GO LAW ENFORCEMENT POLICE OFFICER RE	\$80.00
<i>GO LAW ENFORCEMENT L - Total For Police Career Services</i>			<i>\$80.00</i>

GO LAW ENFORCEMENT L - ALL DEPARTMENTS \$80.00

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Old Landfill Remediation - Met	\$1,287.66
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			\$1,287.66

GOLDER ASSOCIATES - ALL DEPARTMENTS \$1,287.66

GOLF SAFETY

GOLF SAFETY	Cemetery	Video Training	\$95.00
<i>GOLF SAFETY - Total For Cemetery</i>			\$95.00

GOLF SAFETY - ALL DEPARTMENTS \$95.00

GOLFTRAININGAIDS

GOLFTRAININGAIDS	Golf - Operations	General Training Aids	\$435.41
<i>GOLFTRAININGAIDS - Total For Golf - Operations</i>			\$435.41

GOLFTRAININGAIDS - ALL DEPARTMENTS \$435.41

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for City Hall	\$137.94
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			\$137.94

GRAINGER, INC.	Capital Projects Fund	HVAC Repair Supplies for the Nicolaysen	\$11.50
<i>GRAINGER, INC. - Total For Capital Projects Fund</i>			\$11.50

GRAINGER, INC.	Ice Arena - Operations	COOLANT for Blade Sharpener	\$90.59
<i>GRAINGER, INC. - Total For Ice Arena - Operations</i>			\$90.59

GRAINGER, INC.	RWS - Booster Stations	Regional LOTO for boosters	\$1,023.50
<i>GRAINGER, INC. - Total For RWS - Booster Stations</i>			\$1,023.50

GRAINGER, INC.	Sewer Wastewater Collection 33-mile heater parts--grainger split one invoi		\$70.29
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GRAINGER, INC.	Sewer Wastewater Collection 33-mile heater parts--grainger split one invoi		\$46.58
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<i>GRAINGER, INC. - Total For Sewer Wastewater Collection</i>			\$116.87
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GRAINGER, INC.	WWTP Operations	Bulbs	\$61.56
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GRAINGER, INC.	WWTP Operations	Filters	\$76.64
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GRAINGER, INC.	WWTP Operations	Wall packs	\$778.74
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GRAINGER, INC.	WWTP Operations	Bulbs	\$68.76
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GRAINGER, INC.	WWTP Operations	Filters	\$33.76
GRAINGER, INC.	WWTP Operations	Filters	\$38.32
GRAINGER, INC.	WWTP Operations	Filters	\$168.80
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$1,226.58</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$2,606.98

GREAT GOLF GIFTS

GREAT GOLF GIFTS	Golf	Merchandise- Golf Shop	\$101.00
<i>GREAT GOLF GIFTS - Total For Golf</i>			<i>\$101.00</i>
GREAT GOLF GIFTS - ALL DEPARTMENTS			\$101.00

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	Purchase 7 Marked & 4 Unmarked Units	\$33,958.00
GREINER MOTOR CO - C	Capital Projects Fund	Purchase 7 Marked & 4 Unmarked Units	\$36,208.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$70,166.00</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$70,166.00

GSG ARCHITECTURE

GSG ARCHITECTURE	Refuse - Recycling	This project includes conceptu	\$3,232.50
<i>GSG ARCHITECTURE - Total For Refuse - Recycling</i>			<i>\$3,232.50</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$3,232.50

GUS GLOBALSTAR USA

GUS GLOBALSTAR USA	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$382.14
<i>GUS GLOBALSTAR USA - Total For Public Safety Communications</i>			<i>\$382.14</i>
GUS GLOBALSTAR USA - ALL DEPARTMENTS			\$382.14

HAID'S PLUMBING & HE

HAID'S PLUMBING & HE	Regional Water Operations	Replace supply line for boiler	\$1,999.99
<i>HAID'S PLUMBING & HE - Total For Regional Water Operations</i>			<i>\$1,999.99</i>
HAID'S PLUMBING & HE - ALL DEPARTMENTS			\$1,999.99

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Water Distribution	Broom, unit 660138	\$15.99
HARBOR FREIGHT TOOLS	Water Distribution	Valve box magnet	\$23.99
HARBOR FREIGHT TOOLS	Water Distribution	Air couplings	\$6.78
HARBOR FREIGHT TOOLS	Water Distribution	Blast room fittings	\$23.10
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$69.86
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$69.86

HAT SIX TRAVEL CENTE

HAT SIX TRAVEL CENTE	Water Distribution	Accidental pcard purchase, reimbursed by e	\$13.76
<i>HAT SIX TRAVEL CENTE - Total For Water Distribution</i>			\$13.76
HAT SIX TRAVEL CENTE - ALL DEPARTMENTS			\$13.76

HENSLEY BATTERY CASP

HENSLEY BATTERY CASP	WWTP Regional Interceptors	Batteries	\$47.20
<i>HENSLEY BATTERY CASP - Total For WWTP Regional Interceptors</i>			\$47.20
HENSLEY BATTERY CASP - ALL DEPARTMENTS			\$47.20

HERTZ #0131011

HERTZ #0131011	Police Career Services	HERTZ CORPORATION	\$96.97
<i>HERTZ #0131011 - Total For Police Career Services</i>			\$96.97
HERTZ #0131011 - ALL DEPARTMENTS			\$96.97

HERTZ TOLL 184897296

HERTZ TOLL 184897296	Police Career Services	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$19.00
<i>HERTZ TOLL 184897296 - Total For Police Career Services</i>			\$19.00
HERTZ TOLL 184897296 - ALL DEPARTMENTS			\$19.00

HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - Operations	CATC Covid-19 Emergency Relief Rags	\$32.00
<i>HILLTOP LAUNDROMAT - Total For Public Transit - Operations</i>			\$32.00

HILLTOP LAUNDROMAT - ALL DEPARTMENTS \$32.00

HITEK COMMUNICATIONS

HITEK COMMUNICATIONS Public Transit - Operations Camera replacement \$215.00

HITEK COMMUNICATIONS - Total For Public Transit - Operations \$215.00

HITEK COMMUNICATIONS - ALL DEPARTMENTS \$215.00

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Balefill - Baler Processing FRAMING PICTURES FOR FACILITY \$158.72

HOBBY-LOBBY #0233 - Total For Balefill - Baler Processing \$158.72

HOBBY-LOBBY #0233 - ALL DEPARTMENTS \$158.72

HOMAX OIL SALES INC

HOMAX OIL SALES INC WWTP Operations Oil \$158.41

HOMAX OIL SALES INC - Total For WWTP Operations \$158.41

HOMAX OIL SALES INC - ALL DEPARTMENTS \$158.41

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Balefill - Disposal & Landfill Bulk Diesel Fuel \$27,356.96

HOMAX OIL SALES, INC Balefill - Disposal & Landfill Bulk Diesel Fuel \$25,639.41

HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill \$52,996.37

HOMAX OIL SALES, INC Hogadon - Operations Fuel and gasoline tank refills for Hogadon \$11,208.29

HOMAX OIL SALES, INC - Total For Hogadon - Operations \$11,208.29

HOMAX OIL SALES, INC Water Distribution Fuel \$4,000.44

HOMAX OIL SALES, INC Water Distribution Fuel \$5,175.00

HOMAX OIL SALES, INC - Total For Water Distribution \$9,175.44

HOMAX OIL SALES, INC - ALL DEPARTMENTS \$73,380.10

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO. Sewer Stormwater McKinley generator block heater \$321.50

HONNEN EQUIPMENT CO. - Total For Sewer Stormwater \$321.50

HONNEN EQUIPMENT CO. - ALL DEPARTMENTS

\$321.50

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Aquatics - Operations	Hose Ends	\$17.28
<i>HOSE & RUBBER SUPPLY - Total For Aquatics - Operations</i>			\$17.28
HOSE & RUBBER SUPPLY	Balefill - Disposal & Landfill	Industrial band assembly	\$267.48
<i>HOSE & RUBBER SUPPLY - Total For Balefill - Disposal & Landfill</i>			\$267.48
HOSE & RUBBER SUPPLY	Buildings & Structures Fund	Repair supplies for Fire Station 3	\$39.53
<i>HOSE & RUBBER SUPPLY - Total For Buildings & Structures Fund</i>			\$39.53
HOSE & RUBBER SUPPLY	Refuse - Residential	Air hose materials	\$12.54
<i>HOSE & RUBBER SUPPLY - Total For Refuse - Residential</i>			\$12.54
HOSE & RUBBER SUPPLY	Water Distribution	Hose Assy for Blast room	\$23.92
<i>HOSE & RUBBER SUPPLY - Total For Water Distribution</i>			\$23.92
HOSE & RUBBER SUPPLY	WWTP Operations	Belts	\$39.11
<i>HOSE & RUBBER SUPPLY - Total For WWTP Operations</i>			\$39.11
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$399.86

HOTEL SUPPLY WAREHOU

HOTEL SUPPLY WAREHOU	Risk Management	Replacement Pool Chairs for Washington Par	\$3,314.54
<i>HOTEL SUPPLY WAREHOU - Total For Risk Management</i>			\$3,314.54
HOTEL SUPPLY WAREHOU - ALL DEPARTMENTS			\$3,314.54

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Disposal & Landfill	Nylon sling assembly	\$860.23
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Disposal & Landfill</i>			\$860.23
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$860.23

Hulu Ads 888-265-665

Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES	\$175.34
Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES	\$219.23
Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES	\$211.65
<i>Hulu Ads 888-265-665 - Total For Hogadon - Operations</i>			\$606.22

Hulu Ads 888-265-665 - ALL DEPARTMENTS

\$606.22

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	RWS - Booster Stations	Pressure transducer & freight	\$1,025.70
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<i>HYDRO OPTIMIZATION & - Total For RWS - Booster Stations</i>			\$1,025.70
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HYDRO OPTIMIZATION & - ALL DEPARTMENTS

\$1,025.70

ICMA ONLINE

ICMA ONLINE	Parks - Parks Maint.	PARKS, RECREATION, AND FACILITIES DIRECT	\$225.00
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<i>ICMA ONLINE - Total For Parks - Parks Maint.</i>			\$225.00
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ICMA ONLINE - ALL DEPARTMENTS

\$225.00

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Refuse - Residential	Garbage truck gripper arms	\$1,728.00
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<i>INDUSTRIAL SCREEN & - Total For Refuse - Residential</i>			\$1,728.00
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INDUSTRIAL SCREEN & - ALL DEPARTMENTS

\$1,728.00

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$176.05
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INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$223.73
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<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			\$399.78
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INGRAM BOOK COMPANY - ALL DEPARTMENTS

\$399.78

INSTRUMART

INSTRUMART	Regional Water Operations	Tax Refund for Statement #15797	(\$40.05)
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INSTRUMART	Regional Water Operations	Ph Probe for WTP	\$852.05
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<i>INSTRUMART - Total For Regional Water Operations</i>			\$812.00
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INSTRUMART - ALL DEPARTMENTS

\$812.00

INTERFAITH OF NATRON

INTERFAITH OF NATRON	Capital Projects Fund	1% #16 Funding Interfaith	\$8,541.68
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INTERFAITH OF NATRON - Total For Capital Projects Fund \$8,541.68

INTERFAITH OF NATRON - ALL DEPARTMENTS \$8,541.68

INTERMOUNTAIN MOTOR

INTERMOUNTAIN MOTOR Buildings & Structures Fund Machine work & pump parts \$3,313.65

INTERMOUNTAIN MOTOR - Total For Buildings & Structures Fund \$3,313.65

INTERMOUNTAIN MOTOR - ALL DEPARTMENTS \$3,313.65

INTERSTATE ALL BATTE

INTERSTATE ALL BATTE Balefill - Diversion & Special SAFETY EQUIPMENT FOR SPECIAL WASTE \$39.90

INTERSTATE ALL BATTE - Total For Balefill - Diversion & Special \$39.90

INTERSTATE ALL BATTE - ALL DEPARTMENTS \$39.90

INTUIT, INC.

INTUIT, INC. Cemetery CONSTRUCTION MATERIALS HOFFMAN ME \$113.85

INTUIT, INC. - Total For Cemetery \$113.85

INTUIT, INC. Fleet Maintenance Fund 060654 BUCKET REPAIRS @ FIBERGLASS & M \$920.00

INTUIT, INC. - Total For Fleet Maintenance Fund \$920.00

INTUIT, INC. Hogadon - Operations Chain hoist and Climbing harness insp. \$309.75

INTUIT, INC. - Total For Hogadon - Operations \$309.75

INTUIT, INC. Parks - Parks Maint. Troubleshoot pump at Highland 1 \$80.00

INTUIT, INC. Parks - Parks Maint. Electrical repair due to bouldering park excav \$222.90

INTUIT, INC. Parks - Parks Maint. Downtown electrical repair \$291.50

INTUIT, INC. - Total For Parks - Parks Maint. \$594.40

INTUIT, INC. Police Career Services PROFESSIONAL SERVICES NOT ELSEWHERE C \$250.00

INTUIT, INC. Police Career Services THE BLUE LINE POLICE OFFICER RECRUITING \$199.00

INTUIT, INC. - Total For Police Career Services \$449.00

INTUIT, INC. - ALL DEPARTMENTS \$2,387.00

ISA

ISA Parks - Urban Forestry Membership dues for Conrad Archibeque \$372.00

ISA - Total For Parks - Urban Forestry \$372.00

ISA - ALL DEPARTMENTS \$372.00

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	Installation of motor starter & control wiring	\$935.98
ITC ELECTRICAL TECHN	Regional Water Operations		\$21.53
ITC ELECTRICAL TECHN	Regional Water Operations	Electrical work on card reader circuit	\$321.40
ITC ELECTRICAL TECHN	Regional Water Operations	Electrical work - troubleshoot pump	\$751.90
ITC ELECTRICAL TECHN	Regional Water Operations	Installation of motor starter & control wiring	\$1,707.95

ITC ELECTRICAL TECHN - Total For Regional Water Operations \$3,738.76

ITC ELECTRICAL TECHN	WWTP Operations	Gems S028573 - WWTP Emergency	\$24,454.16
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ITC ELECTRICAL TECHN - Total For WWTP Operations \$24,454.16

ITC ELECTRICAL TECHN - ALL DEPARTMENTS \$28,192.92

JERSEY MIKES

JERSEY MIKES	Regional Water Operations	JPB Meeting Material & Supplies	\$159.32
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JERSEY MIKES - Total For Regional Water Operations \$159.32

JERSEY MIKES - ALL DEPARTMENTS \$159.32

JOHN R SHERMAN LLC

JOHN R SHERMAN LLC	Capital Projects Fund	Appraisal - 123 West First Street & parking g	\$5,000.00
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JOHN R SHERMAN LLC - Total For Capital Projects Fund \$5,000.00

JOHN R SHERMAN LLC - ALL DEPARTMENTS \$5,000.00

KCWY-TV

KCWY-TV	Hogadon - Operations	Television advertising	\$700.00
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KCWY-TV - Total For Hogadon - Operations \$700.00

KCWY-TV - ALL DEPARTMENTS \$700.00

KELE, INC

KELE, INC	Balefill - Disposal & Landfill	TRUCK BARN METHANE MONITORING SENS	\$426.40
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KELE, INC - Total For Balefill - Disposal & Landfill \$426.40

KELE, INC - ALL DEPARTMENTS \$426.40

KENT A LUNDINE

KENT A LUNDINE Balefill - Baler Processing Crane Service to install ejection ram into N B \$3,750.00

KENT A LUNDINE - Total For Balefill - Baler Processing \$3,750.00

KENT A LUNDINE - ALL DEPARTMENTS \$3,750.00

KNUCKLE DRAGGER TACT

KNUCKLE DRAGGER TACT Police Career Services Development & implementation of tactical c \$922.50

KNUCKLE DRAGGER TACT - Total For Police Career Services \$922.50

KNUCKLE DRAGGER TACT - ALL DEPARTMENTS \$922.50

KUBWATER RESOURCES,

KUBWATER RESOURCES, WWTP Operations Polymer for dewatering \$7,158.54

KUBWATER RESOURCES, - Total For WWTP Operations \$7,158.54

KUBWATER RESOURCES, - ALL DEPARTMENTS \$7,158.54

LAWSON PRODUCTS INC

LAWSON PRODUCTS INC Fleet Maintenance Fund Monthly rental \$375.00

LAWSON PRODUCTS INC Fleet Maintenance Fund Monthly rental \$525.00

LAWSON PRODUCTS INC - Total For Fleet Maintenance Fund \$900.00

LAWSON PRODUCTS INC - ALL DEPARTMENTS \$900.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN Balefill - Disposal & Landfill Janitorial / cleaning service - January 2022 \$425.00

LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill \$425.00

LISA'S SPIC N SPAN - ALL DEPARTMENTS \$425.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO Balefill - Diversion & Special Heater repair \$437.50

LONG BUILDING TECHNO - Total For Balefill - Diversion & Special \$437.50

LONG BUILDING TECHNO	Regional Water Operations	Contract labor	\$356.25
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$356.25</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$793.75

LOWER & CO PC

LOWER & CO PC	Regional Water Operations	Engineering services for CWRWTP Inspection	\$1,200.00
<i>LOWER & CO PC - Total For Regional Water Operations</i>			<i>\$1,200.00</i>
LOWER & CO PC - ALL DEPARTMENTS			\$1,200.00

MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Diversion & Special	CLAMPS, PLASTIC BINS FOR SPECIAL WASTE	\$37.54
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			<i>\$37.54</i>
MENARDS CASPER WY	Buildings & Structures Fund	Repair supplies for Council Chambers swingi	\$31.43
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$31.43</i>
MENARDS CASPER WY	Hogadon - Operations	shop supplys	\$22.30
MENARDS CASPER WY	Hogadon - Operations	Tax refund	(\$1.94)
<i>MENARDS CASPER WY - Total For Hogadon - Operations</i>			<i>\$20.36</i>
MENARDS CASPER WY	Parks - Parks Maint.	Driveway markers for marking hazards on pl	\$7.92
MENARDS CASPER WY	Parks - Parks Maint.	Driveway markers for marking hazards on pl	\$19.80
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$27.72</i>
MENARDS CASPER WY	Refuse - Residential	GENERAL SUPPLIES AND MATERIALS BATTERI	\$57.72
<i>MENARDS CASPER WY - Total For Refuse - Residential</i>			<i>\$57.72</i>
MENARDS CASPER WY	Traffic Control	Replacement light bulbs for Service Center li	\$55.98
MENARDS CASPER WY	Traffic Control	Paper towels for cleaning trucks and signs	\$27.38
MENARDS CASPER WY	Traffic Control	Light bulbs and trash can for Traffic shop	\$114.91
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$198.27</i>
MENARDS CASPER WY	Water Distribution	Fittings for bead blast room	\$21.54
MENARDS CASPER WY	Water Distribution	PRATT BOOSTER PARTS & BLAST CABINET AI	\$98.68
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$120.22</i>
MENARDS CASPER WY	Water Tanks	PRATT BOOSTER PARTS & BLAST CABINET AI	\$16.98
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$16.98</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$510.24

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Center Street vinyl fence repair	\$142.41
<i>MICHAELSFENCE&SUPPLY - Total For Parks - Parks Maint.</i>			\$142.41
MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS			\$142.41

MICROSOFT CORPORATIO

MICROSOFT CORPORATIO	Information Services	Visual Studio Subscription Renewal	\$2,697.45
<i>MICROSOFT CORPORATIO - Total For Information Services</i>			\$2,697.45
MICROSOFT CORPORATIO - ALL DEPARTMENTS			\$2,697.45

MIDLAND SCIENTIFIC I

MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$97.84
MIDLAND SCIENTIFIC I	WWTP Operations	Lab supplies	\$133.86
MIDLAND SCIENTIFIC I	WWTP Operations	lab supplies	\$77.08
<i>MIDLAND SCIENTIFIC I - Total For WWTP Operations</i>			\$308.78
MIDLAND SCIENTIFIC I - ALL DEPARTMENTS			\$308.78

MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Parks - Parks Maint.	Concrete for BBQ area @ Riverview Park	\$292.50
<i>MOBILE CONCRETE, INC - Total For Parks - Parks Maint.</i>			\$292.50
MOBILE CONCRETE, INC	Water Distribution	Sand	\$3,033.44
MOBILE CONCRETE, INC	Water Distribution	Sand	\$3,372.64
MOBILE CONCRETE, INC	Water Distribution	Sand	\$1,883.36
<i>MOBILE CONCRETE, INC - Total For Water Distribution</i>			\$8,289.44
MOBILE CONCRETE, INC - ALL DEPARTMENTS			\$8,581.94

MORPHO TRUST USA LLC

MORPHO TRUST USA LLC	Police Administration	Service call - scanner repair / replacement	\$2,578.37
<i>MORPHO TRUST USA LLC - Total For Police Administration</i>			\$2,578.37
MORPHO TRUST USA LLC - ALL DEPARTMENTS			\$2,578.37

MOTHER SETON HOUSING

MOTHER SETON HOUSING	Capital Projects Fund	1%#16 One Cent Funding Mother	\$14,580.00
<i>MOTHER SETON HOUSING - Total For Capital Projects Fund</i>			<i>\$14,580.00</i>
MOTHER SETON HOUSING - ALL DEPARTMENTS			\$14,580.00

MOTION INDUSTRIES

MOTION INDUSTRIES	Balefill - Baler Processing	CONVEYER BELT CHAIN ACCENT BALER BLDG	\$281.39
<i>MOTION INDUSTRIES - Total For Balefill - Baler Processing</i>			<i>\$281.39</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$281.39

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Package/	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$66,203.69</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$66,203.69

MOUNTAIN STATES

MOUNTAIN STATES	Code Enforcement	Printing service - door hangers	\$177.74
<i>MOUNTAIN STATES - Total For Code Enforcement</i>			<i>\$177.74</i>
MOUNTAIN STATES	Police Records	Printing service - business cards	\$216.87
MOUNTAIN STATES	Police Records	Printing service - business cards	\$415.43
<i>MOUNTAIN STATES - Total For Police Records</i>			<i>\$632.30</i>
MOUNTAIN STATES	Police State Grants	Printing service - DVVC packets	\$282.75
<i>MOUNTAIN STATES - Total For Police State Grants</i>			<i>\$282.75</i>
MOUNTAIN STATES - ALL DEPARTMENTS			\$1,092.79

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	City Clerk	MISCELLANEOUS PUBLISHING & PRINTING	\$70.46
<i>MOUNTAIN STATES LITH - Total For City Clerk</i>			<i>\$70.46</i>
MOUNTAIN STATES LITH	Water Meters	Meter Services door hangers	\$406.31
<i>MOUNTAIN STATES LITH - Total For Water Meters</i>			<i>\$406.31</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$476.77

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$50.95
<i>MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund</i>			<i>\$50.95</i>
MOUNTAIN WEST TECHNO	Hogadon - Operations	Guest internet	\$100.90
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			<i>\$100.90</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,001.00
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$4,001.00</i>
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$4,152.85

MPI WAREHOUSE SPECIA

MPI WAREHOUSE SPECIA	Water Tanks	Asco valve for surge valve @ Pratt Booster	\$272.65
<i>MPI WAREHOUSE SPECIA - Total For Water Tanks</i>			<i>\$272.65</i>
MPI WAREHOUSE SPECIA - ALL DEPARTMENTS			\$272.65

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Miscellaneous Item	\$3,158.12
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			<i>\$3,158.12</i>
MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$3,158.12

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Balefill - Baler Processing	PUMP FOR ADDITIVE PLAZMA TABLE	\$199.99
<i>MURDOCH'S RANCH&HOME - Total For Balefill - Baler Processing</i>			<i>\$199.99</i>
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$199.99

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Balefill - Disposal & Landfill	JUMP START BOX FOR SCALE HOUSE	\$155.00
<i>NAPA AUTO PARTS CORP - Total For Balefill - Disposal & Landfill</i>			<i>\$155.00</i>
NAPA AUTO PARTS CORP	Regional Water Operations	Actiflo Sludge Scrapers Parts	\$34.28
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$34.28</i>
NAPA AUTO PARTS CORP	Water Distribution	2 cycle gas cans	\$19.90
NAPA AUTO PARTS CORP	Water Distribution	Fuel filter, cleaner, chuck, adapters, gauge	\$109.88
NAPA AUTO PARTS CORP	Water Distribution	Pressure washer adapters	\$3.94
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$133.72</i>
NAPA AUTO PARTS CORP	Water Tanks	TOGGLE 50A	\$6.99
<i>NAPA AUTO PARTS CORP - Total For Water Tanks</i>			<i>\$6.99</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$329.99

NATRONA COUNTY BAR A

NATRONA COUNTY BAR A	City Attorney	Annual dues	\$90.00
<i>NATRONA COUNTY BAR A - Total For City Attorney</i>			<i>\$90.00</i>
NATRONA COUNTY BAR A - ALL DEPARTMENTS			\$90.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	November 2021 Juvenile Detention	\$7,500.00
<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			<i>\$7,500.00</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$7,500.00

NOLAND FEED

NOLAND FEED	Fire-EMS Training	Bales of straw for training	\$44.00
<i>NOLAND FEED - Total For Fire-EMS Training</i>			<i>\$44.00</i>
NOLAND FEED - ALL DEPARTMENTS			\$44.00

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Welding cabinet & cylinders	\$1,054.80
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$1,054.80</i>
NORCO, INC.	Hogadon - Operations	Lodge supplies	\$516.78

<i>NORCO, INC. - Total For Hogadon - Operations</i>			<i>\$516.78</i>
NORCO, INC.	Metro Animal Shelter	Disinfectant & garbage bags	\$140.70
NORCO, INC.	Metro Animal Shelter	Disinfectant	\$82.14
NORCO, INC.	Metro Animal Shelter	Disinfectant, garbage bags, latex gloves	\$458.55
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$681.39</i>
NORCO, INC.	Refuse - Recycling	Degreaser, disinfecting wipes, dust mop	\$247.41
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$247.41</i>
NORCO, INC.	Refuse - Residential	Latex gloves, cleaner & helmet	\$416.38
NORCO, INC.	Refuse - Residential	Trash bags	\$487.80
<i>NORCO, INC. - Total For Refuse - Residential</i>			<i>\$904.18</i>
NORCO, INC.	WWTP Operations	Welding supplies/soapstone	\$74.38
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$74.38</i>
NORCO, INC. - ALL DEPARTMENTS			\$3,478.94

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA	Ft. Caspar Museum	Shipping charges - traveling exhibit	\$184.92
<i>NORTH PARK TRANSPORA - Total For Ft. Caspar Museum</i>			<i>\$184.92</i>
NORTH PARK TRANSPORA - ALL DEPARTMENTS			\$184.92

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Residential	Cylinder replacement	\$1,600.00
NORTHERN LIGHTS MANU	Refuse - Residential	Window repair/replacement	\$700.00
NORTHERN LIGHTS MANU	Refuse - Residential	Gripper repairs	\$900.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			<i>\$3,200.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$3,200.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	Wheel chock, utility knife, wheelbarrow, torc	\$1,131.82
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$1,131.82</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,131.82

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary service	\$294.75
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NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary service	\$1,949.31
NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary service	\$570.40
<i>NVA CASPER VETERINAR - Total For Metro Animal Shelter</i>			<i>\$2,814.46</i>
NVA CASPER VETERINAR - ALL DEPARTMENTS			\$2,814.46

O'CONNOR COMPANY

O'CONNOR COMPANY	Buildings & Structures Fund	HVAC Repair Supplies	\$2,014.27
<i>O'CONNOR COMPANY - Total For Buildings & Structures Fund</i>			<i>\$2,014.27</i>
O'CONNOR COMPANY - ALL DEPARTMENTS			\$2,014.27

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Group membership & January 2022 tickets	\$186.75
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>		<i>\$186.75</i>
ONE CALL OF WY.	Traffic Control Group membership & January 2022 tickets	\$131.50
<i>ONE CALL OF WY. - Total For Traffic Control</i>		<i>\$131.50</i>
ONE CALL OF WY.	Water Distribution Group membership & January 2022 tickets	\$228.25
<i>ONE CALL OF WY. - Total For Water Distribution</i>		<i>\$228.25</i>
ONE CALL OF WY. - ALL DEPARTMENTS		\$546.50

OVERHEAD DOOR CO

OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair	\$90.00
OVERHEAD DOOR CO	Buildings & Structures Fund	Door repair	\$365.50
<i>OVERHEAD DOOR CO - Total For Buildings & Structures Fund</i>			<i>\$455.50</i>
OVERHEAD DOOR CO	Refuse - Residential	Garage door remotes	\$174.36
<i>OVERHEAD DOOR CO - Total For Refuse - Residential</i>			<i>\$174.36</i>
OVERHEAD DOOR CO - ALL DEPARTMENTS			\$629.86

PETROLEUM S

PETROLEUM S	Regional Water Operations	Lubricant and oil for pumps at WTP	\$1,180.61
<i>PETROLEUM S - Total For Regional Water Operations</i>			<i>\$1,180.61</i>
PETROLEUM S - ALL DEPARTMENTS			\$1,180.61

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing / mailing / postage service	\$3,845.68
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$3,845.68</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$3,845.68

PR MEDIA

PR MEDIA	Police Career Services	ADVERTISING SERVICES	\$760.00
PR MEDIA	Police Career Services	ADVERTISING SERVICES	\$285.00
<i>PR MEDIA - Total For Police Career Services</i>			<i>\$1,045.00</i>
PR MEDIA - ALL DEPARTMENTS			\$1,045.00

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

PROFESSIONAL POLICE

PROFESSIONAL POLICE	Police Administration	Firearm supplies - range	\$546.00
<i>PROFESSIONAL POLICE - Total For Police Administration</i>			<i>\$546.00</i>
PROFESSIONAL POLICE - ALL DEPARTMENTS			\$546.00

PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	Water Distribution	5# zinc anodes w/20' lead	\$1,617.50
<i>PROKOTEENGINEERINGSU - Total For Water Distribution</i>			<i>\$1,617.50</i>
PROKOTEENGINEERINGSU - ALL DEPARTMENTS			\$1,617.50

Publication Printers

Publication Printers	Rec Center - Operations	CRC Activity Guide PUBLISHING & PRINTING	\$111.87
<i>Publication Printers - Total For Rec Center - Operations</i>			<i>\$111.87</i>
Publication Printers - ALL DEPARTMENTS			\$111.87

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Regional Interceptors	Fitting repair	\$9.09
<i>PURVIS INDUSTRIES - Total For WWTP Regional Interceptors</i>			<i>\$9.09</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$9.09

QDOBA 2895

QDOBA 2895	Police Administration	FAST FOOD RESTAURANTS	\$14.60
<i>QDOBA 2895 - Total For Police Administration</i>			<i>\$14.60</i>
QDOBA 2895 - ALL DEPARTMENTS			\$14.60

QDOBA 2895 OLO

QDOBA 2895 OLO	Police Administration	FAST FOOD RESTAURANTS	\$63.25
<i>QDOBA 2895 OLO - Total For Police Administration</i>			<i>\$63.25</i>
QDOBA 2895 OLO - ALL DEPARTMENTS			\$63.25

