

COUNCIL MEETING AGENDA

Casper City Council
City Hall, Council Chambers
Tuesday, March 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 MARCH 1, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON MARCH 9, 2022
4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. PUBLIC HEARING

A. Minute Action

1. New **Microbrewery Liquor License No. 9** for Stahoo's Brewery and Taproom, LLC d/b/a **Stahoo's Brewery and Taproom**, Located at 1015 East 'C' Street.

7. RESOLUTIONS

A. Consent

1. Authorizing an Agreement with **Riley Industrial Services Inc.**, in the Amount of \$59,143, for the **Wastewater Treatment Plant Aeration Basin Pipe Recoating**, Project No. 21-016.
2. Authorizing a Purchase Order for Professional Services with **Andritz Separation Inc.** for the Service and Repair of a **Dewatering Centrifuge** in the Amount of \$114,259.11.
3. Authorizing an Agreement with **Wayne Coleman Construction, Inc.**, in the Amount of \$345,307, for the **2022 CPU Asphalt Repair**, Project No. 22-004.
4. Authorizing an Agreement with **Treto Construction, LLC**, in the Amount of \$247,950, for the Senior Center Parking Lot Improvements, Project No. 21-070.
5. Authorizing the **Purchase of Mobile Telephone Positions** from **ConvergeOne, Inc.**, in the Amount of \$44,442.24, to Ensure Continuity of Service for the Public Safety Communications Center.
6. Authorizing Submission of a Grant Application to the **United States Department of Transportation** for a 2022 Rebuilding American Infrastructure with Sustainability and Equity (**RAISE**) **Grant**.
7. Authorizing a **Passenger Bus Agreement** between **5150 Tourism Development, Inc.** and the City of Casper.
8. Authorizing a Contract for Professional Services with **Civil Engineering Professionals, Inc.**, for the **Garden Creek Loop Trail Connectivity Plan**, in an Amount Not to Exceed \$60,000.

8. MINUTE ACTION

- A. Sole Source Purchase of **Thirty (30) Scott Regulators and Five (5) Scott SCBAs** from **Sea Western Firefighting Equipment**, in the Total Amount of \$92,981.80.

B. Consent

1. Authorizing the Purchase of One (1) **New 24-Passenger Bus** for Use by the Casper Area Convention & Visitors Bureau (Visit Casper) from **Creative Bus Sales**, in the Amount of \$187,959.
2. Authorizing the Appointment of One New Member, **Jeff Goetz**, to fill a Partial Term on the **Amoco Reuse Agreement Joint Powers Board** (ARAJPB).

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

10. ADJOURN INTO EXECUTIVE SESSION – LITIGATION AND PERSONNEL

11. ADJOURNMENT

Upcoming Council meetings

Council meetings

6:00 p.m. Tuesday, April 5, 2022– Council Chambers

6:00 p.m. Tuesday, April 19, 2022– Council Chambers

Work sessions

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

4:30 p.m. Tuesday, April 12, 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

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

1. ROLL CALL

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

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the Pledge of Allegiance.

3. MINUTES

Moved by Councilmember Pollock, seconded by Vice Mayor Freel, to, by minute action, approve the minutes of the February 15, 2022, regular Council meeting, as published in the Casper-Star Tribune on February 26, 2022. Motion passed.

4. EXECUTIVE SESSION MINUTES

Moved by Councilmember Gamroth, seconded by Councilmember Sutherland, to, by minute action, approve the minutes of the February 15, 2022, executive session. Motion passed.

5. BILLS & CLAIMS

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

Bills & Claims 03/01/22

71Const	Goods	1,631.14
AMartinez	Reimb	56.12
AbleEqpmnt	Services	121.24
AceHrdwr	Goods	137.01
AdvncdPump&Equip	Goods	2,532.71
AirInnvtns	Services	270.00
Airgas	Goods	301.48
AlSCO	Services	1,861.53
AMBI	Services	36.89
AmrcnTitle	Goods	125.00
Amrgs	Goods	3,022.92
AmndsnAssoc	Services	21,390.75
ArrwheadHeat	Services	363.67
AT&T	Services	1,927.51
Atlas	Goods	2,584.64
BAllen	Reimb	150.00
B&BSales	Services	765.48
BrgnEllngsn	Goods	2,693.92

BlkHillsEnrgy	Utilities	65,372.39
BlkmnPrpn	Goods	1,565.22
BushWellsSprtnng	Goods	198.50
CptlBusnsSystem	Services	60.00
CsprElectrc	Services	42,750.00
CsprStrTrb	Services	1,751.58
CsprTire	Services	164.00
CsprWndw&Door	Services	28,642.51
CWRWS	Goods	337,269.16
CWSS	Services	24.00
CntrlWyoHomeBldrs	Services	395.00
CntryLnk	Utilities	1,443.26
ChpmnVldz&Lnsng	Services	2,000.00
CtyCspr	Services	73,969.44
CivilEngnrng	Services	35,173.72
CMITeco	Services	1,027.76
ClctnCntr	Services	259.09
CommTech	Services	11,793.89
Cmtrnx	Goods	196.11
Cnvrngn	Goods	77.07
Core&Main	Goods	8,642.60
CPU	Goods	9,015.00
CrimeScnInfo	Services	122.00
DHuffman	Reimb	150.00
DNelson	Reimb	100.00
DckrAuto	Services	1,898.29
Dell	Goods	1,254.69
DsrtMtn	Goods	55,405.93
DooleyOil	Goods	78,519.80
DPCIndstrs	Goods	9,654.88
EdgEngnrng	Services	245.25
EmaintEntrprs	Services	3,399.00
EnrgyLabs	Services	2,743.00
FlcnEnvrnmntl	Services	1,979.20
5TrailsRtry	Dues	350.00
Forterra	Refund	3,686.25
GCBldgSply	Services	2,475.83
GeosyntcCnsltnts	Services	6,955.92
GloblEquip	Services	297.32
GldrAssoc	Services	1,057.50
Grngr	Goods	185.90
GreensSewr&Drain	Goods	122.00
HDREngnrng	Services	6,089.90
Homax	Goods	433.50
KCline	Reimb	200.00

Kinsco	Goods	6,185.32
LongBldgTech	Services	6,006.79
MLAuto	Services	117.00
MoblCnrtc	Goods	1,984.56
MtnStLitho	Services	414.50
NKaiser	Reimb	150.00
Napa	Goods	112,205.41
NCOffices	Election	17,106.82
NCHallofJstc	Rent/Utilities	149,244.90
NCDetnCtrJointPwrs	Services	1,279.20
NCSO	Services	193,790.24
Nlson/NygrdConsult	Services	34,014.02
Norco	Goods	5,126.81
NrthropBoilrWrks	Goods	2,138.00
NWstContr	Goods	1,790.76
OvrHeadDr	Services	34.44
PaceAnlytclSrvcs	Services	2,358.00
Pedens	Goods	63.00
Pelicncrp	Services	1,293.57
PstlPros	Services	6,626.15
PrfsnlClng	Services	1,395.00
RckyMtnPwr	Utilities	134,946.57
RootrSwr	Services	728.27
SGray	Refund	205.84
SftyKleenSystms	Goods	716.65
SaltCrkWldng	Goods	300.00
Shrts&More	Goods	1,200.00
SpareLabs	Services	750.00
StOfWyo	Services	20,817.71
StOfWyoNtry	Goods	60.00
StatelineNo7	Services	43,700.00
SummitElctrc	Services	1,406.22
TenEPckgng	Goods	1,140.00
Thtchr	Goods	10,075.26
TopOffc	Goods	102.75
TretoCnstretn	Services	49,409.00
TriStOilReclm	Services	393.00
TriStTrk&Eqpmnt	Services	1,375.00
TWEntrprs	Services	1,743.97
VTunnell	Reimb	127.99
VrznWrsls	Services	1,525.46
VRC	Services	329.70
WWaldrip	Services	911.24
Wamco	Services	300.00
WLCEngrng	Services	4,495.01

WWCEngnrng	Services	1,528.00
WyDOT	Services	330.52
WYComp	Services	1,398.40
WyoAsscOfFireMrshls	Dues	140.00
WyoSteel&Rcycling	Goods	1,275.00
ZonrSystms	Services	61.63
Total		1,663,906.15

6. BRIGHT SPOT

Mayor Pacheco explained that thanks to the Blue Envelope Health Funds’ donation all the fire apparatuses are equipped with AEDs. They also provided 13 AEDs for various City facilities with the total donation amount of over \$32,000. Ryea O’Neill, Board Member, encouraged community members to use the services of the Blue Envelope program and to give support when they can or reach out when in need.

7. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing the Council were: Jake Milne, 943 Horseshoe, to discuss the wind turbine blades in the Landfill and possible options to make the process better by reducing the amount in the landfill and increasing the reuse of them; Eric Aune 1028 S. Beech, regarding Hogadon’s early closure in 2020 and the effect on the season pass holders and what could be done to make it right; “Mileage” Mike Harris 742 N. Jefferson St., requesting that Mayor welcome participants at the motorcycle awareness parade, and applauding the changes to the events paperwork, but complaining about the insurance requirements.

8. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Gamroth, to, by minute action: establish March 15, 2022, as the public hearing date for the consideration of new Microbrewery Liquor License No. 9 for Stahoo's Brewery and Taproom, LLC d/b/a Stahoo's Brewery and Taproom, located at 1015 East 'C' Street; and, establish April 5, 2022, as the public hearing date for the Council to sit as a Board of Equalization, for the purpose of considering an assessment roll for Local Assessment District No. 158- Coates Road Asphalt Surfacing Improvements. Councilmember Pollock abstained from the microbrewery item. Motion passed.

9. ORDINANCE– THIRD READING

Following ordinance read:

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.

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 15th day of February, 2022.

PASSED, APPROVED, AND ADOPTED on third and final reading the 1st day of March, 2022.

Councilmember Pollock presented the foregoing ordinance for approval, on third reading. Seconded by Vice Mayor Freel.

There being no one to speak regarding the ordinance, and no discussion or amendments, motion passed.

10. CONSENT RESOLUTION

The following resolution was considered, by consent agenda:

RESOLUTION NO. 22-26

A RESOLUTION AUTHORIZING THE PROCUREMENT OF GOODS AGREEMENT BETWEEN PCN STRATEGIES, INC., AND THE CITY OF CASPER.

Councilmember Engebretsen presented the foregoing one (1) resolution for adoption. Seconded by Councilmember Sutherland. Motion passed.

11. MINUTE ACTION— CONSENT

Moved by Councilmember Gamroth, seconded by Councilmember Engebretsen, to, by consent

minute action, authorize the purchase of five (5) diesel fuel shipments of 8,000 gallons each, approximately \$25,000 per shipment, from Homax, for a total cost of \$125,000; reappointing Ronald Shosh, Jr., AIA, as the architect to the Old Yellowstone District Architectural Design Review Committee; appointing Mike McIntosh, Joe Hutchison, and Maribeth Plocek as Planning and Zoning Commission Representatives, for one-year terms expiring December 31, 2022, on the Old Yellowstone District Advisory Committee; and, appointing Tyler Cessor, Jamie Haigler, and Julie Condelario to two-year terms expiring December 31, 2023, on the Old Yellowstone District Advisory Committee. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

Councilmember Gamroth thanked Fire for their report, and everyone who went to WAM. Councilmember Pollock seconded his thanks as did Councilmember Sutherland. Councilmember Cathey also thanked Fire Ems. Vice Mayor Freel stated the State was moving into their building from the Ash Street building. He then congratulated Councilmember Pollock on her appointment as chair of the OYD Committee. Vice Mayor Freel also spoke on the needs of Police and Fire to have equipment that is needed as it is already hard enough to hire in these fields. Mayor Pacheco announced that longtime Clerk's Office employee Christa Wiggs had received a promotion to a different department within the City and would no longer be handling the Council meetings. He thanked her for her work preparing for the meetings, scripts, and numerous contributions to the City and Council for the past nine years, and he wished her well. Council applauded her work and efforts.

13. ADJOURNMENT

Mayor Pacheco noted the next meetings of the City Council will be a work session to be held at 4:30 p.m., Tuesday, March 8, 2022, in the Council Chambers; and, a regular Council meeting to be held at 6:00 p.m., Tuesday, March 15, 2022, in the Council Chambers. Moved by Councilmember Cathey, seconded by Councilmember Pollock, to, by minute action adjourn. Motion passed. The meeting was adjourned at 6:38 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

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

6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Dog, cat & puppy food	\$582.10
6H GROUP LLC	Metro Animal Shelter	Dog & cat food	\$443.10
<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			<i>\$1,025.20</i>
6H GROUP LLC	Police Canine Operations	Dog food	\$187.40
<i>6H GROUP LLC - Total For Police Canine Operations</i>			<i>\$187.40</i>
6H GROUP LLC - ALL DEPARTMENTS			\$1,212.60

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Water Distribution	EZ Street-Bulk	\$950.60
<i>71 CONSTRUCTION, INC - Total For Water Distribution</i>			<i>\$950.60</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$950.60

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage / mailing service	\$29.66
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$29.66</i>
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$694.14
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$694.14</i>
A.M.B.I. & SHIPPING,	Engineering	Postage / mailing service	\$20.94
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$20.94</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Postage / mailing service	\$4.48
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$4.48</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$35.69
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$35.69</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$143.40
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$143.40</i>
A.M.B.I. & SHIPPING,	Police Records	Postage / mailing service	\$337.93
<i>A.M.B.I. & SHIPPING, - Total For Police Records</i>			<i>\$337.93</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage / mailing service	\$0.64
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$0.64</i>
A.M.B.I. & SHIPPING,	Weed & Pest Fund	Postage / mailing service	\$2.06

A.M.B.I. & SHIPPING, - Total For Weed & Pest Fund \$2.06

A.M.B.I. & SHIPPING, - ALL DEPARTMENTS \$1,268.94

A1 NATIONAL FIRE CO

A1 NATIONAL FIRE CO Aquatics - Pool Fire Extinguisher Maintenance \$297.25

A1 NATIONAL FIRE CO - Total For Aquatics - Pool \$297.25

A1 NATIONAL FIRE CO Fire-EMS Administration Summit Fire & Security Semi-Annual Service \$487.50

A1 NATIONAL FIRE CO - Total For Fire-EMS Administration \$487.50

A1 NATIONAL FIRE CO - ALL DEPARTMENTS \$784.75

AAA LANDSCAPING

AAA LANDSCAPING Code Enforcement Property clean-up \$3,085.00

AAA LANDSCAPING - Total For Code Enforcement \$3,085.00

AAA LANDSCAPING - ALL DEPARTMENTS \$3,085.00

ACADEMY ONLINE COURS

ACADEMY ONLINE COURS Fire-EMS Administration FireRescue1 Academy subscription \$89.00

ACADEMY ONLINE COURS - Total For Fire-EMS Administration \$89.00

ACADEMY ONLINE COURS - ALL DEPARTMENTS \$89.00

ACCENT PACKAGING INC

ACCENT PACKAGING INC Balefill - Baler Processing Baler Bags \$38,224.00

ACCENT PACKAGING INC - Total For Balefill - Baler Processing \$38,224.00

ACCENT PACKAGING INC - ALL DEPARTMENTS \$38,224.00

ACTIVE911 INC

ACTIVE911 INC Fire-EMS Administration Active911 Subscription \$1,200.00

ACTIVE911 INC - Total For Fire-EMS Administration \$1,200.00

ACTIVE911 INC - ALL DEPARTMENTS \$1,200.00

ADECCO USA, INC.

ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$591.60
ADECCO USA, INC.	Balefill - Disposal & Landfill	Contract labor	\$635.10
<i>ADECCO USA, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,226.70</i>
ADECCO USA, INC. - ALL DEPARTMENTS			\$1,226.70

ADOBE ACROPRO SUBS

ADOBE ACROPRO SUBS	City Manager	Adobe Acrobat Subscription	\$14.99
<i>ADOBE ACROPRO SUBS - Total For City Manager</i>			<i>\$14.99</i>
ADOBE ACROPRO SUBS - ALL DEPARTMENTS			\$14.99

AED SUPERSTORE

AED SUPERSTORE	Aquatics - Operations	Tax Refund	(\$8.70)
<i>AED SUPERSTORE - Total For Aquatics - Operations</i>			<i>(\$8.70)</i>
AED SUPERSTORE - ALL DEPARTMENTS			(\$8.70)

AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Pump motor replacement	\$1,669.00
<i>AIR INNOVATIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$1,669.00</i>
AIR INNOVATIONS - ALL DEPARTMENTS			\$1,669.00

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Oxygen bottle	\$44.50
AIRGAS USA LLC	Balefill - Baler Processing	Welding supplies	\$569.73
AIRGAS USA LLC	Balefill - Baler Processing	Torch tips	\$93.15
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$707.38</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	Welding helmet	\$386.29
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$386.29</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Safety supplies - glasses	\$40.56
AIRGAS USA LLC	Balefill - Diversion & Special	Safety supplies	\$323.26
AIRGAS USA LLC	Balefill - Diversion & Special	Welding supplies	\$49.83
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			<i>\$413.65</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$1,507.32

ALBERTSONS #0060

ALBERTSONS #0060	Balefill - Disposal & Landfill	LDF OTHER SUPPLIES	\$32.98
<i>ALBERTSONS #0060 - Total For Balefill - Disposal & Landfill</i>			\$32.98
ALBERTSONS #0060	Police Career Services	GROCERY STORES, SUPERMARKETS	\$104.99
<i>ALBERTSONS #0060 - Total For Police Career Services</i>			\$104.99
ALBERTSONS #0060 - ALL DEPARTMENTS			\$137.97

ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Training	Lunch for academy training	\$41.49
<i>ALBERTSONS #0062 - Total For Fire-EMS Training</i>			\$41.49
ALBERTSONS #0062 - ALL DEPARTMENTS			\$41.49

ALLIANCE ELECTRIC LL

ALLIANCE ELECTRIC LL	Balefill - Disposal & Landfill	Electrical troubleshooting - tripping breaker	\$80.00
<i>ALLIANCE ELECTRIC LL - Total For Balefill - Disposal & Landfill</i>			\$80.00
ALLIANCE ELECTRIC LL - ALL DEPARTMENTS			\$80.00

ALPHA FACILITIES SOL

ALPHA FACILITIES SOL	Capital Projects Fund	Facility Condition Assessment	\$4,090.16
ALPHA FACILITIES SOL	Capital Projects Fund	Facility Condition Assessment	\$18,790.13
<i>ALPHA FACILITIES SOL - Total For Capital Projects Fund</i>			\$22,880.29
ALPHA FACILITIES SOL - ALL DEPARTMENTS			\$22,880.29

ALSCO

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
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$62.38
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			\$236.72
ALSCO	Fleet Maintenance Fund	Laundry service	\$172.54
ALSCO	Fleet Maintenance Fund	Laundry service	\$130.79
<i>ALSCO - Total For Fleet Maintenance Fund</i>			\$303.33

ALSCO	Refuse - Residential	Professional Laundry Services	\$111.06
ALSCO	Refuse - Residential	Professional Laundry Services	\$111.06
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$222.12</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$80.50
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$80.50</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$60.36
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$120.72</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.90
ALSCO	Streets	Professional Laundry Services	\$133.40
<i>ALSCO - Total For Streets</i>			<i>\$400.70</i>
ALSCO - ALL DEPARTMENTS			\$1,364.09

ALTITUDE VETERINARY

ALTITUDE VETERINARY	Metro Animal Shelter	Veterinary service	\$124.00
<i>ALTITUDE VETERINARY - Total For Metro Animal Shelter</i>			<i>\$124.00</i>
ALTITUDE VETERINARY - ALL DEPARTMENTS			\$124.00

Amazon Prime

Amazon Prime	Police Administration	CONTINUITY/SUBSCRIPTION MERCHANTS	\$119.00
<i>Amazon Prime - Total For Police Administration</i>			<i>\$119.00</i>
Amazon Prime - ALL DEPARTMENTS			\$119.00

AMAZON.COM 1I3CT09K1

AMAZON.COM 1I3CT09K1	Aquatics - Operations	Lock for Computer in Conference Room	\$5.98
<i>AMAZON.COM 1I3CT09K1 - Total For Aquatics - Operations</i>			<i>\$5.98</i>
AMAZON.COM 1I3CT09K1 - ALL DEPARTMENTS			\$5.98

AMAZON.COM EM1Q44L33

AMAZON.COM EM1Q44L33	Police Investigations	BOOK STORES	\$135.92
<i>AMAZON.COM EM1Q44L33 - Total For Police Investigations</i>			<i>\$135.92</i>

AMAZON.COM EM1Q44L33 - ALL DEPARTMENTS

\$135.92

AMAZON.COM W72JJ0R53

AMAZON.COM W72JJ0R53	Police Administration	BOOK STORES	\$36.68
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<i>AMAZON.COM W72JJ0R53 - Total For Police Administration</i>			\$36.68
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AMAZON.COM W72JJ0R53 - ALL DEPARTMENTS

\$36.68

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	Lesson Facility Fee 2022	\$975.00
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AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$41.00
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AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certifications	\$82.00
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AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$41.00
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AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certification	\$41.00
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<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			\$1,180.00
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AMERICAN RED CROSS - ALL DEPARTMENTS

\$1,180.00

AMERIGAS - CASPER

AMERIGAS - CASPER	Buildings & Structures Fund	Propane for Metro Animal Shelter Heat	\$17.88
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<i>AMERIGAS - CASPER - Total For Buildings & Structures Fund</i>			\$17.88
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AMERIGAS - CASPER	Risk Management	Propane for Metro Animal Shelter Heating	\$17.55
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<i>AMERIGAS - CASPER - Total For Risk Management</i>			\$17.55
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AMERIGAS - CASPER - ALL DEPARTMENTS

\$35.43

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	Equipment repair	\$2,952.44
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<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			\$2,952.44
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AMERI-TECH EQUIPMENT - ALL DEPARTMENTS

\$2,952.44

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	2 Replacement Pool Vacuums	\$998.00
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AMZN Mktp US	Aquatics - Operations	Pool Testing Reagents	\$246.85
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AMZN Mktp US	Aquatics - Operations	Pool Test Reagent	\$172.40
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AMZN Mktp US	Aquatics - Operations	New Pool Skimmer Lids	\$65.36
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$1,482.61</i>
AMZN Mktp US	Aquatics - Pool	Cable Ramp	\$54.99
<i>AMZN Mktp US - Total For Aquatics - Pool</i>			<i>\$54.99</i>
AMZN Mktp US	Balefill - Disposal & Landfill	2 STANDING DESK CONVERTERS FOR MONIT	\$257.38
<i>AMZN Mktp US - Total For Balefill - Disposal & Landfill</i>			<i>\$257.38</i>
AMZN Mktp US	Balefill - Diversion & Special	COMPUTER SCREEN FILTERS TO REDUCE UV	\$259.96
<i>AMZN Mktp US - Total For Balefill - Diversion & Special</i>			<i>\$259.96</i>
AMZN Mktp US	Fire-EMS Operations	Air wedge bag pump for lock out kit on E6	\$17.27
AMZN Mktp US	Fire-EMS Operations	Micro fiber cleaning towels for engine	\$45.16
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			<i>\$62.43</i>
AMZN Mktp US	Parks - Parks Maint.	flag pole truck at Veterans Park	\$43.95
<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			<i>\$43.95</i>
AMZN Mktp US	Police Administration	BOOK STORES	\$61.00
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$61.00</i>
AMZN Mktp US	Police Career Services	BOOK STORES	\$59.90
AMZN Mktp US	Police Career Services	BOOK STORES	\$437.00
AMZN Mktp US	Police Career Services	BOOK STORES	\$477.86
<i>AMZN Mktp US - Total For Police Career Services</i>			<i>\$974.76</i>
AMZN Mktp US	Rec Center - Admin	HDMI Wall Plate for Phil's Office	\$18.97
AMZN Mktp US	Rec Center - Admin	Supplies for Phil's TV's	\$127.36
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$146.33</i>
AMZN Mktp US	Rec Center - Classes	Microphone covers for Fitness class headsets	\$5.49
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$5.49</i>
AMZN Mktp US	Rec Center - Operations	Safety/Medical Supplies CRC	\$35.10
AMZN Mktp US	Rec Center - Operations	Safety/Medical supplies for CRC and Locatio	\$35.08
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$70.18</i>
AMZN Mktp US	Risk Management	Wireless Presenter	\$16.79
<i>AMZN Mktp US - Total For Risk Management</i>			<i>\$16.79</i>
AMZN Mktp US	Weed & Pest Fund	Toner Cartridge's	\$235.78
<i>AMZN Mktp US - Total For Weed & Pest Fund</i>			<i>\$235.78</i>
AMZN Mktp US - ALL DEPARTMENTS			\$3,671.65

APCO INTERNATIONAL I

APCO INTERNATIONAL I	Public Safety Communication	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$893.00
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APCO INTERNATIONAL I - Total For Public Safety Communications \$893.00

APCO INTERNATIONAL I - ALL DEPARTMENTS \$893.00

ARCO#82941WEST COASQ

ARCO#82941WEST COASQ Police Career Services AUTOMATED FUEL DISPENSERS \$17.83

ARCO#82941WEST COASQ - Total For Police Career Services \$17.83

ARCO#82941WEST COASQ - ALL DEPARTMENTS \$17.83

ARROWHEAD HEATING &

ARROWHEAD HEATING & Balefill - Disposal & Landfill Replacement of filters \$97.67

ARROWHEAD HEATING & Balefill - Disposal & Landfill February 2022 scheduled maintenance \$180.00

ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill \$277.67

ARROWHEAD HEATING & - ALL DEPARTMENTS \$277.67

AT & T CORP

AT & T CORP Code Enforcement Acct #287298906028 \$457.64

AT & T CORP - Total For Code Enforcement \$457.64

AT & T CORP Fire-EMS Administration Acct #287292151247 \$619.44

AT & T CORP - Total For Fire-EMS Administration \$619.44

AT & T CORP Public Transit - CARES Act Acct #287306431868 \$291.16

AT & T CORP - Total For Public Transit - CARES Act \$291.16

AT & T CORP - ALL DEPARTMENTS \$1,368.24

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I Public Transit - CARES Act Installation of electrical receptacles \$619.68

ATLANTIC ELECTRIC, I - Total For Public Transit - CARES Act \$619.68

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS \$619.68

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT City Attorney Office supplies \$139.23

ATLAS OFFICE PRODUCT - Total For City Attorney \$139.23

ATLAS OFFICE PRODUCT City Manager tape, batteries \$29.26

ATLAS OFFICE PRODUCT	City Manager	Replacement arm pads for office chair	\$30.00
ATLAS OFFICE PRODUCT	City Manager	Batteries	\$13.18
ATLAS OFFICE PRODUCT	City Manager	label tape	\$2.58
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			<i>\$75.02</i>
ATLAS OFFICE PRODUCT	Customer Service	TONER CRTDGS	\$97.24
ATLAS OFFICE PRODUCT	Customer Service	TONER CRTDG	\$54.02
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$151.26</i>
ATLAS OFFICE PRODUCT	Finance	TONER CRTDGS	\$97.24
ATLAS OFFICE PRODUCT	Finance	TONER CRTDG	\$54.03
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$151.27</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Refill desk calendar's for all stations	\$264.95
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges	\$196.10
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$461.05</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	TONER CRTDGS	\$97.26
ATLAS OFFICE PRODUCT	Health Insurance Fund	TONER CRTDG	\$54.03
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$151.29</i>
ATLAS OFFICE PRODUCT	Human Resources	TONER CRTDG	\$54.03
ATLAS OFFICE PRODUCT	Human Resources	TONER CRTDGS	\$97.24
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$151.27</i>
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	Office supplies	\$68.34
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			<i>\$68.34</i>
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$11.05
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$11.05</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$87.50
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$2,488.26
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$1,851.96
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$308.29
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$237.70
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$1,914.24
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$183.54
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$184.77
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$81.41
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$7,337.67</i>
ATLAS OFFICE PRODUCT	Police Patrol	Office supplies	\$227.80
<i>ATLAS OFFICE PRODUCT - Total For Police Patrol</i>			<i>\$227.80</i>
ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$235.43

ATLAS OFFICE PRODUCT	Police Records	Office supplies	\$194.54
<i>ATLAS OFFICE PRODUCT - Total For Police Records</i>			<i>\$429.97</i>
ATLAS OFFICE PRODUCT	Public Safety Communication	Office supplies	\$266.17
<i>ATLAS OFFICE PRODUCT - Total For Public Safety Communications</i>			<i>\$266.17</i>
ATLAS OFFICE PRODUCT	Public Transit - Operations	Office supplies	\$133.67
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - Operations</i>			<i>\$133.67</i>
ATLAS OFFICE PRODUCT	Refuse - Residential	Office supplies	\$26.28
<i>ATLAS OFFICE PRODUCT - Total For Refuse - Residential</i>			<i>\$26.28</i>
ATLAS OFFICE PRODUCT	Risk Management	TONER CRTDG	\$54.03
ATLAS OFFICE PRODUCT	Risk Management	TONER CRTDGS	\$97.24
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$151.27</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$9,932.61

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Planning	Printing & laminating service	\$30.00
<i>ATLAS REPRODUCTION - Total For Planning</i>			<i>\$30.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$30.00

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	\$2,800.00
<i>B32 ENGINEERING GROU - Total For Capital Projects Fund</i>			<i>\$2,800.00</i>
B32 ENGINEERING GROU - ALL DEPARTMENTS			\$2,800.00

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Aquatics - Operations	Ant Killer and hooks	\$25.15
BAILEYS ACE HDWE	Aquatics - Operations	Parts for Life Jacket Hooks	\$99.07
<i>BAILEYS ACE HDWE - Total For Aquatics - Operations</i>			<i>\$124.22</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Solid Waste - Bailey's Ace	\$3.98

<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$3.98</i>
BAILEYS ACE HDWE	Capital Projects Fund	HVAC Repair parts for Senior Center	\$20.54
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>			<i>\$20.54</i>
BAILEYS ACE HDWE	Cemetery	HARDWARE STORES PUSH BROOM FRO CEM	\$18.89
<i>BAILEYS ACE HDWE - Total For Cemetery</i>			<i>\$18.89</i>
BAILEYS ACE HDWE	Police Administration	HARDWARE STORES	\$152.74
<i>BAILEYS ACE HDWE - Total For Police Administration</i>			<i>\$152.74</i>
BAILEYS ACE HDWE	Sewer Wastewater Collection safety supplies		\$21.99
BAILEYS ACE HDWE	Sewer Wastewater Collection supplies for van		\$18.05
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$40.04</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$360.41

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Public Transit - Operations	Paper towels	\$86.92
BARGREEN ELLINGSON	Public Transit - Operations	Bathroom tissue	\$31.91
<i>BARGREEN ELLINGSON - Total For Public Transit - Operations</i>			<i>\$118.83</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$118.83

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$20.19
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$20.19</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$20.19

BBS NARCOTICS ENFORC

BBS NARCOTICS ENFORC	Police Career Services	Drug Interdiction Training	\$165.00
<i>BBS NARCOTICS ENFORC - Total For Police Career Services</i>			<i>\$165.00</i>
BBS NARCOTICS ENFORC - ALL DEPARTMENTS			\$165.00

BEST BUY

BEST BUY	City Manager	Card reader	\$24.99
<i>BEST BUY - Total For City Manager</i>			<i>\$24.99</i>
BEST BUY	Golf - Operations	HDMI cable and adapter for digital job board	\$84.98
<i>BEST BUY - Total For Golf - Operations</i>			<i>\$84.98</i>

BEST BUY	Police Traffic Enforcement	ELECTRONIC SALES	\$49.99
<i>BEST BUY - Total For Police Traffic Enforcement</i>			\$49.99
BEST BUY - ALL DEPARTMENTS			\$159.96

BIG D #48

BIG D #48	Police Career Services	SERVICE STATIONS	\$36.55
<i>BIG D #48 - Total For Police Career Services</i>			\$36.55
BIG D #48 - ALL DEPARTMENTS			\$36.55

BIG D #52

BIG D #52	Fire-EMS Operations	Fuel	\$62.12
BIG D #52	Fire-EMS Operations	Fuel	\$11.01
BIG D #52	Fire-EMS Operations	Fuel	\$33.90
BIG D #52	Fire-EMS Operations	Fuel	\$72.87
<i>BIG D #52 - Total For Fire-EMS Operations</i>			\$179.90
BIG D #52 - ALL DEPARTMENTS			\$179.90

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$6,925.21
<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$6,925.21
BLACK HILLS ENERGY	Aquatics - Pool	Acct #9723 1947 06	\$357.00
<i>BLACK HILLS ENERGY - Total For Aquatics - Pool</i>			\$357.00
BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$1,080.17
<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$1,080.17
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$8,362.38

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane	\$459.10
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			\$459.10
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$2,483.08
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			\$2,483.08
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$2,942.18

BLANCO SCOTTSDALE

BLANCO SCOTTSDALE	Fire-EMS Training	Meal while traveling for FDSOA Conference i	\$19.89
<i>BLANCO SCOTTSDALE - Total For Fire-EMS Training</i>			<i>\$19.89</i>

BLANCO SCOTTSDALE - ALL DEPARTMENTS \$19.89

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$25.26
BLOEDORN LUMBER CO	Buildings & Structures Fund	Repair supplies for Ayers Clock	\$35.98

BLOEDORN LUMBER CO - Total For Buildings & Structures Fund \$61.24

BLOEDORN LUMBER CO	Hogadon - Operations	Repair materials	\$8.95
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BLOEDORN LUMBER CO - Total For Hogadon - Operations \$8.95

BLOEDORN LUMBER CO - ALL DEPARTMENTS \$70.19

BLUE TO GOLD, LLC

BLUE TO GOLD, LLC	Police Career Services	BOOKS,PERIODICALS AND NEWSPAPERS	\$499.00
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BLUE TO GOLD, LLC - Total For Police Career Services \$499.00

BLUE TO GOLD, LLC - ALL DEPARTMENTS \$499.00

BOMBSHELLS FUQUA

BOMBSHELLS FUQUA	Fire-EMS Training	Dinner for Barager, Stafford, and Mason whil	\$99.14
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BOMBSHELLS FUQUA - Total For Fire-EMS Training \$99.14

BOMBSHELLS FUQUA - ALL DEPARTMENTS \$99.14

BOUND TREE MEDICAL L

BOUND TREE MEDICAL L	Hogadon - Operations	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$107.37
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BOUND TREE MEDICAL L - Total For Hogadon - Operations \$107.37

BOUND TREE MEDICAL L - ALL DEPARTMENTS \$107.37

BRIDGER STEEL INC

BRIDGER STEEL INC	Balefill - Baler Processing	SKIRTING TO COVER REPLACEMENT BEAM O	\$241.64
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BRIDGER STEEL INC - Total For Balefill - Baler Processing \$241.64

BRIDGER STEEL INC - ALL DEPARTMENTS \$241.64

BUDGET RENT A CAR

BUDGET RENT A CAR Fire-EMS Training Rental vehicle for swift water class in CA \$76.10

BUDGET RENT A CAR - Total For Fire-EMS Training \$76.10

BUDGET RENT A CAR Police Career Services BUDGET RENT-A-CAR \$202.22

BUDGET RENT A CAR - Total For Police Career Services \$202.22

BUDGET RENT A CAR - ALL DEPARTMENTS \$278.32

BUDGET.COM PREPAY

BUDGET.COM PREPAY Police Career Services BUDGET RENT-A-CAR \$677.58

BUDGET.COM PREPAY Police Career Services BUDGET RENT-A-CAR \$123.37

BUDGET.COM PREPAY - Total For Police Career Services \$800.95

BUDGET.COM PREPAY - ALL DEPARTMENTS \$800.95

C&J SAYLES INC

C&J SAYLES INC General Fund Revenue Jewelry for resale in gift shop \$440.99

C&J SAYLES INC General Fund Revenue Jewelry for resale in gift shop \$193.09

C&J SAYLES INC - Total For General Fund Revenue \$634.08

C&J SAYLES INC - ALL DEPARTMENTS \$634.08

CAPTUS PRESS INC

CAPTUS PRESS INC Balefill - Disposal & Landfill TRAINING \$250.00

CAPTUS PRESS INC - Total For Balefill - Disposal & Landfill \$250.00

CAPTUS PRESS INC - ALL DEPARTMENTS \$250.00

CASEYS GEN STORE

CASEYS GEN STORE Police Career Services AUTOMATED FUEL DISPENSERS \$37.50

CASEYS GEN STORE - Total For Police Career Services \$37.50

CASEYS GEN STORE - ALL DEPARTMENTS \$37.50

CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	Metro Animal Shelter	VETERINARY SERVICES	\$461.92
<i>CASPER ANIMAL MED CT - Total For Metro Animal Shelter</i>			<i>\$461.92</i>
CASPER ANIMAL MED CT	Police Canine Operations	VETERINARY SERVICES	\$95.08
<i>CASPER ANIMAL MED CT - Total For Police Canine Operations</i>			<i>\$95.08</i>
CASPER ANIMAL MED CT - ALL DEPARTMENTS			\$557.00

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Standard advertisement for bid	\$599.64
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$599.64</i>
CASPER STAR-TRIBUNE,	Planning	Planning & Zoning advertisement notice	\$48.92
<i>CASPER STAR-TRIBUNE, - Total For Planning</i>			<i>\$48.92</i>
CASPER STAR-TRIBUNE,	Water Distribution	Standard advertisement for bid	\$279.28
CASPER STAR-TRIBUNE,	Water Distribution	Standard advertisement for bid	\$279.28
<i>CASPER STAR-TRIBUNE, - Total For Water Distribution</i>			<i>\$558.56</i>
CASPER STAR-TRIBUNE,	WWTP Operations	Standard advertisement for bid	\$610.82
<i>CASPER STAR-TRIBUNE, - Total For WWTP Operations</i>			<i>\$610.82</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$1,817.94

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	Tires	\$1,166.00
CASPER TIRE	Fleet Maintenance Fund	Tires & balance	\$610.00
CASPER TIRE	Fleet Maintenance Fund	Flat repair	\$35.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$1,811.00</i>
CASPER TIRE	Refuse - Commercial	Flat repair / used tire	\$195.00
CASPER TIRE	Refuse - Commercial	Flat repair	\$57.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$252.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$2,063.00

CASPER WINDOW AND DO

CASPER WINDOW AND DO	Balefill - Baler Processing	Mirror installation	\$1,416.65
<i>CASPER WINDOW AND DO - Total For Balefill - Baler Processing</i>			<i>\$1,416.65</i>
CASPER WINDOW AND DO	Buildings & Structures Fund	Window Repair at Washington Bandshell	\$4,391.15

<i>CASPER WINDOW AND DO - Total For Buildings & Structures Fund</i>			<i>\$4,391.15</i>
CASPER WINDOW AND DO	Risk Management	Window Repair at Washington Bandshell	\$6,024.48
<i>CASPER WINDOW AND DO - Total For Risk Management</i>			<i>\$6,024.48</i>
CASPER WINDOW AND DO - ALL DEPARTMENTS			\$11,832.28

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Service Center	\$33.92
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Ice Arena - Winn	\$52.46
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$32.74
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair parts for Solid Waste	\$122.45
CASPER WINNELSON CO	Buildings & Structures Fund	HVAC Repair Supplies for City Hall	\$27.64
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$269.21</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$269.21

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Fire-EMS Training	Parking while attending FDSOA conference	\$40.00
<i>CASPER/NATRONA COUNT - Total For Fire-EMS Training</i>			<i>\$40.00</i>
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$15.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$15.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$20.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$35.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			<i>\$85.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$125.00

CBT NUGGETS LLC

CBT NUGGETS LLC	Information Services	Training	\$599.00
<i>CBT NUGGETS LLC - Total For Information Services</i>			<i>\$599.00</i>
CBT NUGGETS LLC - ALL DEPARTMENTS			\$599.00

CENEX CUBBY S

CENEX CUBBY S	Police Career Services	AUTOMATED FUEL DISPENSERS	\$19.85
<i>CENEX CUBBY S - Total For Police Career Services</i>			<i>\$19.85</i>

CENEX CUBBY S - ALL DEPARTMENTS \$19.85

CENEX TIN ROOF098920

CENEX TIN ROOF098920 Police Career Services AUTOMATED FUEL DISPENSERS \$36.97

CENEX TIN ROOF098920 - Total For Police Career Services \$36.97

CENEX TIN ROOF098920 - ALL DEPARTMENTS \$36.97

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL Water Administration Wholesale water - February 2022 \$298,204.97

CENTRAL WY. REGIONAL - Total For Water Administration \$298,204.97

CENTRAL WY. REGIONAL Water Revenue and Transfers System investment charges - February 2022 \$31,404.00

CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers \$31,404.00

CENTRAL WY. REGIONAL - ALL DEPARTMENTS \$329,608.97

CENTURYLINK

CENTURYLINK Balefill - Disposal & Landfill Acct #307-265-4035 606B \$69.47

CENTURYLINK - Total For Balefill - Disposal & Landfill \$69.47

CENTURYLINK Buildings & Structures Fund Acct #307-235-7545 631B \$61.78

CENTURYLINK - Total For Buildings & Structures Fund \$61.78

CENTURYLINK Fire-EMS Administration Acct #71332709 \$251.11

CENTURYLINK - Total For Fire-EMS Administration \$251.11

CENTURYLINK Municipal Court Acct #307-234-6291 349B \$26.70

CENTURYLINK - Total For Municipal Court \$26.70

CENTURYLINK Public Safety Communication Acct #P-307-632-4759 643M \$302.87

CENTURYLINK Public Safety Communication Acct #307-235-7592 537B \$180.80

CENTURYLINK Public Safety Communication Acct #P-307-632-4759 643M \$302.87

CENTURYLINK Public Safety Communication Acct #307-235-7592 537B \$195.80

CENTURYLINK - Total For Public Safety Communications \$982.34

CENTURYLINK Streets Acct #P-307-111-5105 138M \$44.06

CENTURYLINK - Total For Streets \$44.06

CENTURYLINK WWTP Regional Interceptors Acct #P-307-234-3201 148M \$2,031.61

CENTURYLINK - Total For WWTP Regional Interceptors \$2,031.61

CENTURYLINK - ALL DEPARTMENTS

\$3,467.07

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$140.60
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<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			\$140.60
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CHARTER COMMUNICATIO - ALL DEPARTMENTS

\$140.60

CHEM AQUA

CHEM AQUA	Ice Arena - Operations	Water Treatment Condenser - Chem Aqua	\$489.83
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<i>CHEM AQUA - Total For Ice Arena - Operations</i>			\$489.83
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CHEM AQUA - ALL DEPARTMENTS

\$489.83

CITIZEN PAYMENT

CITIZEN PAYMENT	Police Administration	CALEA Travel	\$257.15
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<i>CITIZEN PAYMENT - Total For Police Administration</i>			\$257.15
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CITIZEN PAYMENT - ALL DEPARTMENTS

\$257.15

CITRIX SYSTEMS INC.

