

# COUNCIL MEETING AGENDA

**Casper City Council**  
**City Hall, Council Chambers**  
**Tuesday, April 18, 2023 at 6:00 p.m.**



## COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications from Persons Present.
- II. When Speaking to the City Council Please:
  - Clearly State Your Name
  - Direct all questions/comments to the Mayor and only the Mayor.
  - No personal attacks on staff or Council.
  - Speak to the City Council with Civility and Decorum
- III. The City Council Will Not Respond to Any Comments or Questions Concerning Personnel Matters. Any Such Comments or Questions Will be Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Councilors.
- 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. Public input via email is encouraged: [CouncilComments@casperwy.gov](mailto:CouncilComments@casperwy.gov)**

## AGENDA

1. ROLL CALL & PLEDGE OF ALLEGIANCE
2. APPROVAL OF COUNCIL MEETING MINUTES
  - A. Consideration of **Minutes of the March 30, 2023 Special Council Meeting**, As Published in the Casper Star-Tribune on April 7, 2023.
  - B. Consideration of **Minutes of the March 21, 2023 Executive Session**.
3. CONSIDERATION OF BILLS AND CLAIMS

4. BRIGHT SPOT: NATIONAL DONATE LIFE MONTH

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH PUBLIC HEARINGS

A. Consent

1. Establish May 2, 2023 as the Public Hearing Date for Consideration of:

- a. **Transfer of Ownership for Retail Liquor License No. 37** from Charger Holdings, LLC d/b/a Charger Holdings, LLC, Located at 355 West Yellowstone to Bull Horn Brewing, LLC d/b/a **Bull Horn Brewing**, Located at 355 West Yellowstone Hwy.

7. PUBLIC HEARINGS

A. Ordinance

1. Creating City of Casper, Wyoming **Local Assessment District No. 159** (Hereinafter Called the “District”); Ordering the Construction of Improvements Therein; Describing the Same, Directing the Preparation of Plans and Specifications Therefor; Providing for the Publication of Notice to Contractors; Fixing the Boundaries of Said District; Ratifying Action Previously Taken; and, Prescribing Details in Connection with Said District.
2. Approving a Zone Change of Lot 1, **Majestic Mountain Addition**, from PH (Park Historic) to C-2 (General Business).
3. Approving the **Highland Park Tennis Complex Addition**, and the Associated Subdivision Agreement.
4. Approving a Plat, Subdivision Agreement, and Zone Change for the **Lukasiewicz Subdivision** in the City of Casper, Wyoming.

B. Resolution

1. **Authorizing a Real Estate Purchase Agreement** Between Natrona County, Wyoming and the City of Casper, Wyoming Regarding the City's Sale of 8 Acres, More or Less, of Property Located at the Northeast Corner of East **12th Street and Conwell Street**.

8. SECOND READING ORDINANCE

A. Approving **Amendments to the Liquor License Code Sections, 5.08.150 and 5.08.390.**

1. Communications from Persons Present

## 9. RESOLUTIONS

### A. Consent

1. Approving a **Site Plan and Accepting the Ground Lease Agreement** Between the City and **WYO Complex** as the Site Plan Agreement.
2. Authorizing **Amendment No. 1 to the Contract for Professional Services** Between the City of Casper and **HDR Engineering, Inc.**
3. Authorizing a Contract Between the City of Casper and **Civil Engineering Professionals, Inc., for the Mills Platte River Trail Connectivity Study.**
4. Accepting a **Deed of Gift from Rocking K Properties, LLC**, for a 1,978 Square Foot Parcel in the Vicinity of West First Street and Nichols Avenue.
5. Authorizing **Amendment No. 1 to the Contract** for Professional Services Between the City and Bearing, Belt, and Chain Inc., dba **Napa.**
6. Authorizing the **First Amendment to the Employment Agreement with James Carter Napier**, for City Manager Services.
7. Authorizing Acceptance of a **Grant from the Wyoming Game and Fish Commission Wallop Breaux Boating Access Fund.**
8. Authorizing the Mayor to Sign a Letter of Support for the **Wyoming Food for Thought's Grant Application** to the Rocky Mountain Power Blue Sky Program.
9. Authorizing **Amendment No. 1 to the Memorandum of Understanding** for Community Recreation Facilities Between the City of Casper, Wyoming and **Natrona County School District.**
10. Authorizing a Rental Agreement with **Spuds Baseball Club LLC** for Use of **the Mike Lansing Baseball Stadium.**
11. Authorizing a Rental Agreement with **Casper Baseball Club** for Use of **Mike Lansing Baseball Stadium.**
12. Authorizing Change Order No. 2 with **Modern Electric Co.** for the **Solid Waste CRL Electrical Service Upgrades**, Project No. 21-013.
13. Authorizing Amendment No. 2 to the Contract for Professional Services with **Holland and Hart, LLP for Providing Legal Services.**
14. Authorizing a Procurement Agreement with **Dana Kepner Company of Wyoming, Inc.**, for the **2023 Casper Public Utilities Materials Procurement.**

15. Authorizing a Procurement Agreement with **Ferguson Enterprises, LLC**, dba Ferguson Waterworks, for the **2023 Casper Public Utilities Materials Procurement**.
16. Authorizing Change Order No. 5 to the Agreement with **Insituform Technologies, LLC**, for a **Time Extension for the North Platte Sanitary Sewer Rehabilitation**, Project No. 20-015.
17. **Rescinding Resolution 22-119** - A Resolution Authorizing a Professional Services Contract for **Transit Services for the City of Mills**, a Wyoming Municipality, for Fiscal Year 2023.
18. Authorizing a **Transportation Services Contract for the City of Mills**, a Wyoming Municipality, for Fiscal Year 2023.
19. Authorizing a **Transportation Services Contract** for Transit Services for **the Town of Bar Nunn**, a Wyoming Municipality, for Fiscal Year 2023.
20. Ratifying the Mayor's Signature and Approving the **OneWyo II Opioid Settlement Memorandum of Agreement**.
21. Authorizing a Contract Between the City of Casper and **Ayres Associates** for the **North Platte River Park No. 2 Simple Master Plan**.
22. Authorizing a Contract with **AAA Landscaping, LLC**, for **Weed Mowing and Litter Abatement**.
23. Authorizing a Contract with **Brian's Go To Service** for **Weed Mowing and Litter Abatement**.
24. Declaring the Intent of the City of Casper, Wyoming, to **Create a Local Assessment District No. 160, Chinook Trail Improvements** in Said City; to Authorize the Construction of Local Improvements Therein; and to Assess the Cost or Portion Thereof on the Property Benefitted Thereby.

## 10. MINUTE ACTION

### A. Consent

1. Authorizing the **Purchase of One (1) New Turf Utility Vehicle** for Use by the **Casper Municipal Golf Course**.
2. Authorizing the **Purchase of One (1) New Heavy-Duty Crew Cab Chassis 4x4 Truck** with Dump Body and Accessories for Use by the **Solid Waste Division** of the Public Services Department.
3. Authorizing the **Purchase of a Bauer Unicus 4s Breathing Air Compressor** from Wiedner Fire Equipment for Use by the **Casper Fire-EMS Department**.

4. Authorizing the **Purchase of a Custom Service Body from Hiway Products** for Use by the **Casper Fire-EMS Department** on Regional Response Deployments.
5. Authorizing the **Purchase of Ten (10) Scott Hazmat SCBAs, Masks, and Twenty-Six (26) Bottles from SeaWestern** for Use by the **Casper Fire-EMS Department** on Regional Response Hazmat Calls.
6. **Reject All Bids Received for the City Hall Project S.A.F.E Asbestos Abatement, Project No. 22-010.**

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

12. ADJOURN INTO EXECUTIVE SESSION – LAND, PERSONNEL & LITIGATION

13. RESOLUTION

A. Consent

1. Ratifying the Mayor’s Signature and **Approving a Release and Settlement of Claims.**

14. ADJOURNMENT OF REGULAR MEETING

**Upcoming Council Meetings**

**Regular Council Meetings**

6:00 p.m. Tuesday, May 2, 2023 – Council Chambers  
 6:00 p.m. Tuesday, May 16, 2023 – Council Chambers

**Work Sessions**

4:00 p.m. Tuesday, April 25, 2023– Council Meeting Room  
 4:30 p.m. Tuesday, May 9, 2023 – Council Meeting Room

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS - SPECIAL MEETING  
Casper City Hall – Council Chambers  
March 30, 2023

1. ROLL CALL

Casper City Council met in special session at 1:10 p.m., Thursday, March 30, 2023. Present: Councilors Engebretsen, Gamroth, Haskins, Pollock, Bond, and Vice Mayor Pacheco, acting as Mayor Pro Tem. Councilors Jensen and Cathey and Mayor Knell were absent.

Moved by Councilor Pollock, seconded by Councilor Gamroth, to, by minute action, excuse the absences of Mayor Knell and Councilors Jensen and Cathey. Motion passed.

2.A.1. RESOLUTION

Following resolution read:

RESOLUTION NO. 23-48

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF INTENT TO NEGOTIATE THE POTENTIAL SALE OF A PORTION OF CITY OWNED LAND LOCATED CONTIGUOUS TO THE NATIONAL HISTORIC TRAILS INTERPRETIVE CENTER.

Councilor Engebretsen presented the foregoing resolution for adoption. Seconded by Councilor Bond. City Manager Napier provided a brief report. Citizens speaking on the item were: Cam Walker, member of the National Historic Trails Interpretive Center Board, Pat Sweeney, and Dennis Steinsland. Councilors discussed the item. Councilors Gamroth, Pollock, and Vice Mayor Pacheco expressed support for entering into negotiations, with the caveat that this is just the beginning process. City Manager Napier and City Attorney Nelson emphasized that there is no commitment to sell the land via this resolution; instead the resolution only allows the City Manager to enter into negotiations and does not commit the City to enter into a transaction. City Manager Napier stated that Mayor Knell had expressed concern about this interfering with future plans for the land around the Ford Wyoming Center; City Manager Napier pointed out the timeliness of this item, as the plan for development around the Ford Wyoming Center will be completed this summer, and will include future plans for the National Historic Trails Interpretive Center and the land surrounding it. Motion passed.

3. ADJOURNMENT

Moved by Councilor Gamroth, seconded by Councilor Pollock, to, by minute action adjourn the special meeting. Motion passed. The meeting was adjourned at 1:31 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor

# City of Casper - Bills and Claims for April 18, 2023

## 0970 CED

0970 CED	Traffic Control	Photo cells for luminaires	\$54.30
0970 CED	Traffic Control	8 LED bulbs for North Casper luminaire repai	\$920.56
<i>0970 CED - Total For Traffic Control</i>			<i>\$974.86</i>
<b>0970 CED - ALL DEPARTMENTS</b>			<b>\$974.86</b>

## 4IMPRINT, INC

4IMPRINT, INC	Police Administration	ALL OTHER DIRECT MARKETERS PD swag	\$273.54
<i>4IMPRINT, INC - Total For Police Administration</i>			<i>\$273.54</i>
<b>4IMPRINT, INC - ALL DEPARTMENTS</b>			<b>\$273.54</b>

## 6H GROUP LLC

6H GROUP LLC	Police Administration	Dog food	\$115.60
<i>6H GROUP LLC - Total For Police Administration</i>			<i>\$115.60</i>
<b>6H GROUP LLC - ALL DEPARTMENTS</b>			<b>\$115.60</b>

## 71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	EZ Street-Bulk	\$1,039.50
71 CONSTRUCTION, INC	Streets	EZ Street-Bulk	\$615.00
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$1,654.50</i>
<b>71 CONSTRUCTION, INC - ALL DEPARTMENTS</b>			<b>\$1,654.50</b>

## A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Postage / Mailing Service	\$63.64
<i>A.M.B.I. &amp; SHIPPING, - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$63.64</i>
A.M.B.I. & SHIPPING,	City Council	PUBLISHING & PRINTING CCPD resource guid	\$30.50
<i>A.M.B.I. &amp; SHIPPING, - Total For City Council</i>			<i>\$30.50</i>
A.M.B.I. & SHIPPING,	Engineering	Postage / Mailing Service	\$42.06
<i>A.M.B.I. &amp; SHIPPING, - Total For Engineering</i>			<i>\$42.06</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Patient Books	\$449.63

A.M.B.I. & SHIPPING,	Fire-EMS Administration	Business cards for Captain Mason and Sunde	\$80.00
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / Mailing Service	\$9.63
<i>A.M.B.I. &amp; SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$539.26</i>
A.M.B.I. & SHIPPING,	Health Insurance Fund	Postage / Mailing Service	\$9.66
<i>A.M.B.I. &amp; SHIPPING, - Total For Health Insurance Fund</i>			<i>\$9.66</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage / Mailing Service	\$22.77
<i>A.M.B.I. &amp; SHIPPING, - Total For Human Resources</i>			<i>\$22.77</i>
A.M.B.I. & SHIPPING,	Parks - Parks Maint.	Postage / Mailing Service	\$0.67
<i>A.M.B.I. &amp; SHIPPING, - Total For Parks - Parks Maint.</i>			<i>\$0.67</i>
A.M.B.I. & SHIPPING,	Public Transit - CARES Act	Printing service - remittance envelopes	\$183.90
<i>A.M.B.I. &amp; SHIPPING, - Total For Public Transit - CARES Act</i>			<i>\$183.90</i>
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			<b>\$892.46</b>

## AAA LANDSCAPING

AAA LANDSCAPING	Community Development	Removal of debris and disposal	\$745.00
<i>AAA LANDSCAPING - Total For Community Development</i>			<i>\$745.00</i>
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			<b>\$745.00</b>

## ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Merchandise/ Inventory	\$1,536.00
<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$1,536.00</i>
<b>ACUSHNET COMPANY - ALL DEPARTMENTS</b>			<b>\$1,536.00</b>

## AIRBNB HMWC3PZY8M

AIRBNB HMWC3PZY8M	Hogadon - Operations	Conference Lodging	\$806.81
<i>AIRBNB HMWC3PZY8M - Total For Hogadon - Operations</i>			<i>\$806.81</i>
<b>AIRBNB HMWC3PZY8M - ALL DEPARTMENTS</b>			<b>\$806.81</b>

## AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Diversion & Special	SAFETY GLASS FOR SPECIAL WASTE CREW	\$46.20
<i>AIRGAS USA LLC - Total For Balefill - Diversion &amp; Special</i>			<i>\$46.20</i>
<b>AIRGAS USA LLC - ALL DEPARTMENTS</b>			<b>\$46.20</b>



## ALBERTSONS #0062

ALBERTSONS #0062	Community Development	Bottled Water	\$7.98
<i>ALBERTSONS #0062 - Total For Community Development</i>			<i>\$7.98</i>
ALBERTSONS #0062	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS party su	\$14.65
<i>ALBERTSONS #0062 - Total For Metro Animal Shelter</i>			<i>\$14.65</i>
ALBERTSONS #0062	Sewer Administration	Supplies for CPU Advisory Board meeting	\$8.00
<i>ALBERTSONS #0062 - Total For Sewer Administration</i>			<i>\$8.00</i>
ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board meeting	\$9.78
<i>ALBERTSONS #0062 - Total For Water Administration</i>			<i>\$9.78</i>
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$40.41</b>

## ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$99.98
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$183.56
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	(\$2.49)
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.31
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$401.18</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$162.40
ALSCO	Fleet Maintenance Fund	Laundry service	\$119.65
ALSCO	Fleet Maintenance Fund	Laundry service	\$162.40
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$444.45</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$83.58
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$83.58</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$44.18
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$44.18</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.92
ALSCO	Streets	Professional Laundry Services	\$133.40
<i>ALSCO - Total For Streets</i>			<i>\$534.12</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$152.38
<i>ALSCO - Total For WWTP Operations</i>			<i>\$152.38</i>

**ALSCO - ALL DEPARTMENTS** \$1,659.89

**ALTITUDE RECYCLING E**

ALTITUDE RECYCLING E Balefill - Baler Processing Inspection of liners & travel expense baler \$2,500.00

*ALTITUDE RECYCLING E - Total For Balefill - Baler Processing* \$2,500.00

**ALTITUDE RECYCLING E - ALL DEPARTMENTS** \$2,500.00

**AMAZON.COM H72A57Z52**

AMAZON.COM H72A57Z52 Police Administration BOOK STORES ammunition holder Range \$191.40

*AMAZON.COM H72A57Z52 - Total For Police Administration* \$191.40

**AMAZON.COM H72A57Z52 - ALL DEPARTMENTS** \$191.40

**AMAZON.COM H773N4CM1**

AMAZON.COM H773N4CM1 Police Administration BOOK STORES Whiteboard Career Services \$40.89

*AMAZON.COM H773N4CM1 - Total For Police Administration* \$40.89

**AMAZON.COM H773N4CM1 - ALL DEPARTMENTS** \$40.89

**AMAZON.COM H770J3TT0**

AMAZON.COM H770J3TT0 Public Safety Communication BOOK STORES appreciation gifts dispatch we \$398.81

*AMAZON.COM H770J3TT0 - Total For Public Safety Communications* \$398.81

**AMAZON.COM H770J3TT0 - ALL DEPARTMENTS** \$398.81

**AMAZON.COM HC1RK24H1**

AMAZON.COM HC1RK24H1 Public Safety Communication BOOK STORES speakers for dispatchers \$71.44

*AMAZON.COM HC1RK24H1 - Total For Public Safety Communications* \$71.44

**AMAZON.COM HC1RK24H1 - ALL DEPARTMENTS** \$71.44

**AMAZON.COM HC2KH3W82**

AMAZON.COM HC2KH3W82 Police Administration BOOK STORES technology supplies Investigat \$609.95

*AMAZON.COM HC2KH3W82 - Total For Police Administration* \$609.95

**AMAZON.COM HC2KH3W82 - ALL DEPARTMENTS** \$609.95

### **AMAZON.COM HG0WG3601**

AMAZON.COM HG0WG360 Public Safety Communication BOOK STORES speakers for all dispatchers \$89.46

*AMAZON.COM HG0WG3601 - Total For Public Safety Communications* \$89.46

**AMAZON.COM HG0WG3601 - ALL DEPARTMENTS** \$89.46

### **AMERICAN GAS LAMP WO**

AMERICAN GAS LAMP WO Traffic Control Drivers for gas lamps \$188.00

*AMERICAN GAS LAMP WO - Total For Traffic Control* \$188.00

**AMERICAN GAS LAMP WO - ALL DEPARTMENTS** \$188.00

### **AMERICAN RED CROSS**

AMERICAN RED CROSS Aquatics- Mike Sedar Oper. Lifeguard Certifications \$168.00

*AMERICAN RED CROSS - Total For Aquatics- Mike Sedar Oper.* \$168.00

**AMERICAN RED CROSS - ALL DEPARTMENTS** \$168.00

### **AMERICAN WATER WORKS**

AMERICAN WATER WORKS Regional Water Operations AWWA Membership Dues - Dues & Subscript \$233.00

*AMERICAN WATER WORKS - Total For Regional Water Operations* \$233.00

**AMERICAN WATER WORKS - ALL DEPARTMENTS** \$233.00

### **AMERI-TECH EQUIPMENT**

AMERI-TECH EQUIPMENT Refuse - Commercial Plug Cover Kit FOR PLOW \$10.14

*AMERI-TECH EQUIPMENT - Total For Refuse - Commercial* \$10.14

AMERI-TECH EQUIPMENT Refuse - Recycling Equipment repair Recycle Trk#2314 HAUL AL \$822.19

*AMERI-TECH EQUIPMENT - Total For Refuse - Recycling* \$822.19

**AMERI-TECH EQUIPMENT - ALL DEPARTMENTS** \$832.33

### **AMZN Mktp US**

AMZN Mktp US Aquatics - Operations Lanyards \$21.55

<i>AMZN Mktp US - Total For Aquatics - Operations</i>			\$21.55
AMZN Mktp US	Balefill - Disposal & Landfill	OFFICE SUPPLIES FOR EQUIPT BLDG/ OP SUP	\$26.19
<i>AMZN Mktp US - Total For Balefill - Disposal &amp; Landfill</i>			\$26.19
AMZN Mktp US	Balefill - Diversion & Special	OFFICE SUPPLIES	\$31.98
AMZN Mktp US	Balefill - Diversion & Special	STRAINER BAGS FOR COMPOST	\$17.98
<i>AMZN Mktp US - Total For Balefill - Diversion &amp; Special</i>			\$49.96
AMZN Mktp US	City Manager	Mobile whiteboard	\$129.95
<i>AMZN Mktp US - Total For City Manager</i>			\$129.95
AMZN Mktp US	Community Development	Equipment for Plan storage	\$248.90
AMZN Mktp US	Community Development	Equipment for Plan Storage	\$265.00
<i>AMZN Mktp US - Total For Community Development</i>			\$513.90
AMZN Mktp US	Fire-EMS Administration	Award Certificate Supplies	\$32.98
<i>AMZN Mktp US - Total For Fire-EMS Administration</i>			\$32.98
AMZN Mktp US	Fire-EMS Operations	Blankets for Stations	\$275.34
<i>AMZN Mktp US - Total For Fire-EMS Operations</i>			\$275.34
AMZN Mktp US	Hogadon - Operations	office vac	\$26.98
<i>AMZN Mktp US - Total For Hogadon - Operations</i>			\$26.98
AMZN Mktp US	Parks - Athletic Maint.	Metal Detector for base anchors	\$62.80
AMZN Mktp US	Parks - Athletic Maint.	Dog Signs for Soccer Complex	\$185.70
<i>AMZN Mktp US - Total For Parks - Athletic Maint.</i>			\$248.50
AMZN Mktp US	Police Administration	BOOK STORES technology items Investigatio	\$48.99
AMZN Mktp US	Police Administration	BOOK STORES technology items Investigatio	\$702.71
AMZN Mktp US	Police Administration	BOOK STORES technology equipment for Inv	\$184.00
AMZN Mktp US	Police Administration	BOOK STORES	\$309.55
AMZN Mktp US	Police Administration	BOOK STORES technology equipment Investi	\$330.00
AMZN Mktp US	Police Administration	BOOK STORES cell phone case PIO work cell	\$28.45
AMZN Mktp US	Police Administration	BOOK STORES Promotional process book ass	\$208.59
AMZN Mktp US	Police Administration	BOOK STORES technology items for Investiga	\$53.59
<i>AMZN Mktp US - Total For Police Administration</i>			\$1,865.88
AMZN Mktp US	Police Investigations	BOOK STORES Evidence supplies	\$68.93
AMZN Mktp US	Police Investigations	BOOK STORES Evidence supplies	\$48.00
<i>AMZN Mktp US - Total For Police Investigations</i>			\$116.93
AMZN Mktp US	Public Safety Communication	BOOK STORES Dispatch week appreciation gi	\$180.32
<i>AMZN Mktp US - Total For Public Safety Communications</i>			\$180.32
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES	\$25.99
<i>AMZN Mktp US - Total For Public Transit - CARES Act</i>			\$25.99

AMZN Mktp US	Rec Center - Admin	CRC Cash Handling Bags, Small, Deposit	\$24.89
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$24.89</i>
AMZN Mktp US	Rec Center - Operations	Exit Signs CRC Safety/Emergency Exits	\$96.72
AMZN Mktp US	Rec Center - Operations	CRC Cash Handling, Safety Signs and safety t	\$69.14
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$165.86</i>
AMZN Mktp US	Refuse - Residential	CLEANING SUPPLIES FOR TRUCKS	\$115.98
AMZN Mktp US	Refuse - Residential	CLEANING SUPPLIES FOR FOR TRASH TRUCKS	\$25.57
<i>AMZN Mktp US - Total For Refuse - Residential</i>			<i>\$141.55</i>
<b>AMZN Mktp US - ALL DEPARTMENTS</b>			<b>\$3,846.77</b>

## APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	Opus One Planner App	\$26.24
APPLE COMPUTER, INC.	Fire-EMS Administration	Cloud Storage	\$0.99
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			<i>\$27.23</i>
<b>APPLE COMPUTER, INC. - ALL DEPARTMENTS</b>			<b>\$27.23</b>

## ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Maintenance - HEAT & AIR COND FILTER REP	\$107.00
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	March 2023 Filter CHNG HEAT & AIR COND F	\$180.00
<i>ARROWHEAD HEATING &amp; - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$287.00</i>
<b>ARROWHEAD HEATING &amp; - ALL DEPARTMENTS</b>			<b>\$287.00</b>

## AT & T CORP

AT & T CORP	City Manager	Data for ipad	\$40.04
<i>AT &amp; T CORP - Total For City Manager</i>			<i>\$40.04</i>
AT & T CORP	Community Development	Acct #287298906028	\$433.38
<i>AT &amp; T CORP - Total For Community Development</i>			<i>\$433.38</i>
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$645.60
<i>AT &amp; T CORP - Total For Fire-EMS Administration</i>			<i>\$645.60</i>
AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00
<i>AT &amp; T CORP - Total For Metro Animal Control</i>			<i>\$450.00</i>
AT & T CORP	Police Administration	Acct #287279602134	\$16,002.31
<i>AT &amp; T CORP - Total For Police Administration</i>			<i>\$16,002.31</i>

AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$96.40
<i>AT &amp; T CORP - Total For Public Safety Communications</i>			<i>\$96.40</i>
AT & T CORP	Public Transit - CARES Act	Acct #287306431868	\$291.16
<i>AT &amp; T CORP - Total For Public Transit - CARES Act</i>			<i>\$291.16</i>
AT & T CORP	Regional Water Operations	Acct #287311040412 - Communication	\$40.04
<i>AT &amp; T CORP - Total For Regional Water Operations</i>			<i>\$40.04</i>
AT & T CORP	Sewer Wastewater Collection	Acct #287295228508--remote device data	\$160.16
<i>AT &amp; T CORP - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT &amp; T CORP - Total For Streets</i>			<i>\$200.20</i>
<b>AT &amp; T CORP - ALL DEPARTMENTS</b>			<b>\$18,359.29</b>

## ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Capital Projects Fund	North Center luminaire repairs	\$30,500.00
<i>ATLANTIC ELECTRIC, I - Total For Capital Projects Fund</i>			<i>\$30,500.00</i>
<b>ATLANTIC ELECTRIC, I - ALL DEPARTMENTS</b>			<b>\$30,500.00</b>

## ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$314.59
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$44.48
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$359.07</i>
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	CHAIR FOR ADMIN OFFICE	\$315.00
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			<i>\$315.00</i>
ATLAS OFFICE PRODUCT	Finance	KATIE PEARSON STANDING DESK	\$327.65
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$327.65</i>
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$273.30
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$149.97
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$45.55
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$286.54
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$214.24
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$96.68
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$22.24
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$448.88
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$96.06

ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$377.49
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			<i>\$2,010.95</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$27.59
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$246.21
ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$300.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$50.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$42.77
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$666.57</i>
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$3,679.24</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	Balefill - Diversion & Special	Home and Garden Booth materials	\$4.25
<i>ATLAS REPRODUCTION - Total For Balefill - Diversion &amp; Special</i>			<i>\$4.25</i>
ATLAS REPRODUCTION	Community Development	Printing/Laminating Service-Public Notice Po	\$30.00
ATLAS REPRODUCTION	Community Development	Printing/Laminating Service-Public Notice Po	\$51.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$81.00</i>
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$85.25</b>

## ATSI

ATSI	Traffic Control	Yearly certification on MMU tester	\$739.34
<i>ATSI - Total For Traffic Control</i>			<i>\$739.34</i>
<b>ATSI - ALL DEPARTMENTS</b>			<b>\$739.34</b>

## AUDIE JEANS PHOTOGRA

AUDIE JEANS PHOTOGRA	City Council	Council photo	\$35.00
<i>AUDIE JEANS PHOTOGRA - Total For City Council</i>			<i>\$35.00</i>
<b>AUDIE JEANS PHOTOGRA - ALL DEPARTMENTS</b>			<b>\$35.00</b>

## AWWA.ORG

AWWA.ORG	Water Administration	Manuals	\$143.80
<i>AWWA.ORG - Total For Water Administration</i>			<i>\$143.80</i>
<b>AWWA.ORG - ALL DEPARTMENTS</b>			<b>\$143.80</b>

## B&B RUBBER STAMP

B&B RUBBER STAMP	Balefill - Disposal & Landfill	NOTARY STAMP	\$31.95
<i>B&amp;B RUBBER STAMP - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$31.95</i>
<b>B&amp;B RUBBER STAMP - ALL DEPARTMENTS</b>			<b>\$31.95</b>

## BA SHIELDS

BA SHIELDS	Fire-EMS Training	SCBA mask covers	\$495.00
<i>BA SHIELDS - Total For Fire-EMS Training</i>			<i>\$495.00</i>
<b>BA SHIELDS - ALL DEPARTMENTS</b>			<b>\$495.00</b>

## BADGER METER INC

BADGER METER INC	Water Meters	Orion Cellular LTE Serv Unit	\$161.98
<i>BADGER METER INC - Total For Water Meters</i>			<i>\$161.98</i>
<b>BADGER METER INC - ALL DEPARTMENTS</b>			<b>\$161.98</b>

## BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Diversion & Special	FIX FOR PLOW ON SW GATOR	\$13.89
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion &amp; Special</i>			<i>\$13.89</i>
<b>BAILEY'S ACE HARDWAR - ALL DEPARTMENTS</b>			<b>\$13.89</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Diversion & Special	MOUSE TRAPS FOR PROCESSING/SCALEHOU	\$60.82
<i>BAILEYS ACE HDWE - Total For Balefill - Diversion &amp; Special</i>			<i>\$60.82</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	OSHA Inspection Repair supplies for Marath	\$26.48
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			<i>\$26.48</i>
BAILEYS ACE HDWE	Capital Projects Fund	Concrete screws for controller installation	\$26.99
<i>BAILEYS ACE HDWE - Total For Capital Projects Fund</i>			<i>\$26.99</i>
BAILEYS ACE HDWE	Fire-EMS Operations	Station Supplies	\$26.16
<i>BAILEYS ACE HDWE - Total For Fire-EMS Operations</i>			<i>\$26.16</i>
BAILEYS ACE HDWE	Parks - Athletic Maint.	Keys	\$16.74
<i>BAILEYS ACE HDWE - Total For Parks - Athletic Maint.</i>			<i>\$16.74</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Seed starting soil	\$13.98



<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$13.98</i>
BAILEYS ACE HDWE	Public Transit - Operations	Heater Replacement for Transit Garage Class	\$5.59
BAILEYS ACE HDWE	Public Transit - Operations	Transit Heater Replacement Project - Baileys	\$9.99
<i>BAILEYS ACE HDWE - Total For Public Transit - Operations</i>			<i>\$15.58</i>
BAILEYS ACE HDWE	Sewer Stormwater	storm equipment for 660317	\$61.98
<i>BAILEYS ACE HDWE - Total For Sewer Stormwater</i>			<i>\$61.98</i>
BAILEYS ACE HDWE	Sewer Wastewater Collection	fasteners for van	\$13.56
<i>BAILEYS ACE HDWE - Total For Sewer Wastewater Collection</i>			<i>\$13.56</i>
<b>BAILEYS ACE HDWE - ALL DEPARTMENTS</b>			<b>\$262.29</b>

## BARGREEN WYOMING

BARGREEN WYOMING	Ice Arena - Operations	CONCESSIONS Supplies - Chlorine Test Stripe	\$50.00
BARGREEN WYOMING	Ice Arena - Operations	CONCESSIONS Napkins and Napkin Dispense	\$160.70
<i>BARGREEN WYOMING - Total For Ice Arena - Operations</i>			<i>\$210.70</i>
<b>BARGREEN WYOMING - ALL DEPARTMENTS</b>			<b>\$210.70</b>

## BEACON ATHL

BEACON ATHL	Parks - Athletic Maint.	Misc. Athletic Supplies for Baseball/Softball F	\$1,652.00
<i>BEACON ATHL - Total For Parks - Athletic Maint.</i>			<i>\$1,652.00</i>
<b>BEACON ATHL - ALL DEPARTMENTS</b>			<b>\$1,652.00</b>

## BEST BUY

BEST BUY	Fire-EMS Operations	Office Supplies for F1	\$31.98
<i>BEST BUY - Total For Fire-EMS Operations</i>			<i>\$31.98</i>
BEST BUY	Police Administration	ELECTRONIC SALES items for the iPad	\$189.97
<i>BEST BUY - Total For Police Administration</i>			<i>\$189.97</i>
<b>BEST BUY - ALL DEPARTMENTS</b>			<b>\$221.95</b>

## BEST PEST CONTROL IN

BEST PEST CONTROL IN	Metro Animal Shelter	DISINFECTING AND EXTERMINATING SERVIC	\$1,250.00
<i>BEST PEST CONTROL IN - Total For Metro Animal Shelter</i>			<i>\$1,250.00</i>
<b>BEST PEST CONTROL IN - ALL DEPARTMENTS</b>			<b>\$1,250.00</b>

## BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane to Heat Landfill Bldg	\$867.52
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane HEAT FOR EQUIPT BLGD	\$598.57
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,466.09</i>
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$1,424.50
BLAKEMAN PROPANE	Hogadon - Operations	Propane	\$1,424.50
<i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i>			<i>\$2,849.00</i>
<b>BLAKEMAN PROPANE - ALL DEPARTMENTS</b>			<b>\$4,315.09</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Refuse - Commercial	LUMBER for fence repair & plastic compacto	\$405.50
<i>BLOEDORN LUMBER CO - Total For Refuse - Commercial</i>			<i>\$405.50</i>
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$405.50</b>

## BROWNELLS, INC

BROWNELLS, INC	Police Administration	SPORTING GOODS STORES weapon parts	\$45.48
<i>BROWNELLS, INC - Total For Police Administration</i>			<i>\$45.48</i>
<b>BROWNELLS, INC - ALL DEPARTMENTS</b>			<b>\$45.48</b>

## CAROLINA SOFTWARE

CAROLINA SOFTWARE	Balefill - Disposal & Landfill	Software/Auto Email/QUARTERLY SOFTWARE	\$700.00
<i>CAROLINA SOFTWARE - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$700.00</i>
<b>CAROLINA SOFTWARE - ALL DEPARTMENTS</b>			<b>\$700.00</b>

## CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	Police Administration	VETERINARY SERVICES routine exam and vac	\$84.38
<i>CASPER ANIMAL MED CT - Total For Police Administration</i>			<i>\$84.38</i>
<b>CASPER ANIMAL MED CT - ALL DEPARTMENTS</b>			<b>\$84.38</b>