QUALITY OFFICE SOLUT

QUALITY OFFICE SOLUT	WWTP Operations	OFFICE SUPPLIES	\$145.65
<i>QUALITY OFFICE SOLUT - Total For WWTP Operations</i>			<i>\$145.65</i>
QUALITY OFFICE SOLUT - ALL DEPARTMENTS			\$145.65

RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL	Balefill - Baler Processing	Hydraulic door guide solenoid valve	\$1,950.00
RECYKLING INDUSTRIAL	Balefill - Baler Processing	Electrical control for solenoid valve	\$650.00
<i>RECYKLING INDUSTRIAL - Total For Balefill - Baler Processing</i>			<i>\$2,600.00</i>
RECYKLING INDUSTRIAL - ALL DEPARTMENTS			\$2,600.00

RICOH USA INC

RICOH USA INC	Code Enforcement	Monthly copier usage	\$8.47
<i>RICOH USA INC - Total For Code Enforcement</i>			<i>\$8.47</i>
RICOH USA INC	Police Administration	Monthly copier usage	\$8.38
<i>RICOH USA INC - Total For Police Administration</i>			<i>\$8.38</i>

RICOH USA INC - ALL DEPARTMENTS \$16.85

RMI CASPER

RMI CASPER	Balefill - Disposal & Landfill	CUT RESISTANT GLOVES FOR BALER BUILDIN	\$88.51
<i>RMI CASPER - Total For Balefill - Disposal & Landfill</i>			\$88.51
RMI CASPER	WWTP Operations	sensor	\$240.00
<i>RMI CASPER - Total For WWTP Operations</i>			\$240.00

RMI CASPER - ALL DEPARTMENTS \$328.51

Rocky Mountain

Rocky Mountain	Regional Water Operations	Miscellaneous Item	\$4,024.82
Rocky Mountain	Regional Water Operations	Liquid Oxygen - Chemicals	\$4,037.10
<i>Rocky Mountain - Total For Regional Water Operations</i>			\$8,061.92

Rocky Mountain - ALL DEPARTMENTS \$8,061.92

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #307-432-1300 572B	\$496.59
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$496.59
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$975.08
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			\$975.08
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$3,337.66
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			\$3,337.66
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$212.72
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			\$212.72
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$236.44
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			\$236.44
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$481.21
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			\$481.21
ROCKY MOUNTAIN POWER	Regional Water Operations	See attached for acct numbers	\$34,093.49
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$34,093.49
ROCKY MOUNTAIN POWER	RWS - Booster Stations	See attached for acct numbers	\$12,116.94
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$12,116.94
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-118 6	\$27.74

<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$27.74
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$80.66
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			\$80.66
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$242.43
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$242.43
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$52,300.96

Router

Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Router - Total For Parks - Parks Maint.</i>			\$331.65
Router - ALL DEPARTMENTS			\$331.65

ROSENBAUER MINNESOTA

ROSENBAUER MINNESOTA	Capital Projects Fund	Replacement Engines 2 & 6	\$275,376.00
ROSENBAUER MINNESOTA	Capital Projects Fund	Replacement Engines 2 & 6	\$275,376.00
<i>ROSENBAUER MINNESOTA - Total For Capital Projects Fund</i>			\$550,752.00
ROSENBAUER MINNESOTA - ALL DEPARTMENTS			\$550,752.00

SAFARILAND, LLC

SAFARILAND, LLC	Police Career Services	INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS	\$207.38
<i>SAFARILAND, LLC - Total For Police Career Services</i>			\$207.38
SAFARILAND, LLC - ALL DEPARTMENTS			\$207.38

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Fire-EMS Training	Car seat tech certification - Hill	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Car seat tech certification - Joseph Hagan	\$85.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Lewis car seat tech certification	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	Stafford car seat tech certification	\$55.00
<i>SAFE KIDS WORLDWIDE - Total For Fire-EMS Training</i>			\$250.00
SAFE KIDS WORLDWIDE - ALL DEPARTMENTS			\$250.00

SAMS CLUB #6425

SAMS CLUB #6425	Golf - Operations	Sam's Club General Supplies	\$89.73
<i>SAMS CLUB #6425 - Total For Golf - Operations</i>			<i>\$89.73</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$71.17
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$73.68
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$120.28
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$265.13</i>
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$172.84
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$86.02
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$100.00
<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$358.86</i>
SAMS CLUB #6425	Rec Center - Classes	snacks for Friday at Rec Program	\$54.54
<i>SAMS CLUB #6425 - Total For Rec Center - Classes</i>			<i>\$54.54</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$768.26

SAMSCLUB #6425

SAMSCLUB #6425	Fire-EMS Administration	Fire Admin Supplies	\$35.25
<i>SAMSCLUB #6425 - Total For Fire-EMS Administration</i>			<i>\$35.25</i>
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$339.31
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$339.31</i>
SAMSCLUB #6425	Sewer Wastewater Collection office supplies		\$26.94
<i>SAMSCLUB #6425 - Total For Sewer Wastewater Collection</i>			<i>\$26.94</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$401.50

SAMSCLUB.COM

SAMSCLUB.COM	Balefill - Disposal & Landfill	LDF GLASS CLEANER FOR JANITOR CLOSET	\$31.92
<i>SAMSCLUB.COM - Total For Balefill - Disposal & Landfill</i>			<i>\$31.92</i>
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS	\$210.12
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$210.12</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$242.04

SHEET METAL SPECIALT

SHEET METAL SPECIALT	WWTP Operations	Sheet metal	\$63.40
<i>SHEET METAL SPECIALT - Total For WWTP Operations</i>			<i>\$63.40</i>

SHEET METAL SPECIALT - ALL DEPARTMENTS \$63.40

SHELLY TRUMBULL

SHELLY TRUMBULL General Fund Revenue Artwork for resale in museum store \$81.90

SHELLY TRUMBULL - Total For General Fund Revenue \$81.90

SHELLY TRUMBULL - ALL DEPARTMENTS \$81.90

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR Balefill - Diversion & Special Paint \$43.09

SHERWIN-WILLIAMS COR - Total For Balefill - Diversion & Special \$43.09

SHERWIN-WILLIAMS COR - ALL DEPARTMENTS \$43.09

SILVER FOX STEAKHOUS

SILVER FOX STEAKHOUS Police Administration EATING PLACES, RESTAURANTS \$235.83

SILVER FOX STEAKHOUS - Total For Police Administration \$235.83

SILVER FOX STEAKHOUS - ALL DEPARTMENTS \$235.83

SKYLINE RANCHES

SKYLINE RANCHES Sewer Fund Monthly retail sewer revenue / monthly billi (\$97.10)

SKYLINE RANCHES Sewer Fund Monthly retail sewer revenue / monthly billi \$977.10

SKYLINE RANCHES - Total For Sewer Fund \$880.00

SKYLINE RANCHES WWTP Revenue and Transfer Monthly retail sewer revenue / monthly billi (\$617.72)

SKYLINE RANCHES - Total For WWTP Revenue and Transfers (\$617.72)

SKYLINE RANCHES - ALL DEPARTMENTS \$262.28

SMARSH, INC

SMARSH, INC Information Services Archive Email \$1,940.00

SMARSH, INC - Total For Information Services \$1,940.00

SMARSH, INC - ALL DEPARTMENTS \$1,940.00

SMASH BURGER B

SMASH BURGER B	Fire-EMS Training	Meal for travel to NFA	\$17.38
<i>SMASH BURGER B - Total For Fire-EMS Training</i>			<i>\$17.38</i>
SMASH BURGER B - ALL DEPARTMENTS			\$17.38

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$400.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$400.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$700.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$700.00
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$400.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$2,600.00</i>
SMITH PSYCHOLOGICAL - ALL DEPARTMENTS			\$2,600.00

SO PT HOTEL AND CASI

SO PT HOTEL AND CASI	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$84.75
<i>SO PT HOTEL AND CASI - Total For Police Career Services</i>			<i>\$84.75</i>
SO PT HOTEL AND CASI - ALL DEPARTMENTS			\$84.75

SOFT DR INC

SOFT DR INC	Municipal Court	Water delivery	\$21.55
<i>SOFT DR INC - Total For Municipal Court</i>			<i>\$21.55</i>
SOFT DR INC - ALL DEPARTMENTS			\$21.55

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Police Administration	SPORTING GOODS STORES	\$137.75
<i>SPORTSMANS WAREHOUSE - Total For Police Administration</i>			<i>\$137.75</i>
SPORTSMANS WAREHOUSE	Police Career Services	SPORTING GOODS STORES	\$99.99
<i>SPORTSMANS WAREHOUSE - Total For Police Career Services</i>			<i>\$99.99</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$237.74

SPRINGHILL SUITES

SPRINGHILL SUITES	Police Career Services	SPRINGHILL SUITES	\$290.22
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SPRINGHILL SUITES - Total For Police Career Services \$290.22

SPRINGHILL SUITES - ALL DEPARTMENTS \$290.22

SQ ACT TRUCK AND TR

SQ ACT TRUCK AND TR Balefill - Baler Processing WELDING FUSION COUPLING FOR 950 CAT L \$916.70

SQ ACT TRUCK AND TR - Total For Balefill - Baler Processing \$916.70

SQ ACT TRUCK AND TR - ALL DEPARTMENTS \$916.70

SQ BRECK MEDIA GROU

SQ BRECK MEDIA GROU Hogadon - Operations TOURIST ATTRACTIONS AND EXHIBITS \$500.00

SQ BRECK MEDIA GROU - Total For Hogadon - Operations \$500.00

SQ BRECK MEDIA GROU - ALL DEPARTMENTS \$500.00

SQ GREAT HARVEST BA

SQ GREAT HARVEST BA Human Resources 1/2 dozen doughnuts for CWC 12.17.21 \$8.14

SQ GREAT HARVEST BA - Total For Human Resources \$8.14

SQ GREAT HARVEST BA WWTP Operations Lunch for Mediation- Casper Waste Water Tr \$293.00

SQ GREAT HARVEST BA - Total For WWTP Operations \$293.00

SQ GREAT HARVEST BA - ALL DEPARTMENTS \$301.14

SQ LOG CABIN LEATHE

SQ LOG CABIN LEATHE General Fund Revenue Pins for resale in museum store \$148.00

SQ LOG CABIN LEATHE - Total For General Fund Revenue \$148.00

SQ LOG CABIN LEATHE - ALL DEPARTMENTS \$148.00

SQ PEDEN'S INC.

SQ PEDEN'S INC. Ice Arena - Classes CIA STAFF UNIFORMS \$300.00

SQ PEDEN'S INC. - Total For Ice Arena - Classes \$300.00

SQ PEDEN'S INC. Ice Arena - Operations CIA STAFF UNIFORMS \$352.00

SQ PEDEN'S INC. - Total For Ice Arena - Operations \$352.00

SQ PEDEN'S INC. Water Distribution Embroidery \$108.00

SQ PEDEN'S INC. Water Distribution Coverall embroidery \$19.00

SQ PEDEN'S INC. - Total For Water Distribution			\$127.00
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SQ PEDEN'S INC. - ALL DEPARTMENTS			\$779.00
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SQ SWEET ZOEY

SQ SWEET ZOEY	Police Administration	BAKERIES	\$80.55
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SQ SWEET ZOEY - Total For Police Administration			\$80.55
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SQ SWEET ZOEY - ALL DEPARTMENTS			\$80.55
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SQ WYATT ELECTRIC I

SQ WYATT ELECTRIC I	Parks - Parks Maint.	Globe for light at Susie McMurry	\$113.53
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SQ WYATT ELECTRIC I - Total For Parks - Parks Maint.			\$113.53
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SQ WYATT ELECTRIC I - ALL DEPARTMENTS			\$113.53
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STAPLES

STAPLES	Balefill - Baler Processing	INK CARTRIDGE FOR BALER BLDG BREAK RO	\$69.99
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STAPLES - Total For Balefill - Baler Processing			\$69.99
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STAPLES	Golf - Operations	Office year calendars, box of paper, planners	\$191.93
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STAPLES - Total For Golf - Operations			\$191.93
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STAPLES	Regional Water Operations	UPS For Scada WTP	\$207.99
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STAPLES	Regional Water Operations	Cartridges for Label Maker	\$99.98
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STAPLES - Total For Regional Water Operations			\$307.97
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STAPLES	Traffic Control	Toner for Signal shop printer	\$588.89
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STAPLES - Total For Traffic Control			\$588.89
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STAPLES - ALL DEPARTMENTS			\$1,158.78
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STAPLES DIRECT

STAPLES DIRECT	Balefill - Disposal & Landfill	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$139.99
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STAPLES DIRECT - Total For Balefill - Disposal & Landfill			\$139.99
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STAPLES DIRECT - ALL DEPARTMENTS			\$139.99
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STATE OF WY.

STATE OF WY.	City Attorney	Notary Public application - Ginger Cuartas	\$60.00
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STATE OF WY. - Total For City Attorney \$60.00

STATE OF WY. - ALL DEPARTMENTS \$60.00

STERLING

STERLING Human Resources Centralized employee background \$965.84

STERLING - Total For Human Resources \$965.84

STERLING - ALL DEPARTMENTS \$965.84

STRATEGIC GOVERNMENT

STRATEGIC GOVERNMENT Balefill - Disposal & Landfill 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For Balefill - Disposal & Landfill \$139.00

STRATEGIC GOVERNMENT City Manager 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For City Manager \$139.00

STRATEGIC GOVERNMENT Code Enforcement 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For Code Enforcement \$139.00

STRATEGIC GOVERNMENT Customer Service 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For Customer Service \$139.00

STRATEGIC GOVERNMENT Human Resources 2022 Virtual Conference-IR \$278.00

STRATEGIC GOVERNMENT - Total For Human Resources \$278.00

STRATEGIC GOVERNMENT Information Services 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For Information Services \$139.00

STRATEGIC GOVERNMENT Public Transit - Operations 2022 Virtual Conference-IR \$278.00

STRATEGIC GOVERNMENT - Total For Public Transit - Operations \$278.00

STRATEGIC GOVERNMENT Weed & Pest Fund 2022 Virtual Conference-IR \$139.00

STRATEGIC GOVERNMENT - Total For Weed & Pest Fund \$139.00

STRATEGIC GOVERNMENT - ALL DEPARTMENTS \$1,390.00

Subway 11632

Subway 11632 Police Administration FAST FOOD RESTAURANTS \$166.16

Subway 11632 - Total For Police Administration \$166.16

Subway 11632 - ALL DEPARTMENTS \$166.16

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	Hogadon - Operations	shop supplys	\$8.90
<i>SUTHERLANDS 2219 - Total For Hogadon - Operations</i>			<i>\$8.90</i>
SUTHERLANDS 2219	Refuse - Residential	REFUSE RESIDENTIAL RED CEDAR 1X6 PICKET	\$102.96
<i>SUTHERLANDS 2219 - Total For Refuse - Residential</i>			<i>\$102.96</i>
SUTHERLANDS 2219	Regional Water Operations	Hypo Lines Project	\$50.29
SUTHERLANDS 2219	Regional Water Operations	Mops for Tank Disinfecting	\$59.97
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$110.26</i>
SUTHERLANDS 2219	Water Distribution	Batteries, tools	\$64.45
SUTHERLANDS 2219	Water Distribution	SOLID WIRE SOLDER	\$16.19
SUTHERLANDS 2219	Water Distribution	socket	\$9.99
SUTHERLANDS 2219	Water Distribution	Tool paint/socket	\$27.44
SUTHERLANDS 2219	Water Distribution	Tool paint	\$15.97
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$134.04</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$356.16

SWI, LLC

SWI, LLC	Risk Management	Installation of fencing & materials	\$1,980.00
<i>SWI, LLC - Total For Risk Management</i>			<i>\$1,980.00</i>
SWI, LLC - ALL DEPARTMENTS			\$1,980.00

TEMPLEPUBLI

TEMPLEPUBLI	Police Career Services	NATIONAL MINORITY UPDATE POLICE OFFIC	\$195.00
TEMPLEPUBLI	Police Career Services	National Minority Update - PSCC Recruitmen	\$195.00
<i>TEMPLEPUBLI - Total For Police Career Services</i>			<i>\$390.00</i>
TEMPLEPUBLI - ALL DEPARTMENTS			\$390.00

TEST GAUGE INC CO

TEST GAUGE INC CO	Water Distribution	Test gauge calibration & recertification	\$114.80
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<i>TEST GAUGE INC CO - Total For Water Distribution</i>			\$114.80
TEST GAUGE INC CO - ALL DEPARTMENTS			\$114.80

THATCHER CO.

THATCHER CO.	Regional Water Operations	Miscellaneous Item	\$12,234.12
<i>THATCHER CO. - Total For Regional Water Operations</i>			\$12,234.12
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride on 10/28/22	\$4,422.52
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 11/22/22	\$10,184.26
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 9/23/21.	\$9,825.26
THATCHER CO.	WWTP Regional Interceptors	Ferrous Chloride delivery on 10/22/21	\$5,499.44
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 12/1/21	\$10,149.38
THATCHER CO.	WWTP Regional Interceptors	Ferrous chloride delivery on 1/12/22	\$7,886.54
<i>THATCHER CO. - Total For WWTP Regional Interceptors</i>			\$47,967.40
THATCHER CO. - ALL DEPARTMENTS			\$60,201.52

THE ABY MANUFACTURIN

THE ABY MANUFACTURIN	Police Administration	Uniform supplies	\$5,313.45
<i>THE ABY MANUFACTURIN - Total For Police Administration</i>			\$5,313.45
THE ABY MANUFACTURIN - ALL DEPARTMENTS			\$5,313.45

THE GREENE TURTLE

THE GREENE TURTLE	Fire-EMS Training	Meal on 10/29 while traveling to the NFA	\$20.22
<i>THE GREENE TURTLE - Total For Fire-EMS Training</i>			\$20.22
THE GREENE TURTLE - ALL DEPARTMENTS			\$20.22

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Supplies to repair door at Solid Waste	\$17.97
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies	\$29.94
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$47.91
THE HOME DEPOT	Golf - Operations	General Supplies/ Training Supplies	\$59.38
<i>THE HOME DEPOT - Total For Golf - Operations</i>			\$59.38
THE HOME DEPOT	Hogadon - Operations	Shop supplies	\$74.20
THE HOME DEPOT	Hogadon - Operations	Fuel	\$63.90

<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			\$138.10
THE HOME DEPOT	Ice Arena - Operations	CUSTODIAL SUPPLIES - Broom, Squeegee, Toi	\$109.80
THE HOME DEPOT	Ice Arena - Operations	WD40 and Tube for Floor scrubber	\$44.26
<i>THE HOME DEPOT - Total For Ice Arena - Operations</i>			\$154.06
THE HOME DEPOT	Public Transit - Operations	COVID Supplies	\$630.20
<i>THE HOME DEPOT - Total For Public Transit - Operations</i>			\$630.20
THE HOME DEPOT	Refuse - Residential	RESIDENTIAL OP SUPPLIES	\$200.48
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			\$200.48
THE HOME DEPOT - ALL DEPARTMENTS			\$1,230.13

THE INN AT LANDER

THE INN AT LANDER	Fire-EMS Training	Hotel stay for training in Lander	\$157.40
THE INN AT LANDER	Fire-EMS Training	Motel hold charged to card for training trave	\$78.70
<i>THE INN AT LANDER - Total For Fire-EMS Training</i>			\$236.10
THE INN AT LANDER - ALL DEPARTMENTS			\$236.10

THE UPS STORE

THE UPS STORE	Parks - Parks Maint.	Shipping backflow prevention test kits for cal	\$123.83
<i>THE UPS STORE - Total For Parks - Parks Maint.</i>			\$123.83
THE UPS STORE - ALL DEPARTMENTS			\$123.83

Thyssenkrupp

Thyssenkrupp	Buildings & Structures Fund	Full maintenance / overtime portion	\$2,867.23
<i>Thyssenkrupp - Total For Buildings & Structures Fund</i>			\$2,867.23
Thyssenkrupp	Capital Projects Fund	Full maintenance / overtime portion	\$2,184.56
Thyssenkrupp	Capital Projects Fund	Elevator repair/maintenance	\$1,983.00
<i>Thyssenkrupp - Total For Capital Projects Fund</i>			\$4,167.56
Thyssenkrupp - ALL DEPARTMENTS			\$7,034.79

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	Copy Charge - January 2022	\$184.29
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$184.29
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy charge - January 2022	\$61.50

<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$61.50
TOP OFFICE PRODUCTS	Municipal Court	Copy charge - December 2021	\$38.17
TOP OFFICE PRODUCTS	Municipal Court	Copy charge - January 2022	\$41.67
<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			\$79.84
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy charge - January 2022	\$61.50
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$61.50
TOP OFFICE PRODUCTS	Streets	Copy charge - January 2022	\$61.50
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$61.50
TOP OFFICE PRODUCTS	Water Distribution	January 2022 Copy Charge	\$91.43
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			\$91.43
TOP OFFICE PRODUCTS	WWTP Operations	Copy charge - January 2022	\$120.00
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$120.00
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$660.06

TOWNEPLACE SUITES BA

TOWNEPLACE SUITES BA	Police Career Services	FAIRFIELD INN	\$706.86
<i>TOWNEPLACE SUITES BA - Total For Police Career Services</i>			\$706.86
TOWNEPLACE SUITES BA - ALL DEPARTMENTS			\$706.86

TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN	Hogadon - Operations	ADVERTISING SERVICES	\$1,036.00
TOWNSQUARE MEDIA, IN	Hogadon - Operations	ADVERTISING SERVICES	\$1,000.00
<i>TOWNSQUARE MEDIA, IN - Total For Hogadon - Operations</i>			\$2,036.00
TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS			\$2,036.00

TRADEWINDS ISLAND RE

TRADEWINDS ISLAND RE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	\$64.20
<i>TRADEWINDS ISLAND RE - Total For Police Career Services</i>			\$64.20
TRADEWINDS ISLAND RE - ALL DEPARTMENTS			\$64.20

TRANSUNION RISK AND

TRANSUNION RISK AND	Police Investigations	Acct ID# 220805 / Stmt ID# 220805-202112-	\$420.90
<i>TRANSUNION RISK AND - Total For Police Investigations</i>			\$420.90

TRANSUNION RISK AND - ALL DEPARTMENTS \$420.90

TRAVEL GUARD GROUP I

TRAVEL GUARD GROUP I Fire-EMS Training Insurance on flight for Garrett Crotty training \$41.63

TRAVEL GUARD GROUP I - Total For Fire-EMS Training \$41.63

TRAVEL GUARD GROUP I - ALL DEPARTMENTS \$41.63

TRETO CONST.

TRETO CONST. Capital Projects Fund Contract Withholding: 21300127 \$8,591.00

TRETO CONST. - Total For Capital Projects Fund \$8,591.00

TRETO CONST. - ALL DEPARTMENTS \$8,591.00

TRITECH FORENSICS

TRITECH FORENSICS Police Career Services LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI \$796.00

TRITECH FORENSICS Police Career Services LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI \$398.00

TRITECH FORENSICS - Total For Police Career Services \$1,194.00

TRITECH FORENSICS - ALL DEPARTMENTS \$1,194.00

TRI-TECHNICAL SYSTEM

TRI-TECHNICAL SYSTEM Golf - Operations POS IT Support \$55.00

TRI-TECHNICAL SYSTEM - Total For Golf - Operations \$55.00

TRI-TECHNICAL SYSTEM - ALL DEPARTMENTS \$55.00

TST WYOMING RIB

TST WYOMING RIB Fire-EMS Training Local 904 Union-Management Lunch Meetin \$147.91

TST WYOMING RIB - Total For Fire-EMS Training \$147.91

TST WYOMING RIB - ALL DEPARTMENTS \$147.91

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Gems S028911 - Tyler Conversio \$52.22

TYLER TECHNOLOGIES I Balefill - Disposal & Landfill Gems S028911 - Tyler Conversio \$1,232.25

<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			\$1,284.47
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$23,016.36
TYLER TECHNOLOGIES I	Capital Projects Fund	Gems S028911 - Tyler Conversio	\$975.38
<i>TYLER TECHNOLOGIES I - Total For Capital Projects Fund</i>			\$23,991.74
TYLER TECHNOLOGIES I	Finance	Training	\$700.00
<i>TYLER TECHNOLOGIES I - Total For Finance</i>			\$700.00
TYLER TECHNOLOGIES I	Information Services	MyCivic Bundle installation &	\$740.00
<i>TYLER TECHNOLOGIES I - Total For Information Services</i>			\$740.00
TYLER TECHNOLOGIES I	Municipal Court	Court case management	\$650.00
<i>TYLER TECHNOLOGIES I - Total For Municipal Court</i>			\$650.00
TYLER TECHNOLOGIES I	Police Administration	Brazos Records Mngmnt Sys Annual Mainten	\$2,856.19
<i>TYLER TECHNOLOGIES I - Total For Police Administration</i>			\$2,856.19
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$119.42
TYLER TECHNOLOGIES I	Refuse - Residential	Gems S028911 - Tyler Conversio	\$2,817.99
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			\$2,937.41
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$67.62
TYLER TECHNOLOGIES I	Regional Water Operations	Gems S028911 - Tyler Conversio	\$1,595.65
<i>TYLER TECHNOLOGIES I - Total For Regional Water Operations</i>			\$1,663.27
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$58.24
TYLER TECHNOLOGIES I	Sewer Wastewater Collection	Gems S028911 - Tyler Conversio	\$1,374.31
<i>TYLER TECHNOLOGIES I - Total For Sewer Wastewater Collection</i>			\$1,432.55
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$2,999.69
TYLER TECHNOLOGIES I	Water Distribution	Gems S028911 - Tyler Conversio	\$127.12
<i>TYLER TECHNOLOGIES I - Total For Water Distribution</i>			\$3,126.81
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$39,382.44

UEC LLC

UEC LLC	Water Distribution	Oil for booster station air compressors	\$135.52
<i>UEC LLC - Total For Water Distribution</i>			\$135.52
UEC LLC - ALL DEPARTMENTS			\$135.52

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Golf - Operations	General Golf Shop Supplies	\$207.85
<i>ULINE SHIP SUPPLIE - Total For Golf - Operations</i>			\$207.85

ULINE SHIP SUPPLIE - ALL DEPARTMENTS \$207.85

UNION WIRELESS

UNION WIRELESS Water Tanks Upper Rock Creek Reservoir SCADA & Cell Ph \$95.12

UNION WIRELESS - Total For Water Tanks \$95.12

UNION WIRELESS - ALL DEPARTMENTS \$95.12

UNITED 0162367094

UNITED 0162367094 Police Career Services UNITED AIRLINES \$349.80

UNITED 0162367094 - Total For Police Career Services \$349.80

UNITED 0162367094 - ALL DEPARTMENTS \$349.80

UNITED 0162374149

UNITED 0162374149 Police Career Services UNITED AIRLINES \$477.80

UNITED 0162374149 - Total For Police Career Services \$477.80

UNITED 0162374149 - ALL DEPARTMENTS \$477.80

UNITED 0162375398

UNITED 0162375398 Police Career Services UNITED AIRLINES \$369.80

UNITED 0162375398 - Total For Police Career Services \$369.80

UNITED 0162375398 - ALL DEPARTMENTS \$369.80

UNITED 0162375951

UNITED 0162375951 Fire-EMS Training Flight to attend the National Fire Academy \$144.01

UNITED 0162375951 - Total For Fire-EMS Training \$144.01

UNITED 0162375951 - ALL DEPARTMENTS \$144.01

UNITED 0162376628

UNITED 0162376628 Police Career Services UNITED AIRLINES \$22.38

UNITED 0162376628 - Total For Police Career Services \$22.38

UNITED 0162376628 - ALL DEPARTMENTS \$22.38

UNITED 0162377278

UNITED 0162377278 Fire-EMS Training Airfare for Garrett Crotty to the High Rise Op \$640.40

UNITED 0162377278 - Total For Fire-EMS Training \$640.40

UNITED 0162377278 - ALL DEPARTMENTS \$640.40

UNITED 0162385663

UNITED 0162385663 Police Career Services UNITED AIRLINES \$683.80

UNITED 0162385663 - Total For Police Career Services \$683.80

UNITED 0162385663 - ALL DEPARTMENTS \$683.80

UNITED 0162386613

UNITED 0162386613 Police Administration UNITED AIRLINES \$553.20

UNITED 0162386613 - Total For Police Administration \$553.20

UNITED 0162386613 - ALL DEPARTMENTS \$553.20

UNITED 0162386614

UNITED 0162386614 Police Administration UNITED AIRLINES \$553.20

UNITED 0162386614 - Total For Police Administration \$553.20

UNITED 0162386614 - ALL DEPARTMENTS \$553.20

UNITED 0162386702

UNITED 0162386702 Police Administration UNITED AIRLINES (\$553.70)

UNITED 0162386702 Police Administration UNITED AIRLINES \$0.50

UNITED 0162386702 - Total For Police Administration (\$553.20)

UNITED 0162386702 - ALL DEPARTMENTS (\$553.20)

UNITED 0162386818

UNITED 0162386818 Police Administration UNITED AIRLINES (\$607.70)

UNITED 0162386818 - Total For Police Administration (\$607.70)

UNITED 0162386818 - ALL DEPARTMENTS (\$607.70)

UNITED 0162387258

UNITED 0162387258 Police Career Services UNITED AIRLINES \$470.20

UNITED 0162387258 - Total For Police Career Services \$470.20

UNITED 0162387258 - ALL DEPARTMENTS \$470.20

UNITED 0169949331

UNITED 0169949331 Police Career Services UNITED AIRLINES \$29.00

UNITED 0169949331 - Total For Police Career Services \$29.00

UNITED 0169949331 - ALL DEPARTMENTS \$29.00

UNITED 0169952555

UNITED 0169952555 Police Career Services UNITED AIRLINES \$35.00

UNITED 0169952555 - Total For Police Career Services \$35.00

UNITED 0169952555 - ALL DEPARTMENTS \$35.00

UPS 0000008F045W451

UPS 0000008F045W451 Regional Water Operations Testing \$448.59

UPS 0000008F045W451 - Total For Regional Water Operations \$448.59

UPS 0000008F045W451 - ALL DEPARTMENTS \$448.59

URGENT CARE OF CASPE

URGENT CARE OF CASPE Property Insurance Fund New Hire / Random Testing - January 2022 \$5,187.00

URGENT CARE OF CASPE - Total For Property Insurance Fund \$5,187.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$5,187.00

USA BLUE BOOK

USA BLUE BOOK WWTP Operations floats \$366.84

USA BLUE BOOK WWTP Operations Credit (\$16.51)

USA BLUE BOOK - Total For WWTP Operations \$350.33

USA BLUE BOOK - ALL DEPARTMENTS \$350.33

USPS PO 5715580945

USPS PO 5715580945 Planning POSTAGE STAMPS \$232.00

USPS PO 5715580945 - Total For Planning \$232.00

USPS PO 5715580945 - ALL DEPARTMENTS \$232.00

UTM REALITY BASED TR

UTM REALITY BASED TR Police Administration MISCELLANEOUS AND RETAIL STORES \$1,220.41

UTM REALITY BASED TR - Total For Police Administration \$1,220.41

UTM REALITY BASED TR - ALL DEPARTMENTS \$1,220.41

UW CASHIER OFFICE

UW CASHIER OFFICE Engineering Registration for Care and Repair of Asphalt C \$150.00

UW CASHIER OFFICE Engineering Registration Fees for Local Project Administr \$285.00

UW CASHIER OFFICE - Total For Engineering \$435.00

UW CASHIER OFFICE - ALL DEPARTMENTS \$435.00

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT Customer Service GOVERNMENT SERVICES NOT ELSEWHERE CL \$26.50

VCN NATRONAREALESTAT - Total For Customer Service \$26.50

VCN NATRONAREALESTAT Planning GOVERNMENT SERVICES NOT ELSEWHERE CL \$104.50

VCN NATRONAREALESTAT - Total For Planning \$104.50

VCN NATRONAREALESTAT - ALL DEPARTMENTS \$131.00

VERIZON WIRELESS

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

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

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

VERIZON WIRELESS Fire-EMS Administration Acct #571507176-00002 \$120.03

VERIZON WIRELESS - Total For Fire-EMS Administration \$1,720.43

VERIZON WIRELESS - ALL DEPARTMENTS

\$1,760.44

VISTAR ROCKY MOUNTAI

VISTAR ROCKY MOUNTAI	Ice Arena - Concessions	CONCESSIONS	\$111.46
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<i>VISTAR ROCKY MOUNTAI - Total For Ice Arena - Concessions</i>			\$111.46
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VISTAR ROCKY MOUNTAI - ALL DEPARTMENTS

\$111.46

VMACY

VMACY	Police Career Services	Sewing / embroidery service	\$27.00
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<i>VMACY - Total For Police Career Services</i>			\$27.00
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VMACY - ALL DEPARTMENTS

\$27.00

VRC COMPANIES LLC

VRC COMPANIES LLC	Municipal Court	File destruction fee	\$55.13
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<i>VRC COMPANIES LLC - Total For Municipal Court</i>			\$55.13
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VRC COMPANIES LLC	Police Administration	File destruction	\$158.76
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<i>VRC COMPANIES LLC - Total For Police Administration</i>			\$158.76
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VRC COMPANIES LLC - ALL DEPARTMENTS

\$213.89

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$49.20
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<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			\$49.20
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VZWRLSS MY VZ VB P - ALL DEPARTMENTS

\$49.20

WAL-MART #1617

WAL-MART #1617	Fire-EMS Operations	Station Supplies	\$9.76
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<i>WAL-MART #1617 - Total For Fire-EMS Operations</i>			\$9.76
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WAL-MART #1617	Golf - Operations	Walmart Training Aids Golf	\$21.76
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<i>WAL-MART #1617 - Total For Golf - Operations</i>			\$21.76
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WAL-MART #1617	Ice Arena - Concessions	CONCESSIONS	\$39.96
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<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			\$39.96
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WAL-MART #1617	Public Transit - Operations	CATC Covid-19 Emergency Relief	\$125.88
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WAL-MART #1617 - Total For Public Transit - Operations	\$125.88
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WAL-MART #1617 - ALL DEPARTMENTS	\$197.36
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WAL-MART #3778

WAL-MART #3778	Regional Water Operations	GROCERY STORES, SUPERMARKETS	\$35.35
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WAL-MART #3778 - Total For Regional Water Operations	\$35.35
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WAL-MART #3778 - ALL DEPARTMENTS	\$35.35
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WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP Operations	1Q 2022 WET testing	\$1,100.00
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WAMCO LABS, INC. - Total For WWTP Operations	\$1,100.00
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WAMCO LABS, INC. - ALL DEPARTMENTS	\$1,100.00
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WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Monthly water service	\$31.17
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WARDWELL WATER & SEW - Total For RWS - Booster Stations	\$31.17
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WARDWELL WATER & SEW - ALL DEPARTMENTS	\$31.17
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WEAR PARTS INC

WEAR PARTS INC	Ice Arena - Operations	BLADE SHARPENER FILTER CLEANED	\$75.00
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WEAR PARTS INC - Total For Ice Arena - Operations	\$75.00
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WEAR PARTS INC	WWTP Operations	Stand	\$199.13
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WEAR PARTS INC - Total For WWTP Operations	\$199.13
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WEAR PARTS INC - ALL DEPARTMENTS	\$274.13
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Wear Parts, Inc.