CITRIX SYSTEMS INC.	Aquatics - Operations	Citrix License Renewal Fees	\$114.76
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<i>CITRIX SYSTEMS INC. - Total For Aquatics - Operations</i>			\$114.76
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CITRIX SYSTEMS INC.	City Manager	Citrix License Renewal Fees	\$344.27
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<i>CITRIX SYSTEMS INC. - Total For City Manager</i>			\$344.27
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CITRIX SYSTEMS INC.	Code Enforcement	Citrix License Renewal Fees	\$114.76
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<i>CITRIX SYSTEMS INC. - Total For Code Enforcement</i>			\$114.76
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CITRIX SYSTEMS INC.	Engineering	Citrix License Renewal Fees	\$229.51
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<i>CITRIX SYSTEMS INC. - Total For Engineering</i>			\$229.51
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CITRIX SYSTEMS INC.	Fleet Maintenance Fund	Citrix License Renewal Fees	\$229.51
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<i>CITRIX SYSTEMS INC. - Total For Fleet Maintenance Fund</i>			\$229.51
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CITRIX SYSTEMS INC.	Human Resources	Citrix License Renewal Fees	\$229.51
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<i>CITRIX SYSTEMS INC. - Total For Human Resources</i>			\$229.51
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CITRIX SYSTEMS INC.	Information Services	Citrix License Renewal Fees	\$344.27
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<i>CITRIX SYSTEMS INC. - Total For Information Services</i>			\$344.27
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CITRIX SYSTEMS INC.	Metropolitan Planning Org	Citrix License Renewal Fees	\$114.73
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<i>CITRIX SYSTEMS INC. - Total For Metropolitan Planning Org</i>			\$114.73
CITRIX SYSTEMS INC.	Parks - Parks Maint.	Citrix License Renewal Fees	\$229.51
<i>CITRIX SYSTEMS INC. - Total For Parks - Parks Maint.</i>			\$229.51
CITRIX SYSTEMS INC.	Police Administration	Citrix License Renewal Fees	\$688.54
<i>CITRIX SYSTEMS INC. - Total For Police Administration</i>			\$688.54
CITRIX SYSTEMS INC.	Public Transit - Operations	Citrix License Renewal Fees	\$114.76
<i>CITRIX SYSTEMS INC. - Total For Public Transit - Operations</i>			\$114.76
CITRIX SYSTEMS INC.	Rec Center - Admin	Citrix License Renewal Fees	\$114.76
<i>CITRIX SYSTEMS INC. - Total For Rec Center - Admin</i>			\$114.76
CITRIX SYSTEMS INC.	Rec Center - Operations	Citrix License Renewal Fees	\$229.51
<i>CITRIX SYSTEMS INC. - Total For Rec Center - Operations</i>			\$229.51
CITRIX SYSTEMS INC.	Regional Water Operations	Citrix License Renewal Fees	\$114.76
<i>CITRIX SYSTEMS INC. - Total For Regional Water Operations</i>			\$114.76
CITRIX SYSTEMS INC.	Risk Management	Citrix License Renewal Fees	\$114.76
<i>CITRIX SYSTEMS INC. - Total For Risk Management</i>			\$114.76
CITRIX SYSTEMS INC.	Water Administration	Citrix License Renewal Fees	\$114.76
<i>CITRIX SYSTEMS INC. - Total For Water Administration</i>			\$114.76
CITRIX SYSTEMS INC. - ALL DEPARTMENTS			\$3,442.68

CITY OF CASPER

CITY OF CASPER	Balefill - Baler Processing	MILLER HOUSE RENTAL	\$1,500.00
<i>CITY OF CASPER - Total For Balefill - Baler Processing</i>			\$1,500.00
CITY OF CASPER	Fire-EMS Training	Dump pass	\$18.00
<i>CITY OF CASPER - Total For Fire-EMS Training</i>			\$18.00
CITY OF CASPER	Ft. Caspar Museum	Alarm license	\$10.00
<i>CITY OF CASPER - Total For Ft. Caspar Museum</i>			\$10.00
CITY OF CASPER	Hogadon - Operations	Garbage baler	\$20.00
CITY OF CASPER	Hogadon - Operations	Garbage baler	\$20.00
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$60.00
CITY OF CASPER	Ice Arena - Operations	Alarm License	\$10.00
<i>CITY OF CASPER - Total For Ice Arena - Operations</i>			\$10.00
CITY OF CASPER	Metro Animal Shelter	Alarm license	\$10.00
<i>CITY OF CASPER - Total For Metro Animal Shelter</i>			\$10.00
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$6,713.08

<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			<i>\$6,713.08</i>
CITY OF CASPER	Public Transit - Operations	Fuel / Workorder Charge - Jan. 2022	\$15,619.91
CITY OF CASPER	Public Transit - Operations	Fuel / Workorder Charge - Jan. 2022	\$15,395.19
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$31,015.10</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,198.16
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$5,834.72
CITY OF CASPER	Refuse - Residential	Garbage baler, street sweeping, recycle card	\$8,574.66
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$616.14
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper / cardboar	\$6,839.93
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$476.28
CITY OF CASPER	Refuse - Residential	Monthly balefill pass billing - February 2022	\$15,520.00
CITY OF CASPER	Refuse - Residential	Garbage baler	\$6,079.07
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard	\$4,784.94
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$5,638.43
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$6,485.96
CITY OF CASPER	Refuse - Residential	Street Sweeping Monthly Fee	\$2,266.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, recycle cardboard	\$5,523.14
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$74,837.43</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$395,209.29
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$395,209.29</i>
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$144.99
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$112.05
CITY OF CASPER	WWTP Operations	Sump sludge / honey wagon	\$145.53
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$125.01
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$527.58</i>
CITY OF CASPER - ALL DEPARTMENTS			\$509,910.48

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Balefill - Disposal & Landfill	CRL RMP Easement Survey	\$3,202.50
<i>CIVIL ENGINEERING PR - Total For Balefill - Disposal & Landfill</i>			<i>\$3,202.50</i>
CIVIL ENGINEERING PR	Engineering	Surveying services - Clarion Inn	\$402.50
CIVIL ENGINEERING PR	Engineering	Surveying services - Wolf Creek 10 Plat	\$270.00
<i>CIVIL ENGINEERING PR - Total For Engineering</i>			<i>\$672.50</i>
CIVIL ENGINEERING PR	Planning	N. Platte Park Addt. re-plat P	\$2,540.00
<i>CIVIL ENGINEERING PR - Total For Planning</i>			<i>\$2,540.00</i>

CIVIL ENGINEERING PR - ALL DEPARTMENTS

\$6,415.00

CLEVELAND GOLF

CLEVELAND GOLF	Golf	Casper Muni Logo Golf Balls for sale in the G	\$450.00
CLEVELAND GOLF	Golf	Glove order Inventory	\$478.95
<i>CLEVELAND GOLF - Total For Golf</i>			\$928.95

CLEVELAND GOLF - ALL DEPARTMENTS

\$928.95

CMI TECO, INC.

CMI TECO, INC.	Fleet Maintenance Fund	Equipment repair	\$347.46
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<i>CMI TECO, INC. - Total For Fleet Maintenance Fund</i>			\$347.46
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CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$496.38
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CMI TECO, INC.	Refuse - Commercial	Diesel Antigal	\$60.00
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CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$1,499.32
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CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$2,848.09
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CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$7,866.76
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CMI TECO, INC.	Refuse - Commercial	Diesel Antigal	\$60.00
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<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			\$12,830.55
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CMI TECO, INC.	Refuse - Residential	Wiper Mechanisms & fittings	\$417.77
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CMI TECO, INC.	Refuse - Residential	Hydraulic tube extend	\$227.60
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CMI TECO, INC.	Refuse - Residential	LED light	\$3.32
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CMI TECO, INC.	Refuse - Residential	Hydraulic tube	\$197.97
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CMI TECO, INC.	Refuse - Residential	Valve	\$1,129.32
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CMI TECO, INC.	Refuse - Residential	Equipment repair	\$7,291.35
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CMI TECO, INC.	Refuse - Residential	Equipment repair	\$1,762.94
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<i>CMI TECO, INC. - Total For Refuse - Residential</i>			\$11,030.27
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CMI TECO, INC. - ALL DEPARTMENTS

\$24,208.28

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Fuel	\$175.31
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<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			\$175.31
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COASTAL CHEMICAL CO - ALL DEPARTMENTS

\$175.31

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery service	\$8.25
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			\$8.25
COCA COLA BOTTLING C	Metro Animal Shelter	MISCELLANEOUS GENERAL MERCHANDISE S	\$37.75
<i>COCA COLA BOTTLING C - Total For Metro Animal Shelter</i>			\$37.75
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$46.00

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Fire-EMS Operations	Radio repair and Knox box wiring	\$1,805.83
COMMUNICATION TECHNO	Fire-EMS Operations	Wire in F1 Knox System	\$51.50
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			\$1,857.33
COMMUNICATION TECHNO	Police Administration	Battery separator replacement	\$263.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			\$263.00
COMMUNICATION TECHNO	Refuse - Residential	Antanna	\$11.40
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			\$11.40
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$2,131.73

COMPRESSION LEASING

COMPRESSION LEASING	Refuse - Residential	Air compressor repair	\$822.32
<i>COMPRESSION LEASING - Total For Refuse - Residential</i>			\$822.32
COMPRESSION LEASING - ALL DEPARTMENTS			\$822.32

COMTRONIX, INC.

COMTRONIX, INC.	Balefill - Diversion & Special	Alarm service	\$172.14
<i>COMTRONIX, INC. - Total For Balefill - Diversion & Special</i>			\$172.14
COMTRONIX, INC.	Buildings & Structures Fund	Alarm monitoring	\$359.00
COMTRONIX, INC.	Buildings & Structures Fund	Alarm Monitoring	\$359.00
<i>COMTRONIX, INC. - Total For Buildings & Structures Fund</i>			\$718.00
COMTRONIX, INC.	Ft. Caspar Museum	Alarm monitoring	\$531.00
<i>COMTRONIX, INC. - Total For Ft. Caspar Museum</i>			\$531.00
COMTRONIX, INC.	Golf - Operations	Alarm monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			\$183.00
COMTRONIX, INC.	Hogadon - Operations	Alarm monitoring	\$183.00

<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Ice Arena - Operations	Alarm	\$53.58
<i>COMTRONIX, INC. - Total For Ice Arena - Operations</i>			<i>\$53.58</i>
COMTRONIX, INC.	Metro Animal Shelter	Alarm monitoring	\$183.00
COMTRONIX, INC.	Metro Animal Shelter	Alarm service	\$264.00
<i>COMTRONIX, INC. - Total For Metro Animal Shelter</i>			<i>\$447.00</i>
COMTRONIX, INC.	Police Administration	Alarm monitoring	\$150.00
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$150.00</i>
COMTRONIX, INC.	Rec Center - Operations	Alarm service	\$132.00
<i>COMTRONIX, INC. - Total For Rec Center - Operations</i>			<i>\$132.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$2,569.72

CONCEPT2 INC

CONCEPT2 INC	Fire-EMS Operations	Rower repair parts for St. 1	\$108.12
<i>CONCEPT2 INC - Total For Fire-EMS Operations</i>			<i>\$108.12</i>
CONCEPT2 INC - ALL DEPARTMENTS			\$108.12

CONOCO - BIG BATS

CONOCO - BIG BATS	Police Career Services	AUTOMATED FUEL DISPENSERS	\$17.00
<i>CONOCO - BIG BATS - Total For Police Career Services</i>			<i>\$17.00</i>
CONOCO - BIG BATS - ALL DEPARTMENTS			\$17.00

CONOCO - STOP-N-GO

CONOCO - STOP-N-GO	Fire-EMS Operations	Fuel	\$74.35
<i>CONOCO - STOP-N-GO - Total For Fire-EMS Operations</i>			<i>\$74.35</i>
CONOCO - STOP-N-GO - ALL DEPARTMENTS			\$74.35

CONSOLIDATED ELECTRI

CONSOLIDATED ELECTRI	Balefill - Disposal & Landfill	Fuses & coding tape	\$50.94
<i>CONSOLIDATED ELECTRI - Total For Balefill - Disposal & Landfill</i>			<i>\$50.94</i>
CONSOLIDATED ELECTRI - ALL DEPARTMENTS			\$50.94

COWBOY CHEMICAL

COWBOY CHEMICAL	Golf - Operations	Repair leak & replace pump tubes	\$130.55
<i>COWBOY CHEMICAL - Total For Golf - Operations</i>			<i>\$130.55</i>
COWBOY CHEMICAL - ALL DEPARTMENTS			\$130.55

CPS DISTRIBUTORS

CPS DISTRIBUTORS	Parks - Parks Maint.	Slip fixes and glue for stock	\$110.24
CPS DISTRIBUTORS	Parks - Parks Maint.	repair parts for NC5 light installation	\$81.25
<i>CPS DISTRIBUTORS - Total For Parks - Parks Maint.</i>			<i>\$191.49</i>
CPS DISTRIBUTORS - ALL DEPARTMENTS			\$191.49

CPU IIT

CPU IIT	Capital Projects Fund	SSD Recorder for Council Chambers	\$1,227.00
<i>CPU IIT - Total For Capital Projects Fund</i>			<i>\$1,227.00</i>
CPU IIT	Human Resources	Repalacement 65w usb-c adapter for my and	\$40.00
<i>CPU IIT - Total For Human Resources</i>			<i>\$40.00</i>
CPU IIT	Information Services	High End Laptop, docking station, and adapte	\$1,398.00
<i>CPU IIT - Total For Information Services</i>			<i>\$1,398.00</i>
CPU IIT	Parks - Parks Maint.	Battery backup Beth's CPU	\$88.40
<i>CPU IIT - Total For Parks - Parks Maint.</i>			<i>\$88.40</i>
CPU IIT	Police Administration	ELECTRONIC SALES	\$370.95
<i>CPU IIT - Total For Police Administration</i>			<i>\$370.95</i>
CPU IIT	Risk Management	ELECTRONIC SALES	\$40.00
<i>CPU IIT - Total For Risk Management</i>			<i>\$40.00</i>
CPU IIT	Sewer Wastewater Collection	cable for van	\$14.99
<i>CPU IIT - Total For Sewer Wastewater Collection</i>			<i>\$14.99</i>
CPU IIT - ALL DEPARTMENTS			\$3,179.34

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Door repair supplies for Fire Station 1	\$19.54
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$19.54</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$19.54

CY ACE HARDWARE

CY ACE HARDWARE	Buildings & Structures Fund	BAS Shop Supplies	\$57.70
CY ACE HARDWARE	Buildings & Structures Fund	Painting Supplies for Water Garage Offices	\$11.74
CY ACE HARDWARE	Buildings & Structures Fund	Repair supplies for Solid Waste - CY Ace	\$17.99
CY ACE HARDWARE	Buildings & Structures Fund	Return of Supplies for Solid Waste - CY Ace	(\$17.99)
<i>CY ACE HARDWARE - Total For Buildings & Structures Fund</i>			\$69.44
CY ACE HARDWARE	Capital Projects Fund	Return of Supplies for Senior Center - CY Ace	(\$12.47)
CY ACE HARDWARE	Capital Projects Fund	Repair supplies for Senior Center	\$93.56
<i>CY ACE HARDWARE - Total For Capital Projects Fund</i>			\$81.09
CY ACE HARDWARE - ALL DEPARTMENTS			\$150.53

DAKOTA FENCE COMPANY

DAKOTA FENCE COMPANY	Traffic Control	Mast arm sign blanks and band it brackets fo	\$780.62
<i>DAKOTA FENCE COMPANY - Total For Traffic Control</i>			\$780.62
DAKOTA FENCE COMPANY - ALL DEPARTMENTS			\$780.62

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Regional Water Operations	Flange gasket	\$21.00
<i>DANA KEPNER CO. OF W - Total For Regional Water Operations</i>			\$21.00
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$21.00

DAVIDSON FIXED INCOM

DAVIDSON FIXED INCOM	General Fund Revenue	Investment services	\$3,334.37
<i>DAVIDSON FIXED INCOM - Total For General Fund Revenue</i>			\$3,334.37
DAVIDSON FIXED INCOM - ALL DEPARTMENTS			\$3,334.37

DAYS INNS/DAYSTOP

DAYS INNS/DAYSTOP	Police Federal Grants	DAYS INNS	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police Federal Grants</i>			\$60.00
DAYS INNS/DAYSTOP	Police Investigations	DAYS INNS	\$60.00
DAYS INNS/DAYSTOP	Police Investigations	DAYS INNS	\$60.00
<i>DAYS INNS/DAYSTOP - Total For Police Investigations</i>			\$120.00

DAYS INNS/DAYSTOP - ALL DEPARTMENTS \$180.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL Parks - Parks Maint. Check valve assembly \$855.41

DBC IRRIGATION SUPPL - Total For Parks - Parks Maint. \$855.41

DBC IRRIGATION SUPPL - ALL DEPARTMENTS \$855.41

DELTA 0064220576

DELTA 0064220576 Special Fire Assistance Fund Baggage fee while while flying for Wildland D \$30.00

DELTA 0064220576 - Total For Special Fire Assistance Fund \$30.00

DELTA 0064220576 - ALL DEPARTMENTS \$30.00

DESERT MTN. CORP.

DESERT MTN. CORP. Streets Ice Slicer \$4,010.90

DESERT MTN. CORP. Streets Ice Slicer \$3,520.16

DESERT MTN. CORP. Streets Ice Slicer \$3,592.50

DESERT MTN. CORP. Streets Ice Slicer \$3,481.35

DESERT MTN. CORP. Streets Ice Slicer \$3,557.90

DESERT MTN. CORP. Streets Ice Slicer \$3,423.68

DESERT MTN. CORP. Streets Ice Slicer \$3,211.86

DESERT MTN. CORP. Streets Ice Slicer \$3,724.63

DESERT MTN. CORP. Streets Ice Slicer \$3,999.36

DESERT MTN. CORP. Streets Ice Slicer \$3,199.28

DESERT MTN. CORP. Streets Ice Slicer \$3,831.02

DESERT MTN. CORP. Streets Ice Slicer \$3,404.00

DESERT MTN. CORP. Streets Ice Slicer \$3,470.87

DESERT MTN. CORP. Streets Ice Slicer \$3,190.89

DESERT MTN. CORP. Streets Ice Slicer \$3,742.53

DESERT MTN. CORP. - Total For Streets \$53,360.93

DESERT MTN. CORP. - ALL DEPARTMENTS \$53,360.93

DOLLAR #0053117

DOLLAR #0053117 Fire-EMS Training Car rental while attending the 2021 FDSOA C \$662.16

DOLLAR #0053117 - Total For Fire-EMS Training \$662.16

DOLLAR #0053117 - ALL DEPARTMENTS \$662.16

DOUBLETREE STAPLTON

DOUBLETREE STAPLTON Police Career Services DOUBLETREE \$111.34

DOUBLETREE STAPLTON - Total For Police Career Services \$111.34

DOUBLETREE STAPLTON - ALL DEPARTMENTS \$111.34

EDDIE MERLOT S

EDDIE MERLOT S Sewer Wastewater Collection meal while at training \$63.21

EDDIE MERLOT S Sewer Wastewater Collection meal while at training \$53.41

EDDIE MERLOT S - Total For Sewer Wastewater Collection \$116.62

EDDIE MERLOT S - ALL DEPARTMENTS \$116.62

EDGE ENGINEERING GRO

EDGE ENGINEERING GRO WWTP Operations Gas sample analysis \$315.50

EDGE ENGINEERING GRO - Total For WWTP Operations \$315.50

EDGE ENGINEERING GRO - ALL DEPARTMENTS \$315.50

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Work tool reimbursement \$342.28

EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund \$492.28

EMPLOYEE REIMBURSEME Metro Animal Shelter Optometry reimbursement \$260.00

EMPLOYEE REIMBURSEME - Total For Metro Animal Shelter \$260.00

EMPLOYEE REIMBURSEME Refuse - Recycling Work clothing (pant) reimbursement \$86.84

EMPLOYEE REIMBURSEME - Total For Refuse - Recycling \$86.84

EMPLOYEE REIMBURSEME Refuse - Residential DOT physical, Hazmat test, TSA background c \$228.75

EMPLOYEE REIMBURSEME - Total For Refuse - Residential \$228.75

EMPLOYEE REIMBURSEME Sewer Wastewater Collection Work clothing reimbursement \$102.94

EMPLOYEE REIMBURSEME Sewer Wastewater Collection Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME - Total For Sewer Wastewater Collection \$252.94

EMPLOYEE REIMBURSEME Streets Work boot reimbursement \$150.00

EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$127.56
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$427.56</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work boot/clothing reimbursement	\$196.19
EMPLOYEE REIMBURSEME	Water Distribution	Distribution Level 1 Exam Reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$296.19</i>
EMPLOYEE REIMBURSEME	Water Meters	Distribution Level 1 & 2 Exam Reimbursemen	\$200.00
<i>EMPLOYEE REIMBURSEME - Total For Water Meters</i>			<i>\$200.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$2,244.56

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable Water Testing	\$52.00
ENERGY LABORATORIES	Hogadon - Operations	Potable Water Testing	\$52.00
ENERGY LABORATORIES	Hogadon - Operations	Potable Water Testing	\$52.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$156.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$156.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Carbon, Total Organic testing	\$52.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic endospores testing	\$306.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$1,276.00</i>
ENERGY LABRATORIES I	RWS - Guardian	Bacteria, Public Water Supply testing	\$52.00
ENERGY LABRATORIES I	RWS - Guardian	Bacteria, Public Water Supply testing	\$52.00
<i>ENERGY LABRATORIES I - Total For RWS - Guardian</i>			<i>\$104.00</i>
ENERGY LABRATORIES I	Water Tanks	Metals by ICP/ICPMS, Drinking Water testing	\$52.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$288.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$340.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$1,720.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$437.50
ENGINEERING DESIGN A	Capital Projects Fund	Ice Arena Lighting Upgrades	\$502.50
ENGINEERING DESIGN A	Capital Projects Fund	Design & CA Senior Center Air	\$712.50
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,652.50</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,652.50

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Testing	\$100.00
EUROFINS EATON ANALY	Regional Water Operations	TESTING	\$100.00
EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing	\$100.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$300.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$300.00

EXPRESS PRINTING INC

EXPRESS PRINTING INC	Code Enforcement	Printing service - business cards	\$117.00
<i>EXPRESS PRINTING INC - Total For Code Enforcement</i>			<i>\$117.00</i>
EXPRESS PRINTING INC - ALL DEPARTMENTS			\$117.00

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$41.04
EXXONMOBIL	Fire-EMS Operations	Fuel	\$53.34
EXXONMOBIL	Fire-EMS Operations	Fuel	\$78.74
EXXONMOBIL	Fire-EMS Operations	Fuel	\$54.67
EXXONMOBIL	Fire-EMS Operations	Fuel	\$34.69
EXXONMOBIL	Fire-EMS Operations	Fuel	\$75.69
EXXONMOBIL	Fire-EMS Operations	Fuel	\$62.49
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$400.66</i>
EXXONMOBIL - ALL DEPARTMENTS			\$400.66

FACEBK 53MGX77YJ2

FACEBK 53MGX77YJ2	Police Career Services	ADVERTISING SERVICES	\$14.58
<i>FACEBK 53MGX77YJ2 - Total For Police Career Services</i>			<i>\$14.58</i>

FACEBK 53MGX77YJ2 - ALL DEPARTMENTS

\$14.58

FAIRFIELD INN

FAIRFIELD INN	Police Career Services	FAIRFIELD INN	\$4.95
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<i>FAIRFIELD INN - Total For Police Career Services</i>			\$4.95
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FAIRFIELD INN - ALL DEPARTMENTS

\$4.95

FARMERBROTHERS

FARMERBROTHERS	Ice Arena - Concessions	CONCESSIONS - Farmer Bros Coffee	\$399.16
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<i>FARMERBROTHERS - Total For Ice Arena - Concessions</i>			\$399.16
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FARMERBROTHERS - ALL DEPARTMENTS

\$399.16

FAST STOP 1131

FAST STOP 1131	Police Career Services	AUTOMATED FUEL DISPENSERS	\$30.89
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<i>FAST STOP 1131 - Total For Police Career Services</i>			\$30.89
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FAST STOP 1131 - ALL DEPARTMENTS

\$30.89

FBI NATIONAL ACADEMY

FBI NATIONAL ACADEMY	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$105.00
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FBI NATIONAL ACADEMY	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$115.00
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FBI NATIONAL ACADEMY	Police Administration	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$105.00
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<i>FBI NATIONAL ACADEMY - Total For Police Administration</i>			\$325.00
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FBI NATIONAL ACADEMY	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	(\$395.00)
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<i>FBI NATIONAL ACADEMY - Total For Police Career Services</i>			(\$395.00)
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FBI NATIONAL ACADEMY - ALL DEPARTMENTS

(\$70.00)

FDSOA

FDSOA	Fire-EMS Training	Refund for cancelled class	(\$125.00)
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<i>FDSOA - Total For Fire-EMS Training</i>			(\$125.00)
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FDSOA - ALL DEPARTMENTS

(\$125.00)

FEDEX 285678861193

FEDEX 285678861193	Fire-EMS Training	Shipping for captain's test materials	\$86.76
<i>FEDEX 285678861193 - Total For Fire-EMS Training</i>			<i>\$86.76</i>
FEDEX 285678861193 - ALL DEPARTMENTS			\$86.76

FEDEX 82854905

FEDEX 82854905	Police Records	COURIER SERVICES-AIR OR GROUND,FREIGH	\$15.91
<i>FEDEX 82854905 - Total For Police Records</i>			<i>\$15.91</i>
FEDEX 82854905 - ALL DEPARTMENTS			\$15.91

FIRESTATS, LLC.

FIRESTATS, LLC.	Fire-EMS Administration	One year membership to FireStats	\$131.40
<i>FIRESTATS, LLC. - Total For Fire-EMS Administration</i>			<i>\$131.40</i>
FIRESTATS, LLC. - ALL DEPARTMENTS			\$131.40

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Customer Service	Tamper resistant deposit bags	\$70.94
<i>FIRST INTERSTATE BAN - Total For Customer Service</i>			<i>\$70.94</i>
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$113.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$113.00</i>
FIRST INTERSTATE BAN	Public Transit - Operations	Tamper resistant deposit bags	\$106.41
<i>FIRST INTERSTATE BAN - Total For Public Transit - Operations</i>			<i>\$106.41</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$290.35

Fiverr

Fiverr	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$38.93
<i>Fiverr - Total For Police Administration</i>			<i>\$38.93</i>
Fiverr - ALL DEPARTMENTS			\$38.93

FRESHENS

FRESHENS	Sewer Wastewater Collection meal while traveling		\$10.90
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FRESHENS - Total For Sewer Wastewater Collection \$10.90

FRESHENS - ALL DEPARTMENTS \$10.90

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$130.46
GALLS, INC.	Police Career Services	Uniform supplies	\$91.00
GALLS, INC.	Police Career Services	Uniform supplies	\$153.00
GALLS, INC.	Police Career Services	Uniform supplies	\$662.15
GALLS, INC.	Police Career Services	Uniform supplies	\$130.46
GALLS, INC.	Police Career Services	Uniform supplies	\$503.58
GALLS, INC.	Police Career Services	Uniform supplies	\$1,058.34
GALLS, INC.	Police Career Services	Uniform supplies	(\$58.50)
GALLS, INC.	Police Career Services	Uniform supplies	\$652.43
GALLS, INC.	Police Career Services	Uniform supplies	\$171.69
GALLS, INC.	Police Career Services	Uniform supplies	\$107.96
GALLS, INC.	Police Career Services	Uniform supplies	\$122.43
GALLS, INC.	Police Career Services	Uniform supplies	\$125.96
GALLS, INC.	Police Career Services	Uniform supplies	\$345.81
GALLS, INC.	Police Career Services	Uniform supplies	\$45.00
GALLS, INC.	Police Career Services	Uniform supplies	\$130.46
GALLS, INC.	Police Career Services	Uniform supplies	\$122.85
GALLS, INC.	Police Career Services	Uniform supplies	\$90.00
GALLS, INC.	Police Career Services	Uniform supplies	\$760.74

GALLS, INC. - Total For Police Career Services \$5,345.82

GALLS, INC. - ALL DEPARTMENTS \$5,345.82

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Equipment safety training	\$95.00
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GOLF SAFETY - Total For Weed & Pest Fund \$95.00

GOLF SAFETY - ALL DEPARTMENTS \$95.00

GOOGLE Google Stora

GOOGLE Google Stora	Police Administration	LARGE DIGITAL GOODS MERCHANT	\$2.49
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<i>GOOGLE Google Stora - Total For Police Administration</i>			\$2.49
GOOGLE Google Stora - ALL DEPARTMENTS			\$2.49

GOOGLE GOOGLE STORAGE

GOOGLE GOOGLE STORAGE	Police Administration	DIGITAL GOODS - APPS (EXCLUDES GAMES)	\$99.99
<i>GOOGLE GOOGLE STORAGE - Total For Police Administration</i>			<i>\$99.99</i>
GOOGLE GOOGLE STORAGE - ALL DEPARTMENTS			\$99.99

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	Lifting dolly	\$283.35
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			<i>\$283.35</i>
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$38.54
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$38.54</i>
GRAINGER, INC.	Regional Water Operations	South Chem Electrical Cabinet	\$28.11
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$28.11</i>
GRAINGER, INC.	Risk Management	Fan motor	\$262.26
GRAINGER, INC.	Risk Management	Propeller	\$16.65
<i>GRAINGER, INC. - Total For Risk Management</i>			<i>\$278.91</i>
GRAINGER, INC.	RWS - Booster Stations	40VA TRANSFORMER	\$60.29
<i>GRAINGER, INC. - Total For RWS - Booster Stations</i>			<i>\$60.29</i>
GRAINGER, INC.	Water Distribution	Credit for tax	(\$0.23)
<i>GRAINGER, INC. - Total For Water Distribution</i>			<i>(\$0.23)</i>
GRAINGER, INC.	WWTP Operations	Toilet paper	\$132.84
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$132.84</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$821.81

GRINGO'S MEXICAN

GRINGO'S MEXICAN	Fire-EMS Training	Meal for Barager, Stafford, and Mason while	\$70.91
<i>GRINGO'S MEXICAN - Total For Fire-EMS Training</i>			<i>\$70.91</i>
GRINGO'S MEXICAN - ALL DEPARTMENTS			\$70.91

GSG ARCHITECTURE

GSG ARCHITECTURE	Refuse - Recycling	This project includes conceptu	\$1,508.50
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<i>GSG ARCHITECTURE - Total For Refuse - Recycling</i>			\$1,508.50
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GSG ARCHITECTURE - ALL DEPARTMENTS			\$1,508.50
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HAMPTON INN SHERIDAN

HAMPTON INN SHERIDAN	Police Administration	HAMPTON INNS HOTELS	\$133.00
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<i>HAMPTON INN SHERIDAN - Total For Police Administration</i>			\$133.00
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HAMPTON INN SHERIDAN - ALL DEPARTMENTS			\$133.00
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HAMPTON INN SUITES S

HAMPTON INN SUITES S	Police Career Services	HAMPTON INNS HOTELS	\$545.50
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<i>HAMPTON INN SUITES S - Total For Police Career Services</i>			\$545.50
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HAMPTON INN SUITES S - ALL DEPARTMENTS			\$545.50
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HAMPTON INNS

HAMPTON INNS	Fire-EMS Training	Hotel for Wyoming Fire Chiefs Meeting in Riv	\$108.00
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<i>HAMPTON INNS - Total For Fire-EMS Training</i>			\$108.00
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HAMPTON INNS - ALL DEPARTMENTS			\$108.00
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HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$35.98
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<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			\$35.98
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HARBOR FREIGHT TOOLS	Water Distribution	DRILL BIT SET	\$18.99
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<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$18.99
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HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$54.97
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HARDLINE EQUIPMENT L

HARDLINE EQUIPMENT L	Refuse - Residential	Sweeper repair	\$2,372.60
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HARDLINE EQUIPMENT L	Refuse - Residential	Sweeper repair	\$1,095.95
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<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			\$3,468.55
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HARDLINE EQUIPMENT L - ALL DEPARTMENTS			\$3,468.55
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HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Pool Chemicals for Aquatic Center	\$1,596.92
HAWKINS, INC.	Aquatics - Operations	Aquatic center Pool Chemicals	\$1,925.24
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			\$3,522.16
HAWKINS, INC. - ALL DEPARTMENTS			\$3,522.16

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Capital Projects Fund	Design of Paradise Valley to R	\$8,381.90
<i>HDR ENGINEERING, INC - Total For Capital Projects Fund</i>			\$8,381.90
HDR ENGINEERING, INC	Water Administration	Water Rights Analysis & Studie	\$8,882.50
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			\$8,882.50
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$17,264.40

HERTZ #0110819

HERTZ #0110819	Police Career Services	HERTZ CORPORATION	\$270.11
<i>HERTZ #0110819 - Total For Police Career Services</i>			\$270.11
HERTZ #0110819 - ALL DEPARTMENTS			\$270.11

HERTZ #0580912

HERTZ #0580912	Police Career Services	HERTZ CORPORATION	\$350.54
<i>HERTZ #0580912 - Total For Police Career Services</i>			\$350.54
HERTZ #0580912 - ALL DEPARTMENTS			\$350.54

HERTZ #0735017

HERTZ #0735017	Police Career Services	HERTZ CORPORATION	\$176.31
<i>HERTZ #0735017 - Total For Police Career Services</i>			\$176.31
HERTZ #0735017 - ALL DEPARTMENTS			\$176.31

HICO LLC

HICO LLC	WWTP Operations	Shim for digester piping	\$250.00
<i>HICO LLC - Total For WWTP Operations</i>			\$250.00

HICO LLC - ALL DEPARTMENTS \$250.00

HILTON GARDEN INN

HILTON GARDEN INN Police Career Services HILTON GARDEN INN \$107.43

HILTON GARDEN INN Police Career Services HILTON GARDEN INN \$433.92

HILTON GARDEN INN - Total For Police Career Services \$541.35

HILTON GARDEN INN - ALL DEPARTMENTS \$541.35

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233 Police Administration HOBBY,TOY, AND GAME SHOPS \$31.49

HOBBY-LOBBY #0233 - Total For Police Administration \$31.49

HOBBY-LOBBY #0233 - ALL DEPARTMENTS \$31.49

HOLIDAY INN EXPRESS

HOLIDAY INN EXPRESS Police Career Services HOLIDAY INNS \$127.00

HOLIDAY INN EXPRESS - Total For Police Career Services \$127.00

HOLIDAY INN EXPRESS - ALL DEPARTMENTS \$127.00

HOLIDAY STATIONS

HOLIDAY STATIONS Police Career Services AUTOMATED FUEL DISPENSERS \$24.79

HOLIDAY STATIONS - Total For Police Career Services \$24.79

HOLIDAY STATIONS - ALL DEPARTMENTS \$24.79

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Refuse - Residential Solvent \$74.00

HOMAX OIL SALES, INC - Total For Refuse - Residential \$74.00

HOMAX OIL SALES, INC Water Distribution Fuel \$5,032.59

HOMAX OIL SALES, INC - Total For Water Distribution \$5,032.59

HOMAX OIL SALES, INC - ALL DEPARTMENTS \$5,106.59

HONNEN EQUIPMENT CO.

HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Equipment repair	\$2,696.31
HONNEN EQUIPMENT CO.	Fleet Maintenance Fund	Equipment repair	(\$1,464.11)
<i>HONNEN EQUIPMENT CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,232.20</i>
HONNEN EQUIPMENT CO. - ALL DEPARTMENTS			\$1,232.20

HOTELSCOM91778813632

HOTELSCOM91778813632	Police Career Services	TRAVEL AGENCIES	\$422.22
<i>HOTELSCOM91778813632 - Total For Police Career Services</i>			<i>\$422.22</i>
HOTELSCOM91778813632 - ALL DEPARTMENTS			\$422.22

HOTELSCOM91783216903

HOTELSCOM91783216903	Police Career Services	TRAVEL AGENCIES	\$134.33
<i>HOTELSCOM91783216903 - Total For Police Career Services</i>			<i>\$134.33</i>
HOTELSCOM91783216903 - ALL DEPARTMENTS			\$134.33

HOTELSCOM91812573813

HOTELSCOM91812573813	Police Career Services	TRAVEL AGENCIES	\$321.10
<i>HOTELSCOM91812573813 - Total For Police Career Services</i>			<i>\$321.10</i>
HOTELSCOM91812573813 - ALL DEPARTMENTS			\$321.10

HOTELSCOM91819502025

HOTELSCOM91819502025	Police Career Services	TRAVEL AGENCIES	\$931.56
<i>HOTELSCOM91819502025 - Total For Police Career Services</i>			<i>\$931.56</i>
HOTELSCOM91819502025 - ALL DEPARTMENTS			\$931.56

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Baler Processing	Lifting straps/slings	\$442.26
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Baler Processing</i>			<i>\$442.26</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$442.26

Hulu Ads 888-265-665

Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES Hogadon	\$163.43
Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES	\$175.91
Hulu Ads 888-265-665	Hogadon - Operations	ADVERTISING SERVICES Hogadon	\$36.31
<i>Hulu Ads 888-265-665 - Total For Hogadon - Operations</i>			\$375.65
Hulu Ads 888-265-665 - ALL DEPARTMENTS			\$375.65

IACA

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

IACP

IACP	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	\$240.00
<i>IACP - Total For Police Administration</i>			\$240.00
IACP	Police Career Services	MEMBERSHIP ORGANIZATIONS NOT ELSEWH	(\$425.00)
<i>IACP - Total For Police Career Services</i>			(\$425.00)
IACP - ALL DEPARTMENTS			(\$185.00)

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Construction / compaction testing	\$394.00
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			\$394.00
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$394.00

IND HARRY IZZYS

IND HARRY IZZYS	Sewer Wastewater Collection meal while at training		\$45.40
<i>IND HARRY IZZYS - Total For Sewer Wastewater Collection</i>			\$45.40
IND HARRY IZZYS - ALL DEPARTMENTS			\$45.40

INDIANA CC CONCESS

INDIANA CC CONCESS	Sewer Wastewater Collection meal while at training		\$28.00
<i>INDIANA CC CONCESS - Total For Sewer Wastewater Collection</i>			\$28.00

INDIANA CC CONCESS - ALL DEPARTMENTS \$28.00

INST. OF POLICE TECH

INST. OF POLICE TECH	Police Career Services	MISCELLANEOUS AND RETAIL STORES	\$1,195.00
INST. OF POLICE TECH	Police Career Services	MISCELLANEOUS AND RETAIL STORES	\$1,195.00

INST. OF POLICE TECH - Total For Police Career Services \$2,390.00

INST. OF POLICE TECH - ALL DEPARTMENTS \$2,390.00

INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	SECOND DOOR SOLENOID VALVE, ELECTRICA	\$650.00
INTUIT, INC.	Balefill - Baler Processing	SECOND HYDRAULIC SOLENOID VALVE	\$1,950.00

INTUIT, INC. - Total For Balefill - Baler Processing \$2,600.00

INTUIT, INC.	Capital Projects Fund	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$250.00
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INTUIT, INC. - Total For Capital Projects Fund \$250.00

INTUIT, INC.	Hogadon - Operations	Safety Ties	\$23.91
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INTUIT, INC. - Total For Hogadon - Operations \$23.91

INTUIT, INC.	Police Career Services	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$250.00
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INTUIT, INC.	Police Career Services	MISCELLANEOUS PERSONAL SERVICES	\$615.82
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INTUIT, INC. - Total For Police Career Services \$865.82

INTUIT, INC.	Water Tanks	MTN. RD. BOOSTER CRANE INSPECTION	\$182.50
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INTUIT, INC. - Total For Water Tanks \$182.50

INTUIT, INC. - ALL DEPARTMENTS \$3,922.23

ITRON

ITRON	Water Meters	Maintenance Renewal	\$8,213.12
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ITRON - Total For Water Meters \$8,213.12

ITRON - ALL DEPARTMENTS \$8,213.12

JERSEY MIKES

JERSEY MIKES	Police Career Services	EATING PLACES, RESTAURANTS	\$251.80
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JERSEY MIKES - Total For Police Career Services \$251.80

JERSEY MIKES - ALL DEPARTMENTS \$251.80

JOSEPH MARKIEWICZ

JOSEPH MARKIEWICZ	Police Grants Fund	Travel reimbursement - 2022 Meth Conferen	\$1,109.17
<i>JOSEPH MARKIEWICZ - Total For Police Grants Fund</i>			<i>\$1,109.17</i>
JOSEPH MARKIEWICZ - ALL DEPARTMENTS			\$1,109.17

KCWY-TV

KCWY-TV	Hogadon - Operations	Television advertising	\$300.00
<i>KCWY-TV - Total For Hogadon - Operations</i>			<i>\$300.00</i>
KCWY-TV - ALL DEPARTMENTS			\$300.00

KIWANIS CLUB

KIWANIS CLUB	City Attorney	Active Member Quarterly Dues	\$228.00
<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
KIWANIS CLUB - ALL DEPARTMENTS			\$228.00

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Polymer for dewatering	\$7,158.54
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$7,158.54</i>
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$7,158.54

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Turnout Cleaner	\$147.32
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$147.32</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$147.32

LAWSON PRODUCTS INC

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

LE MERIDIEN INDIANAP

LE MERIDIEN INDIANAP	Sewer Wastewater Collection meal while at training		\$23.62
LE MERIDIEN INDIANAP	Sewer Wastewater Collection meal while at training		\$26.89
LE MERIDIEN INDIANAP	Sewer Wastewater Collection meal while at training		\$17.17

LE MERIDIEN INDIANAP - Total For Sewer Wastewater Collection \$67.68

LE MERIDIEN INDIANAP - ALL DEPARTMENTS \$67.68

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Janitorial / cleaning services - February 2022	\$260.00
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LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill \$260.00

LISA'S SPIC N SPAN - ALL DEPARTMENTS \$260.00

LITTLE CAESARS

LITTLE CAESARS	Fire-EMS Training	Meal for academy training.	\$69.93
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LITTLE CAESARS - Total For Fire-EMS Training \$69.93

LITTLE CAESARS - ALL DEPARTMENTS \$69.93

LLRMI

LLRMI	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$525.00
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LLRMI - Total For Police Career Services \$525.00

LLRMI - ALL DEPARTMENTS \$525.00

LOAF N JUG #0106

LOAF N JUG #0106	Fire-EMS Operations	Fuel	\$14.40
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LOAF N JUG #0106	Fire-EMS Operations	Propane	\$50.38
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LOAF N JUG #0106 - Total For Fire-EMS Operations \$64.78

LOAF N JUG #0106 - ALL DEPARTMENTS \$64.78

LOAF N JUG #0127

LOAF N JUG #0127	Fire-EMS Operations	Fuel	\$32.00
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LOAF N JUG #0127 - Total For Fire-EMS Operations \$32.00

LOAF N JUG #0127 - ALL DEPARTMENTS \$32.00

LOBBYTV

LOBBYTV Police Administration COMPUTER SOFTWARE STORES \$20.00

LOBBYTV Police Administration COMPUTER SOFTWARE STORES \$180.00

LOBBYTV - Total For Police Administration \$200.00

LOBBYTV - ALL DEPARTMENTS \$200.00

LOGMEIN GOTOMYPC.COM

LOGMEIN GOTOMYPC.COM Police Administration CONTINUITY/SUBSCRIPTION MERCHANTS (\$28.80)

LOGMEIN GOTOMYPC.COM - Total For Police Administration (\$28.80)

LOGMEIN GOTOMYPC.COM - ALL DEPARTMENTS (\$28.80)

LONG BUILDING TECHNO

LONG BUILDING TECHNO Information Services S2 Access Control maintenance renewal \$4,027.50

LONG BUILDING TECHNO - Total For Information Services \$4,027.50

LONG BUILDING TECHNO - ALL DEPARTMENTS \$4,027.50

LUBRICATION ENGINEER

LUBRICATION ENGINEER WWTP Operations Lubricant \$942.47

LUBRICATION ENGINEER - Total For WWTP Operations \$942.47

LUBRICATION ENGINEER - ALL DEPARTMENTS \$942.47

LWKS SOFTWARE LTD

LWKS SOFTWARE LTD Police Administration COMPUTER SOFTWARE STORES \$389.99

LWKS SOFTWARE LTD - Total For Police Administration \$389.99

LWKS SOFTWARE LTD - ALL DEPARTMENTS \$389.99

MCDONALD'S F13573

MCDONALD'S F13573 Fire-EMS Training Lunch for Stafford and Mason while at the Sc \$23.19

MCDONALD'S F13573 - Total For Fire-EMS Training \$23.19

MCDONALD'S F13573 - ALL DEPARTMENTS

\$23.19

MENARDS CASPER WY

MENARDS CASPER WY	Aquatics - Operations	Paint for Life Jacket Hooks	\$11.97
<i>MENARDS CASPER WY - Total For Aquatics - Operations</i>			<i>\$11.97</i>
MENARDS CASPER WY	Balefill - Baler Processing	EPOXY PAINT FOR FLOOR OF BALER BUILDIN	\$559.92
<i>MENARDS CASPER WY - Total For Balefill - Baler Processing</i>			<i>\$559.92</i>
MENARDS CASPER WY	Buildings & Structures Fund	Vent pipe repair supplies for Fire Station 5 -	\$42.87
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$42.87</i>
MENARDS CASPER WY	Regional Water Operations	Hypo Quill Parts	\$84.64
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$84.64</i>
MENARDS CASPER WY	Traffic Control	Light for Traffic shop	\$79.99
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$79.99</i>
MENARDS CASPER WY	Water Distribution	DEF	\$113.80
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$113.80</i>
MENARDS CASPER WY	Water Tanks	HEX SET	\$15.97
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$15.97</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$909.16

MERRELL.COM

MERRELL.COM	Police Career Services	SHOE STORES	\$134.40
<i>MERRELL.COM - Total For Police Career Services</i>			<i>\$134.40</i>
MERRELL.COM - ALL DEPARTMENTS			\$134.40

MIKE GIBSON MANUFACT

MIKE GIBSON MANUFACT	Capital Projects Fund	Turning Target System	\$34,021.00
<i>MIKE GIBSON MANUFACT - Total For Capital Projects Fund</i>			<i>\$34,021.00</i>
MIKE GIBSON MANUFACT - ALL DEPARTMENTS			\$34,021.00

MILE HIGH SHOOTING A

MILE HIGH SHOOTING A	Police Administration	Ammunition	\$14,881.10
<i>MILE HIGH SHOOTING A - Total For Police Administration</i>			<i>\$14,881.10</i>

MILE HIGH SHOOTING A - ALL DEPARTMENTS \$14,881.10

ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$157.00
ML AUTOMOTIVE	Fleet Maintenance Fund	Vehicle alignment	\$182.00
<i>ML AUTOMOTIVE - Total For Fleet Maintenance Fund</i>			\$339.00

ML AUTOMOTIVE - ALL DEPARTMENTS \$339.00

MODERN ELECTRIC CORP

MODERN ELECTRIC CORP	Balefill - Diversion & Special	Emergency light repair	\$582.00
<i>MODERN ELECTRIC CORP - Total For Balefill - Diversion & Special</i>			\$582.00

MODERN ELECTRIC CORP - ALL DEPARTMENTS \$582.00

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Cart filters	\$646.98
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			\$646.98

MOTION AND FLOW CONT - ALL DEPARTMENTS \$646.98

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Capital Projects Fund	Purchase 9 mobile radios for new units	\$39,390.20
<i>MOTOROLA SOLUTIONS - Total For Capital Projects Fund</i>			\$39,390.20

MOTOROLA SOLUTIONS - ALL DEPARTMENTS \$39,390.20

MOUNTAIN SPORTS

MOUNTAIN SPORTS	Police Investigations	BICYCLE SHOPS-SALES AND SERVICE	\$79.98
<i>MOUNTAIN SPORTS - Total For Police Investigations</i>			\$79.98
MOUNTAIN SPORTS	Police Patrol	BICYCLE SHOPS-SALES AND SERVICE	(\$20.00)
MOUNTAIN SPORTS	Police Patrol	BICYCLE SHOPS-SALES AND SERVICE	\$39.99
<i>MOUNTAIN SPORTS - Total For Police Patrol</i>			\$19.99

MOUNTAIN SPORTS - ALL DEPARTMENTS \$99.97

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Ft. Caspar Museum	Mormon Ferry brochure	\$210.15
<i>MOUNTAIN STATES LITH - Total For Ft. Caspar Museum</i>			<i>\$210.15</i>
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$210.15

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$49.95
<i>MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund</i>			<i>\$49.95</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$1,000.00</i>
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$1,049.95

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Parks - Parks Maint.	new spud bar for scotts truck	\$54.99
<i>MURDOCH'S RANCH&HOME - Total For Parks - Parks Maint.</i>			<i>\$54.99</i>
MURDOCH'S RANCH&HOME - ALL DEPARTMENTS			\$54.99

NADA- INDIANAPOLIS,

NADA- INDIANAPOLIS,	Sewer Wastewater Collection	meal while at training	\$64.10
<i>NADA- INDIANAPOLIS, - Total For Sewer Wastewater Collection</i>			<i>\$64.10</i>
NADA- INDIANAPOLIS, - ALL DEPARTMENTS			\$64.10

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Regional Water Operations	Adapter	\$6.49
NAPA AUTO PARTS CORP	Regional Water Operations	Decant Pump Parts/Shop Supplies	\$72.06
NAPA AUTO PARTS CORP	Regional Water Operations	Shop Supplies	\$65.16
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$143.71</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$143.71

NAT ASSOC FOR SEARCH

NAT ASSOC FOR SEARCH	Fire-EMS Administration	Annual Membership	\$75.00
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NAT ASSOC FOR SEARCH - Total For Fire-EMS Administration	\$75.00
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NAT ASSOC FOR SEARCH - ALL DEPARTMENTS	\$75.00
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NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Juvenile detention - October 2021	\$7,500.00
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NATRONA COUNTY OFFIC - Total For Police Administration			\$7,500.00
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NATRONA COUNTY OFFIC	Police Grants Fund	Equitable sharing check for DCI #2021-0920	\$1,208.80
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NATRONA COUNTY OFFIC - Total For Police Grants Fund			\$1,208.80
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NATRONA COUNTY OFFIC - ALL DEPARTMENTS	\$8,708.80
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NETWORK COMMUNICATIO

NETWORK COMMUNICATIO	Metro Animal Control	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$10.00
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NETWORK COMMUNICATIO - Total For Metro Animal Control			\$10.00
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NETWORK COMMUNICATIO - ALL DEPARTMENTS	\$10.00
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NEW BELGIUM HUB

NEW BELGIUM HUB	Fire-EMS Training	Meal while attending FDSOA conference	\$19.88
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NEW BELGIUM HUB - Total For Fire-EMS Training			\$19.88
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NEW BELGIUM HUB - ALL DEPARTMENTS	\$19.88
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NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Gloves & welding cap	\$172.30
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NORCO, INC. - Total For Balefill - Baler Processing			\$172.30
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NORCO, INC.	Balefill - Disposal & Landfill	Methane sensor	\$1,400.00
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NORCO, INC.	Balefill - Disposal & Landfill	Methane sensor	\$15.30
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NORCO, INC. - Total For Balefill - Disposal & Landfill			\$1,415.30
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NORCO, INC.	Cemetery	NORCO FIRE EXT BRACKETS	\$6.06
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NORCO, INC. - Total For Cemetery			\$6.06
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$192.30
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$1,153.80
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$544.00
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$190.40
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NORCO, INC.	Fire-EMS Operations	EMS Gloves	\$2,038.38
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<i>NORCO, INC. - Total For Fire-EMS Operations</i>			<i>\$4,118.88</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder rental	\$131.04
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$131.04</i>
NORCO, INC.	Ice Arena - Operations	CUSTODIAL SUPPLIES - Disinfectant, squeegee	\$96.79
NORCO, INC.	Ice Arena - Operations	CUSTODIAL SUPPLIES - Squeegee Floor Scrub	\$45.51
<i>NORCO, INC. - Total For Ice Arena - Operations</i>			<i>\$142.30</i>
NORCO, INC.	Parks - Parks Maint.	Ear plugs for crew	\$55.84
<i>NORCO, INC. - Total For Parks - Parks Maint.</i>			<i>\$55.84</i>
NORCO, INC.	Refuse - Commercial	Garbage bags, flashlights & batteries	\$122.13
<i>NORCO, INC. - Total For Refuse - Commercial</i>			<i>\$122.13</i>
NORCO, INC.	Refuse - Recycling	Water filter & gasket	\$34.43
NORCO, INC.	Refuse - Recycling	Degreaser	\$116.64
NORCO, INC.	Refuse - Recycling	Garbage bags, flashlights & batteries	\$625.20
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$776.27</i>
NORCO, INC. - ALL DEPARTMENTS			\$6,940.12

NORTHERN LIGHTS MANU

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

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Diversion & Special	Friction ring kit, wrenches, clamps	\$613.52
<i>NORTHWEST CONTRACTOR - Total For Balefill - Diversion & Special</i>			<i>\$613.52</i>
NORTHWEST CONTRACTOR	Buildings & Structures Fund	Roofing repair supplies for Water Garage	\$85.45
<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			<i>\$85.45</i>
NORTHWEST CONTRACTOR	Traffic Control	Marking tape for luminaire outages	\$11.34
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$11.34</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$710.31

NSAA

NSAA	Hogadon - Operations	Safety cards	\$35.00
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NSAA - Total For Hogadon - Operations \$35.00

NSAA - ALL DEPARTMENTS \$35.00

NUTECH

NUTECH Fleet Maintenance Fund Whitewall cleaner \$906.08

NUTECH - Total For Fleet Maintenance Fund \$906.08

NUTECH - ALL DEPARTMENTS \$906.08

ONE CALL OF WY.

ONE CALL OF WY. Parks - Parks Maint. Tickets for February 2022 \$39.75

ONE CALL OF WY. Parks - Parks Maint. Tickets for January 2022 / Membership \$56.50

ONE CALL OF WY. Parks - Parks Maint. Tickets for December 2021 \$40.50

ONE CALL OF WY. - Total For Parks - Parks Maint. \$136.75

ONE CALL OF WY. Sewer Wastewater Collection Tickets for February 2022 \$161.32

ONE CALL OF WY. - Total For Sewer Wastewater Collection \$161.32

ONE CALL OF WY. Traffic Control Tickets for February 2022 \$93.00

ONE CALL OF WY. - Total For Traffic Control \$93.00

ONE CALL OF WY. Water Distribution Tickets for February 2022 \$197.18

ONE CALL OF WY. - Total For Water Distribution \$197.18

ONE CALL OF WY. - ALL DEPARTMENTS \$588.25

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS Police Patrol AUTOMOTIVE PARTS, ACCESSORIES STORES \$183.45

O'REILLY AUTO PARTS - Total For Police Patrol \$183.45

O'REILLY AUTO PARTS - ALL DEPARTMENTS \$183.45

ORKIN LLC 002

ORKIN LLC 002 Hogadon - Operations Pest Control \$257.94

ORKIN LLC 002 - Total For Hogadon - Operations \$257.94

ORKIN LLC 002 - ALL DEPARTMENTS \$257.94

PAPPAS BAR-B-Q

PAPPAS BAR-B-Q	Fire-EMS Training	Meal for Barager, Stafford, and Mason while	\$70.09
<i>PAPPAS BAR-B-Q - Total For Fire-EMS Training</i>			<i>\$70.09</i>
PAPPAS BAR-B-Q - ALL DEPARTMENTS			\$70.09

PAYPAL MKBURGE

PAYPAL MKBURGE	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$155.00
PAYPAL MKBURGE	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$155.00
PAYPAL MKBURGE	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$155.00
<i>PAYPAL MKBURGE - Total For Police Investigations</i>			<i>\$465.00</i>
PAYPAL MKBURGE - ALL DEPARTMENTS			\$465.00

PEAVEY CORP.

PEAVEY CORP.	Police Investigations	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$150.84
<i>PEAVEY CORP. - Total For Police Investigations</i>			<i>\$150.84</i>
PEAVEY CORP. - ALL DEPARTMENTS			\$150.84

PEDEN'S INC

PEDEN'S INC	Police Career Services	Embroidery service	\$30.00
<i>PEDEN'S INC - Total For Police Career Services</i>			<i>\$30.00</i>
PEDEN'S INC - ALL DEPARTMENTS			\$30.00

PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	WWTP Operations	Cut hole in stainless steel piping	\$80.00
<i>PEPPER TANK & CONTRA - Total For WWTP Operations</i>			<i>\$80.00</i>
PEPPER TANK & CONTRA - ALL DEPARTMENTS			\$80.00

PEREGRINE GLOBAL SER

PEREGRINE GLOBAL SER	Police Career Services	Bridge To Supervision/EvaluSkills Assessment	\$7,990.00
<i>PEREGRINE GLOBAL SER - Total For Police Career Services</i>			<i>\$7,990.00</i>
PEREGRINE GLOBAL SER - ALL DEPARTMENTS			\$7,990.00

PERKINS RESTAURANT

PERKINS RESTAURANT	Police Career Services	EATING PLACES, RESTAURANTS	\$50.90
<i>PERKINS RESTAURANT - Total For Police Career Services</i>			<i>\$50.90</i>
PERKINS RESTAURANT - ALL DEPARTMENTS			\$50.90

PETCO 1456

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$31.48
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$31.48</i>
PETCO 1456 - ALL DEPARTMENTS			\$31.48

PETSMART #3082

PETSMART #3082	Metro Animal Control	PET SHOPS-PET FOOD AND SUPPLY STORES	\$19.99
<i>PETSMART #3082 - Total For Metro Animal Control</i>			<i>\$19.99</i>
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$15.99
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$105.65
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$39.99
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$127.97
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$44.28
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$94.18
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$428.06</i>
PETSMART #3082 - ALL DEPARTMENTS			\$448.05

PF CHANGS #8400

PF CHANGS #8400	Sewer Wastewater Collection meal while at training		\$39.95
<i>PF CHANGS #8400 - Total For Sewer Wastewater Collection</i>			<i>\$39.95</i>
PF CHANGS #8400 - ALL DEPARTMENTS			\$39.95

PHILLIPS 66 - LONGMO

PHILLIPS 66 - LONGMO	Police Career Services	AUTOMATED FUEL DISPENSERS	\$48.00
<i>PHILLIPS 66 - LONGMO - Total For Police Career Services</i>			<i>\$48.00</i>
PHILLIPS 66 - LONGMO - ALL DEPARTMENTS			\$48.00

PHX T3 AJO ALS

PHX T3 AJO ALS	Fire-EMS Training	Meal while attending the FDSOA conference	\$17.23
<i>PHX T3 AJO ALS - Total For Fire-EMS Training</i>			\$17.23
PHX T3 AJO ALS - ALL DEPARTMENTS			\$17.23

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing / postage / mailing service	\$3,224.64
POSTAL PROS, INC.	Customer Service	Printing / postage / mailing service	\$3,214.52
<i>POSTAL PROS, INC. - Total For Customer Service</i>			\$6,439.16
POSTAL PROS, INC. - ALL DEPARTMENTS			\$6,439.16

POWERPHONE INC

POWERPHONE INC	Public Safety Communication	Online training - Combined certification	\$131.00
POWERPHONE INC	Public Safety Communication	Online training - EMD recertification	\$1,032.00
<i>POWERPHONE INC - Total For Public Safety Communications</i>			\$1,163.00
POWERPHONE INC - ALL DEPARTMENTS			\$1,163.00

PP FBINAACHPTR

PP FBINAACHPTR	Police Career Services	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$62.00
<i>PP FBINAACHPTR - Total For Police Career Services</i>			\$62.00
PP FBINAACHPTR - ALL DEPARTMENTS			\$62.00

PP LABARISTAIN

PP LABARISTAIN	Fire-EMS Administration	Coffee for crews on a regional response call	\$34.77
<i>PP LABARISTAIN - Total For Fire-EMS Administration</i>			\$34.77
PP LABARISTAIN - ALL DEPARTMENTS			\$34.77

PRISTINE AUTO SOLUTI

PRISTINE AUTO SOLUTI	Police Administration	CAR WASHES	\$160.00
<i>PRISTINE AUTO SOLUTI - Total For Police Administration</i>			\$160.00

PRISTINE AUTO SOLUTI - ALL DEPARTMENTS \$160.00

PTGC LLC GOLETA

PTGC LLC GOLETA Police Career Services SERVICE STATIONS \$50.00

PTGC LLC GOLETA - Total For Police Career Services \$50.00

PTGC LLC GOLETA - ALL DEPARTMENTS \$50.00

QT 1490

QT 1490 Police Career Services AUTOMATED FUEL DISPENSERS \$24.01

QT 1490 - Total For Police Career Services \$24.01

QT 1490 - ALL DEPARTMENTS \$24.01

RAILROAD MGMT CO III

RAILROAD MGMT CO III Water Administration License fees 06/16/22 - 06/15/23 \$313.34

RAILROAD MGMT CO III - Total For Water Administration \$313.34

RAILROAD MGMT CO III - ALL DEPARTMENTS \$313.34

RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO Buildings & Structures Fund 5 year inspection \$575.00

RAPID FIRE PROTECTIO - Total For Buildings & Structures Fund \$575.00

RAPID FIRE PROTECTIO - ALL DEPARTMENTS \$575.00

RECYKLING INDUSTRIAL

RECYKLING INDUSTRIAL Balefill - Baler Processing Tech support service \$1,560.00

RECYKLING INDUSTRIAL Balefill - Baler Processing Tech support service \$1,800.00

RECYKLING INDUSTRIAL Balefill - Baler Processing Tech support service \$1,920.00

RECYKLING INDUSTRIAL - Total For Balefill - Baler Processing \$5,280.00

RECYKLING INDUSTRIAL - ALL DEPARTMENTS \$5,280.00

RICOH USA INC

RICOH USA INC Police Administration Copier usage - 1/24/22 to 4/23/22 \$400.68

RICOH USA INC - Total For Police Administration \$400.68

RICOH USA INC - ALL DEPARTMENTS \$400.68

RMI CASPER

RMI CASPER Regional Water Operations Safety Room - Safety Equipment & Supplies \$517.21

RMI CASPER - Total For Regional Water Operations \$517.21

RMI CASPER - ALL DEPARTMENTS \$517.21

Rocky Mountain

Rocky Mountain Regional Water Operations Miscellaneous Item \$4,167.77

Rocky Mountain - Total For Regional Water Operations \$4,167.77

Rocky Mountain Water Distribution Monthly rental \$23.40

Rocky Mountain - Total For Water Distribution \$23.40

Rocky Mountain - ALL DEPARTMENTS \$4,191.17

ROCKY MOUNTAIN ACCRE

ROCKY MOUNTAIN ACCRE Police Administration Membership dues - 2022 \$225.00

ROCKY MOUNTAIN ACCRE - Total For Police Administration \$225.00

ROCKY MOUNTAIN ACCRE - ALL DEPARTMENTS \$225.00

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER Aquatics - Operations Acct #54730761-112 9 \$346.80

ROCKY MOUNTAIN POWER Aquatics - Operations Acct #54730761-088 1 \$3,505.41

ROCKY MOUNTAIN POWER - Total For Aquatics - Operations \$3,852.21

ROCKY MOUNTAIN POWER Cemetery Acct #54730761-092 3 \$118.82

ROCKY MOUNTAIN POWER - Total For Cemetery \$118.82

ROCKY MOUNTAIN POWER Ft. Caspar Museum Acct #54730761-098 0 \$532.10

ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum \$532.10

ROCKY MOUNTAIN POWER Ice Arena - Operations Acct #54730761-101 2 \$3,110.47

ROCKY MOUNTAIN POWER Ice Arena - Operations Acct #54730761-147 5 \$4,128.93

ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations \$7,239.40

ROCKY MOUNTAIN POWER Parks - Parks Maint. Acct #54730761-103 8 \$2,560.72

ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint. \$2,560.72

ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-132 7	\$2,975.65
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			<i>\$2,975.65</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$243.86
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$243.86</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$48,467.67
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$48,467.67</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$226.99
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$226.99</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$66,217.42

ROOT DOWN REST- AIRP

ROOT DOWN REST- AIRP	Sewer Wastewater Collection meal while at training		\$54.63
<i>ROOT DOWN REST- AIRP - Total For Sewer Wastewater Collection</i>			<i>\$54.63</i>
ROOT DOWN REST- AIRP - ALL DEPARTMENTS			\$54.63

Rooter

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

ROUTE 26 MART

ROUTE 26 MART	Police Career Services	SERVICE STATIONS	\$34.65
<i>ROUTE 26 MART - Total For Police Career Services</i>			<i>\$34.65</i>
ROUTE 26 MART - ALL DEPARTMENTS			\$34.65

SAFE KIDS WORLDWIDE

SAFE KIDS WORLDWIDE	Fire-EMS Training	CPS certification for Hayford	\$55.00
SAFE KIDS WORLDWIDE	Fire-EMS Training	CPS Certification for Miller - Car Seat Tech	\$55.00
<i>SAFE KIDS WORLDWIDE - Total For Fire-EMS Training</i>			<i>\$110.00</i>
SAFE KIDS WORLDWIDE - ALL DEPARTMENTS			\$110.00

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	COFFEE FOR LDF	\$24.98
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$24.98</i>
SAMS CLUB #6425	Ice Arena - Operations	CUSTODIAL SUPPLIES - Paper Towel, Toilet	\$198.86
<i>SAMS CLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$198.86</i>
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$12.84
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS	\$31.44
<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$44.28</i>
SAMS CLUB #6425	Police Career Services	WHOLESALE CLUBS	\$451.39
<i>SAMS CLUB #6425 - Total For Police Career Services</i>			<i>\$451.39</i>
SAMS CLUB #6425	Police Patrol	WHOLESALE CLUBS	\$75.42
<i>SAMS CLUB #6425 - Total For Police Patrol</i>			<i>\$75.42</i>
SAMS CLUB #6425	Police Traffic Enforcement	WHOLESALE CLUBS	\$39.76
<i>SAMS CLUB #6425 - Total For Police Traffic Enforcement</i>			<i>\$39.76</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$834.69

SAMSCLUB #6425

SAMSCLUB #6425	Balefill - Disposal & Landfill	SCALEHOUSE SUPPLIES	\$81.50
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$81.50</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Resale Food	\$134.38
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS	\$110.52
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Food resale items	\$356.92
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$601.82</i>
SAMSCLUB #6425	Ice Arena - Operations	Custodial Supplies - Soap for Concession	\$27.16
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$27.16</i>
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS	\$95.12
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS	\$3.82
<i>SAMSCLUB #6425 - Total For Police Administration</i>			<i>\$98.94</i>
SAMSCLUB #6425	Police Career Services	WHOLESALE CLUBS	\$6.87
<i>SAMSCLUB #6425 - Total For Police Career Services</i>			<i>\$6.87</i>
SAMSCLUB #6425	Police Traffic Enforcement	WHOLESALE CLUBS	(\$25.96)
SAMSCLUB #6425	Police Traffic Enforcement	WHOLESALE CLUBS	\$25.96
<i>SAMSCLUB #6425 - Total For Police Traffic Enforcement</i>			<i>\$0.00</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$816.29

SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	3" Big 10 Hose	\$1,961.04
<i>SEA-WESTERN INC - Total For Fire-EMS Operations</i>			<i>\$1,961.04</i>
SEA-WESTERN INC - ALL DEPARTMENTS			\$1,961.04

SHELL OIL 1268913800

SHELL OIL 1268913800	Police Career Services	AUTOMATED FUEL DISPENSERS	\$19.54
<i>SHELL OIL 1268913800 - Total For Police Career Services</i>			<i>\$19.54</i>
SHELL OIL 1268913800 - ALL DEPARTMENTS			\$19.54

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$29.88
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$36.15
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$80.29
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$146.32</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$146.32

SHIRTS & MORE INC

SHIRTS & MORE INC	Capital Projects Fund	Vehicle vinyl wrap	\$600.00
SHIRTS & MORE INC	Capital Projects Fund	Vehicle vinyl wrap	\$600.00
<i>SHIRTS & MORE INC - Total For Capital Projects Fund</i>			<i>\$1,200.00</i>
SHIRTS & MORE INC - ALL DEPARTMENTS			\$1,200.00

SHUTTERFLY

SHUTTERFLY	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$71.39
SHUTTERFLY	Police Administration	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$350.90
<i>SHUTTERFLY - Total For Police Administration</i>			<i>\$422.29</i>
SHUTTERFLY - ALL DEPARTMENTS			\$422.29

SIRCHIE FINGER PRINT

SIRCHIE FINGER PRINT	Police Investigations	COMMERCIAL EQUIPMENT, NOT ELSEWHER	\$334.82
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SIRCHIE FINGER PRINT - Total For Police Investigations \$334.82

SIRCHIE FINGER PRINT - ALL DEPARTMENTS \$334.82

SKYLINE RANCHES

SKYLINE RANCHES Sewer Fund Feb. 2022 retail sewer revenue/201 sewer bi \$1,071.11

SKYLINE RANCHES Sewer Fund Feb. 2022 retail sewer revenue/201 sewer bi (\$107.11)

SKYLINE RANCHES - Total For Sewer Fund \$964.00

SKYLINE RANCHES WWTP Revenue and Transfer Feb. 2022 retail sewer revenue/201 sewer bi (\$617.11)

SKYLINE RANCHES - Total For WWTP Revenue and Transfers (\$617.11)

SKYLINE RANCHES - ALL DEPARTMENTS \$346.89

SMARSH, INC

SMARSH, INC Information Services Archive Email \$1,954.00

SMARSH, INC - Total For Information Services \$1,954.00

SMARSH, INC - ALL DEPARTMENTS \$1,954.00

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL Police Administration Confidential legal or medical services \$3,000.00

SMITH PSYCHOLOGICAL - Total For Police Administration \$3,000.00

SMITH PSYCHOLOGICAL Police Career Services Confidential legal or medical matters \$400.00

SMITH PSYCHOLOGICAL Police Career Services Confidential legal or medical services \$400.00

SMITH PSYCHOLOGICAL - Total For Police Career Services \$800.00

SMITH PSYCHOLOGICAL - ALL DEPARTMENTS \$3,800.00

SOFT DR INC

SOFT DR INC Municipal Court Water delivery \$21.55

SOFT DR INC - Total For Municipal Court \$21.55

SOFT DR INC - ALL DEPARTMENTS \$21.55

SONESTA IRVINE ORANG

SONESTA IRVINE ORANG Police Career Services SONESTA HOTELS \$161.66

SONESTA IRVINE ORANG - Total For Police Career Services \$161.66

SONESTA IRVINE ORANG - ALL DEPARTMENTS

\$161.66

SONNYS RV SALES

SONNYS RV SALES	Streets	February Propane	\$81.27
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<i>SONNYS RV SALES - Total For Streets</i>			\$81.27
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SONNYS RV SALES - ALL DEPARTMENTS

\$81.27

SOURCE OFFICE

SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$131.82
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SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$372.30
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<i>SOURCE OFFICE - Total For Public Safety Communications</i>			\$504.12
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SOURCE OFFICE - ALL DEPARTMENTS

\$504.12

SPARE LABS INC

SPARE LABS INC	Public Transit - CARES Act	Metered Max Active Vehicles - Feb. 2022	\$750.00
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<i>SPARE LABS INC - Total For Public Transit - CARES Act</i>			\$750.00
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SPARE LABS INC - ALL DEPARTMENTS

\$750.00

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Police Administration	SPORTING GOODS STORES	\$30.98
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<i>SPORTSMANS WAREHOUSE - Total For Police Administration</i>			\$30.98
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SPORTSMANS WAREHOUSE - ALL DEPARTMENTS

\$30.98

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Engineering	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$14.00
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SQ COMPUTER PROFESS	Engineering	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$14.00
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<i>SQ COMPUTER PROFESS - Total For Engineering</i>			\$28.00
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SQ COMPUTER PROFESS - ALL DEPARTMENTS

\$28.00

SQ GREAT HARVEST BA

SQ GREAT HARVEST BA	Police Administration	FAST FOOD RESTAURANTS	\$68.00
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SQ GREAT HARVEST BA - Total For Police Administration \$68.00

SQ GREAT HARVEST BA - ALL DEPARTMENTS \$68.00

SQ PAPA JOHNS

SQ PAPA JOHNS Ice Arena - Concessions Papa Johns Pizza (Birthday Parties) Orders fr \$166.76

SQ PAPA JOHNS - Total For Ice Arena - Concessions \$166.76

SQ PAPA JOHNS - ALL DEPARTMENTS \$166.76

SQ PEDEN'S INC.