## CASPER DRY CLEANERS

CASPER DRY CLEANERS	Fire-EMS Operations	Unifrom Alterations	\$21.84
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CASPER DRY CLEANERS - Total For Fire-EMS Operations	\$21.84
<b>CASPER DRY CLEANERS - ALL DEPARTMENTS</b>	<b>\$21.84</b>

## CASPER NATRONA COUNT

CASPER NATRONA COUNT Social Community Services Tax Revenues (City) - March 2023	\$47,914.33
CASPER NATRONA COUNT - Total For Social Community Services	\$47,914.33
<b>CASPER NATRONA COUNT - ALL DEPARTMENTS</b>	<b>\$47,914.33</b>

## CASPER STAR TRIBUNE

CASPER STAR TRIBUNE City Clerk NEWS DEALERS AND NEWSSTANDS	\$1,897.28
CASPER STAR TRIBUNE - Total For City Clerk	\$1,897.28
<b>CASPER STAR TRIBUNE - ALL DEPARTMENTS</b>	<b>\$1,897.28</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE, Balefill - Baler Processing Standard Advertisement For Bid	\$595.00
CASPER STAR-TRIBUNE, - Total For Balefill - Baler Processing	\$595.00
CASPER STAR-TRIBUNE, Capital Projects Fund Standard Advertisement For Bid	\$632.92
CASPER STAR-TRIBUNE, Capital Projects Fund Resolution No. 23-37 A	\$640.88
CASPER STAR-TRIBUNE, - Total For Capital Projects Fund	\$1,273.80
CASPER STAR-TRIBUNE, Community Development City of Casper Intent Notice	\$312.70
CASPER STAR-TRIBUNE, Community Development City of Casper Property Notice	\$548.70
CASPER STAR-TRIBUNE, - Total For Community Development	\$861.40
CASPER STAR-TRIBUNE, Regional Water Operations Central Wyo Regional Water Meeting Notice	\$51.54
CASPER STAR-TRIBUNE, - Total For Regional Water Operations	\$51.54
CASPER STAR-TRIBUNE, Water Distribution Standard Advertisement For Bid	\$560.24
CASPER STAR-TRIBUNE, - Total For Water Distribution	\$560.24
CASPER STAR-TRIBUNE, WWTP Operations Standard Advertisement For Bid	\$580.56
CASPER STAR-TRIBUNE, - Total For WWTP Operations	\$580.56
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>	<b>\$3,922.54</b>

## CASPER TIRE

CASPER TIRE Fleet Maintenance Fund 230090 4 Tires	\$900.00
CASPER TIRE - Total For Fleet Maintenance Fund	\$900.00

CASPER TIRE	Refuse - Commercial	Flat repair TRK#2272 COMMERCIAL FL 2014	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	FLAT REPAIR TRK#2299 RESIDENT SIDELOAD	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$45.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$990.00</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Casper Soccer -	\$79.68
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Rec Center - Wi	\$127.90
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall - Winn	\$55.87
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for City Hall - Winn	\$569.27
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing supplies to start up Casper Soccer -	\$43.03
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage -	\$167.20
CASPER WINNELSON CO	Buildings & Structures Fund	Steam room repair supplies for Rec Center -	\$629.34
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage	\$314.40
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,986.69</i>
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,986.69</b>

## CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$24.00
CASPER/NATRONA COUNT	Police Career Services	AUTOMOBILE PARKING LOTS AND GARAGES	\$30.00
<i>CASPER/NATRONA COUNT - Total For Police Career Services</i>			<i>\$54.00</i>
<b>CASPER/NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$54.00</b>

## CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Fleet Maintenance Fund	230076 Equipment repair	\$873.72
<i>CENTRAL TRUCK &amp; DIES - Total For Fleet Maintenance Fund</i>			<i>\$873.72</i>
<b>CENTRAL TRUCK &amp; DIES - ALL DEPARTMENTS</b>			<b>\$873.72</b>

## CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Regional Wholesale Water Revenue/Flushing	\$346,630.38
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$346,630.38</i>

**CENTRAL WY. REGIONAL - ALL DEPARTMENTS**

\$346,630.38

**CENTRAL WYOMING HOSP**

CENTRAL WYOMING HOSP	Capital Projects Fund	1% #16 Funding Central Wyoming	\$28,750.54
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<i>CENTRAL WYOMING HOSP - Total For Capital Projects Fund</i>			\$28,750.54
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**CENTRAL WYOMING HOSP - ALL DEPARTMENTS**

\$28,750.54

**CENTURYLINK**

CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$44.52
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<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			\$44.52
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CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$48.44
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<i>CENTURYLINK - Total For Customer Service</i>			\$48.44
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CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,300.07
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CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$256.87
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CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$500.67
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CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$499.29
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<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$2,556.90
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CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-5112 611M	\$178.14
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<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$178.14
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CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$48.44
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<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$48.44
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CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$352.48
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<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$352.48
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CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,341.19
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<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			\$1,341.19
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**CENTURYLINK - ALL DEPARTMENTS**

\$4,570.11

**CHARTER COMMUNICATIO**

CHARTER COMMUNICATIO	Golf - Operations	Cable for golf shop	\$125.21
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<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			\$125.21
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**CHARTER COMMUNICATIO - ALL DEPARTMENTS**

\$125.21

**CHILD DEVELOPMENT CE**

CHILD DEVELOPMENT CE	Capital Projects Fund	1%#16 Funding Child Developmen	\$10,625.00
<i>CHILD DEVELOPMENT CE - Total For Capital Projects Fund</i>			<i>\$10,625.00</i>
<b>CHILD DEVELOPMENT CE - ALL DEPARTMENTS</b>			<b>\$10,625.00</b>

## CIRCLE K # 06625

CIRCLE K # 06625	Police Career Services	AUTOMATED FUEL DISPENSERS training Cha	\$44.55
<i>CIRCLE K # 06625 - Total For Police Career Services</i>			<i>\$44.55</i>
<b>CIRCLE K # 06625 - ALL DEPARTMENTS</b>			<b>\$44.55</b>

## CIRCLE K # 20858

CIRCLE K # 20858	Police Career Services	AUTOMATED FUEL DISPENSERS travel for ba	\$20.46
<i>CIRCLE K # 20858 - Total For Police Career Services</i>			<i>\$20.46</i>
<b>CIRCLE K # 20858 - ALL DEPARTMENTS</b>			<b>\$20.46</b>

## CITIZEN PAYMENT

CITIZEN PAYMENT	Engineering	Travel Expense & Reimbursement	\$794.88
<i>CITIZEN PAYMENT - Total For Engineering</i>			<i>\$794.88</i>
CITIZEN PAYMENT	Rec Center - Classes	Refund of Adventure Camp Charges	\$300.00
<i>CITIZEN PAYMENT - Total For Rec Center - Classes</i>			<i>\$300.00</i>
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$1,094.88</b>

## CITY OF CASPER

CITY OF CASPER	Balefill - Disposal & Landfill	Street Sweeping Monthly Fee	\$2,266.00
<i>CITY OF CASPER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$2,266.00</i>
CITY OF CASPER	Hogadon - Operations	Public garbage	\$20.00
CITY OF CASPER	Hogadon - Operations	Public Garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$40.00</i>
CITY OF CASPER	Police Administration	Pickup landfill	\$20.00
<i>CITY OF CASPER - Total For Police Administration</i>			<i>\$20.00</i>
CITY OF CASPER	Public Transit - CARES Act	Workorder & Fuel Charge	\$14,888.06
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$14,888.06</i>
CITY OF CASPER	Public Transit - Operations	Workorder & Fuel Charge	\$11,504.98
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$11,504.98</i>

CITY OF CASPER	Refuse - Residential	Monthly Balefill Pass Billing - March 2023	\$38,420.00
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$5,913.88
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$5,415.85
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$5,545.93
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$5,891.53
CITY OF CASPER	Refuse - Residential	Garbage baler	\$1,831.50
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$3,498.00
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$2,498.93
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$7,112.33
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$550.55
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$540.10
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboar	\$5,587.73
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$82,806.33</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$420,578.93
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$420,578.93</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$96.80
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$91.30
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$63.25
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$251.35</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$532,355.65</b>

## CK MECHANICAL PLUMBI

CK MECHANICAL PLUMBI	Balefill - Diversion & Special	UNCLOG FLOOR DRAIN IN SW DRIVE THUR B	\$199.00
<i>CK MECHANICAL PLUMBI - Total For Balefill - Diversion &amp; Special</i>			<i>\$199.00</i>
<b>CK MECHANICAL PLUMBI - ALL DEPARTMENTS</b>			<b>\$199.00</b>

## CLEAN CLUB 307

CLEAN CLUB 307	Balefill - Disposal & Landfill	Cleaning/Janitorial Service	\$1,155.00
<i>CLEAN CLUB 307 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,155.00</i>
<b>CLEAN CLUB 307 - ALL DEPARTMENTS</b>			<b>\$1,155.00</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Mudflap TRK#2287 COMMERCIAL ROLL OFF	\$7.62
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<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$7.62</i>
CMI TECO, INC.	Refuse - Residential	Air Solenoid Valve TRK#2275 RESIDENT SIDE	\$413.64
CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2289 Resident Sideloa	\$659.37
CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2289 Resident Sideloa	\$985.48
CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2302 Resident Sideloa	\$3,874.85
CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2289 Resident Sideloa	\$3,222.12
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2285 RESIDENT SIDEL	\$343.47
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$9,498.93</i>
<b>CMI TECO, INC. - ALL DEPARTMENTS</b>			<b>\$9,506.55</b>

## COBBLESTONE INN

COBBLESTONE INN	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS traini	\$414.03
COBBLESTONE INN	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS traini	\$310.53
<i>COBBLESTONE INN - Total For Police Career Services</i>			<i>\$724.56</i>
<b>COBBLESTONE INN - ALL DEPARTMENTS</b>			<b>\$724.56</b>

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Capital Projects Fund	Full removal / assistance	\$880.00
COMMUNICATION TECHNO	Capital Projects Fund	Full removal / assistance	\$880.00
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$1,760.00</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Installation of Quad Traffic Advisor/Battery/	\$2,737.00
COMMUNICATION TECHNO	Fire-EMS Operations	Installation of Auto Charge WP Kit/Battery/	\$3,988.87
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$6,725.87</i>
COMMUNICATION TECHNO	Police Administration	Installation of new Gamber box & rewiring	\$880.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$880.00</i>
<b>COMMUNICATION TECHNO - ALL DEPARTMENTS</b>			<b>\$9,365.87</b>

## COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Disposal & Landfill	SERVICE ON ALL AIR COMPRESSORS	\$1,433.61
<i>COMPRESSION LEASING - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,433.61</i>
COMPRESSION LEASING	Refuse - Residential	SERVICE ON ALL AIR COMPRESSORS	\$1,433.61
<i>COMPRESSION LEASING - Total For Refuse - Residential</i>			<i>\$1,433.61</i>
COMPRESSION LEASING	WWTP Operations	Oil & Air Filter, Air/Oil Separator Element	\$662.00



COMPRESSION LEASING - Total For WWTP Operations \$662.00

**COMPRESSION LEASING - ALL DEPARTMENTS \$3,529.22**

### CONOCO - BUCKS TRAVE

CONOCO - BUCKS TRAVE Police Administration AUTOMATED FUEL DISPENSERS travel to assi \$36.49

CONOCO - BUCKS TRAVE - Total For Police Administration \$36.49

**CONOCO - BUCKS TRAVE - ALL DEPARTMENTS \$36.49**

### CONSENSUS CLOUD SOLU

CONSENSUS CLOUD SOLU Information Services Monthly Fee Local Numbers/Secure Storage- \$203.54

CONSENSUS CLOUD SOLU - Total For Information Services \$203.54

**CONSENSUS CLOUD SOLU - ALL DEPARTMENTS \$203.54**

### CONVERGEONE

CONVERGEONE Police Administration Viper System Maintenance/Managed Service \$25,347.29

CONVERGEONE - Total For Police Administration \$25,347.29

**CONVERGEONE - ALL DEPARTMENTS \$25,347.29**

### CONVERGEONE INC

CONVERGEONE INC City Attorney TELECOMMUNICATION EQUIPMENT INCLUD \$187.24

CONVERGEONE INC - Total For City Attorney \$187.24

**CONVERGEONE INC - ALL DEPARTMENTS \$187.24**

### Core & Main

Core & Main Water Meters 4- 2" Neptune Meters \$1,272.50

Core & Main - Total For Water Meters \$1,272.50

**Core & Main - ALL DEPARTMENTS \$1,272.50**

### COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE Buildings & Structures Fund Hand and Body Soap; Ice Melt; Neutralizer; t \$464.86

COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund \$464.86

COWBOY SUPPLY HOUSE	Rec Center - Operations	Hand and Body Soap; Ice Melt; Neutralizer; t	\$154.36
<i>COWBOY SUPPLY HOUSE - Total For Rec Center - Operations</i>			<i>\$154.36</i>
<b>COWBOY SUPPLY HOUSE - ALL DEPARTMENTS</b>			<b>\$619.22</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	OSHA Inspection Repair Supplies for Marath	\$78.48
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Plumbing repair supplies for Stuckenhoff - Cr	\$26.16
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$104.64</i>
CRUM ELECTRIC SUPPLY	Capital Projects Fund	Electrical parts for irrigation controller install	\$150.74
<i>CRUM ELECTRIC SUPPLY - Total For Capital Projects Fund</i>			<i>\$150.74</i>
CRUM ELECTRIC SUPPLY	RWS - Booster Stations	SANDY LAKES BOOSTER PUMP #1- BOOSTER	\$377.21
<i>CRUM ELECTRIC SUPPLY - Total For RWS - Booster Stations</i>			<i>\$377.21</i>
CRUM ELECTRIC SUPPLY	Traffic Control	Photo cells for luminaires	\$113.81
<i>CRUM ELECTRIC SUPPLY - Total For Traffic Control</i>			<i>\$113.81</i>
CRUM ELECTRIC SUPPLY	Water Tanks	LIGHTING FOR SUN-3, PRATT, MT ROAD- OT	\$700.10
<i>CRUM ELECTRIC SUPPLY - Total For Water Tanks</i>			<i>\$700.10</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$1,446.50</b>

## DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Fire-EMS Operations	Station 2 Ice Maker Install	\$760.00
<i>DAVIDSON MECHANICAL, - Total For Fire-EMS Operations</i>			<i>\$760.00</i>
<b>DAVIDSON MECHANICAL, - ALL DEPARTMENTS</b>			<b>\$760.00</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	Auto glass repair / installation	\$291.44
DECKER AUTO GLASS, I	Fleet Maintenance Fund	101209 Auto glass repair/service	\$279.02
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$570.46</i>
DECKER AUTO GLASS, I	Refuse - Commercial	NEW WINDSHIELD TRK#2288 COMM FL 201	\$146.41
<i>DECKER AUTO GLASS, I - Total For Refuse - Commercial</i>			<i>\$146.41</i>
<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>			<b>\$716.87</b>

## DECKS UNLIMITED LLC

DECKS UNLIMITED LLC	Balefill		\$84.73
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DECKS UNLIMITED LLC - Total For Balefill \$84.73

**DECKS UNLIMITED LLC - ALL DEPARTMENTS \$84.73**

### DELL MARKETING LP

DELL MARKETING LP Police Administration COMPUTERS,COMPUTER PERIPHERAL EQUIP (\$11.95)

DELL MARKETING LP - Total For Police Administration (\$11.95)

**DELL MARKETING LP - ALL DEPARTMENTS (\$11.95)**

### DELTA 0062372216

DELTA 0062372216 Metropolitan Planning Org DELTA- flight to esri uc \$736.80

DELTA 0062372216 - Total For Metropolitan Planning Org \$736.80

**DELTA 0062372216 - ALL DEPARTMENTS \$736.80**

### DENNIS SUPPLY CO.

DENNIS SUPPLY CO. Buildings & Structures Fund Ice Machine Repair Supplies for Casper Socc \$822.11

DENNIS SUPPLY CO. Buildings & Structures Fund Ice maker repair supplies for Casper Soccer - \$46.47

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC Repair supplies for City Hall - Dennis S \$36.23

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC Repair supplies for Water Garage - De \$10.08

DENNIS SUPPLY CO. Buildings & Structures Fund HVAC PM Supplies - Dennis Supply \$961.88

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$1,876.77

**DENNIS SUPPLY CO. - ALL DEPARTMENTS \$1,876.77**

### DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA Streets 1 Pallet ---56 Bags HP Concrete Patch \$2,155.67

DENVER INDUSTRIAL SA - Total For Streets \$2,155.67

**DENVER INDUSTRIAL SA - ALL DEPARTMENTS \$2,155.67**

### DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS Police Grants Fund COURT COSTS INCLUDING ALIMONY AND CH \$10.00

DEPT. OF FAMILY SVCS - Total For Police Grants Fund \$10.00

**DEPT. OF FAMILY SVCS - ALL DEPARTMENTS \$10.00**

## DESERT MTN. CORP.

DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,386.98
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,469.38
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,189.23
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,525.41
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,515.52
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,542.99
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,461.69
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,446.31
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,534.20
DESERT MTN. CORP.	Streets	Ice Slicer for 2023	\$3,446.31

*DESERT MTN. CORP. - Total For Streets* \$34,518.02

**DESERT MTN. CORP. - ALL DEPARTMENTS** \$34,518.02

## DFC COMPANY CCP

DFC COMPANY CCP	Traffic Control	Sign repair materials	\$4,213.45
DFC COMPANY CCP	Traffic Control	Telspar posts and white HIP	\$3,284.94

*DFC COMPANY CCP - Total For Traffic Control* \$7,498.39

**DFC COMPANY CCP - ALL DEPARTMENTS** \$7,498.39

## DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Pool paint for PV Pool - Diamond Vogel	\$115.56
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*DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund* \$115.56

**DIAMOND VOGEL PAINTS - ALL DEPARTMENTS** \$115.56

## DOLLAR TREE

DOLLAR TREE	Aquatics - Operations	Easter Grass, Basket, Stickers, Coloring Book,	\$33.75
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*DOLLAR TREE - Total For Aquatics - Operations* \$33.75

DOLLAR TREE	Metro Animal Shelter	VARIETY STORES Party supplies Judge's adop	\$6.56
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*DOLLAR TREE - Total For Metro Animal Shelter* \$6.56

**DOLLAR TREE - ALL DEPARTMENTS** \$40.31

## DOMINO'S 6042

DOMINO'S 6042	Community Development	FAST FOOD RESTAURANTS	\$71.62
<i>DOMINO'S 6042 - Total For Community Development</i>			<i>\$71.62</i>
<b>DOMINO'S 6042 - ALL DEPARTMENTS</b>			<b>\$71.62</b>

## DOOLEY OIL, INC.

DOOLEY OIL, INC.	Hogadon - Operations	Dyed Biodiesel Fuel	\$966.00
DOOLEY OIL, INC.	Hogadon - Operations	Dyed Biodiesel Fuel	\$3,000.00
DOOLEY OIL, INC.	Hogadon - Operations	Dyed Biodiesel Fuel	\$967.77
<i>DOOLEY OIL, INC. - Total For Hogadon - Operations</i>			<i>\$4,933.77</i>
<b>DOOLEY OIL, INC. - ALL DEPARTMENTS</b>			<b>\$4,933.77</b>

## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Chemicals	\$12,576.44
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$12,576.44</i>
<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>			<b>\$12,576.44</b>

## DRIVEN POWERSPORTS

DRIVEN POWERSPORTS	Capital Projects Fund	ATV	\$2,039.31
<i>DRIVEN POWERSPORTS - Total For Capital Projects Fund</i>			<i>\$2,039.31</i>
<b>DRIVEN POWERSPORTS - ALL DEPARTMENTS</b>			<b>\$2,039.31</b>

## eBay O 21-09872-5124

eBay O 21-09872-5124	Fleet Maintenance Fund	111185 cylinder 6in Rod	\$104.99
<i>eBay O 21-09872-5124 - Total For Fleet Maintenance Fund</i>			<i>\$104.99</i>
<b>eBay O 21-09872-5124 - ALL DEPARTMENTS</b>			<b>\$104.99</b>

## eBay O 22-09852-6231

eBay O 22-09852-6231	Ft. Caspar Museum	Archives Supplies	\$97.62
<i>eBay O 22-09852-6231 - Total For Ft. Caspar Museum</i>			<i>\$97.62</i>

eBay O 22-09852-6231 - ALL DEPARTMENTS \$97.62

### EEOC MISCELLANEOUS C

EEOC MISCELLANEOUS C Human Resources EEOC DEI TRAINING (TRACEY AND HEIDI ATT) \$290.00

*EEOC MISCELLANEOUS C - Total For Human Resources* \$290.00

**EEOC MISCELLANEOUS C - ALL DEPARTMENTS** \$290.00

### EGGINGTONS

EGGINGTONS City Council Breakfast meeting \$21.32

*EGGINGTONS - Total For City Council* \$21.32

EGGINGTONS City Manager Breakfast meeting \$21.32

*EGGINGTONS - Total For City Manager* \$21.32

EGGINGTONS Police Administration EATING PLACES, RESTAURANTS food promot \$810.06

*EGGINGTONS - Total For Police Administration* \$810.06

**EGGINGTONS - ALL DEPARTMENTS** \$852.70

### ELEVATORKEYS DOTCOM

ELEVATORKEYS DOTCOM Fire-EMS Operations Universal set of Elevator Keys \$158.94

*ELEVATORKEYS DOTCOM - Total For Fire-EMS Operations* \$158.94

**ELEVATORKEYS DOTCOM - ALL DEPARTMENTS** \$158.94

### ELITE K-9 INC

ELITE K-9 INC Police Administration PET SHOPS-PET FOOD AND SUPPLY STORES K \$300.74

*ELITE K-9 INC - Total For Police Administration* \$300.74

**ELITE K-9 INC - ALL DEPARTMENTS** \$300.74

### EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH Fire-EMS Administration Medical Direction for Casper F \$800.00

*EMERGENCY MEDICAL PH - Total For Fire-EMS Administration* \$800.00

**EMERGENCY MEDICAL PH - ALL DEPARTMENTS** \$800.00

## EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Disposal & Landfill	Work boot reimbursement	\$124.99
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$124.99</i>
EMPLOYEE REIMBURSEME	Community Development	Quarterly Rotary Dues Reimbursement	\$240.50
<i>EMPLOYEE REIMBURSEME - Total For Community Development</i>			<i>\$240.50</i>
EMPLOYEE REIMBURSEME	Fire-EMS Training	Reimbursement for 2023 High Plains Fire Co	\$200.00
EMPLOYEE REIMBURSEME	Fire-EMS Training	Fire Recruit Academy Food & Supplies Reimb	\$395.38
<i>EMPLOYEE REIMBURSEME - Total For Fire-EMS Training</i>			<i>\$595.38</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work Tool Allotment Reimbursement	\$147.03
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work tool allotment	\$188.49
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$485.52</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,446.39</b>

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	CWR System Agency	Testing Metals - Total or Soluble & Digestion	\$96.00
<i>ENERGY LABRATORIES I - Total For CWR System Agency</i>			<i>\$96.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$330.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$561.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$944.00</i>
ENERGY LABRATORIES I	WWTP Pretreatment	Petroleum Hydrocarbons, Purgeable Organic	\$874.00
<i>ENERGY LABRATORIES I - Total For WWTP Pretreatment</i>			<i>\$874.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$1,914.00</b>

## ENERGY MANAGEMENT CO

ENERGY MANAGEMENT CO	Regional Water Operations	Replacement Control Keypad - Maintenance	\$513.61
<i>ENERGY MANAGEMENT CO - Total For Regional Water Operations</i>			<i>\$513.61</i>
<b>ENERGY MANAGEMENT CO - ALL DEPARTMENTS</b>			<b>\$513.61</b>

## ENVATO

ENVATO	City Manager	Stock Images and Video	\$58.00
<i>ENVATO - Total For City Manager</i>			<i>\$58.00</i>

**ENVATO - ALL DEPARTMENTS** \$58.00

**Etsy.com - KOMATSUKA**

Etsy.com - KOMATSUKA Police Administration MISCELLENEOUS APPAREL AND ACCESSORY (\$22.39)

Etsy.com - KOMATSUKA Police Administration MISCELLENEOUS APPAREL AND ACCESSORY \$22.39

*Etsy.com - KOMATSUKA - Total For Police Administration* \$0.00

Etsy.com - KOMATSUKA Police Grants Fund MISCELLENEOUS APPAREL AND ACCESSORY (\$512.58)

Etsy.com - KOMATSUKA Police Grants Fund MISCELLENEOUS APPAREL AND ACCESSORY \$512.58

*Etsy.com - KOMATSUKA - Total For Police Grants Fund* \$0.00

**Etsy.com - KOMATSUKA - ALL DEPARTMENTS** \$0.00

**EUROFINS EATON ANALY**

EUROFINS EATON ANALY Regional Water Operations Bromate Testing - Testing \$100.00

*EUROFINS EATON ANALY - Total For Regional Water Operations* \$100.00

**EUROFINS EATON ANALY - ALL DEPARTMENTS** \$100.00

**EVENTS AT (1 OF**

EVENTS AT (1 OF Police Administration PROFESSIONAL SERVICES NOT ELSEWHERE C \$480.00

*EVENTS AT (1 OF - Total For Police Administration* \$480.00

**EVENTS AT (1 OF - ALL DEPARTMENTS** \$480.00

**EXPERIAN EXP PAY CC**

EXPERIAN EXP PAY CC Police Administration BUSINESS SERVICES NOT ELSEWHERE CLASSI \$104.47

*EXPERIAN EXP PAY CC - Total For Police Administration* \$104.47

**EXPERIAN EXP PAY CC - ALL DEPARTMENTS** \$104.47

**EXPRESS SERVICES INC**

EXPRESS SERVICES INC City Attorney Temp services \$984.34

*EXPRESS SERVICES INC - Total For City Attorney* \$984.34

EXPRESS SERVICES INC Customer Service Temp services \$344.25

*EXPRESS SERVICES INC - Total For Customer Service* \$344.25



**EXPRESS SERVICES INC - ALL DEPARTMENTS**

\$1,328.59

**FDIC/JEMS**

FDIC/JEMS	Fire-EMS Training	Registration for FDIC International 2023 for	\$1,019.00
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FDIC/JEMS	Fire-EMS Training	Fee for Captain Henderson to attend the FDI	\$1,314.00
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<i>FDIC/JEMS - Total For Fire-EMS Training</i>			\$2,333.00
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<b>FDIC/JEMS - ALL DEPARTMENTS</b>			<b>\$2,333.00</b>
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**FEDEX 87694417**

FEDEX 87694417	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$31.66
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<i>FEDEX 87694417 - Total For Police Administration</i>			\$31.66
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<b>FEDEX 87694417 - ALL DEPARTMENTS</b>			<b>\$31.66</b>
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**FEDEX 87694681**

FEDEX 87694681	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$59.20
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<i>FEDEX 87694681 - Total For Police Administration</i>			\$59.20
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<b>FEDEX 87694681 - ALL DEPARTMENTS</b>			<b>\$59.20</b>
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**FEDEX 87694809**

FEDEX 87694809	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$133.18
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<i>FEDEX 87694809 - Total For Police Administration</i>			\$133.18
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<b>FEDEX 87694809 - ALL DEPARTMENTS</b>			<b>\$133.18</b>
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**FEDEX 87694959**

FEDEX 87694959	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$29.22
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<i>FEDEX 87694959 - Total For Police Administration</i>			\$29.22
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<b>FEDEX 87694959 - ALL DEPARTMENTS</b>			<b>\$29.22</b>
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**FEDEX 87695002**

FEDEX 87695002	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$29.66
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<i>FEDEX 87695002 - Total For Police Administration</i>			\$29.66
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**FEDEX 87695002 - ALL DEPARTMENTS** \$29.66

## **FEDEX 87695074**

FEDEX 87695074 Police Administration COURIER SERVICES-AIR OR GROUND,FREIGH \$29.47

*FEDEX 87695074 - Total For Police Administration* \$29.47

**FEDEX 87695074 - ALL DEPARTMENTS** \$29.47

## **FERGUSON ENTERPRISES**

FERGUSON ENTERPRISES Regional Water Operations Parts for Raw Water #6 Morad Recharge Mo \$28.28

*FERGUSON ENTERPRISES - Total For Regional Water Operations* \$28.28

FERGUSON ENTERPRISES WWTP Operations 4" plug valves for grit system \$8,195.00

FERGUSON ENTERPRISES WWTP Operations Union \$51.06

*FERGUSON ENTERPRISES - Total For WWTP Operations* \$8,246.06

**FERGUSON ENTERPRISES - ALL DEPARTMENTS** \$8,274.34

## **FIRST INTERSTATE BAN**

FIRST INTERSTATE BAN Human Resources Gift cards \$218.00

*FIRST INTERSTATE BAN - Total For Human Resources* \$218.00

**FIRST INTERSTATE BAN - ALL DEPARTMENTS** \$218.00

## **FIRST VETERINARY SUP**

FIRST VETERINARY SUP Metro Animal Shelter Disinfectant \$328.92

*FIRST VETERINARY SUP - Total For Metro Animal Shelter* \$328.92

**FIRST VETERINARY SUP - ALL DEPARTMENTS** \$328.92

## **FLANIGAN'S FURNITURE**

FLANIGAN'S FURNITURE Fire-EMS Operations Beds for St. 1 \$713.00

*FLANIGAN'S FURNITURE - Total For Fire-EMS Operations* \$713.00

**FLANIGAN'S FURNITURE - ALL DEPARTMENTS** \$713.00

## **FOXSTER OPCO, LLC**

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

## FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	WWTP Operations	2022 Dodge Ram 3500 W/dump body	\$84,406.00
<i>FREMONT MOTOR CASPER - Total For WWTP Operations</i>			<i>\$84,406.00</i>
<b>FREMONT MOTOR CASPER - ALL DEPARTMENTS</b>			<b>\$84,406.00</b>

## G T DISTRIBUTORS, IN

G T DISTRIBUTORS, IN	Police Administration	MISCELLANEOUS AND RETAIL STORES weapo	\$40.99
<i>G T DISTRIBUTORS, IN - Total For Police Administration</i>			<i>\$40.99</i>
<b>G T DISTRIBUTORS, IN - ALL DEPARTMENTS</b>			<b>\$40.99</b>

## GALLS

GALLS	Fire-EMS Operations	SCBA Mask Bag	\$198.45
<i>GALLS - Total For Fire-EMS Operations</i>			<i>\$198.45</i>
<b>GALLS - ALL DEPARTMENTS</b>			<b>\$198.45</b>

## GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$158.40
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$158.40</i>
<b>GALLS, INC. - ALL DEPARTMENTS</b>			<b>\$158.40</b>

## GDIT FAA 347KP79

GDIT FAA 347KP79	Police Investigations	GOVERNMENT SERVICES NOT ELSEWHERE C	\$20.00
<i>GDIT FAA 347KP79 - Total For Police Investigations</i>			<i>\$20.00</i>
<b>GDIT FAA 347KP79 - ALL DEPARTMENTS</b>			<b>\$20.00</b>

## GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Streets	10--Surface Mt ADA Mats	\$1,000.00
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<i>GEOTEC INDUSTRIAL SU - Total For Streets</i>				<i>\$1,000.00</i>
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<b>GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS</b>				<b>\$1,000.00</b>
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## GOEBEL, BRANDON

GOEBEL, BRANDON	Water Revenue and Transfer			\$30.60
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<i>GOEBEL, BRANDON - Total For Water Revenue and Transfers</i>				<i>\$30.60</i>
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<b>GOEBEL, BRANDON - ALL DEPARTMENTS</b>				<b>\$30.60</b>
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## GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety video		\$95.00
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<i>GOLF SAFETY - Total For Weed &amp; Pest Fund</i>				<i>\$95.00</i>
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<b>GOLF SAFETY - ALL DEPARTMENTS</b>				<b>\$95.00</b>
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## GOOD TO GO STORES

GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$66.59
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$49.99
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$90.85
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$37.86
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$70.49
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$63.12
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$45.80
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$57.22
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$93.21
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$59.11
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$50.76
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GOOD TO GO STORES	Fire-EMS Operations	Fuel		\$73.91
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<i>GOOD TO GO STORES - Total For Fire-EMS Operations</i>				<i>\$758.91</i>
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<b>GOOD TO GO STORES - ALL DEPARTMENTS</b>				<b>\$758.91</b>
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## GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for Aquatics Center		\$27.07
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GRAINGER, INC.	Buildings & Structures Fund	Repair supplies in Ft. Caspar - Grainger		\$22.22
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GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage		\$30.49
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GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage -	\$23.80
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$103.58</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$103.58</b>

## GREATER WYOMING BIG

GREATER WYOMING BIG	Capital Projects Fund	1% #16 Funding Greater WY Big	\$4,476.38
<i>GREATER WYOMING BIG - Total For Capital Projects Fund</i>			<i>\$4,476.38</i>
<b>GREATER WYOMING BIG - ALL DEPARTMENTS</b>			<b>\$4,476.38</b>

## GREEN'S SEWER & DRAI

GREEN'S SEWER & DRAI	Regional Water Operations	Review & Locate Sewer Line - Maintenance	\$165.00
<i>GREEN'S SEWER &amp; DRAI - Total For Regional Water Operations</i>			<i>\$165.00</i>
<b>GREEN'S SEWER &amp; DRAI - ALL DEPARTMENTS</b>			<b>\$165.00</b>

## GREINER MOTOR CO - C

GREINER MOTOR CO - C	Fleet Maintenance Fund	101343 Vehicle repair	\$72.06
GREINER MOTOR CO - C	Fleet Maintenance Fund	101335 Vehicle service / repair	\$75.12
GREINER MOTOR CO - C	Fleet Maintenance Fund	Vehicle repair	\$688.60
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$835.78</i>
<b>GREINER MOTOR CO - C - ALL DEPARTMENTS</b>			<b>\$835.78</b>

## GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Design and CA of CFAC Natatori	\$72,285.50
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$72,285.50</i>
<b>GSG ARCHITECTURE - ALL DEPARTMENTS</b>			<b>\$72,285.50</b>

## HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	Balefill - Disposal & Landfill	Check valve cover	\$91.61
<i>HAJOCA KEENAN SUPP - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$91.61</i>
<b>HAJOCA KEENAN SUPP - ALL DEPARTMENTS</b>			<b>\$91.61</b>