Wear Parts, Inc.	Refuse - Commercial	Bolts	\$36.99
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Wear Parts, Inc. - Total For Refuse - Commercial	\$36.99
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Wear Parts, Inc. - ALL DEPARTMENTS	\$36.99
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WEISSMAN'S THEATRICA

WEISSMAN'S THEATRICA	Rec Center - Operations	Recital Costumes for Dance Programs CRC	\$199.75
<i>WEISSMAN'S THEATRICA - Total For Rec Center - Operations</i>			<i>\$199.75</i>
WEISSMAN'S THEATRICA - ALL DEPARTMENTS			\$199.75

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library plan charges	\$143.25
WEST PUBLISHING CORP	City Attorney	Online/software subscription	\$848.74
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$991.99</i>
WEST PUBLISHING CORP - ALL DEPARTMENTS			\$991.99

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Midwest Elm to Walnut Construc	\$606.00
WESTERN WATER CONSUL	Capital Projects Fund	K St Imp-St Mary-Bryan Stk Eng	\$3,593.00
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$4,199.00</i>
WESTERN WATER CONSUL	Sewer Wastewater Collection	K St Imp-St Mary-Bryan Stk Eng	\$1,008.00
<i>WESTERN WATER CONSUL - Total For Sewer Wastewater Collection</i>			<i>\$1,008.00</i>
WESTERN WATER CONSUL	Water Distribution	K St Imp-St Mary-Bryan Stk Eng	\$1,702.00
<i>WESTERN WATER CONSUL - Total For Water Distribution</i>			<i>\$1,702.00</i>
WESTERN WATER CONSUL - ALL DEPARTMENTS			\$6,909.00

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer revenue / monthly billi	\$3,991.00
WESTLAND PARK-RED BU	Sewer Fund	Monthly retail sewer revenue / monthly billi	(\$399.10)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,591.90</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Monthly retail sewer revenue / monthly billi	(\$1,117.36)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,117.36)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$2,474.54

WINGATE BY WYNDHAM T

WINGATE BY WYNDHAM T	Police Career Services	WYNDHAM	\$249.70
<i>WINGATE BY WYNDHAM T - Total For Police Career Services</i>			<i>\$249.70</i>
WINGATE BY WYNDHAM T - ALL DEPARTMENTS			\$249.70

WINN-MARION BARBER,

WINN-MARION BARBER,	Regional Water Operations	Lab Supplies	\$981.38
<i>WINN-MARION BARBER, - Total For Regional Water Operations</i>			<i>\$981.38</i>
WINN-MARION BARBER, - ALL DEPARTMENTS			\$981.38

WM SUPERCENTER

WM SUPERCENTER	Balefill - Baler Processing	COFFEE PODS, SHOP TOWELS, PAPER TOWEL	\$78.68
<i>WM SUPERCENTER - Total For Balefill - Baler Processing</i>			<i>\$78.68</i>
WM SUPERCENTER	Balefill - Diversion & Special	COFFEE PODS, SHOP TOWELS, PAPER TOWEL	\$4.56
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$4.56</i>
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$41.48
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$41.48</i>
WM SUPERCENTER	Regional Water Operations	GROCERY STORES, SUPERMARKETS	(\$17.15)
WM SUPERCENTER	Regional Water Operations	GROCERY STORES, SUPERMARKETS	\$16.33
WM SUPERCENTER	Regional Water Operations	Batteries For Key Fob	\$17.15
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$16.33</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$141.05

WWW.WGGA.ORG

WWW.WGGA.ORG	Cemetery	WGGA Conference Fees Cemetery ML JW M	\$600.00
<i>WWW.WGGA.ORG - Total For Cemetery</i>			<i>\$600.00</i>
WWW.WGGA.ORG	Parks - Parks Maint.	WGGA conference registration for Mark Brat	\$200.00
<i>WWW.WGGA.ORG - Total For Parks - Parks Maint.</i>			<i>\$200.00</i>
WWW.WGGA.ORG	Refuse - Residential	TRAINING/TRAVEL	\$200.00
<i>WWW.WGGA.ORG - Total For Refuse - Residential</i>			<i>\$200.00</i>
WWW.WGGA.ORG	Weed & Pest Fund	WGGA conference registration	\$200.00
<i>WWW.WGGA.ORG - Total For Weed & Pest Fund</i>			<i>\$200.00</i>
WWW.WGGA.ORG - ALL DEPARTMENTS			\$1,200.00

WY. ASSOC. OF RURAL

WY. ASSOC. OF RURAL	Regional Water Operations	2022 Annual Conference Registration	\$790.00
<i>WY. ASSOC. OF RURAL - Total For Regional Water Operations</i>			<i>\$790.00</i>

WY. ASSOC. OF RURAL - ALL DEPARTMENTS \$790.00

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT Police Career Services Peace officer mini-basic training \$1,124.50

WY. LAW ENFORCEMENT Police Career Services Peace officer basic training \$1,401.45

WY. LAW ENFORCEMENT - Total For Police Career Services \$2,525.95

WY. LAW ENFORCEMENT - ALL DEPARTMENTS \$2,525.95

WY. MACHINERY CO.

WY. MACHINERY CO. Capital Projects Fund Scissor Lift for CRC \$18,650.00

WY. MACHINERY CO. - Total For Capital Projects Fund \$18,650.00

WY. MACHINERY CO. Regional Water Operations Hypo Lines Project \$294.00

WY. MACHINERY CO. - Total For Regional Water Operations \$294.00

WY. MACHINERY CO. - ALL DEPARTMENTS \$18,944.00

WY. STATE FIREMEN'S

WY. STATE FIREMEN'S Fire-EMS Administration 2022 Annual Dues \$75.00

WY. STATE FIREMEN'S - Total For Fire-EMS Administration \$75.00

WY. STATE FIREMEN'S - ALL DEPARTMENTS \$75.00

WY. WATER QUALITY &

WY. WATER QUALITY & Sewer Wastewater Collection Memberships \$60.00

WY. WATER QUALITY & - Total For Sewer Wastewater Collection \$60.00

WY. WATER QUALITY & - ALL DEPARTMENTS \$60.00

WY. WORKERS COMPENSA

WY. WORKERS COMPENSA Municipal Court Acct #09-81184-0-07 / Unemployment 4Q - F (\$13.46)

WY. WORKERS COMPENSA - Total For Municipal Court (\$13.46)

WY. WORKERS COMPENSA Police Administration Acct #09-81184-0-07 / Unemployment 4Q - F \$526.00

WY. WORKERS COMPENSA - Total For Police Administration \$526.00

WY. WORKERS COMPENSA Rec Center - Classes Acct #09-81184-0-07 / Unemployment 4Q - F \$1,577.84

WY. WORKERS COMPENSA - Total For Rec Center - Classes \$1,577.84

WY. WORKERS COMPENSA	Water Administration	Acct #09-81184-0-07 / Unemployment 4Q - F	\$4,811.40
<i>WY. WORKERS COMPENSA - Total For Water Administration</i>			<i>\$4,811.40</i>
WY. WORKERS COMPENSA - ALL DEPARTMENTS			\$6,901.78

WYOMING FOOD BANK OF

WYOMING FOOD BANK OF	Capital Projects Fund	1%#16 Funding WY Food Bank of	\$2,500.00
<i>WYOMING FOOD BANK OF - Total For Capital Projects Fund</i>			<i>\$2,500.00</i>
WYOMING FOOD BANK OF - ALL DEPARTMENTS			\$2,500.00

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Water Meters	Investigate, terminate & test cable for Meter	\$150.00
<i>WYOMING LOW VOLTAGE - Total For Water Meters</i>			<i>\$150.00</i>
WYOMING LOW VOLTAGE - ALL DEPARTMENTS			\$150.00

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Monthly copier usage	\$205.08
<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$205.08</i>
XEROX CORPORATION - ALL DEPARTMENTS			\$205.08

YOURMEMBER-CAREERS

YOURMEMBER-CAREERS	Police Career Services	NENA - Career Board - PSCC Recruitment	\$149.00
<i>YOURMEMBER-CAREERS - Total For Police Career Services</i>			<i>\$149.00</i>
YOURMEMBER-CAREERS - ALL DEPARTMENTS			\$149.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,264,575.02

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
 02/15/22

Additional Accounts Payable

01/27/22

Prewrits - Payroll Vendors

Continental American Insurance (Aflac)	2,119.80
NCPERS Group Life Insurance	2,048.00
	4,167.80

02/03/22

Prewrits - Payroll Vendors & Property Closing Cost

American Heritage Life Insurance Company	4,185.68
First American Title Insurance Co. (Closing cost on sale of property - Liberty Square)	1,917.00
Wyo. Retirement System - City	272,876.01
Wyo. Retirement System - Fire	162,474.35
Wyo. Retirement System - Police	122,493.38
Wyo Dept of Workforce Services	75,644.92
	639,591.34

Total Additional AP \$ 643,759.14

February 11, 2022

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

Meeting Type & Date
Regular Council Meeting
February 15, 2021

Action Type
Public Hearing
Resolution

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

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

Financial Considerations
Total net impact (after application of unanticipated revenues and transfers) to various funds is \$7,066,518 shown as follows:

General Fund:	(\$	9,241)
Perpetual Care Fund:	(\$	183,292)
Metro:	\$	7,540
River Fund:	\$	133,945
CARES Fund:	(\$	267,257)
Revolving Land Fund:	\$	270,000
Capital Fund:	(\$	2,521,585)
Water Fund:	(\$	16,740)
Sewer Fund:	(\$	91,000)
WWTP Fund:	(\$	5,216)
Refuse Fund:	(\$	153,531)
Balefill Fund:	(\$	4,183,390)
Golf Fund:	(\$	39,610)
Fleet Maint. Fund:	(\$	7,141)

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Budget Amendment #2 Resolution

Budget Amendment Detail

FY '22 BUDGET AMENDMENT #2 DETAIL				
	FUNDING	NEW OR		
	REQUESTED	OFFSETTING	DESCRIPTION	FUNDING SOURCE
		REVENUES		
GENERAL FUND (101)				
General Government (501)				
Safety Equipment	\$ 4,620		Metal Detector for Court	Impact Dollars
Light Equipment	\$ 4,620		Metal detector for City Council	Impact Dollars
Programs and Projects	\$ 11,000		Fix wrong classification in budget amendment 1	No impact
Programs and Projects	\$ 1,830	\$ (1,830)	City golf tournament entry fees collected	Offset by amount collected
Total General Government	\$ 22,071	\$ (1,830)		
Health and Social Services (504)				
Programs and Projects	\$ (11,000)		Fix wrong classification in budget amendment 1	No impact
Total Health and Social Service	\$ (11,000)	\$ -		
Perpetual Care Fund (103)				
Other Contractual	\$ 183,292		Freight Elevator at the Ford Wyoming Center re-drilling expense.	Earnings from Corpus
Total Perpetual Care Fund	\$ 183,292	\$ -		
Metro Animal Shelter/Control Fund (105)				
Improvements Other Than Bldgs	\$ (7,540)		Fix wrong fund coding in budget amendment 1	No impact
Total MAS/MAC	\$ (7,540)	\$ -		
River fund (106)				
Transfer in		\$ (403,945)	First Street Reach Project funds in Fund 150 and should be in 106	One%15 money - offset by BP settlement
Transfer in		\$ 270,000	Land purchase will not happen in FY22. Transfer funds budgeted back.	Previously transferred funds
Total River Fund	\$ -	\$ (133,945)		
CARES fund (107)				
Transfer out	\$ 34,000		Transfer for automatic doors at Ice Arena and Rec Center	
Transfer out	\$ 18,000		One time transfer out to Casper Event Center fund - Visit Casper	CARES fund reserves
Transfer out	\$ 50,000		Transfer to Capital Projects fund - Proud to Host the Best	CARES fund reserves
Salary and Wages	\$ 131,943		Covid Incentive program expense budget	CARES fund reserves
FICA/SS Contributions	\$ 8,615		Covid Incentive program expense budget	CARES fund reserves
Workers Compensation	\$ 3,399		Covid Incentive program expense budget	CARES fund reserves
Other Contractual	\$ 25,000		Auditing and accounting consulting work.	CARES fund reserves
Misc Revenue		\$ (3,700)	Reimbursement from Health Department for Covid Vaccine Incentive.	
Total CARES Fund	\$ 270,957	\$ (3,700)		
Revolving Land Fund (113)				
Transfer Out	\$ (270,000)	\$ -	Land purchase will not happen in FY22. Transfer funds budgeted back.	Previously transferred funds
Total Revolving Land Fund	\$ (270,000)	\$ -		

FY '22 BUDGET AMENDMENT #2 DETAIL (Page 2)				
	FUNDING	NEW OR		
	REQUESTED	OFFSETTING	DESCRIPTION	FUNDING SOURCE
		REVENUES		
Capital Fund (150)				
Improvements Other Than Buildings	\$ 180,500		Marathon Impound Lot improvements	Capital Reserves
Improvements Other Than Buildings	\$ 7,540		Fix wrong fund coding in budget amendment 1	No impact
Improvements Other Than Buildings	\$ 541,138		Poplar and 1st Street Enhancements	\$100,000 from Donations and \$441,138 1 cent 16
Improvements Other Than Buildings	\$ 149,498		I-25 Casper Marginal Project	Once Cent 16
Heavy Equip. - New	\$ 610,892		Replace Fire Engine E2	Once Cent 16
Heavy Equip. - New	\$ 610,892		Replace Fire Engine E6	Once Cent 16
Heavy Equip. - New	\$ 36,000		Reserve Engine #3	Once Cent 16
Improvements to Buildings	\$ 15,180		Boiler heads at the Casper Family Aquatics Center	1 cent 16
Other Contractual	\$ 50,000		Proud to Host the best Sponsorship	CARES fund reserves
Transfer Out	\$ 403,945		First Street Reach Project funds in Fund 150 and should be in 106	One Cent 15 money - offset by BP settlement
Transfer In		\$ (34,000)	Transfer for automatic doors at Ice Arena and Rec Center	CARES fund reserves
Transfer in		\$ (50,000)	Transfer from CARES fund - Proud to Host the Best	CARES fund reserves
Total Capital Fund	\$ 2,605,585	\$ (84,000)		
Water Fund (201)				
Other Contractual	\$ 16,740		Budget Carryover from FY21 missed - CPU Roof Replacement	Carry over from prior year budget
Total Water Fund	\$ 16,740	\$ -		
Sewer Fund (203)				
Improvements Other Than Buildings	\$ 91,000		Fix wrong fund coding in budget amendment 1	No impact
Total Sewer Fund	\$ 91,000	\$ -		
WWTP Fund (204)				
Maintenance Agreements	\$ 5,216		Budget Carryover from FY21 missed - CPU Roof Replacement	Carry over from prior year budget
Total WWTP Fund	\$ 5,216	\$ -		
Refuse Collection (205)				
Heavy Equipment	\$ 81,796		Budget Carryover from FY21 missed - Rear Loader	Carry over from prior year budget
Gas/Fuel	\$ 71,735		Fuel costs were budgeted at \$2.50 a gallon and the price has been higher.	Refuse Reserves
Total Refuse Collection Fund	\$ 153,531	\$ -		
Balefill (206)				
Improvements Other Than Buildings	\$ 1,650,000		New cell needed 90 days ealier than anticipated - Lining next cell	Balefill Reserves
Improvements Other Than Buildings	\$ 2,264,350		New cell needed 90 days ealier than anticipated - Cell closer	Balefill Reserves
Improvements Other Than Buildings	\$ (91,000)		Fix wrong fund coding in budget amendment 1	No impact
General Supplies	\$ 300,000		Purchase of Baler Bages - Thought these were encumbered from prior year but were not	Balefill Reserves
Professional Services	\$ 25,040		Budget Carryover from FY21 missed - storm water pollution prevention	Carry over from prior year budget
Credit Card Fees	\$ 35,000		Credit card fees was missed during original budgeting.	Balefill Reserves
Total Balefill Fund	\$ 4,183,390	\$ -		
Golf Fund (222)				
Improvements to Buildings	\$ 39,610		Budget Carryover from FY21 missed - garage doors at 19th hole	Carry over from prior year budget
Total Golf Fund	\$ 39,610	\$ -		

FY '22 BUDGET AMENDMENT #2 DETAIL (Page 3)				
		NEW OR		
	FUNDING	OFFSETTING		
	REQUESTED	REVENUES	DESCRIPTION	FUNDING SOURCE
Event Center (226)				
Transfer In		\$ (18,000)	One time transfer in from CARES fund - Visit Casper	CARES fund reserves
Consulting Services	\$ 18,000		Ford Wyoming Center Feasibility Study not to exceed \$18,000	CARES fund reserves
Total Events Center	\$ 18,000	\$ (18,000)		
Fleet Maintenance (251)				
Other Contractual	\$ 7,141		Budget Carryover from FY21 missed - storm water pollution prevention	Carry over from prior year budget
Total Fleet Maintenance	\$ 7,141	\$ -		
Total All Funds	\$ 7,307,993	\$ (241,475)		

RESOLUTION NO. 22-18

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022					
(SECOND AMENDMENT TO THE ORIGINAL ADOPTED BUDGET)					
Section 1. The originally adopted Fiscal Year 2022 budget is amended as set out herein and in the detail by fund type and activity that supports this resolution.					
		Current Budget As amended	Amendment BA #2	Total Budget As Amended	Amendment #2 Funding Source(s)
General Fund Revenues & Other Financing Sources					
Taxes	101	4,405,770		4,405,770	
Licenses & Permits	101	6,082,900		6,082,900	
Intergovernmental	101	32,413,246		32,413,246	
Fines and Forfeits	101	1,040,000		1,040,000	
Charges for Services	101	4,282,602		4,282,602	
Interest	101	254,068		254,068	
Miscellaneous	101	846,486		846,486	
Operating Transfers	101	201,000	1,830	202,830	City collected golf entry fees
Total GF Revenues and Other Sources	101	49,526,072	1,830	49,527,902	
General Fund Expenditures & Other Financing Uses					
Public Safety (502)	101	26,829,755		26,829,755	
Public Works (503)	101	4,009,632		4,009,632	
Health and Social Services (504)	101	1,294,358	(11,000)	1,283,358	Reclassified to General Government
Culture and Recreation (505)	101	3,158,412		3,158,412	
General Government (501)	101	11,246,220	22,071	11,268,290	City collected golf entry fees
Transfers Out	101	4,510,771		4,510,771	
Total GF Activity Expenditures	101	51,049,148	11,071	51,060,218	
Business Type / Enterprises					
Opportunities Fund	102	250,682		250,682	
Perpetual Care	103	1,314,636	183,292	1,497,928	Care Act Fund Reserves
Local Assessment Districts	104	187		187	
Metro Animal Shelter	105	1,383,945	(7,540)	1,376,405	Reclassified to fund 150
River Fund	106	836,955		836,955	
Care Act Fund	107	250,000	270,957	520,957	Care Act Fund Reserves
Weed & Pest	110	559,582		559,582	
CDBG	111	18,531		18,531	
Special Fire Assistance	112	199,316		199,316	
Revolving Land Fund	113	290,913	(270,000)	20,913	Reduction in Transfer out
Police Grants	114	411,608		411,608	
Public Transit	115	4,257,517		4,257,517	
MPO	116	2,035,486		2,035,486	
PSCC	117	2,987,776		2,987,776	
Redevelop Loan Fund	130	60,000		60,000	
Capital Projects	150	30,072,460	2,605,585	32,678,046	Capital Reserves, Care Act Fund Reserves, and 1%16
Water	201	21,090,050	16,740	21,106,790	Water Reserves
CWR Water System	202	3,514,025		3,514,025	
Sewer	203	9,628,750	91,000	9,719,750	Sewer Reserves
WWTP	204	16,611,059	5,216	16,616,275	WWTP Reserves
Refuse Collection	205	9,697,515	153,531	9,851,046	Refuse Reserves
Balefill	206	12,243,206	4,183,390	16,426,596	Balefill Reserves
Aquatics	221	1,122,440		1,122,440	
Golf Course	222	891,590	39,610	931,200	Golf Course Reserves
Ice Arena	223	563,711		563,711	
Casper Recreation Center	224	1,511,622		1,511,622	
Hogadon	225	990,151		990,151	
Casper Events Center	226	1,016,040	18,000	1,034,040	Care Act Fund Reserves
Parking	227	186,524		186,524	
Fleet Maintenance	251	3,275,873	7,141	3,283,014	Fleet Reserves
Buildings & Structures	252	1,006,482		1,006,482	
Employee Health Insurance	253	422,109		422,109	
Property and Liability Insurance	254	2,340,546		2,340,546	
Total Gov Activities & Business Expenditures		182,090,436	7,307,993	189,398,429	

The Governing Body of the City of Casper hereby approves and adopts this "2nd Amendment" to the fiscal year 2021-22 original adopted budget.

Passed this _____
(Day)

APPROVED AS TO FORM:

ATTEST:

Fleur Tremel
City Clerk

January 21, 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 *CL*
SUBJECT: Public Hearing for Annual Renewal of Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
February 15, 2022

Action type
Public Hearing
Minute Action

Recommendation

That Council, by minute action, authorize the annual renewal of all currently issued liquor licenses, contingent upon compliance with all other applicable codes, and with the stipulations and conditions previously placed on Retail Liquor License No. 6, Frosty's Bev, LLC., d.b.a Frosty's Lounge; No. 21, Urban Market Wines, LLC., d.b.a Urban Bottle; and No. 37, Charger Holdings, LLC., d.b.a Yellowstone Garage.

Summary

State Statutes require that the City Council hold a public hearing each year prior to the renewal of City issued liquor licenses (complete list attached). This gives the public an opportunity to address City Council with any concerns they might have regarding the operation and management of a given establishment. It also affords City Council an opportunity to have certain liquor establishments appear and address any questions that City Council might have.

All liquor license applications must be certified as being complete by the Liquor Division of the Wyoming Department of Revenue. The Division has certified all 2022-2023 license applications as being complete.

Licenses with Stipulations

Unless removed by the City Council, the following licenses will retain the existing stipulations placed upon them:

- Retail Liquor License No. 6, Frosty Bev LLC, d.b.a. **Frosty Liquor**, has stipulations and conditions put in effect restricting Roger Hessler from ownership or interest in this liquor license.

- Retail Liquor License No. 36, Urban Market Wines, LLC, d.b.a. **Urban Bottle**, has stipulations and conditions restricting this liquor license from being transferred to a new address.
- Retail Liquor License No. 37, Charger Holding, LLC, d.b.a. **Yellowstone Garage**, has stipulations and conditions restricting this liquor license from being transferred to a new address.

Police Report for 2021

The Casper Police Department has compiled a report of all calls for service at the address of each liquor dealer’s establishment in calendar year 2021. The Casper Police Department presented the report to City Council at the February 8, 2022 work session.

In August of 2019, the graduated fine schedule replaced the demerit points. For the first violation a fine of up to one hundred fifty dollars shall be imposed; for a second violation a fine of up to two hundred dollars shall be imposed; for a third violation a fine of up to two hundred fifty dollars shall be imposed. All violations after the first two in each calendar year shall require a representative of the licensee/permittee to appear at a regular meeting of the city council. Additionally, there is an option for administrative fees of one thousand dollars for the third violation of this chapter within any consecutive twenty-four-month period, and five thousand dollars for a fifth or subsequent violation within a consecutive twenty-four-month period.

The following is a summary of the liquor license dealers that failed the compliance check:

Establishment	License Type	Date	Disposition	Offense
Paradise Valley Country Club	Limited	11/3/2021	Plead Guilty	Sale to minor
Fuzzy’s Taco Shop	Bar and Grill	11/3/2021	Pled Guilty	Sale to minor
71 SE Wyoming Blvd	Bar and Grill	12/16/2021	Pled Guilty	Sale to minor
Buffalo Wild Wings	Bar and Grill	12/16/2021	Pled Guilty	Sale to minor
Shogun	Restaurant	11/30/2021	Pled Guilty	Sale to minor
Sandford’s Grub and Pub	Restaurant	12/16/2021	Pled Guilty	Sale to minor
Eggington’s	Restaurant	12/30/2021	Bench trial set for 2/28/2022	Sale to minor
La Cocina Mexican Restaurant	Restaurant	12/30/2021	Arrestment set 2/7/2022	Sale to minor
Mesa Lounge	Retail	11/3/2021	Pled Guilty	Sale to minor
Sunrise Entertainment	Retail	11/3/2021	Pled Guilty	Sale to minor
Galles Liquor	Retail	11/3/2021	Pled Guilty	Sale to minor
Albertson’s West	Retail	11/3/2021	Pled Guilty	Sale to minor
Keg and Cork	Retail	12/16/2021	Pled Guilty	Sale to minor
Courtyard by Marriot	Resort	12/31/2021	Not filed with the court as of 1/24/2022	Sale to minor

Clarion Hotel	Resort	12/31/2021	Not filed with the court as of 1/24/2022	Sale to minor
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Disclosed Felony and Alcohol Related Violations

All individuals, partners, officer of a club, or stockholders, limited liability companies, limited liability partnerships, and every officer and every director must disclose if they have been convicted of a felony violation or any violation related to the sale or manufacture of alcoholic liquor or malt beverages.

Statutes require disclosure of convictions within ten (10) years prior to filing of the application.

No applicant indicated they had any violations.

Restaurant and Bar & Grill Licenses – Food Service Requirements

Casper Municipal Code Sections 5.08.310 and 5.08.340 require the applicant for a Restaurant Liquor License or a Bar & Grill Liquor License to satisfy the City Council that the primary source of revenue from the operation of the restaurant be derived from food services and not from the sale of alcoholic liquor or malt beverages. City Council shall condition renewal of the licenses upon a requirement that not less than sixty percent (60%) of gross sales from the preceding twelve months’ operations of a licensed restaurant or bar & grill, as reported by the applicant, be derived from food services.

From the review of all applications, revenue from the sale of food exceeded sixty percent (60%) of gross sales for all but one of the restaurant and bar & grill applications.

Violations

Staff received a renewal application for Bar and Grill license No. 13 from Grace Partners, LC d/b/a Spotlight Lounge, located at 128 East 2nd Street. It was noted that their food and liquor sales are in violation of the 60/40 split that restaurant’s and bar and grill liquor licenses must maintain. Liquor Sales for them are 53% and food sales are 47%. Per City Ordinance sales of alcohol should not exceed more than 40% of their revenue. Staff did speak with the applicant and they indicated they are aware of this issue and have set up a plan to fix it. They have altered hours to increase the type of customers that will consume more food and changed up the menu items in hopes that it will attract a broader market. Lastly, they are designing some dinner specials that will lower the liquor price per ticket while hopefully increasing food sales simultaneously.

City Council can decide not to renewal this bar and grill license or renew with stipulations. Stipulations can be applicant must submit a daily/monthly report of their revenue.

Non-operational or “Parked” Licenses

An owner or holder can maintain a license in an inactive or ‘parked’ status for one year without having a functional physical building and not purchasing the required minimum amount of alcohol. Upon showing good cause by the licensee, the Council may grant a one-year extension of the non-operational status.