SQ PEDEN'S INC. Fire-EMS Operations Uniforms \$20.00

SQ PEDEN'S INC. - Total For Fire-EMS Operations \$20.00

SQ PEDEN'S INC. Human Resources 2 x Retirement Plaques \$70.00

SQ PEDEN'S INC. - Total For Human Resources \$70.00

SQ PEDEN'S INC. Police Career Services MEN'S AND WOMEN'S CLOTHING STORES \$125.00

SQ PEDEN'S INC. Police Career Services MEN'S AND WOMEN'S CLOTHING STORES \$244.00

SQ PEDEN'S INC. - Total For Police Career Services \$369.00

SQ PEDEN'S INC. - ALL DEPARTMENTS \$459.00

SQ STEAMBOAT DELI

SQ STEAMBOAT DELI City Manager Lunch meeting \$42.73

SQ STEAMBOAT DELI - Total For City Manager \$42.73

SQ STEAMBOAT DELI Police Administration EATING PLACES, RESTAURANTS \$103.80

SQ STEAMBOAT DELI - Total For Police Administration \$103.80

SQ STEAMBOAT DELI - ALL DEPARTMENTS \$146.53

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC Buildings & Structures Fund Electrician for PD Evidence Drying Rooms at \$1,292.13

SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund \$1,292.13

SQ SUMMIT ELECTRIC - ALL DEPARTMENTS \$1,292.13

STAPLES

STAPLES Fire-EMS Administration Printing maps while plotter was down \$25.20

STAPLES	Fire-EMS Administration	Printer Ink for Training Captain's Office	\$92.98
<i>STAPLES - Total For Fire-EMS Administration</i>			<i>\$118.18</i>
STAPLES	Golf - Operations	Golf Shop Software, cameras	\$78.96
<i>STAPLES - Total For Golf - Operations</i>			<i>\$78.96</i>
STAPLES	Hogadon - Admin	Office Supplies	\$220.94
<i>STAPLES - Total For Hogadon - Admin</i>			<i>\$220.94</i>
STAPLES	Parks - Parks Maint.	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$14.28
<i>STAPLES - Total For Parks - Parks Maint.</i>			<i>\$14.28</i>
STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$17.98
<i>STAPLES - Total For Police Administration</i>			<i>\$17.98</i>
STAPLES	Police Federal Grants	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$85.46
<i>STAPLES - Total For Police Federal Grants</i>			<i>\$85.46</i>
STAPLES	Streets	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$14.27
<i>STAPLES - Total For Streets</i>			<i>\$14.27</i>
STAPLES - ALL DEPARTMENTS			\$550.07

STAPLES DIRECT

STAPLES DIRECT	City Manager	Office supplies	\$85.73
<i>STAPLES DIRECT - Total For City Manager</i>			<i>\$85.73</i>
STAPLES DIRECT	Parks - Parks Maint.	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$38.55
<i>STAPLES DIRECT - Total For Parks - Parks Maint.</i>			<i>\$38.55</i>
STAPLES DIRECT	Police Traffic Enforcement	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$142.26
STAPLES DIRECT	Police Traffic Enforcement	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$140.90
<i>STAPLES DIRECT - Total For Police Traffic Enforcement</i>			<i>\$283.16</i>
STAPLES DIRECT	Streets	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$38.54
<i>STAPLES DIRECT - Total For Streets</i>			<i>\$38.54</i>
STAPLES DIRECT - ALL DEPARTMENTS			\$445.98

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - March 2022	\$4,044.17
<i>STATE OF WY. - Total For Health Insurance Fund</i>			<i>\$4,044.17</i>
STATE OF WY.	WWTP Operations	Loan #CW077	\$140,172.28
<i>STATE OF WY. - Total For WWTP Operations</i>			<i>\$140,172.28</i>

STATE OF WY. - ALL DEPARTMENTS

\$144,216.45

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Architectural design for City	\$21,104.30
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<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			\$21,104.30
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STATELINE NO 7 ARCHI - ALL DEPARTMENTS			\$21,104.30
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STEAMBOAT CENTRAL RE

STEAMBOAT CENTRAL RE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS	(\$411.23)
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<i>STEAMBOAT CENTRAL RE - Total For Police Career Services</i>			(\$411.23)
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STEAMBOAT CENTRAL RE - ALL DEPARTMENTS			(\$411.23)
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STERLING

STERLING	Human Resources	Centralized employee background	\$477.47
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<i>STERLING - Total For Human Resources</i>			\$477.47
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STERLING - ALL DEPARTMENTS			\$477.47
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STINKER #216

STINKER #216	Fire-EMS Operations	Stinker Gas Station - Fuel	\$84.14
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<i>STINKER #216 - Total For Fire-EMS Operations</i>			\$84.14
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STINKER #216 - ALL DEPARTMENTS			\$84.14
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STOP STICK LTD

STOP STICK LTD	Capital Projects Fund	Stop Sticks for New Units	\$2,439.00
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<i>STOP STICK LTD - Total For Capital Projects Fund</i>			\$2,439.00
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STOP STICK LTD - ALL DEPARTMENTS			\$2,439.00
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Subway 11632

Subway 11632	Police Administration	FAST FOOD RESTAURANTS	\$34.37
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<i>Subway 11632 - Total For Police Administration</i>			\$34.37
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Subway 11632 - ALL DEPARTMENTS \$34.37

Subway 50971

Subway 50971 Fire-EMS Training Meal for Barager, Stafford, and Mason while \$29.70

Subway 50971 - Total For Fire-EMS Training \$29.70

Subway 50971 - ALL DEPARTMENTS \$29.70

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI Hogadon - Operations Fire extinguisher annual service/maintenanc \$418.50

SUMMIT FIRE & SECURI - Total For Hogadon - Operations \$418.50

SUMMIT FIRE & SECURI - ALL DEPARTMENTS \$418.50

SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU Parks - Parks Maint. Mounting brackets for fire extinguishers \$240.00

SUMMIT FIRE AND SECU - Total For Parks - Parks Maint. \$240.00

SUMMIT FIRE AND SECU - ALL DEPARTMENTS \$240.00

SUPER 8 MOTEL AUBURN

SUPER 8 MOTEL AUBURN Fire-EMS Training Hotel while attending swift water training \$546.48

SUPER 8 MOTEL AUBURN - Total For Fire-EMS Training \$546.48

SUPER 8 MOTEL AUBURN - ALL DEPARTMENTS \$546.48

SUPERIOR TECH PRODUC

SUPERIOR TECH PRODUC Capital Projects Fund Greens Drag Brush \$4,595.00

SUPERIOR TECH PRODUC - Total For Capital Projects Fund \$4,595.00

SUPERIOR TECH PRODUC - ALL DEPARTMENTS \$4,595.00

SUTHERLANDS 2219

SUTHERLANDS 2219 Fire-EMS Operations Batteries for door locks at St2 \$6.98

SUTHERLANDS 2219 - Total For Fire-EMS Operations \$6.98

SUTHERLANDS 2219 Metro Animal Shelter LUMBER AND BUILDING MATERIALS STORES \$586.95

SUTHERLANDS 2219 - Total For Metro Animal Shelter \$586.95

SUTHERLANDS 2219 - ALL DEPARTMENTS \$593.93

SYN-TECH SYSTEMS

SYN-TECH SYSTEMS Balefill - Disposal & Landfill FUELMASTER TECH SUPPORT \$42.00

SYN-TECH SYSTEMS - Total For Balefill - Disposal & Landfill \$42.00

SYN-TECH SYSTEMS - ALL DEPARTMENTS \$42.00

TACO BELL #23080

TACO BELL #23080 Fire-EMS Training Meal while attending the Fire Chief's Meetin \$8.62

TACO BELL #23080 - Total For Fire-EMS Training \$8.62

TACO BELL #23080 - ALL DEPARTMENTS \$8.62

TACO CABANA 20176

TACO CABANA 20176 Fire-EMS Training Meal for Barager, Stafford, and Mason while \$39.75

TACO CABANA 20176 - Total For Fire-EMS Training \$39.75

TACO CABANA 20176 - ALL DEPARTMENTS \$39.75

TAMALES BY LA CASITA

TAMALES BY LA CASITA Fire-EMS Training Meal while traveling to Arizona for the FDSO \$11.17

TAMALES BY LA CASITA - Total For Fire-EMS Training \$11.17

TAMALES BY LA CASITA - ALL DEPARTMENTS \$11.17

THE BREADBOARD

THE BREADBOARD Fire-EMS Training Meal while attending the Wyoming Fire Chie' \$10.88

THE BREADBOARD - Total For Fire-EMS Training \$10.88

THE BREADBOARD - ALL DEPARTMENTS \$10.88

THE CONFIDANTE

THE CONFIDANTE Police Career Services LODGING, HOTELS, MOTELS, RESORTS \$1,228.92

THE CONFIDANTE - Total For Police Career Services \$1,228.92

THE CONFIDANTE - ALL DEPARTMENTS

\$1,228.92

THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	GENERAL SUPPLIES FOR SOLID WASTE COMP	\$21.36
<i>THE HOME DEPOT - Total For Balefill - Diversion & Special</i>			\$21.36
THE HOME DEPOT	Buildings & Structures Fund	HVAC Replacement parts for Rec Center	\$45.51
THE HOME DEPOT	Buildings & Structures Fund	Roof repair supplies for Ice Arena	\$22.80
THE HOME DEPOT	Buildings & Structures Fund	Return of supplies for drawer repair at Solid	(\$100.15)
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Water Garage - H	\$29.97
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for the Water Garage	\$51.94
THE HOME DEPOT	Buildings & Structures Fund	Vent pipe repair supplies for Fire Station 5 -	\$7.25
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			\$57.32
THE HOME DEPOT	Capital Projects Fund	HVAC PM Supplies for Senior Center	\$3.95
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			\$3.95
THE HOME DEPOT	Fire-EMS Training	Cable cutters and Sheet rock - Training Suppli	\$173.78
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			\$173.78
THE HOME DEPOT	Metro Animal Control	HOME SUPPLY WAREHOUSE STORES	\$96.97
<i>THE HOME DEPOT - Total For Metro Animal Control</i>			\$96.97
THE HOME DEPOT	Metro Animal Shelter	HOME SUPPLY WAREHOUSE STORES	\$20.43
<i>THE HOME DEPOT - Total For Metro Animal Shelter</i>			\$20.43
THE HOME DEPOT	Parks - Parks Maint.	Replacement spanner wrench	\$12.97
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$12.97
THE HOME DEPOT	Rec Center - Operations	Custodial & Maintenance Supplies; Repair of	\$23.20
<i>THE HOME DEPOT - Total For Rec Center - Operations</i>			\$23.20
THE HOME DEPOT	Water Meters	ZIP TIES, TAPE, LINERS	\$68.44
<i>THE HOME DEPOT - Total For Water Meters</i>			\$68.44

THE HOME DEPOT - ALL DEPARTMENTS

\$478.42

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	Admin copy machine charges for Dec 2021	\$22.81
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			\$22.81

THE OFFICE SHOP, INC - ALL DEPARTMENTS

\$22.81

THE RADAR SHOP INC

THE RADAR SHOP INC	Police Administration	Replacement of LED segments	\$295.00
<i>THE RADAR SHOP INC - Total For Police Administration</i>			\$295.00
THE RADAR SHOP INC - ALL DEPARTMENTS			\$295.00

THE SCOTTSDALE PLAZA

THE SCOTTSDALE PLAZA	Fire-EMS Training	Meal while attending the FDSOA conference	\$9.79
THE SCOTTSDALE PLAZA	Fire-EMS Training	Meal while attending FDSOA conference	\$10.88
<i>THE SCOTTSDALE PLAZA - Total For Fire-EMS Training</i>			\$20.67
THE SCOTTSDALE PLAZA - ALL DEPARTMENTS			\$20.67

THE WASH LLC

THE WASH LLC	Police Administration	Vehicle / car wash	\$38.73
THE WASH LLC	Police Administration	Vehicle / car wash	\$155.73
<i>THE WASH LLC - Total For Police Administration</i>			\$194.46
THE WASH LLC - ALL DEPARTMENTS			\$194.46

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection	Flushing of water monthly fee	\$74.20
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			\$74.20
THIRTY THREE MILE RO - ALL DEPARTMENTS			\$74.20

THRIFTY #0072918

THRIFTY #0072918	Police Career Services	THRIFTY RENT-A-CAR	\$545.64
<i>THRIFTY #0072918 - Total For Police Career Services</i>			\$545.64
THRIFTY #0072918 - ALL DEPARTMENTS			\$545.64

THRIFTY #0074214

THRIFTY #0074214	Fire-EMS Operations	Rental car while in Houston for SCBA Trainin	\$369.98
<i>THRIFTY #0074214 - Total For Fire-EMS Operations</i>			\$369.98

THRIFTY #0074214 - ALL DEPARTMENTS

\$369.98

TLO TRANSUNION

TLO TRANSUNION	Police Investigations	COMPUTER AND DATA PROCESSING SERVICE	\$242.00
TLO TRANSUNION	Police Investigations	COMPUTER AND DATA PROCESSING SERVICE	\$900.60
<i>TLO TRANSUNION - Total For Police Investigations</i>			\$1,142.60
TLO TRANSUNION - ALL DEPARTMENTS			\$1,142.60

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Buildings & Structures Fund	Copy charge - Nov. & Dec. 2021 & Jan. 2022	\$149.20
<i>TOP OFFICE PRODUCTS - Total For Buildings & Structures Fund</i>			\$149.20
TOP OFFICE PRODUCTS	City Attorney	Copy charge - February 2022	\$177.13
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$177.13
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy charge - February 2022	\$71.70
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$71.70
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy charge - February 2022	\$71.70
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$71.70
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy charge - February 2022	\$126.22
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			\$126.22
TOP OFFICE PRODUCTS	Streets	Copy charge - February 2022	\$71.70
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$71.70
TOP OFFICE PRODUCTS	WWTP Operations	Copy charge - February 2022	\$127.00
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$127.00
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$794.65

TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable sharing check for DCI #2021-0920	\$1,208.80
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			\$1,208.80
TOWN OF MILLS - ALL DEPARTMENTS			\$1,208.80

TOWNEPLACE SUITES BA

TOWNEPLACE SUITES BA	Police Career Services	FAIRFIELD INN	\$260.30
<i>TOWNEPLACE SUITES BA - Total For Police Career Services</i>			\$260.30

TOWNEPLACE SUITES BA - ALL DEPARTMENTS \$260.30

TOWNSQUARE MEDIA, IN

TOWNSQUARE MEDIA, IN Hogadon - Operations ADVERTISING SERVICES \$1,532.00

TOWNSQUARE MEDIA, IN - Total For Hogadon - Operations \$1,532.00

TOWNSQUARE MEDIA, IN Parks - Parks Maint. ADVERTISING SERVICES \$200.00

TOWNSQUARE MEDIA, IN - Total For Parks - Parks Maint. \$200.00

TOWNSQUARE MEDIA, IN - ALL DEPARTMENTS \$1,732.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO Hogadon - Operations MISCELLANEOUS AUTOMOTIVE DEALERS (\$55.96)

TRACTOR SUPPLY CO - Total For Hogadon - Operations (\$55.96)

TRACTOR SUPPLY CO Metro Animal Shelter MISCELLANEOUS AUTOMOTIVE DEALERS \$20.99

TRACTOR SUPPLY CO - Total For Metro Animal Shelter \$20.99

TRACTOR SUPPLY CO - ALL DEPARTMENTS (\$34.97)

TRETO CONST.

TRETO CONST. Capital Projects Fund Contract Withholding: 21300032 \$13,424.05

TRETO CONST. - Total For Capital Projects Fund \$13,424.05

TRETO CONST. Water Revenue and Transfers Contract Withholding: 21300032 \$35,984.21

TRETO CONST. - Total For Water Revenue and Transfers \$35,984.21

TRETO CONST. - ALL DEPARTMENTS \$49,408.26

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ Refuse - Residential Equipment repair \$9,996.72

TRI-STATE TRUCK & EQ - Total For Refuse - Residential \$9,996.72

TRI-STATE TRUCK & EQ - ALL DEPARTMENTS \$9,996.72

TST BROWN SUGAR COF

TST BROWN SUGAR COF Fire-EMS Training Meal while traveling to Wyoming Fire Chief's \$20.63

TST BROWN SUGAR COF - Total For Fire-EMS Training \$20.63

TST BROWN SUGAR COF - ALL DEPARTMENTS \$20.63

TST PATACHOU ON THE

TST PATACHOU ON THE Sewer Wastewater Collection meal while at training \$40.55

TST PATACHOU ON THE Sewer Wastewater Collection meal while at training \$36.62

TST PATACHOU ON THE - Total For Sewer Wastewater Collection \$77.17

TST PATACHOU ON THE - ALL DEPARTMENTS \$77.17

TST WYOMING RIB

TST WYOMING RIB City Council Mayor's staff meeting \$96.45

TST WYOMING RIB - Total For City Council \$96.45

TST WYOMING RIB - ALL DEPARTMENTS \$96.45

TWIN PEAKS

TWIN PEAKS Fire-EMS Training Dinner for Barager, Stafford, and Mason whil \$58.66

TWIN PEAKS - Total For Fire-EMS Training \$58.66

TWIN PEAKS - ALL DEPARTMENTS \$58.66

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I Information Services MyCivic Bundle installation & \$740.00

TYLER TECHNOLOGIES I - Total For Information Services \$740.00

TYLER TECHNOLOGIES I - ALL DEPARTMENTS \$740.00

TYPEFORM, S.L.

TYPEFORM, S.L. Hogadon - Operations SURVEYS \$59.00

TYPEFORM, S.L. - Total For Hogadon - Operations \$59.00

TYPEFORM, S.L. - ALL DEPARTMENTS \$59.00

UBER TRIP

UBER TRIP Police Career Services TAXICABS/LIMOUSINES \$48.48

UBER TRIP - Total For Police Career Services \$48.48

UBER TRIP	Sewer Wastewater Collection transport from airport to hotel	\$31.94
UBER TRIP	Sewer Wastewater Collection transport from hotel to airport	\$43.29
UBER TRIP	Sewer Wastewater Collection transport-gratuity	\$4.79
<i>UBER TRIP - Total For Sewer Wastewater Collection</i>		<i>\$80.02</i>
UBER TRIP - ALL DEPARTMENTS		\$128.50

UNITED 0162364782

UNITED 0162364782	Police Career Services	UNITED AIRLINES	(\$305.80)
<i>UNITED 0162364782 - Total For Police Career Services</i>			<i>(\$305.80)</i>
UNITED 0162364782 - ALL DEPARTMENTS			(\$305.80)

UNITED 0162369499

UNITED 0162369499	Police Career Services	UNITED AIRLINES	\$409.80
<i>UNITED 0162369499 - Total For Police Career Services</i>			<i>\$409.80</i>
UNITED 0162369499 - ALL DEPARTMENTS			\$409.80

UNITED 0162369573

UNITED 0162369573	Police Career Services	UNITED AIRLINES	\$80.00
<i>UNITED 0162369573 - Total For Police Career Services</i>			<i>\$80.00</i>
UNITED 0162369573 - ALL DEPARTMENTS			\$80.00

UNITED 0162370780

UNITED 0162370780	Police Career Services	UNITED AIRLINES	\$459.80
UNITED 0162370780	Police Career Services	UNITED AIRLINES	\$459.80
UNITED 0162370780	Police Career Services	UNITED AIRLINES	\$459.80
UNITED 0162370780	Police Career Services	UNITED AIRLINES	\$459.80
<i>UNITED 0162370780 - Total For Police Career Services</i>			<i>\$1,839.20</i>
UNITED 0162370780 - ALL DEPARTMENTS			\$1,839.20

UNITED 0162385961

UNITED 0162385961	Fire-EMS Training	Airfare for 2 to attend Scott SCBA class	\$419.80
UNITED 0162385961	Fire-EMS Training	Airfare for 2 to attend Scott SCBA Class	\$419.80

UNITED 0162385961 - Total For Fire-EMS Training \$839.60

UNITED 0162385961 - ALL DEPARTMENTS \$839.60

UNITED 0162389506

UNITED 0162389506 Police Career Services UNITED AIRLINES (\$468.20)

UNITED 0162389506 Police Career Services UNITED AIRLINES \$468.20

UNITED 0162389506 - Total For Police Career Services \$0.00

UNITED 0162389506 - ALL DEPARTMENTS \$0.00

UNITED 0169960758

UNITED 0169960758 Police Career Services UNITED AIRLINES \$35.00

UNITED 0169960758 - Total For Police Career Services \$35.00

UNITED 0169960758 - ALL DEPARTMENTS \$35.00

UNITED 0169965023

UNITED 0169965023 Fire-EMS Training Luggage fee for trip to FDSOA Conference \$35.00

UNITED 0169965023 Fire-EMS Training Luggage fee while traveling for FDSOA Confe \$45.00

UNITED 0169965023 - Total For Fire-EMS Training \$80.00

UNITED 0169965023 - ALL DEPARTMENTS \$80.00

UNITED 0169966211

UNITED 0169966211 Fire-EMS Training Baggage Fee from FDSOA Conference \$35.00

UNITED 0169966211 Fire-EMS Training Baggage fee from FDSOA conference \$45.00

UNITED 0169966211 - Total For Fire-EMS Training \$80.00

UNITED 0169966211 - ALL DEPARTMENTS \$80.00

UNITED 0169966301

UNITED 0169966301 Fire-EMS Training Baggage fee for flight to Houston for SCBA Tr \$35.00

UNITED 0169966301 - Total For Fire-EMS Training \$35.00

UNITED 0169966301 - ALL DEPARTMENTS \$35.00

UNITED 0169966331

UNITED 0169966331	Fire-EMS Training	Baggage fee for flight to Scott SCBA Class in T	\$35.00
<i>UNITED 0169966331 - Total For Fire-EMS Training</i>			<i>\$35.00</i>
UNITED 0169966331 - ALL DEPARTMENTS			\$35.00

UNITED 0169967000

UNITED 0169967000	Fire-EMS Training	Baggage free returning from SCBA training in	\$35.00
<i>UNITED 0169967000 - Total For Fire-EMS Training</i>			<i>\$35.00</i>
UNITED 0169967000 - ALL DEPARTMENTS			\$35.00

UNITED 0169972655

UNITED 0169972655	Sewer Wastewater Collection travel-baggage		\$35.00
<i>UNITED 0169972655 - Total For Sewer Wastewater Collection</i>			<i>\$35.00</i>
UNITED 0169972655 - ALL DEPARTMENTS			\$35.00

UNITED 0169973011

UNITED 0169973011	Sewer Wastewater Collection travel-baggage		\$30.00
<i>UNITED 0169973011 - Total For Sewer Wastewater Collection</i>			<i>\$30.00</i>
UNITED 0169973011 - ALL DEPARTMENTS			\$30.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE	Property Insurance Fund	MEDICAL SERVICES & HEALTH PRACTITIONER	\$670.00
<i>URGENT CARE OF CASPE - Total For Property Insurance Fund</i>			<i>\$670.00</i>
URGENT CARE OF CASPE - ALL DEPARTMENTS			\$670.00

USPS PO 5715580945

USPS PO 5715580945	City Attorney	Certified Mail of Marcotte Subpoenas & post	\$26.36
<i>USPS PO 5715580945 - Total For City Attorney</i>			<i>\$26.36</i>
USPS PO 5715580945	Human Resources	1 letter sent certified	\$7.38
<i>USPS PO 5715580945 - Total For Human Resources</i>			<i>\$7.38</i>
USPS PO 5715580945	Regional Water Operations	POSTAGE - RWS Wholesale Water CCR's	\$64.70

<i>USPS PO 5715580945 - Total For Regional Water Operations</i>			<i>\$64.70</i>
USPS PO 5715580945	Risk Management	1 letter sent certified	\$7.38
<i>USPS PO 5715580945 - Total For Risk Management</i>			<i>\$7.38</i>
USPS PO 5715580945	Water Administration	POSTAGE - City Wholesale CCR Mailing	\$81.60
<i>USPS PO 5715580945 - Total For Water Administration</i>			<i>\$81.60</i>
USPS PO 5715580945 - ALL DEPARTMENTS			\$187.42

UW CASHIER OFFICE

UW CASHIER OFFICE	Ft. Caspar Museum	Images for use in exhibit	\$15.00
<i>UW CASHIER OFFICE - Total For Ft. Caspar Museum</i>			<i>\$15.00</i>
UW CASHIER OFFICE	Metro Animal Control	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$27.24
<i>UW CASHIER OFFICE - Total For Metro Animal Control</i>			<i>\$27.24</i>
UW CASHIER OFFICE	Streets	T2 Motor Grader Class	\$380.00
<i>UW CASHIER OFFICE - Total For Streets</i>			<i>\$380.00</i>
UW CASHIER OFFICE - ALL DEPARTMENTS			\$422.24

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	City Attorney	Recording Ground Lessor Estoppel & Consen	\$175.09
VCN NATRONAREALESTAT	City Attorney	Release of Mortagor Deed w/ Release of Ho	\$14.50
<i>VCN NATRONAREALESTAT - Total For City Attorney</i>			<i>\$189.59</i>
VCN NATRONAREALESTAT - ALL DEPARTMENTS			\$189.59

VCN WYDSHELPDESK

VCN WYDSHELPDESK	Refuse - Residential	CDL TEST DRIVING	\$87.50
<i>VCN WYDSHELPDESK - Total For Refuse - Residential</i>			<i>\$87.50</i>
VCN WYDSHELPDESK - ALL DEPARTMENTS			\$87.50

VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste Shipment	\$11,821.16
<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i>			<i>\$11,821.16</i>
VEOLIA ES TECHNICAL - ALL DEPARTMENTS			\$11,821.16

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Acct #642199740-00001	\$40.01
<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			<i>\$40.01</i>
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00001	\$1,600.40
VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$120.03
<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			<i>\$1,720.43</i>
VERIZON WIRELESS	Public Safety Communication	Acct #465552982-00010	\$83.27
VERIZON WIRELESS	Public Safety Communication	Acct #771153835-00001	\$139.14
<i>VERIZON WIRELESS - Total For Public Safety Communications</i>			<i>\$222.41</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$266.16
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$266.16</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$2,249.01

WAGNERS OUTDOOR OUTF

WAGNERS OUTDOOR OUTF	Risk Management	Propane for Metro Animal Shelter - Wagners	\$24.77
<i>WAGNERS OUTDOOR OUTF - Total For Risk Management</i>			<i>\$24.77</i>
WAGNERS OUTDOOR OUTF - ALL DEPARTMENTS			\$24.77

WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP Operations	Whole Effluent Toxicity Re-test 1Q 2022	\$1,100.00
<i>WAMCO LABS, INC. - Total For WWTP Operations</i>			<i>\$1,100.00</i>
WAMCO LABS, INC. - ALL DEPARTMENTS			\$1,100.00

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Water usage - 1/20/22 to 2/17/22	\$31.17
<i>WARDWELL WATER & SEW - Total For RWS - Booster Stations</i>			<i>\$31.17</i>
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$31.17

WEAR PARTS INC

WEAR PARTS INC	Aquatics - Operations	Parts for Life Jacket Hooks	\$13.36
<i>WEAR PARTS INC - Total For Aquatics - Operations</i>			<i>\$13.36</i>
WEAR PARTS INC	Regional Water Operations	Decant Pump Parts	\$127.48

<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$127.48</i>
WEAR PARTS INC	Traffic Control	Bolts for luminaire globe replacement	\$37.48
WEAR PARTS INC	Traffic Control	Hardware for sign repair and installs	\$276.84
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$314.32</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$455.16

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Disposal & Landfill	Solid Waste Thermal and Electr	\$2,500.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,500.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$2,500.00

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 PRECISION LL

WESTERN PRECISION LL	Sewer Wastewater Collection	CCTV sewer inspection system on truck chass	\$235,265.60
<i>WESTERN PRECISION LL - Total For Sewer Wastewater Collection</i>			<i>\$235,265.60</i>
WESTERN PRECISION LL - ALL DEPARTMENTS			\$235,265.60

WESTERN STATES FIRE

WESTERN STATES FIRE	Information Services	City Hall Fire Suppression System Inspection	\$465.00
<i>WESTERN STATES FIRE - Total For Information Services</i>			<i>\$465.00</i>
WESTERN STATES FIRE - ALL DEPARTMENTS			\$465.00

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Feb. 2022 retail sewer revenue/201 sewer bi	(\$399.10)
WESTLAND PARK-RED BU	Sewer Fund	Feb. 2022 retail sewer revenue/201 sewer bi	\$3,991.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,591.90</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Feb. 2022 retail sewer revenue/201 sewer bi	(\$1,117.36)

WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers (\$1,117.36)

WESTLAND PARK-RED BU - ALL DEPARTMENTS \$2,474.54

WM SUPERCENTER

WM SUPERCENTER	Balefill - Disposal & Landfill	LDF OTHER SUPPLIES	\$19.96
WM SUPERCENTER	Balefill - Disposal & Landfill	CANVAS TOTES ADVERTISING RECYCLING @	\$18.98
WM SUPERCENTER	Balefill - Disposal & Landfill	LDF SUPPLIES	\$18.98
<i>WM SUPERCENTER - Total For Balefill - Disposal & Landfill</i>			\$57.92
WM SUPERCENTER	Fire-EMS Administration	Office Supplies	\$21.42
<i>WM SUPERCENTER - Total For Fire-EMS Administration</i>			\$21.42
WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS - Butter	\$44.80
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			\$44.80
WM SUPERCENTER	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$49.82
<i>WM SUPERCENTER - Total For Metro Animal Shelter</i>			\$49.82
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS	\$40.17
<i>WM SUPERCENTER - Total For Police Administration</i>			\$40.17
WM SUPERCENTER	Police Investigations	GROCERY STORES, SUPERMARKETS	\$11.91
<i>WM SUPERCENTER - Total For Police Investigations</i>			\$11.91
WM SUPERCENTER - ALL DEPARTMENTS			\$226.04

WORDPRESS GMGT7UGREV

WORDPRESS GMGT7UGREV	Police Administration	COMPUTER AND DATA PROCESSING SERVICE	\$18.00
<i>WORDPRESS GMGT7UGREV - Total For Police Administration</i>			\$18.00
WORDPRESS GMGT7UGREV - ALL DEPARTMENTS			\$18.00

WPSG, INC.

WPSG, INC.	Fire-EMS Administration	Sales tax credit for helmet purchase	(\$3.02)
<i>WPSG, INC. - Total For Fire-EMS Administration</i>			(\$3.02)
WPSG, INC.	Fire-EMS Operations	The Fire Store - Bunker Boots	\$399.06
WPSG, INC.	Fire-EMS Operations	The Fire Store - Credit for sales tax charged o	(\$39.25)
<i>WPSG, INC. - Total For Fire-EMS Operations</i>			\$359.81
WPSG, INC. - ALL DEPARTMENTS			\$356.79

WPY FireNuggets Inc

WPY FireNuggets Inc	Fire-EMS Training	Tactical Advantage Training class at High Plai	\$325.00
WPY FireNuggets Inc	Fire-EMS Training	High Plains Fire conference registration_Ada	\$325.00
WPY FireNuggets Inc	Fire-EMS Training	High plains fire conference registation_Sund	\$325.00
WPY FireNuggets Inc	Fire-EMS Training	Fee to attend High Plains Fire Conference	\$325.00
WPY FireNuggets Inc	Fire-EMS Training	Class registration to High Plains Fire Confere	\$325.00

WPY FireNuggets Inc - Total For Fire-EMS Training \$1,625.00

WPY FireNuggets Inc - ALL DEPARTMENTS \$1,625.00

WRISTBANDEXPRESSCOM

WRISTBANDEXPRESSCOM	Aquatics - Operations	Aquatic Wristbands	\$59.98
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WRISTBANDEXPRESSCOM - Total For Aquatics - Operations \$59.98

WRISTBANDEXPRESSCOM - ALL DEPARTMENTS \$59.98

WWW.WGGA.ORG

WWW.WGGA.ORG	Parks - Parks Maint.	WGGA Registration for Jason Slotsve	\$200.00
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WWW.WGGA.ORG - Total For Parks - Parks Maint. \$200.00

WWW.WGGA.ORG - ALL DEPARTMENTS \$200.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	MRF FORKLIFT RENTAL	\$1,256.25
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WY. MACHINERY CO.	Balefill - Disposal & Landfill	MRF FORKLIFT RENTAL	\$1,256.25
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WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill \$2,512.50

WY. MACHINERY CO.	Regional Water Operations	Decant Pump Seals	\$5.05
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WY. MACHINERY CO. - Total For Regional Water Operations \$5.05

WY. MACHINERY CO. - ALL DEPARTMENTS \$2,517.55

WY. MEDICAL CENTER

WY. MEDICAL CENTER	City Attorney	Research fee	\$5.50
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WY. MEDICAL CENTER - Total For City Attorney \$5.50

WY. MEDICAL CENTER - ALL DEPARTMENTS \$5.50

WYOMING CAMERA

WYOMING CAMERA	Police Investigations	CAMERA AND PHOTOGRAPHIC SUPPLY STOR	\$152.20
<i>WYOMING CAMERA - Total For Police Investigations</i>			<i>\$152.20</i>
WYOMING CAMERA - ALL DEPARTMENTS			\$152.20

WYOMING CAMERA OUTFI

WYOMING CAMERA OUTFI	Risk Management	Replacement of broken lens on investigation	\$120.00
<i>WYOMING CAMERA OUTFI - Total For Risk Management</i>			<i>\$120.00</i>
WYOMING CAMERA OUTFI - ALL DEPARTMENTS			\$120.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Baler Processing	Angle/Flat Iron & Sheets of Iron	\$1,182.90
<i>WYOMING STEEL & RECY - Total For Balefill - Baler Processing</i>			<i>\$1,182.90</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$1,182.90

XEROX CORPORATION

XEROX CORPORATION	Regional Water Operations	Copier usage	\$230.47
<i>XEROX CORPORATION - Total For Regional Water Operations</i>			<i>\$230.47</i>
XEROX CORPORATION - ALL DEPARTMENTS			\$230.47

ZOHO CORPORATION

ZOHO CORPORATION	Information Services	Patch Manager renewal	\$5,715.00
<i>ZOHO CORPORATION - Total For Information Services</i>			<i>\$5,715.00</i>
ZOHO CORPORATION - ALL DEPARTMENTS			\$5,715.00

ZONAR SYSTEMS INC

ZONAR SYSTEMS INC	Refuse - Residential	Tag kit	\$81.78
<i>ZONAR SYSTEMS INC - Total For Refuse - Residential</i>			<i>\$81.78</i>
ZONAR SYSTEMS INC - ALL DEPARTMENTS			\$81.78

CITYWIDE BILLS AND CLAIMS TOTAL

\$1,906,787.03

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
 03/15/22

Additional Accounts Payable

02/24/22

Prewrits - AP Vendors & Travel Reimbursement

Creative Bus Sales (ADA High Roof Transit Van)	61,684.45
Sarah Boyle - Travel reimbursement	160.00
	61,844.45

03/03/22

Prewrits - Liquor License Renewal Refund, Petty Cash & Payroll Vendors

Grace Partners - Liquor license renewal refund	3,000.00
FIB - Petty Cash (Muni Court)	50.00
Wyo. Retirement System - City	270,127.70
Wyo. Retirement System - Fire	106,180.91
Wyo. Retirement System - Police	116,110.50
	495,469.11

Total Additional AP \$ 557,313.56

February 8, 2022

MEMO TO: J. Carter Napier, City Manager *jen*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *cmj*
SUBJECT: Public Hearing for a new Microbrewery Liquor License No. 9 for Stahoo's Brewery and Taproom, LLC d/b/a Stahoo's Brewery and Taproom, Located at 1015 East 'C' Street.

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action type

Public Hearing
Minute Action

Recommendation

That Council, by minute action, consider the application for a new Microbrewery Liquor License No. 9 for Stahoo's Brewery and Taproom, LLC d/b/a Stahoo's Brewery and Taproom, located at 1015 East 'C' Street.

Summary

An application has been received requesting a new Microbrewery Liquor License No. 9 for Stahoo's Brewery and Taproom, LLC d/b/a Stahoo's Brewery and Taproom, located at 1015 East 'C' Street.

If approved, this license will not be issued until the next liquor license year which will begin April, 1, 2022. The applicant plans to open in May of 2022.

Currently, we have 5 microbreweries issued. In 2021, the cap was repealed and, therefore, there is no limit on the number a municipality may have.