## HAMPTON INN NEW SMYR

HAMPTON INN NEW SMYR	Metro Animal Control	HAMPTON INNS HOTELS S. Price K9 selection	\$590.40
<i>HAMPTON INN NEW SMYR - Total For Metro Animal Control</i>			<i>\$590.40</i>
HAMPTON INN NEW SMYR	Police Administration	HAMPTON INNS HOTELS Krugler K9 selection	\$526.50
HAMPTON INN NEW SMYR	Police Administration	HAMPTON INNS HOTELS Chaney K9 selectio	\$526.50
<i>HAMPTON INN NEW SMYR - Total For Police Administration</i>			<i>\$1,053.00</i>
<b>HAMPTON INN NEW SMYR - ALL DEPARTMENTS</b>			<b>\$1,643.40</b>

## HARDLINE EQUIPMENT L

HARDLINE EQUIPMENT L	Refuse - Residential	Yearly inspections on sweepers #2298 2019	\$3,110.95
HARDLINE EQUIPMENT L	Refuse - Residential	Yearly inspections on sweeper #2300 2019	\$6,973.67
<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			<i>\$10,084.62</i>
<b>HARDLINE EQUIPMENT L - ALL DEPARTMENTS</b>			<b>\$10,084.62</b>

## HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Golf Course Clubhouse -	\$7.59
<i>HARDWARE PARTNERS LL - Total For Buildings &amp; Structures Fund</i>			<i>\$7.59</i>
HARDWARE PARTNERS LL	Fire-EMS Operations	Propane	\$15.92
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			<i>\$15.92</i>
HARDWARE PARTNERS LL	Parks - Parks Maint.	Rope	\$44.58
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			<i>\$44.58</i>
HARDWARE PARTNERS LL	Regional Water Operations	Plow Bolts for Bobcat - Machinery Supplies	\$12.48
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$12.48</i>
HARDWARE PARTNERS LL	Weed & Pest Fund	supplies	\$15.57
HARDWARE PARTNERS LL	Weed & Pest Fund	Thread Lock bar oil	\$61.58
<i>HARDWARE PARTNERS LL - Total For Weed &amp; Pest Fund</i>			<i>\$77.15</i>
<b>HARDWARE PARTNERS LL - ALL DEPARTMENTS</b>			<b>\$157.72</b>

## HARKEN/CASCADE RESCU

HARKEN/CASCADE RESCU	Capital Projects Fund	ATV	\$1,856.68
<i>HARKEN/CASCADE RESCU - Total For Capital Projects Fund</i>			<i>\$1,856.68</i>
<b>HARKEN/CASCADE RESCU - ALL DEPARTMENTS</b>			<b>\$1,856.68</b>

## HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine	\$849.05
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$849.05</i>
<b>HAWKINS, INC. - ALL DEPARTMENTS</b>			<b>\$849.05</b>

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	WWTP Operations	Gems S028763 - WWTP DIGESTER B	\$3,885.75
<i>HDR ENGINEERING, INC - Total For WWTP Operations</i>			<i>\$3,885.75</i>
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$3,885.75</b>

## HILTON GDN INN NEW O

HILTON GDN INN NEW O	Metro Animal Control	HILTON GARDEN INN deposit S. Schell trainin	\$206.60
<i>HILTON GDN INN NEW O - Total For Metro Animal Control</i>			<i>\$206.60</i>
<b>HILTON GDN INN NEW O - ALL DEPARTMENTS</b>			<b>\$206.60</b>

## HILTON HOTELS

HILTON HOTELS	Police Career Services	HILTON Conference training	\$783.42
HILTON HOTELS	Police Career Services	HILTON lodging for training	\$643.02
HILTON HOTELS	Police Career Services	HILTON lodging training S. Boyle	\$643.02
<i>HILTON HOTELS - Total For Police Career Services</i>			<i>\$2,069.46</i>
HILTON HOTELS	Public Safety Communication	HILTON lodging for training L. Jackson	\$643.02
<i>HILTON HOTELS - Total For Public Safety Communications</i>			<i>\$643.02</i>
<b>HILTON HOTELS - ALL DEPARTMENTS</b>			<b>\$2,712.48</b>

## HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Metro Animal Shelter	HOBBY,TOY, AND GAME SHOPS shelter anim	\$130.31
<i>HOBBY-LOBBY #0233 - Total For Metro Animal Shelter</i>			<i>\$130.31</i>
HOBBY-LOBBY #0233	Parks - Athletic Maint.	Mike Lansing Field Press Box Items	\$65.75
<i>HOBBY-LOBBY #0233 - Total For Parks - Athletic Maint.</i>			<i>\$65.75</i>
HOBBY-LOBBY #0233	Police Administration	HOBBY,TOY, AND GAME SHOPS credit for ret	(\$17.44)
<i>HOBBY-LOBBY #0233 - Total For Police Administration</i>			<i>(\$17.44)</i>

**HOBBY-LOBBY #0233 - ALL DEPARTMENTS** \$178.62

## HOLIDAY INN

HOLIDAY INN Police Career Services HOLIDAY INNS NASRO training M. Nill \$623.55

*HOLIDAY INN - Total For Police Career Services* \$623.55

**HOLIDAY INN - ALL DEPARTMENTS** \$623.55

## HOLIDAY INN EXPRESS

HOLIDAY INN EXPRESS Police Career Services HOLIDAY INNS background \$243.62

*HOLIDAY INN EXPRESS - Total For Police Career Services* \$243.62

**HOLIDAY INN EXPRESS - ALL DEPARTMENTS** \$243.62

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC Regional Water Operations Gas in Explorer & Pick Ups - Gas/Fuel \$143.64

*HOMAX OIL SALES, INC - Total For Regional Water Operations* \$143.64

HOMAX OIL SALES, INC Water Distribution Fuel \$6,811.88

*HOMAX OIL SALES, INC - Total For Water Distribution* \$6,811.88

HOMAX OIL SALES, INC WWTP Operations Syncon EP PLUS GO 220 Metal \$182.63

*HOMAX OIL SALES, INC - Total For WWTP Operations* \$182.63

**HOMAX OIL SALES, INC - ALL DEPARTMENTS** \$7,138.15

## HOMEDEPOT.COM

HOMEDEPOT.COM Police Investigations HOME SUPPLY WAREHOUSE STORES Evidenc \$10.67

*HOMEDEPOT.COM - Total For Police Investigations* \$10.67

**HOMEDEPOT.COM - ALL DEPARTMENTS** \$10.67

## HORIZON CABLE SERVIC

HORIZON CABLE SERVIC Refuse - Commercial WIRE CABLE FOR TRK#2287 COMM ROLL OF \$408.71

HORIZON CABLE SERVIC Refuse - Commercial Install of wire rope TRK#2305 COM ROLLOFF \$519.63

*HORIZON CABLE SERVIC - Total For Refuse - Commercial* \$928.34

**HORIZON CABLE SERVIC - ALL DEPARTMENTS** \$928.34



## HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Buildings & Structures Fund	HVAC Repair Supplies for CBC - Hose and Ru	\$73.58
<i>HOSE AND RUBBER SUPP - Total For Buildings &amp; Structures Fund</i>			<i>\$73.58</i>
HOSE AND RUBBER SUPP	WWTP Operations	Hose	\$70.45
<i>HOSE AND RUBBER SUPP - Total For WWTP Operations</i>			<i>\$70.45</i>
<b>HOSE AND RUBBER SUPP - ALL DEPARTMENTS</b>			<b>\$144.03</b>

## HWS WILMINGTON MAYFA

HWS WILMINGTON MAYFA	Police Career Services	HOMEWOOD SUITES Background	\$140.12
<i>HWS WILMINGTON MAYFA - Total For Police Career Services</i>			<i>\$140.12</i>
<b>HWS WILMINGTON MAYFA - ALL DEPARTMENTS</b>			<b>\$140.12</b>

## IAEI

IAEI	Community Development	Russ IAEI - PROFESSIONAL SERVICES NOT ELS	\$120.00
<i>IAEI - Total For Community Development</i>			<i>\$120.00</i>
<b>IAEI - ALL DEPARTMENTS</b>			<b>\$120.00</b>

## INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Field soil compaction testing	\$1,848.30
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$1,848.30</i>
<b>INBERG-MILLER ENGINE - ALL DEPARTMENTS</b>			<b>\$1,848.30</b>

## INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Community Development	Russ ICC Renewal - MEMBERSHIP ORGANIZA	\$125.00
INT'L CODE COUNCIL I	Community Development	Justin ICC Test - MEMBERSHIP ORGANIZATIO	\$230.00
<i>INT'L CODE COUNCIL I - Total For Community Development</i>			<i>\$355.00</i>
INT'L CODE COUNCIL I	Fire-EMS Prevent & Inspect	2021 Digital Fire Codes	\$88.90
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$88.90</i>
<b>INT'L CODE COUNCIL I - ALL DEPARTMENTS</b>			<b>\$443.90</b>

## INTUIT, INC.

INTUIT, INC.	Aquatics - Operations	Stanchion Anchor, Diamond Brite, Shipping	\$542.23
<i>INTUIT, INC. - Total For Aquatics - Operations</i>			<i>\$542.23</i>
INTUIT, INC.	Capital Projects Fund	cat6 cable installation for irrigation controlle	\$266.00
INTUIT, INC.	Capital Projects Fund	cat6 cable installation at fire 5 for irrigation c	\$252.25
INTUIT, INC.	Capital Projects Fund	cat6 cable installation at fire 1 for irrigation c	\$84.50
INTUIT, INC.	Capital Projects Fund	cat6 cable installation at metro animal contr	\$177.25
<i>INTUIT, INC. - Total For Capital Projects Fund</i>			<i>\$780.00</i>
INTUIT, INC.	Fire-EMS Operations	Westnet Controller and Light Relocation	\$497.50
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$497.50</i>
INTUIT, INC.	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$50.00
<i>INTUIT, INC. - Total For Public Safety Communications</i>			<i>\$50.00</i>
INTUIT, INC.	Special Fire Assistance Fund	Twin Rescue System	\$800.00
<i>INTUIT, INC. - Total For Special Fire Assistance Fund</i>			<i>\$800.00</i>
<b>INTUIT, INC. - ALL DEPARTMENTS</b>			<b>\$2,669.73</b>

## JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70981 Equipment service/repairs	\$765.12
JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70986 Equipment repair	\$3,830.03
JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70735 Equipment service/repairs	\$932.84
JACK'S TRUCK & EQUIP	Fleet Maintenance Fund	70979 Equipment service/repairs	\$1,336.65
<i>JACK'S TRUCK &amp; EQUIP - Total For Fleet Maintenance Fund</i>			<i>\$6,864.64</i>
<b>JACK'S TRUCK &amp; EQUIP - ALL DEPARTMENTS</b>			<b>\$6,864.64</b>

## JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Merchandise	\$40.50
JC GOLF ACCESSORIES	Golf	Merchandise	\$659.18
JC GOLF ACCESSORIES	Golf	Merchandise	\$396.38
<i>JC GOLF ACCESSORIES - Total For Golf</i>			<i>\$1,096.06</i>
<b>JC GOLF ACCESSORIES - ALL DEPARTMENTS</b>			<b>\$1,096.06</b>

## JIMMY JOHNS #

JIMMY JOHNS #	Sewer Wastewater Collection	lunch while picking up 660316 from border	\$19.09
<i>JIMMY JOHNS # - Total For Sewer Wastewater Collection</i>			<i>\$19.09</i>

**JIMMY JOHNS # - ALL DEPARTMENTS** \$19.09

**JJE TRAILER SALES AN**

JJE TRAILER SALES AN Capital Projects Fund 18' Trailer \$6,868.74

*JJE TRAILER SALES AN - Total For Capital Projects Fund* \$6,868.74

**JJE TRAILER SALES AN - ALL DEPARTMENTS** \$6,868.74

**KEENAN SUPPLY-CASPER**

KEENAN SUPPLY-CASPER Balefill - Disposal & Landfill Valve for biosolids pump \$987.76

*KEENAN SUPPLY-CASPER - Total For Balefill - Disposal & Landfill* \$987.76

**KEENAN SUPPLY-CASPER - ALL DEPARTMENTS** \$987.76

**KINSCO LLC**

KINSCO LLC Fire-EMS Operations Uniform supplies \$450.00

KINSCO LLC Fire-EMS Operations Uniform supplies \$200.00

*KINSCO LLC - Total For Fire-EMS Operations* \$650.00

**KINSCO LLC - ALL DEPARTMENTS** \$650.00

**KISTLER TENT**

KISTLER TENT Fire-EMS Operations Velcro roll for helmets and passports \$130.00

*KISTLER TENT - Total For Fire-EMS Operations* \$130.00

**KISTLER TENT - ALL DEPARTMENTS** \$130.00

**KNIFE RIVER/JTL**

KNIFE RIVER/JTL Capital Projects Fund Recycled Concrete w/Base \$115.94

*KNIFE RIVER/JTL - Total For Capital Projects Fund* \$115.94

KNIFE RIVER/JTL Streets City of Casper Mix 1/Fuel Surcharge/Fiber M \$567.75

*KNIFE RIVER/JTL - Total For Streets* \$567.75

**KNIFE RIVER/JTL - ALL DEPARTMENTS** \$683.69

**KUBWATER RESOURCES,**

KUBWATER RESOURCES,	WWTP Operations	Zetag	\$8,300.00
<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			<i>\$8,300.00</i>
<b>KUBWATER RESOURCES, - ALL DEPARTMENTS</b>			<b>\$8,300.00</b>

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Uniform supplies	\$1,954.14
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$1,954.14</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$1,954.14</b>

## LARAMIE AREA VISITOR

LARAMIE AREA VISITOR	Fire-EMS Prevent & Inspect	International Association of Arson Investigat	\$255.00
<i>LARAMIE AREA VISITOR - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$255.00</i>
<b>LARAMIE AREA VISITOR - ALL DEPARTMENTS</b>			<b>\$255.00</b>

## 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>
<b>LAWSON PRODUCTS INC - ALL DEPARTMENTS</b>			<b>\$900.00</b>

## LEE ADV PHX

LEE ADV PHX	Fire-EMS Administration	Publication of RFPs	\$503.25
<i>LEE ADV PHX - Total For Fire-EMS Administration</i>			<i>\$503.25</i>
<b>LEE ADV PHX - ALL DEPARTMENTS</b>			<b>\$503.25</b>

## LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning/Janitorial Service	\$455.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$455.00</i>
<b>LISA'S SPIC N SPAN - ALL DEPARTMENTS</b>			<b>\$455.00</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Capital Projects Fund	Construction project - not bui	\$14,540.00
<i>LONG BUILDING TECHNO - Total For Capital Projects Fund</i>			<i>\$14,540.00</i>
LONG BUILDING TECHNO	Regional Water Operations	HVAC Services/Repairs - Maintenance Agree	\$1,415.78
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$1,415.78</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$15,955.78</b>

## MD MEDICAL RESOURCES

MD MEDICAL RESOURCES	Capital Projects Fund	Fitness Equipment	\$48,381.00
<i>MD MEDICAL RESOURCES - Total For Capital Projects Fund</i>			<i>\$48,381.00</i>
<b>MD MEDICAL RESOURCES - ALL DEPARTMENTS</b>			<b>\$48,381.00</b>

## MEAD LUMBER CHEYENNE

MEAD LUMBER CHEYENNE	Fire-EMS Training	Material for search and rescue training	\$144.50
<i>MEAD LUMBER CHEYENNE - Total For Fire-EMS Training</i>			<i>\$144.50</i>
<b>MEAD LUMBER CHEYENNE - ALL DEPARTMENTS</b>			<b>\$144.50</b>

## MELGAARD CONSTRUCTIO

MELGAARD CONSTRUCTIO	Balefill - Disposal & Landfill	Cell 5 Construction (Earthwork	\$24,187.00
<i>MELGAARD CONSTRUCTIO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$24,187.00</i>
<b>MELGAARD CONSTRUCTIO - ALL DEPARTMENTS</b>			<b>\$24,187.00</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Diversion & Special	Home and Garden Show Booth materials 2	\$4.19
<i>MENARDS CASPER WY - Total For Balefill - Diversion &amp; Special</i>			<i>\$4.19</i>
MENARDS CASPER WY	Cemetery	safety supplies	\$302.59
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$302.59</i>
MENARDS CASPER WY	RWS - Booster Stations	HARDWARE FOR WARDWELL TANK- BOOSTE	\$12.49
<i>MENARDS CASPER WY - Total For RWS - Booster Stations</i>			<i>\$12.49</i>
MENARDS CASPER WY	Traffic Control	2 18" crescent wrenches for pole inspections	\$43.94
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$43.94</i>
MENARDS CASPER WY	Water Distribution	COFFEE- BUILDING SUPPLIES	\$19.98
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$19.98</i>
MENARDS CASPER WY	Water Tanks	LIGHTING SUN-3, PRATT, MT ROAD- OTHER	\$160.44

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MENARDS CASPER WY - Total For Water Tanks \$160.44

**MENARDS CASPER WY - ALL DEPARTMENTS** **\$543.63**

## MERBACK AWARDS CO

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MERBACK AWARDS CO      City Council      Locker name plates and photo name plate      \$35.89

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*MERBACK AWARDS CO - Total For City Council* *\$35.89*

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MERBACK AWARDS CO      Fire-EMS Operations      Name tags for recruits      \$112.49

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*MERBACK AWARDS CO - Total For Fire-EMS Operations* *\$112.49*

**MERBACK AWARDS CO - ALL DEPARTMENTS** **\$148.38**

## MIDLAND SCIENTIFIC

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MIDLAND SCIENTIFIC      WWTP Operations      Lab supplies      \$200.17

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*MIDLAND SCIENTIFIC - Total For WWTP Operations* *\$200.17*

**MIDLAND SCIENTIFIC - ALL DEPARTMENTS** **\$200.17**

## ML AUTOMOTIVE

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ML AUTOMOTIVE      Fleet Maintenance Fund      Vehicle alignment & repairs      \$377.00

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*ML AUTOMOTIVE - Total For Fleet Maintenance Fund* *\$377.00*

**ML AUTOMOTIVE - ALL DEPARTMENTS** **\$377.00**

## MO MON TAI INC

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MO MON TAI INC      Fire-EMS Prevent & Inspect      TERP Consulting (Fire Protecti      \$145.00

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*MO MON TAI INC - Total For Fire-EMS Prevent & Inspect* *\$145.00*

**MO MON TAI INC - ALL DEPARTMENTS** **\$145.00**

## MODERN ELECTRIC CORP

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MODERN ELECTRIC CORP      Capital Projects Fund      Ford Wyoming Center Fire Alarm      \$34,722.50

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*MODERN ELECTRIC CORP - Total For Capital Projects Fund* *\$34,722.50*

**MODERN ELECTRIC CORP - ALL DEPARTMENTS** **\$34,722.50**

## Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service	\$225.00
<i>Monson - Total For Buildings &amp; Structures Fund</i>			<i>\$225.00</i>
<b>Monson - ALL DEPARTMENTS</b>			<b>\$225.00</b>

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Parts for baler	\$39.60
MOTION AND FLOW CONT	Balefill - Baler Processing	Parts for baler	\$470.94
MOTION AND FLOW CONT	Balefill - Baler Processing	REBUILD KIT DOOR GUIDE CYL BALER BLDG	\$501.66
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$1,012.20</i>
<b>MOTION AND FLOW CONT - ALL DEPARTMENTS</b>			<b>\$1,012.20</b>

## MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Public Safety Communication	Network Monitoring/System Pkg/Microwave	\$9,457.67
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System/Services	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$18,915.34</i>
<b>MOTOROLA SOLUTIONS - ALL DEPARTMENTS</b>			<b>\$18,915.34</b>

## MOUNTAIN ALARM FIRE

MOUNTAIN ALARM FIRE	Aquatics - Operations	Alarm & AES Monitoring	\$186.00
<i>MOUNTAIN ALARM FIRE - Total For Aquatics - Operations</i>			<i>\$186.00</i>
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Alarm monitoring/radio service-4/01/23 to 6	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Alarm monitoring/radio service-4/01/23 to 6	\$131.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Alarm monitoring/radio service-4/01/23 to 6	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Alarm monitoring/radio service-4/01/23 to 6	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Alarm monitoring/radio service-4/01/23 to 6	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Fire-EMS Administration</i>			<i>\$863.00</i>
MOUNTAIN ALARM FIRE	Fleet Maintenance Fund	Alarm monitoring/radio service-4/01/23 to 6	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Fleet Maintenance Fund</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Ft. Caspar Museum	Battery replacement, labor & trip charge	\$150.10
<i>MOUNTAIN ALARM FIRE - Total For Ft. Caspar Museum</i>			<i>\$150.10</i>
MOUNTAIN ALARM FIRE	Ice Arena - Operations	Alarm & AES Monitoring	\$198.00
<i>MOUNTAIN ALARM FIRE - Total For Ice Arena - Operations</i>			<i>\$198.00</i>
MOUNTAIN ALARM FIRE	Public Safety Communication	Service Labor & Trip Charge	\$355.00

<i>MOUNTAIN ALARM FIRE - Total For Public Safety Communications</i>			<i>\$355.00</i>
MOUNTAIN ALARM FIRE	Rec Center - Operations	Alarm & AES Monitoring	\$108.00
<i>MOUNTAIN ALARM FIRE - Total For Rec Center - Operations</i>			<i>\$108.00</i>
<b>MOUNTAIN ALARM FIRE - ALL DEPARTMENTS</b>			<b>\$2,043.10</b>

## MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Op	Acct #12211	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$5.00</i>
MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper.	Acct #12214	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$5.00</i>
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Op	Acct #12213	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper</i>			<i>\$5.00</i>
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper	Acct #12212	\$5.00
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper</i>			<i>\$5.00</i>
MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$49.95
MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #20778	\$79.37
<i>MOUNTAIN WEST TECHNO - Total For Buildings &amp; Structures Fund</i>			<i>\$129.32</i>
MOUNTAIN WEST TECHNO	Hogadon - Operations	Guest Internet	\$59.95
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			<i>\$59.95</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$450.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$450.00</i>
<b>MOUNTAIN WEST TECHNO - ALL DEPARTMENTS</b>			<b>\$659.27</b>

## MURPHY7494ATWALMART

MURPHY7494ATWALMART	Police Career Services	AUTOMATED FUEL DISPENSERS NASRO scho	\$38.63
MURPHY7494ATWALMART	Police Career Services	AUTOMATED FUEL DISPENSERS NASRO scho	\$46.60
<i>MURPHY7494ATWALMART - Total For Police Career Services</i>			<i>\$85.23</i>
<b>MURPHY7494ATWALMART - ALL DEPARTMENTS</b>			<b>\$85.23</b>

## NACE INTERNATIONAL

NACE INTERNATIONAL	Water Distribution	NACE MEMBERSHIP- TRAVEL/TRAINING	\$100.00
<i>NACE INTERNATIONAL - Total For Water Distribution</i>			<i>\$100.00</i>



**NACE INTERNATIONAL - ALL DEPARTMENTS** \$100.00

### **NAPA AUTO PARTS CORP**

NAPA AUTO PARTS CORP Water Distribution 3A CHARGER UNIT 180- VEHICLE SUPPLIES \$31.99

*NAPA AUTO PARTS CORP - Total For Water Distribution* \$31.99

**NAPA AUTO PARTS CORP - ALL DEPARTMENTS** \$31.99

### **NATIONAL INTERCOLLEG**

NATIONAL INTERCOLLEG City Council 2023 CNFR Sponsorship \$22,000.00

*NATIONAL INTERCOLLEG - Total For City Council* \$22,000.00

**NATIONAL INTERCOLLEG - ALL DEPARTMENTS** \$22,000.00

### **NATIONAL TECHNICAL I**

NATIONAL TECHNICAL I Police Administration MEMBERSHIP ORGANIZATIONS NOT ELSEW \$50.00

*NATIONAL TECHNICAL I - Total For Police Administration* \$50.00

**NATIONAL TECHNICAL I - ALL DEPARTMENTS** \$50.00

### **NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC Police Administration Prisoner Housing - January 2023 \$171,091.08

*NATRONA COUNTY OFFIC - Total For Police Administration* \$171,091.08

NATRONA COUNTY OFFIC Social Community Services HOJ JPB - Elevator repair \$18,826.63

NATRONA COUNTY OFFIC Social Community Services Detention Center JPB - Oven repairs \$624.69

*NATRONA COUNTY OFFIC - Total For Social Community Services* \$19,451.32

**NATRONA COUNTY OFFIC - ALL DEPARTMENTS** \$190,542.40

### **NORCO, INC.**

NORCO, INC. Buildings & Structures Fund Ice maker repair supplies for Casper Soccer - \$21.74

*NORCO, INC. - Total For Buildings & Structures Fund* \$21.74

NORCO, INC. Fleet Maintenance Fund Cylinder rental \$167.40

NORCO, INC. Fleet Maintenance Fund Carbon Dioxide & Handling Charges \$59.59

*NORCO, INC. - Total For Fleet Maintenance Fund* \$226.99

NORCO, INC. Refuse - Recycling Return of brushes (\$357.46)

NORCO, INC.	Refuse - Recycling	Brush-Cyl-Polypro	\$178.73
NORCO, INC.	Refuse - Recycling	Brush-Cyl-Polypro	\$178.73
<i>NORCO, INC. - Total For Refuse - Recycling</i>			<i>\$0.00</i>
NORCO, INC.	Refuse - Residential	Latex gloves, welding helmet, hat & SAFETY	\$170.57
NORCO, INC.	Refuse - Residential	Latex gloves, welding helmet, hat & SAFETY	\$646.75
<i>NORCO, INC. - Total For Refuse - Residential</i>			<i>\$817.32</i>
NORCO, INC.	Regional Water Operations	Propane for the Forklift - Gas/Fuel	\$62.75
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$62.75</i>
NORCO, INC.	WWTP Operations	Vacuum bags	\$45.25
<i>NORCO, INC. - Total For WWTP Operations</i>			<i>\$45.25</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$1,174.05</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Capital Projects Fund	Masonry bit for drilling through block walls f	\$68.38
<i>NORTHWEST CONTRACTOR - Total For Capital Projects Fund</i>			<i>\$68.38</i>
NORTHWEST CONTRACTOR	Streets	Paint, Shovels, Pick Handle, Caution Tape, M	\$766.86
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$766.86</i>
NORTHWEST CONTRACTOR	Water Distribution	LOCATES- WATER & SEWER LINE MATERIALS	\$1,396.00
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$1,396.00</i>
<b>NORTHWEST CONTRACTOR - ALL DEPARTMENTS</b>			<b>\$2,231.24</b>

## NORTHWEST LININGS &

NORTHWEST LININGS &	Balefill - Disposal & Landfill	Cell 5 Construction (Geosynthe	\$147,301.54
<i>NORTHWEST LININGS &amp; - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$147,301.54</i>
<b>NORTHWEST LININGS &amp; - ALL DEPARTMENTS</b>			<b>\$147,301.54</b>

## NSAA

NSAA	Hogadon - Operations	ANSI guidelines 2023	\$105.00
<i>NSAA - Total For Hogadon - Operations</i>			<i>\$105.00</i>
<b>NSAA - ALL DEPARTMENTS</b>			<b>\$105.00</b>

## NVA CASPER VETERINAR

NVA CASPER VETERINAR	Police Administration	Veterinary services	\$86.86
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NVA CASPER VETERINAR - Total For Police Administration	\$86.86
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<b>NVA CASPER VETERINAR - ALL DEPARTMENTS</b>	<b>\$86.86</b>
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## ODP BUS SOL LLC

ODP BUS SOL LLC	Health Insurance Fund	2 black, 1 yellow, 1 cyan, 1 magenta toners	\$493.23
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<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>	<i>\$493.23</i>
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<b>ODP BUS SOL LLC - ALL DEPARTMENTS</b>	<b>\$493.23</b>
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## OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$70.35
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<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>	<i>\$70.35</i>
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<b>OFFICE SHOP INC - ALL DEPARTMENTS</b>	<b>\$70.35</b>
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## ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets for March 2023	\$134.25
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<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>	<i>\$134.25</i>
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ONE CALL OF WY.	Sewer Wastewater Collection	Tickets for March 2023	\$325.69
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<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>	<i>\$325.69</i>
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ONE CALL OF WY.	Traffic Control	Tickets for March 2023	\$49.50
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<i>ONE CALL OF WY. - Total For Traffic Control</i>	<i>\$49.50</i>
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ONE CALL OF WY.	Water Distribution	Tickets for March 2023	\$398.06
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<i>ONE CALL OF WY. - Total For Water Distribution</i>	<i>\$398.06</i>
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<b>ONE CALL OF WY. - ALL DEPARTMENTS</b>	<b>\$907.50</b>
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## ORKIN IDAHO

ORKIN IDAHO	Hogadon - Operations	DISINFECTING AND EXTERMINATING SERVIC	\$603.88
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<i>ORKIN IDAHO - Total For Hogadon - Operations</i>	<i>\$603.88</i>
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<b>ORKIN IDAHO - ALL DEPARTMENTS</b>	<b>\$603.88</b>
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## OVERHEAD DOOR OF CAS

OVERHEAD DOOR OF CAS	Buildings & Structures Fund	Garage door repair supplies for Water Garag	\$205.00
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<i>OVERHEAD DOOR OF CAS - Total For Buildings &amp; Structures Fund</i>	<i>\$205.00</i>
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**OVERHEAD DOOR OF CAS - ALL DEPARTMENTS** \$205.00

**PAYPAL CLEVELAND G**

PAYPAL CLEVELAND G Golf - Operations Range Balls \$3,750.00

*PAYPAL CLEVELAND G - Total For Golf - Operations* \$3,750.00

**PAYPAL CLEVELAND G - ALL DEPARTMENTS** \$3,750.00

**PAYPAL PILOTINSTIT**

PAYPAL PILOTINSTIT Police Career Services SCHOOLS AND EDUCATIONAL SERVICES NOT \$124.00

PAYPAL PILOTINSTIT Police Career Services SCHOOLS AND EDUCATIONAL SERVICES NOT \$1,612.00

*PAYPAL PILOTINSTIT - Total For Police Career Services* \$1,736.00

**PAYPAL PILOTINSTIT - ALL DEPARTMENTS** \$1,736.00

**PAYPAL REEVES COMP**

PAYPAL REEVES COMP Police Career Services STATIONARY, OFFICE AND SCHOOL SUPPLY S \$32.73

*PAYPAL REEVES COMP - Total For Police Career Services* \$32.73

**PAYPAL REEVES COMP - ALL DEPARTMENTS** \$32.73

**PEAK GEOSOLUTIONS/ S**

PEAK GEOSOLUTIONS/ S Balefill - Disposal & Landfill GemsS028749-OP/Mnt/mon srvcs g \$9,576.15

*PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill* \$9,576.15

**PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS** \$9,576.15

**PEDEN'S INC**

PEDEN'S INC Police Grants Fund Screen printed t-shirts \$451.00

*PEDEN'S INC - Total For Police Grants Fund* \$451.00

**PEDEN'S INC - ALL DEPARTMENTS** \$451.00

**PETCO 1456**

PETCO 1456 Metro Animal Control PET SHOPS-PET FOOD AND SUPPLY STORES t \$7.67

*PETCO 1456 - Total For Metro Animal Control* \$7.67

PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES f	\$129.98
PETCO 1456	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES F	\$76.98
<i>PETCO 1456 - Total For Metro Animal Shelter</i>			<i>\$206.96</i>
<b>PETCO 1456 - ALL DEPARTMENTS</b>			<b>\$214.63</b>

## PETSMART #3082

PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES F	\$39.80
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES F	\$72.67
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$112.47</i>
<b>PETSMART #3082 - ALL DEPARTMENTS</b>			<b>\$112.47</b>

## PILOT

PILOT	Fire-EMS Operations	Fuel for travel to and while at Cheyenne Fire	\$60.00
PILOT	Fire-EMS Operations	Fuel while in Cheyenne for the recruit acad	\$72.25
PILOT	Fire-EMS Operations	Fuel for travel while working the recruit acad	\$78.44
PILOT	Fire-EMS Operations	Fuel while in Cheyenne for recruit academy	\$55.25
PILOT	Fire-EMS Operations	Fuel while in Cheyenne at the Recruit Acade	\$98.12
PILOT	Fire-EMS Operations	Fuel for traveling to and for Cheyenney Recr	\$40.50
PILOT	Fire-EMS Operations	Fuel for recruit academy travel	\$123.13
PILOT	Fire-EMS Operations	Fuel for travel to and while at Cheyenney Fir	\$56.00
PILOT	Fire-EMS Operations	Fuel for recruit academy travel	\$66.92
<i>PILOT - Total For Fire-EMS Operations</i>			<i>\$650.61</i>
<b>PILOT - ALL DEPARTMENTS</b>			<b>\$650.61</b>

## PIZZA HUT 035955

PIZZA HUT 035955	Police Administration	EATING PLACES, RESTAURANTS food Active S	\$42.21
<i>PIZZA HUT 035955 - Total For Police Administration</i>			<i>\$42.21</i>
<b>PIZZA HUT 035955 - ALL DEPARTMENTS</b>			<b>\$42.21</b>

## POLICE RECORDS MGMT

POLICE RECORDS MGMT	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$159.00
<i>POLICE RECORDS MGMT - Total For Police Career Services</i>			<i>\$159.00</i>

**POLICE RECORDS MGMT - ALL DEPARTMENTS** \$159.00

## **POSITIVE PROMOTIONS**

POSITIVE PROMOTIONS Fire-EMS Training Public Education Materials \$1,899.97

*POSITIVE PROMOTIONS - Total For Fire-EMS Training* \$1,899.97

**POSITIVE PROMOTIONS - ALL DEPARTMENTS** \$1,899.97

## **POSTAL PROS, INC.**

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$3,861.03

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$4,073.91

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$3,513.93

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$3,967.39

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$3,865.72

*POSTAL PROS, INC. - Total For Customer Service* \$19,281.98

**POSTAL PROS, INC. - ALL DEPARTMENTS** \$19,281.98

## **POTTERS INDUSTRIES**

POTTERS INDUSTRIES Traffic Control 10,000lbs of reflective beads for striping \$4,380.00

*POTTERS INDUSTRIES - Total For Traffic Control* \$4,380.00

**POTTERS INDUSTRIES - ALL DEPARTMENTS** \$4,380.00

## **PP WASCOP**

PP WASCOP Police Career Services CHARITABLE AND SOCIAL SERVICE ORGANIZ \$185.00

*PP WASCOP - Total For Police Career Services* \$185.00

**PP WASCOP - ALL DEPARTMENTS** \$185.00

## **PRO FLOORING, LLC**

PRO FLOORING, LLC Buildings & Structures Fund Repair supplies for Solid Waste - Pro Flooring \$183.00