Current parked licenses are:

- 307 Racing Management, Inc d/b/a 307 Racing, located at 138 South Kimball. May remain non-operational until November 2, 2022.
- Wyoming Liquor, LLC d/b/a Wyoming Discount Liquor, located at 4330 East 2nd Street. May remain non-operational until April 20th, 2022.
 - This applicant is asking for the one-year extension for this liquor license.

Extension requests

- Wyoming Liquor, LLC d/b/a Wyoming Discount Liquor, located at 4330 East 2nd Street. May remain non-operational until April 20th, 2022. This applicant is requesting the optional one-year extension on their non-operational liquor license. If this is granted, they will have to be operational by April 20th, 2023, no more time will be allowed.
- Johnson Restaurant Group, Inc d/b/a CY Discount Liquor, located at 840 CY Avenue. This business remains open at this time. Originally, the transfer was approved for November 1, 2021. This applicant is requesting a year extension. If this is granted, they will have to be operational by November 1, 2022.

Liquor Licenses Not Being Renewed

The following liquor license dealers have decided not to renew their liquor license:

- Brewstory LLC, d/b/a Frontier Brewing Company located at 117 East 2nd Street. This applicant plans on moving their business and changed their lease to month to month. In order to qualify for renewal a lease must go through the liquor license period, in this case that would be March 31st, 2023.
- Firehouse Pizza Wood Fired d/b/a Firehouse Pizza Wood Fired, located at 395 Newport Ste 1. This applicant went to a month to month lease. They did start the renewal process but did not want to extend the lease to March 31, 2023.
- Ludovico d/b/a Ludovico 1301 Wilkins Circle. No reason was given.
- New Chopstix Asian Bistro d/b/a New Chopstix Asian Bistro, located at 1937 East 2nd Street. This applicant stated they cannot find the staff to be open on a regular basis.

Application Deadlines

City Staff sent out renewal applications on Oct 19th, 2021. City Council amended the liquor ordinances and set the due date every year for liquor licenses as the 2nd Monday of December. This year that date was December 13th, 2021. The ordinance also included language that provided applications received 1-5 days late would incur a late fee of \$250, 6-10 days late would result in a late fee of \$500, and on day 11 the license would be considered abandoned. Four liquor dealers did not meet this deadline, two paid a late fee of \$250 and two paid a late fee of \$500. They are as follows:

Establishment	License Type	Date received
Albertson's, LLC	Retail	12/23/2021
Albertsons INC	Retail	12/23/2021
Firehouse Pizza	Restaurant	12/14/2021
Highend Hotel Group of America	Resort	12/15/2021

Delinquent Sales Tax holds

If a liquor dealer fails to pay its state sales tax, the department of revenue will put their liquor license into a “delinquent sales tax hold” status.

The delinquent sales tax hold affects their ability to transfer their liquor license and purchase alcohol from the State Liquor Commission. In the event that they are in delinquent status the City Council could opt to suspend the license. All types of liquor licenses are subject to this statute.

As of January 27, 2022, there are no dealers on sales tax hold.

Renewal Year

After the public hearing, if City Council renews the liquor licenses, all renewed licenses will be effective for April 1, 2022, the beginning of the 2022-2023 license year.

Financial Considerations

No Financial Considerations

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

List of liquor licenses

Affidavit of website publication

Extension request letters from John Johnson

Stipulations for Frosty's Lounge, Urban Market Wines, and Yellowstone Garage

CITY OF CASPER			
BAR & GRILL APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
1	Sriphai boon, LLC	Dsasumo	320 West 1st Street
2	Firerock	FireRock Steakhouse	6100 East 2nd Street
3	OG of Casper, Inc.	The Olive Garden Italian Restaurant #1828	5070 East 2nd Street
4	Casper Dave's, LLC.	Wyoming Ale Works	5900 East 2nd Street
5	Johnny J's Bar & Grill, LLC.	J's Pub & Grill	3201 SW Wyoming Blvd
6	Screamin' Hot Wyoming, LLC.	Buffalo Wild Wings	5071 East 2nd Street
7	Ujvary Enterprises, LLC.	The Fort Saloon N'Eatery	500 West 'F' Street
8	Marco's Coal Fired Pizza, LLC.	Racca's Pizzeria Napoletana	430 South Ash Street
9	Moreno and Moreno, LLC	Guadalajara Mexican Restaurant	3350 CY Avenue
10	Casper Taco Shop	Fuzzy's Taco Shop	3243 Talon Dr St 400
11	71 SE Wyoming Blvd, INC	The Horse Palace	71 SE Wyoming Blvd
12	OC Casper, LLC	Old Chicago Restaurant	3580 E 2nd Street
13	Grace Partners, LC	Spotlight Lounge	128 East 2nd Street
	\$10,500/1st yr		
	\$3,000/Renewal		
CITY OF CASPER			
MICROBREWERIES - APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
3	Skull Tree Brewing, LLC.	Skull Tree Brewing	1530 Burlington
5	Gruner Brothers Brewing	Gruner Brothers Brewing	1301 Wilkins Circle
6	Mountain Hops Brewhouse, LLC	Mountain Hops Brewhouse	612 North Beverly Street
7	Oil City Beer Company, LLC	Oil City Beer Company	4155 Legion Lane Unit 4, 6 & 7
8	The Black Tooth Brewery Company, LLC	Black Tooth Brewing Company	322 South Daivd Street Suite A
RESORT LIQUOR LICENSES- APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
1	Peachtree Hospitalities Management, LLC	Hilton Garden Inn	1150 North Poplar Drive
2	Casper Holiday Inn, LLC.	Holiday Inn	721 Granite Peak Drive
4	Casper Hospitality, LLC.	Courtyard by Marriott	4260 Hospitality Lane
6	City of Casper	Hogadon Basin Ski Area	2500 West Hogadon
7	Highend Hotel Group of America , LLC	Econolodge	300 West 'F' Street
8	West Center Hospitality Ops, LLC	Clarion Inn Platte River Saloon	123 West 'E' Street
WINERY LIQUOR LICENSES- APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
1	Table Mountain Vineyards, LLC.	Table Mountain Vineyards	731 East 2nd Street
DISTILLERY LIQUOR LICENSES- APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
1	Backwards Distillery	Backwards Distilling Company Satellite 97	214 South Wolcott Street

RESTAURANT LIQUOR LICENSES**APRIL 1, 2022 - MARCH 31, 2023**

NO.	NAME	DBA	LOCATION
2	Wagons West Management LLC	Pizza Ranch - Casper	5011 East 2nd Street
5	Bosco's Inc	Bosco's	847 East 'A' Street
9	Shogun Restaurant Management, Inc.	Shogun Restaurant	3095 Talon Drive Ste #400
10	Los Espinos Inc	La Costa Mexican Restaurant	1600 East 2nd Street
17	Childs Corp	La Cocina Mexican Restaurant	321 East 'E' Street
18	Juan Rosales	Don Juan's Mexican Restaurant	144 South Center Street
19	KET LLC	Eggington's	229 East 2nd Street
21	Whelan Catering	House of Sushi	260 South Center Street
22	Uncle Freddie's of Wyoming Inc	Sanford's Grub & Pub	61 S E Wyoming Blvd
23	Alejandro Rosales	Taco's Mexico	2771A East 12th Street
29	JJM CW Hospitality Inc	Denny's Dinner	4220 Hospitality Lane
31	Himalayan Indian Cuisine, LLC.	Himalayan Indian Cuisine	232 East 2nd Street #100B
39	THW, Inc.	JS Chinese Restaruant	116 West 2nd Street
40	Yang & Zhang, Inc	Lime Leaf Asian Bistro	845 East 2nd Street
41	El Burro Loco, LLC	El Burro Loco	2333 East Yellowstone Hwy
42	Thai Kitchen Casper, LLC	Thai Kitchen	1120 East 12th Street
44	Occasions by Cory	Occasions Entertainment Group	303 South Wolcott
46	Movie Palace, Inc	Studio City Mesa Cinemas	3150 Talon Dr

CITY OF CASPER
RETAIL LIQUOR LICENSES
APRIL 1, 2022 - MARCH 31, 2023

NO.	NAME	DBA	LOCATION
1	Tin Shack	Poplar Wine & Spirits	1016 South Poplar Street
2	Red Lobster Hospitality, LLC	Red Lobster	5010 East 2nd Street
3	307 Racing Management, Inc.	307 Racing	739 North Center Street
4	The Office Bar & Grill, Inc.	The Office Bar and Grill	520 South Ash Street
5	307 Horse Racing Inc. <i>(non-operational until 11/2022)</i>	307 Horse Racing	138 South Kimball
6	Frosty Bev, LLC.	Frosty Liquor	520 South Center Street
7	One Two Nine, LLC	C85 @ The Branding Iron	129 West 2nd Street
8	Good to Go, LLC (Parked)	Good 2 Go	1968 East Yellowstone Highway
9	Smith's Food & Drug Centers	Smith's #185	2405 CY Avenue
10	Armor's Restaurant, Inc.	Silver Fox Steakhouse	3422 South Energy Lane
11	Hayden & Loflin, Inc.	Local Liquor & Lounge	4120 Centennial Hills Blvd Ste 200
12	Mesa Liquor	Mesa Liquor	3243 Talon
13	Keg & Cork, Inc..	The Keg & Cork	5371 Blackmore Road
14	R & M Development Co, Inc.	Ramkota	800 North Poplar Street
15	Wyoming Liquor, LLC. <i>(non-operational until 4/2022)</i>	Wyoming Discount Liquor	4330 East 2nd Street
16	Albertsons, LLC.	Albertson's #62	2625 East 2nd Street
17	L & L Liquors, Inc.	Liquor Shed	240 South Wyoming Blvd
18	Casper Chop House, LLC.	Wyomings Rib and Chop	256 South Center Street
19	Ridley's Family Markets, Inc.	Outfitter Liquor	1375 CY Avenue
20	Walmart Stores, Inc.	Walmart Store #3778	4255 CY Avenue
21	Wyoming Downs OTB 12, LLC.	Wyoming Downs OTB 12	1121 Wilkins Circle
22	Wyoming Spirits, LLC.	2nd Street Liquor & Wine	939 East 2nd St Ste 400 & 500
23	Johnson Restaurant Group, Inc.	CY Discount Liquor	840 CY Avenue
24	Alibi Bar & Lounge, Inc.B60	Alibi Bar & Lounge	1740 East Yellowstone
25	Albertsons Liquors, Inc.	Albertson's #60	1076 CY Avenue
26	FBS Casper, LLC	Franks Butcher House and Liquor	2024 CY Avenue
27	Alrog, Inc.	Moonlight Liquors	2305 East 12th Street
28	Sunrise Center Entertainment, LLC	Let it Roll	4370 South Poplar
29	Double C Hospitality, LLC.	C85 @ Galles Liquor	748 East Yellowstone
30	Gold Crown, LLC.	Paradise Valley Liquors	401 Valley Drive
31	Sam's West, Inc.	Sam's Club #6425	4600 East 2nd Street
32	Roaring 22, LLC.	The Gaslight Social	314 West Midwest Avenue
33	Moyle Petroleum	Outlet Liquor & Tobacco	627 North Poplar Street
34	Dorsey Van Galloway	EI-Marko Lanes/Galloway's Irish Pub & Eatery	2800 CY Avenue
35	Global Spectrum, LP.	Ford Wyoming Events Center	1 Events Drive
36	Urban Market Wines LLC.	Urban Bottle	410 South Ash Street
37	Charger Holding, LLC.	Yellowstone Garage	355 West Yellowstone

CITY OF CASPER			
LIMITED RETAIL LIQUOR LICENSES			
APRIL 1, 2022 - MARCH 31, 2023			
NO.	NAME	DBA	LOCATION
1	BPO ELKS #1353	Elks Lodge #1353	108 East 7th Street
2	Fraternal Order of Eagles #306	Eagles Lodge	306 North Durbin Street
4	Casper Shrine Club	Shrine Club	1501 West 39th Avenue
6	Casper Mustang Post VFW 10677	VFW Post 10677	420 North Elk Street
8	Casper VFW Memorial Post 9439	Casper VFW Memorial Post 9439	1800 Bryan Stock Trail
9	Cabin Creek Golf, LLC	Paradise Valley Country Club	70 Magnolia
10	Amoco Reuse Agreement Joint Powers Board	Three Crowns Golf Club	1601 King Blvd
11	City of Casper	The 19th Hole	2120 Allendale Blvd

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 01/20/2022 and ended on 02/16/2022 and
- Attached is image of the Notice as actually posted on the City of Casper website (www.caserwy.gov) for the entire period referenced above.

By: Carla Mills Saetoch

Date: 1/20/2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

20th day of January, 2022

Christa K. Wiggs



Provide to City of Casper Central Records

NOTICE OF APPLICATION FOR RENEWAL OF LIQUOR LICENSES

Notice is hereby given that the applicants whose names are set forth below filed application each for a **Retail Restaurant Limited Microbrewery Resort Bar & Grill Manufacturer Satellite Distillery and Manufacturer Satellite Winery Liquor Licenses** in the Office of the Clerk of the City of Casper Wyoming. The date of filing the names of said applicants and the description of the place or premises which the applicant desires to use as the place of sale are set forth below as follows:

Retail Liquor License 11/30/2021 Tin Shack LLC 1016 South Poplar Street dba Poplar Wine & Spirits; 12/06/2021 Red Lobster Hospitality LLC 5010 East 2nd Street dba Red Lobster #6374; 01/4/2022 307 Racing Management, Inc 739 North Center Street dba 307 Racing; 12/3/2021 The Office Bar and Grill, Inc 520 South Ash Street dba The Office Bar & Grill; 11/3/2021 307 Horse Racing Inc., 138 South Kimball dba 307 Horse Racing; 12/6/2021 Frosty Bev LLC 520 South Center Street dba Frosty Lounge; 12/9/2021 One Two Nine Hospitality, LLC 129 W 2nd Street dba C85 @ The Branding Iron; 12/9/2021 Good 2 Go Stores, LLC 1968 East Yellowstone Hwy dba Good 2 Go #216; 12/02/2021 Armor's Restaurant Inc 3422 South Energy Lane dba Silver Fox Steakhouse; 12/13/2021 Hayden & Loflin, INC 4120 Centennial Hills Blvd Ste 200 dba Local Liquor & Lounge; 12/10/2021 Fire Rock Hospitality Group LLC 6100 East 2nd Street dba Fire Rock Steakhouse; 12/13/2021 Keg & Cork Inc 5371 Blackmore Rd dba The Keg & Cork; 11/19/2021 R&M Beverage Company Inc, 800 N Poplar St dba Ramkota Hotel 12/10/2021 Mesa Liquors, LLC 3243 Talon Dr Ste 200 dba Mesa Liquors 12/4/2020 Albertsons LLC 2625 E 2nd Street dba Albertson's #62; 12/9/2021 L & L Liquors Inc 4241 East 2nd Street dba Liquor Shed; 12/17/2021 Casper Chop House 256 S Center Street dba Wyoming Rib & Chop House; 12/5/2021 Riddleys Family Market Inc 3035 CY Avenue dba Casper Outfitter Liquor; 12/3/2021 Walmart Inc 4255 CY Avenue dba Walmart Supercenter #3778; 12/3/2021 Wyoming Downs OTB 12 LLC 1121 Wilkins Cir dba Wyoming Downs OTB 12 12/10/2021 Wyoming Spirits Inc 939 East 2nd St Ste 300, 400 and 500 dba 2nd Street Liquor & Wine; 12/10/2021 Johnson Restaurant Group Inc 840 CY Avenue dba CY Discount Liquor; 10/26/2021 Alibi Bar & Lounge Inc 1740 E Yellowstone Hwy dba Alibi Bar & Lounge; 12/4/2020 Albertsons Liquors Inc 1076 CY Avenue dba Albertsons Liquors #60; 8/27/2021 Alrog Inc. 2305 E 12th Street dba Moonlight Liquors; 12/9/2021 Sunrise Center Entertainment, LLC 4370 South Poplar St dba Let it Roll; 12/9/2021 Double C Hospitality, LLC 748 E Yellowstone Hwy dba C85 @ Galles Liquor Mart; 11/12/2021 Gold Crown LLC 401 Valley Drive dba Paradise Valley Liquors 12/3/2021 Sam's West Inc 4600 E 2nd Street dba Sam's Club #6425; 12/13/2021 Roaring 22, LLC 314 W Midwest Ave dba Gaslight Social; 11/15/2021 Moyle Petroleum Company 627 N Poplar St dba Outlet Liquor & Tobacco; 12/09/2021 Dorsey Van Galloway 2800 CY Avenue dba Galloway's Irish Pub; 12/13/2021 Global Spectrum LP 1 Events Drive dba Ford Wyoming Events Center; 12/13/21 Urban Market Wines, LLC 410 South Ash St dba Urban Bottle; 12/10/2021 Charger Holdings LLC 355 W Yellowstone Hwy dba Yellowstone Garage; 12/7/2021 FBS Casper, LLC 2024 CY Ave dba Franks Butcher Shop and Liquor; 12/10/2021 Wyoming Liquor, LLC 4330 East 2nd Street dba Wyoming Discount Liquor **Restaurant Liquor License** 11/21/2021 Wagons West Management, LLC 5011 E 2nd Street dba Pizza Ranch; 12/10/2021 Childs Corporation 321 East "E" Street dba La Cocina Mexican Restaurant; 12/13/2021 Bosco's Inc 847 E "A" St dba Bosco's; 12/02/2021 Los Espinos Inc 1600 East 2nd Street dba La Costa Mexican Restaurant; 12/10/2021 Juan Rosales 144 South Center Street dba Don Juan's Mexican Restaurant; 12/10/2021 KET LLC 229 East Second Street dba Eggington's Restaurant; 11/17/2021; Whelan Catering, Inc., 260 South Center St dba House of Sushi; 12/13/2021 Uncle Freddie's of WY Inc 61 SE Wyoming Blvd dba Sanford's Grub & Pub; 12/10/2021 Alejandro Rosales 2117A East 12th Street dba Tacos Mexico; 12/3/2021 JJM CW Hospitality Inc 4220 Hospitality Lane dba Denny's Diner; 12/03/2021 Himalayan Indian Cuisine, LLC 232 E 2nd St Ste 100B dba Himalayan Indian Cuisine; 11/2/2020 New Chopstix Asian Bistro Casper, Inc 1937 E 2nd Street dba Chopstix Asian Bistro; 12/7/2021 El Burro Loco, LLC dba El Burro Loco, 2333 East Yellowstone Hwy; 12/1/2021 Thai Kitchen Casper LLC, 1120 East 12th Street Thai Kitchen; 12/13/2021 Occasions by Cory, LLC 303 South Wolcott dba Occasions Entertainment Group; 12/1/2021 THW Inc. 116 West 2nd Street dba JS Chinese Restaurant; 12/8/2021 Movie Palaces 3150 Talon dba Studio City Mesa Cinemas; 11/12/2021 Shogun Restaurant Management, INC 3095 Talon #400 dba Shogun Restaurant; 12/13/2021 Yang & Zhang, Inc 845 East 2nd Street dba Lime Leaf Asian Bistro **Limited Retail** 12/10/2021 B.P.O. Elks Lodge #1353 108 East Seventh Street dba Elks Lodge #1353; 12/10/2021 Fraternal Order of Eagles #306 306 North

Durbin Street dba Eagles Lodge ; 12/3/2021 Casper Shrine Club 1501 West 39th Street dba Shrine Club; 12/09/2021 Casper Mustang Post VFW 10677 420 North Elk St dba VFW Post 10677; 12/6/2021 Casper VFW Memorial Post 9439 1800 Bryan Stock Trail dba Casper VFW Memorial Post 9439; 12/10/2021 Cabin Creek Golf LLC 70 Magnolia dba Paradise Valley Country Club; 11/29/2021 Amoco Reuse Agreement Joint Powers Board 1601 King Blvd dba Three Crowns Golf Club; 12/3/2021 City of Casper Wyoming 2120 Allendale Blvd dba The 19th Hole Restaurant **Microbrewery Permit** 12/10/2021 Skull Tree Brewing, LLC 1530 Burlington Avenue dba Skull Tree Brewing; 12/1/2021 Gruner Brothers Brewing 1301 Wilkins Cir dba Gruner Brothers Brewing; 11/29/2021 Oil City Beer Company, LLC 4155 Legion Ln Unit 4, 6 & 7 dba Oil City Beer Company; 12/2/2021 Mountain Hops Brewhouse, LLC 612 North Beverly dba Mountain Hops Brewhouse; 11/3/2021 The Black Tooth Brewing Company 322 South David St Ste A dba Black Tooth Brewing Company **Resort**; 11/17/2021 Trigild, INC 1150 North Poplar Street dba Hilton Garden Inn; 11/23/2021 Casper Inn LLC 721 Granite Peak Drive dba Holiday Inn; 12/6/2021 Casper Hospitality LLC 4260 Hospitality Lane dba Courtyard by Marriott; 10/27/2021 City of Casper 2500 West Hogadon Road dba Hogadon Basin Ski Area; 12/16/2021 Highend Hotel Group of America, LLC 300 West 'F' Street dba Econo Lodge; 12/10/2021 West Center Hospitality OPS, LLC 123 West F Street dba Clarion Inn Platte River Saloon **Bar & Grill** 12/3/2021 Sriphaiboon, LLC 320 West First Street dba Dsasumo; 12/3/2021 OG of Casper Inc. 5070 East 2nd Street dba Olive Garden Italian Restaurant #1828; 12/10/2021 Casper Dave's LLC 5900 E 2nd Street dba Wyoming Ale Works; 12/10/2021 Johnny J's Bar & Grill LLC 3201 SW Wyoming Blvd dba J's Pub & Grill 12/06/2021 Screamin' Hot Wyoming LLC 5071 E 2nd Street dba Buffalo Wild Wings; 12/13/2021 Ujvary Enterprises LLC 500 West 'F' Street dba The Fort Saloon N'Eatery; 12/9/2021 Marco's Coal Fired Pizza Casper LLC 430 South Ash St dba Racca's Pizzeria Napoletana; 12/2/2021 Moreno & Moreno LLC 3350 CY Avenue dba Guadalajara Family Mexican Restaurant; 12/08/2021 71 SE Wyoming Blvd LLC 71 SE Wyoming Blvd dba The Horse Palace; 12/8/2021 Grace Partners, LC 128 E 2nd Street dba Spotlight Lounge; 12/10/2021 OC Casper LLC 3580 East 2nd Street dba Old Chicago 12/10/2021 Casper Taco Shop, LLC 3243 Talon Dr Ste 400 dba Fuzzy's Taco Shop **Manufacturer Satellite** 12/10/2021 Table Mountain Vineyards LLC 731 E 2nd St dba Table Mountain Vineyards Satellite; 12/10/2021 Backwards Distilling Company LLC 214 South Wolcott dba Backwards Distilling Company Satellite. Protest, if any there be, against the issuance of each and every license, will be heard at the hour of 6:00 p.m. on the 15th day of February, 2022, in the City Council Chambers City Hall 200 North David Street Casper Wyoming. Dated this 20th day of January 2022, City of Casper Wyoming, A Municipal Corporation; J. Carter Napier, City Manager, Fleur Tremel, City Clerk.

Publish: January 26 and 30, 2022



JOHNSON RESTAURANT GROUP, INC

229 East 2nd St. Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

December 6, 2021

REQUEST FOR AN EXTENSION OF A LIQUOR LICENSE TRANSFER

Wyoming Liquor, LLC dba Wyoming Discount Liquor
City of Casper Retail Liquor License #15
License Term: 04-01-2022 through 03-31-2023

We are requesting an extension on our previous request to the Casper City Council to begin using the above noted liquor license (previously held by OC Casper, LLC) by Wyoming Liquor, LLC, which will be located at 4330 E. 2nd St; Casper, WY 82609.

We are remodeling the old Wyoming Work Wearhouse building at 4330 E. 2nd St, but due to supply chain issues and labor shortages, we have been unable to complete the project before the end of 2021 as originally projected. Until the remodel is complete, we are unable to open the liquor store.

We are requesting up to a year extension to begin using the license at the new location. We are currently projecting the project at 4330 E. 2nd St to be completed sometime in the second quarter of 2022.

Please let me know if you have any questions or need further clarification.

Thank you.

Regards,

John D. Johnson - LLC Member
Wyoming Liquor, LLC





JOHNSON RESTAURANT GROUP, INC

229 East 2nd St. Suite 200 (82601) | PO Box 50630 | Casper, WY 82605

PHONE 307.265.3029 | FAX 307.473.2909

December 6, 2021

REQUEST FOR AN EXTENSION OF A LIQUOR LICENSE TRANSFER

Johnson Restaurant Group, Inc. dba CY Discount Liquor
City of Casper Retail Liquor License #23
License Term: 04-01-2022 through 03-31-2023

We are requesting an extension on our previous request to the Casper City Council to transfer the above noted liquor license from the current location at 840 CY Avenue; Casper, WY 82604 to 1375 CY Avenue; Casper, WY 82604.

We are remodeling the old Ridley's building at 1375 CY Avenue, but due to supply chain issues and labor shortages, we have been unable to complete the project before the end of 2021 as originally projected. When the remodel is complete, we will then move CY Discount Liquor to that location along with Retail Liquor License #23.

We are requesting up to a year extension of our request to transfer the license to the new location. We are currently projecting the project at 1375 CY Avenue to be completed sometime in the first half of 2022. We may be able to complete it before the next liquor license year beginning April 1, 2022, but cannot guarantee that.

Please let me know if you have any questions or need further clarification.

Thank you.

Regards,

John D. Johnson - President
Johnson Restaurant Group, Inc.



RETAIL LIQUOR LICENSE NO. 6 FROSTY'S LOUNGE

CONDITIONS AND RESTRICTIONS

September 2011

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 6, AND ANY OWNER(S) OR SUCCESSOR(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNER(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHERWISE REMOVED OR RECINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. Rodger Hessler, or any corporation or other entity in which he may have or hold and interest shall not have any ownership or other legal interest in or to Retail Liquor License Number 6, or have any relationship as a partner, stockholder, manager, employee or otherwise with the holder of or any license transferee except as provided in Paragraph 2 below.
2. The holder of Retail Liquor License Number 6 acknowledges that Sandbar, Inc., owns the building and associated real property located at 520 South Center Street, Casper, Wyoming, the current location of Retail Liquor License Number 6, and that Sandbar, Inc. may be leasing, or otherwise selling this real property to the holder of or a future transferee of Retail Liquor License Number 6. Nothing herein contained shall be construed to prevent Sandbar, Inc., or Rodger Hessler, from leasing or otherwise selling said real property by contract for deed or by and through a note-mortgage transaction whereby Sandbar, Inc. or Rodger Hessler would be the Mortgagee thereunder. PROVIDED HOWEVER, in no event shall the consideration for any such sale or other transfer of the premises, by lease or otherwise be based upon a percentage of the revenue derived from sale of alcoholic or malt beverages under Retail Liquor Licenses Number 6.
3. Any violation of these Conditions and Restrictions shall entitle the City Council, upon notice and hearing, to revoke Retail Liquor License Number 6.

RETAIL LIQUOR LICENSE NO. 36 URBAN MARKET WINES

CONDITIONS AND RESTRICTIONS MAY 2014

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 36 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

1. This Retail Liquor License shall be restricted to its use only at 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.
2. Additionally, in the event the applicant shall fail, for whatever reason, to acquire a fee simple interest in the adjacent property, as described in the Real Estate Purchase Agreement between the applicant and the City of Casper, within two (2) years of the date of Purchase Agreement, the City shall have the absolute right to revoke Retail Liquor License No. 36 at the end of this two (2) year purchase period. The applicant understands, and agrees to the City's right to revoke this Retail Liquor License pursuant to this condition, which shall survive the closing of the Purchase Agreement.
3. This Restaurant Liquor License shall be restricted to its use only on Lot 2, OYD No. 2 Subdivision to the City of Casper, Wyoming (the "real property"), 410 South Ash, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Restaurant Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Restaurant Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

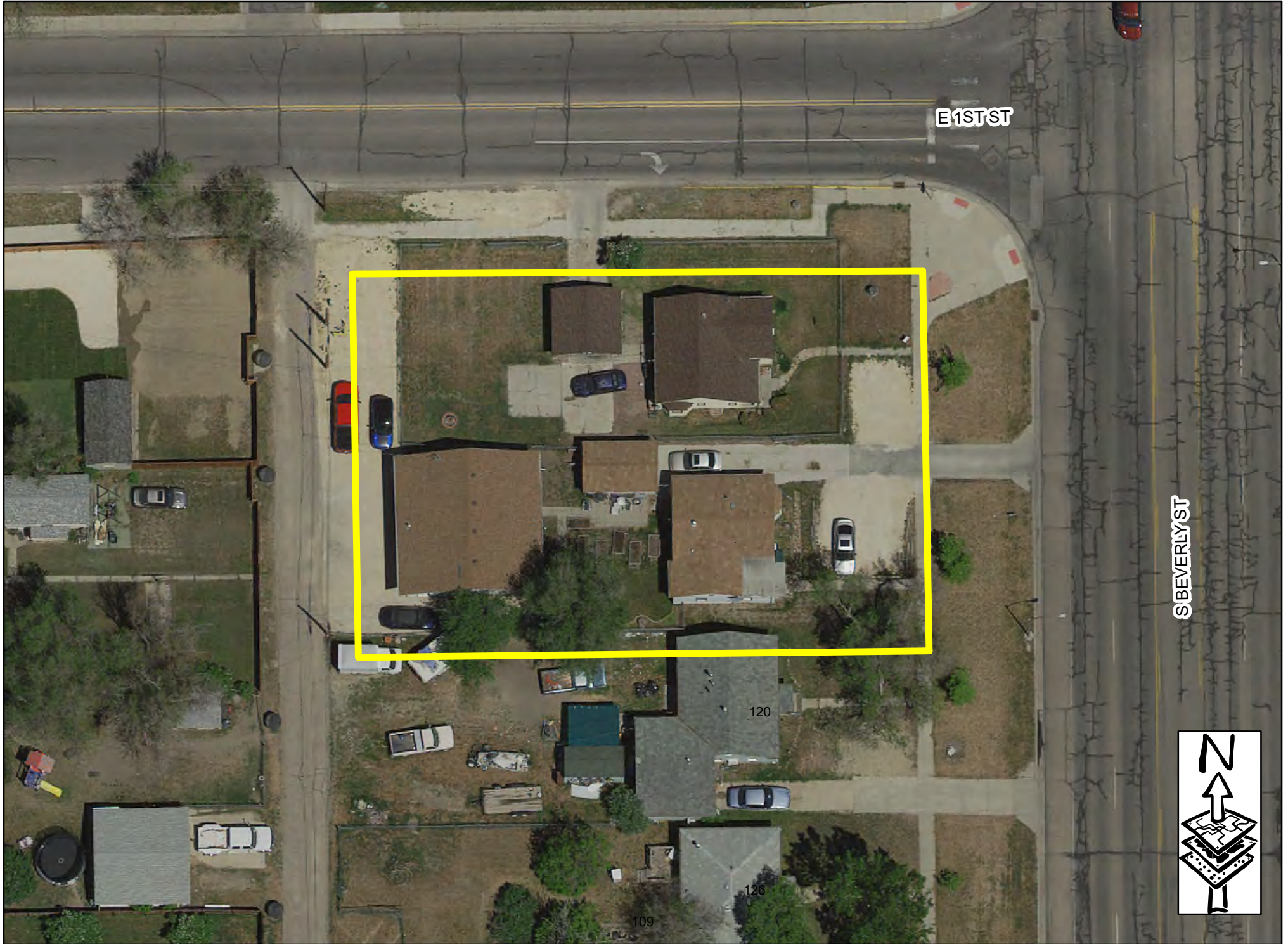
RETAIL LIQUOR LICENSE NO. 37 CHARGER HOLDINGS, LLC.