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

Financial Considerations

The fee for a Microbrewery is \$500.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Copy of Application
Affidavit of Website Publication

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

Local License #: Microbrewery # 9

License Fees: Annual Fee: \$ 500.00
 Prorated Fee: \$ _____
 Transfer Fee: \$ _____
 Publishing Fee: \$ _____

Date filed with clerk: 02/4/2022
 Advertising Dates: (2 Weeks) 3/1/2022 & 3/6/2022
 Hearing Date: 03/15/2022

Publishing Fee Direct Billed to Applicant:

License Term: 04/01/2022 Through 03/31/2023
Month Day Year Month Day Year

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

Applicant: Stahov's Brewery and Taproom, LLC

Trade/Business Name (dba): Stahov's Brewery and Taproom

Building to be licensed/Building Address: 1015 E. C Street
Number & Street

Local Mailing Address: Casper WY 82601 Natrona
City State Zip County

Local Business Telephone Number: (406) 925-9296 Fax Number: ()

Business E-Mail Address: jamespgkusa@22ohomail.com 3240mail.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

SPECIAL DESIGNATIONS

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

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

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

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

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 8:00 to 9:00 pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

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

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

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

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

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

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

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

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

6. RESORT LICENSE:

Does the resort complex:

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

7. MICROBREWERY LICENSE:

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

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

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

8. WINERY LICENSE:

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

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

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

11. LIMITED RETAIL (CLUB) LICENSE:

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

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

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

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

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

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

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

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

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

Table with 8 columns: True and Correct Name, Date of Birth, Residence Address No. & Street City, State & Zip (DO NOT LIST PO BOXES), Residence Phone Number, No. of Years in Corp or LLC, % of Corporate Stock Held, Have you been Convicted of a Felony Violation?, Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?. Rows include James P. Gleason and Heidi T. Gleason, both with 50% stock held.

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

REQUIRED ATTACHMENTS:

- Checked box: A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
Unchecked boxes: Attach any lease agreements...; If transferring a license from one ownership to another...

OATH OR VERIFICATION

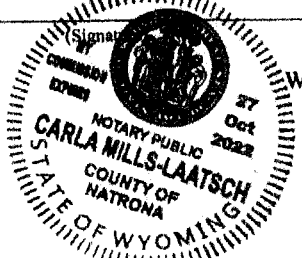
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

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

STATE OF WYOMING)
COUNTY OF Natrona) SS.

Signed and sworn to before me on this 4th day of February, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) James P. Gleason (Signature), James P Gleason (Printed Name), Owner (Title)
2) Heidi Gleason (Signature), Heidi Gleason (Printed Name), co-owner (Title)
3) (Signature), (Printed Name), Title
4) (Signature), (Printed Name), Title
5) (Signature), (Printed Name), Title
6) (Signature), (Printed Name), Title



Witness my hand and official seal:

Carla Mills Laatsch
Signature of Notary Public

My commission expires: 10/27/2022

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 03/02/2022 and ended on 03/16/2022 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 Mill-Leatsch

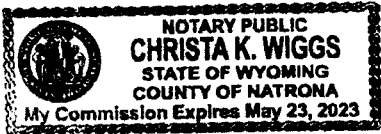
Date: 2/16/2022

Title: Licensing Specialist

Scribed in my presence and sworn before me on this

16th day of February, 2022

Christa K. Wiggs



Provide to City of Casper Central Records

APPLICATION FOR NEW MICROWBREWERY LIQUOR LICENSE


An application for a new microbrewery liquor license no. 9, Stahoo's Brewery and Taproom, LLC d/b/a Stahoo's Brewery and Taproom, located at 1015 East 'C' Street has been received in this office. Public Hearing on said application will be held on March 15, 2022, at 6:00 p.m. in the City Council Chambers at 200 North David, Casper, Wyoming.



Fleur Tremel
City Clerk

Publish: March 2 & 6, 2022

March 15, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer AS
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Riley Industrial Services, Inc., in the amount of \$59,143.00, for the WWTP Aeration Basin Pipe Recoating, Project No. 21-016.

Meeting Type & Date:

Regular Council Meeting
March 15, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Riley Industrial Services, Inc., in the amount of \$59,143.00, for the WWTP Aeration Basin Pipe Recoating, Project No. 21-016. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$3,857.00, for a total project amount of \$63,000.00.

Summary:

On Wednesday, February 16, 2022, three (3) bids were received for the WWTP Aeration Basin Pipe Recoating, Project No. 21-016. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Riley Industrial Services	Farmington, New Mexico	\$59,143.00
Dakota Coatings	Rapid City, South Dakota	\$72,500.00
Carr Coatings	Belle Fourche, South Dakota	\$74,150.00

The estimate prepared by the City of Casper Engineering office was \$75,000. Adding a construction contingency amount of \$3,857.00 will bring the total contract amount to \$63,000.00.

The WWTP Aeration Basin Pipe Recoating project includes the surface preparation and recoating of the Aeration Basin air supply header piping.

Financial Considerations:

Funding for this project is included in the Wastewater Plant Current Reserves.

Riley Industrial Services, Inc.
WWTP Aeration Basin Pipe Recoating
Project No. 21-016

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

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 Riley Industrial Services, Inc., 2615 San Juan Boulevard, Farmington, New Mexico, 87401, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to recoat the steel piping of the aeration basin system header at the Sam H. Hobbs Regional Wastewater Facility and,

WHEREAS, Riley Industrial Services, Inc., is able and willing to provide those services specified as the WWTP Aeration Basin Pipe Recoating Project No. 21-016.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the WWTP Aeration Basin Pipe Recoating Project No. 21-016, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 28, 2022, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by November 4, 2022.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) 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 Fifty-Nine Thousand One Hundred Forty-Three and 00/100 Dollars (\$59,143.00). See Exhibit "A" - Bid Form.

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 AND City of Casper Accounts Payable at accountspayable@cityofcasperwy.gov 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 \$50,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) 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:

WWTP Aeration Basin Pipe Recoating Project No. 21-016
- 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:

Wallis Tremel

CONTRACTOR:

Riley Industrial Services, Inc.

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: **City of Casper**
 WWTP Aeration Basin Pipe Recoating
 Project No. 21-016

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 October 28, 2022, and completed and ready for final payment not later than November 4, 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):

None - only recieved notice for "Pre-bid meeting notes"

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 59,143.00

TOTAL BASE BID, IN WORDS: Fifty nine thousand one hundred forty three dollars & no 100's DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 2615 San Juan Blvd., Farmington, NM 87401

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 _____ Feb. 16 , 2022.

Bidder is bidding as a Non-Resident (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ (seal)
(Firm's Name)

(General Partner)


Business Address: _____

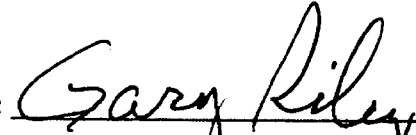
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Riley Industrial Services, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

New Mexico
(State of Incorporation or Organization)

By:  (seal)
Sr. Project Estimator
(Title)

(Seal)
Attest:  Gary Riley

Business Address: 2615 San Juan Blvd.
Farmington, NM 87401

Phone Number: 505-327-4947

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

**BID SCHEDULE
 WWTP AERATION BASIN PIPE RECOATING
 PROJECT NO. 21-016**

Bid Date: February 16, 2022 @ 2:00 pm

COMPANY NAME: Riley Industrial Services, Inc.

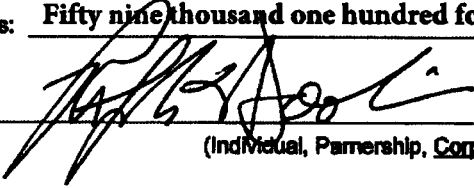
ADDRESS: 2615 San Juan Blvd., Farmington, NM 87401

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related items.

LS = Lump Sum

ITEM NO.	BASE BID SCHEDULE			
	DESCRIPTION	UNIT	QUANTITY	TOTAL COST
1	Surface preparation and painting of the aeration basin system header.	LS	1	\$59,143.00
TOTAL BASE BID				\$59,143.00

Total Base Bid in words: Fifty nine thousand one hundred forty three dollars and no 100's

Bid submitted by: 
 (Individual, Partnership, Corporation or Joint-venture)

RESOLUTION NO.22-27

A RESOLUTION AUTHORIZING AN AGREEMENT WITH RILEY INDUSTRIAL SERVICES, INC., FOR THE WWTP AERATION BASIN PIPE RECOATING PROJECT NO. 21-016.

WHEREAS, the City of Casper desires to contract for the surface prep and recoating of the aeration basin air supply header piping as part of the WWTP Aeration Basin Pipe Recoating Project; and,

WHEREAS, Riley Industrial Services, Inc., is able and willing to provide those services specified as the WWTP Aeration Basin Pipe Recoating Project, No. 21-016; 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 Three Thousand Eight Hundred Fifty-Seven Dollars (\$3,857) and other project administration related change orders that do not substantially alter the scope of the project.

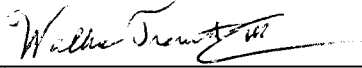
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Riley Industrial Services, Inc., for those services, in the amount of Fifty-Nine Thousand One Hundred Forty-Three Dollars (\$59,143).

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 Fifty-Nine Thousand One Hundred Forty-Three Dollars (\$59,143) and Three Thousand Eight Hundred Fifty-Seven Dollars (\$3,857) for a construction contingency account, for a total project amount of Sixty-Three Thousand Dollars (\$63,000).

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 Three Thousand Eight Hundred Fifty-Seven Dollars (\$3,857) and other project administration related change orders that do not substantially alter the scope of the project.

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

February 28, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Purchase Order to Andritz Separation Inc., for a 24,000-hour service and repair/replacement of worn/damaged components on Dewatering Centrifuge No. 1 located at the Wastewater Treatment Plant in an amount not to exceed \$114,259.11

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a purchase order to Andritz Separation Inc., 110 Dickson Street, Pittsburg, Texas 75686 for a 24,000-hour service and repair/replacement of damaged components on Dewatering Centrifuge No. 1 located at the Wastewater Treatment Plant, in an amount not to exceed \$114,259.11.

Summary

During the 2006-2008 Wastewater Treatment Plant upgrade, an Andritz D5LL30CHP Dewatering Centrifuge was installed as part of the solids handling process at the wastewater treatment plant. The centrifuge dewatered digested sludge from the anaerobic digestion process preparing it for composting at the Solid Waste Co-Composting Facility. Dewatering is a critical step in removing sludge from the wastewater treatment process.

The centrifuge was removed from service and shipped to the Andritz facility in Pittsburg, Texas for evaluation. The evaluation is complete, worn and damaged components have been identified, and the complete scope of the service and repair work is now known. Due to the need to expedite this work, and the fact that the work will take place in Andritz's own facility, a purchase order with terms and conditions will be issued for this project rather than a full professional services agreement.

City Council approved the sole source of this service and repair work at its September 7, 2021 pre-meeting.

Financial Considerations

Funds for this project are included in the FY22 Wastewater Fund budget.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Purchase Order

Resolution



QUOTATION

Customer: 121329
City of Casper
 200 North David Street
 Casper WY 82601-1815

Contact:
 Fax: **+13072357516**
 Copy to:
 Your inquiry: **22200734**

 Our quote no: **20788004**

Supplier: **Andritz Separation Inc.**
 Contact: **Zachary Hanson**
 Phone: **+1 817 375 4474**
 Fax: **+19039563498**
 E-mail: **zachary.hanson@andritz.com**
 Date: **07/02/2021**

 Sales **BAINES, CHARLES**
 Responsible:

Ladies and Gentlemen,

We thank you for your inquiry and are pleased to quote as follows:

1. Scope of supply

The delivery dates and prices, including but not limited to freight prices, in this proposal are estimates only based on Andritz standard delivery dates and prices and do not account for the present and future cost and schedule impacts of the COVID-19 pandemic, including, but not limited to, those associated with resuming normal sourcing, manufacturing, and transportation. Notwithstanding anything in this proposal or any contract based hereon to the contrary, in the event that developments related to the pandemic, whether initiated prior to or after the date of this proposal, including but not limited to travel advisories, steps taken to protect the health and safety of employees, Government orders, delays or lack of availability of common carriers, and temporary facility shutdowns, increase the cost or time for delivery, Andritz shall be entitled to adjust the price and delivery dates herein to reflect these impacts. Nothing in this proposal or any contract based hereon shall be construed as a waiver of this right.

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

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	24K SERVICE - D5LL LABOR AND MATERIALS	301402094		1	PC	62,877.00	62,877.00
	Replace Drive and Feed High Speed Bearing						
	Replace Scroll Thrust Bearing						
	Grease for Bearing Replacement						
	Seals Set for 12K HRS Service						
	Replace All Internal Wear Parts in Gear Box						
	Replace Bowl Nozzles						

Andritz Separation Inc.
 110 Dickson Street
 Pittsburg, TX 75686
 Tel: +1 (903) 856 - 0445
 Fax: +1 (903) 856 - 3498

Invoice to:
 Andritz Separation Inc.
 Attn: Accounts Receivable
 Dept: 0312, P.O. Box 120312
 Dallas, TX 75312-0312
 Federal Tax ID Number: 59-3773483

Wire instructions:
 Nordea Bank Abp
 New York Branch
 SWIFT: NDEAUS3N
 Account: 8879433001
 ABA: 026010786



Our quote no: 20788004

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
20	Repalce Scroll Nozzles Gearbox and Redex lubrication change Copper Seals Belt Replacement REPLACE DAMAGED/MISSING TILES	100031960		1	EA	4,925.00	4,925.00
30	See report for detail - 15 tiles missing or damaged, replace in kind. Includes balancing of scroll after new tiles installed. CONICAL BOWL DEC-35340	131127322		1	PC	39,440.00	39,440.00
40	Includes balance of complete bowl with new section ARBOR DEC-33763 L 112 D 228 MM	131127395		1	PC	2,217.07	2,217.07
50	SHAFT	131845162		1	PC	4,800.04	4,800.04
Total Amount						USD	114,259.11

* S = Spare Parts, W = Wear Parts

Technical contact: Ray Potter /Phone: +1 817 419 1788 / ray.potter@andritz.com

Terms and Conditions

- 2. Delivery Time:**
after receipt of order and any clarifications.
- 3. Terms of delivery:**
Our terms of delivery are FCA ORIGIN, according to INCOTERMS 2020.
- 4. Terms of Payment:**
Within 30 days Due net
(1% default interest per month for delayed payment).
- 5. Validity of quotation:**
This quotation is valid to 03/31/2022.



Our quote no: 20788004

Other Terms:

6. TERMS APPLICABLE

This quotation or acknowledgement and Seller's sale of Products and/or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

7. DELIVERY OR PERFORMANCE

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

8. WARRANTY

(a) Products Warranty.

(i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").

(ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").

(iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to the warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a). (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.

(c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.

(f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

9. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.

(c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.

(e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

14. PATENTS



Our quote no: 20788004

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the Seller a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software; (ii) replace the Software with a functional equivalent; and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

16. SITE RISKS

- (a) **Concealed Conditions.** The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) **Environmental Remediation.** Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by charge order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

20. FORCE MAJEURE

- (a) **Force Majeure Defined.** For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighters or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.
- (b) **Suspension of Obligations.** If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.
- (c) **Option to Terminate.** If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.
- (d) **Strikes On-Site.** Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to Change Order containing an appropriate adjustment in the contract price and delivery schedule.

21. INDEMNIFICATION AND INSURANCE

- (a) **Indemnification.** Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to

Page 4 of 5

Andritz Separation Inc.
110 Dickson Street
Pittsburg, TX 75686

Tel : +1 (903) 856 - 0445
Fax: +1 (903) 856 - 3498

Invoice to:
Andritz Separation Inc.
Attn: Accounts Receivable
Dept. 0312, P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Our quote no: 20788004

the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) Insurance. Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

22. GENERAL

- (a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.
 - (b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.
 - (c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supercedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.
 - (d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
 - (e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion or termination hereof.
 - (f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.
 - (g) (i) In the circumstances of (f) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of (f)(i) above, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.
 - (h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.
- (i) The parties hereto have required that this Agreement be drawn up in English. Les parties sus présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely
Andritz Separation Inc.

APPROVED AS TO FORM

ATTEST

Fleur Tremel
City Clerk

WITNESS

By: Patricia Ramirez
Printed Name: Patricia Ramirez
Title: Receptionist

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

CONTRACTOR
Andritz Separation, Inc.

By: [Signature]
Printed Name: Ann Crossman
Title: VP Finance

Andritz Separation Inc.
110 Dickson Street
Pittsburg, TX 75686

Tel : +1 (903) 856 - 0445
Fax: +1 (903) 856 - 3498

Invoice to:
Andritz Separation Inc.
Attn: Accounts Receivable
Dept: 0312, P.O. Box 120312
Dallas, TX 75312-0312
Federal Tax ID Number: 59-3773483

Wire instructions:
Nordea Bank Abp
New York Branch
SWIFT: NDEAUS3N
Account: 8879433001
ABA: 026010786



Andritz Separation Inc.

**D-Series Preventive Maintenance
(PM)
Service Center and Field**

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
Revision:	Rev.00
Rev. Date:	9/25/2019

Decanter D2 to D5LX

Customer: City of Casper

Customer Machine Number: 80-4125

Received Date: _____

ANDRITZ Project Number: S-48-H09416

Original Job Number: _____

Material of Construction: _____

Standard Repair Parts BOM: _____

For Ref. Only (O&F drawing): _____

Comments:

DCI Inspection By: _____ Date: _____



Andritz Separation Inc.

**D-Series Preventive Maintenance
(PM)
Service Center and Field**

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
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Rev. Date:	9/25/2019

Decanter D2 to D5LX

Dismantle and Inspection Procedure

1. Note customer machine number, Andritz machine serial number and verify pictures have been taken of the "as received" condition.
 2. See the Sales Instruction for Mechanical Service (SIMS) sheet for requirements if submitted.
 3. Completely dismantle the rotating assembly unless specified otherwise. (Key Components)
 4. Clean all components as required.
- Visually and dimensionally inspect each component following the DCI and SIMS (if submitted) sheet requirements. Record all findings on the following forms and on any required attachments.
- 5.
 6. Do not proceed with the repair until approved.

Initial / Date: _____



Andritz Separation Inc.

**D-Series Preventive Maintenance
(PM)
Service Center and Field**

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
Revision:	Rev.00
Rev. Date:	9/25/2019

Decanter D2 to D5LX

"As Received Condition"

<u>As Received Pictures Taken:</u>	Yes: <input type="checkbox"/>	NO: <input type="checkbox"/>
<u>Signs of Shipping Damage:</u>	Yes: <input type="checkbox"/>	NO: <input type="checkbox"/>
<u>As Received Condition:</u>	Yes: <input type="checkbox"/>	NO: <input type="checkbox"/>
<u>SDS Sheet Received:</u>	Yes: <input type="checkbox"/>	NO: <input type="checkbox"/>

Comments/Other Inspection Findings:

Machine arrived covered in product.

Conical section of bowl had heavy wear due to product build up in the case. This section will be replaced.

Th scroll has a total of 15 broken tiles. These tiles will replace the broken tiles. All other tiles in good condition.

24k rebuild needs to be preformed on the RA and Cyclo

Replace bowl section: 131127322

Replace high speed hub: 131127395

Replace grooved hub: 131845162

Replace Tiles

Inspector: Date:



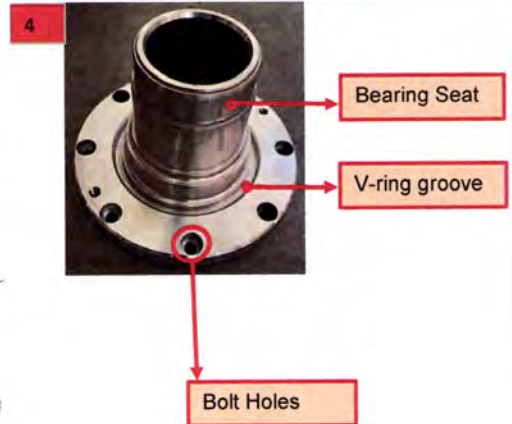
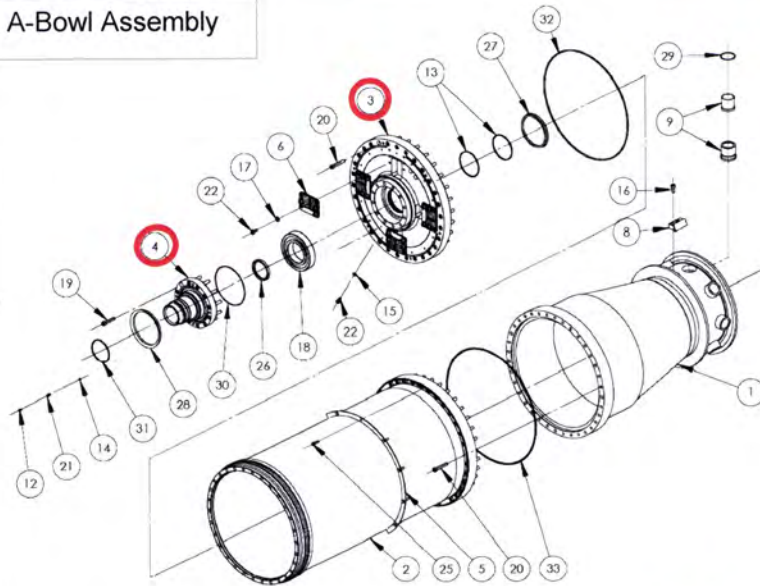
Andritz Separation Inc.

D-Series Preventive Maintenance (PM) Service Center and Field

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
Revision:	Rev.00
Rev. Date:	9/25/2019

Decanter D2 to D5LX

A-Bowl Assembly



#	Piece	Inspection Points	Visual Inspection	Status		Report		
				Yes	No	Use	Repair	Replace
4	Front Wall Shaft (High Speed Hub)	Bearing seat	Is there Corrosion?		X			
			Is it damaged?		X			
		V-ring groove	Is there Corrosion?		X			
			Is it damaged?		X			
		Bolt holes	Is there Corrosion?		X			
			Is it damaged?		X			

Comments:

#	Piece	Points	Visual Inspection	Status		Report		
				Yes	No	Use	Repair	Replace
3	Front Wall Plate (Bowl plate)	Fit part test	Is it Loose ?		X			
		Bearing Housing	Is it loose or damaged ?		X			

Comments:



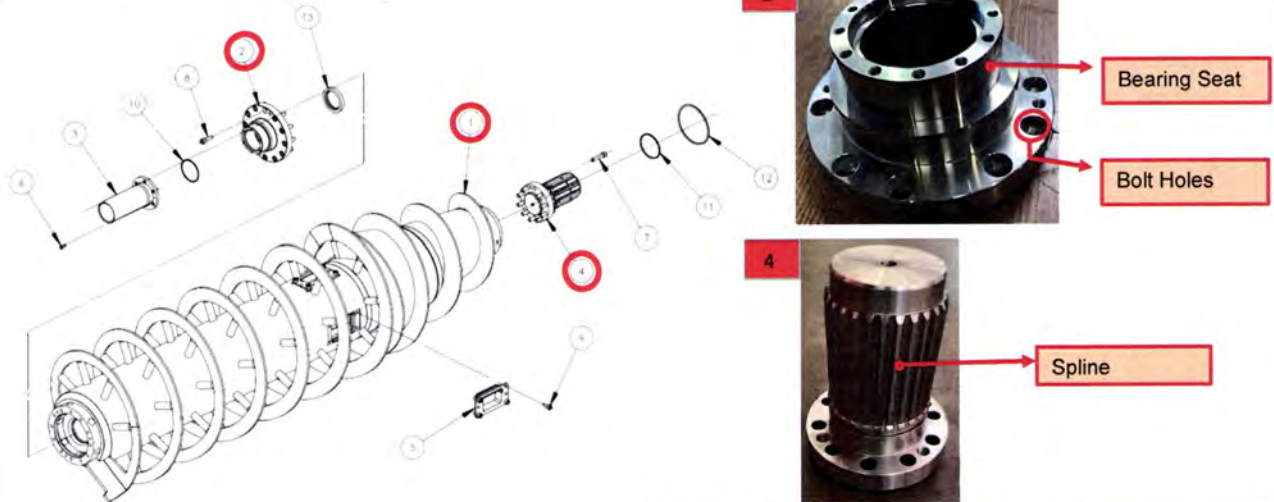
Andritz Separation Inc.

D-Series Preventive Maintenance (PM) Service Center and Field

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
Revision:	Rev.00
Rev. Date:	9/25/2019

Decanter D2 to D5LX

B-Screw conveyor assembly



#	Piece	Inspection Points	Visual Inspection	Status		Report		
				Yes	No	Use	Repair	Replace
2	Hub for Screw Conveyor (slow speed hub)	Bearing seat	Is there Corrosion?	X				
			Is it damaged?		X			X
		Bolt holes	Is there Corrosion?		X	X		
			Is it damaged?		X	X		

Comments:

#	Piece	Inspection Points	Visual Inspection	Yes	No	Use	Repair	Replace
4	Trunnion Grooved	Splines	Is there Corrosion?	X				X
			Is it damaged?	X				X
			Is it Loose / worn?	X				X

Comments:

#	Piece	Inspection Points	Visual Inspection	Status		Report		
				Yes	No	Use	Repair	Replace
1	Screw conveyor	Tiles	Are tiles missing?	X			X	
			Are tiles damaged?	X			X	
			Are tiles worn?		X			
		Screw	Bent flights?		X			

Comments:



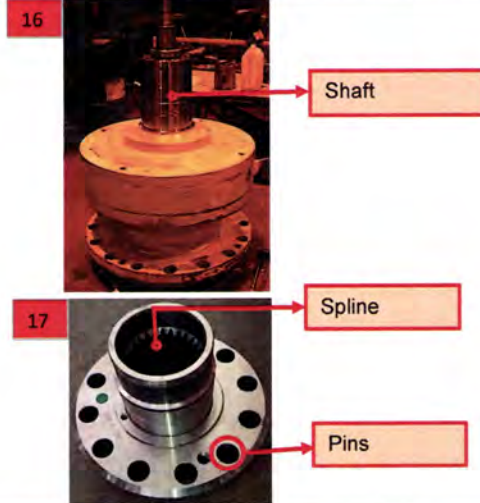
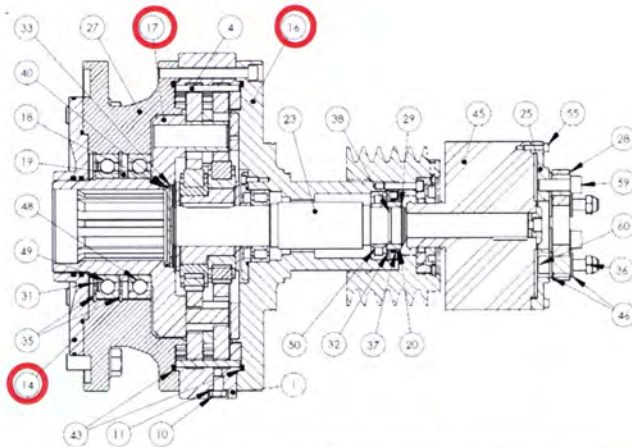
Andritz Separation Inc.

D-Series Preventive Maintenance (PM) Service Center and Field

Inspection Form #:	DCI-D-SERIES-PM
Date:	9/25/2019
Revision:	Rev.00
Rev. Date:	9/25/2019

Decanter D2 to D5LX

C-Gear Box Assembly



#	Piece	Inspection Points	Visual Inspection	Status				
				Yes	No	Use	Repair	Replace
16	Hollow shaft	Shaft	Is it damaged?		X	X		
			Is there spun		X	X		

Comments:

#	Piece	Inspection Points	Visual Inspection	Status				
				Yes	No	Use	Repair	Replace
17	Hub for Screw Conveyor (slow speed hub)	Thread	Is there Corrosion?		X	X		
			Is it damaged?		X	X		
		Pins	Is there Corrosion?		X	X		
			Is it damaged?		X	X		

Comments:

#	Piece	Points	Visual Inspection	Status				
				Yes	No	Use	Repair	Replace
14	Cover disc	Fit test	Is it loose or worn ?		X	X		

Comments:

Note 1: If you find any damage part, and need to do measurements, Use the deposition record form regarding machine size .
 Note 2: If find the cyclo, screw or bowl damage on the field, forward to service center to repair.

Name / Date:

City of Casper H09416



ANDRITZ SEPARATION INC.

110 Dickson Street
Pittsburg TX. 75686
Tel. (903) 856-0445
Fax (903) 856-3498
environ.us@andritz.com



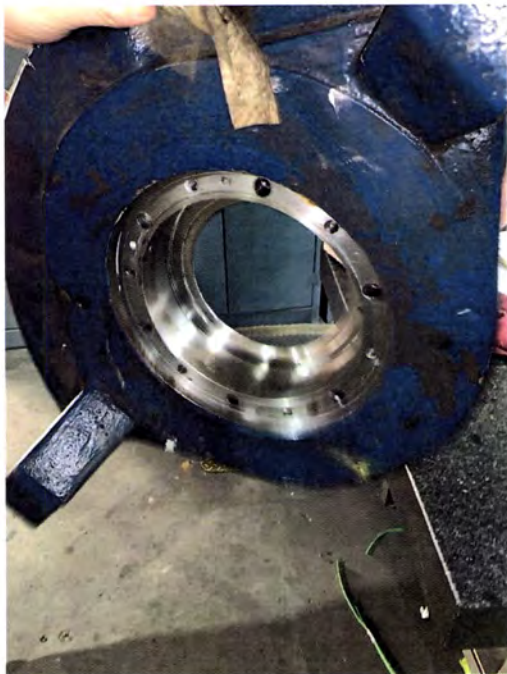
Grooved Spline



High speed hub

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environ.us@andritz.com

RESOLUTION NO. 22-28

A RESOLUTION AUTHORIZING A PURCHASE ORDER FOR PROFESSIONAL SERVICES WITH ANDRITZ SEPARATION INC., FOR SERVICE AND REPAIR OF A DEWATERING CENTRIFUGE USED AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City requires professional services for the service and repair of one Andritz dewatering centrifuge used at the Wastewater Treatment Plant; and,

WHEREAS, the Contractor represents that it is ready, willing, and able to provide the service as outlined by Andritz Quotation 20788004; and,


WHEREAS, the City desires to retain the Contractor to furnish said services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a purchase order for professional services with Andritz Separation Inc., for the service and repair of one Andritz dewatering centrifuge.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the purchase order for professional services in an amount not to exceed One Hundred Fourteen Thousand Two Hundred Fifty-Nine Dollars and Eleven Cents (\$114,259.11).

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

March 15, 2022

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer AS
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with Wayne Coleman Construction, Inc., in the amount of \$345,307, for the 2022 CPU Asphalt Repair, Project No. 22-004.

Meeting Type & Date:

Regular Council Meeting
March 15, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Wayne Coleman Construction, Inc., in the amount of \$345,307, for the 2022 CPU Asphalt Repair, Project No. 22-004. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$15,000, for a total project amount of \$360,307.

Summary:

On Wednesday, February 23, 2022, three (3) bids were received for the 2021 CPU Asphalt Repair, Project No. 21-001. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Wayne Coleman Construction	Mills, Wyoming	\$345,307.00
Installation & Service Co.	Mills, Wyoming	\$348,700.00
71 Construction	Casper, Wyoming	\$504,771.71

The engineer's estimate prepared by the City Engineering Office was \$350,000, with the low bid received at \$345,307. Adding a construction contingency amount of \$15,000 will bring the total contract amount to \$360,307.

The 2022 CPU Asphalt Repair contract includes bid quantities for furnishing and installing asphalt and base course materials and other related work based on scheduled in-house waterline replacement work, as well as an estimated number of water main breaks that may occur. This type of work is anticipated every year as part of ongoing waterline maintenance. The contract includes provisions for the

Wayne Coleman Construction, Inc.
2022 CPU Asphalt Repair
Project No. 22-004

imposition of liquidated damages if the contractor fails to address individual street repair sites in a timely manner.

Financial Considerations:

Funding for this project will be from the Water Fund Reserves allocated to the FY22 CPU Asphalt Repair Project.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR
(Approved by City Attorney, 2004)

THIS AGREEMENT is made between the City of Casper, Wyoming, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Wayne Coleman Construction, Inc., PO Box 2440, Mills, Wyoming 82644, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper is desirous of repairing asphalt damaged due to the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as the 2022 CPU Asphalt Repair Project No. 22-004.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2022 CPU Asphalt Repair Project, No. 22-004.

Contractor shall perform all the work required by the Contract Documents for supplying, patching, and finishing of asphalt concrete for street repairs, and rotomilling and repairing of asphalt at various locations throughout the City of Casper and environs, for the Casper Public Utilities Water Break Repair Program and the Water Line Replacement Program, for the period of April 15, 2022, through April 14, 2023.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

3.1 Within ten (10) days after the execution of this Agreement, the Owner will provide Contractor a written listing of "winter time" street repair locations, indicating locations requiring repair from the previous winter period as part of this Agreement. The Contractor shall finally complete these "winter time" street asphaltic repairs locations no later than June 15, 2022. The Owner assumes all responsibility for maintenance and traffic control of the "winter time" repair locations until Contractor mobilization to each location, prior to June 16, 2022. Starting June 16, 2022, the Contractor shall assume all responsibilities for any unfinished "winter time" asphaltic repairs, including all maintenance and traffic control. If

the Contractor fails to finally complete any “winter time” street asphaltic repair location by June 15, 2022, liquidated damages as per Article 3.7 shall be invoked.

- 3.2 All asphaltic repairs locations of less than 2,000 square feet associated with the repair program, located throughout the City of Casper and environs, shall be started within seventy-two (72) hours, or three (3) working days, after email notification to Contractor by Owner that the site is ready for repair. If work does not commence within the seventy-two (72) hour or three (3) working day time period, the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept all responsibility for cuts less than 2,000 square feet within seventy-two (72) hours, or three (3) working days, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within ten (10) working days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.3 All asphaltic repairs greater than 2,000 square feet associated with the replacement program, located throughout the City of Casper and environs, shall be started within one hundred and twenty (120) hours or five (5) working days after email notification to Contractor by Owner, that the site is ready for repair. If work does not commence within this time period the Contractor shall assume all responsibilities for that work site, including all maintenance and traffic control. If the Contractor fails to accept responsibility for cuts within one hundred and twenty (120) hours or five (5) working days of email notification, liquidated damages as per Article 3.7 shall be invoked. Furthermore, if the Contractor fails to complete a site within fifteen (15) days of the original email notification, liquidated damages as per Article 3.7 shall be invoked.
- 3.4 Any and all asphaltic street repair locations provided to Contractor by Owner between the date of this Agreement and June 15, 2022, shall be completed in accordance with Articles 3.1, 3.2, and 3.3, above.
- 3.5 Once the work commences, there shall be no delays. The work shall progress in a timely continuous manner until completion. If the Contractor should discontinue work prior to completion without Owner's approval, it shall result in liquidated damages for delay as agreed in Article 3.7 of the "Agreement Between Owner and Contractor".
- 3.6 If the Contractor, or the City of Casper representative, feels that in order to adequately insure proper repairs to any given asphalt repair, that complete street closure is necessary, it shall be the Contractor's responsibility to notify all affected residences. If the closure affects business, the affected business shall be given a minimum of a 24-hour notice prior to closure.
- 3.7 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 finally completed by the times and schedules specified in Paragraphs 3.1 through 3.5, inclusive, 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 finally 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 Two Hundred Fifty Dollars (\$250) for each day that expires after the times specified in Paragraphs 3.1 and 3.2, and Five Hundred Dollars (\$500) for each day that expires after the times specified in Paragraphs 3.3 through 3.5, inclusive, for final completion. 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 Three Hundred Forty-Five Thousand Three Hundred Seven and 00/100 Dollars (\$345,307.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1 through BS-2, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. SUBSTANTIAL COMPLETION

All references in the General Conditions regarding Substantial Completion shall be disregarded, and are not a part of the Contract. All progress payments to the Contractor shall be based upon acceptance of the work as finally complete at each individual work site for street repairs.

ARTICLE 6. 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.

- 6.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff AND City of Casper Accounts Payable at accountspayable@cityofcasperwy.gov 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.
 - 6.1.1 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.

6.1.2 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.

6.2 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 7. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding \$25,000.00 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 8. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 8.1 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.
- 8.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 8.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 8.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

- 8.5 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.
- 8.6 Contractor certifies that materials containing asbestos will not be used for this project without prior written approval by the Owner.

ARTICLE 9. 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:

- 9.1 This Agreement (Pages SFA-1 to SFA-7, inclusive).
- 9.2 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2).
- 9.3 Joint Account Agreement or Letter of Forfeiture waiving same.
- 9.4 Addenda No. 0 .
- 9.5 Performance and Payment Bonds.
- 9.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 9.7 Notice of Award.
- 9.8 Notice to Proceed.
- 9.9 Minutes of the Pre-Bid Conference, if any.
- 9.10 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 9.11 Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 9.12 General Requirements, consisting of seven (7) sections.
- 9.13 Special Provisions, consisting of seven (7) sections.
- 9.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.4 and 3.5 of the General Conditions, on or after the effective date of this Agreement.

9.16 Notice of Substantial Completion.

ARTICLE 10. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 11. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

**** INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:
(2022 CPU Asphalt Repair Project No. 22-004)

Willie Tremel

CONTRACTOR:

Wayne Coleman Construction, Inc.

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
 2022 CPU Asphalt Repair
 Project No. 22-004

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 April 14, 2023.

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. N/A Dated
Addendum No. Dated

- B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 345,307.00

TOTAL BASE BID, IN WORDS: Three Hundred Forty Five Thousand, Three Hundred Seven Dollars and Zero Cents DOLLARS.

- 6. Bidder agrees that the work for the City will be as provided above.
- 7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
- 8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Wayne Coleman Construction, Inc.
PO Box 2440
Mills, WY 82644

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on February 23, 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: Wayne Coleman Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Elizabeth Milberger, Secretary (seal)
(Title)

(Seal) Attest: [Signature]

Business Address: Wayne Coleman Construction, Inc.
1898 Melodi Lane
Casper, WY 82601

Phone Number: 307-265-3158

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE - CONTRACTOR
2022 CPU ASPHALT REPAIR PROJECT NO. 22-004
CASPER PUBLIC SERVICES DEPARTMENT

BID DATE: March 3, 2021

COMPANY NAME: WAYNE COLEMAN CONSTRUCTION, INC.

ADDRESS: PO BOX 2440, MILLS, WYOMING 82644

Contractor shall furnish and install items as shown on the Drawings or called for in the Specifications. All costs not included in the schedule that are necessary to provide a complete, functional project as depicted in the Drawings and Specifications are to be considered incidental and merged with costs of other related bid items.