*PRO FLOORING, LLC - Total For Buildings & Structures Fund* \$183.00

**PRO FLOORING, LLC - ALL DEPARTMENTS** \$183.00

## PRO PAINT WYO, LLC

PRO PAINT WYO, LLC	Fire-EMS Operations	Patch drywall-tape/mud/texture/prime/pain	\$575.00
<i>PRO PAINT WYO, LLC - Total For Fire-EMS Operations</i>			<i>\$575.00</i>
<b>PRO PAINT WYO, LLC - ALL DEPARTMENTS</b>			<b>\$575.00</b>

## PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Cleaning service - March 2023	\$1,395.00
<i>PROFESSIONAL CLEANIN - Total For WWTP Operations</i>			<i>\$1,395.00</i>
<b>PROFESSIONAL CLEANIN - ALL DEPARTMENTS</b>			<b>\$1,395.00</b>

## PUBLIC SAFETY TESTIN

PUBLIC SAFETY TESTIN	Fire-EMS Training	Written & Physical Ability Testing: FIREFIGHT	\$3,640.00
<i>PUBLIC SAFETY TESTIN - Total For Fire-EMS Training</i>			<i>\$3,640.00</i>
<b>PUBLIC SAFETY TESTIN - ALL DEPARTMENTS</b>			<b>\$3,640.00</b>

## RANGE SERVANT AMERIC

RANGE SERVANT AMERIC	Capital Projects Fund	Range ball Dispenser	\$14,415.00
<i>RANGE SERVANT AMERIC - Total For Capital Projects Fund</i>			<i>\$14,415.00</i>
<b>RANGE SERVANT AMERIC - ALL DEPARTMENTS</b>			<b>\$14,415.00</b>

## RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO	Fire-EMS Operations	Inspection Deficiency Correction Repairs	\$795.00
<i>RAPID FIRE PROTECTIO - Total For Fire-EMS Operations</i>			<i>\$795.00</i>
<b>RAPID FIRE PROTECTIO - ALL DEPARTMENTS</b>			<b>\$795.00</b>

## REMARKABLE

REMARKABLE	Police Administration	ELECTRONIC SALES technology items	\$87.95
<i>REMARKABLE - Total For Police Administration</i>			<i>\$87.95</i>
<b>REMARKABLE - ALL DEPARTMENTS</b>			<b>\$87.95</b>

## RICOH USA INC

RICOH USA INC	Public Transit - Operations	Copier usage	\$472.43
<i>RICOH USA INC - Total For Public Transit - Operations</i>			<i>\$472.43</i>
<b>RICOH USA INC - ALL DEPARTMENTS</b>			<b>\$472.43</b>

## RMI CASPER

RMI CASPER	Streets	Gloves, Vests, Safety Glasses, Earplugs, 1 Har	\$960.88
<i>RMI CASPER - Total For Streets</i>			<i>\$960.88</i>
RMI CASPER	Traffic Control	New fall protection harness	\$450.86
<i>RMI CASPER - Total For Traffic Control</i>			<i>\$450.86</i>
<b>RMI CASPER - ALL DEPARTMENTS</b>			<b>\$1,411.74</b>

## RMLA

RMLA	Hogadon - Operations	Lift and Ski Area training Conference 2023	\$1,225.00
<i>RMLA - Total For Hogadon - Operations</i>			<i>\$1,225.00</i>
<b>RMLA - ALL DEPARTMENTS</b>			<b>\$1,225.00</b>

## ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$89.72
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$89.72</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$418.93
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$418.93</i>
ROCKY MOUNTAIN POWER	Capital Projects Fund	General Srv Contract-399 N Cntr St-Project#	\$7,219.00
<i>ROCKY MOUNTAIN POWER - Total For Capital Projects Fund</i>			<i>\$7,219.00</i>
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$7,418.91
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$7,418.91</i>
ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$116.08
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$116.08</i>
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$1,246.42
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$1,246.42</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$3,123.78
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$3,123.78</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$797.96



ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,343.48
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$3,141.44</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$4,168.91
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$4,168.91</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-100 4	\$4,341.29
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$4,341.29</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,929.77
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,371.08
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$7,300.85</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$795.14
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$795.14</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$28.43
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$28.43</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,320.78
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,320.78</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$465.25
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$465.25</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$43,194.93</b>

## Router

Router	Fire-EMS Operations	Clogged sink repair	\$175.00
<i>Router - Total For Fire-EMS Operations</i>			<i>\$175.00</i>
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$331.65</i>
<b>Router - ALL DEPARTMENTS</b>			<b>\$506.65</b>

## SAFARILAND LLC

SAFARILAND LLC	Police Administration	40MM Tactical Single Launcher	\$872.40
<i>SAFARILAND LLC - Total For Police Administration</i>			<i>\$872.40</i>
<b>SAFARILAND LLC - ALL DEPARTMENTS</b>			<b>\$872.40</b>

## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Golf - Operations	parts washer rental	\$606.21
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<i>SAFETY KLEEN SYSTEMS - Total For Golf - Operations</i>			\$606.21
<b>SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS</b>			<b>\$606.21</b>

### SAMS CLUB #6425

SAMS CLUB #6425	Fire-EMS Prevent & Inspect	Batteries	\$56.46
<i>SAMS CLUB #6425 - Total For Fire-EMS Prevent &amp; Inspect</i>			\$56.46
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - Water, Hot Dogs, Chips, Gat	\$197.88
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			\$197.88
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS cleaning items, plastic ut	\$81.36
<i>SAMS CLUB #6425 - Total For Police Administration</i>			\$81.36
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$335.70</b>

### SAMSCLUB #6425

SAMSCLUB #6425	Aquatics - Operations	Candy	\$78.92
<i>SAMSCLUB #6425 - Total For Aquatics - Operations</i>			\$78.92
SAMSCLUB #6425	Balefill - Disposal & Landfill	SUPPLIES FOR TRUCK BARN & SAFETY MEETI	\$93.96
<i>SAMSCLUB #6425 - Total For Balefill - Disposal &amp; Landfill</i>			\$93.96
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$123.74
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$284.16
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			\$407.90
SAMSCLUB #6425	Fleet Maintenance Fund	PAPER PLATES, CUTLERY, CUPS & PAPER TO	\$85.40
<i>SAMSCLUB #6425 - Total For Fleet Maintenance Fund</i>			\$85.40
SAMSCLUB #6425	Golf - Operations	Cleaning Supplies	\$360.94
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			\$360.94
SAMSCLUB #6425	Ice Arena - Operations	Dawn Dish Soap	\$23.76
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			\$23.76
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS batteries for officers	\$137.90
SAMSCLUB #6425	Police Administration	WHOLESALE CLUBS items for community ev	\$19.62
<i>SAMSCLUB #6425 - Total For Police Administration</i>			\$157.52
SAMSCLUB #6425	Refuse - Residential	SUPPLIES FOR TRUCK BARN & SAFETY MEETI	\$51.74
<i>SAMSCLUB #6425 - Total For Refuse - Residential</i>			\$51.74
<b>SAMSCLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,260.14</b>

## SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$988.08
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$988.08</i>
<b>SAMSCLUB.COM - ALL DEPARTMENTS</b>			<b>\$988.08</b>

## SCHNEIDER, CINDY

SCHNEIDER, CINDY	Water Revenue and Transfer		\$38.83
<i>SCHNEIDER, CINDY - Total For Water Revenue and Transfers</i>			<i>\$38.83</i>
<b>SCHNEIDER, CINDY - ALL DEPARTMENTS</b>			<b>\$38.83</b>

## SHEET METAL SPECIALT

SHEET METAL SPECIALT	WWTP Operations	RTU heating service/repair	\$180.00
<i>SHEET METAL SPECIALT - Total For WWTP Operations</i>			<i>\$180.00</i>
<b>SHEET METAL SPECIALT - ALL DEPARTMENTS</b>			<b>\$180.00</b>

## SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$129.85
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$54.72
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$69.42
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$48.82
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$83.22
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$55.96
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$441.99</i>
<b>SHELL OIL 5744427920 - ALL DEPARTMENTS</b>			<b>\$441.99</b>

## SHELL OIL 5744534410

SHELL OIL 5744534410	Fire-EMS Operations	Fuel for travel to and for Cheyenne Recruit A	\$20.50
<i>SHELL OIL 5744534410 - Total For Fire-EMS Operations</i>			<i>\$20.50</i>
<b>SHELL OIL 5744534410 - ALL DEPARTMENTS</b>			<b>\$20.50</b>

## SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Public Transit - Operations	Heater Replacement Project for Transit Gara	\$67.94
<i>SHERWIN-WILLIAMS COR - Total For Public Transit - Operations</i>			<i>\$67.94</i>
<b>SHERWIN-WILLIAMS COR - ALL DEPARTMENTS</b>			<b>\$67.94</b>

## SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	PHOTOGRAPHIC STUDIOS new baby plaque	\$54.99
<i>SHUTTERFLY, INC. - Total For Police Administration</i>			<i>\$54.99</i>
<b>SHUTTERFLY, INC. - ALL DEPARTMENTS</b>			<b>\$54.99</b>

## SIGMA ALDRICH US

SIGMA ALDRICH US	Police Investigations	ALL OTHER DIRECT MARKETERS Evidence ite	\$214.33
<i>SIGMA ALDRICH US - Total For Police Investigations</i>			<i>\$214.33</i>
<b>SIGMA ALDRICH US - ALL DEPARTMENTS</b>			<b>\$214.33</b>

## SIMPLOT T&H DEN

SIMPLOT T&H DEN	Weed & Pest Fund	Chemicals for Greens spraying	\$3,200.00
<i>SIMPLOT T&amp;H DEN - Total For Weed &amp; Pest Fund</i>			<i>\$3,200.00</i>
<b>SIMPLOT T&amp;H DEN - ALL DEPARTMENTS</b>			<b>\$3,200.00</b>

## SIMPLOT TURF & HORTI

SIMPLOT TURF & HORTI	Weed & Pest Fund	Herbicide, Right On Green, Defoamer, Etc	\$3,679.90
<i>SIMPLOT TURF &amp; HORTI - Total For Weed &amp; Pest Fund</i>			<i>\$3,679.90</i>
<b>SIMPLOT TURF &amp; HORTI - ALL DEPARTMENTS</b>			<b>\$3,679.90</b>

## SIRCHIE ACQUISITION

SIRCHIE ACQUISITION	Police Investigations	MISCELLANEOUS GENERAL MERCHANDISE S	\$1,941.05
<i>SIRCHIE ACQUISITION - Total For Police Investigations</i>			<i>\$1,941.05</i>
<b>SIRCHIE ACQUISITION - ALL DEPARTMENTS</b>			<b>\$1,941.05</b>

## SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$1,099.81
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SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$109.98)
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$989.83</i>
SKYLINE RANCHES	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$905.05)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$905.05)</i>
<b>SKYLINE RANCHES - ALL DEPARTMENTS</b>			<b>\$84.78</b>

## SMARSH, INC

SMARSH, INC	Information Services	Professional Archive Captures (Email/Facebo	\$2,048.30
<i>SMARSH, INC - Total For Information Services</i>			<i>\$2,048.30</i>
<b>SMARSH, INC - ALL DEPARTMENTS</b>			<b>\$2,048.30</b>

## SMARTSIGN

SMARTSIGN	Parks - Athletic Maint.	Dog Signs for Soccer Complex	\$116.66
<i>SMARTSIGN - Total For Parks - Athletic Maint.</i>			<i>\$116.66</i>
<b>SMARTSIGN - ALL DEPARTMENTS</b>			<b>\$116.66</b>

## SNAP-ONTOOLS CO

SNAP-ONTOOLS CO	Fleet Maintenance Fund	REPAIR TORQ WRENCH	\$130.00
<i>SNAP-ONTOOLS CO - Total For Fleet Maintenance Fund</i>			<i>\$130.00</i>
<b>SNAP-ONTOOLS CO - ALL DEPARTMENTS</b>			<b>\$130.00</b>

## SOURCE OFFICE

SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$350.43
SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$381.46
<i>SOURCE OFFICE - Total For Public Safety Communications</i>			<i>\$731.89</i>
<b>SOURCE OFFICE - ALL DEPARTMENTS</b>			<b>\$731.89</b>

## SP IDENTIFIRE

SP IDENTIFIRE	Fire-EMS Operations	Regulator Rockers with individual Names	\$149.90
<i>SP IDENTIFIRE - Total For Fire-EMS Operations</i>			<i>\$149.90</i>
<b>SP IDENTIFIRE - ALL DEPARTMENTS</b>			<b>\$149.90</b>

## SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Metro Animal Control	SPORTING GOODS STORES APP knife set	\$83.99
<i>SPORTSMANS WAREHOUSE - Total For Metro Animal Control</i>			<i>\$83.99</i>
<b>SPORTSMANS WAREHOUSE - ALL DEPARTMENTS</b>			<b>\$83.99</b>

## SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Rec Center - Operations	USB Cable for CRC Front Desk Printer	\$14.50
<i>SQ COMPUTER PROFESS - Total For Rec Center - Operations</i>			<i>\$14.50</i>
SQ COMPUTER PROFESS	Traffic Control	Power supplies for signal radios	\$66.00
<i>SQ COMPUTER PROFESS - Total For Traffic Control</i>			<i>\$66.00</i>
SQ COMPUTER PROFESS	WWTP Operations	Security camera	\$1,835.00
<i>SQ COMPUTER PROFESS - Total For WWTP Operations</i>			<i>\$1,835.00</i>
<b>SQ COMPUTER PROFESS - ALL DEPARTMENTS</b>			<b>\$1,915.50</b>

## SQ HISTORIC HOTEL G

SQ HISTORIC HOTEL G	Fire-EMS Training	Hotel stay for fire staff to attend a training	\$384.00
<i>SQ HISTORIC HOTEL G - Total For Fire-EMS Training</i>			<i>\$384.00</i>
<b>SQ HISTORIC HOTEL G - ALL DEPARTMENTS</b>			<b>\$384.00</b>

## SQ JJE TRAILER SALE

SQ JJE TRAILER SALE	Weed & Pest Fund	Toolbox and spare tire holder	\$876.57
<i>SQ JJE TRAILER SALE - Total For Weed &amp; Pest Fund</i>			<i>\$876.57</i>
<b>SQ JJE TRAILER SALE - ALL DEPARTMENTS</b>			<b>\$876.57</b>

## SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R	Fire-EMS Training	ACLS Card for Crotty	\$15.00
<i>SQ MY EDUCATIONAL R - Total For Fire-EMS Training</i>			<i>\$15.00</i>
<b>SQ MY EDUCATIONAL R - ALL DEPARTMENTS</b>			<b>\$15.00</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Community Development	MEN'S AND WOMEN'S CLOTHING STORES	\$18.00
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SQ PEDEN'S INC.	Community Development	MEN'S AND WOMEN'S CLOTHING STORES	\$63.00
<i>SQ PEDEN'S INC. - Total For Community Development</i>			<i>\$81.00</i>
SQ PEDEN'S INC.	Parks - Athletic Maint.	Credit from Tournament clothing purchase	(\$854.00)
SQ PEDEN'S INC.	Parks - Athletic Maint.	Tournament Plaques (Will see a credit for bill	\$1,120.00
SQ PEDEN'S INC.	Parks - Athletic Maint.	Credit from Plaques Charge	(\$1,120.00)
SQ PEDEN'S INC.	Parks - Athletic Maint.	Tournament Shirts (Will see a credit due to b	\$854.00
<i>SQ PEDEN'S INC. - Total For Parks - Athletic Maint.</i>			<i>\$0.00</i>
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES U	\$110.00
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES un	\$140.00
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES un	\$122.00
<i>SQ PEDEN'S INC. - Total For Police Career Services</i>			<i>\$372.00</i>
SQ PEDEN'S INC.	Rec Center - Sports Programs	Staff Cold Weather Gear	\$120.00
<i>SQ PEDEN'S INC. - Total For Rec Center - Sports Programs</i>			<i>\$120.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$573.00</b>

## SQ PRECISION EXPLOS

SQ PRECISION EXPLOS	Police Administration	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$237.00
<i>SQ PRECISION EXPLOS - Total For Police Administration</i>			<i>\$237.00</i>
<b>SQ PRECISION EXPLOS - ALL DEPARTMENTS</b>			<b>\$237.00</b>

## SQ SCOTT ENVIRONMEN

SQ SCOTT ENVIRONMEN	Fire-EMS Training	Station 1 Air Sampling_Mold Investigation	\$1,596.98
<i>SQ SCOTT ENVIRONMEN - Total For Fire-EMS Training</i>			<i>\$1,596.98</i>
<b>SQ SCOTT ENVIRONMEN - ALL DEPARTMENTS</b>			<b>\$1,596.98</b>

## SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Public Transit - Operations	Electrical Work for Heater Replacement at Tr	\$774.39
<i>SQ SUMMIT ELECTRIC - Total For Public Transit - Operations</i>			<i>\$774.39</i>
<b>SQ SUMMIT ELECTRIC - ALL DEPARTMENTS</b>			<b>\$774.39</b>

## SQUARESPACE INC.

SQUARESPACE INC.	City Council	Onecentprocess.com Squarespace hosting a	\$33.00
<i>SQUARESPACE INC. - Total For City Council</i>			<i>\$33.00</i>

**SQUARESPACE INC. - ALL DEPARTMENTS** \$33.00

**STAPLES**

STAPLES Ice Arena - Operations HP Ink for Printer - Chads Green \$79.99

*STAPLES - Total For Ice Arena - Operations* \$79.99

STAPLES Parks - Athletic Maint. Printing Labels \$45.14

*STAPLES - Total For Parks - Athletic Maint.* \$45.14

STAPLES Police Grants Fund STATIONARY, OFFICE AND SCHOOL SUPPLY S \$72.00

*STAPLES - Total For Police Grants Fund* \$72.00

**STAPLES - ALL DEPARTMENTS** \$197.13

**STATE OF WY.**

STATE OF WY. Balefill - Disposal & Landfill Title V AIR PERMIT FEES \$762.41

*STATE OF WY. - Total For Balefill - Disposal & Landfill* \$762.41

STATE OF WY. Health Insurance Fund Retiree Subsidy - April 2023 \$3,756.67

*STATE OF WY. - Total For Health Insurance Fund* \$3,756.67

STATE OF WY. Metro Animal Shelter Animal Euthanasia Technician Certification \$700.00

STATE OF WY. Metro Animal Shelter Wyo Controlled Substance Registration/Appl \$720.00

*STATE OF WY. - Total For Metro Animal Shelter* \$1,420.00

STATE OF WY. WWTP Operations Loan #CW128GR \$3,434.22

*STATE OF WY. - Total For WWTP Operations* \$3,434.22

**STATE OF WY. - ALL DEPARTMENTS** \$9,373.30

**STERLING**

STERLING Human Resources Centralized employee background \$1,707.38

*STERLING - Total For Human Resources* \$1,707.38

**STERLING - ALL DEPARTMENTS** \$1,707.38

**STINKER #216**

STINKER #216 Fire-EMS Operations Fule while in Cheyenne for recruit Adademy \$56.14

*STINKER #216 - Total For Fire-EMS Operations* \$56.14

**STINKER #216 - ALL DEPARTMENTS** \$56.14



## STK Shutterstock

STK Shutterstock	City Manager	Stock Image Subscription	\$30.45
<i>STK Shutterstock - Total For City Manager</i>			<i>\$30.45</i>
<b>STK Shutterstock - ALL DEPARTMENTS</b>			<b>\$30.45</b>

## Subway 11632

Subway 11632	Police Investigations	FAST FOOD RESTAURANTS food for Ev. Tech	\$80.90
<i>Subway 11632 - Total For Police Investigations</i>			<i>\$80.90</i>
<b>Subway 11632 - ALL DEPARTMENTS</b>			<b>\$80.90</b>

## SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC.	Refuse - Residential	Tire washer electrical repair for truck barn	\$360.00
SUMMIT ELECTRIC LLC.	Refuse - Residential	Oil pump motor electrical hook up truck bar	\$80.00
<i>SUMMIT ELECTRIC LLC. - Total For Refuse - Residential</i>			<i>\$440.00</i>
<b>SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS</b>			<b>\$440.00</b>

## SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Ice Arena - Operations	Sprinkler guard installation	\$550.00
<i>SUMMIT FIRE &amp; SECURI - Total For Ice Arena - Operations</i>			<i>\$550.00</i>
SUMMIT FIRE & SECURI	Parks - Athletic Maint.	Fire extinguisher maintenance	\$147.94
<i>SUMMIT FIRE &amp; SECURI - Total For Parks - Athletic Maint.</i>			<i>\$147.94</i>
<b>SUMMIT FIRE &amp; SECURI - ALL DEPARTMENTS</b>			<b>\$697.94</b>

## SUTHERLANDS 2219

SUTHERLANDS 2219	Metro Animal Shelter	LUMBER AND BUILDING MATERIALS STORES	\$699.00
SUTHERLANDS 2219	Metro Animal Shelter	LUMBER AND BUILDING MATERIALS STORES	\$45.94
<i>SUTHERLANDS 2219 - Total For Metro Animal Shelter</i>			<i>\$744.94</i>
SUTHERLANDS 2219	Water Distribution	SWITCH FOR OFFICE- BUILDING SUPPLIES	\$4.06
<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			<i>\$4.06</i>
<b>SUTHERLANDS 2219 - ALL DEPARTMENTS</b>			<b>\$749.00</b>

## SYSCO CORP

SYSCO CORP	Ice Arena - Concessions	CONCESSIONS - Chicken Pizza	\$413.81
<i>SYSCO CORP - Total For Ice Arena - Concessions</i>			<i>\$413.81</i>
<b>SYSCO CORP - ALL DEPARTMENTS</b>			<b>\$413.81</b>

## TARGET

TARGET	Police Administration	DISCOUNT STORES Office supplies	\$23.88
<i>TARGET - Total For Police Administration</i>			<i>\$23.88</i>
<b>TARGET - ALL DEPARTMENTS</b>			<b>\$23.88</b>

## TARGET SPECIALTY PRO

TARGET SPECIALTY PRO	Parks - Athletic Maint.	Easy Mound Pros Choice (Oil Dri)	\$1,903.20
TARGET SPECIALTY PRO	Parks - Athletic Maint.	Select PremiumPros Choice Infield Condition	\$1,812.00
<i>TARGET SPECIALTY PRO - Total For Parks - Athletic Maint.</i>			<i>\$3,715.20</i>
TARGET SPECIALTY PRO	Weed & Pest Fund	Custom Fertilizer	\$2,120.00
TARGET SPECIALTY PRO	Weed & Pest Fund	Burrow Rx Smoke Oil	\$179.89
TARGET SPECIALTY PRO	Weed & Pest Fund	Burrow Rx Burrowing Control Device & Freig	\$2,703.63
<i>TARGET SPECIALTY PRO - Total For Weed &amp; Pest Fund</i>			<i>\$5,003.52</i>
<b>TARGET SPECIALTY PRO - ALL DEPARTMENTS</b>			<b>\$8,718.72</b>

## THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Ice Arena - Home Depot	\$11.56
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for the Rec Center - Home D	\$32.32
THE HOME DEPOT	Buildings & Structures Fund	Plumbing repair supplies for Stuckenhoff - H	\$85.06
THE HOME DEPOT	Buildings & Structures Fund	Rec Center repair supplies - Home Depot	\$2.32
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Ice Arena - Home Depot	\$32.63
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$163.89</i>
THE HOME DEPOT	Capital Projects Fund	Ground rod driving tool for irrigation controll	\$63.95
<i>THE HOME DEPOT - Total For Capital Projects Fund</i>			<i>\$63.95</i>
THE HOME DEPOT	Fire-EMS Training	Forcible entry training for recruits	\$106.73
THE HOME DEPOT	Fire-EMS Training	Lumber for forcible entry training at recruit a	\$68.32
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			<i>\$175.05</i>
THE HOME DEPOT	Parks - Athletic Maint.	Silicone for Bases	\$58.72

THE HOME DEPOT	Parks - Athletic Maint.	Silicone for Bases	\$55.92
THE HOME DEPOT	Parks - Athletic Maint.	Credit from Charging tax	(\$58.72)
<i>THE HOME DEPOT - Total For Parks - Athletic Maint.</i>			\$55.92
THE HOME DEPOT	Parks - Parks Maint.	Purchase of wrong bulbs to be returned later	\$25.96
THE HOME DEPOT	Parks - Parks Maint.	Bulbs for time clock area	\$25.96
THE HOME DEPOT	Parks - Parks Maint.	Return of wrong light bulbs purchased earlie	(\$25.96)
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			\$25.96
THE HOME DEPOT	Public Transit - Operations	Heater Replacement Project Supplies for Tra	\$16.28
<i>THE HOME DEPOT - Total For Public Transit - Operations</i>			\$16.28
THE HOME DEPOT	Weed & Pest Fund	totes storage	\$61.94
<i>THE HOME DEPOT - Total For Weed &amp; Pest Fund</i>			\$61.94
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$562.99</b>

## THE RADAR SHOP INC

THE RADAR SHOP INC	Police Administration	One Site Lidar & Radar Re-certifications	\$7,368.00
THE RADAR SHOP INC	Police Administration	Replaced stalker antenna lens & re-certified	\$279.00
THE RADAR SHOP INC	Police Administration	Replaced LED lights,stalker dual/re-certified	\$616.70
<i>THE RADAR SHOP INC - Total For Police Administration</i>			\$8,263.70
<b>THE RADAR SHOP INC - ALL DEPARTMENTS</b>			<b>\$8,263.70</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Public Transit - Operations	Copy charge - March 2023	\$109.01
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			\$109.01
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - March 2023	\$104.87
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			\$104.87
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - March 2023	\$114.60
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$114.60
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$328.48</b>

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Diesel Exhaust Fluid	\$101.94
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			\$101.94

**TRACTOR SUPPLY CO - ALL DEPARTMENTS**

\$101.94

**TST WYOMING RIB**

TST WYOMING RIB	City Manager	Lunch meeting	\$95.81
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<i>TST WYOMING RIB - Total For City Manager</i>			\$95.81
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**TST WYOMING RIB - ALL DEPARTMENTS**

\$95.81

**UBER TRIP**

UBER TRIP	Metro Animal Control	TAXICABS/LIMOUSINES Training	\$65.53
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<i>UBER TRIP - Total For Metro Animal Control</i>			\$65.53
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UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Training CA UBER tip	\$7.63
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UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Training CA	\$51.33
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UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES Training CA tip	\$10.26
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UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES training CA	\$50.90
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<i>UBER TRIP - Total For Police Career Services</i>			\$120.12
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**UBER TRIP - ALL DEPARTMENTS**

\$185.65

**ULINE**

ULINE	Water Meters	Inventory Shelving	\$702.59
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ULINE	Water Meters	Inventory Shelving	\$9,249.75
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<i>ULINE - Total For Water Meters</i>			\$9,952.34
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**ULINE - ALL DEPARTMENTS**

\$9,952.34

**UNIFORMS 2 GEAR**

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$236.28
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<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			\$236.28
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**UNIFORMS 2 GEAR - ALL DEPARTMENTS**

\$236.28

**UNITED 0162470746**

UNITED 0162470746	Police Career Services	UNITED AIRLINES K. Patrick training	\$801.80
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UNITED 0162470746	Police Career Services	UNITED AIRLINES training Lincowski	\$801.80
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<i>UNITED 0162470746 - Total For Police Career Services</i>			\$1,603.60
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**UNITED 0162470746 - ALL DEPARTMENTS**

\$1,603.60

**UNITED 0162473448**

UNITED 0162473448 Information Services UNITED AIRLINES \$490.67

UNITED 0162473448 - Total For Information Services \$490.67

**UNITED 0162473448 - ALL DEPARTMENTS**

\$490.67

**UNITED 0169835494**

UNITED 0169835494 Public Safety Communication UNITED AIRLINES conference checked bag \$35.00

UNITED 0169835494 - Total For Public Safety Communications \$35.00

**UNITED 0169835494 - ALL DEPARTMENTS**

\$35.00

**UNITED 0169835574**

UNITED 0169835574 Police Career Services UNITED AIRLINES 2nd checked bag \$45.00

UNITED 0169835574 - Total For Police Career Services \$45.00

**UNITED 0169835574 - ALL DEPARTMENTS**

\$45.00

**UNITED 0169836289**

UNITED 0169836289 Police Administration UNITED AIRLINES baggage K9 selection \$35.00

UNITED 0169836289 - Total For Police Administration \$35.00

**UNITED 0169836289 - ALL DEPARTMENTS**

\$35.00

**UNITED 0169836327**

UNITED 0169836327 Police Administration UNITED AIRLINES baggage for flight to pick o \$35.00

UNITED 0169836327 - Total For Police Administration \$35.00

**UNITED 0169836327 - ALL DEPARTMENTS**

\$35.00

**UNITED 0169836402**

UNITED 0169836402 Police Career Services UNITED AIRLINES baggage claim R. Brown \$45.00

UNITED 0169836402 - Total For Police Career Services \$45.00

**UNITED 0169836402 - ALL DEPARTMENTS** \$45.00

**UNITED 0169837139**

UNITED 0169837139 Police Administration UNITED AIRLINES baggage for flight to select \$35.00

UNITED 0169837139 Police Administration UNITED AIRLINES baggage K9 selection \$35.00

*UNITED 0169837139 - Total For Police Administration* \$70.00

**UNITED 0169837139 - ALL DEPARTMENTS** \$70.00

**UNITED 0169843456**

UNITED 0169843456 Metro Animal Control UNITED AIRLINES baggage \$35.00

*UNITED 0169843456 - Total For Metro Animal Control* \$35.00

**UNITED 0169843456 - ALL DEPARTMENTS** \$35.00

**USA GASOLINE**

USA GASOLINE Fire-EMS Operations Fuel \$41.11

*USA GASOLINE - Total For Fire-EMS Operations* \$41.11

**USA GASOLINE - ALL DEPARTMENTS** \$41.11

**USPS PO 5715580945**

USPS PO 5715580945 Fire-EMS Administration Certified Mail to DCI \$5.89

*USPS PO 5715580945 - Total For Fire-EMS Administration* \$5.89

**USPS PO 5715580945 - ALL DEPARTMENTS** \$5.89

**USPS PO 5762700491**

USPS PO 5762700491 Fire-EMS Administration Mailing of certified letters \$16.26

*USPS PO 5762700491 - Total For Fire-EMS Administration* \$16.26

**USPS PO 5762700491 - ALL DEPARTMENTS** \$16.26

**UW CASHIER OFFICE**

UW CASHIER OFFICE Streets T<sup>2</sup> Course Work Zone Safety and Flagger Cert \$95.00

*UW CASHIER OFFICE - Total For Streets* \$95.00

**UW CASHIER OFFICE - ALL DEPARTMENTS** \$95.00

**VCN NATRONAREALESTAT**

VCN NATRONAREALESTAT Community Development GOVERNMENT SERVICES NOT ELSEWHERE C \$208.88

*VCN NATRONAREALESTAT - Total For Community Development* \$208.88

**VCN NATRONAREALESTAT - ALL DEPARTMENTS** \$208.88

**VCN WYDOTIFTAIRP**

VCN WYDOTIFTAIRP Fleet Maintenance Fund 4 LICENSE PLATES / NEW \$42.25

*VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund* \$42.25

**VCN WYDOTIFTAIRP - ALL DEPARTMENTS** \$42.25

**VCN WYDSHELPDESK**

VCN WYDSHELPDESK Balefill - Disposal & Landfill CDL TESTING FOR SPECIAL WASTE EQUIPT O \$87.50

*VCN WYDSHELPDESK - Total For Balefill - Disposal & Landfill* \$87.50

**VCN WYDSHELPDESK - ALL DEPARTMENTS** \$87.50

**VERIZON WIRELESS**

VERIZON WIRELESS Balefill - Disposal & Landfill 642199740-00001 \$290.16

*VERIZON WIRELESS - Total For Balefill - Disposal & Landfill* \$290.16

VERIZON WIRELESS Cemetery Acct #442204089-00001 \$160.04

*VERIZON WIRELESS - Total For Cemetery* \$160.04

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

VERIZON WIRELESS Fire-EMS Administration Acct #571507176-00002 \$80.02

*VERIZON WIRELESS - Total For Fire-EMS Administration* \$1,680.42

**VERIZON WIRELESS - ALL DEPARTMENTS** \$2,130.62

**VOIANCE LLC**

VOIANCE LLC Public Safety Communication BUSINESS SERVICES NOT ELSEWHERE CLASSI \$226.05

*VOIANCE LLC - Total For Public Safety Communications* \$226.05

**VOIANCE LLC - ALL DEPARTMENTS** \$226.05

## VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File destruction service	\$92.61
<i>VRC COMPANIES LLC - Total For Human Resources</i>			<i>\$92.61</i>
<b>VRC COMPANIES LLC - ALL DEPARTMENTS</b>			<b>\$92.61</b>

## VZWRLSS IVR VB

VZWRLSS IVR VB	Public Safety Communication	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$158.36
<i>VZWRLSS IVR VB - Total For Public Safety Communications</i>			<i>\$158.36</i>
<b>VZWRLSS IVR VB - ALL DEPARTMENTS</b>			<b>\$158.36</b>

## WAL-MART #1617

WAL-MART #1617	Aquatics - Operations	Duck Tape	\$3.94
WAL-MART #1617	Aquatics - Operations	Stickers,Cardstock,Water Toys,Pop Socket,St	\$63.59
<i>WAL-MART #1617 - Total For Aquatics - Operations</i>			<i>\$67.53</i>
WAL-MART #1617	Balefill - Disposal & Landfill	RODENT & FLY CONTROL/ ZONAR EXCELLEN	\$84.16
<i>WAL-MART #1617 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$84.16</i>
WAL-MART #1617	Fire-EMS Operations	Station Supplies	\$19.94
<i>WAL-MART #1617 - Total For Fire-EMS Operations</i>			<i>\$19.94</i>
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS food fost	\$62.53
<i>WAL-MART #1617 - Total For Metro Animal Shelter</i>			<i>\$62.53</i>
WAL-MART #1617	Refuse - Residential	SUPPLIES FOR TRASH TRUCKS	\$11.52
<i>WAL-MART #1617 - Total For Refuse - Residential</i>			<i>\$11.52</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$245.68</b>