CONDITIONS AND RESTRICTIONS SEPTEMBER 2016

THE FOLLOWING CONDITIONS AND RESTRICTIONS SHALL ATTACH TO AND BIND RETAIL LIQUOR LICENSE NUMBER 37 AND ANY OWNERS OR SUCCESSORS(S) THEREOF, AS WELL AS ALL OPERATIONS UNDER OR PURSUANT TO SAID LICENSE. SAID CONDITIONS AND RESTRICTIONS SHALL CONTINUE TO ATTACH TO AND BIND SAID LICENSE AND THE OWNERS(S) THEREOF AND THEIR TRANSFEREES, SUCCESSORS OR ASSIGNS UNTIL OTHER WISE REMOVED OR RESCINDED BY FORMAL ACTION BY THE CASPER CITY COUNCIL.

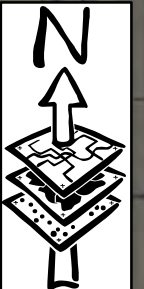
1. This Retail Liquor License shall be restricted to its use only at 355 West Yellowstone, and shall not be eligible for transfer to any other location. Its use on the real property may be transferred to a new owner or lessee of the real property upon approval by the City of Casper, Wyoming as provided by law. Upon the termination of the use of this Retail Liquor License by the applicant, a subsequent purchaser, or lessee of the real property from the applicant, or by operation of law, this Retail Liquor License shall revert to, and become the sole and separate property of the City of Casper, Wyoming.

Zone Change Request - 110 & 104 South Beverly St



E 1ST ST

S BEVERLY ST

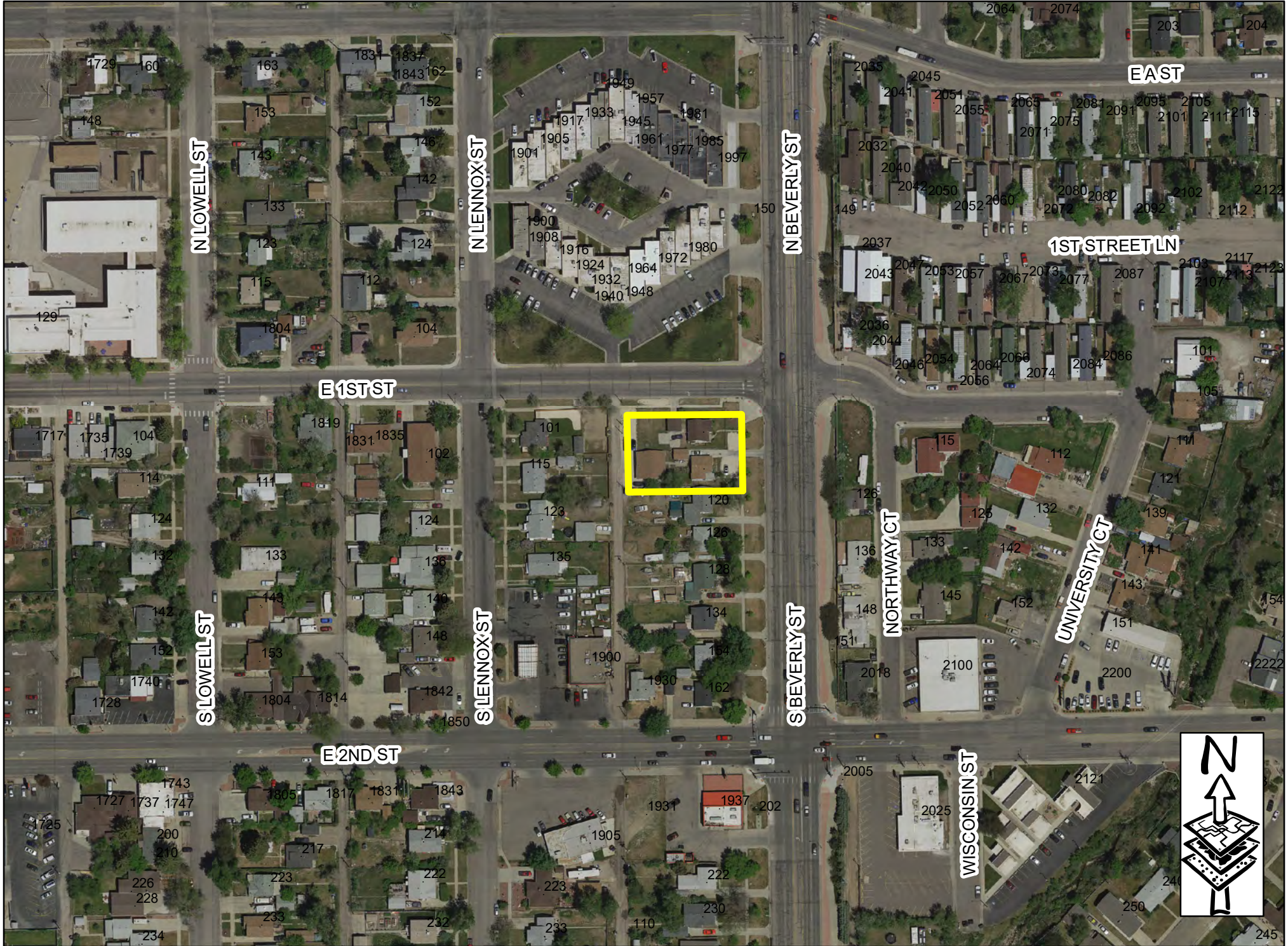


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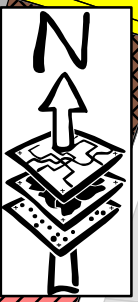
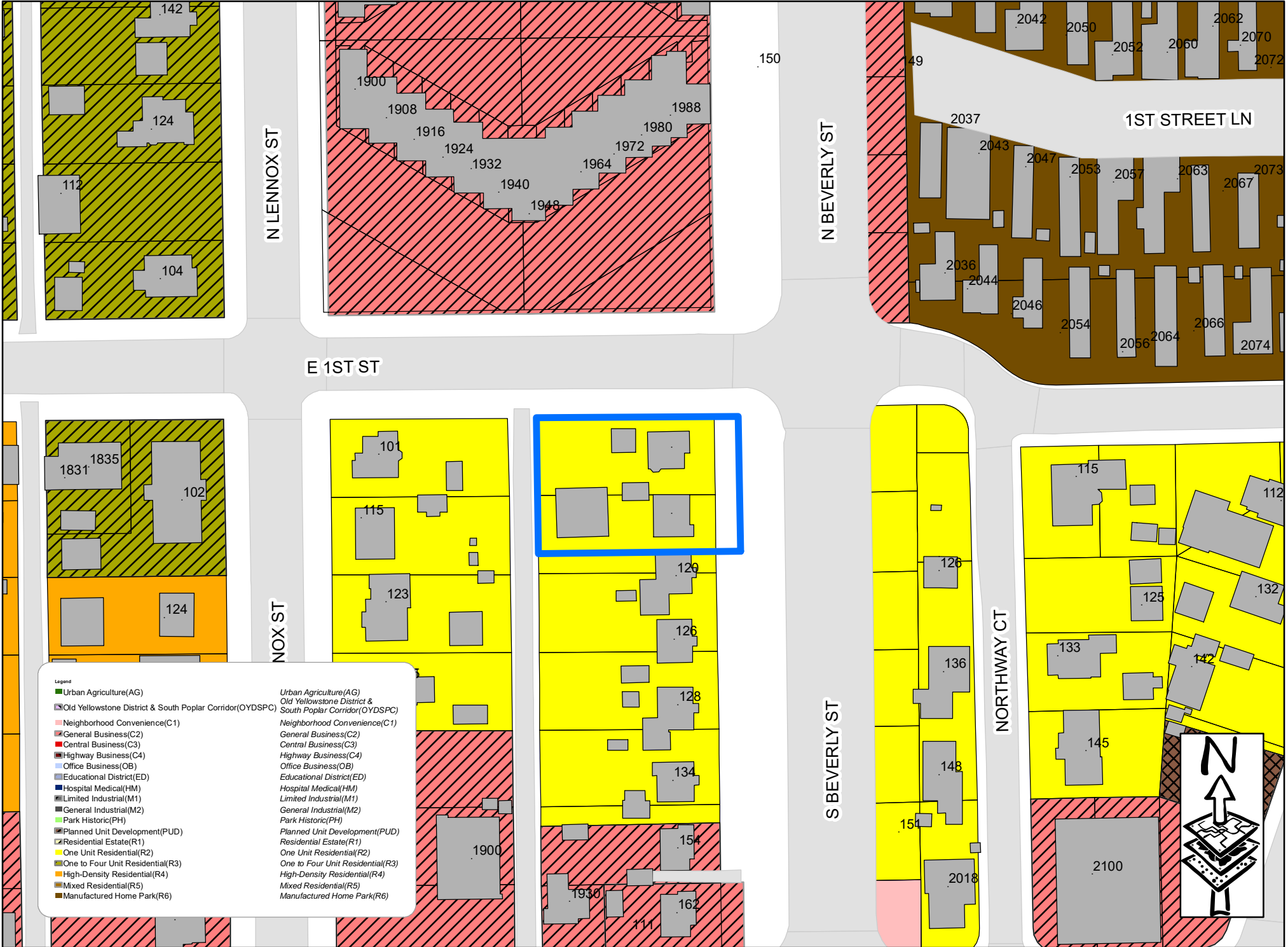
126

109

Zone Change Request - 110 & 104 South Beverly St



Zone Change Request - 110 & 104 South Beverly St



ORDINANCE NO.2-22

AN ORDINANCE APPROVING A ZONE CHANGE OF 104 AND 110 SOUTH BEVERLY STREET, COMPRISING PORTIONS OF LOTS 13, 14, AND A VACATED STRIP OF FORMER BEVERLY STREET RIGHT-OF-WAY, BLOCK 2, BEVERLY ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, application has been made to rezone the above-described parcels from zoning classification R-2 (One Unit Residential) to C-2 (General Business); and,

WHEREAS, after a public hearing on December 16, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

WHEREAS, the governing body of the City of Casper finds that the above-described zone change should be approved.

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

SECTION 1:

104 and 110 South Beverly Street, comprising portions of Lots 13, 14 and a vacated strip of former Beverly Street right-of-way, Block 2, Beverly Addition, are hereby rezoned from R-2 (One Unit Residential) to C-2 (General Business).

SECTION 2:

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 18th day of January 2022.

PASSED on 2nd reading the 1st day of February 2022.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 3-22

AN ORDINANCE AMENDING SECTION 1.16.010 – WARD BOUNDARIES DESCRIBED – ELECTION DISTRICTS, OF THE CASPER MUNICIPAL CODE.

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

WHEREAS, the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, the Casper Municipal Code needs updated and modified from time to time; and,

WHEREAS, following a Census, it is customary for the City to reevaluate ward boundaries to ensure they are evenly populated. Local ward boundaries should be compact in form and as nearly equal in population as possible pursuant to Wyoming Statutes § 22-23-103; and,

WHEREAS, under the current ward boundaries there is an approximate 14% difference between Ward 3 and Ward 1, an 11% difference between Ward 3 and Ward 2, and a 4% difference between Ward 1 and Ward 2. The Ward boundaries need modified to create boundaries that are nearly equal in population.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 1.16.010 of the Casper Municipal Code is amended and modified to create new ward boundaries and shall be codified as follows:

1.16.010 Ward boundaries described—Election districts.

A. Division of City into Wards. The city is divided into three wards, each to constitute an election district, as described in subsection B of this section.

B. Description of Wards.

1. Ward 1 comprises all that portion of the city within its corporate limits lying within the following described boundary:

The center line of Poplar Street is the west/east boundary separating Ward 1 and Ward 2; Ward 1 is all of the city's corporate limits lying to the east of Poplar St and to the west of the boundary that separates Ward 1 and Ward 3 as follows: Bryan Stock Trail which becomes S Beverly St, to E 21st St then west on E 21st St to the intersection of S McKinley St., then south on S. McKinley St. to the municipal boundary.

~~EASTERN BOUNDARY:~~

—Beginning at the intersection of South McKinley Street and East 27th Street; thence north along the centerline of South McKinley Street to its intersection with the south line of the McKinley Addition; thence east along the south line of the McKinley Addition to the southeast corner of the McKinley Addition; thence north along the east line of the McKinley Addition to the intersection of the south line of the Alta Vista Addition; thence east along the south line of the Alta Vista Addition to its intersection with Fairdale Avenue; thence north and easterly along the centerline of Fairdale Avenue to its intersection with East 21st Street; thence west along the centerline of East 21st Street to its intersection with South Conwell Street; thence north along the centerline of South Conwell Street to its intersection with East 4th Street; thence east along the centerline of East 4th Street to its intersection with South Kenwood Street; thence north along the centerline of South Kenwood Street to its intersection with East 2nd Street; thence east along the centerline of East 2nd Street to its intersection with South Beverly Street; thence north along the centerline of South Beverly Street to its intersection with Bryan Stock Trail; thence north along the centerline of Bryan Stock Trail to its intersection with the south line of the VFW Addition; thence west along the southern line of the VFW Addition to the west line of the VFW Addition; thence north along the west line of the VFW Addition to the north line of the VFW Addition; thence east along the north line of said VFW Addition to the west line of Bryan Stock Trail; thence north along the west line of Bryan Stock Trail to its intersection with the north line of Amoco Road.

—WESTERN BOUNDARY:

—Beginning at the centerline of South Poplar Street at the south boundary of Sunrise Hills #8 Addition, thence north along the centerline of South Poplar Street to its intersection with 50th Street; thence west along the south boundary of the Sunrise Hills #2 Addition to the west boundary of the Sunrise Hills #2 Addition; thence north along the west boundary of the Sunrise Hills #2 Addition to the south terminus of Chinook Trail Road; thence west along the south terminus of Chinook Trail Road to the south boundary of the Carman Addition; thence west along the south boundary of the Carman Addition to an angle point at the west boundary of said Addition; thence north along the west boundary of the Carman Addition to an angle point at the north boundary of said Carman Addition; thence east along the north boundary of the Carman Addition to its intersection with Chinook Trail; thence north along the west boundary of the Chinook Trail right of way to its intersection with the south boundary of the Rod Forgey Addition; thence west along the south boundary of the Rod Forgey Addition to an angle point at the west boundary of the Rod Forgey Addition; thence north westerly along the west boundary of the Rod Forgey Addition to an angle point at the south west corner of the Schicketanz Addition; thence north easterly along the west boundary of the Schicketanz Addition to an angle point at the south west corner of the Chinook Addition; thence north westerly along the west boundary of the Chinook Addition to its intersection with Wyoming Boulevard; thence east along the centerline of Wyoming Boulevard to its intersection with South Poplar Street; thence north along the centerline of South Poplar Street to its intersection with CY Avenue; thence northeast along the centerline of CY Avenue to its intersection with West 14th Street; thence west along the centerline of West 14th Street to its intersection with South Cedar Street; thence north along the centerline of South Cedar Street to its intersection with West Collins Drive; thence northeast along the centerline of West Collins Drive to its intersection with South Walnut Street; thence north along the centerline of South Walnut Street to its intersection with Yellowstone Highway; thence west along the centerline of Yellowstone Highway to its intersection with South Poplar Street; thence north along the centerline of Poplar Street to its intersection with the northerly line of the North Platte River Park Addition; thence east along the north line of the North Platte River Park Addition to an angle point at the

~~west boundary of the North Platte River Park Addition; thence north along the west boundary of the North Platte River Park Addition to its intersection with Amoco Road; thence west along the centerline of Amoco Road to its intersection with Poplar Street.~~

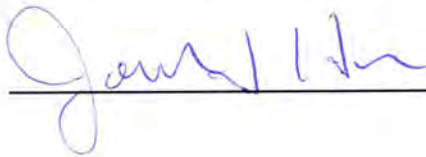
2. Ward 2 comprises all that portion of the city within its corporate limits lying west of the west boundary line of Ward 1, as described in subdivision 1 of this subsection.
3. Ward 3 comprises all that portion of the city within its corporate limits lying east of the east boundary line of Ward 1, as described in subdivision 1 of this subsection.

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

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

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

APPROVED AS TO FORM:



ATTEST:

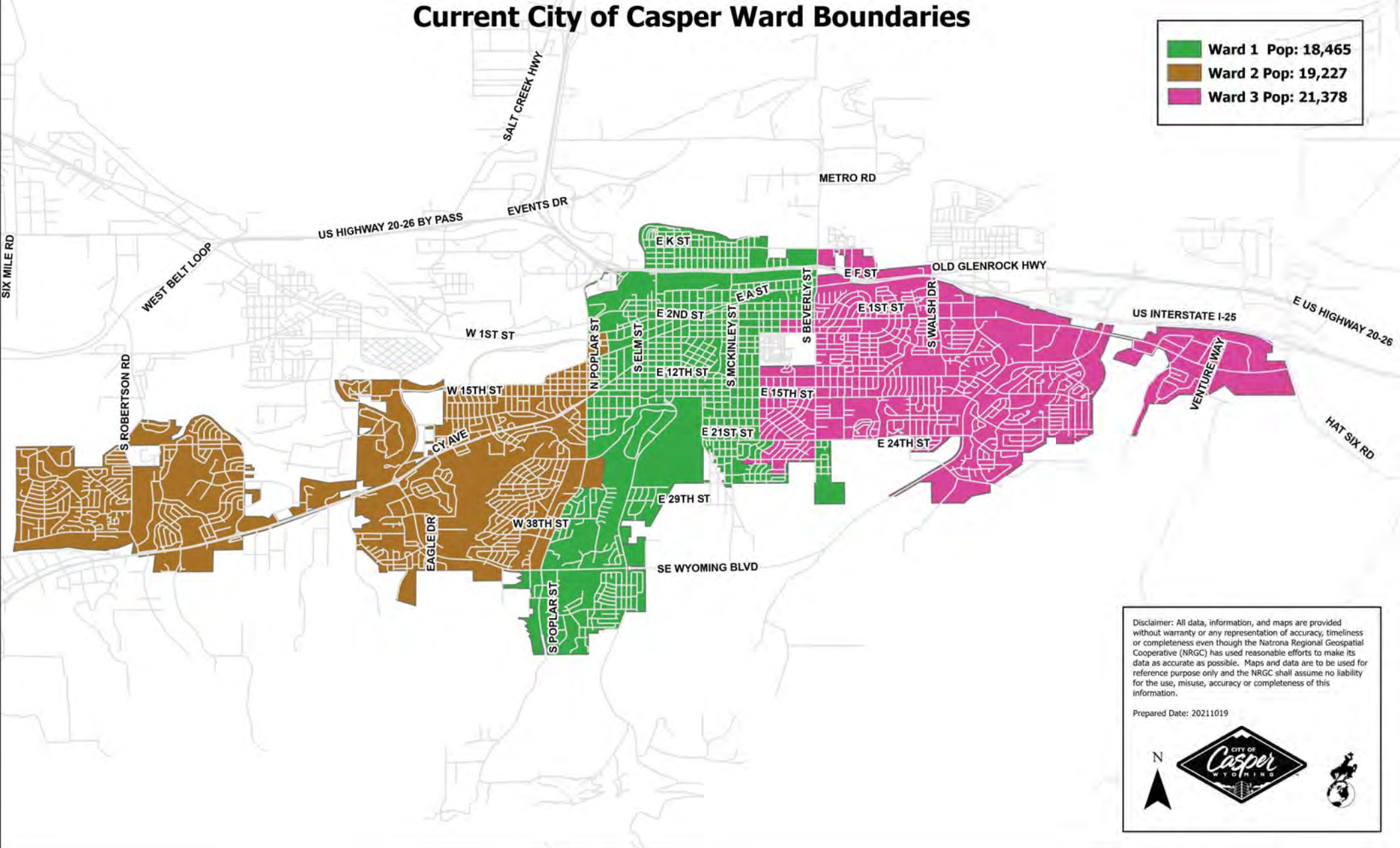
Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

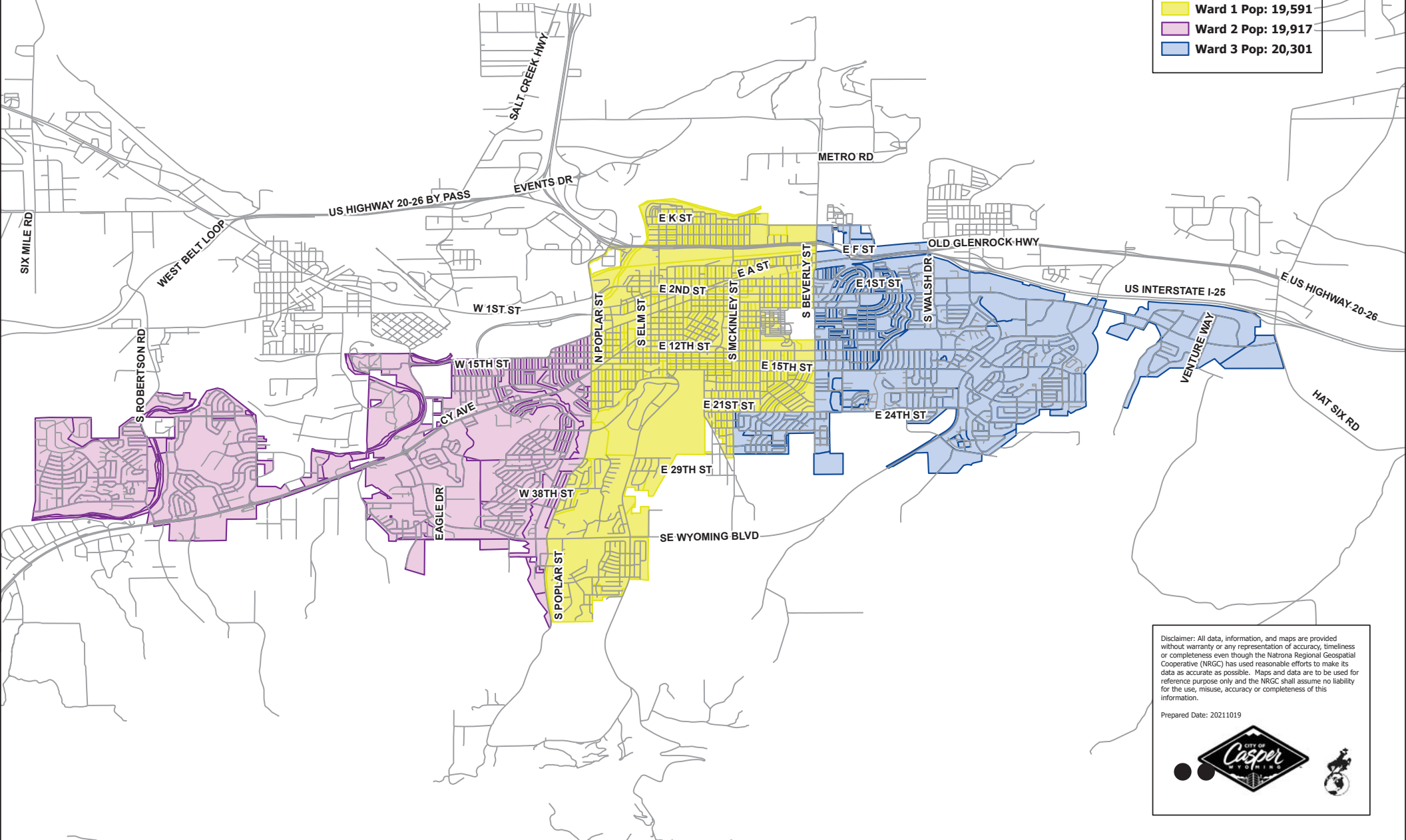
Current City of Casper Ward Boundaries

■	Ward 1 Pop: 18,465
■	Ward 2 Pop: 19,227
■	Ward 3 Pop: 21,378



City of Casper Ward Boundaries 2020 Census

- Ward 1 Pop: 19,591
- Ward 2 Pop: 19,917
- Ward 3 Pop: 20,301



Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20211019

February 2, 2022

MEMO TO: J. Carter Napier, City Manager *SN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Consideration of a resolution approving a vacation and replat creating the Wolf Creek Ten Addition

Meeting Type & Date:

Regular Council Meeting, February 15, 2022

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the vacation and replat creating the Wolf Creek Ten Addition to the City of Casper.

Summary:

The owners of 3714 and 3720 Dancing Wolf Drive have applied for a replat to create the Wolf Creek Ten Addition. The replat consists of a three (3) foot lot line adjustment between two (2) existing lots, which are located in two (2) different subdivisions. The replat meets all minimum City of Casper subdivision regulations, and both resulting lots exceed the City's minimum lot size of 4,000 square feet.

The Planning and Zoning Commission voted to support the vacation and replat after a public hearing on January 20, 2022. There were no recommended conditions of approval.

Financial Considerations:

Not applicable.

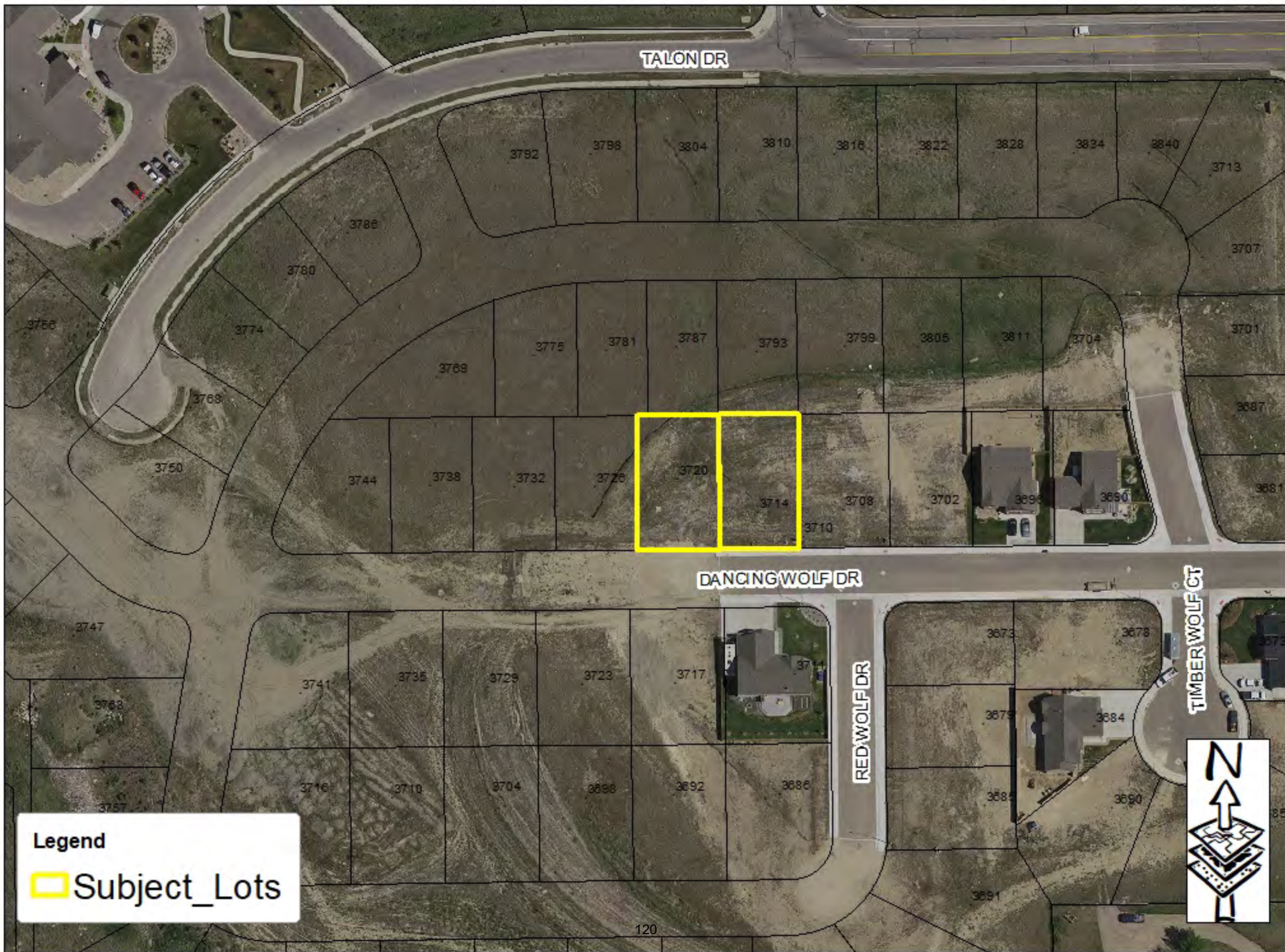
Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution
Vicinity Map/Aerial
Plat
Subdivision Agreement

Proposed Wolf Creek Ten Addition - (Replat of 3714 & 3720 Dancing Wolf Dr.)