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SYI = SQUARE YARD INCH CY = CUBIC YARD LF = LINEAR FEET EA = EACH

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
A-1	1	LS	Contract Bonding	\$ 10,307.00	\$ 10,307.00
B-1	2,000	SYI	Furnish & Install hot mix asphalt for patches less than 200 square feet.	\$ 18.75	\$ 37,500.00
B-2	7,000	SYI	Furnish & Install hot mix asphalt for patches between 200 and 2,000 square feet.	\$ 14.00	\$ 98,000.00
B-3	12,000	SYI	Furnish & Install hot mix asphalt for patches greater than 2,000 square feet.	\$ 11.00	\$ 132,000.00

ABBREVIATIONS

LS = LUMP SUM SY = SQUARE YARD SYI = SQUARE YARD INCH CY = CUBIC YARD LF = LINEAR FEET EA = EACH

ITEM NO.	APPROXIMATE QUANTITIES	UNITS	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
C-1	750	CY	Furnish & Install Type 'W' base course for patches greater than 2,000 square feet.	\$ 53.00	\$ 39,750.00
D-1	4000	LF	Rotomill asphalt to required depth for asphalt repair greater than 2,000 square feet.	\$ 3.00	\$ 12,000.00
E-1	250	SY	Install geotextile separation fabric.	\$ 4.00	\$ 1,000.00
F-1	5	EA	Furnish & Install concrete manhole collar.	\$ 1,000.00	\$ 5,000.00
F-2	10	EA	Furnish & Install valve box collar.	\$ 975.00	\$ 9,750.00
TOTAL BASE BID (ADDITION OF ITEMS A-1 THROUGH F-2)				\$	345,307.00

RESOLUTION NO.22-29

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WAYNE COLEMAN CONSTRUCTION, INC., FOR THE 2022 CPU ASPHALT REPAIR PROJECT NO. 22-004.

WHEREAS, the City of Casper desires to contract for street repairs for the 2022 Casper Public Utilities Asphalt Repair Project; and,

WHEREAS, Wayne Coleman Construction, Inc., is able and willing to provide those services specified as 2022 CPU Asphalt Repair Project, No. 22-004; 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 Fifteen Thousand Dollars (\$15,000.00) 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 Wayne Coleman Construction, Inc., for those services, in the amount of Three Hundred Forty-Five Thousand Three Hundred Seven Dollars (\$345,307).

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 Three Hundred Forty-Five Thousand Three Hundred Seven Dollars (\$345,307) and Fifteen Thousand Dollars (\$15,000.00) for a construction contingency account, for a total project amount of Three Hundred Sixty Thousand Three Hundred Seven Dollars (\$360,307).

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 Fifteen Thousand Dollars (\$15,000.00) 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:

Wallie Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

February 28, 2022

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

FROM: Andrew B. Beamer, P.E., Public Services Director *AB*
Alex Sveda, P.E., City Engineer

SUBJECT: Authorizing an agreement with Treto Construction, LLC, in the amount of \$247,950.00, for the Senior Center Parking Lot Improvements, Project No. 21-070.

Meeting Type & Date
Regular Council Meeting
March 15, 2022

Action Type
Resolution

Recommendation
That Council, by resolution, authorize an agreement with Treto Construction, LLC, in the amount of \$247,950.00, for the Senior Center Parking Lot Improvements, Project No. 21-070. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,050.00, for a total project amount of \$258,000.00.

Summary
On Monday, February 28, 2022, eight (8) bids were received for the Senior Center Parking Lot Improvements, Project No. 21-070. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Treto Construction	Casper, Wyoming	\$247,950.00
Crown Construction	Mills, Wyoming	\$300,805.00
Installation & Service Co.	Mills, Wyoming	\$326,590.00
Brutill Construction	Casper, Wyoming	\$351,948.50
Andreen Hunt Construction	Mills, Wyoming	\$391,110.00
Wayne Coleman Construction	Mills, Wyoming	\$394,307.00
Knife River	Casper, Wyoming	\$394,952.29
71 Construction	Casper, Wyoming	\$461,775.77

The engineer's estimate prepared by the City Engineering Office was \$419,775.00.

The project includes parking lot improvements with new asphalt pavement and improved drainage at

Memo Construction
Treto Construction, LLC
Senior Center Parking Lot Improvements
Project No. 21-070

the Casper Senior Center, located at 1831 East 4th Street. The project is scheduled to be substantially complete by July 22, 2022.

Financial Considerations

Funding for this project was originally allocated from FY22 Opportunity Funds budgeted for the Senior Center in the amount of \$250,000. However, a previous project, Senior Center Air Conditioning Upgrades, needed \$36,254 of those funds by transfer, and an additional \$26,425 was needed for engineering, surveying, and materials testing, leaving \$187,321 in available funds. An additional \$70,629 is proposed from Opportunity Funds to reach the necessary \$258,000 for the project.

Oversight/Project Responsibility

Alex Sveda, City Engineer

Attachments

Resolution
Agreement

Memo Construction
Treto Construction, LLC
Senior Center Parking Lot Improvements
Project No. 21-070

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 Treto Construction, LLC, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires asphalt, concrete and storm improvements at the Casper Senior Center, located at 1831 East 4th Street

WHEREAS, the Contractor is able and willing to provide those services specified as the

Senior Center Parking Lot Improvements, Project No. 21-070

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for Senior Center Parking Lot Improvements, Project No. 21-070, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

The Project has been designed by the City of Casper, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Architect and/or Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **July 22, 2022**, and ready for final payment in accordance with Article 14 of the General Conditions by **July 29, 2022**. Substantial Completion will be accepted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these contract documents, until work is substantially complete. Contractor shall submit a comprehensive traffic control plan. No open excavations shall remain overnight.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars

(\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of Two Hundred Forty-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$247,950.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the lump sum price for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@Casperwy.gov AND City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Progress payments will be made in an amount equal to ninety-five percent (95%) of the Work completed, and ninety-five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout project and of the Total Contract Price.

5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.

5.1.3 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's

general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.

- 5.2 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Twenty-Five Thousand Dollars (\$35,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-4 of the Bid Form and the Bid Schedule.
- 8.4 Addenda No.: 1 – 6, inclusive.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of Nine (9) sections. Special Provisions consisting of Ten (10) Sections and Six (6) Drawing "Sheets".
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

Senior Center Parking Lot Improvements, Project No. 21-070
- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 8. MISCELLANEOUS PROVISIONS.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2022.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

APPROVED AS TO FORM:
(Senior Center Parking Lot Improvements, Project No. 21-070)

Walter Tremel

WITNESS:

CONTRACTOR:

Treto Construction, LLC
PO Box 50610
Casper, WY 82609

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

EXHIBIT "A"
STANDARD
BID FORM
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper
Senior Center Parking Lot Improvements
Project No. 21-070

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **July 22, 2022** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **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>01, 02, 03</u>	Dated <u>02/14 & 16/2022</u>
Addendum No. <u>04, 05, 06</u>	Dated <u>02/19 & 24/2022</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:

TOTAL BASE BID, IN NUMERALS: \$ 247,950.00

TOTAL BASE BID, IN WORDS: Two hundred forty seven thousand
nine hundred fifty ans zero cents----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
P.O. Box 50610
Csper, WY 82609

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 28, 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: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: German G. Treto *German G Treto* (seal)

(Title)

(Seal)

Attest: *Cristina Treto*

Business Address: 5251 Gladstone St.
Casper, WY 82609

Phone Number: 307-237-8836

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.)

RESOLUTION NO.22-30

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE SENIOR CENTER PARKING LOT IMPROVEMENTS, PROJECT NO. 21-070.

WHEREAS, the City of Casper desires to contract for street repairs for the Senior Center Parking Lot Improvements, Project No. 21-070; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as Senior Center Parking Lot Improvements, Project No. 21-070; 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 Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

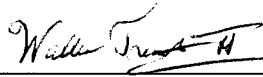
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Treto Construction, LLC, for those services, in the amount of Two Hundred Forty-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$247,950.00).

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 Two Hundred Forty-Seven Thousand Nine Hundred Fifty and 00/100 Dollars (\$247,950.00) and Ten Thousand Fifty and 00/100 Dollars (\$10,050.00) for a construction contingency account, for a total project amount of Two Hundred Fifty-Eight Thousand and 00/100 Dollars (\$258,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00) 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:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

February 28, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *McPheeters 307*
Lori Jackson, PSCC Manager
SUBJECT: Authorizing the Purchase of Mobile Telephone Positions in the Total Amount of Forty-Four Thousand Four Hundred Forty-Two Dollars and 24/100 (\$44,442.24).

Meeting Type & Date
Regular Council Meeting
March 15, 2022

Action Type
Resolution

Recommendation
That Council, by resolution, authorize the purchase of mobile telephone positions to ensure continuity of service to the community in the event PSCC becomes displaced from their facility or there is a need to be assigned off-site.

Summary
The proposed purchase is for four (4) mobile telephone positions that would enable staff to work from a location outside of the Public Safety Communications Center. Having purchased three (3) mobile positions in 2020, the need for additional positions became apparent. Employees have been deployed off-site to assist during snow-storms and wildland fires, as well as participate in interagency training with user agencies. Additionally, as Coronavirus cases are increasing heading into the fall and winter months, additional remote consoles will allow us to limit staff exposure and allow asymptomatic or mildly symptomatic employees to continue providing necessary service to the community.

A resolution has been prepared for Council's consideration.

Financial Considerations
This project is funded in the FY22 COVID Relief Grant, Project #1170122001.

Oversight/Project Responsibility
Lori Jackson, PSCC Manager

Attachments
Resolution
Contract

CONTRACT FOR PRODUCTS AND PROFESSIONAL SERVICES

PART I - AGREEMENT

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

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

2. ConvergeOne, Inc., 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. The City is undertaking a project to provide Remote Telephone Dispatch Consoles.

B. The project requires professional services for the installation of four Mobile 911 Position Systems.

C. The Contractor represents that it is ready, willing, and able to provide the products and professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such products and services.

E. For purposes of this Contract, “Products” shall mean all hardware, third party software, and/or third party provided support services that are generally associated with the Products and provided to the City by the Contractor.

F. For purposes of this Contract, “Services” shall mean all Contractor provided maintenance services, software release management services, and/or troubleshooting services ordered by the City to maintain and service the Products to ensure that they operate in conformance with their respective documentation and specifications.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following Services in connection with and respecting the project:

Template 4/23/2021

Contractor’s Name: ConvergeOne, Inc.

Page 1 of 12

- A. Provide all the Products listed in Exhibit A and assign a project manager to work directly with the City as the main point of contact.
- B. Mobile Positions with prepaid maintenance.
- C. Planning and Implementation Stage:
 - 1. Configure FirstNet/AT&T Hotspot for network connectivity;
 - 2. Schedule installation and implementation;
 - 3. Test Products after installation.

2. TIME OF PERFORMANCE:

The Services of the Contractor shall be undertaken and completed on or before the 31st day of May 2022.

3. COMPENSATION:

In consideration of the Products purchased under this Contract, and the performance of Services rendered under this Contract, the Contractor shall be compensated for the Products delivered and the Services performed in accordance with paragraph 1, not to exceed a lump sum of Forty-Four Thousand Four Hundred Forty-Two Dollars and Twenty-Four Cents (\$44,442.24).

4. METHOD OF PAYMENT:

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

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.


6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

APPROVED AS TO FORM



ATTEST


CITY OF CASPER, WYOMING
A Municipal Corporation


Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
ConvergeOne, Inc.

By: 

By: 

Printed Name: Jennifer Olson

Printed Name: Kyle Wewe

Title: Contract Administrator

Title: Regional Vice President

CONTRACT FOR PRODUCTS AND PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

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

3. ASSIGNABILITY:

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

4. AUDIT:

Upon reasonable advance notice, and no more than twice per calendar year, the City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from

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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also

comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. PERSONNEL:

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

10. SUBCONTRACTOR:

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

11. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.
 4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of One Million Dollars (\$1,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

City reserves the right, upon reasonable advance notice of no less than thirty (30) days, to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

1. **Limitation of Liability.** Notwithstanding the foregoing, Contractor and the City acknowledge and agree to the following:

- a. The City acknowledges that the Services may not function properly: (i) during any disruption of power at the City’s location; (ii) during any disruption of internet connectivity to the City’s location; (iii) during any period in which the City’s VoIP telephony service provider or Local Exchange carrier has cancelled or suspended

delivery of services to the City for any reason (including suspension or cancellation for failure to pay or other default); (iv) during any period of service outage or failure beyond Contractor's reasonable control (including natural disasters, wide-spread telephony or Internet network failures or a service failure of Contractor or its third party suppliers); (v) if the City's equipment fails to function, is not properly configured or is defective.

b. SHOULD THE CITY, OR ANY PARTY CLAIMING TO HAVE IN ANY WAY RELIED UPON THE SERVICES, SUFFER ANY LOSS, DAMAGE, COST OR EXPENSE FROM ITS USE, OR OPERATION OF THE SERVICES, THEN THE MAXIMUM AGGREGATE AMOUNT OF LIABILITY OF CONTRACTOR, ITS OFFICERS, EMPLOYEES AND AGENTS WILL BE LIMITED TO FIVE HUNDRED THOUSAND DOLLARS (\$500,000). IN NO EVENT SHALL CONTRACTOR BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES.

12. INTENT:

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

13. WYOMING GOVERNMENTAL CLAIMS ACT:

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

14. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this

Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

15. FORCE MAJEURE:

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

16. ELECTRONIC SIGNATURES:

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

17. TERMS SPECIFIC TO PRODUCTS:

A. Warranties; Disclaimers; Software Licenses. Contractor represents and warrants that, immediately prior to the sale of a Product to the City, Contractor will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Contract). In addition, Contractor represents and warrants that Contractor has the full right, power, and authority to sell, deliver, or provide the Product to the City.

1. Product Warranties. Supplier warrants the Products to the City to the same extent and term as the manufacturer warrants the Products to Contractor. Copies of the warranty information on the respective Products have been provided by

Contractor to the City prior to the execution of this Contract. CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MANUFACTURERS PRODUCTS.

2. THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH CONTRACTOR DISCLAIMS AND ARE EXCLUDED. CONTRACTOR DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS PROVIDED HEREUNDER. CONTRACTOR DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. CONTRACTOR WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD).

- B. Software Licenses. The City agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Copies of such software licenses have been provided by Contractor to City for review prior to the execution of this Contract.
- C. Intellectual Property Infringement Indemnification. With respect to each Product that Contractor provides to the City hereunder, Contractor will provide to City an intellectual property infringement indemnity to the extent, and only to the extent, that Contractor receives an intellectual property infringement indemnity from the respective manufacturer for such Product. Copies of the terms and provisions of each intellectual property infringement indemnity that apply to the respective Products that Contractor provides to the City hereunder have been provided by Contractor to City for review prior to the execution of this Contract.

Solution Summary

Additional Intrado Laptop Consoles

<p>Customer: City of Casper Police Dept</p> <p>Ship To Address: 441 Landmark Dr Casper, WY 82609-4562</p> <p>Bill To Address: 200 N DAVID ST Attn: Accounts Payable CASPER, WY 82601</p> <p>Customer ID: VTWCITCAS0002</p> <p>Customer PO:</p>	<p>Primary Contact: Lori Jackson</p> <p>Email: ljackson@cityofcasperwy.com</p> <p>Phone: 307-235-8270</p> <p>National Account Manager: Austin Goodwin</p> <p>Email: agoodwin@convergeone.com</p> <p>Phone: +13072325078</p>
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Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$8,414.64		One-Time		\$8,414.64
Hardware	\$29,248.32		One-Time		\$29,248.32
Professional Services	\$3,922.12		One-Time		\$3,922.12
Maintenance					
Intrado Maintenance	\$2,857.16		Prepaid		\$2,857.16
Project Subtotal	\$44,442.24				\$44,442.24
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$44,442.24				\$44,442.24

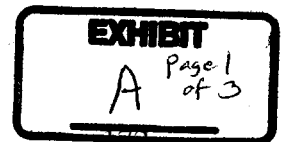
This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

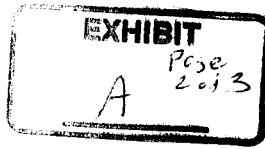
Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically Itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect.

This Order is a configured order and/or contains software.





Date: 12/1/2021
 Page #: 2 of 3
 Documents #: OP-000631474
 SO-000721369
 Solution Name: Additional Intrado Laptop
 Consoles
 Customer: City of Casper Police Dept

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
<No Custom Group 1 Listed>						
1	Professional Services	Professional Services				\$2,101.00
Power 911						
2	913152	Power 911 Add-on Recorder for Radio		4	\$476.34	\$1,905.36
Laptops						
3	914114/BAK	Portable 9-1-1 Position (Back-up)		4	\$7,312.08	\$29,248.32
4	914158	Laptop VPN Support License		4	\$752.32	\$3,009.28
staging						
5	Professional Services	Professional Services				\$1,111.12
Project Mgt Svcs						
6	Professional Services	Professional Services				\$710.00
Software Subscription						
7	950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 1		4	\$175.00	\$700.00
8	950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 2		4	\$175.00	\$700.00
9	950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 3		4	\$175.00	\$700.00
10	950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 4		4	\$175.00	\$700.00
11	950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 5		4	\$175.00	\$700.00
Software Protection and Remote Tech Support						
12	950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 1		4	\$70.00	\$280.00
13	950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 2		4	\$71.40	\$285.60
14	950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 3		4	\$72.83	\$291.32
15	950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 4		4	\$74.29	\$297.16

EXHIBIT
 Page
 A 3 of 3

Date: 12/1/2021
 Page #: 3 of 3
 Documents #: OP-000631474
 SO-000721369
 Solution Name: Additional Intrado Laptop
 Consoles
 Customer: City of Casper Police Dept

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
16	950999/PRO1- BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 5		4	\$75.77	\$303.08

Antivirus Recurring Fees

17	914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 1		4	\$70.00	\$280.00
18	914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 2		4	\$70.00	\$280.00
19	914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 3		4	\$70.00	\$280.00
20	914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 4		4	\$70.00	\$280.00
21	914143	Symantec EndPoint Protection Manager (EPM) - 1 year Year 5		4	\$70.00	\$280.00

RESOLUTION NO.22-31

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH CONVERGEONE, INC., TO PURCHASE MOBILE TELEPHONE POSITIONS.

WHEREAS, the City of Casper's the Public Safety Communications Center has successfully deployed three (3) mobile telephone positions; and,


WHEREAS, the City of Casper's Public Safety Communications Center has identified the need to purchase additional back-up remote telephone positions; and,

WHEREAS, ConvergeOne, Inc. represents that it is ready, willing, and able to provide the professional services more particularly described in the Contract for Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized to execute and the City Clerk to attest the above described Contract for Professional Services with ConvergeOne, Inc., in the amount of Forty-Four Thousand Four Hundred Forty-Two Dollars and Twenty-Four Cents (\$44,442.24).

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

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

March 8, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
Terry Cottenoir, Engineering Technician

SUBJECT: Resolution Authorizing Submission of a Grant Application to the United States Department of Transportation for a 2022 RAISE (Rebuilding American Infrastructure with Sustainability and Equity) Grant

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action type

Resolution

Recommendation

That Council, by resolution, authorize the submission of an Application for a 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to the United States Department of Transportation (USDOT) to fund the reconstruction of K Street from St. Mary Street to Bryan Stock Trail, the reconstruction of Bryan-Evansville Road from Bryan Stock Trail to Hereford Lane, and the construction of a concrete multi-use pathway connecting the Platte River Pathway from the Bryan Stock Trail Bridge to Lake McKenzie Park, in the amount of \$1,824,900.00, with the City's match of 30%. The total project cost is estimated to be \$2,607,000.00, and the City's portion is estimated to be \$782,100.00.

Summary

The City of Casper is preparing to apply for a USDOT 2022 RAISE Grant to help fund the reconstruction of K Street from St. Mary Street to Bryan Stock Trail, the reconstruction of Bryan-Evansville Road from Bryan Stock Trail to Hereford Lane, and the construction of a concrete multi-use pathway connecting the Platte River Pathway from the Bryan Stock Trail Bridge to Lake McKenzie Park. City staff received the RAISE Notice of Funding in mid-February and have been compiling project cost estimates, writing the project narrative to reflect transportation impacts, and requesting letters of support from local, state, and federal partners. This project includes replacing aging water and sewer mains, new roadway, curb and gutter, sidewalks, landscaping and roadway lighting along the corridor.

The reconstruction of K Street and Bryan-Evansville Road, along with the construction of the multi-use pathway connecting the Platte River Pathway from the Bryan Stock Trail Bridge to Lake McKenzie Park, will enhance the existing transportation system in accordance with the City's Comprehensive Plan. The proposed project will also improve the walkability of the North Casper Area by providing a new sidewalk along both sides of the street and new crosswalks along the entire corridor.

If awarded the grant, design engineering of the project would be finalized in order to meet all local, state, and federal requirements by September 30, 2022. One of the grant requirements is confirmation of the non-Federal match, which can be demonstrated via a Council resolution. Once design is completed, the anticipated bidding and construction start would be planned for the winter of 2022 and spring of 2023, respectively. Construction would be scheduled to occur constructed over a 14-month period with completion by fall of 2024.

Financial Considerations

The 2022 RAISE Grant considers rural designated projects that are a minimum in size of \$1.0 million dollars, and requires a non-Federal match of 30%. The engineer’s estimate for the City of Casper’s proposed project is a total cost of \$2,607,000.00 with a non-Federal match of 30% by the City of \$782,100.00.

The funding source for the local match is proposed to be determined at such time as the City receives the approval of the grant application.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

RESOLUTION NO. 22-32

A RESOLUTION AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY GRANT PROGRAM FOR THE K STREET/BRYAN-EVANSVILLE ROAD PROJECT.

WHEREAS, the City of Casper desires to apply to the United States Department of Transportation for a 2022 Rebuilding American Infrastructure with Sustainability and Equity Grant; and,

WHEREAS, the application will be submitted for the reconstruction of K Street from St. Mary Street to Bryan-Stock Trail and Bryan Evansville Road from Bryan Stock Trail to Hereford Lane, including new utilities, curb and gutter, sidewalk, landscaping, roadway lighting, and a concrete multi-use pathway connecting the Platte River Pathway from the Bryan Stock Trail Bridge to Lake McKenzie Park; and,

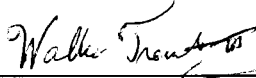
WHEREAS, the reconstruction will be a benefit for the residents of Casper and the surrounding area creating a walkable, sustainable, infrastructure foundation for the North Casper Area; and,

WHEREAS, sufficient federal transportation enhancement funds exist to fund the project providing adequate local match is provided by the City of Casper.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Casper City Council authorize the application to the United States Department of Transportation for the 2022 RAISE Grant Program, in the amount of \$1,824,900.00, which would require a City match of \$782,100.00.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

March 9, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager
SUBJECT: Authorize a Passenger Bus Agreement between 5150 Tourism Development, Inc. (5150) and the City of Casper

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action type

Resolution

Recommendation

That Council by resolution, authorize a Passenger Bus Agreement between 5150 and the City of Casper (City).

Summary

The topic of purchasing a 24-seat passenger bus for use by Visit Casper was discussed at the City Council Work Session held on February 8, 2022. The initial draft of the Passenger Bus Agreement was presented to City Council at the Work Session held March 8, 2022. The Passenger Bus Agreement outlines the responsibilities of the City and the responsibilities of 5150. The bus will be purchased by 5150, which is affiliated with Visit Casper. The cost of the bus is \$187,959.00, which 5150 will pay to the City after the bus is delivered and assessed for compliance within the bid specifications ordered. The bus is expected to be delivered one year from the order date. The City will own the bus and lease the bus to 5150 for One Dollar (\$1.00) annually on the anniversary date of when the City received the purchase amount from 5150. 5150 will use this bus to move conventioners, event attendees, and leisure visitors around Natrona County including access to the City, as schedule allows, utilizing the bus for events relating to the City Parks, Recreation, and Public Facilities Department.

Financial Considerations

This bus will be paid for by 5150.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to 5150 after the bus is received.

Attachments

Passenger Bus Agreement

PASSENGER BUS AGREEMENT

This Passenger Bus Agreement, hereinafter referred to as “Agreement”, entered into as of this 11 day of March, 2022, by and between the City of Casper, Wyoming, a Wyoming municipal corporation (“**City**”), 200 North David Street, Casper, Wyoming 82601, and the 5150 Tourism Development Inc. (“**5150**”), 139 W. 2nd St. #1b, Casper, Wyoming 82601.

Throughout this document the City and 5150 may be individually referred to as a “party” or collectively as the “parties.”

WHEREAS, 5150 has identified the need for a Twenty-Four (24) seat passenger bus, hereinafter referred to as “bus,” to be used by Visit Casper to move conventioners, event attendees, and leisure visitors around Natrona County; and,

WHEREAS, this benefits the City by gaining more conventioners and attendees desiring to come and produce commerce in our community; and,

WHEREAS, the City is willing to accept owning the bus purchased by 5150 according to the responsibilities outlined below.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Agreement.

2. **Effective Date.** This Agreement will be in effect on March 16, 2022, and be automatically renewed annually, on the same month and date of subsequent years unless the terms are modified in writing by mutual agreement between the respective parties as allowed by this Agreement.

3. **Responsibilities of the City.** The City shall bid, procure, and own the bus. The City shall lease the bus to 5150 in the amount of One Dollar (\$1.00) annually. The City shall provide routine maintenance for the bus through the City’s Fleet Services Division. The City shall consult with 5150 on any major repairs/replacement needed outside of routine maintenance and minor repair/replacement prior to the work being done to approve the funding that will be needed by 5150 for said repairs/replacements. The City shall provide 5150 access and use of the City fuel pumps for the bus. The City’s Fleet Services Division will bill 5150 for any fuel used at the City fuel pumps. The City shall provide 5150 the ability to store the bus on City property. The City will pay for routine maintenance such as oil change, tire repair and rotation, etc. up to \$1,000 annually.

4. **Responsibilities of 5150 Tourism Development, Inc.** The bus is expected to be delivered twelve (12) months from the order date. 5150 shall pay the amount of \$187,959.00 to the City’s Fleet Services, who will in turn pay Creative Bus Sales, after the bus is delivered to the City’s Fleet Services Division and assessed for meeting all the bid specifications as ordered. Thereafter, 5150 shall pay One Dollar (\$1.00) annually to lease the bus from the City. 5150 shall pay for all maintenance and repair over \$1,000.00 annually. 5150 shall pay the City for City fuel used. 5150

shall pay for any promotional wrapping on the bus. 5150 shall secure and pay for liability insurance for operating the bus. 5150 shall be responsible for all employment costs and independently contract with any City Transit Bus Drivers employed by the City or any other qualified driver to operate the bus. 5150 shall provide access to the City, as schedule allows, to utilize the bus for events relating to the City Parks, Recreation and Public Facilities Department.

5. **No Waiver of Governmental Rights.** The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserved the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

6. **No Third Party Beneficiaries.** The parties to this Agreement do not intend to create, except as provided herein any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. Except as provided herein, the rights, duties, and obligations contained in this Agreement shall operate only between the signatories to this Agreement, and shall insure solely to the benefit of the parties to this Agreement. The signatories to this Agreement intend and expressly agree that only signatories 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.

7. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Seventh Judicial District, Natrona County, Wyoming.

8. **Availability of Government Funds.** The payment obligation contained herein is contingent upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services to be performed by the City, this Agreement may be terminated by the City without penalty, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

9. **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, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

10. **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.

11. Independent Contractors. The parties shall perform the terms of this Agreement as independent contractors. The parties intend that this Agreement will not be construed to create any relationship between them or any of their respective employees other than that of independent entities contracting for the purpose of effecting the provisions of this Agreement.

12. Complete Agreement. This Agreement will supersede any or all prior oral or written forms of understanding between the City and 5150 regarding the subject matter herein. This Agreement may not be amended or modified except when amended in writing and signed by both parties.

13. Termination.

a. 5150 may terminate this Agreement at any time for any reason by providing the City with thirty (30) days written notice of its intent to terminate. In the event that 5150 terminates this Agreement for any reason other than City's breach of Agreement, 5150 shall refund a prorated amount of fees received to the City for any period after the date of termination and return any materials, equipment, hardware, or software loaned by the City for the event, at the 5150's expense.

b. The City may terminate this Agreement anytime for any reason by providing thirty (30) days written notice to 5150 of intent to terminate said Agreement.

c. In the event either party elects to terminate this Agreement, the City shall take all actions necessary to transfer the title of the bus to 5150.

14. Limitation of Liability. In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

15. Insurance and Indemnification:

A. **Prior to** the commencement of work, 5150 shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by 5150, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or

occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if 5150 has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

C. *Higher Limits.* If 5150 maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by 5150. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of 5150 including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to 5150's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Agreement, 5150's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects 5150 as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

5150 hereby grants to City a waiver of any right to subrogation which any insurer of 5150 may acquire against the City by virtue of the payment of any loss under such insurance. 5150 agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

5150 has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require 5150 to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: 5150 shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if 5150 is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. 5150 shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Agreement and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of Agreement work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the Agreement*. However, 5150's liabilities under this Agreement shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, 5150 must purchase “extended reporting” coverage for a minimum of *five (5) years* after completion of Agreement work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

5150 shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive 5150’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

5150 shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and 5150 shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

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

- E. 5150 agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney’s fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of 5150 and any Subconsultant thereof.

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

IN WITNESS WHEREOF, the City, and 5150 Tourism Development Inc., have executed this Agreement as of the date first above written.

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
744E66G840E24B1...

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

DocuSigned by:
Jim Rieble
F492923A04334E0

5150 Tourism Development Inc.

DocuSigned by:
Brook Kaufman
ABD069F95E7D494

Brook Kaufman
Chief Executive Officer
5150 Tourism Development Inc.

RESOLUTION NO. 22-33

A RESOLUTION ACCEPTING THE PASSENGER BUS AGREEMENT WITH 5150 TOURISM DEVELOPMENT INC. (5150).

WHEREAS, 5150 has identified the need for a Twenty-Four (24) seat passenger bus, hereinafter referred to as "bus," to be used by Visit Casper to move conventioners, event attendees, and leisure visitors around Natrona County; and,


WHEREAS, this benefits the City of Casper by gaining more conventioners and attendees desiring to come and produce commerce in our community; and,

WHEREAS, the City of Casper is willing to accept owning the bus purchased by 5150 according to the responsibilities outlined below in the Passenger Bus 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, to accept the Passenger Bus Agreement with 5150.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

March 2, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
M. Jeremy Yates, MPO Supervisor *MJY*
Renee Hardy, MPO Technician *RHS*
SUBJECT: Garden Creek Loop Trail Connectivity Plan Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, March 15, 2022.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Civil Engineering Professionals, Inc., for the Garden Creek Loop Trail Connectivity Plan in an amount not to exceed \$60,000.00.

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 \$60,000.00 of matched federal funding for a Garden Creek Loop Trail Connectivity Plan.

Currently there are almost 90 miles of trails in the Casper area, which, along with the area's geography, diverse terrain and numerous natural features, provide a remarkable outdoor experience for residents and visitors alike. The Garden Creek Trail Loop Connectivity Plan will guide the creation and extension of the existing trail system along conservation easements in the Garden Creek Drainage. The Natrona County Development Plan recommends prioritizing additional access to open space and recreational opportunities in future planning efforts. Expanding the local trail system and connecting open spaces will support these priorities, as well as enhance the area's recreational opportunities, support a good quality of life for area residents, and further highlight Natrona County's natural beauty.

The Casper Area MPO released a Request for Proposals (RFP) on November 5, 2021. Six (6) consulting firms responded with a proposal by the December 3, 2021 deadline. MPO Staff, members from the MPO Citizen's Committee, and representatives from Natrona County reviewed

the proposals, and on January 10, 2022, selected Civil Engineering Professionals, Inc. 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 15, 2022.

Financial Considerations:

The proposed contract shall not exceed \$60,000.00. Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$54,294.00
Local Match	9.51%	\$5,706.00
Casper	73.31%	\$4,183.07
Natrona	15.80%	\$901.55
Mills	4.59%	\$261.91
Evansville	3.37%	\$192.29
Bar Nunn	2.93%	\$167.19
Total		\$60,000.00

The Casper Area MPO Policy Committee approved the funding of \$60,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

Oversight/Project Responsibility:

Renee Hardy, MPO Technician

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. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609 (“Consultant”)

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

A. The City needs professional planning services for the Garden Creek Trail Loop Connectivity 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 following services in connection with and respecting the project Garden Creek Trail Loop Connectivity Plan:

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 15, 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 Sixty Thousand Dollars and Zero Cents (\$60,000.00). 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 (5%) of total Project cost, or Three Thousand Dollars and Zero Cents (\$3,000.00), 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 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

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

APPROVED AS TO FORM:

William Tremel

ATTEST:

Fleur Tremel
City Clerk

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

Ray Pacheco
Mayor

WITNESS:

By: Nicholas Larsen

Printed name: Nicholas Larsen

Title: Principal

Civil Engineering Professionals, Inc. as
Consultant:

By: Robert Bennett

Printed name: ROBERT BENNETT

Title: 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 as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof,"

“hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.

- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers’ compensation programs before and during performance of work under this Agreement, if applicable.

- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of twenty-four (24) pages; Exhibit A, Scope of Services consisting of two (2) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Contractor – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of eight (8) pages; 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.

- HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

- II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such

original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.

a. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.

b. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not

less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

- c. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
- d. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.
- e. **Payment of Premiums and Notice of Revocation.** All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
- f. **The Owner May Insure for Contractor.** In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
- g. **The Owner's Right to Reject.** The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
- h. **The Owner's Right to Contact Insurer.** The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - i. Exclusions from coverage;
 - ii. Claims in progress which could significantly reduce the annual aggregate limit; and
 - iii. Any applicable deductible amounts.

If the policy is a “claims made” policy instead of an “occurrence” policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

- i. **Subcontractors.** The insurance requirements set out above apply to all subcontractors. It is the Consultant’s responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.

- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys’ fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers’ compensation, unemployment insurance, and sales taxes.

- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days’ written notice. This Agreement may be terminated by the

Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

QQ. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

RR. Time is of the Essence. Time is of the essence in all provisions of this Agreement.

SS. Titles Not Controlling. Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

TT. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

UU. Personnel. The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws

VV. Personnel Changes. The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

WW. Technical. The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be

disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.

- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- BBB. **Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the

documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.

CCC. **Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.

DDD. **Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.

EEE. **Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.

FFF. **Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

Part III
FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

2. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

The Consultant agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
3. It will report violations of use of prohibited facilities to FTA; and

4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

3. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*,

the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

4. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

7. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

8. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

9. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

11. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

12. TERMINATION

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

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

13. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees 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. Reserved for future use.
- 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

Task 1: Project Management

The team will begin the project with a kickoff meeting with MPO. This meeting will serve as a road map for the project so everyone can follow the process. Strategies will be discussed concerning schedule, concepts, website and marketing materials, and timing and approach on public engagement. Goals and priorities will be developed so the team will have a better understanding of the project plan. From this meeting, CEPI will start the process of laying out several preliminary alignments within the study area.

Immediately following the kickoff meeting, the MPO, HDR, and CEPI will meet with the owner of the study area, the Jim and Audrey Bailey Foundation, as well as the Nature Conservancy, executor of the conservation easement, to gauge overall interest in the plan and determine preliminary requirements for the project. Check-in meetings with the MPO will be held every other week throughout the project to ensure open communication, confirm next steps, and keep the project moving on schedule.

Task 2: Community Engagement

We will provide the MPO with a Public Involvement Plan (PIP) for the project in accordance with the MPO’s Public Participation Plan before beginning community engagement. We will provide various opportunities to gather meaningful feedback on the project and build public buy-in with residents, visitors, landowners, and other stakeholders.

Stakeholder Working Group

Our team will create a stakeholder working group with key stakeholders and partner agencies to build consensus and discuss all aspects of the project and develop the project plan in accordance with their individual needs. Members may include, but are not limited to:

- Jim & Audrey Bailey Foundation
- WYDOT
- Wyoming Outdoor Council
- Natrona County
- City of Casper
- Platte River Trails Trust
- The Nature Conservancy

This group will meet a minimum of three times throughout the project. The first meeting will be an introduction to build project understand and awareness, while gathering initial input on how they view project success. Meeting two will discuss our concept alignments and further develop the study. The last meeting will be held towards the end of the project to present our draft approach.

Landowner Meetings

We will hold up to eight landowner meetings with adjacent and nearby landowners and gather their feedback on land use, access, and any other relevant topics. These meetings will help build consensus, address any concerns that may arise, and make sure the final plan incorporates their needs. The meetings can be held in-person or virtually depending on the preference of each landowner.

Online Public Meeting

Our team will create a self-guided online event to allow members of the public to participate from the comfort of their own computers. This meeting will educate participants about the project, summarize work that has been done to-date, and gather input to help inform the development of the plan. The online event will have interactive activities, such as prioritization exercises, comment map, or surveys depending on the input needs.

Existing Event Participation

We will host two in-person public participation opportunities. One early in the project to gather preliminary feedback on the project, and we will attend an existing event within the community to kick-off the 30-day public comment period. People can stop by to talk to project staff and learn more about the draft plan and next steps. If no existing event fits the project timing, then CEPI and HDR will host their own events with support from the MPO.

Promotional Materials

We will create social media posts and advertisements, press releases, e-blast, website content for Casper Area MPO's existing website, and other existing communication outlets through the MPO, your partners, and key stakeholders. We will use these outlets to promote the online public meeting, existing event, and the 30-day public comment period.

Task 3: Trail Recommendations, Estimated Costs & Final Deliverables

With approval from the landowner, CEPI will survey the area using drone equipment with LIDAR capabilities. We will produce a minimum of three (3) trail alignments with surfacing recommendations and landscape amenities that will enhance the trail user's experience. We will also review potential connections to expand and connect to the current trail system. Our project team will meet with all stakeholders to present the different options and gather their input. Once all stakeholders and public input has been considered we will develop cost estimates for the identified alternatives. All alternatives will meet the requirement of the conservation easement with the Nature Conservancy.