## WAL-MART #3778

WAL-MART #3778	Balefill - Disposal & Landfill	CLEANING SUPPLIES FOR SCALEHOUSE/ OFFI	\$195.84
WAL-MART #3778	Balefill - Disposal & Landfill	Scale House Supplies	\$11.98
WAL-MART #3778	Balefill - Disposal & Landfill	SAFETY MEETING OFFICE SUPPLIES	\$3.54
<i>WAL-MART #3778 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$211.36</i>
WAL-MART #3778	Balefill - Diversion & Special	CLEANING SUPPLIES FOR SCALEHOUSE/ OFFI	\$18.46
<i>WAL-MART #3778 - Total For Balefill - Diversion &amp; Special</i>			<i>\$18.46</i>
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$229.82</b>



## WAL-MART #4653

WAL-MART #4653	Fire-EMS Operations	Fuel while traveling to and for Cheyenney Re	\$54.32
<i>WAL-MART #4653 - Total For Fire-EMS Operations</i>			<i>\$54.32</i>
WAL-MART #4653	Fire-EMS Training	Food for the recruits attending the current r	\$118.34
WAL-MART #4653	Fire-EMS Training	Food for recruits attedning Cheyenney Recru	\$565.54
<i>WAL-MART #4653 - Total For Fire-EMS Training</i>			<i>\$683.88</i>
WAL-MART #4653	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$38.54
<i>WAL-MART #4653 - Total For Police Career Services</i>			<i>\$38.54</i>
<b>WAL-MART #4653 - ALL DEPARTMENTS</b>			<b>\$776.74</b>

## WALMART.COM

WALMART.COM	Community Development	DISCOUNT STORES	\$118.06
<i>WALMART.COM - Total For Community Development</i>			<i>\$118.06</i>
<b>WALMART.COM - ALL DEPARTMENTS</b>			<b>\$118.06</b>

## WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Casper Skatepark Remediation	\$9,825.00
<i>WAYNE COLEMAN CONSTR - Total For Capital Projects Fund</i>			<i>\$9,825.00</i>
<b>WAYNE COLEMAN CONSTR - ALL DEPARTMENTS</b>			<b>\$9,825.00</b>

## WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	WWTP Operations	Design - WWC/Maintenance Bldg	\$1,500.00
<i>WEST PLAINS ENGINEER - Total For WWTP Operations</i>			<i>\$1,500.00</i>
<b>WEST PLAINS ENGINEER - ALL DEPARTMENTS</b>			<b>\$1,500.00</b>

## WESTERN STATES LEARN

WESTERN STATES LEARN	City Council	Council Goals Strategic Planning	\$2,650.00
<i>WESTERN STATES LEARN - Total For City Council</i>			<i>\$2,650.00</i>
<b>WESTERN STATES LEARN - ALL DEPARTMENTS</b>			<b>\$2,650.00</b>

## WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Engineering - Midwest Ave from	\$24,135.35
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$24,135.35</i>
<b>WESTERN WATER CONSUL - ALL DEPARTMENTS</b>			<b>\$24,135.35</b>

## WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$392.40)
WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$3,924.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,531.60</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$1,728.71)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,728.71)</i>
<b>WESTLAND PARK-RED BU - ALL DEPARTMENTS</b>			<b>\$1,802.89</b>

## WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$912.50
<i>WH LLC - Total For Capital Projects Fund</i>			<i>\$912.50</i>
<b>WH LLC - ALL DEPARTMENTS</b>			<b>\$912.50</b>

## WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Operations	Flag for the station	\$34.64
WM SUPERCENTER	Fire-EMS Operations	Windshield wipers for CFD Expedition	\$36.88
WM SUPERCENTER	Fire-EMS Operations	Station Supplies	\$59.97
<i>WM SUPERCENTER - Total For Fire-EMS Operations</i>			<i>\$131.49</i>
WM SUPERCENTER	Fire-EMS Training	Food for new recruits attending the recruit a	\$363.09
<i>WM SUPERCENTER - Total For Fire-EMS Training</i>			<i>\$363.09</i>
WM SUPERCENTER	Police Administration	GROCERY STORES, SUPERMARKETS cleaning	\$20.74
<i>WM SUPERCENTER - Total For Police Administration</i>			<i>\$20.74</i>
<b>WM SUPERCENTER - ALL DEPARTMENTS</b>			<b>\$515.32</b>

## WORDPRESS NXUP2E4X36

WORDPRESS NXUP2E4X36	Metro Animal Shelter	COMPUTER AND DATA PROCESSING SERVICE	\$19.00
<i>WORDPRESS NXUP2E4X36 - Total For Metro Animal Shelter</i>			<i>\$19.00</i>
<b>WORDPRESS NXUP2E4X36 - ALL DEPARTMENTS</b>			<b>\$19.00</b>

## WPY DEANNA WHITE

WPY DEANNA WHITE	Police Administration	TRANSPORTATION SERVICES NOT ELSEWHER	\$500.00
<i>WPY DEANNA WHITE - Total For Police Administration</i>			<i>\$500.00</i>
<b>WPY DEANNA WHITE - ALL DEPARTMENTS</b>			<b>\$500.00</b>

## WPY WY LECC

WPY WY LECC	Police Career Services	SPORTING AND RECREATIONAL CAMPS Conf	\$150.00
<i>WPY WY LECC - Total For Police Career Services</i>			<i>\$150.00</i>
<b>WPY WY LECC - ALL DEPARTMENTS</b>			<b>\$150.00</b>

## WSP USA INC

WSP USA INC	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$14,618.40
<i>WSP USA INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$14,618.40</i>
<b>WSP USA INC - ALL DEPARTMENTS</b>			<b>\$14,618.40</b>

## WY CHILD SUPPORT CON

WY CHILD SUPPORT CON	Police Grants Fund	COURT COSTS INCLUDING ALIMONY AND CH	\$1.50
<i>WY CHILD SUPPORT CON - Total For Police Grants Fund</i>			<i>\$1.50</i>
<b>WY CHILD SUPPORT CON - ALL DEPARTMENTS</b>			<b>\$1.50</b>

## WY LAW CHAPLAIN ASOC

WY LAW CHAPLAIN ASOC	Police Administration	Annual Dues	\$50.00
<i>WY LAW CHAPLAIN ASOC - Total For Police Administration</i>			<i>\$50.00</i>
WY LAW CHAPLAIN ASOC	Police Career Services	Training Registration	\$350.00
<i>WY LAW CHAPLAIN ASOC - Total For Police Career Services</i>			<i>\$350.00</i>
<b>WY LAW CHAPLAIN ASOC - ALL DEPARTMENTS</b>			<b>\$400.00</b>

## WY. FIRE CHIEFS' ASS

WY. FIRE CHIEFS' ASS	Fire-EMS Administration	2023 Membership Application	\$160.00
<i>WY. FIRE CHIEFS' ASS - Total For Fire-EMS Administration</i>			<i>\$160.00</i>

**WY. FIRE CHIEFS' ASS - ALL DEPARTMENTS** \$160.00

**WY. MACHINERY CO.**

WY. MACHINERY CO. Balefill - Disposal & Landfill service on landfill excavator #141485 \$1,548.94

WY. MACHINERY CO. Balefill - Disposal & Landfill Equipment repair 250 service compactor \$393.49

*WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill* \$1,942.43

WY. MACHINERY CO. Fleet Maintenance Fund 141502 Troubleshoot brake accumulator \$1,834.08

WY. MACHINERY CO. Fleet Maintenance Fund 141459 Equipment repair \$3,069.32

WY. MACHINERY CO. Fleet Maintenance Fund 141502 Troubleshoot auto lubrication syste \$585.01

WY. MACHINERY CO. Fleet Maintenance Fund 141402 Troubleshooting electric system \$931.68

WY. MACHINERY CO. Fleet Maintenance Fund 141519 Equipment repair \$756.07

*WY. MACHINERY CO. - Total For Fleet Maintenance Fund* \$7,176.16

**WY. MACHINERY CO. - ALL DEPARTMENTS** \$9,118.59

**WYOMING CAMERA OUTFI**

WYOMING CAMERA OUTFI Police Investigations CAMERA AND PHOTOGRAPHIC SUPPLY STOR \$1,999.98

*WYOMING CAMERA OUTFI - Total For Police Investigations* \$1,999.98

**WYOMING CAMERA OUTFI - ALL DEPARTMENTS** \$1,999.98

**WYOMING FIRST AID &**

WYOMING FIRST AID & Police Administration First aid supplies \$121.48

*WYOMING FIRST AID & - Total For Police Administration* \$121.48

**WYOMING FIRST AID & - ALL DEPARTMENTS** \$121.48

**WYOMING STEEL & RECY**

WYOMING STEEL & RECY Balefill - Disposal & Landfill FIX INCOMING SCALE HATCH \$382.60

*WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill* \$382.60

**WYOMING STEEL & RECY - ALL DEPARTMENTS** \$382.60

**ZOLL MEDICAL CORPORA**

ZOLL MEDICAL CORPORA Fire-EMS Operations Pulse Oximeters, BP Cuffs \$762.00

*ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations* \$762.00

ZOLL MEDICAL CORPORA - ALL DEPARTMENTS

\$762.00

**CITYWIDE BILLS AND CLAIMS TOTAL**

\$2,203,606.91

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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 \_\_\_\_\_

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DULY AUDITED BY (City Manager) \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY (Mayor) \_\_\_\_\_ DATE \_\_\_\_\_

CITY of CASPER, WYOMING  
 BILLS and CLAIMS ADDENDUM  
 Council Meeting  
 04/18/23

**Additional Accounts Payable**

**03/30/23**

**Prewrits - Travel Reimbursements & Payroll Vendor/s**

Sarah Price - Travel Reimbursement	241.50
Michael Chand - Travel Reimbursement	221.25
First Interstate Bank - Petty Cash (Police Dept)	440.00
	902.75


**03/31/23**



**Prewrits - AP Vendor**

State of Wyo Office of State Lands & Investments - Loan Payment	3,434.22
	3,434.22

		<b>Total Additional AP</b>	<b>\$ <u>4,336.97</u></b>
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April 7, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish Public Hearing for Transfer of Ownership for Retail Liquor License No. 37 from Charger Holdings, LLC d/b/a Charger Holdings, LLC, Located at 355 West Yellowstone to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, Located at 355 West Yellowstone Hwy.

Meeting Type & Date

Regular Council Meeting  
April 18, 2023

Action type

Establish Public Hearing  
Minute Action

Recommendation

That Council, by minute action, establish May 2, 2023 as the Public Hearing date for a transfer of ownership for liquor license no. 37 from Charger Holdings, LLC d/b/a Charger Holdings, LLC, located at 355 West Yellowstone to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 355 West Yellowstone Hwy.

Summary

An application has been received requesting a transfer of ownership for liquor license no. 37 from Charger Holdings, LLC d/b/a Charger Holdings, LLC, located at 355 West Yellowstone to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 355 West Yellowstone Hwy.

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

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

If approved, this license will be active by May 26<sup>th</sup>, 2023. This applicant has a microbrewery license located at 2027 East Yellowstone Hwy Unit B. The brewery closed on April 4<sup>th</sup>, 2023, and

will be moved to 355 West Yellowstone at a later time. State Statute 12-5-201 (m) allows for multiple license or permit holders to operate in the same licensed building, as long as each licensee maintains distinct areas within the building.

The State of Wyoming Liquor Division will duly review the application. The City of Casper Fire-EMS Department, City of Casper Community Development Department, and Natrona County Health Department will review this business and address to ensure compliance with local codes and ordinances.

As required by Municipal Code 05.08.080, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website ([www.casperwy.gov](http://www.casperwy.gov)).

Financial Considerations

The transfer fee for this license is \$100.

Oversight/Project Responsibility



Carla Mills-Laatsch, Licensing Specialist

Attachments

None



April 5, 2023

MEMO TO: J. Carter Napier, City Manager   
FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., City Engineer  
Steven Stolte E.I.T., Associate Engineer I  
SUBJECT: Ordinance Creating Local Assessment District 159 – Westridge  
Improvements

Meeting Type & Date:

April 18, 2023  
Council Meeting

Action Type:

Ordinance

Recommendation:

That Council, by ordinance, conduct a Public Hearing and 1<sup>st</sup> Reading to create Local Assessment District 159 – Westridge Improvements.

Summary:

The Westridge Addition consists of mainly residential lots that were platted and developed in the late 1940's and early 1950's. The infrastructure in the area has exceeded its useful life span and street surfacing is highly deteriorated. In addition to the surfacing, water lines are experiencing frequent failures and are in need of replacement and upsizing. The City of Casper has completed several projects over the past 20 plus years to replace the aging infrastructure in older neighborhoods.

Similar projects include Ft. Casper Phase I, Ft. Casper Phase II and University Park. These projects consisted of asphalt pavement, concrete curbwalk, water main, sanitary sewer, and storm sewer improvements and were funded by the City of Casper as well as by the property owners in the construction area. The City of Casper funded the asphalt pavement, water main, sanitary sewer main, and storm sewer improvements. The City of Casper assisted property owners in forming a Local Assessment District (LAD), where property owners were assessed for the costs associated with the concrete curbwalk improvements and new sanitary sewer service lines.

The City of Casper has hired WLC Engineering and Surveying (WLC) to develop plans for the proposed improvements in the Westridge Area, prepare a detailed cost estimate, and assist in forming an LAD. The Westridge Improvements are planned to be completed in Phases with the first Phase being completed by the fall of 2023.

On January 26, 2023, a public meeting was held with property owners in the project area to discuss the proposed improvements, anticipated costs, and proposed assessments. The overall consensus at the meeting was that property owners were in favor of the improvements and the cost savings of the LAD.

WLC has estimated the cost for Phase I improvements at \$2,172,811. This cost includes WLC's costs for Phase I and Phase II engineering and design plus WLC's costs for Phase I construction administration, all in the amount of \$370,098. The City would pay all asphalt pavement, water main, sanitary sewer main, and storm sewer improvements. Property owners would be liable for the concrete curbwalk and sanitary sewer service lines. Engineering Staff is proposing that the LAD be established so that the assessments are spread out over ten (10) equal annual installments at the interest rate of three percent (3%), where assessed property have the option to make payments more frequently than the annual installment. If Council agrees to this proposal, WLC estimates the combined total out-of-pocket expenses for property owners to be approximately \$662,179 as assessed per lineal foot of individual lot frontage to the street and per lineal foot of individual sanitary sewer service replaced. On March 7, 2023, Council authorized creation of LAD No. 159.

Assessed property owners have been notified of the three (3) public hearings scheduled to begin at this April 18, 2023 Regular Casper City Council Meeting, and the March 7, 2023 resolution has published in the local newspaper. After the third public hearing and if written objections are in the amount of less than half of assessed property owners, the LAD will be created and an ordinance established.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements and to levy and collect a special assessment on the property specially benefitted to pay all or part of the cost of the improvement. Casper Municipal Code refers to the local improvement process as "Local Assessment Districts (LADs)."

#### General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. For all improvements, it shall designate the kinds and or type of material to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefitted by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefitted by the improvements and the amount each is benefitted.

#### Process

**Resolution of Intention to Create an LAD** – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

**Notice by Publication and Mailing** - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

**Objections and Authority to Act – W.S. §§ 15-6-203 & 204.**

- Owners have fifteen (15) days from the publication to file with the city clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

**Public Hearing & Ordinance Ordering Improvement – W.S. § 15-6-206.** After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The improvements may be made under contract, or as a part of a contract, publicly let by the city in the manner provided in this section and W.S. § 15-6-302 (Bidding Requirements), or the city may make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

\$574,363 from FY 23 1%#16 Capital Improvements budget.

\$662,179 from LAD assessments.

\$467,049 from Water Fund Reserves.

\$99,122 from Sewer Fund Reserves.

Oversight/Project Responsibility

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

Attachments

Property owner notification package: estimated assessment summary list; LAD No. 159 map; and Resolution No. 23-37 Ordinance

RECEIVED  
3-29-23  
@ 4 p.m. JA

City of Casper

Westridge improvements - Authorization for the creation of LAD-159 and subsequent road, water, sewer, and sidewalk work

City of Casper planning Board and Council members.

I do not support this proposition on the following grounds.

1. This is the purpose of taxes. This leads me to believe that the funds have been misappropriated or mismanaged.
2. I do not believe the Westwood area should be part of this project. This section of the plan is not part of the Westridge area and should be removed from the plan and allocated to another LAD.
3. I believe that the project needs to be done however, if I am to pay for the sidewalk in front of my house I fully expect to block it off to public use, as it was purchased by myself. See argument 1.
4. In general, I don't care for the threat that I either pay or the project will be cancelled. That is, in my opinion, extortion.

So, My vote is NO on this LAD proposition.

Rod Talada  
1722 Westridge Circle  
Casper, WY 82604  
307-797-1547

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307-797-1547

03-23-2023

James E. O'Grady  
1554 Westridge Dr.  
Casper, Wyo. 82604  
I am totally opposed to this.

RESOLUTION NO. 23-37

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 159, WESTRIDGE IMPROVEMENTS IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

We pay are property tax, I think with all the tax's and the one cent tax should be sufficient.

Beside this we do not own the sidewalk the city does.

How as property owners how are we going to come up with this kind of money.

James E. O'Grady

03-23-2023

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James E. O'Grady

## Amy Taucher

---

**From:** Fleur Tremel  
**Sent:** Thursday, March 23, 2023 7:05 AM  
**To:** Alex Sveda  
**Cc:** Courtney Williams  
**Subject:** Fwd: Letter Of Objection - Local Assessment District 159 (Westridge) - Otis Garrison

This is the only one I've received. I'll check my junk mail.

Begin forwarded message:

**From:** Otis Garrison <otismgarrison@gmail.com>  
**Date:** March 22, 2023 at 4:30:10 PM MDT  
**To:** Fleur Tremel <ftremel@casperwy.gov>  
**Subject:** Letter Of Objection - Local Assessment District 159 (Westridge) - Otis Garrison

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To the City Clerk of Casper,

I am writing to express my strong objection to the establishment of a local assessment district in Casper, Wyoming. This is regarding local assessment district number 159 (Westridge Improvements).

While I understand that the purpose of this district is to raise funds for certain local projects and improvements, I believe that the burden of these costs should not be delegated to the residents of the district. It is unfair to ask this specific group, many of which in this neighborhood who have fixed income, to shoulder the financial responsibility for projects that will benefit the entire community of Casper, Wyoming, beyond just Westridge. West 15th street is used by many more citizens of Casper than just those in the Westridge areas. It is a primary path to CottonWood Elementary (The assistant principal at Cottonwood lives on the mountain, but uses West 15th street every single weekday to arrive at the school - this is just one example). Meadow Park is also used by many other constituents in the local community beyond Westridge. Meadow Park hosts local soccer tournaments in the Spring and Summer that attract Casper residents well outside of the Westridge neighborhood. If this burden of cost is placed upon our community, then we should also expect a high level of exclusivity with this park and all of the other improved assets there within.

Furthermore, I am concerned about the lack of transparency and community input in the decision-making process for this assessment district. It is crucial that all members of the community have a say in how their tax dollars are being spent, and that there is a clear



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plan in place for how these funds will be allocated and managed. The language concerning "incidental" time accrual is far too loose. Lastly, many residents (including my residence) have already had sewer work done within the last 3-4 years, and should not be double charged.

I urge you to reconsider the establishment of this assessment district, and to seek out alternative funding solutions that will not unfairly burden a specific group of residents. I also urge you to ensure that there is greater transparency and community input in all decisions related to local projects and improvements.

Thank you for your attention to this matter.

Sincerely,

Otis M. Garrison

---

**All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.**

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**WESTRIDGE PHASE 1 OWNERSHIP AND ASSESSMENT ROLE**

Prepared by WLC Engineering and Surveying, Updated February 2, 2023

NOTE: [Redacted] Indicates Corner Lot  
[Redacted] Change of Owner or Address Since Beginning

Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
118 HOLDINGS, LLC	2008 CY AVE	6758 WHISKEY GAP ROAD	CASPER, WY 82604	0.459	627 SUBDIVISION TRACT C	61.5	125.5	105.7	75.40	\$4,900.81	45.00	\$2,250.00	\$8,052.52	\$944.00
ADAMS, KIPP A	1752 WESTRIDGE CIR	1752 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 169	61			74.90	\$4,868.31	15.00	\$750.00	\$6,328.77	\$741.69
ALLEN, DONALD F ET UX	1604 WESTRIDGE DR	PO BOX 1233	CASPER, WY 82602	0.152	WESTRIDGE LOT 112	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
BEARD, CHRISTOPHER ET UX	1694 WESTRIDGE CIR	1694 WESTRIDGE CIR	CASPER, WY 82604	0.439	WESTRIDGE LOT 163	47			60.90	\$3,958.31	40.00	\$2,000.00	\$6,709.65	\$786.58
BECKTON, WILLIAM C ET UX	1745 WESTRIDGE DR	1745 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 102	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
BERGMAN, STEPHEN M ET UX	1652 WESTRIDGE CIR	1652 WESTRIDGE CIR	CASPER, WY 82604	0.165	WESTRIDGE LOT 158	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
BERNARD, MIQUELLE	1704 WESTRIDGE DR	1704 WESTRIDGE DR	CASPER, WY 82604	0.175	WESTRIDGE LOT 119	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
BERTAG PROPERTIES LLC	2000 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.336	WESTWOOD #3 LOT 622 COMMERCIAL	68.5			82.40	\$5,355.81			\$6,031.17	\$707.04
BERTAGNOLLE, BRYAN ET UX	2014 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.239	WESTWOOD #3 LOT 621 COMMERCIAL	79.5			93.40	\$6,070.81			\$6,836.33	\$801.43
BERTZ, DONNA K	1644 WESTRIDGE CIR	1644 WESTRIDGE CIR	CASPER, WY 82604	0.165	WESTRIDGE LOT 157	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
BLACK, TERI L ET VIR	1712 WESTRIDGE CIR	1712 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 165	61			74.90	\$4,868.31	16.00	\$800.00	\$6,383.08	\$748.29
BLAZEK-SEVERANCE, CYNTHIA L ET VIR	1657 WESTRIDGE CIR	1657 WESTRIDGE CIR	CASPER, WY 82604	0.176	WESTRIDGE LOT 149	63.8			77.70	\$5,050.31	35.00	\$1,750.00	\$7,657.82	\$897.73
BOYLES, VELMA KAY	1534 WESTRIDGE DR	1534 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 109	55			68.90	\$4,478.31			\$5,043.02	\$591.20
BRADSHAW, ROBERT E ET AL TRUSTEES	1522 WESTRIDGE TER	PO BOX 1838	MILLS, WY 82644	0.260	WESTRIDGE LOT 152	60			73.90	\$4,803.31	15.00	\$750.00	\$6,253.58	\$733.11
BRENNAN, BOBETTE L	1704 WESTRIDGE CIR	1704 WESTRIDGE CIR	CASPER, WY 82604	0.291	WESTRIDGE LOT 164	47			60.90	\$3,958.31	30.00	\$1,500.00	\$6,146.60	\$720.57
BRENTON FAMILY INVESTMENTS, LLC	NA	PO BOX 50127	CASPER, WY 82605	0.307	627 SUBDIVISION TRACT B	61			74.90	\$4,868.31			\$5,482.20	\$642.68
BRENTON FAMILY INVESTMENTS, LLC	1944 CY AVE	PO BOX 50127	CASPER, WY 82605	0.507	627 SUBDIVISION TRACT A	170.4		158.5	184.30	\$11,979.31	32.00	\$1,600.00	\$15,291.66	\$1,792.65
BUFF, JAMES E ET UX	1617 WESTRIDGE TER	1617 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 132	58			71.90	\$4,673.31			\$5,262.61	\$616.94
CAMP PROPERTIES LLC	1614 WESTRIDGE CIR	PO BOX 52271	CASPER, WY 82605	0.168	WESTRIDGE LOT 171	61			74.90	\$4,868.31	15.00	\$750.00	\$6,328.77	\$741.69
CARLSON, CAPP A ET UX	1514 WESTRIDGE DR	PO BOX 1466	CASPER, WY 82602	0.143	WESTRIDGE LOT 107	55			68.90	\$4,478.31			\$5,043.02	\$591.20
CESTNIK, CHAD S	1524 WESTRIDGE DR	1524 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 108	55			68.90	\$4,478.31			\$5,043.02	\$591.20
CHAMPENDAL, JACQUELINE	1667 WESTRIDGE CIR	1667 WESTRIDGE CIR	CASPER, WY 82604	0.200	WESTRIDGE LOT 148	74			87.90	\$5,713.31	35.00	\$1,750.00	\$8,404.43	\$985.26
CURTIS, RICHARD L ET UX	1504 WESTRIDGE DR	1504 WESTRIDGE DR	CASPER, WY 82604	0.156	WESTRIDGE LOT 106	60		4.3	73.90	\$4,803.31			\$5,409.00	\$634.10
DEPAOLO-LARA FAMILY LIVING TRUST 1/29/2019	1535 WESTRIDGE DR	4921 S ELM ST	CASPER, WY 82601	0.143	WESTRIDGE LOT 89	55			68.90	\$4,478.31			\$5,043.02	\$591.20
DIORIO, JOHN N TRUSTEE	1683 WESTRIDGE TER	2320 RIVER MEADOWS RD	CASPER, WY 82604	0.260	WESTRIDGE LOT 125	87.2	88	13.68	101.10	\$6,571.31			\$7,399.95	\$867.50
DISTAD, INGER LOUISE ET AL	1684 WESTRIDGE CIR	1684 WESTRIDGE CIR	CASPER, WY 82604	0.274	WESTRIDGE LOT 162	47			60.90	\$3,958.31	35.00	\$1,750.00	\$6,428.12	\$753.57
DRURY, DALE EARL	1627 WESTRIDGE CIR	1627 WESTRIDGE CIR	CASPER, WY 82604	0.195	WESTRIDGE LOT 124	60			73.90	\$4,803.31			\$5,409.00	\$634.10
ELIZABETH J NUNN REVOCABLE TRUST 5/25/2002	1525 WESTRIDGE DR	PO BOX 50741	CASPER, WY 82605	0.143	WESTRIDGE LOT 88	55			68.90	\$4,478.31			\$5,043.02	\$591.20
ELLIOTT, RANDY L	1705 WESTRIDGE DR	1705 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 98	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
FARRIS, MARSHALL	1647 WESTRIDGE TER	1647 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 129	58			71.90	\$4,673.31			\$5,262.61	\$616.94
FBS CASPER LLC	2024 CY AVE	PO BOX 50127 CASPER, WY 82605	CASPER, WY 82605	0.230	WESTWOOD #3 LOT 617 COMMERCIAL	80		18	93.90	\$6,103.31			\$6,872.93	\$805.72
FOSTER, JUSTIN W	1435 W 15TH ST	1435 W 15TH ST	CASPER, WY 82604	0.156	WESTRIDGE LOT 86	60		3.25	73.90	\$4,803.31			\$5,409.00	\$634.10
FRISBY, ROBYN H	1642 WESTRIDGE DR	1642 WESTRIDGE DRIVE	CASPER, WY 82604	0.173	WESTRIDGE LOT 116	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
GARNER, BRANDON ET UX	1775 WESTRIDGE DR	1775 WESTRIDGE DR	CASPER, WY 82604	0.156	WESTRIDGE LOT 105	60			73.90	\$4,803.31			\$5,409.00	\$634.10
GARRISON, OTIS M	1660 WESTRIDGE CIR	5374 S QUATAR CIR	AURORA, CO 80015	0.165	WESTRIDGE LOT 159	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
GAY, WILMER III ET UX	1745 WESTRIDGE CIR	1745 WESTRIDGE CIR	CASPER, WY 82604	0.270	WESTRIDGE LOT 144	99	154	15	112.90	\$7,338.31	35.00	\$1,750.00	\$10,234.34	\$1,199.78

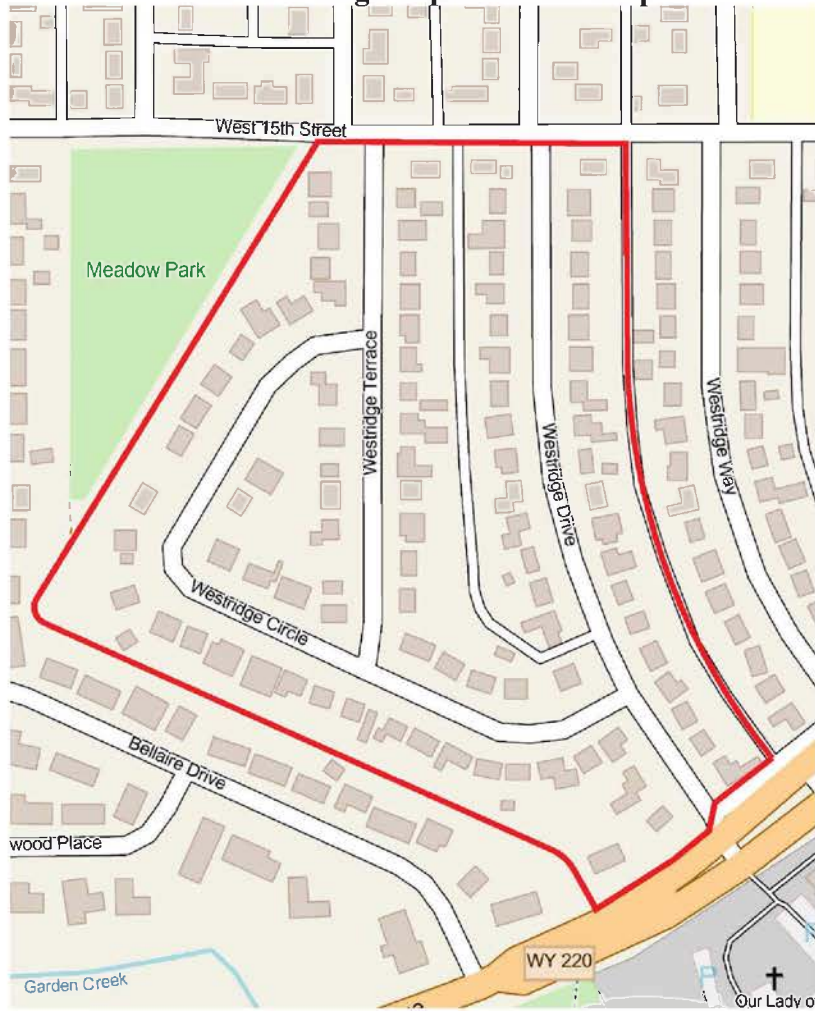
Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
GLYNN, DOROTHY ET AL	1742 WESTRIDGE CIR	1742 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 168	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
GREENLINE PROPERTIES LLC-SERIES 8	1663 WESTRIDGE TER	7230 ROCKING R RD	CASPER, WY 82604	0.196	WESTRIDGE LOT 127	58			71.90	\$4,673.31			\$5,262.61	\$616.94
GRIMSHAW INVESTMENTS LLC	1851 WESTRIDGE CIR	39 E 1ST ST	SHERIDAN, WY 82601	0.162	WESTRIDGE LOT 122	115			128.90	\$8,378.31			\$9,434.81	\$1,106.05
HACKETT, JOAN R	1625 WESTRIDGE DR	1625 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 94	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
HARTMANN, LYLE	1521 WESTRIDGE TER	1521 WESTRIDGE TERR	CASPER, WY 82604	0.143	WESTRIDGE LOT 137	55			68.90	\$4,478.31			\$5,043.02	\$591.20
HASQUET, ARRETTA A	1638 WESTRIDGE TER	1638 WESTRIDGE TER	CASPER, WY 82604	0.153	WESTRIDGE LOT 142	60			73.90	\$4,803.31	15.00	\$750.00	\$6,253.58	\$733.11
HEATON, LAURIE L	1668 WESTRIDGE CIR	1668 WESTRIDGE CIR	CASPER, WY 82604	0.165	WESTRIDGE LOT 160	60			73.90	\$4,803.31	16.00	\$800.00	\$6,309.88	\$739.71
HOUSEZ LLC	1837 WESTRIDGE CIR	1688 BRYAN STOCK TRL	CASPER, WY 82601	0.160	WESTRIDGE LOT 123	60			73.90	\$4,803.31			\$5,409.00	\$634.10
HUBBARD, DENISE A ET VIR	1614 WESTRIDGE CIR	1614 WESTRIDGE CIR	CASPER, WY 82604	0.259	WESTRIDGE LOT 154	53.5			67.40	\$4,380.81	35.00	\$1,750.00	\$6,903.90	\$809.35
HURT, LUCAS ET UX	1721 WESTRIDGE CIR	1721 WESTRIDGE CIR	CASPER, WY 82604	0.158	WESTRIDGE LOT 146	60			73.90	\$4,803.31	35.00	\$1,750.00	\$7,379.68	\$865.12
JAMES & SUZANNE FELTEN LIVING	1648 WESTRIDGE TER	1648 WESTRIDGE TR	CASPER, WY 82604	0.206	WESTRIDGE LOT 143	81.7			95.60	\$6,213.81	15.00	\$750.00	\$7,841.94	\$919.31
JOANNE DEMOREST LIVING TRUST 10/24/2014	1716 WESTRIDGE DR	1219 S WOLCOTT ST	CASPER, WY 82601	0.165	WESTRIDGE LOT 120	60			73.90	\$4,803.31			\$5,409.00	\$634.10
JOHNSON, GWEN	1832 WESTRIDGE CIR	1219 S WOLCOTT ST	CASPER, WY 82601	0.168	WESTRIDGE LOT 173	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
KAY E BRITAIN TRUST 12/14/98	1715 WESTRIDGE DR	1515 W 12TH ST	CASPER, WY 82604	0.160	WESTRIDGE LOT 99	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
KENNEDY, ADAM J	1537 WESTRIDGE TER	1537 WESTRIDGE TER	CASPER, WY 82604	0.143	WESTRIDGE LOT 135	55			68.90	\$4,478.31			\$5,043.02	\$591.20
KINION, BRETT	1772 WESTRIDGE DR	1772 WESTRIDGE DR	CASPER, WY 82604	0.234	WESTRIDGE LOT 179	90		1.15	103.90	\$6,753.31			\$7,604.90	\$891.53
KRAMER, WILLIAM M JR	1735 WESTRIDGE DR	1735 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 101	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
LADWIG, JESSICA	1725 WESTRIDGE DR	1725 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 100	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
LAI FAMILY LLC	2034 WESTWOOD HILL	BOX 577	CASPER, WY 82602	0.344	WESTWOOD #3 LOT 619 COMMERCIAL	68.5			82.40	\$5,355.81			\$6,031.17	\$707.04
LAI FAMILY LLC	2024 WESTWOOD HILL	BOX 577	CASPER, WY 82602	0.239	WESTWOOD #3 LOT 620 COMMERCIAL	79.5			93.40	\$6,070.81			\$6,836.33	\$801.43
LARSON, MARK T	1505 WESTRIDGE TER	1505 WESTRIDGE TER	CASPER, WY 82604	0.156	WESTRIDGE LOT 139	60			73.90	\$4,803.31			\$5,409.00	\$634.10
LEONHARDT, BRYCE PAUL ET UX	1733 WESTRIDGE CIR	1733 WESTRIDGE CIR	CASPER, WY 82604	0.158	WESTRIDGE LOT 145	60			73.90	\$4,803.31	35.00	\$1,750.00	\$7,379.68	\$865.12
LEWIS, JOHN F ET AL TRUSTEES	1867 WESTRIDGE CIR	1867 WESTRIDGE CIR	CASPER, WY 82604	0.217	WESTRIDGE LOT 121	81.2	121	15	95.10	\$6,181.31			\$6,960.77	\$816.01
LINDBERG LLC	1634 WESTRIDGE DR	1634 WESTRIDGE DR	CASPER, WY 82604	0.162	WESTRIDGE LOT 115	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
LOOMER, CHERYL D	1607 WESTRIDGE TER	1607 WESTRIDGE TR	CASPER, WY 82604	0.151	WESTRIDGE LOT 133	58			71.90	\$4,673.31			\$5,262.61	\$616.94
REAL ESTATE INVESTMENT, LLC	1545 WESTRIDGE DR	1818 E. 2ND STREET	CASPER, WY 82601	0.156	WESTRIDGE LOT 104	60			73.90	\$4,803.31			\$5,409.00	\$634.10
REAL ESTATE INVESTMENT, LLC	1545 WESTRIDGE DR	1818 E. 2ND STREET	CASPER, WY 82601	0.143	WESTRIDGE LOT 90	55			68.90	\$4,478.31			\$5,043.02	\$591.20
LYE, ADAM T ET AL	1634 WESTRIDGE CIR	1634 WESTRIDGE CIR	CASPER, WY 82604	0.224	WESTRIDGE LOT 156	56.5			70.40	\$4,575.81	26.00	\$1,300.00	\$6,616.74	\$775.68
MALANDRINI, DENNIS E	1624 WESTRIDGE DR	1624 WESTRIDGE DR	CASPER, WY 82604	0.157	WESTRIDGE LOT 114	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
MC AULAY, ROSE M	1614 WESTRIDGE DR	1723 S WALNUT ST	CASPER, WY 82601	0.155	WESTRIDGE LOT 113	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
MC CANN, CAROL ANN	1615 WESTRIDGE DR	1615 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 93	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
MC MURRAY, JOSEPH R ET AL	1641 WESTRIDGE CIR	1641 WESTRIDGE CIR	CASPER, WY 82604	0.209	WESTRIDGE LOT 150	97.5			111.40	\$7,240.81	35.00	\$1,750.00	\$10,124.55	\$1,186.91
MC QUEEN, MARTIN A	1755 WESTRIDGE DR	1755 WESTRIDGE DR	CASPER, WY 82604	0.157	WESTRIDGE LOT 103	60.5			74.40	\$4,835.81			\$5,445.60	\$638.39
MCGOWEN, KAGEN	1605 WESTRIDGE DR	1605 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 92	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
MEEBS LLC	1655 WESTRIDGE DR	710 LA HACIENDA	CASPER, WY 82601	0.160	WESTRIDGE LOT 97	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
MICHAEL P CORYELL LIVING TRUST 9/8/2022	1854 WESTRIDGE CIR	1854 WESTRIDGE CIR	CASPER, WY 82604	0.302	WESTRIDGE LOT 176	45			58.90	\$3,828.31			\$4,311.05	\$505.39
MIGUEL, JOE G SAN JR	1804 WESTRIDGE CIR	1804 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 170	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
MILLER, CARRIE E	1762 WESTRIDGE DR	1762 WESTRIDGE DR	CASPER, WY 82604	0.249	WESTRIDGE LOT 178	58.5			72.40	\$4,705.81			\$5,299.21	\$621.23
MILLVIEW INVESTMENT CO LLC	1956 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.413	WESTWOOD #3 LOT 623	68.5			82.40	\$5,355.81	18.00	\$900.00	\$7,044.66	\$825.85
MILLVIEW INVESTMENT CO LLC	1945 WESTWOOD HILL	BOX 502	MILLS, WY 82644	0.413	WESTWOOD #3 LOT 624 COMMERCIAL	71.72			85.62	\$5,565.11	18.00	\$900.00	\$7,280.36	\$853.48
MONFRE, BARBARA	1527 WESTRIDGE TER	1527 WESTRIDGE TERRACE	CASPER, WY 82604	0.143	WESTRIDGE LOT 136	55			68.90	\$4,478.31			\$5,043.02	\$591.20