Legend
Subject_Lots



VACATION AND REPLAT OF LOT 7 IN WOLF CREEK EIGHT ADDITION
AND LOT 43 IN WOLF CREEK NINE ADDITION AS
WOLF CREEK TEN ADDITION

TO THE CITY OF CASPER, WYOMING
BEING A PORTION OF THE SE1/4NW1/4 OF SECTION 19, T.33N., R.79W. OF THE 6TH PRINCIPAL MERIDIAN,
NATRONA COUNTY, WYOMING

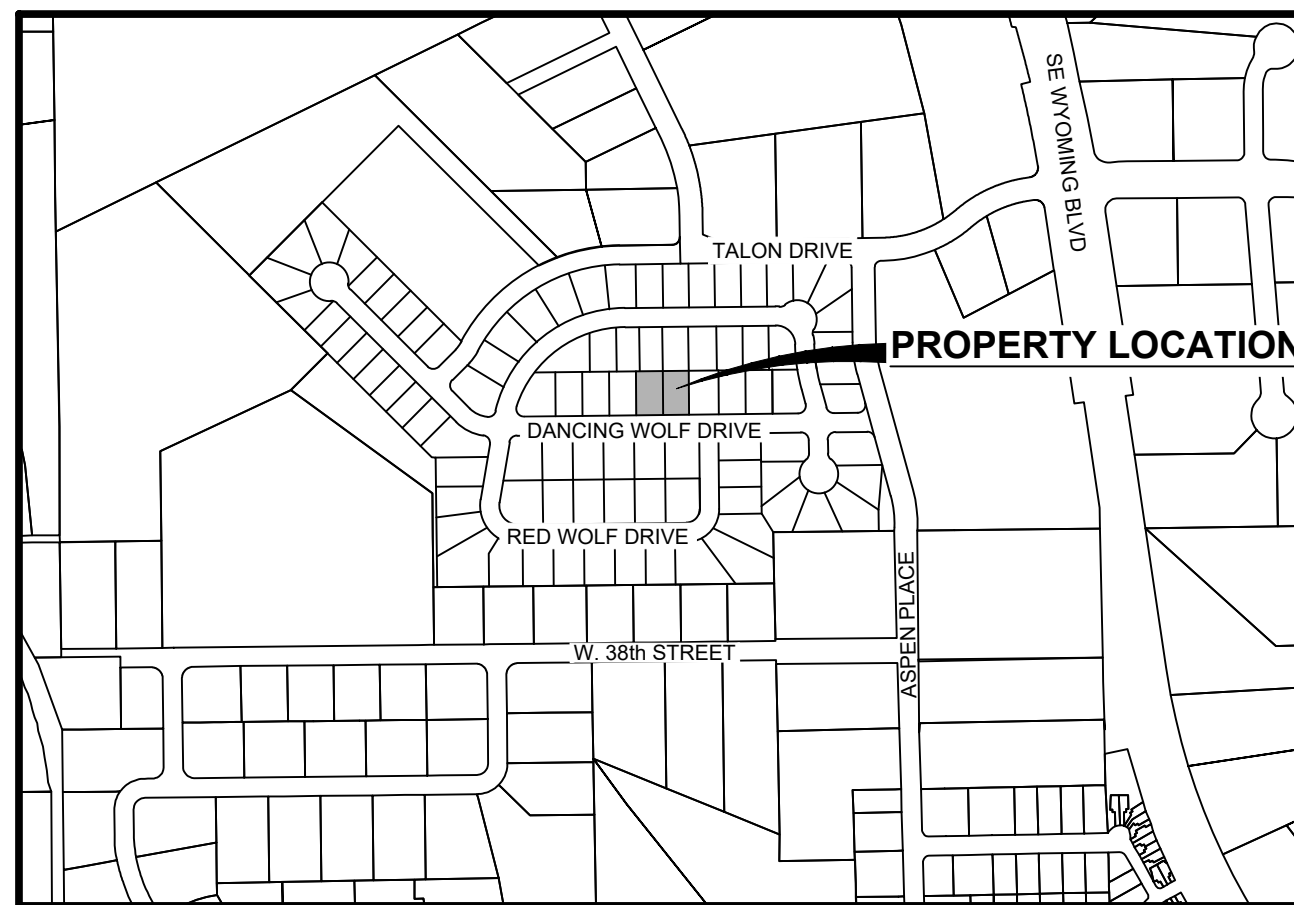
CERTIFICATE OF DEDICATION

THE UNDERSIGNED JJSN LIVING TRUST (DATED NOVEMBER 14, 2014 - ILIANA ADLER AND DANIEL J. ADLER, ADMINISTRATORS) AND B1 PROPERTIES, LLC. (RANDALL S. HALL, PRESIDENT) DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND BEING LOT 7, WOLF CREEK EIGHT ADDITION, AND LOT 43, WOLF CREEK NINE ADDITION, TO THE CITY OF CASPER, WYOMING, AS RECORDED IN THE OFFICE OF NATRONA COUNTY CLERK AS INSTRUMENT NOS: 1021845 AND 1032199, SITUATE IN THE SE1/4NW1/4 OF SECTION 19, T.33N., R.79W. OF THE 6th PRINCIPAL MERIDIAN, NATRONA COUNTY, WYOMING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL BEING DESCRIBED AND THE SOUTHWEST CORNER OF LOT 6 OF THE WOLF CREEK EIGHT ADDITION, SAID POINT BEING MONUMENTED WITH A BRASS CAP; THENCE S.89°22'20"W., 67.54 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF THE DANCING WOLF DRIVE RIGHT-OF-WAY LINE TO A POINT MONUMENTED WITH A BRASS CAP; THENCE S.89°18'46"W., 69.92 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE NORTHERLY LINE OF THE DANCING WOLF DRIVE RIGHT-OF-WAY LINE TO A POINT MONUMENTED WITH A BRASS CAP; THENCE N.00°38'53"W., 114.50 FEET ALONG THE WEST LINE OF SAID PARCEL AND THE EAST LINE OF LOT 44 OF THE WOLF CREEK NINE ADDITION TO A POINT MONUMENTED WITH A BRASS CAP; THENCE N.89°15'42"E., 70.00 FEET ALONG THE NORTH LINE OF SAID PARCEL AND SOUTH LINE OF LOTS 50 AND 51 OF THE WOLF CREEK NINE ADDITION TO A POINT MONUMENTED WITH A BRASS CAP; THENCE N.89°24'46"E., 67.53 FEET ALONG THE NORTH LINE OF SAID PARCEL AND SOUTH LINE OF LOT 52 OF THE WOLF CREEK NINE ADDITION TO A POINT MONUMENTED WITH A BRASS CAP; THENCE S.00°36'56"E., 114.51 FEET ALONG THE EASTERLY LINE OF SAID PARCEL AND WESTERLY LINE OF LOT 6 OF THE WOLF CREEK EIGHT ADDITION TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.36 ACRES MORE OR LESS.

THE ABOVE DESCRIBED PARCEL IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND ENCUMBRANCES THAT HAVE BEEN LEGALLY ACQUIRED.

THE VACATION AND REPLAT OF THE FORGOING DESCRIBED LAND AS IT APPEARS ON THIS PLAT IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S), PROPRIETOR(S) OR PARTIES OF INTEREST. THE NAME OF THE NEWLY CONFIGURED LOTS SHALL BE KNOWN AS **WOLF CREEK TEN ADDITION** TO THE CITY OF CASPER, WYOMING.



LOCATION MAP
CASPER, WYOMING

LEGEND

- ◇ RECOVERED BRASS CAP (PLS 584)
- ◆ SET BRASS CAP (PLS 5529)
- RECOVERED ALUMINUM CAP (PLS 584)
- SET ALUMINUM CAP (PLS 5529)
- PROPERTY LINE (ADJACENT AND EXISTING)
- - - EXISTING EASEMENT LINE



B1 PROPERTIES, LLC.
550 N. POPLAR ST.
CASPER, WY 82601

ILIANA ADLER, ADMINISTRATOR
JJSN LIVING TRUST
3714 DANCING WOLF DRIVE
CASPER, WY 82601

EXECUTED THIS _____ DAY OF _____, 2022.

EXECUTED THIS _____ DAY OF _____, 2022.

BY: _____
RANDALL S. HALL - PRESIDENT, B1 PROPERTIES, LLC.

BY: _____
ILIANA ADLER - ADMINISTRATOR, JJSN LIVING TRUST

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)
THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY RANDALL S. HALL, PRESIDENT, B1 PROPERTIES, LLC.

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)
THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY ILIANA ADLER, ADMINISTRATOR, JJSN LIVING TRUST.

WITNESS MY HAND AND OFFICIAL SEAL.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING THIS _____ DAY OF _____, 2022 AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH RECOMMENDATION THAT SAID PLAT BE APPROVED.

DANIEL J. ADLER, ADMINISTRATOR
JJSN LIVING TRUST
3714 DANCING WOLF DRIVE
CASPER, WY 82601

EXECUTED THIS _____ DAY OF _____, 2022.

COMMISSION CHAIRMAN _____ SECRETARY _____

BY: _____
DANIEL J. ADLER - ADMINISTRATOR, JJSN LIVING TRUST

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY RESOLUTION NUMBER _____ DULY PASSED, ADOPTED AND APPROVED ON THIS _____ DAY OF _____, 2022.

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)
THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY DANIEL J. ADLER, ADMINISTRATOR, JJSN LIVING TRUST.

WITNESS MY HAND AND OFFICIAL SEAL.

MAYOR _____ ATTEST: CITY CLERK _____

INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY ENGINEER _____

CERTIFICATE OF SURVEYOR

I, **JAMES F. JONES**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF **WOLF CREEK TEN ADDITION** AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY DIRECT SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS, AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UP ON THE GROUND IN COMPLIANCE WITH THE CITY OF CASPER REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

NOTES

1. PLAT CLOSURE RATIO: 1:73,744
2. DISTANCES ARE GROUND, US SURVEY FOOT
3. BASIS OF BEARINGS: NAD83(2011)(EPOCH:2010.0000) STATE PLANE, WYOMING EAST CENTRAL ZONE(4902), US SURVEY FEET.
4. VERTICAL DATUM: NAVD88(GEOID 12B), US SURVEY FEET.
5. ELEVATIONS ARE FOR REFERENCE ONLY AND ARE NOT TO BE USED AS BENCHMARKS.

STATE OF WYOMING)
) SS
COUNTY OF NATRONA)
THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY JAMES F. JONES.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____



Environmental and Civil Solutions, LLC
111 West 2nd Street, Suite 600
Casper, WY 82601
Phone: 307.337.2883
www.ecsengineers.net
PROJECT NO. 160015

FOR:
B1 PROPERTIES, LLC
550 NORTH POPLAR STREET
CASPER, WY 82601

SURVEYOR:
FIELD: TYLER YOUNG
REVIEW: JAMES F. JONES, P.L.S.

DATE DRAWN:
12.10.2021
DRAWN BY:
MFM

**WOLF CREEK TEN ADDITION
SUBDIVISION AGREEMENT**

This Subdivision Agreement ("Agreement") is made and entered into this 24th day of January, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 ("City").
2. B1 Properties, LLC, 550 North Poplar Street, Casper, Wyoming 82601 ("Owner").
3. Iliana Adler, Administrator, JJSN Living Trust, 3714 Dancing Wolf Drive, Casper, Wyoming 82601 ("Owner").

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to for a vacation and replat of Lot 7 in Wolf Creek Eight Addition and Lot 43 in Wolf Creek Nine Addition, to create the Wolf Creek Ten Addition, located at 3714 and 3720 Dancing Wolf Drive.
- C. A plat of the Wolf Creek Ten Addition ("Addition") has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk's Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

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

2.3 Certification of Construction; Repair Obligations:

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

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

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

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

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

2.6 Erosion Control Program:

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

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

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

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

- a. Refuse to issue any building permits or certificates of occupancy to any person, including the Owner, or its heirs, successors, assigns and grantees.

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- d. Complete Agreement: This Agreement shall constitute the entire understanding and agreement of the parties, and supersedes any prior negotiations, discussions or understandings.
- e. Amendment: No amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all parties hereto.

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

B1 Properties, LLC
 550 North Poplar Street
 Casper, Wyoming 82601

Iliana Adler, Administrator
 JJSN Living Trust
 3714 Dancing Wolf Drive
 Casper, WY 82601

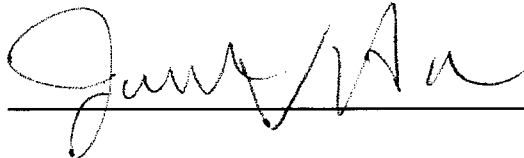
City of Casper
 Attn: Community Development Director
 200 North David
 Casper, WY 82601
 Fax: 307-235-8362

- j. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.

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

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS:

By: Courtney Whipps

Printed Name: Courtney Whipps

Title: New Construction Specialist

OWNER
B1 Properties, LLC

By: [Signature]

Printed Name: Randall S. Hall

Title: Co-Manager

WITNESS:

By: Courtney Whipps

Printed Name: Courtney Whipps

Title: New Construction Specialist

OWNER
Iliana Adler, Administrator
JJSN Living Trust

By: [Signature]

Printed Name: Iliana Adler

Title: Owner & Trust Administrator

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

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

(Seal, if any)

(Signature of notarial officer)

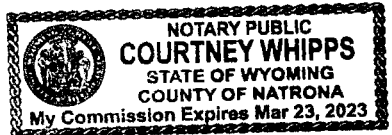
Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 24th day of January, 2022, by Courtney Whipps as the New Construction Specialist of B1 Properties, LLC.

(Seal, if any)



Courtney Whipps
(Signature of notarial officer)

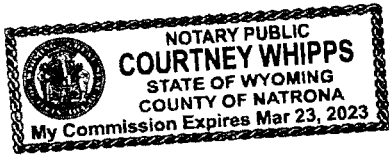
New Construction Specialist
Title (and Rank)

[My Commission Expires: 3/23/23]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 24th day of January, 2022, by Iliana Adler, Administrator, JJSN Living Trust.

(Seal, if any)



Courtney Whipps
(Signature of notarial officer)

New Construction Specialist
Title (and Rank)

[My Commission Expires: 3/23/23]

RESOLUTION NO.22-19

A RESOLUTION APPROVING THE VACATION AND REPLAT
CREATING THE WOLF CREEK TEN ADDITION, AND THE
ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, an application has been made to vacate and replat Lot 7 in Wolf Creek Eight Addition and Lot 43 in Wolf Creek Nine Addition, to create the Wolf Creek Ten Addition; and,

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

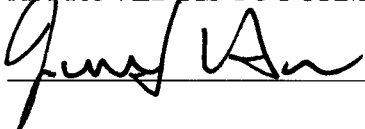
WHEREAS, the governing body of the City of Casper finds that the above described vacation and replat should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution approving the vacation and replat as described above.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Subdivision Agreement between the City, B1 Properties, LLC, and Iliana Adler, Administrator, JJSN Living Trust.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 20__.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

January 28, 2021

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

FROM: Liz Becher, Community Development Director *LB*
Scott Dresher, Transit Manager
Dan Coryell, Fleet Maintenance Manager

SUBJECT: Authorize the purchase of one (1) 24 passenger bus for use in the City's transit system from Creative Bus Sales in the amount of \$187,959

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

Action type:
Resolution

Recommendation:
That Council, by resolution, approve the Agreement between the City of Casper and Creative Bus Sales for the purchase of one (1) 24 passenger bus in an amount of One Hundred Eighty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$187,959).

Summary:
On November 12, 2021, the City's Transit and Fleet Divisions publicly advertised a Request for Bids (RFB) for the purchase of at least one (1) 24 passenger bus. The RFB was advertised in the newspaper and was placed on the City website. Responses were due December 21, 2021. Two (2) bids were received by the deadline. Of the two (2) bids received, Creative Bus Sales' bid was found to be fair, reasonable, and responsible. The bus will serve in the fixed route bus fleet. There are currently 9 vehicles in the fixed route fleet, and this purchase was budgeted to keep the fixed route fleet on track with the City's replacement schedule.

Financial Considerations:
Funding for this project comes from a grant through the Federal Transit Administration (FTA) and FY2022 City of Casper Transit Division Light Equipment Fund, which is Capital Fund monies.

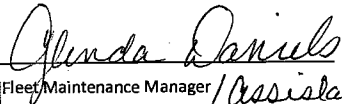
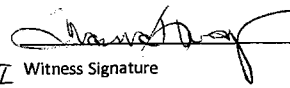
Oversight/Project Responsibility:
Liz Becher, Community Development Director
Scott Dresher, Transit Manager
Dan Coryell, Fleet Maintenance Manager

Attachments:
Procurement of Goods Agreement between City of Casper and Creative Bus Sales
Resolution
Bid Tab

BID OPENING LOG

Project Name: 2022 Transit Bus Acquisition
 Project Number: FTA 22-01
 Bid Opening Date: 12/21/2021 @ 2:00 PM

	Firm Name	Rec'd Date	Rec'd Time	Current SAMS Registration	Option	Addendum	Bid Amount
Bid #1	Louis Bus Group	12-20-21 12:45pm	12:45pm Don				No Bid
Bid #2	Creative Bus Sales	12-20-21	9:15 am Don		Because of current supply chain pricing will be provided at the time of order		\$187,959.00
Bid #3							
Bid #4							
Bid #5							
Bid #6							
Bid #7							
Bid #8							
Bid #9							
Bid #10							



 Fleet Maintenance Manager / Assistant III Witness Signature

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement, dated as of _____ day of _____, 2022 (this “**Agreement**” or “**Contract**”) to be referenced by FTA Project 22-01 is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 (“**Buyer**”) and Creative Bus Sales, a Washington bus dealership located at 11601 Cyrus Way #101, Mukilteo, Washington 98275 (“**Seller**” or “**Contractor**”), and together with Buyer, the “**Parties**”, and each, a “**Party**”).

RECITALS

WHEREAS, Seller is in the business of selling transit vehicles; and

WHEREAS, Seller submitted a bid on December 17, 2021, in response to the “City of Casper 2022 Transit bus Acquisition, Project ID: Transit 22-01.”

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**”) in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods in the quantities and on the date(s) specified in **Exhibit A** 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. Delivery will be one (1) year from the date of the contract awarded by the Casper City Council.
3. Quantity. Seller shall deliver the quantities of the Goods specified in **Exhibit A**. If Seller delivers more than one (1) or less than one (1) of the quantity of the quantity of Goods specified in **Exhibit A**, 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 City of Casper Service Center, 1800 East K Street, Casper, Wyoming (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

5. Shipping Terms. Delivery shall be made in accordance with the terms set forth in Exhibit A. 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, and any other documents necessary to release the Goods to Buyer within seven (7) business day[s] 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, Seller's name, the bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly/within 90 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**. The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that the warranty shall become effective on the date the bus is placed into service. The warranty for the bus is set forth in **Exhibit B**. **Exhibit B** is the warranty information that was submitted by the Seller in their Bus Bid proposal.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

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

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and until the Buyer accepts the Goods after receipt of delivery, 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 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 N. David Street
Casper, Wyoming 82601

Notice to Seller:

Creative Bus Sales
11601 Cyrus Way #101
Mukilteo, Washington 98275

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.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Walter Tremel

ATTEST

Fleur Tremel
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Ray Pacheco
Mayor

WITNESS

By: Walter Tremel
Printed Name: Walter Tremel, III
Title: City Administrator

SELLER
Creative Bus Sales, Inc.

By: Nick Corley
Printed Name: NICK CORLEY
Title: SALES OPERATIONS MANAGER

FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party contractors and their subcontracts and sub agreements at every tier. Accordingly the Contractor will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Contractor 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 Contractor will retain, and will require its subcontractors 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 Contractor 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 Contractor agrees to provide sufficient access to FTA and its contractors 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 Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

2. BUS TESTING

Contractor [manufacturer] shall comply with 49 USC A5323(c) and FTA's implementing regulation 49 C.F.R. 665, to the extent they are consistent with 49 U.S.C. § 5318(e), as amended; and shall perform the following:

a. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

b. A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

c. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

d. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a

major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

3. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) as amended by MAP-21, 49 U.S.C. 5323(h), 49 C.F.R. Part 661, and FAST Act (Pub. L. 114-94) which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and was amended by Section 3011 of the FAST Act (Pub. L. 114-94).

4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

5. CIVIL RIGHTS LAWS AND REGULATIONS

The Contractor is an Equal Opportunity Employer. As such, the Contractor agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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 Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the 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 contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

7. ENERGY CONSERVATION

The contractor 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.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors 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.

9. 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.

10. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Contractor 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, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor 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 subcontractor who will be subject to its provisions.

11. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

Contractor shall comply with 49 USC 5323(1) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:

- a. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
- b. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- c. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- d. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies

with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor 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 Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.

The Contractor 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 Contractor, to the extent the Federal Government deems appropriate.

The Contractor 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 subcontractor who will be subject to the provisions.

13. 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 Contractor 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 Contractor or AGENCY.

Distracted Driving The Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

14. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor 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 Contractor setting forth the manner in which the Contractor is in default. The Contractor 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 Contractor 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 Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor 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 Contractor [an appropriately short period of time] 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 Contractor 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 Contractor 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 Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

If this Contract is terminated while the Contractor has possession of the City's goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Contractor 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 Contractor 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 AGENCY.

15. VIOLATION AND BREACH OF CONTRACT

The Contractor agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- b. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.

- d. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.
- e. Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.

[The rest of this page is intentionally left blank.]

EXHIBIT A

- **DESCRIPTION AND QUANTITY OF GOODS:** One (1) 24 passenger bus in accordance with the bid described in the Recitals herein, which is incorporated herein by reference and made a part of this Agreement.
- **PRICE:** One Hundred Eighty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$187,959).
- **DELIVERY DATE:** Delivery date will be one (1) year from the date of the Contract awarded by the Casper City Council.
- **DELIVERY LOCATION:** City of Casper Service Center, 1800 East K Street, Casper, Wyoming, 82601.
- **SHIPPING TERMS:** INCOTERMS 2010 DDP.

EXHIBIT B

	Materials and instructions required to program signs to be included. No exceptions.	✓
	Successful vendor shall provide a minimum of one hour of training regarding programming and maintaining the destination signs.	✓
Special Provisions	Manuals providing parts information, operating instructions and electrical schematics for the bus and lift shall be delivered with each unit.	✓
	All warranty information and registrations shall be completely filled out and presented at the time of delivery. Bus shall be delivered fully fueled and serviced to the City of Casper Casper Service Center, 1800 East K St, Casper, WY.	✓
	Manufacturer shall submit with the proposal a certification that the vehicle complies with 49 CFR FMVSS 571.220-221 and 204 a copy of the Altoona bus testing report for the model proposed as well as any other FMVSS requirements.	✓
	A certification must also be included with the bid that the vehicle meets all requirements of the American with Disabilities Act.	✓
	All paperwork necessary to complete the titling and licensing of the vehicles shall be available within 30 days of delivery.	✓
	Illuminated "Stop Requested" sign located at the front of the vehicle and visible to the driver and all passengers. Stop request actuated by a pull cord system. ADA stop request cord positioned at wheelchair positions appropriate for wheelchair users.	✓
Warranty	Warranty shall become effective on the date the bus is placed into service. Warranty service performed at the manufacturer's	✓

	facilities at the manufacturer's request shall have all costs covered by the manufacturer. Warranty for the bus shall be the following as a minimum:	
	Three (3) years/36,000 miles on chassis.	✓
	Five (5) years/100,000 miles on power train, or the cost of extending.	✓
	Three (3) years on body structure, exterior and paint.	✓
	Eighteen (18) months on lift.	✓
	All wiring shall be warranted for one (1) year from date of delivery.	✓
	Manufacturer's standard warranty of one (1) year 12,000 miles, minimum, on other add-on components and items.	✓
	The chassis, body, and all add-on components shall be warranted by the successful vendor.	✓
	The A/C system shall have a minimum of two (2) years unlimited miles.	✓
	Alignment prior to delivery, the vehicle shall be aligned after the installation of the coach, and wheelchair lift.	✓
	Provide contact name, address and phone number that will perform all warranty repairs.	✓
Optional Provisions	The following items will be listed as options to the base bid. Please provide the price for these items in the space below.	
Coolant Circulation Heater	The cooling system shall have an extra cooling capacity radiator, water pump, pulley, and clutch-type fan with coolant recovery system (heavy duty installed by chassis manufacturer). Cooling system shall be winterized (minimum -40).	OEM pressurized series flow cooling system
Hydraulic Transmission	Hydraulic power split transmission which stores kinetic	TorqShift 10-speed Automatic Transmission with five drive modes to match conditions.

RESOLUTION NO. 22-20

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 24 PASSENGER BUS FOR USE IN THE CITY'S TRANSIT SYSTEM FROM CREATIVE BUS SALES IN AN AMOUNT OF ONE HUNDRED EIGHTY-SEVEN THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$187,959.00).

WHEREAS, the City receives federal award dollars for the purchase and operation of transit buses which benefit riders of the fixed route transit service, including seniors and disabled persons in Casper; and,

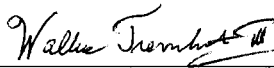
WHEREAS, the City released an invitation for bid for transit buses in November 2021, and Creative Bus Sales was the lowest bidder of this procurement; and,

WHEREAS, Creative Bus Sales has been found to be responsible and responsive to the bid schedules.

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 between the City of Casper and Creative Bus Sales in the amount of One Hundred Eighty-Seven Thousand Nine Hundred Fifty-Nine Dollars (\$187,959) for the purchase of one (1) 24 passenger bus.

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

February 1 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *mjy*
SUBJECT: Bar Nunn Streetscape Revitalization Plan Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, February 15, 2022.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Western Research and Development, Ltd., for the the Bar Nunn Streetscape Revitalization Plan in an amount not to exceed \$44,855.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn, Evansville, and 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 of the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2022 UPWP included \$44,855.00 of matched federal funding for a Bar Nunn Streetscape Revitalization Plan.

The MPO's FY22 UPWP identified that the Town of Bar Nunn would benefit from a Bar Nunn Streetscape Revitalization Plan. The Bar Nunn Streetscape Revitalization Plan is intended to address the concerns of the town of Bar Nunn regarding the streetscapes within the original area of the town, centering around former airport runways and other infrastructure. The interesting development history of this area has resulted in a costly and difficult-to-maintain streetscape. The Bar Nunn Streetscape Revitalization Plan will provide streetscape and roadway alignment solutions to decrease Bar Nunn's street maintenance burden and compare long-term costs associated with maintaining the current streetscape design versus any potential changes recommended in the plan

The Casper Area MPO released a Request for Proposals (RFP) on October 1 28, 2021. Two (2) consulting firms responded with a proposal by the October 29, 2021 deadline. MPO Staff, members from the MPO Technical Committee, and a representative from the Town of Bar Nunn reviewed the proposals, and on November 10, 2021 selected Western Research and Development,

Ltd. based on the quality of the initial proposal, qualifications of proposed staff, and understanding of the project. The MPO expects the proposed project to be completed by September 30, 2022.

Financial Considerations:

The proposed contract shall not exceed \$44,855.00. Funding for this project comes from the Casper Area Metropolitan Planning Organization (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%	\$44,208.89
Local Match	9.51%	\$4,646.11
Casper	73.31%	\$3,406.06
Natrona	15.80%	\$734.09
Mills	4.59%	\$213.26
Evansville	3.37%	\$156.57
Bar Nunn	2.93%	\$136.13
Total		\$48,855.00

The Casper Area Metropolitan Planning Organization Policy Committee approved the funding of \$45,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

Oversight/Project Responsibility:

M. Jeremy Yates, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 2022, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).

2. Western Research and Development, Ltd., 1725 Carey Avenue, Cheyenne, Wyoming 82001 (“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 Bar Nunn Streetscape Revitalization Plan, 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 Bar Nunn Streetscape Revitalization Plan as follows:

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 September 30, 2022.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed 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 fee not to exceed Forty Four Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$44,855.00). 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, draftsmen, specification writers, estimators, other technical and business personnel.

4. METHOD OF PAYMENT:

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

Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month. The City will retain ten percent (10%) of total Project cost, or Four Thousand Four Hundred Eighty Five Dollars and Fifty Cents (\$4,485.50), until the Community Development Director provides written notice of final acceptance of the Project.

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

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1984 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 AGREEMENT:

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 Agreement may be amended only by written instrument signed by the City and Consultant with the prior written approval of the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement as of the date first above written.

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

W. eddie Tremel TH

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Ray Pacheco
Mayor

WITNESS:

Western Research and Development, Ltd. as
Consultant:

By: _____

By: Gary N Grigsby

Printed name: _____

Printed name: GARY N GRIGSBY

Title: _____

Title: Vice President

**CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS**

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- a. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procures a commercial sex act during the period of time that the award is in effect;
or
 - c. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud,

bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.

- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the Owner as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable

regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.

- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a

named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless

written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.

- AA. **Entirety of Agreement.** This Agreement, consisting of sixteen (16) pages; Exhibit A, Scope of Services and Project Schedule, consisting of one (1) page; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1984 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 one (1) page 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.
- III. Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.
- II. Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

- JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- KK. Reserved for future use.
- LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.
- a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
 - b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
 - c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
 - d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance

coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.

- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.
- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or

Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.

- ZZ. Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.

- DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

Part III
FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). The Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,

the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

7. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

9. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

11. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the

Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

13. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA - The City of Casper agrees to notify FTA of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the City of Casper seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA before doing so.
- b. Federal Interest in Recovery - The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the City of Casper may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c.
- d. Enforcement - The City of Casper agrees to pursue all legal rights provided within any third party contract.
- e. FTA Concurrence - FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Casper.

- f. **Alternative Dispute Resolution - FTA encourages the City of Casper to use alternative dispute resolution procedures, as may be appropriate.**

EXHIBIT "A"

SCOPE OF SERVICES



October 29, 2021

Mr. Jeremy Yates, Supervisor
Casper Area Metropolitan Planning Organization
200 North David Street, Room 203, Casper, WY 82601

RE: Proposal and Scope of Work for the Bar Nunn Streetscape Revitalization Plan

Dear Mr. Yates:

Western Research and Development, Ltd./Y2 Consultants is pleased to submit this proposal and scope of work in response to the MPO's Bar Nunn Streetscape Revitalization Plan RFP.

Per the RFP, Western/Y2 has designed a project scope and schedule to meet the MPO's needs and we will complete the project for the \$45,000 budget listed in the 2022 Unified Planning Work Program. Western/Y2 will complete the full study within this proposed budget, conduct a public involvement outreach campaign, produce plan documents and drawings, and present them to area decision makers.

Western/Y2 staff and I look forward to working with the Casper MPO and Bar Nunn community. We fully appreciate that the Town of Bar Nunn Streetscape Revitalization Plan offers a rare professional opportunity to prepare a streetscape design plan that will serve and transform an entire community for many years to come. The Western/Y2 team will conduct a thorough study and develop an exemplary streetscape plan with our goal to exceed expectations and become a permanent source of community pride for the Town of Bar Nunn.

Respectfully,

A handwritten signature in black ink, appearing to read "Gary N. Grigsby".