CEPI will provide the MPO with three (3) bound copies of the final report, along with electronic versions of this and all project materials.

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 Garden Creek Trail Loop Connectivity Plan; and,

WHEREAS, on January 10, 2022, the Consultant Selection Committee approved the hiring of Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609, to complete the Garden Creek Trail Loop Connectivity Plan; and,

WHEREAS, Civil Engineering Professionals, Inc., is willing, available and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Civil Engineering Professionals, Inc., to complete the Garden Creek Trail Loop Connectivity Plan in accordance with the Agreement, for an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00).

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 Civil Engineering Professionals, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of 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, ROBERT BENNETT am the PRESIDENT of and duly authorized representative of the firm of Civil Engineering Professionals, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

3/4/22
Date

Robert Bennett
Signature

ROBERT BENNETT
Printed Name

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 Natrona) ss

I, ROBERT BENNETT, 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: Robert Bennett
PRESIDENT
Title

Subscribed in my presence and sworn to before me this 4 day of March, 2022, by:

Sami Herdt
Sami Herdt



Notary Public

3-29-24
My Commission Expires

EXHIBIT "G"
FEE SCHEDULE

CEPI - PROJECT FEE SCHEDULE
Garden Creek Loop Trail Connectivity Plan

Task No.	Description	Total Hours	Rate	Expenses	Total Cost
Task 1	Project Management				
	CEPI				
	Project Manager (Nick Larsen)	42.0	\$ 150.00	-	\$ 6,300.00
	Landscape Architect (Jared Fehringer)	20.0	\$ 135.00	-	\$ 2,700.00
	Design Engineer (Karson Burnett)	-	\$ 100.00	-	\$ -
	Survey Manager (Bill Fehringer)	-	\$ 135.00	-	\$ -
	AutoCAD Technician (Brian Teduits)	-	\$ 90.00	-	\$ -
	Survey Crew Chief (Eric Suaza)	-	\$ 115.00	-	\$ -
	Administrative/Secretarial (Sami Herdt)	-	\$ 60.00	-	\$ -
	HDR			-	\$ -
Total Task Task 1					\$ 9,000.00
Task 2	Community Engagement				
	CEPI				
	Project Manager (Nick Larsen)	20.5	\$ 150.00	-	\$ 3,075.00
	Landscape Architect (Jared Fehringer)	41.0	\$ 135.00	-	\$ 5,535.00
	Design Engineer (Karson Burnett)	10.0	\$ 100.00	-	\$ 1,000.00
	Survey Manager (Bill Fehringer)	-	\$ 135.00	-	\$ -
	AutoCAD Technician (Brian Teduits)	10.0	\$ 90.00	-	\$ 900.00
	Survey Crew Chief (Eric Suaza)	-	\$ 115.00	-	\$ -
	Administrative/Secretarial (Sami Herdt)	8.0	\$ 60.00	-	\$ 480.00
	HDR			28,010.00	\$ 28,010.00
Total Task Task 2					\$ 39,000.00
Task 3	Trail Alignment & Costs				
	CEPI				
	Project Manager (Nick Larsen)	15.0	\$ 150.00	-	\$ 2,250.00
	Landscape Architect (Jared Fehringer)	25.0	\$ 135.00	-	\$ 3,375.00
	Design Engineer (Karson Burnett)	10.0	\$ 100.00	-	\$ 1,000.00
	Survey Manager (Bill Fehringer)	-	\$ 135.00	-	\$ -
	AutoCAD Technician (Brian Teduits)	27.0	\$ 90.00	-	\$ 2,430.00
	Survey Crew Chief (Eric Suaza)	8.0	\$ 115.00	-	\$ 920.00
	Administrative/Secretarial (Sami Herdt)	1.0	\$ 60.00	-	\$ 60.00
	HDR			1,965.00	\$ 1,965.00
Total Task Task 3					\$ 12,000.00
Total	Total Project Fee Summary				
	CEPI				
	Project Manager (Nick Larsen)	77.5	\$ 150.00	-	\$ 11,625.00
	Landscape Architect (Jared Fehringer)	86	\$ 135.00	-	\$ 11,610.00
	Design Engineer (Karson Burnett)	20	\$ 100.00	-	\$ 2,000.00
	Survey Manager (Bill Fehringer)	-	\$ 135.00	-	\$ -
	AutoCAD Technician (Brian Teduits)	37	\$ 90.00	-	\$ 3,330.00
	Survey Crew Chief (Eric Suaza)	8	\$ 115.00	-	\$ 920.00
	Administrative/Secretarial (Sami Herdt)	9	\$ 60.00	-	\$ 540.00
	HDR			29,975.00	\$ 29,975.00
Total Project Fee Summary					\$ 60,000.00

COST PROPOSAL

CEPI
Casper, Wyoming 82601
AND
HDR ENGINEERING, INC.

Project No.
MPO 22-03

Garden Creek Loop Trail Connectivity Plan

Prepared by:

*HDR Engineering, Inc.
601 Metz Drive
Gillette WY 82717 -0457
(307) 228-6019*

Public Involvement Fee \$ 26,969.83 Cost-Not-To-Exceed
\$ 3,009.77 Fixed Fee Profit

Total Fee: \$ 29,979.60

By



12/1/2021

Date

City of Casper

Direct Salary Multiplier (Without Profit)

2.471 Factor

(See Attachment A)

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST
MAN-HOUR ESTIMATE**

Strategic Communications					
Mike Oakley	37	Man-hours @	\$66.77 /Hour	= \$	<u>2,470.47</u>
Katie Angell	92	Man-hours @	\$47.00 /Hour	= \$	<u>4,324.00</u>
Anita Langemach	68	Man-hours @	\$44.00 /Hour	= \$	<u>2,992.00</u>
Rebecca Morrison	7	Man-hours @	\$51.98 /Hour	= \$	<u>363.83</u>
DIRECT LABOR COST				\$	<u>10,150.30</u>

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

Public Outreach \$ 10,150.30

DIRECT LABOR SUBTOTAL \$ 10,150.30

Adjusted Direct Labor Cost

Direct salary times multiplier 2.471 \$ 25,081.38

Fixed Fee Profit

Percent of profit 12% \$ 3,009.77

FCCM

FCCM Adjustment 0.003 \$ 30.45

Construction Phase (Contingency)

Contingency Amount \$ -

Fixed Fee Profit

Percent of profit 12% \$ -

Direct Non-Labor Charges

See Summary of Expenses Tab

DIRECT NON-LABOR CHARGES SUBTOTAL \$ 1,858.00

TOTAL FEE REQUESTED \$ 29,979.60

Name	Title	2022 Hourly Rate (A)**	Multiplier (2.471) (B)	PCH (0.003) (C)	Total Billing Rate
Mike Oakley	HDR Project Principal	\$66.77	2.471	0.003	\$ 165.19
Katie Angell	HDR PM / PI Manager	\$47.00	2.471	0.003	\$ 116.28
Anita Langemach	Graphics	\$44.00	2.471	0.003	\$ 108.86
Rebecca Morrison	Accounting / Controls	\$51.98	2.471	0.003	\$ 128.59

* Total Billing Rate = (A)(B) + (A)(C)

Billing rate does not include 12% fixed fee profit.

** 2022 Hourly Rate is estimated due to new rates taking place after the first of the year.

SUMMARY OF HOURS - GARDEN CREEK LOOP TRAIL CONNECTIVITY PLAN

S.C.#	Activity	Mike Oakley	Katie Angell	Anita Langemach	Rebecca Morrison	Task Total
(I)	Public Engagement					0
	Stakholder Working Group	7	16	4		27
	Landowner Meetings	6	24	4		34
	Online Public Meeting	6	24	50		80
	Existing Even Participation	8	18	10		36
	Project Management	10	10		7	27
						0
	Total	37	92	68	7	204

RESOLUTION NO. 22-34

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE GARDEN CREEK LOOP TRAIL CONNECTIVITY 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 June 17, 2021, for a Garden Creek loop Trail Connectivity Plan, not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00); and,

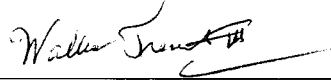
WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in trail planning on November 5, 2021; and,

WHEREAS, the Project Selection Committee selected Civil Engineering Professionals, Inc., on January 10, 2022, to complete Garden Creek Loop Trail Connectivity 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 Civil Engineering Professionals, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Sixty Thousand Dollars and Zero Cents (\$60,000.00) for the Garden Creek Loop Trail Connectivity 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

March 3, 2022

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

FROM: Thomas Solberg, Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Sole Source Purchase of Thirty (30) Scott Regulators and Five (5) Scott SCBAs from Sea Western Firefighting Equipment in the total amount of Ninety-Two Thousand, Nine-Hundred Eighty-One Dollars, and Eighty Cents (\$92,981.80)

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action type

Minute Action

Recommendation

That council, by minute action, approve the sole source purchase of 30 Scott C5 Quick Connect Regulators, and 5 Scott SCBAs in the amount of ninety-two thousand, nine-hundred eighty-one dollars, and eighty cents (\$92,981.80) from Sea Western Firefighting Equipment.

Summary

Sea Western Firefighting Equipment was awarded the request for bids for the the Casper Fire-EMS department's current Scott SCBAs which were placed in service in January, 2022. The Casper Fire-EMS department would like to purchase an additional 30 Scott Quick Connect Regulators, and 5 Scott SCBAs from Sea Western Firefighting Equipment so that all SCBA equipment is serviced and warrantied through a single distributor.

Financial Considerations

Funding for this purchase will come from CARES Act Funding.

Oversight/Project Responsibility

Jason Speiser Deputy Chief; Purchasing
Cameron Siplon, Deputy Chief: Training and implementation.

Attachments

Sea Western Quote

SeaWestern, Inc
P.O. Box 51,
Kirkland, WA 98083



SEAWESTERN

FIRE FIGHTING EQUIPMENT

Quote

Phone: 425-821-5858
Email: Info@seawestern.com
www.seawestern.com

Bill To: Casper Fire Department 200 N David Casper, WY 82601		Ship To: Casper Fire Department 200 West 1st Street Casper, WY 82601		Date	03/03/2022
				Customer No.	11663
				Quote No.	QUO9228
				Sales Rep	
				Bill Kraus	
Expires	Attention	Delivery	FOB		
04/02/2022	Chief Jason Speiser				

Qty	Unit	Part Number	Description	Unit Price	Extended Price
5	EA	SCOTT X3 Pro	3M Scott Air-Pak X3 Pro SCBA NFPA 1981/1982, 2018 Edition W/Quick Connect and UEBS Ordering Part Number: X8914026305303	7,460.00	37,300.00
30	EA	SCOTT 201650-01	REG ASY, C5, 2013, QD (HNSN)	1,856.06	55,681.80

Total \$92,981.80

*Pricing valid for above listed quantities
Restocking fee up to 25% will apply on any non-stock merchandise
Returns within 30 days of receipt
Custom orders are non-cancellable, non-returnable*

March 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 One (1) New 24-Passenger Bus for use by 5150
Tourism Development, Inc. (5150) from Creative Bus Sales in the Amount of
\$187,959.00.

Meeting Type & Date

Regular Council Meeting
March 15, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new 24-passenger bus for use by the 5150 from Creative Bus Sales in the amount of \$187,959.00.

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. Two (2) bids were received and opened publicly on December 21, 2021. Of the two (2) bids received, one (1) was an official "no bid" from Lewis Bus Group and the other bid was from Creative Bus Sales. Their bid was found to be fair, reasonable, and responsible at \$187,959.00 each.

One (1) bus being purchased will replace an older bus, for the City's Transit operations, which has met all criteria needed for replacement in age, miles, and maintenance costs and was approved at the regular council meeting dated February 15, 2022.

A second bus will be purchased in conjunction with Passenger Bus Agreement with 5150. 5150 will provide \$187,959.00 to the City after the bus is delivered and assessed for compliance within the bid specifications ordered. The City will own the bus and lease the bus to 5150 for One Dollar (\$1.00) annually on the anniversary date of when the City received the purchase amount from 5150. 5150 will use this bus to move conventioners, event attendees, and leisure visitors around Natrona County including access to the City, as schedule allows, utilizing the bus for events relating to the City Parks, Recreation, and Public Facilities Department.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks by the State.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 24-Passenger Bus	Creative Bus Sales Mukilteo, WA	187,959.00	NA	\$187,959.00

The recommended purchase of the new 24-passenger bus meets all of the required specifications for equipment in this application.

Financial Considerations

This bus will be paid for by 5150.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to 5150 after the bus is received.

Attachments

Specifications



Request for Bids (RFB)
2022 Transit Bus Acquisition

Prepared by
City of Casper Fleet Maintenance Division
Project ID: Transit 22-01
November 12, 2021

BID INCLUDES:

- One body-on-chassis, 24 passenger, lift-equipped wheelchair accessible transit buses *and* options to purchase three (3) additional, identical buses over five (5) years.

TOTAL AWARD WILL BE DEPENDENT UPON AVAILABLE FUNDING AND PRICE

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Request for Bids (RFB)
2022 Transit Bus Acquisition
Project ID: Transit 22-01

The City of Casper will receive bids at the City of Casper Fleet Maintenance Division, 1800 E. “K” Street, Casper, Wyoming 82601, until **2:00 p.m. local time, Tuesday, December 21, 2021** for the following:

One (1) body-on-chassis, 24 passenger, lift-equipped wheelchair accessible transit bus
and
an option to purchase three (3) additional, identical vehicles over five (5) years

The Request for Bid, including a more in-depth Scope of Services definition is available from Dan Coryell, City of Casper Fleet Maintenance Manager, 1800 E. “K” Street, Casper, Wyoming, 82601, (307) 235-8410, dcoryell@casperwy.gov or on the City of Casper’s website at <http://www.casperwy.gov>.

The City of Casper will not accept any bids after the December 21, 2021 deadline. If there are any questions regarding any part of the Request for Bids, they should be directed to Dan Coryell at dcoryell@casperwy.gov. Firms qualifying as a Disadvantaged Business Enterprise are encouraged to submit a proposal.

Publish:

Date: November 12, 2021

2022 TRANSIT BUS ACQUISITION

Project ID: Transit 22-01

FOR

CITY OF CASPER

CASPER, WYOMING

Notice is hereby given, pursuant to Wyoming Statute Section 15-1-113, that the City of Casper, Wyoming, will receive bids at the City of Casper Service Center until 2:00 P.M. local time, December 21, 2021 and the bid opening will be at 2:00 p.m. December 21, 2021 at Casper City Service Center for the following:

**One (1) body-on-chassis, 24 passenger, lift-equipped wheelchair accessible transit bus
and**

an option to purchase three (3) additional, identical vehicles over five (5) years. All future options will require an additional guarantee in the form of a 5% bond or cashier's check prior to contract execution.

Description of Work: provide one (1) public transit bus according to specifications outlined in this document. *As part of this contract, the Contractor will also propose options for the purchase of three (3) additional, identical vehicles between 2022 and 2026 on a schedule to be determined solely by the City.*

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, CITY OF CASPER 2022 TRANSIT BUS ACQUISITION, PROJECT ID# Transit 22-01" and submitted to the following address:

Dan Coryell, Fleet Maintenance Manager
City of Casper Service Center
1800 E "K" Street
Casper, Wyoming 82601

Bids must be submitted at or before the above stated time. Bids must include four sections: (1) Base Bid, (2) Proposal of Options (to be titled "Exhibit A – Proposal of Options to the Procurement of Goods Agreement Between Owner and Contractor," (3) Financial Responsibility Documents and References (4) all required documents and certifications. The Bid section will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing which is posted at the City of Casper Service Center prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof.

Issuance of this bid does not commit the City to award any contract, to pay any costs incurred in preparation of a bid pursuant to this request, or to procure or contract for services or supplies. The City of Casper reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding. Any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bid Documents, including specifications, are currently available from Dan Coryell, Fleet Maintenance Manager at the City of Casper Service Center, 1800 E “K” Street, Casper, Wyoming. Bidders may obtain one set upon request. **Please note this project is funded with Federal Transit Authority funds and has specific Federal compliance clauses regarding procurements of rolling stock.**

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each bid. (NOTE: If your bid is less than \$150,000.00 you may submit a Cashier’s Check for not less than 5% of the total base bid amount.) The successful Bidder will be required to execute an Agreement with the City within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within (30) days after such notice is issued, or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Wyoming. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or c) the Bid has been rejected.

Appointments can be made to conduct a site visit for those who wish to examine existing buses. Contact Dan Coryell, City of Casper Fleet Manager, at (307) 235-8410.

Part I: Standard Instructions to Bidders and Proposal Organization

STANDARD INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS.

- 1.1 Terms used in these Instructions to Bidders have the meanings assigned to them in the Standard General Conditions, as modified by the Supplementary Conditions unless otherwise stated herein.
- 1.2 Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - A. Bidder: One who submits a bid directly to the City.
 - B. Successful Bidder and/or Contractor: This term means the qualified, responsible, and responsive Bidder, as determined by the City, who has submitted the lowest bid, and to whom the City has awarded the Contract.
 - C. Bid Documents: Prior to award of the contract, all documents in the Bid Package are considered "Bid Documents." This includes the Advertisement for Bid, Instructions to Bidders, Bid Forms, Bond Forms, Sample Agreement, Standard General Conditions, Supplementary Conditions, Technical Specifications, drawings, etc. Bid Documents also include any addenda issued prior to the opening of the bids.
 - D. Contract Documents: Following the award of the contract, contract documents shall include those documents listed above in "C." -- with the exception of the Advertisement for Bid, Bid Bond and the Instructions to Bidders; the executed performance and payment bonds; change orders; and, all written agreements and/or written documents executed between the City and Contractor.

2. COPIES OF BIDDING DOCUMENTS.

- 2.1 Bidding Documents, including specifications, are currently available from the City of Casper Fleet Maintenance Manager. Bidders may obtain one set upon request.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility to Bidders for errors or misinterpretations, including those resulting from the use of incomplete sets of Bidding Documents.
- 2.3 The City, and/or its agent, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS.

3.1 Post Bid Qualifications: To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five (5) days of Owner's request written evidence demonstrating Bidder's responsibility, including, but not limited to, matters such as financial data and previous experience with the City and other government agencies. Each Bid will be considered a warrant of Bidder's qualification to do business in this state. Proof of such qualifications may be required upon five (5) days' notice.

4. EXAMINATION OF CONTRACT DOCUMENTS AND EQUIPMENT.

4.1 Before submitting a Bid, each Bidder must do at least the following:

- A. Examine the Bidding Documents thoroughly;
- B. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work, including the required Federal clauses and certifications included in the bid packet; and
- C. Study and carefully correlate Bidder's observations with the Bidding Documents.

4.2 On request the City will provide each Bidder access to existing vehicles to conduct such investigations as each Bidder deems necessary for submission of his Bid. The City may require any Bidder desiring access to execute an appropriate release form.

4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that: Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith; Bidder assumes responsibility for estimating properly the difficulties and costs of successfully performing the work; Bidder has complied with every requirement of these instructions; and that the Bidding Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS.

All questions about the meaning or intent of the Bidding Documents shall be submitted to the Fleet Maintenance Manager in writing no later than **November 29, 2021**. Replies will be issued by Addenda posted to the City website no later than **December 3, 2021**. **Questions received after November 29, 2021 will not be answered.** Only questions answered by formal written Addenda will be binding. Oral interpretations, clarifications, or comments are not binding upon the City, and do not serve to amend, modify, or in any way change the basic Bidding Documents, and shall be relied upon by Bidder at his own risk.

6. BID GUARANTY.

- 6.1 Unless otherwise provided, a Bid Guaranty in the form of a Bid Bond, as required by Wyoming Statute Section 15-1-113(f), shall be provided by all Bidders and be made payable to the City, in the amount of five percent (5%) of the Bidder's Total Base Bid. Bid Bonds shall be executed by a Surety or Guaranty Company authorized to do business in Wyoming.
- 6.2 The Bid Guaranty of the Successful Bidder will not be released unless and until such Bidder has executed the Agreement and furnished the required contract Bond(s). If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Bonds within thirty (30) days of the Notice of Award, or fails to proceed with the performance of the Contract, the City may annul the Notice of Award and the Bid Guaranty of that Bidder will be forfeited as liquidated damages, it being agreed that exact damages are difficult or impossible to calculate, and the Bid Guaranty amount is the best estimate.

7. CONTRACT TIME.

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

8. LIQUIDATED DAMAGES.

Provisions for liquidated damages are to be set forth in the Agreement, and in Section 7 here above.

9. MATERIAL AND EQUIPMENT.

- 9.1 The materials, products, and equipment described in the Bidding Documents establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution.
- 9.2 Materials containing asbestos will not be accepted.
- 9.3 No substitution will be considered unless written request for approval has been submitted by the Bidder on an appropriate form, and has been received by the Fleet Maintenance Manager or the City's designated agent at least TEN (10) DAYS prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit and adequacy of a proposed substitute is upon the Bidder. The

decision of approval or disapproval of a proposed substitution by the Fleet Maintenance Manager or the City's designated agent will be final.

If any proposed substitution is approved, such approval will be described in an addendum. Bidders shall not rely upon approvals made in any other manner.

- 9.4 When generic parameters for performance and/or appearance are specified, those materials which comply with specifics as delineated do not require a written request for approval. They must be capable of withstanding specification comparison, however, at the time of product data and shop drawing submittal.

10. SUBCONTRACTORS, ETC.

- 10.1 If required by the City, the identity of certain Subcontractors and other persons and organizations shall be submitted to the City in advance of the Notice of Award. The selected Bidder, and any other Bidder so requested by the City, will within seven (7) days after the day of the Bid opening, submit to the City a list of names and addresses of all Subcontractors and other persons and organizations whom Bidder proposes will furnish material and/or equipment for the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each Subcontractor, person, and organization if requested by the City. If the City, after due investigation has reasonable objection to any proposed Subcontractor, or other person, or organization, the City may, before giving the Notice of Award, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution and the Agreement is not awarded to such Bidder for that reason, the Bidder's refusal will not constitute grounds for forfeiting the Bid Guaranty. Any Subcontractor, other person, or organization so listed and to whom the City does not make written objections prior to giving of the Notice of Award will be deemed acceptable to the Owner.

11. BID FORM

- 11.1 The Bid Form is included with the Bidding Documents. Bidders shall bid all schedules and alternates (if any) as set forth in the Bid Form.
- 11.2 Bid Forms must be completed in ink or by typewriter. Corrections must be initialed by the Bidder. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 Bids by corporations or limited liability companies must be executed in the business entity's name by the president or a vice-president (or other officer or member accompanied by evidence of authority to sign), and the signature attested to by an

authorized officer or member. The business entity's address and state of incorporation shall be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.
- 11.8 All items which are not specifically referred to in the Bid Form but are included in the plans or specifications are to be considered incidental to the performance of the major work described and shall be constructed as indicated on the plans or called for in the specifications without additional remuneration.

12. SUBMISSION OF BIDS.

Bids shall be submitted not later than the time and at the place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Guaranty and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

13. MODIFICATION AND WITHDRAWAL OF BIDS.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the same manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four (24) hours after Bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the satisfaction of the City that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid and the Bid Guaranty will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. OPENING OF BIDS.

Bids will be opened publicly and read aloud on Tuesday, December 21, 2021 at 2:00 p.m. at the City of Casper Service Center located at 1800 E “K” Street. An abstract of the bid schedule will be made available after the opening of Bids.

15. BIDS TO REMAIN EFFECTIVE.

All Bids not modified or withdrawn as provided in Section 16, shall remain effective for thirty (30) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Guaranty prior to that date.

16. AWARD OF CONTRACT.

16.1 The City reserves the right to reject any and all Bids; to waive any and all irregularities or informalities; to negotiate specific contract terms not inconsistent with the Advertisement for Bids, with the Successful Bidder; and to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies between words and numerals will be resolved in favor of words. Discrepancies between the indicated sum of any column of numerals and the correct sum thereof will be resolved in favor of the correct sum. Finally, the City reserves the right to select a vendor with a Bid other than the lowest price through evaluation of bid documents to determine responsiveness and responsibility.

16.2 A Bidder shall bid all schedules and alternates (if any) as set forth in the Bid Form. The City reserves the right in awarding the Agreement to consider the competency, responsibility, and suitability of the Bidder, as well as the amounts of the various bids. The Work, therefore, may not necessarily be awarded to the low bidder.

16.3 In evaluating Bids, the Owner reserves the right to limit the scope of the project to the monies available for the project.

16.4 The Owner may consider, among other things, the qualifications and experience of Subcontractors and other persons and organizations who are proposed to furnish material or equipment for the Work; operating costs; maintenance considerations; performance data; and guarantees of materials and equipment.

16.5 The Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualification, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations proposed to do the Work in accordance with the Bidding Documents.

16.6 If the Agreement is to be awarded, it will be to the Bidder who is determined qualified and responsible in the sole discretion and best interest of the City. The low bid shall be determined based upon an evaluation of the Total Base Bid. The City reserves the right

to accept or reject alternates in any order or combination; and to accept or reject any schedule or all schedules.

16.7 If the Agreement is to be awarded, the Owner will give the Successful Bidder a Notice of Award within thirty (30) Days after the day of selection.

17. PERFORMANCE BONDS AND INSURANCE CERTIFICATES.

The General and Supplementary Conditions set forth the City's requirements as to Performance Bonds and Insurance Certificate(s). When the Successful Bidder delivers the executed Agreement to the Owner, it shall be accompanied by the required Bonds and Insurance Certificate(s).

18. SIGNING OF AGREEMENT.

When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by one (1) unsigned counterpart of the Agreement and the Performance Bond. Within thirty (30) days thereafter, Contractor shall comply with the conditions precedent in the Notice of Award. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart to Contractor. The City will deliver one signed copy of the Agreement within the project manual.

19. QUESTIONS AND COMMENTS

All questions and comments must be submitted to Dan Coryell at dcoryell@casperwy.gov no later than November 29, 2021 at 4:00 p.m. local time. An Addendum will be issued and posted to the website by 5:00 p.m. December 3, 2021.

Part II: Technical Specifications

**CITY OF CASPER
SPECIFICATIONS FOR**

**One (1) body-on-chassis, 24 passenger, lift-equipped wheelchair accessible transit bus
and
an option to purchase three (3) additional, identical vehicles over five (5) years**

General

Specifications:

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of one (1) 24 passenger, lift-equipped wheelchair accessible transit buses. The unit shall be new and the manufacturer's current production model. The 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.

Item	Minimum Specifications	Bidder's Specifications
Chassis	Current production model.	
	14,500 maximum GVWR plate certified 2022 or newer chassis or approved equal. Axles shall be marked if synthetic oil is used.	
Engine	Current Model Year Emissions Compliant Gas Engine that produces a minimum of 400 Horsepower and 464ft-lb of torque.	
Engine Cover	The engine cover shall be insulated from engine heat, engine noise, and road noise. Driver's area noise level (at driver ear level) shall not exceed 82 DBA for any engine at a constant speed of 55 mph on a level roadway. Additional equipment added to the engine cover area shall not interfere with removal/installation of the engine cover.	
Alternator	OEM 240 Amps Minimum.	
Batteries	Dual OEM 700 Cold Cranking Amps (CCA); Cables from front battery to rear shall be minimum	

	4 gauge, with rear circuit breakers/junction block installed inside the rear battery box. Batteries located on slide trays under vehicle. BATTERIES SHOULD BE COMPLETELY ENCLOSED SO BATTERIES AND MOUNTINGS WILL REMAIN FREE OF ROAD DEBRIS. NO EXCEPTIONS. Auxiliary battery switch driver operated between coach and motor batteries. Switch to be easily accessible on panel by driver.	
Transmission	Six (6) minimum speed automatic with overdrive cooled by external "H.D. transmission oil cooler" in series with radiator cooler or equal (cooler capacity to match GVWR of bus).	
Engine Block Heater and Cord	Shall come installed with the vehicle upon delivery.	
Suspension	Rear air ride suspension as required for vehicle GVRW.	
Fluids	Fluids shall be checked and filled from inside front hood where application allows. Engine oil fill/check, transmission oil fill/check, and coolant fill/check shall be located for easy access.	
Power Steering	With heavy duty pump power steering pump.	
Exhaust System	The exhaust shall exit the bus to the street side at the rear of the bus located 10" to 14" from backside of rear bumper. The tailpipe shall terminate flush with the body panel.	
	The exhaust system shall meet FMVSS §393.83 and current	

	Environmental Protection Agency (EPA) requirements.	
	The exhaust system must be installed to provide maximum ground clearance and departure angle at the rear of the bus.	
	ALL exhaust clamps shall have the threaded ends pointed up to remove any danger of contact with a person's head when vehicle is on a hoist.	
Brakes	Four wheel anti-lock and disc brakes for both front and rear.	
Tires	Six (6) LT225-75R x 16 or LT 225/70R19.5 10-ply Commercial LT's front radial tires, rear mud and snow or approved equal mounted on heavy wheels.	
Fuel Tank	40 Gallons Minimum, full at time of delivery , with high quality vented gas cap and tethered to the vehicle. One tank only.	
Wheelbase	190" inch factory length minimum.	
Antifreeze	Permanent anti-freeze protection to minus -40 Fahrenheit.	
Gauges	OEM fuel, voltmeter, speedometer odometer, water temperature and oil pressure. Wipers: Three speed electric windshield wipers with intermittent wipe and dual jet washers required.	
Axles	Truck type single rear axle with dual rear wheels. Gear ratio must be appropriate for proper operation at low speeds and optimum efficiency during in-city driving.	
Drive shaft	Shall be guarded to prevent it from striking the floor or ground in the event of failure.	

Bumpers	The front bumper shall be a high energy absorbing bumper. The rear bumper shall be installed per bumper manufacturer's specification and include a bumper step for easy access to the bus through the rear door.	
Headlights	Halogen Aero Headlamps with warning buzzer. An automatic daytime headlight control system shall be provided. The system shall illuminate the headlights when the ignition switch is on and the headlight switch is off. The system shall activate automatically after engine start up with the headlamp switch off and shall deactivate automatically when the headlamp switch is on or the ignition switch is turned off.	
Rain Gutters	Rain gutters shall be provided to prevent water from flowing from the roof onto the passenger doors and driver's side window.	
Other	The hood release shall be inside the vehicle.	
	Heavy-duty 12-volt horn shall be provided.	
Body Specifications		
	The bus shall have a heavy duty fully insulated unit-body structure type. The body structure (rollover frame) shall be of durable steel and adequately reinforced at all joints and points of stress, with sufficient strength to comply with the FMVSS 220 rollover protection test.	
	The vehicle shall safely withstand road shock and other conditions found in transit operations.	
	All steel used in the body and floor structure shall be stored out of the elements to prevent early corrosion.	

	The minimum interior height is to be no less than eighty inches (80") measured from the floor of center aisle to the ceiling directly above.	
	When the unit is completed, the sections of the underside of the bus exposed to the elements shall be treated with undercoating material except those areas of the OEM chassis where undercoating is not recommended.	
	Undercoating shall be warranted for the same period covered by the body/structure warranty with no voids at delivery. A minimum of five years warranty rust proofing.	
Doors and Windows		
	Passenger Door: Passenger door shall be driver operated and electrically controlled with exterior key switch.	
	The door shall be a double folding or split type. Doors shall be located on passenger side of vehicle behind front wheel.	
	Clear safety window glass in door only.	
	Door opening width shall be 36". The door, when open, shall be a minimum of 32". Door opening height shall be a minimum of seventy-two (72") inches measured from the top of the first step to the door header.	
	All steps, including the step well, shall be steel construction. All risers shall be of equal height which will be between 8"-10".	
	For easy access to door adjustments the cover shall be hinged with only one latch.	
	Emergency Exit: One window on each side shall serve as emergency window exits. Additional emergency exit shall be the rear door and shall include a bumper step and warning alarm when rear door is opened. All emergency exits shall be clearly	

	marked with instructions for proper use.	
	The doors shall be lockable by a key from the outside of the vehicle. All doors must be easily opened from the inside and outside of the vehicle including electric passenger door and rear door.	
	Windows: Full view curb window. Passenger compartment windows shall be T-type slider at top, full slider or top tip-in type for window ventilation. Windows shall have double density safety glass or Thermopane and heavy-duty locking features which shall meet FMVSS 217 for emergency exits. All vehicle windows will be safety glass.	
	Window glazing material shall be able to maintain its seal and glass retention for the life of the unit. Caulking around windows shall be used only as a seal, not to make up for body defects or out of tolerance window openings. Tinted glass (minimum of 50% reduction).	
	A strip of smoked glass across the top of the windshield is required. The two (2) rear clear windows in rear door shall have a wide angle view lens to improve vision directly behind the vehicle.	
	Driver's window shall be an electric operating window.	
	Drip rails shall be provided over lift area, passenger windows and entry doors.	
Interior		
	The driver shall have direct and unobstructed access to the passenger compartment (i.e., the driver will not have to exit the vehicle to access the passenger area).	
	The aisle area and underneath the passenger seats will be slip-resistant vinyl flooring, even	

	<p>when wet, constructed with aluminum oxide, silicon carbide, quartz and multiple colored PVC chip blended throughout a high quality vinyl wear surface for better depth perception for sight impaired (top coating is not acceptable). The flooring should be impervious and grout-free. All materials shall be flame retardant and treated for easy cleaning.</p> <p>Please provide warranty details on flooring.</p> <p>Color to be determined after bid award. Step treads and risers shall be covered with ribbed rubber with a bright yellow step nosing at the forward edge. All flooring must be non-skid.</p>	
	<p>All surfaces including top of door, shall have items of hardware in passenger compartment having no sharp edges or corners and angles shall be padded for safety. All risers shall be of equal height which will not exceed 10”.</p>	
	<p>Floor shall be flat. There shall be no steps once the passenger has entered the vehicle. The floor shall come all the way to the passengers steps.</p> <p>Bidders must include a detailed copy of the proposed floor plan.</p>	
	<p>Grab Rails: Grab rails left and right side entrance.</p>	
	<p>Step Well: Entrance and center aisle shall be overlaid with ribbed, commercial grade rubber flooring. The step well shall be lighted. Lighting strip on steps is not acceptable. All step edges shall have a band of bright contrasting color running the full width of the edge. Step well shall be undercoated and shall include rust proofing. Undercoating shall be warranted for the same period</p>	

	covered by the body/structure warranty with no voids at delivery. A minimum of five years warranty rust proofing. Bottom step shall be heated.	
	The vehicle shall be equipped with one padded, adjustable sun visor driver's side only.	
	Interior advertising panels lining the passenger compartment.	
Mirrors		
	Interior mirror with adjustable mounting bracket shall be a 4" by 9" minimum, flat mirror glass with rounded corners. The driver shall be able to adjust the mirror so the complete passenger compartment can be viewed through interior mirror.	
	Each bus shall be equipped with exterior left-hand and right hand rear view mirrors of flat glass with convex mirrors a combination flat/convex glass. The mirror shall contain at least 50 square inches of flat glass viewing area. Right hand mirror shall be a fender ridge mount and must not impede driver vision out of side windows. Left hand mirror shall be a sail mount style.	
	All exterior mirrors shall be constructed with high impact plastic, stainless steel or aluminum housing.	
	Mirrors shall be remote adjusting and shall move independently of the mirror housing.	
	The mirrors shall be modular in design so the glass can be replaced using the "twist lock" mechanism for service without removing the entire mirror assembly from the bus.	
	Mirror arms shall have adjustable detents to allow for repositioning. Mirrors shall be heated with convex and flat mirrors controlled from the driver's seat.	