Owner 1	Street Address	Mailing Address	City, State, Zip	Lot Size (acres)	Legal	Street Frontage (ft)	Corner Frontage (ft)	Curve Frontage (ft)	Street Frontage for Assessment (ft)	Estimated Assessment for Curbwalk (\$)	Estimated Sewer Service Length (ft)	Estimated Sewer Services Cost (\$)	Total Estimated Assessment (\$)	Estimated Annual Assessment at 3% for 10 Years (\$)
MORTGAGE NOW LLC	1840 WESTRIDGE CIR	2071 W 39TH ST	CASPER, WY 82604	0.184	WESTRIDGE LOT 174	45			58.90	\$3,828.31	15.00	\$750.00	\$5,155.63	\$604.40
MOUNTAIN WEST PROPERTY LEASING LLC	1935 WESTWOOD HILL	4113 W YELLOWSTONE HWY	CASPER, WY 82604	0.290	WESTWOOD #3 LOT 625 COMMERCIAL	90.4			104.30	\$6,779.31	15.00	\$750.00	\$8,478.75	\$993.97
MOUNTAIN WEST PROPERTY LEASING LLC	1924 CY AVE	4113 W YELLOWSTONE HWY	CASPER, WY 82604	0.318	WESTWOOD #3 LOT 626 COMMERCIAL	80		26.6	93.90	\$6,103.31	15.00	\$750.00	\$7,717.51	\$904.73
NORCROSS, LORI R	1676 WESTRIDGE CIR	1676 WESTRIDGE CIR	CASPER, WY 82604	0.223	WESTRIDGE LOT 161	63.5			77.40	\$5,030.81	16.00	\$800.00	\$6,566.07	\$769.74
NORTHROP, BRIAN G	1635 WESTRIDGE TER	1635 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 130	58			71.90	\$4,673.31			\$5,262.61	\$616.94
OGRADY, JAMES E	1554 WESTRIDGE DR	1554 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 111	55			68.90	\$4,478.31			\$5,043.02	\$591.20
OSWALD, TYSON ET UX	1655 WESTRIDGE TER	1655 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 128	58			71.90	\$4,673.31			\$5,262.61	\$616.94
PAULSON, ERIC DANIEL	1732 WESTRIDGE CIR	1732 WESTRIDGE CIR	CASPER, WY 82604	0.168	WESTRIDGE LOT 167	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
PHILIP S JOHNSTON & DONNA V JOHNSTON TRU	1513 WESTRIDGE TER	1513 WESTRIDGE TR	CASPER, WY 82604	0.143	WESTRIDGE LOT 138	55			68.90	\$4,478.31			\$5,043.02	\$591.20
REIFKE, JOHN D	1824 WESTRIDGE CIR	BOX 52038	CASPER, WY 82605	0.168	WESTRIDGE LOT 172	61			74.90	\$4,868.31	15.00	\$750.00	\$6,326.77	\$741.69
ROOT, CLEMENT W JR	1545 WESTRIDGE TER	1545 WESTRIDGE TER	CASPER, WY 82604	0.143	WESTRIDGE LOT 134	55			68.90	\$4,478.31			\$5,043.02	\$591.20
ROSENOF, THOMAS ALLEN ET UX	1608 WESTRIDGE TER	1608 WESTRIDGE TER	CASPER, WY 82604	0.295	WESTRIDGE LOT 140	124	182	17.5	137.90	\$8,963.31	15.00	\$750.00	\$10,938.15	\$1,282.29
RUDE, RYAN	1656 WESTRIDGE DR	1656 WESTRIDGE DR	CASPER, WY 82604	0.210	WESTRIDGE LOT 118	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
RUSSELL, TIMOTHY O ET UX	1604 WESTRIDGE CIR	1604 WESTRIDGE CIR	CASPER, WY 82604	0.219	WESTRIDGE LOT 153	56.5	119.5	16.8	70.40	\$4,575.81	32.00	\$1,600.00	\$6,954.57	\$815.29
SALZ, SUE E	1510 WESTRIDGE TER	1510 WESTRIDGE TR	CASPER, WY 82604	0.354	WESTRIDGE LOT 151	120			133.90	\$8,703.31	15.00	\$750.00	\$10,645.37	\$1,247.96
SCHAFFER, TIMOTHY J	1625 WESTRIDGE TER	1625 WESTRIDGE TER	CASPER, WY 82604	0.196	WESTRIDGE LOT 131	58			71.90	\$4,673.31			\$5,262.61	\$616.94
SHORT, FRANCIS M	1635 WESTRIDGE DR	2215 E 7TH ST #18	CASPER, WY 82609	0.160	WESTRIDGE LOT 95	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
SIMMONS, JAMES J ET UX	1624 WESTRIDGE CIR	1624 WESTRIDGE CIR	CASPER, WY 82604	0.249	WESTRIDGE LOT 155	48.5			62.40	\$4,055.81	34.00	\$1,700.00	\$6,481.61	\$759.84
SIPP, SHAINA	1645 WESTRIDGE DR	1645 WESTRIDGE DR	CASPER, WY 82604	0.160	WESTRIDGE LOT 96	61.8			75.70	\$4,920.31			\$5,540.76	\$649.55
SMITH, MICHAEL F ET UX	1848 WESTRIDGE CIR	1848 WESTRIDGE CIR	CASPER, WY 82604	0.240	WESTRIDGE LOT 175	45.5			59.40	\$3,860.81	20.00	\$1,000.00	\$5,473.75	\$641.69
SMITH, ROCKY D ET UX	1868 WESTRIDGE CIR	1868 WESTRIDGE CIR	CASPER, WY 82604	0.250	WESTRIDGE LOT 177	82	113.5	18	95.90	\$6,233.31			\$7,019.33	\$822.88
STUDDARD, MAGHAN	1544 WESTRIDGE DR	1544 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 110	55			68.90	\$4,478.31			\$5,043.02	\$591.20
TALADA, ROD A	1722 WESTRIDGE CIR	1722 WESTRIDGE CR	CASPER, WY 82604	0.168	WESTRIDGE LOT 166	61			74.90	\$4,868.31	16.00	\$800.00	\$6,383.08	\$748.29
THOMAS, JAMES L ET UX	1681 WESTRIDGE CIR	1681 WESTRIDGE CIR	CASPER, WY 82604	0.247	WESTRIDGE LOT 147	41.8	50	120	55.70	\$3,620.31	35.00	\$1,750.00	\$6,047.50	\$708.95
TRAYLOR, JAMES E	1555 WESTRIDGE DR	1555 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 91	55			68.90	\$4,478.31			\$5,043.02	\$591.20
TRIPLE M WESTSIDE PROPERTIES LLC	2044 WESTWOOD HILL	PO BOX 1778, CASPER, WY 82602	CASPER, WY 82602	0.298	WESTWOOD #3 LOT 618 COMMERCIAL	80.7			94.60	\$6,148.81			\$6,924.17	\$811.72
WHALEN, RICHARD A ET AL	1650 WESTRIDGE DR	1650 WESTRIDGE DR	CASPER, WY 82604	0.195	WESTRIDGE LOT 117	57.1			71.00	\$4,614.81			\$5,196.73	\$609.22
WIEBE, ZAKERY D ET UX	1515 WESTRIDGE DR	1515 WESTRIDGE DR	CASPER, WY 82604	0.143	WESTRIDGE LOT 87	55			68.90	\$4,478.31			\$5,043.02	\$591.20
WILSON, SHAWN M ET UX	1673 WESTRIDGE TER	1673 WESTRIDGE TR	CASPER, WY 82604	0.187	WESTRIDGE LOT 126	58			71.90	\$4,673.31			\$5,262.61	\$616.94
WOOD, DALE F	1626 WESTRIDGE TER	1626 WESTRIDGE TR	CASPER, WY 82604	0.196	WESTRIDGE LOT 141	102			115.90	\$7,533.31	15.00	\$750.00	\$9,327.83	\$1,093.51
<b>Total Estimated Assessment</b>									<b>\$8,415.00</b>	<b>\$546,975.00</b>	<b>962.00</b>	<b>\$48,100.00</b>	<b>\$670,113.96</b>	

Note: 1) The above opinions of estimated assessment have been increased by 12.61% (1.1261 multiplier) for traffic control, design and construction engineering, contingency, and incidental construction costs.

Note 2) Corner lots have been assessed on the short side with the long side and corner radius distributed throughout Phase One. 1,486.98 feet of curbwalk is distributed among 107 total Lots.

# LAD Westridge Improvements Map



LAD Westridge Improvements  
Phase 1

RESOLUTION NO. 23-37

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 159, WESTRIDGE IMPROVEMENTS IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively, has determined and does hereby determine to establish a local assessment district for the purpose of causing to be constructed therein certain local improvements hereinafter described; and,

WHEREAS, the Council will hold one hearing for the purpose of hearing objections to said improvements.

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

Section 1. Declaration of Intention to Make Improvements.

The Council does hereby declare its intention to make certain local improvements consisting of asphaltic concrete pavement, concrete curbwalk, water main, sanitary sewer, storm sewer improvements and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

Section 2. Name of District; Combination of Improvements.

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 159, Westridge Improvements" (herein called the "District");
- B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,
- C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.



1. Asphaltic concrete pavement
2. Concrete curbwalk
3. Water main
4. Sanitary sewer
5. Storm sewer

**Section 3. Location of Paving Improvements.**

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

**LOCATION OF WESTRIDGE IMPROVMENTS**

<u>STREET</u>	<u>PROPOSED IMPROVEMENT</u>
1. Westridge Circle	Asphaltic Concrete Pavement, curbwalk, water line, sanitary sewer
2. Westridge Drive	Asphaltic Concrete Pavement, curbwalk, water line, sanitary sewer
3. Westridge Terrace	Asphaltic Concrete Pavement, curbwalk
4. Westwood Hill	Asphaltic Concrete Pavement, curbwalk, water line, sanitary sewer, storm sewer

**Section 4. Description of Improvements.**

- A. The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:
  1. All streets as denoted in Section 3 shall include reconditioning of existing sub-base aggregate base course, and installation of a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.
  
- B. The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:
  1. All curbwalk as denoted in Section 3 shall include reconditioning of existing sub-base aggregate base course, and installation of a plant mix concrete in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

- C. The character, kind, and extent of the waterline improvements shall be as follows:
  - 1. All waterline as denoted in Section 3 shall be installed in accordance with approved City Standards. The work shall include all necessary removal, excavation, valve and pipe work, filling, grading, and replacement to design elevations and appurtenant work.
- D. The character, kind, and extent of the sanitary sewer improvements shall be as follows:
  - 1. All sanitary sewer as denoted in Section 3 shall be installed in accordance with approved City Standards. The work shall include all necessary removal, excavation, pipe and manhole work, filling, grading, and replacement to design elevations and appurtenant work.
- E. The character, kind, and extent of the storm sewer improvements shall be as follows:
  - 1. All storm sewer as denoted in Section 3 shall be installed in accordance with approved City Standards. The work shall include all necessary removal, excavation, pipe, manhole, inlet, and outfall work, filling, grading, and replacement to design elevations and appurtenant work.

**Section 5. Determination of Benefits.**

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

**Section 6. Method of Assessment.**

- A. Improvements. Each piece of property along which the improvements are to be made shall be assessed by the following method:
  - 1. Each property shall be assessed on the basis of its lineal foot of curbside based on the lot's frontage length, plus the cost for each properties new sanitary sewer service line so that the total assessment on each piece of property shall be in proportion to the total accessible curbside of the property to be assessed for the same improvement.
- B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

**Section 7. Estimated Costs.**

The City of Casper has hired WLC Engineering and Surveying to develop plans for the proposed improvements in the Westridge Area, prepare a detailed cost estimate, and to assist in forming an LAD. The construction of the improvements will be performed by a qualified contractor with the lowest competitive bid. The properties will be assessed the full cost for a contractor to install the improvements, plus the cost of engineering.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for installation of waterline is \$ 387,810.
2. The estimated contract price for installation of sewer is \$ 236,650.
3. The estimated contract price for installation of streets is \$ 1,161,656.
4. The estimated contract price for mobilization, incidentals, engineering and contingency is \$ 730,088.53
5. The estimated total cost of the total improvement project is \$ 2,516,204.53.
6. The estimated assessable cost to be divided amongst the property owners is \$ 670,113.96.

The City's funding source will be from 1%#16 funds for Westridge Improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) the aforesaid estimate of the contract price unless approved by the property owners, subject to a special assessment.

#### Section 8. Maintenance.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

#### Section 9. Hearing.

The City Council of said City will meet in the City Council Chambers, 200 North David Street, in said City on Tuesday, the 18th day of April, 2023, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. All written remonstrances and objections to said proposed improvements must be filed in writing with the City Clerk on or before Wednesday, the 5th day of April, 2023, at the hour of 12:00 o'clock Noon, a time not more than fifteen (15) days after the publication of the Resolution of Intent to create said District.

Section 10. Notice of Hearing.

The City Clerk shall give at least fifteen (15) days notice to all legal owners of record of the property liable to said assessment for said proposed improvements and to all persons interested, by publishing this resolution in one issue of the Casper Star-Tribune, a newspaper published in the City of Casper and of general circulation therein. In addition to such publication, the City Clerk shall mail a copy of the notice of this Resolution of Intent, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of property within the proposed District and to all persons interested. This Resolution, when published as a notice, shall have the title or caption specified in Section 15-6-202, Wyoming Statutes, 1977, as amended, and shall be in substantially the following form:

NOTICE OF INTENT TO CREATE CITY OF CASPER,  
WYOMING, LOCAL ASSESSMENT DISTRICT No. 159,  
WESTRIDGE IMPROVEMENTS.

Notice to all persons liable to assessment for the Westridge Improvements. The governing body of the City of Casper on the 1<sup>st</sup> day of March, 2023, passed the following resolution of intention.

RESOLUTION

(Set forth at this point in the notice as actually mailed and published  
this resolution in full.)

It is hereby determined that the notice herein provided of such hearing is reasonably calculated to inform the parties of the proceedings concerning the District which may directly and adversely affect their legally protected interests.

Section 11. Repeal.

All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

Section 12. Severability.

If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

PASSED, APPROVED, AND ADOPTED this 1<sup>st</sup> day of March 2023.

APPROVED AS TO FORM:

Bruce Knell

ATTEST:

Fleur Tremel

Fleur Tremel  
City Clerk



CITY OF CASPER, WYOMING  
A Municipal Corporation

Bruce Knell

Bruce Knell  
Mayor

ORDINANCE NO. 6-23

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 159 (HEREINAFTER CALLED THE "DISTRICT"); ORDERING THE CONSTRUCTION OF IMPROVEMENTS THEREIN; DESCRIBING THE SAME, DIRECTING THE PREPARATION OF PLANS AND SPECIFICATIONS THEREFOR; PROVIDING FOR THE PUBLICATION OF NOTICE TO CONTRACTORS; FIXING THE BOUNDARIES OF SAID DISTRICT; RATIFYING ACTION PREVIOUSLY TAKEN; AND, PRESCRIBING DETAILS IN CONNECTION WITH SAID DISTRICT.

WHEREAS, pursuant to Title 15, Chapter 6, Wyoming Statutes, 1977, as amended, on the 7<sup>th</sup> day of March, 2023, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a Resolution No. 23-37 declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 159, to authorize the construction of certain local improvements therein, and to assess the cost or portion thereof of the local improvements on the property benefited thereby; and,

WHEREAS, said Resolution was duly mailed and published as a notice, affidavits of such mailing and publication being now on file in the Office of the City Clerk; and,

WHEREAS, in response to said notice, no written remonstrances were filed against the proposed improvements; and,

WHEREAS, a public hearing shall be held on the first reading of this Ordinance, April 18, 2023.

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

Section 1. Creation of District.

That there be, and there hereby is created and established within the corporate limits of the City of Casper, Wyoming, a local improvement district for the purpose of making certain local improvements consisting of asphaltic concrete pavement, concrete curbwalk, water main, sanitary sewer, storm sewer improvements and work incidental thereto, on the streets and intersections hereinafter designated and to assess the cost thereof on the property benefited thereby and included within the proposed local assessment district herein described.

Section 2. Name of District; Combination of Improvements.

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 159, Westridge Improvements" (herein called the "District");
- B. More than one improvement shall be combined in the District as the combination of improvements hereafter described is both efficient and economical; and,
- C. As certain improvements are separate and distinct by reason of a substantial difference in character, location, method of assessment, and otherwise, the estimated costs thereof shall be segregated for the levy of assessments and an equitable share of the incidental costs shall be allocated to each improvement. For this purpose, the following improvements are hereby recognized as separate and distinct.
  - 1. Concrete curbwalk
  - 2. Sanitary sewer

Section 3. Location of Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF WESTRIDGE IMPROVMENTS

STREET	PROPOSED IMPROVEMENT
1. Westridge Circle	concrete curbwalk, sanitary sewer service
2. Westridge Drive	concrete curbwalk, sanitary sewer service
3. Westridge Terrace	concrete curbwalk, sanitary sewer service
4. Westwood Hill	concrete curbwalk

Section 4. Description of Improvements.

- A. The character, kind, and extent of the concrete curbwalk improvements shall be as follows:
  - 1. All curbwalk as denoted in Section 3 shall include reconditioning of existing sub-base aggregate base course, and installation of a plant mix concrete in accordance with approved City Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

- B. The character, kind, and extent of the sanitary sewer service improvements shall be as follows:
  - 1. All sanitary sewer as denoted in Section 3 shall be installed in accordance with approved City Standards. The work shall include all necessary removal, excavation, pipe service work from main to property line, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Westridge Addition	Lots 86-180
Westwood No. 3 Addition	Lots 617-627

Section 6. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 7. Method of Assessment.

- A. Improvements. Each piece of property along which the improvements are to be made shall be assessed by the following method:
  - 1. Each property shall be assessed on the basis of its lineal footage of concrete curbwalk fronting its street with the longest side of corner lots and intersection radii being distributed equally to each assessed property. Costs for sanitary sewer services are based on lineal footage of service pipe replaced and assessed only to those properties with sanitary sewer services in need of replacement.
- B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

Section 8. Estimated Costs.

The City of Casper has hired WLC Engineering and Surveying to develop plans for the proposed improvements in the Westridge Area, prepare a detailed cost estimate, and to assist in forming an LAD. The construction of the improvements will be performed by a qualified contractor with the



lowest competitive bid. The properties will be assessed the full cost for a contractor to install the improvements, plus the cost of engineering.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated contract price for sanitary sewer service improvements is \$48,100.
2. The estimated contract price for concrete curbwalk improvements is \$546,975.
3. The estimated price for engineering is \$89,261.25
4. The estimated total cost of the total improvement project is \$684,336.25.
5. The estimated assessable cost for each lineal foot of concrete curbwalk for each property is as follows:
  - a. \$74.75 per lineal foot.
6. The estimated assessable cost for each lineal foot of sanitary sewer service for each property to be benefited is as follows:
  - a. \$57.50 per lineal foot.

The City's funding source will be from 1%#16 funds for Westridge Improvements.

The City Council shall accept no bids or combination of bids, which shall exceed by more than ten percent (10%) the aforesaid estimate of the contract price unless approved by the property owners, subject to a special assessment.

#### Section 9. Direction to Engineer to Proceed.

The City Engineer is hereby directed and authorized, immediately upon the passage of this Ordinance, to prepare and file with the City Clerk final plans, specifications, and the estimated cost of said improvements, which plans, specifications, and estimated cost shall show in detail the work to be done, the quantities of materials to be handled and the estimated cost of said improvements, which plans, specifications, and estimated cost shall be hereafter approved by the Council, by resolution.

It is hereby determined and ordered, that such improvements shall be made as soon as practical. Immediately after the approval of said plans and specifications, the City Clerk shall call for bids for the making of said improvements, by publishing notice in at least one issue of a newspaper published and of general circulation within the City of Casper, which notice shall be substantially in agreement with the provisions of Wyoming Statutes, 1977, as amended, and this Ordinance.

Section 10. Maintenance of Improvements.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

Section 11. Ratification.

All action heretofore taken by the City and officers thereof, directed toward the creation of the City of Casper, Wyoming, Local Assessment District No. 159, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

Section 12. Severability.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. Repealer.

All orders, bylaws, resolutions, and ordinances, or parts thereof, in conflict with this Ordinance are hereby repealed to the extent of such inconsistency.

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Section 14. Authorization of Officers and Employees.

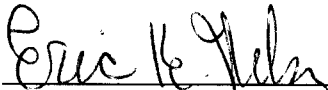
The officers and employees of the City are hereby authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 14, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Craig Collins, AICP, City Planner

SUBJECT: Public hearing to consider an Ordinance approving a zone change of Lot 1, Majestic Mountain Addition

Meeting Type & Date:

Regular Council Meeting, April 18, 2023

Action Type:

Public hearing/Ordinance

Recommendation:

That Council, by Ordinance, approve a zone change of Lot 1, Majestic Mountain Addition, from PH (Park Historic) to C-2 (General Business).

Summary:

In 2006, the City created the Majestic Mountain Addition, and transferred ownership of the subject property to a gentleman named Paul Perry via Resolution #06-155. The City Council originally approved the property transfer in May of 2005, and the purpose, at the time, was for the construction of multi-unit, residential housing. Although the property was deemed “excess” and transferred by the City, unfortunately, the property was not rezoned at that time, and it has remained undeveloped, and zoned as PH (Park Historic). The current owner, Pat Sullivan/Half Barrel Inc., now intends to develop the property as multi-unit residential, and has requested a zone change to C-2 (General Business). Multi-unit residential is a permitted use in the C-2 (General Business) zoning district.

Existing zoning in the immediate area is as follows:

- North – R-2 (One Unit Residential) and PUD (Planned Unit Development);
- South – C-2 (General Business);
- West – PH (Park Historic);
- East – C-2 (General Business).

Existing land uses in the surrounding area are a mix of single-family residential, recreational/park, commercial, and undeveloped commercial properties.

Section 17.12.170 of the Casper Municipal Code provides guidance on zone change requests, and requires that the Community Development Director provide a report to the Council as to the request’s conformance with the Comprehensive Land Use Plan. The Comprehensive Land Use Plan, also commonly referred to as the “Generation Casper Comprehensive Land Use Plan,” was completed and adopted, as official City of Casper policy, in 2017. The Plan was developed over

a year and a half long process of gathering public input and direction about how the community wants to develop over the next twenty (20) year period.

The Generation Casper Comprehensive Plan also provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The FLU designates the desired future use of the subject property as “Parks and Open Space,” which obviously doesn’t reflect the previous sale of the property in 2006 for private development of the parcel.

The subject property is undeveloped land, located in proximity to properties currently receiving City services, and is, therefore, considered to be an “infill” site. When considering zone changes in infill situations, a primary concern should be whether the proposal is compatible with the existing area. Neighborhood concerns often focus on impacts to traffic, parking, and aesthetics. The Municipal Code requires adequate off-street parking for all uses, and requires that buffering/landscaping be provided when multi-unit residential abuts single-unit residential properties (Appendix C of Title 17). Camellia Street terminates into the property in the northwest corner, and when this parcel is platted for development, the City will require that the street be extended south, to connect with Iris Street. The extension of the street will ensure that there are multiple points of ingress/egress for the subject property, as well as the existing neighborhood.

The Planning and Zoning Commission voted to support the requested zone change after a public hearing on March 9, 2023. The Planning and Zoning Commission received one (1) letter of opposition, one neighbor spoke at the public hearing expressing concerns, and one neighbor spoke in support of the zone change.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Ordinance

Aerial Map

Zoning Map

# Lot 1, Majestic Mountain Addition - Zone Change



MARIGOLD

DAHLIA

CAMELLIA

HONEYSUCKLE

VALLEY DR

IRIS

PARADISE DR

COLUMBINE


CARNATION

CY AVE

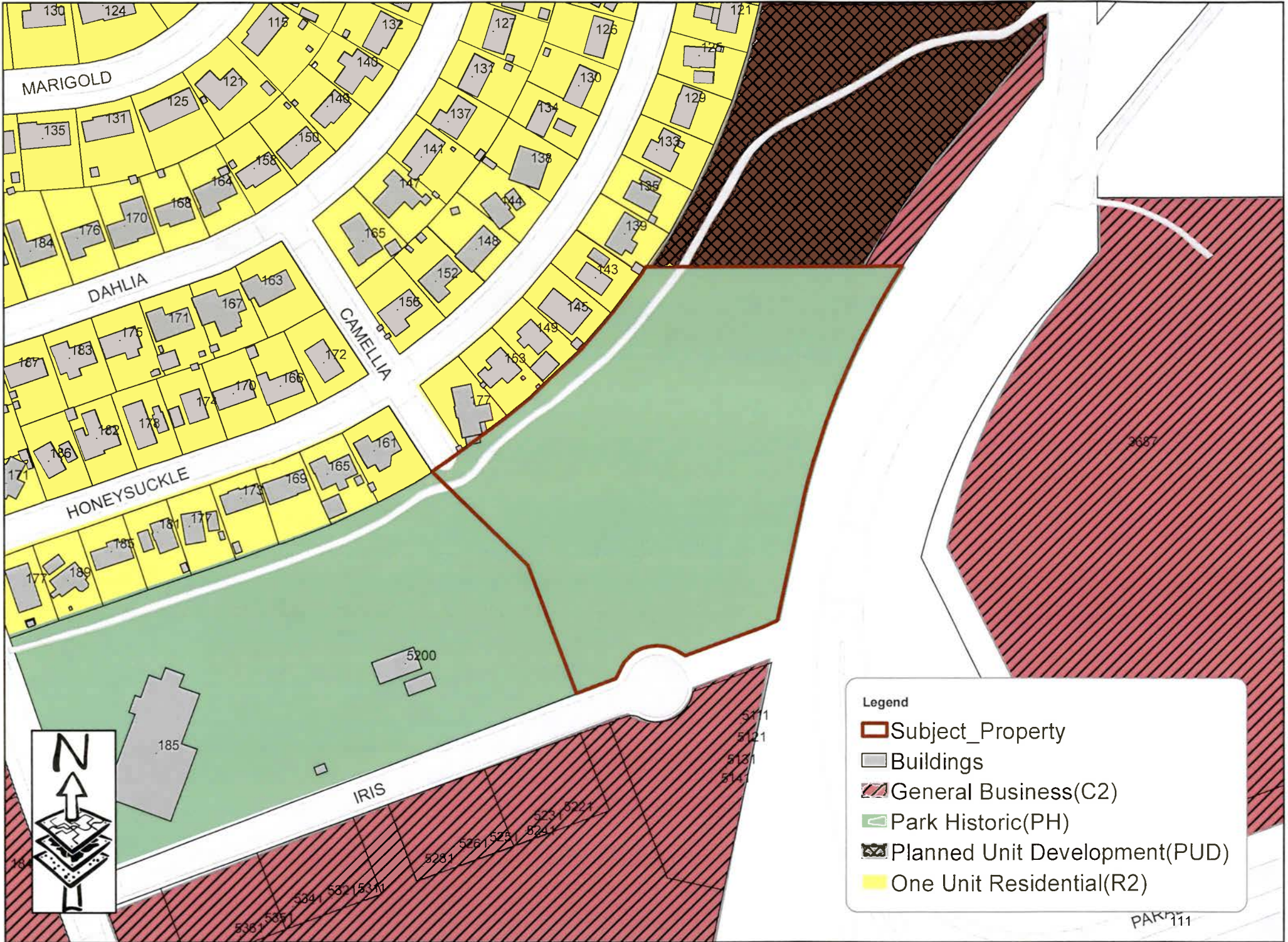
PRIVATE DR



Legend

 Subject\_Property

# Lot 1, Majestic Mountain Addition - Zone Change



ORDINANCE NO. 7-23 \_\_

AN ORDINANCE APPROVING A ZONE CHANGE OF LOT 1, MAJESTIC MOUNTAIN ADDITION, FROM PH (PARK HISTORIC) TO C-2 (GENERAL BUSINESS)

WHEREAS, Pat Sullivan/Half Barrel Inc. has applied for a zone change of Lot 1, Majestic Mountain Addition, located immediately east of the Paradise Valley public pool and north of the Iris Street cul-de-sac, from PH (Park Historic) to C-2 (General Business): and,

WHEREAS, the City Council originally sold the subject property via Resolution #06-155; and,

WHEREAS, after a public hearing on March 9, 2023, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

Lot 1, Majestic Mountain Addition, is hereby rezoned from zoning classification PH (Park Historic) to C-2 (General Business).

SECTION 2:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the \_\_\_\_ day of \_\_\_\_\_ 2023.



APPROVED AS TO FORM:

*Walter Tremel*

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ATTEST:

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Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Bruce Knell  
Mayor

April 14, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, City Planner  
SUBJECT: Public hearing to consider an Ordinance approving a plat, and the associated subdivision agreement, for the Highland Park Tennis Complex Addition

Meeting Type & Date:

Regular Council Meeting, April 18, 2023

Action Type:

Public hearing/Ordinance

Recommendation:

That Council, by Ordinance, approve a plat, and the associated subdivision agreement, for the Highland Park Tennis Complex Addition.

Summary:

The Natrona County School District has applied for plat approval to create the proposed Highland Park Tennis Complex Addition, comprising 4.57-acres, more or less, located generally south and west of the intersection of South Beverly Street and East 4<sup>th</sup> Street. The property currently consists of a portion of the Casper Highland Park Addition, as well as an unplatted parcel. The City of Casper recently transferred the property to the School District in 2022 for the development of an expanded tennis complex. The plat is creating a single lot.