Gary N. Grigsby, President, Western Research and Development, Ltd. / Y2 Consultants

5908 Yellowstone Road
Cheyenne, WY 82009

www.wrd-ltd.com
Fax (307) 635-0410

Cheyenne (307) 632-5656
Ft Collins (970) 482-5656
Jackson (307) 733-2999

180 South Willow Street
PO Box 2870
Jackson, WY 83001



Wholly-owned subsidiary of Y2 Consultants, LLC | www.y2consultants.com

		PROPOSED SCHEDULE	Casper Area MPO / Town of Bar Nunn Bar Nunn Streetscape Revitalization Plan	Estimated Project Total
PROJECT TASK CHECKLIST, TENTATIVE SCHEDULE, AND ASSIGNED STAFF				0000
INDEX	TASK NAME	ESTIMATED COMPLETE BY DATE *	TASK DESCRIPTION	EST. ITEM COST **
0	RFP Notice to Proceed	Wednesday, December 8, 2021	* NOTE: All dates stated herein are tentative estimates subject to change due to unforeseen conditions or as directed by the client.	
Phase 0 - Pre-Project and Project Coordination				\$2,753
1	Kick Off Meeting (RFP states "December 2021")	Wednesday, December 15, 2021	Kick Off Meeting RFP Fixed Date: December 2021 Western/Y2 and staff from Casper Area MPO and the Town of Bar Nunn will develop a final scope of work. Western / Y2 will meet with the MPO, Bar Nunn, WYDOT and other stakeholder agencies to clarify study expectations, including project schedule and communications protocols, and receive materials for review. The MPO and the Town of Bar Nunn will make available all existing planning documents, utility maps, plat maps, historic street maintenance budgets, and/or other materials relevant to the study.	\$900
2	Regular Project Coordination	Monthly / As Needed	To control travel expense, monthly project coordination meetings will be by videoconference, according to the MPO's preference. Recent experience with pandemic-era projects shows this is a cost-effective means to reduce travel expense and focus resources on plan development.	\$1,853
Phase 1 - Data Collection, Public Outreach, and Alternative Development				\$27,286
3	Initiate Public and Stakeholder Involvement	Friday, December 17, 2021	Western has designed a planning process to balance public engagement with technical expertise. Along with traditional methods such as phone and email, Western/Y2 will use virtual and in-person meetings and forums to engage residents, business owners and transportation stakeholders in the planning process. The team will use Social Pinpoint to create a project page that will host surveys, documents, and virtual meetings. The public meetings, charettes and project page will be advertised with marketing materials, such as social media (Facebook) posts, newspaper ads and press releases.	\$4,100
4	Plan Review	Wednesday, December 22, 2021	Western/Y2 will review and incorporate findings and recommendations from previous plans relevant to the Bar Nunn community, including, but not limited to, the 2020 L RTP (Connecting Crossroads), Antelope Drive & Salt Creek Study (March 2021), Bar Nunn Comprehensive Plan (2018), Bar Nunn Transportation Plan (2017), Wayfinding Master Plan (2020), Polaris Drive Study (2014), Salt Creek Highway Access Study and Plan and others.	\$1,075
5	Collect Traffic Volume, Classification, and Speed Data	Wednesday, December 29, 2021	Speeding is a stated community concern. Western/Y2 has arranged for our partner, IDAX Data Solutions, to collect 24-hour directional traffic volume, classification, and speed data at up to five suspected problem locations to be determined in cooperation with the MPO and the Town of Bar Nunn. This data will be used to evaluate traffic concerns and determine appropriate solutions.	\$1,950
6	Research and Mapping	Wednesday, January 5, 2022	Western/Y2 will obtain and analyze all necessary existing environmental, topographical, traffic volume, classification and safety, and land use data and work with the Town to inventory streets to identify falling pavements. Western/Y2 will request and map all study area crash data provided by the WYDOT Highway Safety Program. The Town of Bar Nunn will provide records of historic street maintenance costs for the Town. Western/Y2 will review Town of Bar Nunn's street maintenance budgets as a baseline for future planning and cost savings.	\$1,528

7	Develop Street Cross Section Alternatives	Wednesday, March 9, 2022	Western/Y2 understands community goals include a strong desire by the residents and leadership of Bar Nunn to provide greater commercial, civic, and public space destinations, and to reduce Bar Nunn's street maintenance burden. Alternatives will be developed to specifically address ways that streetscape and landscape can reduce speed and improve perceived and real safety. Western/Y2 will develop up to three alternative streetscape recommendations for main thoroughfares and side streets within the original layout of Bar Nunn, with the objective of reducing total pavement area.	\$1,976
8	Develop Alternative Landscape Themes	Wednesday, March 9, 2022	Western/Y2 appreciates that the main project goals are to design a cohesive streetscape that retains the distinct layout of the town, honors its unique history, and provides actionable solutions to reduce Bar Nunn's street maintenance budget. Per the RFP, Western/Y2's landscape alternatives will be developed to highlight the town's natural beauty while being mindful of the challenging environment, local wildlife, and budget constraints.	\$2,116
9	Alternative Cost Estimates	Wednesday, March 16, 2022	To help with alternative evaluation, Western/Y2 will develop preliminary, planning-level cost estimates for alternatives, including ongoing maintenance costs, for the existing landscape layout and new recommendations.	\$4,309
10	Steering Committee Meeting	Thursday, March 17, 2022	Western/Y2 will meet with the project steering committee prior to Open House / Charrette #1 to discuss study findings, presentation materials, and conduct of the Public Charrette.	\$500
11	Public Input Session #1	Thursday, March 17, 2022	Western/Y2 will facilitate two public input sessions with PowerPoint presentations, one in-person and one virtual through Social Pinpoint. Prior to the first public meeting, the team will open the Ideas Wall on Social Pinpoint to gather input on streetscape alternatives, desired amenities, and safety concerns. Pandemic restrictions permitting, Western/Y2 will hold an interactive design charrette during session #1 to present findings of fact and determine public preferences. To enable meaningful and informed public input, the charrette is scheduled to take place after data collection and analysis, but prior to preliminary engineering design. To control project costs, MPD and Bar Nunn staff will help facilitate the Charrette with guidance from the Western/Y2 project manager.	\$4,309
Phase II - Planning and Preliminary Design				\$9,998
12	MPO and Steering Committee review and Direction (2 Weeks)	Thursday, March 31, 2022	Western/Y2 has scheduled two weeks for Casper Area MPO and the Town of Bar Nunn to evaluate public feedback and recommendations, determine preferred alternatives for study area streets, and direct Western/Y2 as to the preferred streetscape and landscape design solution.	\$100
13	Develop Final Streetscape Plan	Monday, May 2, 2022	With direction from the MPO and the Town, Western/Y2 will develop a Streetscape Revitalization Plan for the Town of Bar Nunn. The plan will address identified concerns of the town of Bar Nunn regarding the streetscapes within the original area of the town, centering around former airport runways and other infrastructure. Per the RFP, Western/Y2 will create a thoughtful and viable streetscape improvement plan.	\$2,899
14	Final Cost Estimation and Budget Development	Monday, May 2, 2022	Western/Y2 will provide final cost estimates, including ongoing maintenance costs, for both the existing landscape layout and the final streetscape plan recommendations. Western/Y2 will provide a phased implementation plan (AKA Streetscape Improvement Program) based on identified community priorities and projected budget availability.	\$1,600
15	RFP Administrative Draft Review	Monday, May 2, 2022	Western/Y2 will provide an electronic copy of the Draft Bar Nunn Streetscape Plan to the MPO and Town of Bar Nunn for review two weeks prior to the Public Meeting #2.	\$300
16	Steering Committee Meeting	Tuesday, May 17, 2022	Western/Y2 will meet virtually with the MPO Project Manager and Project Steering Committee prior to Public Meeting #2 to discuss findings and presentation materials.	\$600




17	Public Input Session #2	Tuesday, May 17, 2022	Western/Y2 will facilitate a virtual public input session in the form of a presentation. Western/Y2 will present the recommended alternative for public comment prior to production of final deliverables. This portion of the project will introduce Social Pinpoint's Comment Map, which will overlay streetscape suggestions on a base map of Bar Nunn. Stakeholders can place their comments on the proposed plan directly onto the base map. Stakeholders will be able to review and comment on the proposed plan on the project's page.	\$2,222
Phase III - Deliverables Production				\$4,818
18	Public Comment Period and MPO & Steering Committee Review	Thursday, June 16, 2022	Public Input Session #2 will start the 30-day Public Comment Period which will end June 16, 2022. Additional public comment methods can be created to meet the MPO's needs. The MPO and Steering Committee will provide editorial direction for the final product.	\$100
19	Final Deliverables Production	Thursday, June 30, 2022	Western/Y2 will provide two hard copies and one electronic copy of the final report up to 100 pages in length. Recommended streetscapes will be described in text and depicted as lines on aerial imagery and as street cross sections. Cost estimates will be at the planning level, suitable for future budgeting and grant applications. Western/Y2 will provide a GIS layer depicting all proposed alignments, and electronic copies of all materials developed for the study, per MPO request.	\$4,718
20	RFP Target Project Completion	Thursday, June 30, 2022	Western/Y2 has built a planning process to meet the target completion date. As always, the earlier the project can commence the earlier it can be completed and minimize the effects of unexpected events which can result in delay. The planning process is designed with project 'float' to significantly reduce that probability.	\$0
 			 Gary N. Grigsby, Vice President	
				\$44,855

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 Bar Nunn Streetscape Revitalization Plan; and,

WHEREAS, on July 19, 2021, the Consultant Selection Committee approved the hiring of Western Research and Development, Ltd., 1725 Carey Avenue, Cheyenne, Wyoming 82001, to complete the Bar Nunn Streetscape Revitalization Plan.

WHEREAS, Western Research and Development, Ltd., 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 Western Research and Development, Ltd., to complete the Bar Nunn Streetscape Revitalization Plan in accordance with the Agreement, for an amount not to exceed Forty Four Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$44,855.00).

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 Western Research and Development, Ltd., 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, ^{GARY}GRIGSBY, am the ^{VICE}PRESIDENT of and duly authorized representative of the firm of Western Research and Development, Ltd.; 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.

2-7-2022
Date


Signature

GARY N GRIGSBY
Printed Name

Vice President
Title

EXHIBIT "E"
CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming) SS

COUNTY OF Laramie) SS

I, ^{GARY} GREGSBY, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]
Vice President
Title

Subscribed in my presence and sworn to before me this 7 day of February, 2022, by:


Gary N. Grigsby
[Signature]

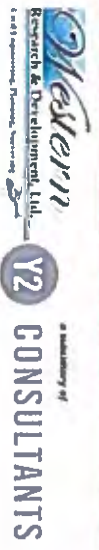


Notary Public

21 Sept 2022
My Commission Expires

EXHIBIT "G" FEE SCHEDULE

 Y2 CONSULTANTS		Fee Schedule		CONSULTANT AND SUBCONSULTANTS		STAFF HOUR ESTIMATE												
TASK #	TASK NAME	PROFESSIONAL RATE	ADVICE RATE	ENGINEER RATE	ENGINEER II RATE	ENGINEER III RATE	ENGINEER IV RATE	ENGINEER V RATE	ENGINEER VI RATE	ENGINEER VII RATE	ENGINEER VIII RATE	ENGINEER IX RATE	ENGINEER X RATE	ENGINEER XI RATE	ENGINEER XII RATE	ENGINEER XIII RATE	ENGINEER XIV RATE	ENGINEER XV RATE
1	Phase G - Pre-Project and Project Coordination Kick Off Meeting (RFP states "December 2021")	\$906	1	4	2													
2	Phase I - Data Collection, Public Outreach, and Alternative Development Regular Project Coordination Initiate Public and Stakeholder Involvement	\$1,242	10	4	4													
3	Phase I - Data Collection, Public Outreach, and Alternative Development Plan Review	\$4,108	16								20							
4	Phase I - Data Collection, Public Outreach, and Alternative Development Collect Traffic Volume, Classification, and Speed Data	\$1,279	4	2							2							
5	Phase I - Data Collection, Public Outreach, and Alternative Development Research and Mapping	\$1,318	1	12	1	5	4											
6	Phase I - Data Collection, Public Outreach, and Alternative Development Develop Street Cross Section Alternatives	\$3,376	1	20	2	8												
7	Phase I - Data Collection, Public Outreach, and Alternative Development Develop Alternative Landscape Themes	\$2,316	8	12														
8	Phase I - Data Collection, Public Outreach, and Alternative Development Alternative Cost Estimates	\$4,200	8	3							16							
9	Phase I - Data Collection, Public Outreach, and Alternative Development Steering Committee Meeting	\$943	4	1														
10	Phase I - Data Collection, Public Outreach, and Alternative Development Public Input Session #1	\$4,924	20	1	4	4												
11	Phase II - Planning and Preliminary Design MPO and Steering Committee review and Direction (2 Weeks)	\$100	1															
12	Phase II - Planning and Preliminary Design Develop Final Streetscape Plan	\$3,885	8	10							8							
13	Phase II - Planning and Preliminary Design Final Cost Estimation and Budget Development	\$1,828	4	6							8							
14	Phase II - Planning and Preliminary Design RFP Administrative Draft Review	\$943	2	1							4							
15	Phase II - Planning and Preliminary Design Steering Committee Meeting	\$900	4															
16	Phase II - Planning and Preliminary Design Public Input Session #2	\$2,322	9	4														
17	Phase III - Deliverables Production Public Comment Period and MPO & Steering Committee Review	\$100	1															
18	Phase III - Deliverables Production Final Deliverables Production	\$4,715	2	16	6	6	8											
19	Phase III - Deliverables Production RFP Target Project Completion	\$4,715																
20	Phase III - Deliverables Production RFP Target Project Completion	\$6																



RESOLUTION NO. 22-21

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND WESTERN RESEARCH AND DEVELOPMENT, LTD., FOR THE BAR NUNN STREETSCAPE REVITALIZATION PLAN.

WHEREAS, the City of Casper, Wyoming, the Towns of Evansville, Mills, 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 July 17, 2021, for a Bar Nunn Streetscape Revitalization Plan, not to exceed Forty Four Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$44,855.00); and,

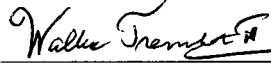
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on October 1, 2021; and,

WHEREAS, the Project Selection Committee selected Western Research and Development, LTD., on November 10, 2021, to complete Bar Nunn Streetscape Revitalization Plan.

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 Western Research and Development, Ltd., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Forty Four Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$44,855.00) for the Bar Nunn Streetscape Revitalization Plan.

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

January 26, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director 

SUBJECT: Acceptance of the Wyoming Office of Homeland Security State Homeland Security Program (SHSP) Grant in the Amount of Sixty Two Thousand One Hundred Ninety Five Dollars and Eleven Cents (\$62,195.11)

Meeting Type & Date

Regular Council Meeting
February 15, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize the acceptance of the Wyoming Department of Homeland Security State Homeland Security Program (SHSP) Grant in the amount of Sixty Two Thousand One Hundred Ninety Five Dollars and Eleven Cents (\$62,195.11).

Summary

The City of Casper has been awarded a grant to support the investment of protection of soft targets/crowded places to improve the ability of the Ford Wyoming Center to prevent a threatened or an actual act of terrorism. The funds will be used to purchase and install an access control system for the facility.

Financial Considerations

There is no match requirement of the City of Casper for acceptance of this grant.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation, & Public Facilities Director
Adam Hiatt, Information Technologies Analyst
Jeffrey Bemis, Ford Wyoming Center Director of Operations

Attachments

Resolution
Grant Award Agreement

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2021**

Subrecipient:	City of Casper
DUNS #	152720140
Federal Award Amount:	\$62,195.11
Period of Performance:	September 1, 2021 through August 31, 2023
CFDA #:	97.067
DHS Grant Code:	EMW-2021-SS-00015
Project ID:	21-SHSP-FWC-MU-PST

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are the Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002 and City of Casper (Subrecipient), whose address is: 1 Events Dr, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the Subrecipient shall support the investment of **Protection of Soft Targets/Crowded Places** to improve the ability of **Ford Wyoming Center** to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism-nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 CFR 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2021 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming on September 8, 2021. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from September 1, 2021 through August 31, 2023. All services shall be completed during this term.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description. Total payment under this Agreement shall not exceed sixty-two thousand, one hundred ninety-five dollars and eleven cents (\$62,195.11). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.

B. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.

C. **Travel.** The payment of travel expenses related to the performance of this Agreement shall be allowed with prior approval from Agency and as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.

(i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.

(ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.

(iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle

- D. Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. Responsibilities of Subrecipient.

- A.** Subrecipient agrees to be familiar and comply with the Fiscal Year 2021 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO), which is incorporated into this Agreement by this reference.
- B.** Subrecipient shall provide the project described in Attachment A.
- C. Environmental and Historic Preservation (EHP).** If Subrecipient has projects that have potential to impact the environment, including but not limited to the construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, Subrecipient must participate in the DHS/FEMA/EHP review process prior to beginning work. Failure of Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Additionally, all subrecipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. Any change to the approved project description will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- D. THIRA/SPR.** Subrecipient agrees to complete/actively participate in a whole community Threat and Hazard Risk Assessment or Stakeholder Preparedness Report (THIRA/SPR) update or both annually by the fall deadline of each year during the entire period of this Agreement.

- E. NIMS.** Subrecipient is required to maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
- F. Point of Contact.** Subrecipient must keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 CFR 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal

participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.

(iv) Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance.

I. Training and Exercise. Training conducted using HSGP funds should address a performance gap identified through a Training Exercise Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2021 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer, or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October – December 2021.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- C. **Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- D. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- E. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- F. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- G. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- H. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- I. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records. Subrecipient agrees that if it expends less than seven hundred fifty thousand dollars (\$750,000.00) in federal funds during its fiscal year, it must send the Agency a letter stating they do not meet the threshold to undergo an organization-wide financial and compliance single audit.
- J. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- K. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.
- L. Activities Conducted Abroad.** Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate

government authorities and that appropriate licenses, permits, or approvals are obtained.

- M. Reporting of Matters Related to Subrecipient Integrity and Performance.** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- N. Trafficking Victims Protection Act of 2000 (TVPA).** Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.
- O. Federal Leadership on Reducing Text Messaging while Driving.** Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
- P. Fly America Act of 1974.** Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Q. Americans with Disabilities Act of 1990.** Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- R. Duplication of Benefits.** Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

- S. Copyright.** Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
- T. Civil Rights Act of 1968.** Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
- U. Best Practices for Collection and Use of Personally Identifiable Information (PII).** Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- V. Limited English Proficiency (Civil Rights Act of 1964, Title VI).** Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS subrecipient Guidance and additional resources on <http://www.lep.gov>.
- W. Hotel and Motel Fire Safety Act of 1990.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)
- X. Disposition of Equipment Acquired Under the Federal Award.** When original or replacement equipment acquired under this award by the subrecipient or its sub-Subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment

pursuant to 2 C.F.R. Section 200.313.

- Y. Patents and Intellectual Property Rights.** Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.
- Z. Procurement of Recovered Materials.** States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Terrorist Financing.** Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- BB. Civil Rights Act of 1964 - Title VI.** Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- CC. Prior Approval for Modification of Approved Budget.** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- DD. Acknowledgement of Federal Funding from DHS.** Subrecipients must acknowledge their use of federal funding when issuing statements, press releases,

requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

- EE. Acceptance of Post Award Changes.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- FF. Rehabilitation Act of 1973.** Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- GG. False Claims Act and Program Fraud Civil Remedies.** Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)
- HH. Nondiscrimination in Matters Pertaining to Faith-Based Organizations.** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- II. Lobbying Prohibitions.** Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- JJ. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX.** Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R.

Part 17 and 44 C.F.R. Part 19.

- KK. Age Discrimination Act of 1975.** Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- LL. National Environmental Policy Act.** Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- MM. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications.** DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.
- NN. USA PATRIOT Act of 2001.** Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
- OO. Non-Supplanting Requirement.** Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- PP. Drug-Free Workplace Regulations.** Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

- QQ. Universal Identifier and System of Award Management.** Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- RR. Reporting Subawards and Executive Compensation.** Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- SS. Energy Policy and Conservation Act.** Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- TT. Whistleblower Protection Act.** Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.
- UU. Federal Debt Status.** All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- VV. Use of DHS Seal, Logo and Flags.** Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- WW. Notice of Funding Opportunity Requirements.** All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.
- XX. SAFECOM.** Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- YY. Indirect Facilities & Administrative (F&A) Costs.** Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414.

Applicants with a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision

is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor grants for work related to this Agreement or may award grants to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of nineteen (19) pages; and Attachment A, Project Description, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform

immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement

has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- S. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by the Subrecipient, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

AGENCY: WYOMING OFFICE OF HOMELAND SECURITY

Lynn Budd, Director

Date

SUBRECIPIENT: CITY OF CASPER

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

Attested By:

Date

SUBRECIPIENT ATTORNEY: APPROVAL AS TO FORM

Walter Trout

Attorney

1/28/22

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Aly. Gobh #217287
for: Tyler M. Renner, Supervising Attorney General

11/4/21

Date

Attachment A: Project Description

City of Casper

Project ID: 21-SHSP-FWC-MU-PST

IJ ID #: 3.2

The following submitted project(s) have been approved for the Federal Fiscal Year 2021 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

**** Subrecipient must have an approved EHP prior to any work being completed.**

Description	Amount
Eligible Expenses as follows: <ul style="list-style-type: none"><li data-bbox="224 940 925 976">• Purchase and installation of Access Control System	\$62,195.11

For questions regarding individual project allowability, the scope of an approved project, or the 2021 SHSP grant, please contact:

Chérie Schlumpf, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

RESOLUTION NO. 22-22

A RESOLUTION AUTHORIZING THE GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER.

WHEREAS, the City of Casper has been awarded a State Homeland Security Program (SHSP) Grant in the amount of Sixty Two Thousand One Hundred Ninety Five Dollars and Eleven Cents (\$62,195.11) to be used to support the investment of protection of soft targets/crowded places to improve the ability of the Ford Wyoming Center to prevent a threatened or an actual act of terrorism; and,

WHEREAS, a "Grant Award Agreement between Wyoming Office of Homeland Security and City of Casper" must be executed to receive the grant funds; and,

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

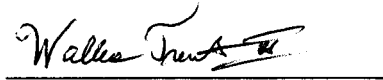
WHEREAS, the grant funds will be used to purchase and install an access control system for the Ford Wyoming Center.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute and the City Clerk to attest the above described grant award agreement.

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

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

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

February 2, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Wired Electric, in the Amount of \$103,595.00 for the Ice Arena Lighting Replacement, Project No. 21-032.

Meeting Type & Date

Regular Council Meeting
February 15, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Wired Electric, in the amount of \$103,595.00, for the Ice Arena Lighting Replacement, Project No. 21-032. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$5,000.00, for a total project amount of \$108,595.00.

Summary

On Wednesday, February 2, 2022, four (4) bids were received for the Ice Arena Lighting Replacement, Project No. 21-032. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>	<u>BID ALTERNATE #1</u>
Wired Electric	Casper, WY	\$81,595.00	\$22,000.00
Casper Electric	Casper, WY	\$95,000.00	\$25,000.00
ECI Electric	Glenrock, WY	\$103,759.00	\$26,391.00
Transmission Distribution Service	Glenrock, WY	\$117,659.51	\$25,386.69

The base bid for project consists of the removal and replacement of the existing fluorescent and HID fixtures with energy efficient LED fixtures at the Casper Ice Arena. The LED lighting fixtures will provide better lighting for events at the Ice Arena as well as providing energy savings over the existing lighting fixtures. The base bid estimate prepared by the City's consultant, Engineering Design Associates (EDA), was \$150,000.00. Additionally, Bid Alternate No. 1 for the project consists of removing and replacing the existing emergency lighting inverter. The existing inverter has not been operational for several years, and parts for refurbishing the existing inverter are no longer available. EDA provided an estimate for Bid Alternate No. 1 in the amount of \$16,000.00. EDA reviewed the bids for this project and recommends awarding both the base bid and Bid Alternate No. 1 for the project to Wired Electric. Work is scheduled to be completed by July 15, 2022.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As all bids were received from in-state Contractors, no bid preference was granted. 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 the replacement of emergency and rink lighting.

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 Wired Electric, 3741 Aspen Place, Casper, Wyoming 82604, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace the existing fluorescent and HID fixtures with energy efficient LED fixtures at the Casper Ice Arena; and,

WHEREAS, Wired Electric is able and willing to provide those services specified as the Ice Arena Lighting Replacement, Project No. 21-032.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Ice Arena Lighting Replacement, Project No. 21-032, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the Engineering Design Associates, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 Substantial Completion shall include all Work required to make the project operational for intended use including all paving and concrete work associated with the street and concrete flatwork.
- 3.2 The Work will be substantially completed by **July 15, 2022**, and completed and ready for final payment in accordance with Article 14 of the General Conditions by **July 29, 2022**.
- 3.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial

completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Three Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$103,595.00), 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 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 5 through SFA-5 of 5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 of 4 through 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 eighteen (18) 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:
- Ice Arena Lighting Replacement, Project No. 21-032**
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:

Walter Tremel #

CONTRACTOR:

WITNESS:

Wired Electric

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Ray Pacheco
Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Ice Arena Lighting Replacement
Project No. 21-032

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 July 15, 2022, and completed and ready for final payment not later than July 29, 2022, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>1-28-22</u>
Addendum No. <u>2</u>	Dated <u>1-31-22</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: \$ 81,595

TOTAL BASE BID, IN WORDS: EIGHTY ONE THOUSAND
FIVE HUNDRED NINETY FIVE DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Exhibit "B" - Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
 - D. Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JONAH WOODRUM
3741 ASPEN PIACE
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 FEBRUARY 2ND, 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: WIRED ELECTRIC (seal)
(Corporation's or Limited Liability Company's Name)

WYOMING
(State of Incorporation or Organization)

By: JENNIFER WOODMAN (seal)
(Title) OWNER

(Seal)

Attest: _____

Business Address: 3741 ASPEN PLACE
CASPER WY. 82604

Phone Number: 307-262-9523

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.)

Ice Arena Lighting Replacement (#8102947)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 02/02/2022 02:00 PM MST

EXHIBIT "B" - BID SCHEDULE

Base Bid				Wired Electric	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	R&R Existing Fluorescent and HID Fixtures with Energy Efficient LED Fixtures	LS	1	\$81,595.00	\$81,595.00
Base Bid Total:					\$81,595.00
Bid Alternate #1					
2	R&R Existing Emergency Lighting Inverter	Ea	1	\$22,000.00	\$22,000.00
Bid Alternate #1 Total:					\$22,000.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**ICE ARENA LIGHTING REPLACEMENT
PROJECT NO. 21-042**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: January 28, 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)



**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

WIPRED ELECTRIC
Firm

Jenna Weeman
By: Signature

OWNER
Title

1-28-22
Date Received

Addendum I, Page 1

ADDENDUM NO. 2

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**ICE ARENA LIGHTING REPLACEMENT
PROJECT NO. 21-042**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: January 31, 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)



**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Wood Electric

Firm

James Wood

By: Signature

Owner

Title

1-31-22

Date Received

Addendum 2, Page 1

RESOLUTION NO. 22-23

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WIRED ELECTRIC FOR THE ICE ARENA LIGHTING REPLACEMENT, PROJECT NO. 21-032.

WHEREAS, the City of Casper desires to remove and replace the existing fluorescent and HID fixtures with energy efficient LED fixtures at the Casper Ice Arena; and,

WHEREAS, Wired Electric is able and willing to provide those services specified as the Ice Arena Lighting Replacement, Project No. 21-032; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Five Thousand and 00/100 Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Wired Electric for those services, in the amount of One Hundred Three Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$103,595.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed One Hundred Three Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$103,595.00), and Five Thousand and 00/100 Dollars (\$5,000.00) for a construction contingency account, for a total project amount not to exceed One Hundred Eight Thousand Five Hundred Ninety-Five and 00/100 Dollars (\$108,595.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Five Thousand and 00/100 Dollars (\$5,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:
(Ice Arena Lighting Replacement, Project No. 21-032)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

February 2, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director 
Phil Moya, Recreation Division Manager

SUBJECT: Authorizing a Lease Agreement with the Casper Soccer Club for the lease and operation of the North Casper Soccer Complex.

Meeting Type & Date

Regular Council Meeting
February 15, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and the Casper Soccer Club for the lease and operation of the North Casper Soccer Complex.

Summary

The Casper Soccer Club had two long-term agreements with the City of Casper for the lease and operation of the North Casper Soccer Complex grounds and concession stand. These agreements expired on December 31, 2021. A new lease agreement is needed prior to the 2022 soccer season, which is planned to begin March 1, 2022.

The Parks, Recreation and Public Facilities Department requests approval for a new non-exclusive lease agreement with the Casper Soccer Club for the continued use of the North Casper Soccer Complex and concession stand. Noteworthy changes from the previous lease are outlined below:

- The Casper Soccer Club historically paid the City 10% of the annual net profit of concessions. The new lease agreement transitions from a percentage of profit to a set concession stand rental fee of \$100 per month while in use during the season (from April to October), with all profits going directly to the Soccer Club.
- The office area above the concession stand, which is used by the Club year-round, will be subject to a set monthly rental fee of \$30 per month, with costs based on square footage of the space. This is consistent with other current leases at City-owned recreation facilities.
- A summer season rate per player was added with a \$1,000 minimum compared to \$4,000 minimum for spring or fall seasons due to lower player numbers during the summer season.
- The Casper Soccer Club will continue to pay for dry utilities as before, but will also transfer responsibility for the billing and payment of water and sewer service for the facility. This is consistent with other current leases at City-owned recreation facilities.

- The term of the new lease is one season, with automatic renewal for up to two additional years. The new agreement assesses a 5% increase in rental fees each year that the agreement is automatically extended.

The Casper Soccer Club will use North Casper Soccer Complex for practices, games and special events. The Club will be responsible for normal facility upkeep and minor repairs totaling \$750 or less, as well as litter control, trash receptacle garbage removal, and trash bag replacement during the term of the Agreement. The Casper Soccer Club will also be responsible for stocking consumables in restrooms and portable restrooms provided during the term of the Agreement. The Casper Soccer Club will maintain the cleanliness of the office area and the concessions stand.

The City of Casper will be responsible for major repairs that total over \$750 as well as grounds maintenance including mowing, fertilization, weed control, aeration, irrigation and additional trash removal for the Complex during the term of the lease. The City of Casper also provides roadway repairs and parking lot repairs.

Financial Considerations

Staff estimates that the provisions of the new lease with Casper Soccer Club will net the City between \$1,000 and \$1,300 dollars in revenue and utility savings each year of the lease term. The majority of these funds are for the rental of the office and concession spaces.

Oversight/Project Responsibility

Phil Moya, Recreation Manager

Paul Zowada, Recreation Supervisor

Attachments

Resolution

Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter Agreement, entered into this __ day of _____, 2022, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City or Lessor," and Casper Soccer Club, a Wyoming Corporation or a 501(c) (3) Non-Profit Corporation, hereinafter referred to as "Lessee." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the Lessor and Lessee hereby covenant, promise, and agree as follows:

RECITALS:

- A. The Lessor owns and operates the North Casper Soccer Complex at 1700 East K Street, Casper Wyoming; and
- B. Lessee desires to enter into a non-exclusive lease of the North Casper Soccer Complex and to reach other accommodations with the Lessor, and the Lessor is willing to enter a nonexclusive lease to the Casper Soccer Club, and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as North Casper Soccer Complex as described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "North Casper Soccer Complex".
- B. North Casper Soccer Complex will be used for practices, games and special events (based on 4.c fee schedule) use only, subject to availability and will need to be scheduled and permitted through the Recreation Center.
- C. The "North Casper Soccer Complex" is leased to Lessee in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, Lessee agrees it has inspected the premises and accepts the property in its present condition.

2. PURPOSE:

- A. The demised premises are leased to Lessee for the purpose of conducting soccer practice and game activities and or services. Such soccer activities and or services and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the property.

3. **TERM:**

- A. The primary term of this Agreement shall be from March 1, 2022, through November 15, 2022 (“**Primary Term**”). The Agreement shall automatically be extended for two (2) additional one terms during the same time period in 2023 and 2024 (“**Extension Terms**”) unless either party provided written notice of non-renewal to the other party at least 90 days before any Extension Term is scheduled to begin.
- B. The Extension Terms of this Agreement will be subject to the same terms and conditions herein with the exception of payments that increase five percent (5%) annually for the two (2) Extension Terms as specified below.