	The mirror placement shall not obstruct driver vision nor have window divider bars between the driver and mirror face.	
Seating		
	<p>The Driver's seat will be a Freedman G2E or approved equal.</p> <p>Salient characteristics of the Freedman G2E: must meet all applicable FMVSS for safety. The seat shall be high back and provide a full range of driver controlled adjustments including forward, backward, dual lumbar support, seat cushion tilt adjustment, dymetrol active suspension, and height adjustment. Recline should be 45 to 110 degrees. A quick release-type retractable combination pelvic/upper torso certified seat belt shall be provided. Rated to 400 pound capacity.</p> <p>The Driver's seat shall be deluxe upholstered in a combination of fabric and vinyl. An instruction booklet for the seat is to be included.</p>	
	<p>Passenger Seating: Vehicles shall use forward facing heavy-duty vinyl (at least Level 3) folding seats that can be used over the wheelchair tie down area without interfering with the normal operation of the wheelchair tie downs on driver's side only.</p> <p>All aisle seats on Driver's side shall include flip seats.</p>	
	Grab bars are required on all passenger seating, including folding seats.	
	Passenger seats must meet all federal motor vehicle safety standards. FMVSS 209, 207/210.	
	The rear seat on the passenger side the bottom cushion only will	

	flip up to protect the rear heater on the floor.	
	Seat belts to be provided for each seat. The latch end of the belt will have an emergency locking retractor. The retractor will be mounted underneath the seat to the seat frame. No lap retractors. A push button latch release mechanism. Two universal "Buckle Up" decals approximately 6" by 6" shall be furnished loose with each bus. Decals shall indicate that seat belt use is required.	
	All materials shall be flame retardant. All seat mounts shall meet applicable federal standards.	
	Seat color will be determined after bid award.	
	Seats will meet or exceed all applicable Federal and State safety standards. FMVSS 209, 207/210. See Exhibit B for seating configuration.	
	Child Restraint System (CRS) to be included on each aisle seat of the passenger side except for the last seat in the back.	
Lighting		
	<p>Interior Lights: The vehicle shall be equipped with overhead, entrance, and step well lights to ensure adequate illumination of step well. These lights shall illuminate automatically when door is opened.</p> <p>A driver's overhead light shall be provided that will enable the driver to easily read or write at night while in the driver's seat.</p> <p>The instrument panel shall be lighted to enable the driver to easily see all gauges from an upright seated position while driving.</p>	

	Adequate interior lighting throughout the passenger compartment which will afford illumination at reading level. Automatic LED access light(s) shall be installed on the wheelchair lift. The wheelchair lift light shall come on when the lift door is opened. The light shall be minimum 21 candle power, and shall be activated by a door jamb plunger switch.	
	The vehicle exterior lights shall be in accordance with Federal Motor Vehicle Carrier Safety Standards and shall be flush with the body and/or shielded to protect from loss or damage. Engine compartment lighting is required.	
Wiring		
	A fuse panel shall be conveniently accessible for service from inside the bus. The door for access shall be a hinged panel. A legend shall be posted inside the panel which shall correspond with the components.	
	Wiring provided by the manufacturer will be Point to Point wiring. Red and green LED indicators on fuses and relays. The wiring shall be bundled and clamped to protect the wires. Wires passing through metal shall be grommited to protect the wiring. Silk screening for components and fuse legend.	
Operator's Controls	Manufacturer's standards switches, gauges and controls are acceptable. All switches and controls added by the body manufacturer shall be conveniently located on a panel close to the driver position and labeled accordingly.	
	Master electronic printed circuit board control panel. The lights for the coach and the lights for the	

	<p>chassis shall be wired separately. The wiring system must be capable of operating 13 hours per day five days per week and eight hours on Saturday without interruption.</p>	
Heating and Cooling	<p>Driver heating unit shall be automotive in-dash type (chassis Original Equipment Manufacturer (OEM) or equal) and shall be capable of delivering heat, fresh air ventilation, and air conditioning to the driver's area. The front heater shall have a temperature control which can be regulated from the driver's area. The driver's area shall have air circulation in each mode of defrost, heat, fresh air ventilation, and air conditioning.</p>	
	<p>The heater shall not be included in the air conditioning.</p>	
	<p>There shall be two (2) additional heating units located to uniformly distribute heat, in at least 180 degree air distribution, located under the flip seats in the passenger areas of the bus interior. Minimal heater output for the passenger area shall be 35,000 B.T.U. each. At least one of the rear heaters shall have a circulating pump. Coolant flow through the heating units shall not be restricted by excessive bends or kinks in hoses or excessive hose length. Heating units shall have rubber or nylon insulator(s) between their mounting base and floor of the bus.</p>	
	<p>A complete factory air conditioning system shall be of a size capable of providing adequate cooling and dehumidifying capacity for passenger comfort. Vehicle shall include dual compressor front and rear air conditioning (64,000 BTU minimum) and a separate rear heating system shall be rated at</p>	

	least at 65,000 BTUs. Both systems shall be sufficient to cool or heat both the driver and all sections of the passenger compartment.	
	Adjustable heat and air conditioning controls for driver's area and passenger compartment.	
	The air conditioning system (AC) shall have front and rear evaporator units. The system shall be integrated with a compatible in-dash driver's area evaporator unit and compressor (chassis OEM) capable of delivering tempered air for windshield defrosting.	
	The systems shall use refrigerant type R-134A and be warranted from in service date for two (2) full years, minimum.	
	The front system shall be integrated with a compatible in-dash driver's area evaporator unit (complete front system may be Chassis OEM). The front system shall provide temperature control with sufficient cooling ventilators for driver comfort with no reliance on the rear system for front temperature control. Front and rear air flow and temperature shall be controlled by separate switches on the driver's control panel or dash panel. Front and rear systems shall have separate fan controls.	
	Compressor: There shall be one engine driven air conditioning compressor of nominal 10 cu. in. displacement (may be chassis OEM)	
	There will be no exterior roof mounted equipment.	
	Condenser: The system's condenser shall be skirt mounted. The condenser fans and motors shall be enclosed within the condenser housing. Evaporator(s) in the front (may be chassis OEM)	

	equipment) and rear evaporator shall have three-speed or variable speed continuous duty permanently lubricated blower motors (rear blower assembly shall meet required certification in Vendor/Manufacturer Requirements)	
	The driver's evaporator shall be controlled separately from the passenger area evaporator and shall have a three-speed or variable speed continuous duty permanently lubricated blower motor (may be chassis OEM equipment). The controls shall include an on/off switch and a three-speed blower switch. The in-dash unit shall not interfere with removal or replacement of the engine cover.	
	The passenger area evaporator system shall be separately controlled from a control station at the driver's position. The controls shall include an on/off switch and a three-speed or variable speed blower switch. The components of the air conditioning system shall be readily accessible for maintenance. Service/charging ports shall be accessible without removing any other component or item.	
	The evaporator and condenser wiring (power and ground circuits) shall be properly sized to provide full battery voltage to each electrical unit. Air conditioning electrical circuits shall be protected with automatic circuit breakers or thermal relays. The wiring shall meet all applicable specifications.	
	Driver's area mounted and adjustable multi speed manual fan.	
	Parts and Service Manual for ADD-ON Air Conditioners shall	

	be Included. No Exceptions System controls will provide fan speeds and automatic thermostat operation. Roof mounted is not acceptable. In all cases the successful vendor will be responsible for all warranty repairs.	
	Adjustable heat and air conditioning controls for driver's area and passenger compartment.	
Paint		
	Vehicles shall be white. The City will be responsible for wrapping the bus.	
	"Bus stops at all Railroad Crossings and makes frequent stops" placed on the lower rear window panel on rear exit door, in 2" white lettering.	
Safety Equipment		
	Twenty-four (24) unit first aid kit.	
	Five (5) pound, rechargeable type ABC rate fire extinguisher with metal head.	
	Three triangle warning devices	
	Rear and front mud flaps	
	Drivers floor mat	
	Back up warning beeping device and camera	
	Wiring Master electronic printed circuit board control panel. Color function coding wiring harness. All cable and wiring shall be coded and the builder shall furnish complete wiring diagram clearly marked to indicate code.	
	All added accessories and electrical equipment shall be wired through a constant solenoid, energized by the vehicle ignition switch and shall have a separate circuit breaking system. All wiring shall be protected from rubbing and heat sources.	
	In all cases the successful vendor is responsible for all warranty repairs to the body and the chassis.	

<p>ADA Accommodation</p>	<p>The vehicle shall meet the requirements of CFR 49 part 38, subpart B (Accessibility for Transportation Vehicles).</p> <p>Lift is to be tested before leaving the dealership and at delivery that it deploys and stows properly.</p>	
	<p>The bus shall meet the requirements of CFR 49 part 38, subpart B (Accessibility for Transportation Vehicles). Lift shall be FMVSS 403/404 compliant. Installed by certified installer.</p>	
	<p>The lift shall be on the passenger side of the vehicle and shall be rated for 1,000 pounds. The lift doors shall have gas struts that allow the doors to be secure in the open position. The lift door shall be in compliance with ADA regulations.</p>	
	<p>The wheelchair lift shall include a platform with a minimum clear width of 34"</p>	
	<p>A total of three (3) wheelchair tie down positions will be installed and located directly behind the driver seat. All wheelchair tie-downs positions require 3-point seat belts and must comply with applicable ADA regulations.</p>	
	<p>Wheelchair Restraint System Anchorage.</p> <ul style="list-style-type: none"> • All floor anchorage points shall be Sure-Lok®, Q'Straint® or approved equal Slide' N Click® • Shoulder harness / lap belt attachment points shall meet or exceed FMVSS210 seatbelt anchorage specifications • All placements must meet all ADA securement requirements 	
	<p>Wheelchair Restraints:</p>	

	<ul style="list-style-type: none"> • Certified restraints shall be provided for one (1) wheelchair occupant. Sets shall include: One (1) set of retractable wheelchair restraints shall be Q'Straint® Deluxe Q-8100-A1-SC or approved equal. Retractable Lap and shoulder belt combo shall be included in the tie down kit. One (1) storage container Q'Straint® Model Q5-8522 or approved equal. Storage container shall be delivered loose and not secured to the wall. • All restraints shall be adjustable to accommodate all wheelchair types • All restraints must meet ADA placement requirements • Builder shall supply in vehicle testing at an independent laboratory that the wheelchair securement system meets Title 49.38 Subpart B and FMVSS 210. 	
	<p>An interlock system shall be provided to ensure that the bus cannot be moved when the lift is not stowed and that the lift cannot be deployed unless the interlock is engaged (to meet ADA regulation). The interlock system shall engage when the lift operation sequence is followed. Interlock operating instructions shall be included with each bus at delivery.</p>	
	<p>Three (3) additional wheelchair tie downs shipped loose.</p>	
	<p>Six (6) tie down pouches shipped loose.</p>	
	<p>EACH vehicle shall be equipped to accommodate three (3) forward facing wheelchair occupants. Drivers training kit shall include operating instructions guides and all necessary information to use the system successfully.</p>	

	Certification that the tie-downs meet or exceed ATBCB standards and ADA requirements must be provided. Seating configuration provided.	
Handrails, Stanchions, and Modesty Panels	Passenger assists in the form of full grip, vertical stanchions or handholds shall be installed on both sides of the front entry area. Stanchions and modesty panel shall be provided aft of the entry door and behind driver's seat.	
Additional Equipment		
	<p>The Bus manufacturer shall provide complete recording video surveillance systems for use aboard the bus. Surveillance systems must be installed at the factory.</p> <p>Systems are intended to improve patron and operator perception of safety and security through a comprehensive video and sound recording system providing coverage throughout the interior of the bus at a rate of up to 30 frames per second per camera.</p> <p>A minimum of four (4) surveillance cameras will be furnished by the successful bidder including all software, hardware, videos, complete installation instructions and maintenance plan as well as all necessary components needed for successful installation.</p> <p>Camera Specifications: Resolution: 1600x1200 32k colors or better.</p> <p>Must include Two (2) memory chips.</p>	
	The successful vendor must provide training on the use, maintenance, and installation of the camera system.	
	Two (2) Fare Boxes, M4 Fare Box	

	model or equivalent. Cabinets must be designed to accommodate a front loading vault. Vaults must be self- locking. Three (3) vaults are to be provided for each cabinet. Minimum height 16", width 5", must accommodate cash as well as coins.	
	Fare boxes will be shipped loose with mounting stand and hardware included.	
	AM/FM Radio with a Public Address system with front and rear speakers (with "fade" between speakers/A system	
	Dash mounted electric clock.	
	Tilt steering wheel.	
	Front-mounted bike racks which carry two bicycles.	
	Upper rear of vehicle must include an additional set of amber colored warning lights/flashers that can be activated with a switch by the driver to flash when bus is stopping.	
	Back up warning device that is audible outside the vehicle when the transmission is in reverse. The warning device shall be mounted in the rear of the vehicle.	
	Emergency triangle reflector kit.	
	Ceiling mounted safety handrails.	
	Manuals and keys: Each vehicle must be delivered with an operator's manual and Three (3) sets of keys.	
	One of each of the following must be provided:	
	Parts and Service Manual for ADD-ON Air Conditioners. No Exceptions.	
	Shop Repair and Electrical Manual.	
	Cab & Chassis Manual.	
	Body (MFG) Manual.	
	Parts Manual.	
	Wheelchair Lift Service and Repair manual.	

<p style="text-align: center;"><i>Destination Signs</i></p>	<p>The bus shall have a minimum of two (2) large viewing windows for destination signs located on the front and curbside of the bus.</p> <p>Destination signs shall be re-programmed with destinations/language listed below. Fully programmable to provide up to twenty specific destinations). Single LED amber light style is acceptable. The colors listed are the names of the routes.</p> <p><i>DRIVERS MUST HAVE EASY BUTTON ACCESS TO UPDATE INFORMATION ON MARQUEE. THE CONTROLS MUST BE MOUNTED IN THE DRIVER AREA. NO EXCEPTIONS!</i></p>	
	<p>Destinations/Language shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> a. Red=Casper College, YMCA, KW b. Blue=East 2nd, Wal-Mart, Mall, Community Health c. Green=North Casper, Family Services, Counseling Center, West Casper d. Yellow=Paradise Valley, Sunrise, Wal-Mart West e. Purple=Mills f. Orange=Evansville g. Out of Service h. Happy Holidays i. Thank You 	

	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	

	<p>facilities at the manufacturer's request shall have all costs covered by the manufacturer.</p> <p>Warranty for the bus shall be the following as a minimum:</p>	
	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).	
Hydraulic Transmission	Hydraulic power split transmission which stores kinetic	

	brake energy and releases energy during acceleration.	
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NOTE: ALL AREAS IN THE ABOVE SPECIFICATIONS ARE TO BE ANSWERED, OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.

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.

All information regarding specifications should be routed through the Fleet Maintenance Manager, Dan Coryell, 1800 East “K” Street, Casper, Wyoming, 82601, telephone 307-235-8410, dcoryell@casperwy.gov.

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 W.S. 16-6-602.

Part III: Required Submittal Documents, Certifications, and Forms

Bidder Checklist - Index of Required Documents & Certifications

#	Description	Page	Completed
1.	Standard Bid Form	53	
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4.	Certification of Restrictions on Lobbying	61	
5.	Pre-Award Federal Motor Vehicle Safety Standards Certification	62	
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STANDARD BID FORM

PROJECT IDENTIFICATION: City of Casper
2022 Transit Bus Acquisition
Project ID: Transit 22-01

THIS BID SUBMITTED TO: City of Casper Fleet Division
1800 E "K" Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price.

2. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in the Bidding Documents, plus any extension thereof allowed. 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 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 Twenty-Five Dollars (**\$25.00**) per vehicle for each day that expires after the time specified in the bidding document. Failure of the Contractor to acknowledge the date of vehicle chassis release (evidenced by written proof from the chassis manufacturer) shall result in liquidated damages (but not as a penalty) in which Contractor shall pay Owner an additional Twenty-Five Dollars (**\$25.00**) per vehicle per day. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages. The sum total of liquidated damages shall be subtracted from the total price of the contract. The total amount of such liquidated damages shall not exceed 5% of the total contract price.
 - A. The 5% cap on liquidated damages listed under Paragraph 2 above does not include the bid bond.

3. 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.

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):

Casper Transit Bus Acquisition Project ID 22-01

Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____

- B. Bidder has thoroughly examined the specifications, 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: \$ _____

TOTAL BASE BID, IN WORDS: _____
 DOLLARS.

TOTAL BASE BID PER BUS, IN NUMERALS: \$ _____

- 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 any performance bond which may be required by the City.
- 8. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
- 9. Communications concerning this Bid shall be addressed to:

Address of Bidder: _____

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 _____, 2021.

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: _____ (seal)
(Corporation's or Limited Liability Company's Name)

(State of Incorporation or Organization)

By: _____ (seal)

(Title)

(Seal)

Attest: _____

Business Address: _____

Phone Number: _____

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.)

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113, unto the City of Casper, Wyoming, a Municipal Corporation as OWNER, in the penal sum of _____ Dollar(s) (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, which represents five percent (5%) of the Principal's Total Base Bid.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Casper, Wyoming, a certain BID, whereby it has offered to enter into an Agreement in writing with OWNER, for the 2022 Transit Bus Acquisition, Project ID: Transit 22-0.

NOW, THEREFORE,

A. If said BID shall be rejected; or,

B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to OWNER within thirty (30) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Guarantors as provided in the Bidding Documents for this Project for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and OWNER may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the OWNER may accept such BID, to a maximum of ninety (90) days after its submission to OWNER; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this ____ day of _____, 20__.

Attest:

Principal (Corporation, Partnership, Individual)

Secretary or Authorized Witness

By: _____
(Authorized Representative)

NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

1. He/she is the _____
(owner, partner, officer, agent, representative, etc.)
of _____, the bidder that
has submitter the financial bid.
2. He/she is fully informed respecting the preparation and contents of the attached Bid, and of all pertinent circumstances respecting such bid; and,
3. Such bid is genuine and is not a collusive or sham bid; and,
4. Neither the said Bidder, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with other Bidder, firm, or person to submit a collusion or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, south by agreement or collusion, communication, or conference with any other Bidder, firm, or person to fix price or prices in attached Bid, or of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Casper, Wyoming, or any person interested in the proposed contract, and;
5. The price or price quotes in the attached Bid are fair and not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____
(Name) (Title)

Subscribed and sworn before me this ____ day of _____, 20 ____.

Signed: _____
Name

Title

My commission expires:

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of contracts over \$100,00 shall certify and disclose accordingly.

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

DATE:

SIGNATURE:

NAME:

PRE-AWARD BUY AMERICA CERTIFICATION

As required by Title 49 CFR part 663 – Subpart B, _____ (the recipient) is satisfied that the vehicle(s) to be purchased, _____ (number and description of vehicles) from _____ (the manufacturer), meet the requirements of 49 U.S.C. 5323(j), as amended. The recipient, _____ has reviewed documentation provided by the manufacturer, which lists (1) the proposed component and subcomponent parts of the vehicle(s) identified by the manufacturer, county of origin, and cost; and (2) the proposed location of the final assembly point for the vehicle(s), including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

*****SELECT ONE CERTIFICATION*****

PRE-AWARD BUY AMERICA CERTIFICATE OF NON-COMPLIANCE

As required by Title 49 CFR part 663 – Subpart B, _____ (the recipient) keeps on file a certification that there is a letter from FTA which grants a waiver to the rolling stock to be purchased,

(number and description of rolling stock), from Buy America requirements under 49 U.S.C.5323(j)(2)(A), (2)(B), or (2)(D), as amended.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

CERTIFICATE OF COMPLIANCE WITH
BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations in 49 CFR § 661.11.

Date: _____

Signature: _____

Company: _____

Print Name: _____

Title: _____

CERTIFICATE OF NON-COMPLIANCE WITH
BUY AMERICA ROLLING STOCK REQUIREMENTS

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exemption to the requirement consistent with 49 U.S.C. 5323(j) (2), as amended, and the applicable regulations in 49 CFR § 661.7.

Date: _____

Signature: _____

Company: _____

Print Name: _____

Title: _____

*****SELECT ONE CERTIFICATION*****

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

As required by Title 49 CFR part 663 – Subpart B, _____
(the recipient) certifies that the vehicle(s) to be purchased,
_____ (number and description of vehicles) from
_____ (the manufacturer), are the
same product described in the recipient's solicitation specification and that
the proposed manufacturer is a responsible manufacturer with the capability
to produce vehicles that meet the specifications set forth in the solicitation.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

PRE-AWARD FMVSS COMPLIANCE CERTIFICATION

As required by Title 49 CFR part 663 – Subpart D, _____
(the recipient) certifies that it received, at the pre-award stage, a copy of
_____ 's (the manufacturer) self-
certification information stating that the vehicle(s),

(number and description of vehicles), comply with the relevant Federal Motor
Vehicle Safety Standards issued by the National Highway Traffic Safety
Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

*****SELECT ONE CERTIFICATION*****

PRE-AWARD FCERTIFICATION OF FMVSS INAPPLICABILITY

As required by Title 49 CFR part 663 – Subpart D, _____
(the recipient) certifies that it received, at the pre-award stage, a statement
from _____ (the manufacturer)
indicating that the vehicles, _____
(number and description of vehicles), will not be subject to the Federal Motor
Vehicle Safety Standards issued by the National Highway Traffic Safety
Administration in 49 CFR part 571.

Date: _____

Recipient Authorized Signature: _____

Print Name: _____

Title: _____

CERTIFICATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

_____ certifies that all vehicles manufactured and delivered to the City of Casper shall be in full compliance with the Americans with Disabilities Act, 49 CFR 38.

Signature: _____

Title: _____

Date: _____

TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION

Pursuant to the provisions of Section 105(f) of the Surface Transportation Assistance Act of 1982, each bidder for this contract must certify that it has complied with the requirements of 49 CFR Part 26.49 regarding the participation of Disadvantaged Business Enterprises (DBE) in FTA assisted procurements of transit vehicles. Absent this certification, properly completed and signed, a bid shall be deemed non-responsive.

Certification:

I hereby certify, for the bidder named below, that it has complied with the provisions of 49 CFR Part 26.49 and that I am duly authorized by said bidder to make this certification.

BIDDER/COMPANY

Name of Bidder/Company: _____

Signature of Representative: _____

Type or Print Name: _____

Title: _____

Date: _____

NOTARY

Type or Print Name: _____

Signature: _____

Place Notary SEAL here:

BUS TESTING CERTIFICATION

The undersigned bidder certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665.

A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer in 49 CFR Part 29.

Name of Bidder/Company

Type or Print Name

Signature of Authorized Representative

Signature of Notary and SEAL

Date of signature: ___/___/___

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION CERTIFICATION

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the SAM.gov database, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29 subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient, If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of the contract that *may* arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor: _____

Signature of Authorized Official: _____

Date: _____

Name and Title: _____

Future Purchase Options

The City desires to purchase three (3) additional, identical vehicles over five (5) years. Bidders must submit a document titled “**Exhibit A: Future Purchase Options to the Procurement of Goods Agreement, Project ID: Transit 22-01**” that describes the background information, sources, and methodology used to derive future purchase option pricing for the City. Please note that all options will be exercised at the sole timing and discretion of the City.

Other Required Documents

All bidders must submit the following items with their bid:

1. Copies of five purchase orders or contracts and other project files for **similar** size (plus or minus 2,000 GVW) of any make or model for other **government agencies** completed no longer than twelve (12) months prior to the bid opening date. Purchase orders need not be for the exact vehicle model being bid. These documents must include:
 - a. Date of contract/P.O. execution
 - b. Contracted date of delivery
 - c. Type of vehicle(s) purchased
 - d. Cost **per vehicle**
 - e. Total contract/P.O. cost
 - f. Date of vehicle delivery
 - g. Purchasing Agency’s contact information, including name, email, and phone number

References

All bidders must submit at least three and no more than five references. **Please ensure that references are still employed by that organization** prior to submitting their name, organization, phone number, and email address. Failure to provide a reference or failure to include accurate contact information will result in the rejection of the bid. The City reserves the right to contact any reference or any client listed in the documents for information which may be helpful in evaluating the Bidder’s performance on previous projects. The City is not obligated to share content of any discussions with former clients with Bidders. Conversations with the referenced clients are considered confidential.

Warranty Arrangements

The City requests a list of vendors who are authorized to complete warranty repairs for these vehicles in the Casper market area. Please include, in a separate letter, the name and contact information for vendors for all warranted components of the buses.

Part IV: Federal Transit Administration Required Clauses

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 CFR 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 CFR 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 CFR 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:

Casper Transit Bus Acquisition Project ID 22-01

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 Contactor 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.

Part V: Protest Procedures

City of Casper
Protest Procedures Relevant to Procurements using FTA Funds

Part I – Protest to City

1. Protests regarding pre-award, award, and post-award phases of the procurement process, including, but not limited to, requests for proposals (RFP), receipt of specifications, sealed bid, and contract award and implementation, must be filed, in writing, with the City Manager or his designee.
2. Pre-award protests must be filed at least two (2) days prior to the closing date for receipt of bids. Award and post-award protests must be filed no later than two (2) days after the bid opening. Preliminary protest shall be accepted as long as additional supporting material follows within two days after bid opening.
3. The protestor shall submit a copy of the filed protest to the entity that prepared the document on which the protest is based; i.e., the specifications, RFP, contract, contract implementation, or other.
4. The protest shall:
 - a. Include the name and address of the protestor
 - b. Identify the origination entity, project, and information relating to contract solicitation
 - c. Contain an explicit statement of the grounds for the protest and any possible supporting documentation.
5. The City Manager or his designee shall review the protest and any relevant documentation. The protest, all relevant documentation, and any decisions shall constitute the record.
6. Such review shall be held within five days of the filing of the protest. The City Manager shall inform the protestor of his/her decision in writing within ten days of the decision. Such decision shall provide at least a general response to each material issue raised in the protest.
7. If the City Manager decides the protest is valid, he or she shall prepare a recommendation that all bids may be rejected or the low bid may be rejected and the bid awarded to the next responsible low bidder.
8. The decision of the City Manager may be appealed to the City Council. Appeals to the Council shall be made in writing ten days after the Manager's decision. The decision of the Council shall be considered final. The Council shall notify the appellant, in writing, of its decision within five days of the decision.
9. The City shall not award a contract for five days following the decision on a bid protest except as provided in Section II(7). After five days, the City shall confirm with FTA that FTA has not received a protest on the contract in question.
10. If the Council decides the protest is not valid and no protest has been filed with FTA within five days, the bid award will continue according to normal procedures.

Part II – Protest to FTA

1. Pursuant to FTA Circular 4220.1f, FTA may entertain a protest that alleges that the grantee failed to adopt or follow an adopted written protest procedure.
2. A protest must be filed with the appropriate FTA Regional Office, with a concurrent copy to the City, not later than five days after the City renders a final decision under the City's protest procedure, or five days after the protestor knew or should have known of the City's failure to render a final decision on the protest.
3. The protest filed with FTA shall:
 - a. Include the name and address of the protestor
 - b. Identify the grantee, project number, and the number of the contract solicitation
 - c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures, and be fully supported to the extent possible
 - d. Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.
4. FTA shall notify the grantee in a timely manner of the receipt of a protest. FTA shall instruct the grantee to notify the contractor of the protest if award has been made, or if no award has been made, to notify all interested parties. The grantee shall instruct all who receive such notice that they may communicate further directly with FTA.
5. The grantee shall submit the following information no later than ten days after receipt of notification by FTA of the protest:
 - a. A copy of the grantee's protest procedure
 - b. A description of the process followed concerning the protestor's protest
 - c. Any supporting documentation
6. The grantee shall provide the protestor with a copy of the above submission. The protestor must submit any comments on the grantee's submission no later than ten days after the protestor's receipt of the grantee's submission.
7. When a protest has been timely filed with the City before award, the City will not make an award prior to five days after the resolution of the protest, or if a protest has been filed with FTA, during the pendency of that protest, unless the City determines that:
 - a. The item(s) to be procured are urgently needed
 - b. Delivery or performance will be unduly delayed by failure to make the award
 - c. Failure to make prompt award will otherwise cause undue harm to the grantee or the federal government
 - d. Failure to make prompt delivery will otherwise significantly increase the price of the purchase

Upon receipt of the submissions, FTA will either request further information or a conference among the parties, or will render a decision on the protest.

Part VI: Sample Agreement

Procurement of Goods Agreement

This Procurement of Goods Agreement, dated as of [***DATE OF COUNCIL APPROVAL] (this “**Agreement**,” to be referenced by [***NUMBER] 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 [***SELLER NAME], a [***STATE OF ORGANIZATION] [TYPE OF ENTITY] with offices located at [***ADDRESS, CITY, STATE, ZIP] (“**Seller**”), and together with Buyer, the “**Parties**”, and each, a “**Party**”).

RECITALS

WHEREAS, Seller is in the business of selling [DESCRIPTION OF GOODS]; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the “**Goods**”) 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.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A. If Seller delivers more [***than [NUMBER]%] or less than [[***NUMBER]% 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 address specified in Exhibit A (the “**Delivery Location**”) during Buyer’s normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. [***Delivery shall be made [[DDP/CPT/OTHER INCOTERMS® RULE] Delivery Location, Incoterms® [***YEAR OF APPLICABLE INCOTERMS® RULE]/[***OTHER SHIPPING TERMS]/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, [***air waybill/bill of lading] and any other documents necessary to release the Goods to Buyer within [***NUMBER] 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, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the [***air waybill/bill of lading] number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, [***promptly/within [NUMBER] days] replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs (**subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within [***NUMBER] days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within 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 15 days after invoiced amounts are delivered to the buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

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

12. Warranties. Seller warrants to Buyer that for a period of [***NUMBER] months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, [**drawings, designs, samples, and other requirements specified by Buyer]; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery

of repaired or replacement Goods to Buyer.

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

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

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

16. Insurance. Before commencing with work under this Agreement, and for a period of [***TIME PERIOD] after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate [***OTHER INSURANCE COVERAGES AND AMOUNTS] 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:

[***BUYER ADDRESS]

Telephone: [***NUMBER]]

Notice to Seller:

[***SELLER ADDRESS]

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless

explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.]

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

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

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

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

APPROVED AS TO FORM

ATTEST

BUYER

CITY OF CASPER, WYOMING

A Wyoming municipal corporation

[***]
City Clerk

[***]
Mayor

WITNESS

SELLER

[**SELLER'S NAME]

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

EXHIBIT A

- DESCRIPTION AND QUANTITY OF GOODS: [***]
- PRICE: [***spell out the amount] (\$***)
- DELIVERY DATE: [***]
- DELIVERY LOCATION: [***ADDRESS, CITY, STATE, ZIP]
- SHIPPING TERMS: [***fill in INCOTERMS from Section 5]

Exhibit A

Exhibit A – Seating Configuration

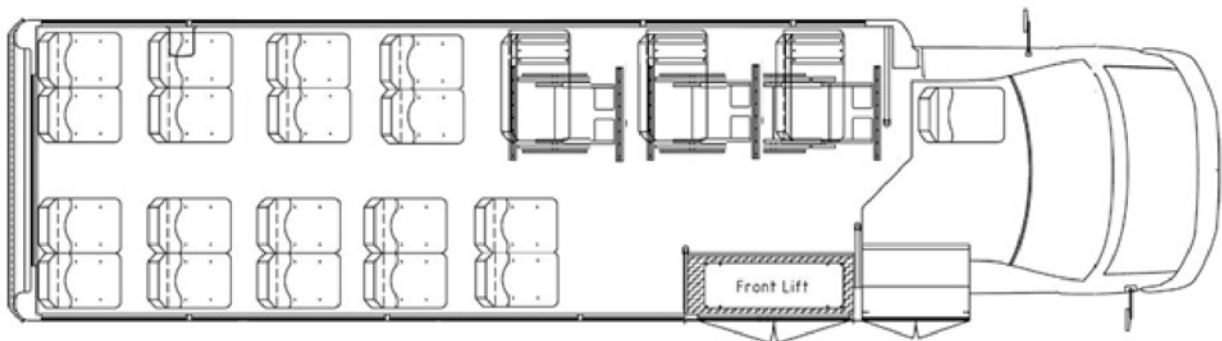
Note: these images are for seating reference only and may not reflect other specifications listed in the bid documents

ALL WHEELCHAIR SEATS ON DRIVER'S SIDE ARE FORWARD FACING FOLDING SEATS.
DRIVER'S SIDE WHEELCHAIR TIE-DOWN WILL START DIRECTLY BEHIND DRIVERS SEAT.

****Alternative seating configurations must be approved prior to bid submission. ****

24 Passenger Bus

TIE DOWN LOCATIONS ARE FOLDING SEATS.



March 15, 2022

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager *JCN*
SUBJECT: Amoco Reuse Agreement Joint Powers Board Appointment

Meeting Type & Date

Regular Council Meeting, March 15, 2022

Action Type

Minute Action

Recommendation:

That Council, by minute action, authorize the appointment of one new member, Mr. Jeff Goetz to fill a partial term on the Amoco Reuse Agreement Joint Powers Board (ARAJPB).

Summary:

Mr. Bob Chynoweth's submitted his resignation from the board, leaving his position open. The application period was advertised and closed on February 25, 2022, with two applications received. Members of the Natrona County Commissioners and City Council reviewed the applications and chose Mr. Goetz to fill the seat.

The ARAJPB is a joint City/County board that requires approval from both the City Council and the County Commissioners. This item is on the County Commissioners March 15, 2022, agenda for approval as well.

Mr. Goetz's term, will end on December 31, 2023. He will be eligible to apply for one (1) additional three- year (3) term which would begin on January 1, 2024 and expire on December 31, 2026.

Financial Considerations:

No Financial Considerations

Oversight/Project Responsibility:

Amoco Reuse Agreement Joint Powers Board

Attachments:

ARAJPB Advertisement
Jeff Goetz Letter of Interest
Jeff Goetz Resume
Jeff Goetz Citizen Application

PUBLIC SERVICE OPPORTUNITY

The City of Casper and Natrona County are accepting applications from interested individuals who wish to serve as members of Amoco Reuse Agreement Joint Powers Board (ARAJPB) of Directors.

This board is responsible for the oversight of the reuse of the former Amoco Refinery Property, one of our community's most important assets. They control the Three Crowns Golf Course located on the Platte River Commons, and they are tasked with the commercial development of the Salt Creek Heights and Platte River Commons. This partial term to be filled will be from March 9, 2022 until December 31, 2024. Upon completion of the initial term, a letter of interest will be required to fill the next portion of the three-year term.

If you are interested in participating in the rewarding and important work of this board and community, please submit a letter of interest, along with a brief resume of your experience to Amoco Reuse Agreement Joint Powers Board, 2435 King Blvd., Suite 249R, Casper, Wyoming 82604. Attention: Renee Hahn. The deadline for accepting these applications is Friday, February 25, 2022.

If you have questions about the work of the board, please call Renee Hahn at 472-5591.

Amoco Reuse Agreement Joint Powers Board
Attn: Renee Hahn
2435 King Blvd
Suite 249R
Casper, WY 82604

Dear Renee,

My name is Jeff Goetz and I would like to submit my name for consideration for the Joint Powers Board.

I have lived in Casper for 14 years and have worked for the Wyoming Department of Transportation since moving here in 2008. As part of my position as a public information/outreach officer, I've been fortunate to become involved in several community organizations and efforts, outlined in the attached resume.

I have enjoyed this community and have enjoyed working with the many groups and people who help make the Casper area a great place to live. I'm an avid golfer, skier and bicyclist and my family and I take advantage of the many opportunities we are fortunate enough to have. It's for that reason I like to get involved civically and give something back to the city that has afforded myself and my family a great place to call home.

If I may answer any questions, please feel free to call me at 262-2866 (cell) or 333-1508 (home) or by email at: walahfrid@gmx.com.

Thank you.



Jeff Goetz

Jeffory A. Goetz

walahfrid@gmx.com • 3541 E. 19th St., Casper, WY 82609 • 307-333-1508

Education

University of Iowa
B.A., Political Science

Professional Experience

Wyoming Department of Transportation | Casper, Wyoming
Senior Public Relations Specialist 05/2008 – Present

Serve as the district spokesperson and liaison to the public and media.

USDA – National Agriculture Statistics Service | Cheyenne, Wyoming

Enumerator 10/2007 – 05/2008

Part-time position conducting interviews over the phone gathering agriculture data. Also interviewed growers and ranchers for the Census of Agriculture.

City of Greeley | Greeley, Colorado

Promotions Assistant/Acting Marketing Director 07/2005 – 11/2006

Served in the marketing office for the City's Recreation Department.

Organizations and Affiliations

- Founded the Casper Area Public Information Officers working group in 2017. This is a networking group of public affairs professionals representing governmental agencies around Natrona County which seeks opportunities to work together, support each other and to share ideas and practices.
- Work with Natrona County Emergency Management as a pool public information officer.
- Member of the Platte River Trails (ex-officio).
- Organized and led the annual Ride of Silence in Casper. The Ride of Silence was a group bicycle ride raising awareness of cycling and the issues cyclists face when riding in traffic. This ride took place each may from 2010-2016.
- Wyoming Senior Olympics Cycling Commissioner 2013. Organized and staffed the Casper Senior Olympics cycling games including road races and mountain bike races.

**CITIZEN APPLICATION FOR APPOINTMENT
TO A NATRONA COUNTY COMMITTEE/COMMISSION/BOARD**

ALL INFORMATION ON THIS FORM IS PUBLIC RECORD

Please return to:

Natrona County Board of County Commissioners
200 N. Center Street #115
Casper, WY 82601

PLEASE TYPE OF PRINT CLEARLY

NAME
(Last) (First) (MI)

PREFERRED ADDRESS HOME WORK

CITY/TOWN ZIP

HOME PHONE # MOBILE PHONE #

EMPLOYER

OCCUPATION

BUSINESS PHONE # EMAIL ADDRESS

I am interested in serving on one or more of the following Board of Natrona County (Please prioritize if more than one checked.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Amoco Reuse Agreement JPB-3 yr term | <input type="checkbox"/> Historic Preservation Commission-3 yr term |
| <input type="checkbox"/> Casper Re-Entry Center Community Brd-3 yr term | <input type="checkbox"/> Juvenile Planning Commission-3 yr term |
| <input type="checkbox"/> Central WY Fair Board-5 yr term | <input type="checkbox"/> Memorial Hospital BOT-3 yr term |
| <input type="checkbox"/> Central WY Senior Services BOD-3 yr term | <input type="checkbox"/> Metro Animal Control Facility JPB-3 yr term |
| <input type="checkbox"/> Central WY Regional Water System JPB-3 yr term | <input type="checkbox"/> Metropolitan Planning Commission-3 yr term |
| <input type="checkbox"/> Citizen's Transportation Advisory Comm.-3 yr term | <input type="checkbox"/> Airport BOT-5 yr term |
| <input type="checkbox"/> City-County Board of Health-5 yr term | <input type="checkbox"/> Library Board-3 yr term |
| <input type="checkbox"/> Economic Development JPB-3 yr term | <input type="checkbox"/> Planning & Zoning Commission-3 yr term |
| <input type="checkbox"/> Community Action Partnership of NC-4 yr term | <input type="checkbox"/> Travel & Tourism Council-3 yr term |
| <input type="checkbox"/> Detention Center JPB-3 yr term | <input type="checkbox"/> Weed & Pest Control District-4 yr term |
| <input type="checkbox"/> Fire Fighters of NC-3 yr term | <input type="checkbox"/> NC Parks Board |
| <input type="checkbox"/> Hall of Justice JPB-3 yr term | <input type="checkbox"/> Planning & Development Board of Appeals-3 yr term |

Predator Management District BOD-3 year term

Vista West/West Gate JPB-3 yr term

What education or special training do you have which you feel particularly fits you for the appointment to this position?

I serve as a liaison between the State of Wyoming Department of Transportation and public and other governmental agencies. I have worked closely with representatives of the City of Casper and surrounding towns; Natrona County, law enforcement and other first responders and civic groups within the community. I'm civic-minded and enjoy taking advantage, and promoting, what the Casper area offers.

What work experience or other experience do you have which will be beneficial in carrying out the responsibilities of this position?

I've served on committees and other civic organizations that have worked for the betterment of the Casper area such as Platte River Trails, Platte River Revival, Safe Kids of Central Wyoming; You Drink and Drive You Lose of Natrona County; Casper's Ride of Silence, Wyoming Senior Olympics.

Referred by: Self

Other

Please submit with a resume, letter of introduction, and references. Thank you for your interest to serve on a Natrona County Board. You will be contacted regarding interview dates and times. It is possible there may be more candidates than Board opening available, we encourage you to re-apply for consideration for consideration on future Board appointments.

SIGNATURE OF APPLICANT



DATE

2/25/22

Please print your completed form and mail it to the address listed. Keep a copy for your records.

Print Form