The Planning and Zoning Commission voted to support the plat after a public hearing on March 9, 2023. There were no public comments on this case. Staff did not recommend, nor did the Planning and Zoning Commission include, any recommended conditions of approval.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Ordinance  
Plat  
Subdivision Agreement  
Aerial Map  
Zoning Map

**HIGHLAND PARK TENNIS COMPLEX ADDITION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Natrona County School District, 970 N. Glenn Road, Casper, Wyoming 82601 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for plat approval to create the Highland Park Tennis Complex Addition to the City of Casper.
- C. A plat of the Highland Park Tennis Complex Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

**HIGHLAND PARK TENNIS COMPLEX ADDITION  
SUBDIVISION AGREEMENT**

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**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for plat approval to create the Highland Park Tennis Complex Addition to the City of Casper.
- C. A plat of the Highland Park Tennis Complex Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 1 and one-half (1½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.

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

- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
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- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.
- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

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2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

This Section intentionally left blank.

SECTION 3 - OBLIGATIONS OF CITY

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

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## SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

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

Natrona County School Dist  
970 N. Glenn Road  
Casper, WY 82601

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

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

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


APPROVED AS TO FORM:

  
\_\_\_\_\_

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS:

OWNER  
Natrona County School District

By: Deeann Miller

By: Doug Tunison

Printed Name: Deeann Miller

Printed Name: Doug Tunison

Title: Permit Tech

Title: Facilities + Construction Mgr ✓

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]

ATTEST:

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A Municipal Corporation

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Fleur Tremel  
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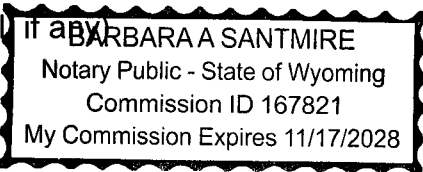
\_\_\_\_\_  
Title (and Rank)

[My Commission Expires: \_\_\_\_\_]



STATE OF WYOMING )  
 ) ss.  
COUNTY OF NATRONA )

This instrument was acknowledged before me on this 21<sup>st</sup> day of March, 2023, by Doug Tunison as the authorized representative of the Natrona County School District.

(Seal)  BARBARA A SANTMIRE  
Notary Public - State of Wyoming  
Commission ID 167821  
My Commission Expires 11/17/2028

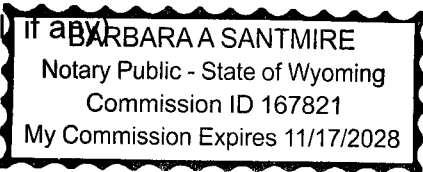
Barbara A Santmire  
(Signature of notarial officer)

Notary  
Title (and Rank)

[My Commission Expires: 11/17/2028]

STATE OF WYOMING )  
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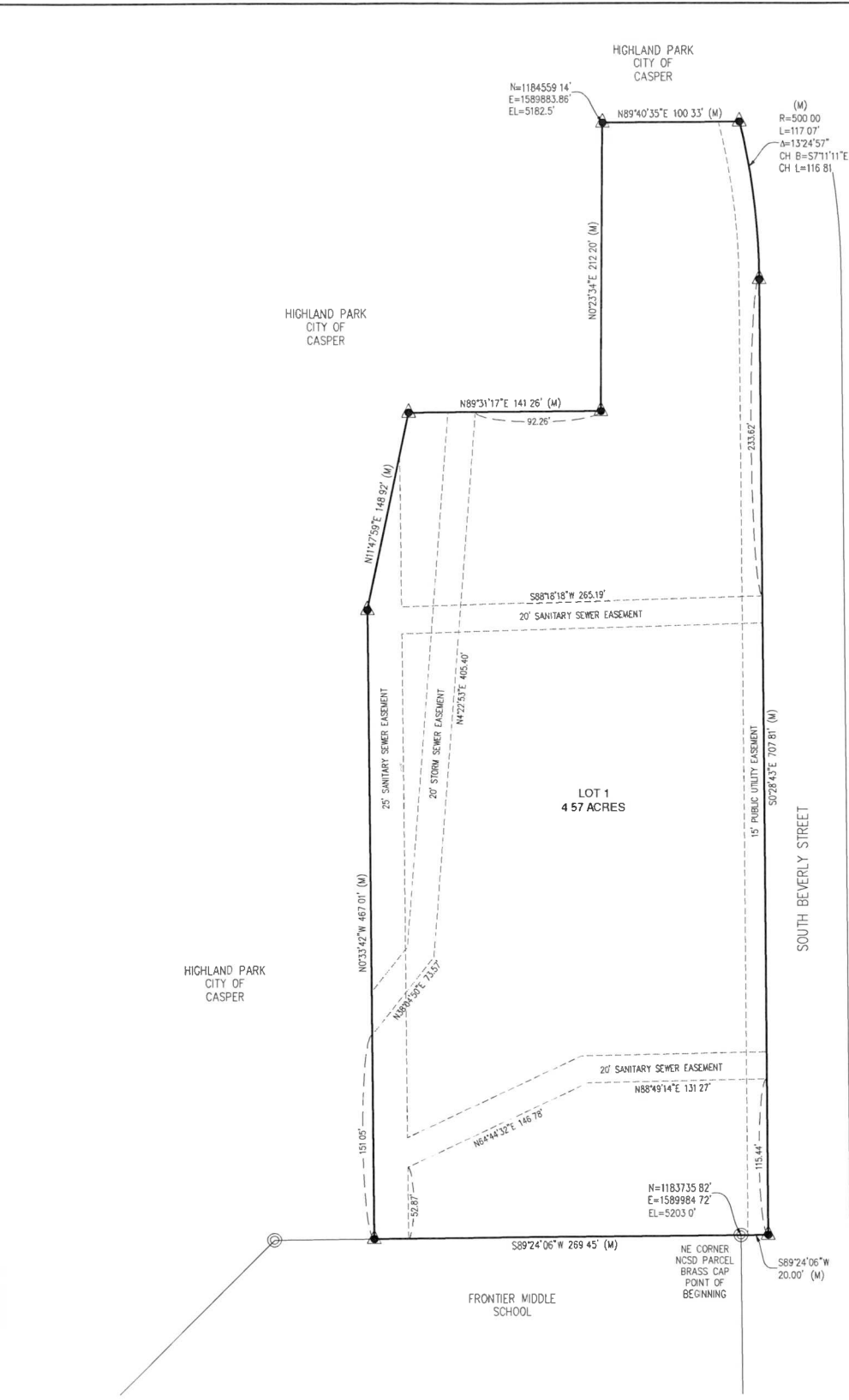
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Notary Public - State of Wyoming  
Commission ID 167821  
My Commission Expires 11/17/2028

Barbara A Santmire  
(Signature of notarial officer)

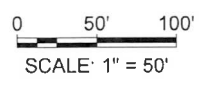
Notary  
Title (and Rank)

[My Commission Expires: 11/17/2028]

M:\land\_2021\Surveying\21-246 Highland Park Plat\Survey Plat\Highland Park Tennis Complex Addition.dwg, 1/12/2023, Bill



- LEGEND**
- ▲ SET BRASS CAP
  - SET MONUMENT 5/8" REBAR & ALUMINUM CAP
  - ⊙ FOUND MONUMENT AS NOTED



VICINITY MAP  
NO SCALE

**APPROVALS**

APPROVED BY THE CITY OF CASPER PLANNING AND ZONING COMMISSION OF CASPER, WYOMING  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

ATTEST \_\_\_\_\_ SECRETARY \_\_\_\_\_ CHAIRMAN

APPROVED BY THE CITY COUNCIL OF CASPER, WYOMING BY RESOLUTION NO \_\_\_\_\_ DULY PASSED,  
ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

ATTEST \_\_\_\_\_ CITY CLERK \_\_\_\_\_ MAYOR

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 \_\_\_\_\_ CITY ENGINEER

INSPECTED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023 \_\_\_\_\_ CITY SURVEYOR

**NOTES**

1. ERROR OF CLOSURE EXCEEDS 1/91,000
2. BASIS OF BEARING IS THE WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011
3. THE CONVERGENCE ANGLE AT THE POINT OF BEGINNING IS 00°42'14.57", AND THE COMBINED FACTOR IS 0.99977693
4. ALL DISTANCES ARE GRID
5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD 88 DATUM AND ARE NOT MEANT TO USED AS BENCHMARKS.

**CERTIFICATE OF SURVEYOR**

STATE OF WYOMING }  
COUNTY OF NATRONA } SS

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN NOVEMBER, 2021, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY. ALL DIMENSIONS ARE EXPRESSED IN FEET AND DECIMALS THEREOF AND COURSES REFERRED TO THE TRUE MERIDIAN. ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER  
THIS DAY OF \_\_\_\_\_ 2023  
WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**CERTIFICATE OF DEDICATION**

STATE OF WYOMING }  
COUNTY OF NATRONA } SS

THE UNDERSIGNED, NATRONA COUNTY SCHOOL DISTRICT, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED UNPLATTED PARCEL OF LAND SITUATE IN THE SE[ ] OF SECTION 10, T.33N., R.79W., 6TH P.M. NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE FRONTIER MIDDLE SCHOOL PARCEL, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING.

THENCE S89°24'06"W, ALONG THE SOUTH LINE OF THE CITY OF CASPER HIGHLAND PARK AND THE NORTH LINE OF THE FRONTIER MIDDLE SCHOOL PARCEL, A DISTANCE OF 269.45 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP.

THENCE N00°33'42"W ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 467.01 FEET TO A POINT, MONUMENTED BY A BRASS CAP.

THENCE N11°47'59"E, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 148.92 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP.

THENCE N89°31'17"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 141.26 FEET TO A POINT MONUMENTED BY A BRASS CAP.

THENCE N00°23'34"E, ALONG THE WEST LINE OF THE PARCEL, A DISTANCE OF 212.20 FEET TO THE NORTHWEST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP.

THENCE N89°40'35"E, ALONG THE NORTH LINE OF THE PARCEL, A DISTANCE OF 100.33 FEET TO THE NORTHEAST CORNER OF THE PARCEL, LOCATED ON THE WEST LINE OF SOUTH BEVERLY STREET, MONUMENTED BY A BRASS CAP.

THENCE IN A SOUTHEAST DIRECTION ALONG THE WEST LINE OF SOUTH BEVERLY STREET AND A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 132°4'57", A DISTANCE OF 117.07 FEET, WITH A CHORD BEARING OF S07°11'11"E, A DISTANCE OF 116.81 FEET TO THE END OF CURVE, MONUMENTED BY A BRASS CAP.

THENCE S00°28'43"E, ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF SOUTH BEVERLY STREET, A DISTANCE OF 707.81 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP.

THENCE S89°24'06"W, ALONG THE SOUTH LINE OF THE PARCEL, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 4.57 ACRES, AND IS SUBJECT TO ANY RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCUMBRANCES WHICH HAVE BEEN LEGALLY ACQUIRED.

THE PARCEL OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE "HIGHLAND PARK TENNIS COMPLEX ADDITION" AND THE OWNERS HEREBY GRANT TO THE PUBLIC AND PRIVATE UTILITY COMPANIES AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, USE AND MAINTAIN CONDUITS, LINES, WIRES AND PIPES, ANY OR ALL OF THEM, UNDER AND ALONG THE STRIPS OF LAND MARKED "15' PUBLIC UTILITY EASEMENT", "20' STORM SEWER EASEMENT", "20' SANITARY SEWER EASEMENT" AND "25' SANITARY SEWER EASEMENT" AS SHOWN ON THIS PLAT. ALL ROADS AND STREETS AS SHOWN HEREON ARE HEREBY, OR HAVE BEEN PREVIOUSLY, DEDICATED TO THE USE OF THE PUBLIC.

NATRONA COUNTY SCHOOL DISTRICT  
970 NORTH GLENN ROAD  
CASPER, WY 82601

RAYMOND CATELLIER -  
NCSD SCHOOL BOARD CHAIRMAN

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAYMOND CATELLIER,  
NCSD SCHOOL BOARD CHAIRMAN, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

PLAT OF A PORTION OF  
THE CITY OF CASPER  
HIGHLAND PARK  
AS  
**HIGHLAND PARK TENNIS  
COMPLEX ADDITION**  
AN ADDITION TO THE CITY OF CASPER, WYOMING  
BEING A PORTION OF THE SE[ ]  
SECTION 10, T.33N., R.79W., 6TH P.M.  
NATRONA COUNTY WYOMING  
JANUARY, 2023  
WO #21-246

# Proposed - Highland Park Tennis Complex Addition



# Proposed - Highland Park Tennis Complex Addition



ORDINANCE NO. 8-23 \_

AN ORDINANCE APPROVING THE HIGHLAND PARK  
TENNIS COMPLEX ADDITION, AND THE ASSOCIATED  
SUBDIVISION AGREEMENT

WHEREAS, an application has been made for final plat approval of the Highland Park Tennis Complex Addition, comprising 4.57-acres, more or less, and located generally south and west of the intersection of South Beverly Street and East 4<sup>th</sup> Street (the “plat”); and,

WHEREAS, the plat consists of previously unplatted land located within SE1/4NE1/4 of Section 10, T.33N., R79W., 6<sup>th</sup> P.M. Natrona County, Wyoming, as well as a portion of the City of Casper Highland Park Addition; and,

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

WHEREAS, the plat requires approval by ordinance following a public hearing; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that the City Council approve the request to plat the above referenced property; and,

WHEREAS, the governing body of the City of Casper finds that the above described plat and subdivision agreements should be approved.

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

SECTION 1:

That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Highland Park Tennis Complex Addition Subdivision Agreement.

SECTION 2:

That the final plat of the Highland Park Tennis Complex Addition is hereby approved under terms and conditions of the Highland Park Tennis Complex Addition Subdivision Agreement.

SECTION 3:

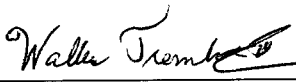
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 14, 2023

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

FROM: Liz Becher, Community Development Director *lb*  
Craig Collins, AICP, City Planner

SUBJECT: Public hearing to consider an Ordinance approving a plat and zone change for the proposed Lukasiewicz Subdivision

Meeting Type & Date:

Regular Council Meeting, April 18, 2023

Action Type:

Public hearing/Ordinance

Recommendation:

That Council, by Ordinance, approve a plat, Subdivision Agreement and zone change for the proposed Lukasiewicz Subdivision.

Summary:

Application has been made for plat approval creating the Lukasiewicz subdivision, located between Robertson Road and the North Platte River, directly east of Village Drive. The proposed subdivision encompasses 4.6-acres, more or less, and is creating two (2) buildable tracts. The smallest tract is 1.44-acres in size, which exceeds the City's one-acre minimum lot size in the AG (Urban Agriculture) zoning district.

In a companion item, application has been made to rezone the proposed subdivision to AG (Urban Agriculture). Currently, the unplatted portion of the property is zoned AG (Urban Agriculture) and the previously-platted portion, adjacent to the river, is zoned R-1 (Residential Estate). The proposed rezone is simply a consolidation of the zoning for the property.

Staff has included one recommended condition of approval that requires the property owner to participate in Robertson Road upgrades at some point in the future. Robertson Road is not currently constructed to City standards, and lacks curb, gutters and sidewalks. It is customary for adjacent properties to bear the cost of street construction, and necessary street improvements are always addressed in the subdivision agreement at the time properties are platted. There are no plans to improve Robertson Road in the immediate future.

The Planning and Zoning Commission voted to support the requested plat and zone change after a public hearing on March 9, 2023. One neighbor was in attendance with questions regarding the zone change, which were satisfactorily addressed by the applicant.



Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Ordinance

Plat

Subdivision Agreement

Aerial Map

Zoning Map

**LUKASIEWICZ SUBDIVISION  
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the following parties:

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

2. Del Lukasiewicz, 3541 Maplewood Lane, Johnstown, Colorado 80534 (“Owner”).

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

**RECITALS**

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for plat approval to create the Lukasiewicz Subdivision.
- C. A plat of the Lukasiewicz Subdivision (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

**SECTION 1 – INCORPORATION OF RECITALS**

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

**SECTION 2 - OBLIGATIONS OF OWNER**

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

## 2.1 Surveying:

- a. All subdivision corners shall be marked with 3¼ brass caps. These caps shall show the name of the surveyor or company making the survey, and the license number of the surveyor making the survey or certifying the survey. All PLSS corners shall be properly marked for identification as to the location in accordance with Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors, shall be referenced if subject to destruction, and again shall show the proper identification and license of the certifying surveyor. A corner record shall be recorded as per Wyoming Statutes and Rules and Regulations of the Wyoming Board of Registration for Professional Engineers and Professional Land Surveyors. A copy will be provided to the City upon recordation.
- b. Block and Lot corners, points of tangency (PT's) and points of curve (PC's) of all curves shall be marked by an iron pin not less than five-eighths (5/8) inches in diameter and not less than twenty-four (24) inches in length, with a brass or aluminum cap not less than 1 and one-half (1½) inches in diameter securely fastened to the top, unless otherwise impractical. These monuments will be set prior to the recording of the plat in the Office of the County Clerk unless approved by the City Surveyor.
- c. Said corners shall be in place for final inspection by the Public Services Director upon completion of the sidewalk (curbwalk), or curb and gutter.
- d. A digital copy of the Final Subdivision Plat shall be provided to the City, as required by the Casper Municipal Code ("Code"). No building permit shall be issued prior to the recording of the plat.

## 2.2 Construction Sequence:

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

## 2.3 Certification of Construction; Repair Obligations:

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

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

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

#### 2.4 Underground Utilities and Street Lights:

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

#### 2.5 Soils Analysis:

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

#### 2.6 Erosion Control Program:

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

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

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

## 2.7 Retaining Walls and Fences:

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

## 2.8 Water and Sewer:

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

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

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

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

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for blocks over five hundred feet (500') in length. Those shall be maintained in good repair for use by the public by the property owners located immediately adjacent thereto. The immediately adjacent property owners are responsible for all costs and expenses thereof.

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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

2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

2.16 Other Requirements:

At such time that Robertson Road is improved, and upon direction of the City, the Owner of the property shall participate in a proportionate share of the cost of the design and installation of standard City of Casper curb, gutter and sidewalk along the frontage of the Lukasiewicz Subdivision.

SECTION 3 - OBLIGATIONS OF CITY

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



## SECTION 4 - REMEDIES

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

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

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

## SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- c. Governing Law and Venue: This Agreement, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

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

Del Lukaszewicz  
3541 Maplewood Lane  
Johnstown, Colorado 80534

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

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

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

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation


\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS:

OWNER  
Del Lukasiewicz

By: Connie P. Slipson

By: 

Printed Name: Connie P. Slipson

Printed Name: DEL LUKASIEWICZ

Title: Secretary

Title: OWNER

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

\_\_\_\_\_  
(Signature of notarial officer)

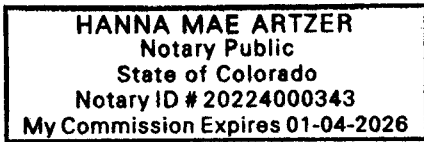
\_\_\_\_\_  
Title (and Rank)

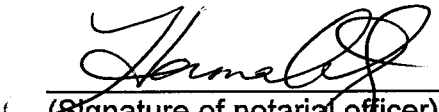
[My Commission Expires: \_\_\_\_\_]

STATE OF ~~WYOMING~~ Colorado )  
 ) ss.  
COUNTY OF ~~NATRONA~~ Weld )

This instrument was acknowledged before me on this 20<sup>th</sup> day of March, 2023, by Del Lukasiewicz, as the Owner of the Lukasiewicz Subdivision.

(Seal, if any)



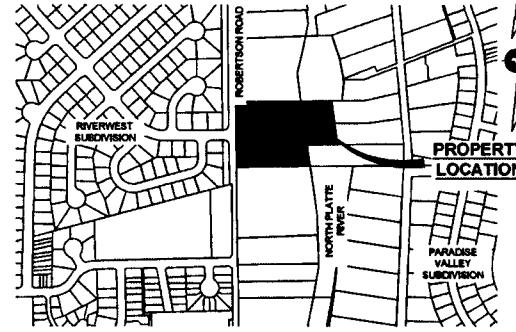
  
(Signature of notarial officer)

Admin Assistant, Notary Public  
Title (and Rank)

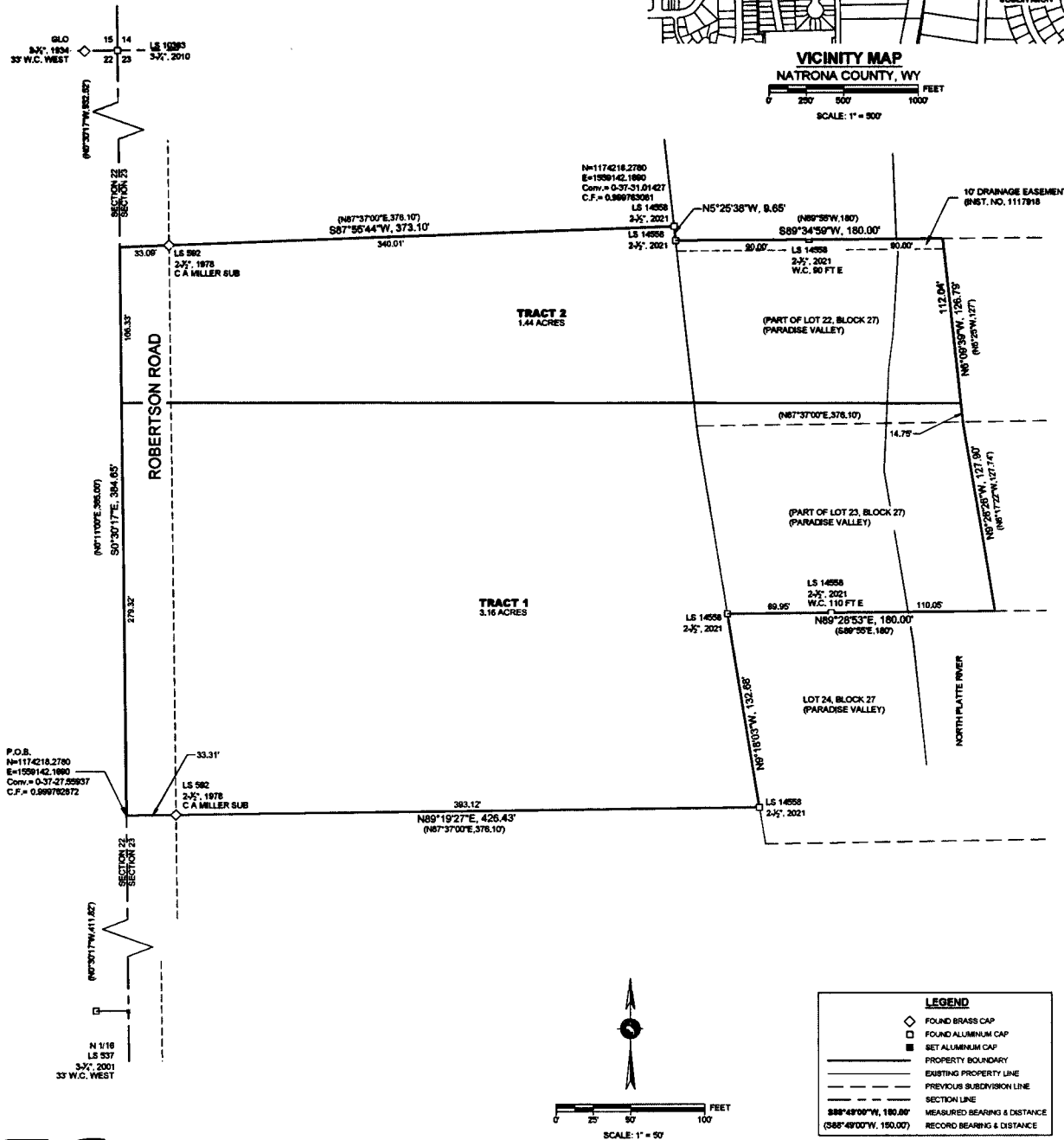
[My Commission Expires: 1-4-26]

# PLAT OF LUKASIEWICZ SUBDIVISION

LOCATED IN THE NW1/4NW1/4 SECTION 23, T.33N.,  
R.80W., 6TH P.M.,  
NATRONA COUNTY, WYOMING



VICINITY MAP  
NATRONA COUNTY, WY  
SCALE: 1" = 500'



### CERTIFICATE OF DEDICATION:

THE UNDERSIGNED, DEL LUKASIEWICZ, DOES HEREBY CERTIFY THAT HE IS THE OWNER AND PROPRIETOR OF THE FOLLOWING DESCRIBED PARCEL OF LAND, SITUATED IN THE NW1/4NW1/4 OF SECTION 23, T.33N., R.80W., 6TH P.M., NATRONA COUNTY, WYOMING, AND INCLUDES PORTIONS OF LOTS 22 AND 23 OF BLOCK 27 OF THE PARADISE VALLEY SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE N1/8 CORNER COMMON TO SAID SECTION 23 AND SECTION 22, T.33N., R.80W., SAID CORNER BEING REFERENCED BY AN ALUMINUM CAP WITNESS CORNER THAT BEARS S.89°19'27"W., 33.31 FEET FROM SAID N1/8 CORNER; THENCE N00°30'17"W., ALONG THE WEST LINE OF SAID SECTION 23, 411.82 FEET TO THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION, SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE N89°19'27"E., ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 33.31 FEET TO A FOUND BRASS CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTSON ROAD; THENCE N89°19'27"E., CONTINUING ALONG THE SOUTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 393.12 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION, SAID POINT BEING LOCATED ON THE WESTERLY LINE OF LOT 24, BLOCK 27 OF THE PARADISE VALLEY SUBDIVISION; THENCE N09°18'03"W., ALONG THE WESTERLY LINE OF SAID LOT 24 AND THE EASTERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 132.88 FEET TO A FOUND ALUMINUM CAP AT THE SOUTHWEST CORNER OF LOT 23, BLOCK 27 OF THE PARADISE VALLEY SUBDIVISION; THENCE N89°28'53"E., ALONG THE SOUTHERLY LINE OF SAID LOT 23 AND THE SOUTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 180.00 FEET TO THE SOUTHEAST CORNER OF THIS PARCEL OF LAND; THENCE N09°28'28"W., ALONG THE EASTERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 127.90 FEET TO AN ANGLE POINT BEING LOCATED ON THE LOT LINE COMMON TO SAID LOTS 22 AND 23, BLOCK 27 OF THE PARADISE VALLEY SUBDIVISION; THENCE N06°09'30"W., CONTINUING ALONG THE EASTERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 126.79 FEET TO NORTHEAST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, SAID POINT BEING LOCATED ON THE NORTH LINE OF SAID LOT 22, BLOCK 27 OF THE PARADISE VALLEY SUBDIVISION; THENCE S89°34'59"W., ALONG THE NORTHERLY LINE OF SAID LOT 22 AND THE NORTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 180.00 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE N05°25'38"W., CONTINUING ALONG THE NORTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 9.65 FEET TO A FOUND ALUMINUM CAP AT AN ANGLE POINT IN THIS LEGAL DESCRIPTION; THENCE S87°55'44"W., CONTINUING ALONG THE NORTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 340.01 FEET TO A FOUND BRASS CAP ON THE EASTERLY RIGHT-OF-WAY LINE OF ROBERTSON ROAD; THENCE S87°55'44"W., CONTINUING ALONG THE NORTHERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 33.09 FEET TO THE NORTHWEST CORNER OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE S00°30'17"E., ALONG THE WESTERLY LINE OF THE PARCEL OF LAND BEING DESCRIBED HEREIN, 364.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 4.60 ACRES, AND IS SUBJECT TO ALL RIGHTS-OF-WAY AND/OR EASEMENTS, RESERVATIONS AND ENCROACHMENTS WHICH HAVE BEEN LEGALLY ACQUIRED.

THE TRACT OF LAND, AS IT APPEARS ON THIS PLAT, IS DEDICATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE ABOVE NAMED OWNERS AND PROPRIETORS. THE NAME OF THE SUBDIVISION SHALL BE KNOWN AS LUKASIEWICZ SUBDIVISION. ALL STREETS AS SHOWN HEREON ARE HEREBY OR WERE PREVIOUSLY DEDICATED TO THE USE OF THE PUBLIC AND EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED FOR THE USE OF PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF CONSTRUCTION, OPERATION, AND MAINTENANCE OF UTILITY LINES, CONDUITS, DITCHES, DRAINAGE, AND ACCESS.

DEL LUKASIEWICZ  
3541 MAPLEWOOD LN  
JOHNSTOWN, CO 80534-4101

CITY OF CASPER  
200 N. DAVID STREET  
CASPER, WY 82601

DEL LUKASIEWICZ

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DEL LUKASIEWICZ, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

### APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH

RECOMMENDATION THAT SAID PLAT BE APPROVED.

COMMISSION CHAIRMAN \_\_\_\_\_

SECRETARY \_\_\_\_\_

APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NUMBER \_\_\_\_\_ DULY PASSED, ADOPTED AND

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MAYOR \_\_\_\_\_

ATTEST: CITY CLERK \_\_\_\_\_

BRUCE KHELL - MAYOR

STATE OF WYOMING )  
                                  ) SS  
COUNTY OF NATRONA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BY BRUCE KHELL - MAYOR, CITY OF CASPER

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY ENGINEER \_\_\_\_\_

INSPECTED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CITY SURVEYOR \_\_\_\_\_

### CERTIFICATE OF SURVEYOR

I, JAMES F. JONES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF LUKASIEWICZ SUBDIVISION TO THE CITY OF CASPER, WYOMING, AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST, 2022, AND THAT THIS PLAT TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

STATE OF WYOMING )  
                                  ) SS  
COUNTY OF NATRONA )

THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JAMES F. JONES

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_



Environmental and Civil Solutions, LLC  
111 West 2nd Street, Suite 600  
Casper, WY 82604  
Phone: 307.337.2883  
www.ecsengineers.net

PROJECT NO. 220039 11x17

OWNER:  
DEL LUKASIEWICZ  
3541 MAPLEWOOD LN  
JOHNSTOWN, CO 80534-4101

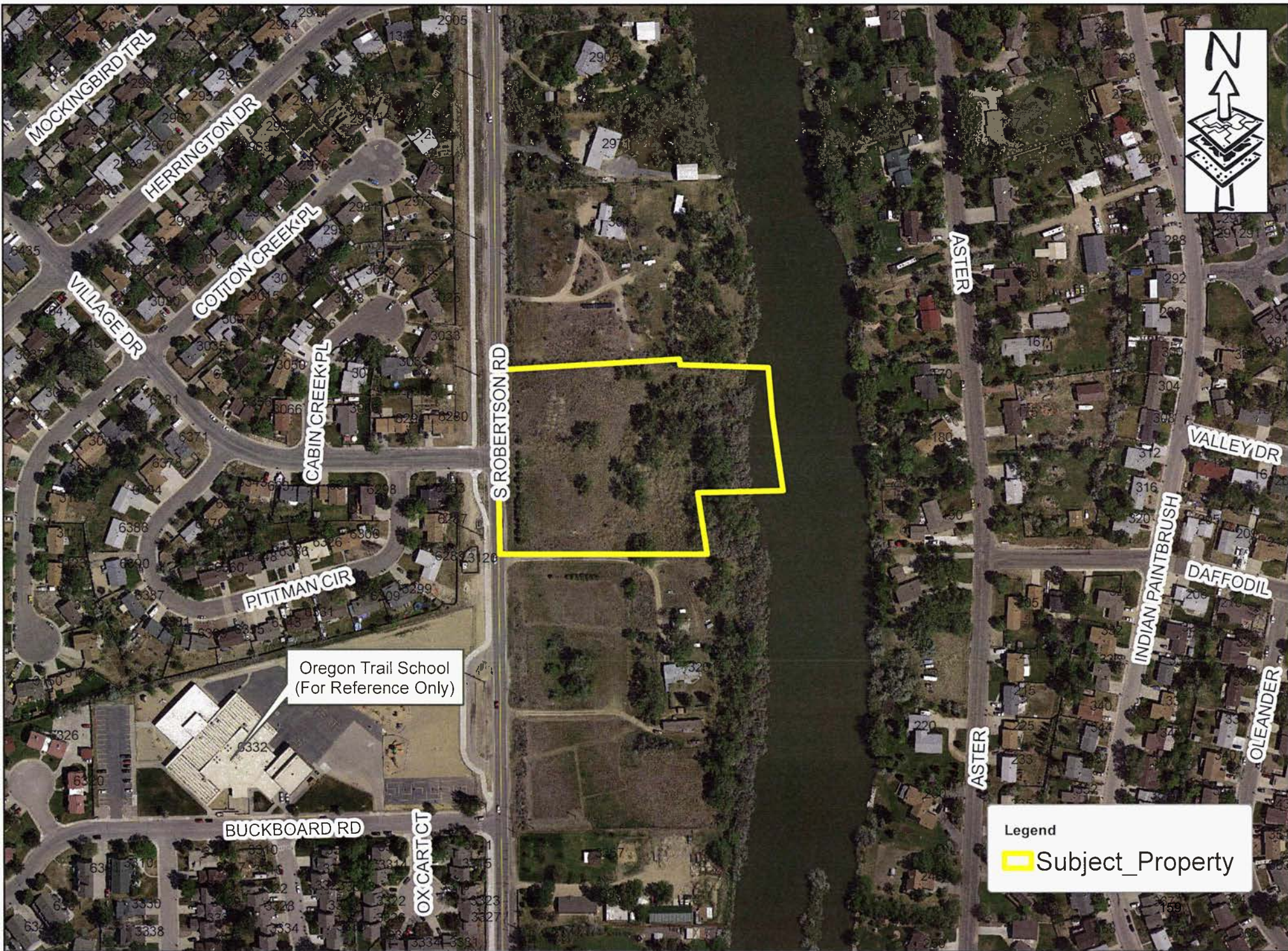
SURVEYOR:  
FIELD: BP & TY  
REVIEW: JAMES F. JONES, P.L.S.

DATE DRAWN:  
1.03.2023

### NOTES

1. ERROR OF CLOSURE EXCEEDS 1:157,000
2. BEARINGS AND COORDINATES ARE BASED ON WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, NAD 1983/2011.
3. ELEVATIONS ARE NAVD83 AND NOT TO BE USED AS BENCHMARKS.
4. DISTANCES US SURVEY FOOT/GRID.