4. **FEES:**

- A. **Participant Fee:** Lessee shall pay rent to the City as follows:
During the Primary Term, Lessee shall pay to the Lessor to lease the premises for the use of the Soccer Fields:
 - 1. The sum of One Dollar (\$1.00) per season (spring, summer & fall); and
 - 2. The sum of Eight Dollars (\$8.00) per player, per season for the maintenance fee of the Soccer Fields; and
 - 3. A minimum payment of Four Thousand Dollars (\$4,000.00) per season (spring and fall), not to exceed a payment of Twelve Thousand Dollars (\$12,000.00) for each season; and
 - 4. A minimum payment of One Thousand Dollars (\$1,000.00) per season (Summer), not to exceed a payment of Twelve Thousand Dollars (\$12,000.00) for each season; and
 - 5. The fees will be payable each spring (April 15th), summer (July 1st) and fall (October 31st) seasons in advance to the Lessor at its offices located at 1801 East 4th Street, Casper, Wyoming; and
 - 6. The dollar amounts listed in this Section will increase five percent (5%) during each of the two Extension Term as specified in Section 3. B. above.
- B. **Rental Fee:** The Lessee will pay a monthly rental fee for use of the North Casper Soccer Complex Upstairs Office Area in the amount of Thirty Dollars (\$30.00) a month for the Primary Term of the Lease Agreement. If this Lease is renewed, the rental fee will be increased five percent (5%) for each Renewal Term.
 - 1. **Payment:** The City shall invoice Lessee, on a monthly basis, during the preceding month, in accordance with the rates established in this Lease. Lessee shall pay rent to the Lessor within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1.5 %) per month late fee due the Lessor if the rental fee payment is not paid to the Lessor by the 15th day of the overdue month of this Lease. Lessee’s failure to pay Lessor the above described rent on or before the 15th day of any month of this Lease shall be considered a

default by the Lessee of the terms and conditions of this Lease. Lessee also has the option to pay the total annual rental fee for the North Casper Soccer Complex Upstairs Office Area within thirty (30) days of execution of this Lease as a payment option.

C. Lessee shall pay the Lessor for the additional costs for rental fees for special events held at the North Casper Soccer Complex, in accordance with the following structure.

1. Soccer Tournaments: Five Hundred Dollars (\$500.00) per day.
 - a. City of Casper will provide portable restroom services and trash removal.
 - i. Portable Restrooms provided by the City of Casper:
 - March 15th – October 25th
 - 1 ADA Portable Restroom – Serviced twice a week
 - 6 Standard Portable Restrooms – Serviced twice a week
 - Additional Service for Portable Restrooms are the responsibility of the Lessee.
 - Additional Portable Restrooms are the responsibility of the Lessee.
 - b. City of Casper will not provide trash removal services for Special Events.
2. Special Events: Soccer and Non-Soccer Related
 - a. Fifty Dollars (\$50.00) per day for up to 250 people.
 - b. Five Hundred Dollars (\$500.00) per day for over 250 people.
 - i. Portable Restrooms provided by the City of Casper:
 - March 15th – October 25th
 - 1 ADA Portable Restroom – Serviced twice a week
 - 6 Standard Portable Restrooms – Serviced twice a week
 - Additional Service for Portable Restrooms are the responsibility of the Lessee.
 - Additional Portable Restrooms are the responsibility of the Lessee.

5. **ASSIGNMENT/SUBLEASING:**

- A. Lessee may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the Lessor. Lessee shall not allow another group or entity to use/share the rental space without written consent of the Lessor.

6. **CONCESSIONS / RETAIL SALES:**

- A. **Rental Fee:** During the Primary Term of this Agreement, the Lessee will pay a monthly rental fee to the Lessor for use of the North Casper Soccer Complex Concessions Area in the amount of one hundred dollars (\$100.00) per month from April 1st through October 31st for a total of Seven Hundred Dollars (\$700.00) per season. If this Lease is renewed, the rental fee will increase by five percent for each of the two (2) Extension Terms.

- B. **Payment:** The City shall invoice **Lessee**, on a monthly basis, during the preceding month, in accordance with the rates established in this Lease. **Lessee** shall pay rent to the **Lessor** within thirty (30) business days after the date on the invoice. Rent not received on time is subject to a one and one half percent (1.5 %) per month late fee due the **Lessor** if the rental fee payment is not paid to the **Lessor** by the 15th day of the overdue month of this Lease. **Lessee's** failure to pay **Lessor** the above described rent on or before the 15th day of any month of this Lease shall be considered a default by the **Lessee** of the terms and conditions of this Lease. **Lessee** also has the option to pay the total annual rental fee for the North Casper Soccer Complex Concessions Area within thirty (30) days of execution of this Lease as a payment option.
- C. The **Lessee** must obtain all pertinent kitchen, food, beverage, concession, catering and dining area facility operational permits and licenses and pay all associated local, county, state, and federal fees, registrations, and taxes as required.
- D. It is recognized that the **Lessee** may, during the Agreement term, conduct fund raising activities, including raffles, sale and lease of advertising upon the property or otherwise and, the sale of personal property such as t-shirts, other clothing, and the like. All of the revenues generated from such activities are the sole and exclusive property of the **Lessee**. The **Lessee** must inform the **Lessor** of any plans for fundraising at City facilities.

7. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. **Lessee** shall not remove any **Lessor** owned equipment from the facilities without express written permission from the responsible appropriate City Department Director or their assigned designee.

8. **TAXES AND ASSESSMENTS:**

- A. **Lessee** represents that it is a 501(c)(3) not-for-profit, charitable organization that is tax-exempt in Natrona County. **Lessee** shall maintain its status a tax-exempt entity, and provide the City with a current tax-exemption certificate. If it does not, **Lessee** agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing.

9. **NON-DISCRIMINATION:**

- A. The **Lessee** agrees that neither it nor its' subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

10. SCHEDULING:

- A. Lessee shall be responsible for the scheduling of the North Casper Soccer Complex for all soccer related activities. Lessor shall schedule any soccer and non-soccer activities based on the availability of the facility. Lessee shall provide the Lessor with a master schedule of all activities per facility for Lessor to bill accordingly.
- B. For any special events or tournaments that deviate from the master schedule, the Lessee must notify the Lessor of such changes at least fourteen (14) days in advance for the Lessor to bill accordingly.

11. LAWS AND REGULATIONS:

- A. Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon Lessee with respect to the real property and fixed assets. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

12. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.
- B. Minimum Scope and Limit of Insurance.
Coverage shall be at least as broad as:
 - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
 - 2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
- C. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains broader coverage and/or higher limits than the minimums shown above, the City of Casper requires and shall be entitled to the broader coverage and/or higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. 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.

E. 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. **Verification of Coverage:**

Lessee shall furnish the City of Casper 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 City 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 City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

8. **Special Risks or Circumstances:**

The City of Casper 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.

13. **USE OPERATIONS PLAN:**

- A. The Lessee, prior to the execution of this Agreement, shall submit a Use Operations Plan to the responsible appropriate City Department Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease, in the event the responsible appropriate City Department Director or their assigned designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

14. **ADVERTISING:**

- A. Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the 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 five percent (5%) of the agreed upon advertising fee per sign/banner. Lessee will be responsible for the full payment of five percent (5%) of the advertising fee 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 responsible appropriate City Department Director or their assigned designee.

- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the Lessee and shall remain the property of Lessee, and shall be subject to removal by Lessee at any time.

15. **RIGHT TO ENTRY:**

- A. The Lessor reserves the right to enter the leased 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.

16. **MAINTENANCE:**

- A. Lessee shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the Lessee's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The Lessee must receive consent of the Lessor prior to the scheduled repairs. Lessor shall, during the term of this Agreement, provide services commensurate with the lease fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750) per repair. The Lessee will be responsible for all repairs Seven Hundred Fifty Dollars (\$750) per repair or less. The Lessee will report all repairs over Seven Hundred Fifty Dollars (\$750) to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The Lessee is liable for all damages that occur to the facility during this lease term. The Lessor will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.
- B. Services in addition to the normal maintenance referred to above shall be the responsibility of the Lessee. Lessee will be responsible for maintaining, cleaning and re-stocking of toilet paper, paper towels and hand soap of restrooms and portable restrooms provided during the term of the Agreement. The Lessee will be responsible for maintaining the Leased area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The Lessee will also be responsible for litter collection on the grounds in the Leased area that could accumulate during the term of the Lease. Lessee will be responsible for paying Lessor for additional services needed for special events or tournaments. The Lessee will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit B.

17. **ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:**

- A. The Lessee, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the Lessor.

- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the Lessee shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Parks, Recreation and Public Facilities Department Director or their assigned designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. Lessee may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The Lessor reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to Lessee, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks, Recreation and Public Facilities Department Director or their assigned designee.

18. **UTILITIES:**

- A. Lessee is responsible for all charges for water and sewer services electricity and natural gas for the North Casper Soccer Complex concessions and office building. The Lessee agrees to place the utility services for water and sewer, electricity and gas in the name of the Casper Soccer Club and will incur all utility charges for the term of the Agreement. This excludes irrigation of the Soccer Fields for the term of the Agreement.
- B. Lessee shall pay \$35.00 per hour for electrical/field lighting charges used at the North Casper Soccer Complex – Soccer Field #12. Lessee must submit a lighting schedule to the Recreation Supervisor – Athletics for each season for term of the lease agreement.

19. **DEFAULT:**

- A. In the event Lessee shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then Lessor may terminate this Agreement by giving Lessee written notice of such termination; or, in the event the Lessee fails to perform any other obligations called for herein on 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 therefor, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the Lessee herein contained. Lessee shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for Lessor to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, rebuild, or reimburse the Lessor to an equal to or better than condition or fairly compensate the Lessor in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. Lessee shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the Lessee or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the Lessee at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by Lessee. Lessor has the option to purchase all of the removable property that the Lessee has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

23. OPERATIONS:

- A. Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for Lessee-sponsored events. The details of its plan for same shall be submitted by the Lessee as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the Lessee, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. Lessee shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the Lessor following the close of each year as part of the Annual Operations Plan.

24. **NOTICE:**

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division	Casper Soccer Club
1801 East Fourth Street	PO Box 2101
Casper, Wyoming 82601	Casper, WY 82602-2101

25. **WAIVER:**

- A. No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

26. **ENVIRONMENTAL COMPLIANCE:**

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Lessee** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

- C. Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by Lessee not less than on a monthly basis. Lessee, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the Lessor in writing, upon request, of all such precautions which have been taken.

27. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

28. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. TERMINATION OF LEASE AGREEMENT:

- A. The City or the Lessee may terminate this Agreement anytime by providing thirty (30) days written notice to City or the Lessee of intent to terminate said Agreement. Notwithstanding the above, the Casper Soccer Club shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by the Lessee or any breach of the Agreement by the Lessee.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

31. NO THIRD PARTY BENEFICIARY RIGHTS:

- A. The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this

Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

32. **ENTIRE AGREEMENT:**

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

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EXHIBIT "A"
LEGAL DESCRIPTION
"North Casper Soccer Complex".

A Parcel located in and being a portion of the S ½ SE ¼, Section 34, Township 34 North, Range 79 West and the N ½ NE ¼, Section 3, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northeast corner of the NW ¼ NE ¼, Section 3 N. 65°58'33" W. a distance of 560.008' to the Northwest corner of the parcel being described and the Point of Beginning; thence from the Point of Beginning N. 80°45'4" E. a distance of 172.292' to a point; thence S. 88°21'2" E. a distance of 829.380' to a point; thence N. 89°32'58" E. a distance of 551.840' to a point; thence N. 0°0'0" E. a distance of 23.438' to the point of a non-tangent curve; thence continuing along the arc of the non-tangent curve to the right having a radius of 220.001', and through a central angle of 45°19'48", Easterly 174.06', and the chord of which bears S. 74°15'22" E. a distance of 169.556' to the point of another non-tangent curve; thence continuing along the arc of the non-tangent curve to the right having a radius of 194.995', and through a central angle of 41°46'48", Easterly 142.2', and the chord of which bears S. 65°38'11" E. a distance of 139.072' to a point; thence S. 0°24'22" W. a distance of 666.691' to a point; thence S. 89°22'2" W. a distance of 754.603' to a point; thence S. 29°56'23" W. a distance of 158.274' to a point; thence S. 89°7'23" W. a distance of 85.079' to a point; thence S. 1°0'53" W. a distance of 131.560' to a point; thence S. 27°46'36" W. a distance of 231.568' to a point; thence S. 1°13'49" E. a distance of 269.020' to a point; thence S. 89°7'59" W. a distance of 803.304' to a point; thence N. 24°55'34" E. a distance of 264.671' to a point; thence N. 32°18'26" E. a distance of 69.839' to a point; thence N. 56°34'31" W. a distance of 26.002' to the point of a non-tangent curve; thence continuing along the arc of the non-tangent curve to the right having a radius of 351.103', and through a central angle of 21°54'36", Northeasterly 134.26', and the chord of which bears N. 39°31'42" E. a distance of 133.426' to a point; thence N. 3°18'41" W. a distance of 512.710' to a point; thence N. 61°54'46" E. a distance of 262.157' to the point of a non-tangent curve; thence continuing along the arc of the non-tangent curve to the left having a radius of 364.997', and through a central angle of 29°24'57.6", Northwesterly 187.39', and the chord of which bears N. 12°27'25" W. a distance of 185.342' to a point; thence N. 88°58'21" W. a distance of 387.215' to a point; thence N. 0°47'6" E. 263.317 to the Point of Beginning.

The above described parcel contains 41.07 acres, more or less.

EXHIBIT "A"
"North Casper Soccer Complex".



EXHIBIT B

Optional Fees

Field Preparations:

- New Field Set up - \$130/ Per Field
- Painting of field - \$105/Per field
- Cleaning/Trash - \$25/Hour
- Soccer Field #12 Lighting - \$35.00 per hour
- Additional Portable Restrooms – Lessee's Responsibility

RESOLUTION NO. 22-24

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
WITH THE CASPER SOCCER CLUB FOR USE OF THE
NORTH CASPER SOCCER COMPLEX.

WHEREAS, the City is the owner of the North Casper Soccer Complex; and,

WHEREAS, Casper Soccer Club operates a soccer program for youth and adults, and desires to utilize City-owned facilities for said program; and,

WHEREAS, the City of Casper and the Casper Soccer Club have agreed to the terms and conditions of the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement between the City of Casper and Casper Soccer Club for the use of the North Casper Soccer Complex.

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

February 3, 2022

MEMO TO: J. Carter Napier, City Manager JCN
FROM: Tracey L. Belser, Support Services Director TB
SUBJECT: That Council, by Minute Action, Appoint Martin J. Axlund
to a Three (3) Year Term as a Civil Service Commissioner, Effective
March 1, 2022.

Meeting Type & Date:
Regular City Council Meeting
February 15, 2022

Action Type:
Minute Action

Recommendation:
That Council, by minute action, authorize the appointment of Martin J. Axlund to the Civil Service Commission for a three (3) year term expiring March 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. Commissioner James Tim Monroe's term expired December 31, 2021; leaving a vacancy for a voluntary position to serve on the Civil Service Commission.

Public notice of this opening was published with Rotary Chapters, City Staff, City Council's LGBTQ Advisory Committee, Casper's Council of People with Disabilities, SHRM, ACLU of Wyoming, Volunteer Wyoming, Casper Recreation Center, Fort Caspar Museum, Meals on Wheels, Chamber of Commerce and Casper Senior Center seeking interested individuals to submit a letter of interest to the Human Resources Department. Three (3) letters of interest were received and interviewed by the Civil Service Commission, Greg Groves, Dennis Gazdiewich, and Human Resources Technician, Heidi Rood.

The recommendation by the Civil Service Commission is to appoint:

- Martin J. Axlund to a three (3) year term

Financial Considerations:
No Financial Considerations

Oversight/Project Responsibility
Heidi Rood, Human Resources Technician
Tracey Belser, Support Services Director

Attachments
Advertisement Copy

PUBLIC SERVICE OPPORTUNITY

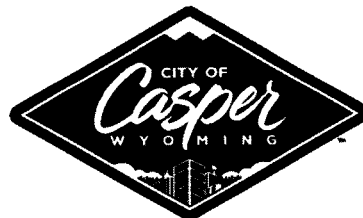
The City of Casper is accepting applications from interested individuals who wish to serve as a member of the Civil Service Commission.

The Civil Service Commission is responsible for the oversight of the City of Casper sworn police and fire personnel matters including entry-level testing procedures, promotional exams, and disciplinary actions (i.e. suspensions, demotions, and terminations). The Commission consists of three members that are committed to serving a three (3) year term.

We are seeking an individual who has high integrity, discretion, communication skills, and professionalism. The ideal individual is community-oriented and committed to being an active board member. The successful candidate must be willing to volunteer their personal time and be able to handle information with the utmost confidentiality.

If you are interested in participating in the altruistic work of this board, please submit a letter of interest, along with a brief resume of your experience, to the Human Resources Office, 200 North David Street – Suite 107, Casper, Wyoming, 82601. The deadline for accepting these applications is **January 21, 2022**.

If you have questions about the work of the board, please call Heidi Rood at (307) 235-8421.



February 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 Three (3) New Mid-Size Police Interceptor Utility Hybrid Vehicles, Two (2) New Mid-Size Police Interceptor Utility Vehicles, and One (1) New Mid-Size Utility Vehicle in the Total Amount of \$239,496.00, Before Trade, for Use by the Casper Police Department.

Meeting Type & Date
Regular Council Meeting
February 15, 2022

Action type
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of:

- Three (3) new mid-size Police interceptor utility hybrid vehicles
- Two (2) new mid-size Police interceptor utility vehicles
- One (1) new mid-size utility Police vehicle

in the total amount of \$239,496.00, before trade, for use by the Casper Police Department.

Summary

On January 12, 2022 bids were publicly open for new Police Department Vehicles. One (1) bid was received for all requested vehicles through Greiner Motors in Casper, WY. The Police Department has forty-eight (48) 2013 Police vehicles currently in their fleet. This purchase marks the first phase of replacing the 2013 models with safer and more economical vehicles. This purchase also aligns with the Police Departments capital replacement plan. Six (6) Police vehicles will be traded and have all met and or exceeded the criteria needed with age, miles, and maintenance costs.

Trades for these purchases are as follows:

Unit 101205 - 2013 Ford Explorer with 93,700 miles and \$27,491.26 of maintenance charges
Unit 101206 – 2013 Ford Explorer with 81,200 miles and \$26,105.66 of maintenance charges
Unit 101219 – 2013 Ford Taurus with 89,200 miles and \$25,801.77 of maintenance charges
Unit 101222 – 2013 Ford Taurus with 89,200 miles and \$33,418.20 of maintenance charges
Unit 101226 – 2013 Ford Taurus with 93,200 miles and \$26,414.19 of maintenance charges
Unit 101240 – 2013 Ford Taurus with 90,200 miles and \$29,805.71 of maintenance charges

New police vehicles are scheduled to arrive in eight (8) months from the order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(3) Mid-Size Police Utility Hyb. Vehicles	Greiner Ford Casper, WY	\$122,259.00	\$11,055.00	\$111,204.00
(2) Mid-Size Police Utility Vehicles	Greiner Ford Casper, WY	\$83,046.00	\$9,170.00	\$73,876.00
(1) Mid-Size Police Utility Vehicle	Greiner Ford Casper, WY	\$34,191.00	\$5,285.00	\$28,906.00

The recommended purchase of all Police vehicles meets the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY22 adopted budget and is funded by One Cent funds.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Taylor Gilbert, Police Fleet Coordinator, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
December 1st, 2021

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., December 29th , 2021** for the following:

TWO (2) new Mid-Size Police Interceptor Utility Vehicles, to be used in the Casper Police Department;

General
Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of two (2) new **Mid-Size Police Interceptor Utility Vehicles**, to be used in the Casper Police Department. These units shall be new with less than five hundred (500) miles and be less than six months old. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

- Three (3) Keys Keyed Alike 1284X (59B) _____
- Mileage: 500 Miles or Less (New) _____
- 3.0L EcoBoost with 10-Speed Automatic Transmission
(99C or Equal) _____
- Noise-Suppression Bonds (60R or Equal) _____
- Underbody Deflector Plate (76D or Equal) _____
- Atlas Blue Clear Coat Metallic or Equal _____
- Certified Police Service Package (500A or Equal) _____
- Front Console Mounting Plate Delete (85D or Equal) _____
- Hidden Door-Lock Plungers with Rear-Door
Controls Inoperable (52P or Equal) _____
- Heated Sideview Mirrors (549 or Equal) _____
- Dark Car Feature (43D or Equal) _____
- Dome Light – Red/White (17T or Equal) _____

- Front Headlamp Lighting Solution (66A or Equal) _____
- Tail lamp Housing (86T or Equal) _____
- Tail Lamp Lighting Solution (66B or Equal) _____
- Rear Lighting Solution (66C or Equal) _____
- Police Wire Harness Connector Kit – Front
And Rear (67V or Equal) _____
- Spot Lamp LED Bulb, Unity (51R or Equal) _____
- 100-Watt Siren/Speaker (18X or Equal) _____
- Back up Camera in rear view mirror (87R or Equal) _____
- Reverse Sensing System (76R or Equal) _____
- Police Perimeter Alert (68B or Equal) _____
- Rear Camera on Demand (19V or Equal) _____
- Rear Auxiliary Climate Control (Code 17A) _____
- 5 Year 100,000 Mile Power Train Warranty
(Cost of Extended Warranty to Match) _____
- Selling Dealer Must be Able to Pick Up
and Warranty Repairs within 48hrs
NO EXCEPTIONS _____
- Fuel Tank to be Full at Delivery with
Unleaded at Minimum 85% Octane _____
- Copy of Order Confirmation to be provided
upon Completion of Order
Original titles to be delivered to 1800 E. “K”
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601. _____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601.
Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
TWO (2) NEW MID-SIZE POLICE 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 December 1, 2021.

BID ITEM: _____

Description: _____

Make and Model: _____

Federal Certified GVW: _____

I. Price bid for one each (1ea.) new Mid-Size Police Utility Vehicle, as specified \$ _____

X 2

Total \$ _____

II. Trade in allowance for Unit #101226, 2013 Ford Taurus Police Pkg VIN#1FAHP2M85DG162591, 92,000 Miles \$ _____

Trade in allowance for Unit #101240, 2013 Ford Taurus Police Pkg VIN# 1FM5K8AR7DGB35139, 89,000 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
TWO (2) NEW MID-SIZE POLICE UTILITY VEHICLE
(Approved by the City Attorney, 2014)
Dated the 1st day of December, 2021

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.

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410

December 1st, 2021

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., December 29th, 2021** for the following:

THREE (3) new Mid-Size Police Interceptor Utility Hybrid Vehicles, to be used in the Casper Police Department;

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of three (3) new **Mid-Size Police Interceptor Utility Hybrid Vehicles**, to be used in the Casper Police Department. These units shall be new with less than five hundred (500) miles and be less than six months old. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

- Three (3) Keys Keyed Alike 1284X (59B) _____
- Mileage: 500 Miles or Less (New) _____
- 3.3L V6 Direct-Injection Hybrid Engine
System with 10-Speed Automatic Transmission
(99W or Equal) _____
- Noise-Suppression Bonds (60R or Equal) _____
- Underbody Deflector Plate (76D or Equal) _____
- Atlas Blue Clear Coat Metallic or Equal _____
- Certified Police Service Package (500A or Equal) _____
- Front Console Mounting Plate Delete (85D or Equal) _____
- Hidden Door-Lock Plungers with Rear-Door
Controls Inoperable (52P or Equal) _____
- Heated Sideview Mirrors (549 or Equal) _____
- Dark Car Feature (43D or Equal) _____

Dome Light – Red/White (17T or Equal) _____

Front Headlamp Lighting Solution (66A or Equal) _____

Tail lamp Housing (86T or Equal) _____

Tail Lamp Lighting Solution (66B or Equal) _____

Rear Lighting Solution (66C or Equal) _____

Police Wire Harness Connector Kit – Front
And Rear (67V or Equal) _____

Spot Lamp LED Bulb, Unity (51R or Equal) _____

100-Watt Siren/Speaker (18X or Equal) _____

Back up Camera in rear view mirror (87R or Equal) _____

Reverse Sensing System (76R or Equal) _____

Police Perimeter Alert (68B or Equal) _____

Rear Camera on Demand (19V or Equal) _____

Rear Auxiliary Climate Control (Code 17A) _____

5 Year 100,000 Mile Power Train Warranty
(Cost of Extended Warranty to Match) _____

Selling Dealer Must be Able to Pick Up
and Warranty Repairs within 48hrs
NO EXCEPTIONS _____

Fuel Tank to be Full at Delivery with
Unleaded at Minimum 85% Octane _____

Copy of Order Confirmation to be provided
upon Completion of Order
Original titles to be delivered to 1800 E. “K”
Street, Casper, WY 82601, within 30 days
of Vehicle Delivery
Title to be made out as: City of Casper,
200 N. David, Casper, WY 82601. _____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
THREE (3) NEW MID-SIZE POLICE INTERCEPTOR UTILITY HYBRID VEHICLES,
FOR THE
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated December 1, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for one each (1ea.) new Mid-Size Police Utility Vehicle, as specified \$ _____
X 3
Total \$ _____

II. Trade-in allowance for Unit #101205, 2013 Ford Explorer Police Pkg \$ _____
VIN# 1FAHP2M87DG130533, 92,000 Miles

Trade in allowance for unit #101219, 2013 Ford Explorer Police Pkg \$ _____
VIN#1FAHP2M87DG162592, 87,000 Miles

Trade in allowance for Unit #101222, 2013 Ford Taurus Police Pkg \$ _____
VIN#1FAHP2M8XDG162585, 88,000 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
THREE (3) NEW MID-SIZE POLICE INTERCEPTOR UTILITY
HYBRID VEHICLES**

**(Approved by the City Attorney, 2014)
Dated the 1st day of December, 2021**

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.

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
235-8410
December 1st, 2021

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., December 29th, 2021** for the following:

ONE (1) 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 ONE (1) new **Mid-Size Utility Vehicle**, to be used in the Casper Police Department. This unit shall be new with less than five hundred (500) miles and be less than six months old. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

- American Manufacturer _____
- Ford Edge SE or Equivalent _____
- Mileage: 500 Miles or Less (New) _____
- Four (4) Doors w/ Rear Opening hatch and gate. _____
- 8 speed Automatic Transmission _____
- Twin-Scroll 2.0L EcoBoost Engine _____
- All 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	_____
Iconic Silver Color	_____
5 Year 100,000 Mile Power Train Warranty (Cost of Extended Warranty to Match)	_____
Selling Dealer Must be Able to Pick Up and Warranty Repairs within 48hrs NO EXCEPTIONS	_____
Fuel Tank to be full at Delivery with Unleaded at minimum 85% Octane	_____
Copy of Order Confirmation to be provided upon Completion of Order Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.	_____

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW MID-SIZE UTILITY VEHICLE,
FOR THE
CASPER POLICE DEPARTMENT**

Proposal of (Company Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated December 1, 2021.

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for ONE (1) new Mid-Size Utility Vehicle, as specified \$ _____

- II. Trade in allowance for Unit #101206, 2013 Ford Taurus \$ _____
VIN# 1FAHP2085DG141501, 80,000 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
ONE (1) NEW MID-SIZE UTILITY VEHICLE
(Approved by the City Attorney, 2014)
Dated the 1st day of December, 2021**

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.

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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.

February 9, 2022

MEMO TO: His Honor the Mayor and Members of the Casper City Council
FROM: J. Carter Napier, City Manager *JCN*
SUBJECT: Appointment and Reappointment of Board Members to the Central Wyoming Regional Water System Joint Powers Board

Meeting Type & Date
Council Meeting
February 15, 2022

Action Type
Minute Action

Recommendation:
That Council, by minute action, authorize the appointment of Councilmember Jai-Ayla Sutherland and the reappointment of Councilmember Bruce Knell to the Central Wyoming Regional Water System Joint Powers Board.

Summary:
Councilmember Sutherland is a new appointment to the Regional Water Board and Councilman Knell is a reappointment. Councilmember Knell's term expired on December 31, 2021.

It is recommended that Council approve the following appointments for Councilmember Jai-Ayla Sutherland and Councilmember Knell each for a term of three (3) years to expire December 31, 2024.

Financial Considerations
There are no financial considerations with this action.

Oversight/Project Responsibility
Mayor Ray Pacheco

Attachments
No attachments

RESOLUTION NO. 22-25

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRIHYDRO CORPORATION TO COMPLETE A PHASE II ENVIRONMENTAL SITE ASSESSMENT.

WHEREAS, on September 23, 2021, Trihydro Corporation completed a Phase I Environmental Site Assessment (ESA) and the results of the assessment identified several recognized environmental conditions (RECs) and concerns. The City of Casper desires to procure the services of Trihydro Corporation to conduct a follow-up Phase II Environmental Site Assessment (ESA); and

WHEREAS, The City has requested that two RECs be investigated: potential asbestos containing materials (ACM) inside the office building and the presence of two underground storage tanks (USTs). The Phase II ESA includes conducting a limited asbestos building inspection in the office building to identify asbestos containing building materials and verifying the number and condition of the USTs identified in the Phase I ESA. The proposed scope of work is outlined below, a total amount not to exceed Forty-One Thousand One Hundred and Sixty-Five Dollars and 00/100 Cents (\$41,165.00):

SCOPE OF WORK:

Task 1 – Trihydro will perform sample collection in accordance with United States Environmental Protection Agency National Emissions Standards for Hazardous Air Pollutants (NESHAP, 40 CFR Part 61 Subpart M) and Wyoming Department of Environmental Quality (WDEQ) Air Quality Division Standards and Regulations, General Emission Standards, Chapter 3, Section 8. Up to 520 bulk samples will be collected from the interior of the building. No samples will be collected from the roof or exterior building materials. Destructive sampling methods (i.e., samples collected by cutting into surfaces) will be used to collect samples of suspect ACM. Materials to be sampled include, but are not limited to, ceiling panels, drywall, insulation, flooring, and mastics. Photo documentation of sample locations and materials will be taken during the inspection. Trihydro will not repair materials (i.e., drywall) damaged during sample collection.

Samples will be analyzed by a qualified laboratory using polarized light microscopy (PLM; EPA Method 600/R-93/116), a bulk sample analysis method. Lab fees and sample shipping to the laboratory for PLM analysis are included in this task. The laboratory will be instructed to point count asbestos detections less than 3% asbestos.

Task 2 – Following completion of the asbestos building inspection and receipt of analytical data, Trihydro will prepare a report summarizing the findings of the building inspection within 35 days of receipt of the analytical data. The inspection report will include a narrative summarizing the findings, photo documentation of sample locations, sample location figures, and the laboratory analytical reports.

Task 3 – An investigation will be conducted to determine the number of USTs located on the property. This may include a review of WDEQ UST records, review UST inspection reports the owner may have, and conduct a field reconnaissance to visually verify the presence of tanks.

Trihydro will complete these tasks as efficiently as possible and charge on a time and materials basis. The inspection and report will be completed by Certified Asbestos Building Inspectors. Our estimated costs and assumptions are provided in the attached table. The estimated not to exceed costs for the above tasks are as follows:

Task 1 – \$34,905.00

Task 2 – \$5,270.00

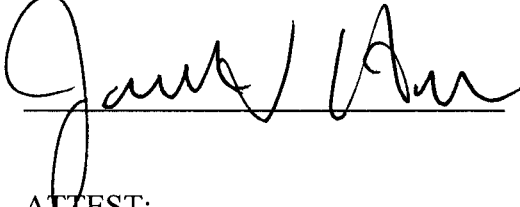
Task 3 – \$990.00

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk attest, an Agreement with Trihydro Corporation, to complete the scope of work as reference herein, not to exceed Forty-One Thousand One Hundred and Sixty-Five Dollars and 00/100 Cents (\$41,165.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and throughout the project not to exceed a total price of Forty-One Thousand One Hundred and Sixty-Five Dollars and 00/100 Cents (\$41,165.00).

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