# Proposed Lukasiewicz Subdivision



# Proposed Lukasiewicz Subdivision





ORDINANCE NO. 9-23

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE LUKASIEWICZ SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS Del Lukasiewicz has applied for plat approval to create the Lukasiewicz Subdivision, comprising 4.6-acres, more or less located in the NW1/4NW1/4 of Section 23, T.33N., R80W., 6<sup>th</sup> PM, Natrona County, Wyoming, as well as portions of Lots 22 and 23 in the Paradise Valley Addition; and,

WHEREAS application has also been made to zone the proposed Lukasiewicz Subdivision as AG (Urban Agriculture); and,

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

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

WHEREAS, this platting and zoning requires approval of the City Council, by ordinance, following a public hearing; and,

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

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

SECTION 1:

The plat of the Lukasiewicz Subdivision and the associated subdivision agreement, as described above, are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

That the above-described zoning of the Lukasiewicz Addition as AG (Urban Agriculture) is hereby approved.

SECTION 3:

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

PASSED on 1st reading the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

PASSED on 2nd reading the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

April 6, 2023

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

**FROM:** Wallace Trembath, Deputy City Attorney *W.T.*

**SUBJECT:** **Public Hearing regarding the City of Casper, Wyoming's sale of 8 acres, more or less, or property located at the northeast corner of East 12<sup>th</sup> Street and Conwell Street, to Natrona County, Wyoming.**

**Resolution Authorizing a Real Estate Purchase Agreement between Natrona County, Wyoming and the City of Casper, Wyoming Regarding the City's Sale of 8 Acres, More or Less, of Property Located at the Northeast Corner of East 12<sup>th</sup> Street and Conwell Street.**

**Meeting Type & Date**  
Regular Council Meeting  
April 18, 2023

**Action type**  
Public Hearing  
Resolution

**Recommendation**  
Conduct the Public Hearing on April 18, 2023, regarding the City of Casper, Wyoming's sale of 8 acres, more or less, or property located at the northeast corner of East 12<sup>th</sup> Street and Conwell Street, to Natrona County, Wyoming.

Approve a Resolution authorizing the Mayor to sign a Real Estate Purchase Agreement and the City Manager to execute the Quit Claim Deed and other documents pertaining to the closing of the real estate transaction.

**Summary**  
The City of Casper/Natrona County Health Department (Heath Department) was established in 1954. Since then, the City and County have jointly supported the Health Department for the benefit of the residents of Natrona County, including the necessary support of the poor under Article 16 § 6 of the Wyoming Constitution. The Health Department's current location and facilities are inadequate to meet the needs of the residents of Natrona County, and a new Health Center would be in the best interest of the citizens of Natrona County and residents of the City.

The County applied for and has been awarded one-time federal funding, available through the State of Wyoming's ARPA program, which reduces the funding for which Natrona County

taxpayers might otherwise be directly or indirectly responsible (Application). The Application refers to the new Health Center being about 8-acres of land owned by the City at the northeast corner of 12th Street and Conwell Street. The new Health Center is close to other medical facilities and would benefit residents of the County and City, including poor and low-income residents, and is consistent with the City's planning objectives.

**Financial Considerations**

Consideration of one hundred dollars (\$100.00), substantial contribution by the County to the construction of the new Health Center, the future financial and other support of the Health Center.

**Oversight/Project Responsibility**

City Manager's Office  
City Attorney's Office  
Community Development

**Attachments**

Real Estate Purchase Agreement  
Resolution

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Natrona County, Wyoming, (“**Buyer**” or “**County**”), with offices located at 200 North Center Street #211, Casper, Wyoming 82601; and the City of Casper, Wyoming, (“**Seller**” or “**City**”), a Wyoming municipal corporation with offices located at 200 North David Street, Casper, Wyoming 82601. The Buyer and the Seller may be individually referred to as a “**party**” or collectively referred to as the “**parties.**”

### RECITALS

A. The City of Casper/Natrona County Health Department (“**Heath Department**”) was established in 1954.

B. Since then, City and County have jointly supported the Health Department for the benefit of the residents of Natrona County, including the necessary support of the poor under Article 16 § 6 of the Wyoming Constitution.

C. The Health Department’s current location and facilities are inadequate to meet the needs of the residents of Natrona County, and a new Health Center would be in the best interest of the citizens of Natrona County and residents of the City.

D. County applied for and has been awarded one-time federal funding, available through the State of Wyoming’s ARPA program, which reduces the funding for which Natrona County taxpayers might otherwise be directly or indirectly responsible (“**Application**”).

E. The Application refers to the new Health Center being about 8-acres of land owned by the City at the northeast corner of 12th Street and Conwell Street.

F. The new Health Center is close to other medical facilities and would benefit residents of the County and City, including poor and low-income residents, and is consistent with the City's planning objectives.

G. The parties agree that for and in consideration of one hundred dollars (\$100.00), substantial contribution by the County to the construction of the new Health Center, the future financial and other support of the Health Center, and other good and valuable consideration, it would be in the mutual best interests for the City to transfer approximately 8-acres of land, further described below, by quitclaim deed to the County for the new Health Center.

H. The parties agree that the fair market value of the Property is offset by the substantial consideration provided by the County to the City as described above.

I. The parties executed an MOU on or about February 21, 2023, that anticipated entering into this Agreement after a survey, legal description, appraisal, publishing, and public hearing were complete.

J. The City has complied with Wyoming Statutes Section 15-1-112(b) regarding the disposal of the property.

**NOW, THEREFORE,** in consideration of the terms, covenants and conditions hereinafter set forth, the Parties agree by and between them as follows:

**ARTICLE I: 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.

**ARTICLE II: DESCRIPTION OF PROPERTY AND RESERVATION OF  
EASEMENT BY THE SELLER**

A. Seller agrees to sell and convey to Buyer pursuant to the terms of this Agreement the real property described on Exhibits A and B (hereinafter referred to as the "Real

Property”) with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premise, in their present condition. Exhibits A and B are attached hereto and made part of this Agreement.

B. Seller shall have a utility easement in the above-described real property as further depicted on Exhibits C and D, which are attached hereto and hereby made a part of this Agreement. The utility easement reservation shall be set forth in the Quitclaim Deed to be recorded in the Natrona County Clerk’s office under this Agreement.

### **ARTICLE III: PURCHASE PRICE AND CLOSING COSTS**

A. Buyer agrees to pay Seller the total sum of one hundred dollars (\$100.00) in full due to the Seller before or at the Closing on the Closing Date. The total funds must be paid by Buyer to Seller at the Closing for the purchase of the Real Property with available funds.

B. The Buyer also agrees to pay and be solely responsible for the following expenses:

1. The Owner’s title insurance policy premium attributable to the Real Property being sold and conveyed to the Buyer as issued by the Title Company.
2. The cost of recording fees to be paid to the Natrona County Clerk for the Quitclaim Deed from the Seller to the Buyer.
3. Any survey, appraisal, certificate of inspection or inspections.
4. Any prepaid tax and/or insurance.
5. Fees for the title insurance policy for any extended lien or survey coverage if requested by the Buyer and issued by the Title Company.

The Parties agree to equally split the costs of the closing agent’s fee between them and that agree the transaction will be completed through American Title Agency, 315 West First Street, Casper, Wyoming 82601 (“Title Company”).

### **ARTICLE IV: QUITCLAIM DEED**

Title shall be conveyed to the Buyer in the name of Natrona County, Wyoming. The Seller agrees to sell and convey said Real Property, “AS IS” with all improvements thereon, by quitclaim deed.

## **ARTICLE V: TAXES AND INSURANCE**

A. Seller agrees to pay all of the current and prior general real estate and personal property taxes levied against the Real Property (if any) described in Article I of this Agreement due through the date of the Closing, and any special assessments levied against the Real Property prior the execution of this Agreement.

B. The general real estate and personal property taxes (if any) based on the most recent assessment and levied against the Real Property described and set forth in Article I for the calendar year of Closing shall be prorated by and between the Seller and the Buyer.

## **ARTICLE VI: POSSESSION AND CLOSING**

A. The parties hereby specifically agree that time is of the essence of this Agreement and the Closing date thereof at the time and date specified herein. Closing shall be held on or before the end of business on May 19, 2023, or as otherwise mutually agreed upon in writing (the "**Closing Date**") at the office of American Title Agency, 315 West First Street, Casper, Wyoming 82601, or at such other date and time as agreed to in writing by the Parties hereto.

B. Buyer shall have possession of the Real Property upon the successful closing and at the date and time of closing of this Agreement. "Closing" is defined as "the date on which all documents are either recorded or accepted by the title company and the sale proceeds are available to Seller."

## **ARTICLE VII: TITLE INSURANCE**

A. Seller agrees to furnish, at Buyer's expense, a current commitment for an Owner's title insurance policy through Title Company, in an amount equal to the purchase price, showing merchantable title in the Seller of the Real Property described in Article 1 herein. Seller agrees to deliver the title insurance commitment to Buyer within fifteen (15) Business Days after mutual acceptance of this Agreement, and to deliver the title insurance policy to Buyer without unreasonable delay after Closing and pay the premium thereon at the time of the Closing. Buyer shall pay for any endorsements or extended survey coverage required by Buyer.



B. If title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer to Seller within the time herein provided for delivery of Quitclaim Deed at closing and shall not be rendered merchantable within thirty (30) days after such written notice, then this Agreement, at Buyer's option, may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned to the Buyer. PROVIDED, HOWEVER, Buyer may elect to accept the Owner's title insurance referenced above in lieu of such merchantable title, in which case Buyer shall be deemed to have waived such defect.

C. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing pursuant to this Section, or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

#### **ARTICLE VIII: INSPECTIONS/WARRANTY**

A. Buyer hereby states that it has or had the opportunity to inspect the Real Property, including the land, soils, improvements, survey, attachments, and fixtures thereof and accepts the Real Property in its current condition. Buyer hereby states that it is not relying upon any representation of warranty made by the Seller or any agent of the Seller, other than as set forth in this Agreement.

B. Buyer hereby states that it is purchasing the Real Property, improvements, and fixtures contained thereon **"AS IS."** **SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION, ENVIRONMENTAL OR OTHERWISE, OR THE MERCHANTABILITY OF THE REAL PROPERTY BEING SOLD TO BUYER.**

C. **SQUARE FOOTAGE/ACREAGE VERIFICATION:** Buyer is aware that any reference to square footage or acreage of the real property or improvements is approximate. If square footage or acreage is material to the Buyer, it must be verified prior to closing.

## **ARTICLE IX: RISK OF LOSS**

A. Risk of loss of the Real Property shall remain with the Seller until the Seller delivers its quitclaim deed to the Buyer at closing, at which time the risk of loss of the Real Property shall pass to Buyer.

B. In the event the Real Property is damaged by fire or other casualty prior to closing and damage cannot be reasonably repaired, or money escrowed therefore at or before the closing, this Agreement shall be voidable at Buyer's option. In the event Buyer elects to carry out this Agreement despite such damage, Buyer shall be entitled to any and all insurance proceeds related to such damage.

## **ARTICLE X: CONTRACT CONTINGENCY**

The parties understand that they must each receive the approval of their governing bodies before this Agreement is final. This Agreement and its terms and conditions are all subject to final approval by the governing bodies. In the event this Agreement is not approved by each governing body, then this Agreement shall be null and void, with no remedy between the parties.

## **ARTICLE XI: USE OF BROKERS**

Seller and Buyer acknowledge and agree that no broker brought about, or participated in, this transaction. Each Party agrees to be solely responsible for any and all costs and expenses arising from any claims for brokerage for representation of such Party.

## **ARTICLE XII: GENERAL AGREEMENTS OF THE PARTIES**

A. **Authority.** Each individual executing this Agreement for and on behalf of the Parties hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.

B. **No waiver.** Failure of either Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.

C. **Entire Agreement.** This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.

D. **Merger.** The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property are hereby contained, set forth and merged in this Agreement.

E. **Counterparts.** This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes; but all copies shall constitute but one and the same agreement.

F. **Cooperation.** Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction including, but not limited to, properly executed lien or mortgage releases, deeds, and W-9 forms.

G. **Successors.** This Agreement shall be binding upon the parties hereto, and their respective successors, heirs, grantees and assigns.

H. **Notices.** Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested.

I. **No Third-Party Beneficiaries.** The Parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, but nothing in the paragraph shall limit or void the provisions of Article VII: Inspections and Warranty or Article VIII: Default and Remedy Provisions, as stated above.

**J. Governmental Claims.** The parties do 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 parties specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**K. Governing Law and Venue.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**[Signature Pages and Exhibits Follow.]**

**Seller's Signature Page**

Approved as to Form:

*Wallin Trust*  
City Attorney for the City of Casper

ATTEST:

CITY OF CASPER, WYOMING,  
A municipal corporation,

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Bruce Knell  
Mayor

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Bruce Knell, as Mayor of the City of Casper, Wyoming.

	_____ (Signature of notarial officer)
--	--

My Commission Expires: \_\_\_\_\_

**Buyer's Signature Page**

Approved as to Form:

\_\_\_\_\_

ATTEST:

NATRONA COUNTY, WYOMING,

\_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Steven K. Freel  
Chairman

STATE OF WYOMING            )  
  ) ss.  
COUNTY OF NATRONA        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Steven K. Freel, as Chairman of the Natrona County Board of Commissioners.

	_____ (Signature of notarial officer)
--	--

My Commission Expires: \_\_\_\_\_

**Cover Page for Exhibit A  
(Legal Description of the Property)**



**EXHIBIT "A"**  
**NATRONA COUNTY 8 ACRE PARCEL**  
**Portion of the Highland Park Cemetery Addition No. 2**

A parcel of land located within a portion of the Highland Park Cemetery Addition No. 2, City of Casper, situate within a portion of the NW¼SE¼ of Section 10, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County, Wyoming, as shown on Exhibit B attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southwest corner of Highland Park Cemetery Addition No. 2, also being the southwest corner of the parcel being described, monumented by a brass cap and being the Point of Beginning;

Thence N00°52'03"W, along the west line of said Addition and the east line of South Conwell Street, a distance of 760.36 feet to the northwest corner of the parcel being described, monumented by an aluminum cap;

Thence N89°07'57"E, a distance of 665.26 feet to the northeast corner of the parcel being described located on the easterly line of the Highland Park Cemetery Addition No. 2, monumented by an aluminum cap;

Thence S42°34'48"W, along the easterly line of the Highland Park Cemetery Addition No. 2, a distance of 183.85 feet to an angle point, monumented by a brass cap;

Thence S20°20'22"W, along the easterly line of the Highland Park Cemetery Addition No. 2, a distance of 425.76 feet to an angle point, monumented by a brass cap;

Thence S07°56'05"W, along the easterly line of the Highland Park Cemetery Addition No. 2, a distance of 236.06 feet to the southeast corner of said Addition and the parcel being described, monumented by a brass cap;

Thence S89°40'44"W, along the south line of said Addition and the north line of Lots 1 and 2, Block 1, and Lot 1, Block 2, Casper View Addition to the City of Casper, a distance of 348.71 feet to the Point of Beginning.

The above described easement contains 8.00 acres, more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in February, 2023, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

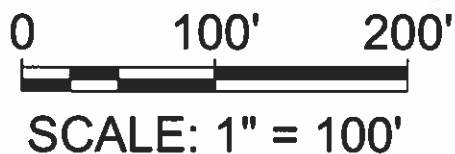
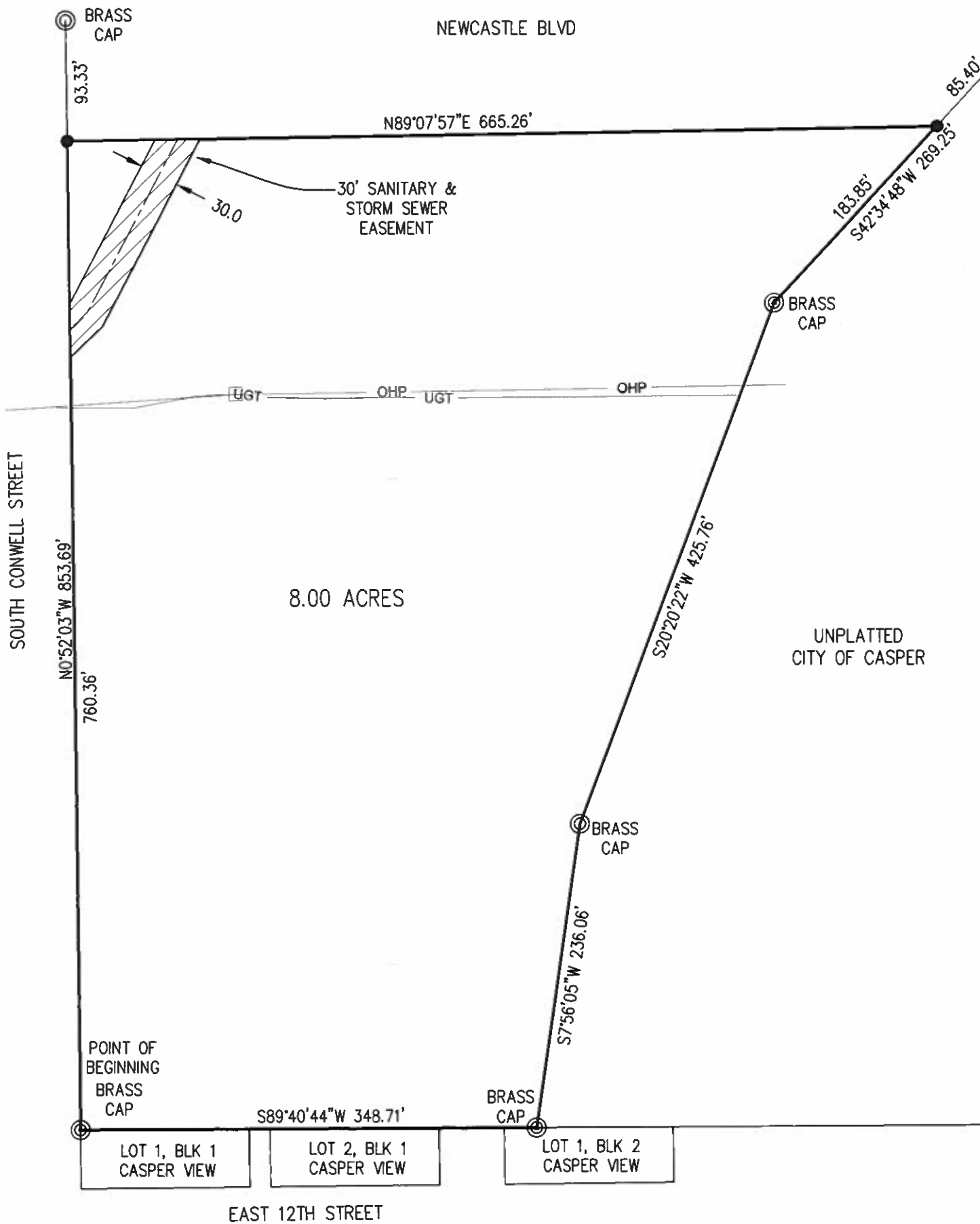


MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



**Cover Page for Exhibit B  
(Map of the Property)**

HIGHLAND PARK CEMETERY  
ADDITION NO. 2



LEGEND

- SET ALUMINIUM CAP
- ◎ FOUND MONUMENT AS NOTED

**EXHIBIT "B"**  
**COUNTY HEALTH PARCEL**  
Portion of  
Highland Park Cemetery Addition No. 2  
NW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 10  
T.33N., R.79W., 6th P.M.  
Casper, Wyoming  
April, 2023  
W.O. 23-111



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com

**Cover Page for Exhibit C  
(Seller's Reservation of Easement)**



**EXHIBIT "C"**  
**30' SANITARY SEWER AND STORM SEWER EASEMENT**  
**Portion of the Highland Park Cemetery Addition No. 2**

A thirty foot (30') wide strip of land designated as a Sanitary Sewer and Storm Sewer Easement, located within a portion of the Highland Park Cemetery Addition No. 2, City of Casper, situate within a portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 10, T.33N., R.79W., 6<sup>th</sup> P.M., Natrona County, Wyoming, as shown on Exhibit D attached hereto and by this reference made a part hereof and being fifteen feet (15') on each side of the following described center line:

Commencing at the southwest corner of Highland Park Cemetery Addition No. 2, monumented by a brass cap;

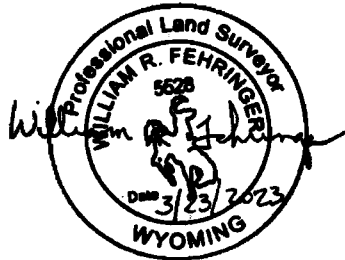
Thence N00°52'03"W, along the west line of said Addition and the east line of South Conwell Street, a distance of 614.84 feet to the Point of Beginning;

Thence N46°38'51"E, a distance of 17.38 feet to an angle point;

Thence N27°18'39"E, a distance of 151.77 feet to the Point of Termination, located on the north line of the 8 acre Natrona County Health Department parcel;

The above described easement contains 0.12 acres, (5074.39 S.F.) more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

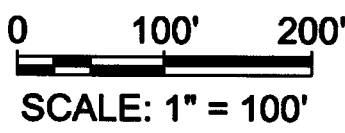
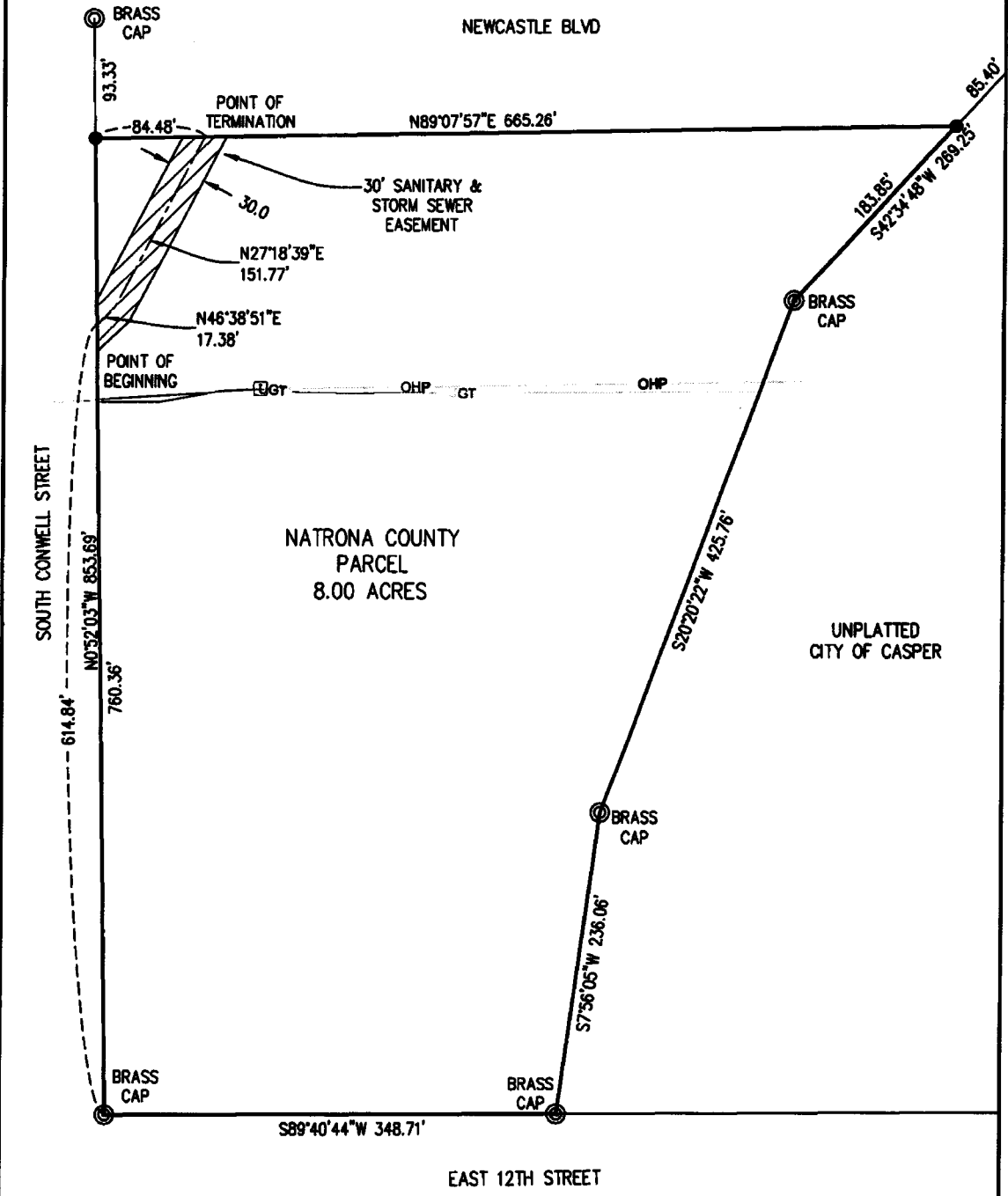
I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in February, 2023, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

**Cover Page for Exhibit D  
(Map of Seller's Reservation of Easement)**

HIGHLAND PARK CEMETERY  
ADDITION NO. 2



LEGEND

- SET ALUMINIUM CAP
- ⊙ FOUND MONUMENT AS NOTED



Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.8103  
www.cepi-casper.com

**EXHIBIT "D"**  
**30' WIDE SANITARY &  
STORM SEWER EASEMENT**  
Portion of  
Highland Park Cemetery Addition No. 2  
NW/SE/ Section 10  
T.33N., R.79W., 8th P.M.  
Casper, Wyoming  
February, 2023  
W.O. 23-111

RESOLUTION NO. 23-54\_\_\_

A RESOLUTION AUTHORIZING A REAL ESTATE PURCHASE AGREEMENT BETWEEN NATRONA COUNTY, WYOMING AND THE CITY OF CASPER, WYOMING REGARDING THE CITY'S SALE OF 8 ACRES, MORE OR LESS, OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF EAST 12<sup>TH</sup> STREET AND CONWELL STREET.

WHEREAS, the City of Casper/Natrona County Health Department (Heath Department) was established in 1954; and,

WHEREAS, since then, the City and County have jointly supported the Health Department for the benefit of the residents of Natrona County, including the necessary support of the poor under Article 16 § 6 of the Wyoming Constitution; and,

WHEREAS, the Health Department's current location and facilities are inadequate to meet the needs of the residents of Natrona County, and a new Health Center would be in the best interest of the citizens of Natrona County and residents of the City; and,

WHEREAS, the County applied for and has been awarded one-time federal funding, available through the State of Wyoming's ARPA program, which reduces the funding for which Natrona County taxpayers might otherwise be directly or indirectly responsible (Application); and,

WHEREAS, the Application refers to the new Health Center being about 8-acres of land owned by the City at the northeast corner of 12th Street and Conwell Street; and,

WHEREAS, the new Health Center is close to other medical facilities and would benefit residents of the County and City, including poor and low-income residents, and is consistent with the City's planning objectives; and,

WHEREAS, The parties agree that for and in consideration of one hundred dollars (\$100.00), substantial contribution by the County to the construction of the new Health Center, the future financial and other support of the Health Center, and other good and valuable consideration, it would be in the mutual best interests for the City to enter into a Real Estate Purchase Agreement between the City and County to transfer approximately 8-acres of land, described in the Real Estate Purchase Agreement, by Quitclaim Deed, to the County for the new Health Center; and,

WHEREAS, The parties agree that the fair market value of the Property is offset by the substantial consideration provided by the County to the City as described above; and,

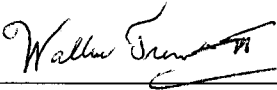
WHEREAS, The City has complied with Wyoming Statutes Section 15-1-112(b) regarding the disposal of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest a Real Estate Purchase Agreement and between City of Casper, Wyoming and Natrona County, Wyoming that describes transfer of approximately eight (8) acres of real property near 12<sup>th</sup> and Conwell Street to the County.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute the Quit Claim Deed and all documents pertaining to the closing of the property transaction referenced herein.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor



ORDINANCE NO. 5-23

AN ORDINANCE UPDATING AND AMENDING  
CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE,  
INCLUDING: SECTIONS 5.08.150 and 5.08.390.

WHEREAS, authority is granted to cities and towns by W.S. §15-1-103(a) (iv), (xiii) and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing body of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, incorporated cities, towns and counties within Wyoming are the entities which are charged with licensing, regulating and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. 12-4-101(a)); and,

WHEREAS, the Casper Municipal Code regarding alcohol beverages requires updating from time to time; and,

WHEREAS, In July of 2021 the State Statute was repealed preventing one person from owning two liquor licenses; and

WHEREAS, In July of 2017 the State statute was repealed for the hours of operation and allowed each municipality to determine hours of operation.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

**5.08.150 License holder restrictions.**

- A. A license or permit authorized by this chapter shall not be held by, issued or transferred to:
1. Any party who does not own the licensed building or hold a written lease for a period for which the license will be effective, containing an agreement by the lessor that alcoholic liquor or malt beverages may be sold upon the leased premises, except as provided by subdivision 2 of this subsection;
  2. Any licensee who fails to demonstrate that his licensed alcoholic or malt beverage enterprise will be operational in a planned but not physically functional building within one year after a license or permit has been issued or transferred, or if holding a license, fails to open his business in a functional building within one year after

license issuance or transfer. Upon a showing of good cause by the licensee and for an additional period of not to exceed one year, the local licensing authority may extend the time period in which the business or enterprise of the licensee is required to become operational for business pursuant to this subsection. Any license or permit in violation of this subsection shall not be renewed by the city council;

3. A manufacturer of alcoholic beverages or wholesaler of malt beverages; provided, however, this prohibition is not intended to prevent the manufacture from the sale of alcoholic beverages manufactured by the Casper licensed manufacturer or the sale of malt beverages under a microbrewery license issued pursuant to this Chapter or an off-premises permit pursuant to Section 5.08.105(B)(1) and (B)(2) and except as provided in Section 5.08.100(I).
4. A person under twenty-one years of age;
5. A college fraternity or organization created by one or more college fraternities;
6. A chamber of commerce;
7. A corporation or a limited liability company which has not qualified to do business in Wyoming;
8. An individual who is not a resident; or
9. Any partnership or group of two or more persons unless each individual interested, directly or indirectly, is a resident.
10. Except as provided in subsection 11 of this section, a license or permit authorized by this chapter shall not be renewed if the licensee or permittee did not, during the previous one-year term of the license or permit, purchase at least two hundred fifty dollars (\$250.00) of alcoholic or malt beverages from the commission or any authorized malt beverage wholesaler. A retail liquor license shall not be renewed if the licensee did not, during the previous one-year term of the license, purchase at least two thousand dollars (\$2,000.00) of alcoholic beverages from the division, excluding malt beverage purchases;
11. Subsection 10 of this section shall not apply to:
  - a. Any licensee or permittee having a planned but not physically functional building pursuant to subsection 3 of this section;
  - b. Holders of special permits issued under Sections 5.08.130 and 5.08.140 of this code.

**5.08.390 Hours of sale generally—Exceptions—Designation of dates for unrestricted operation.**

- A. All licensees shall be controlled by the following schedule for operating hours:
  1. A licensee may commence the selling, serving, or dispensing of alcoholic liquors or malt beverages at six a.m. and shall cease the sale of both alcoholic liquor and malt beverages promptly at the hour of two a.m. the following day. Any portion of any building used by the licensee for the selling, serving, dispensing, or consumption of

alcoholic liquors or malt beverages shall be cleared of all persons other than employees by two-thirty a.m. The licensee shall ensure that all consumption of alcoholic liquors or malt beverages has ceased by two-thirty a.m. within all areas of the licensed building, or in the case of resort licensees, within the boundary of the lot or lots under the ownership or lease by the licensee, other than in private hotel or motel rooms;

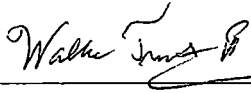
2. The hours of operating designated in subsection A of this section may be modified on no more than four days each calendar year by a resolution of the city council, designating those dates during city or county fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may continuously operate their licensed building, or licensed resort or club premises for a period of twenty-four hours beginning at six a.m.

PASSED on 1<sup>st</sup> reading the 4<sup>th</sup> day of April, 2023

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023

PASSED, APPROVED, AND ADOPTED on third and final reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



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ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Bruce Knell  
Mayor

April 7, 2023

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

FROM: Liz Becher, Community Development Director *CC*

SUBJECT: Consideration of a resolution approving a site plan for the construction/development of the WYO Sports Ranch

Meeting Type & Date:

Regular Council Meeting, April 18, 2023

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the site plan for the construction/development of the WYO Sports Ranch.

Summary:

WYO Complex has applied for site plan approval for the construction of a 130,720 square foot indoor sports facility to be located adjacent to, and directly north of, the Ford Wyoming Center. The City of Casper has executed a long-term lease for approximately 14.5-acres of property for the sports facility. The subject property is zoned PH (Park Historic), and the proposed use is a listed, permitted use, by right.

Access to the property will be off Events Drive, via established entrance points to the Ford Wyoming Center. As a stand-alone facility, a total of 571 parking spaces are required, and the site plan indicates that the site plan requirement has been met. In addition, the sports facility will share parking with the Ford Wyoming Center. A minimum of nine (9) ADA compliant parking spaces are required to serve the sports facility, and fourteen (14) have been provided.

The Municipal Code requires that a site of this size provide a minimum of six (6) percent of the land area as landscaping. Landscaped islands are required every fifteen (15) parking spaces. Buffering and street trees are required along all public street frontages. The landscape architect coordinated with the City of Casper Parks Division to determine the best species of plant materials that have the best chance of success at the site. In addition, the necessary irrigation for the site will be accommodated by an existing raw water system, which draws water from the river.

Stormwater drainage from the site will be detained on site and conveyed at historic levels through a combination of underground flow through a proposed storm sewer network, overland ditches, and curb and gutter, to detention reservoirs north of Events Drive. An engineered drainage study was submitted and approved by the City Engineer.

Site lighting will consist of a combination of thirty (30) foot tall area lights, twelve (12) foot high pedestrian lights, and wall packs located on the structure. All light fixtures will be full cutoff to ensure that all lighting stays on the site.

A traffic study was recently completed, and concluded that all intersections in the surrounding area would operate at a level of service (LOS) "B" or better, and access/traffic management is adequate. There were no recommended on or off-site traffic improvements necessary to accommodate the project, as it is designed/submitted.

There were no public comments on this case. The Planning and Zoning Commission voted 6-0 to approve the site plan, and forward a "do-pass" recommendation to the City Council. There were no recommended conditions of approval.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution

Vicinity Map/Aerial

Site Plan

# WYO SPORTS RANCH, CASPER, WY

## CITY OF CASPER SITE PLAN SUBMITTAL

IN PROGRESS  
NOT FOR  
CONSTRUCTION  
  
**TALLGRASS**  
 LANDSCAPE ARCHITECTURE  
 215 S. 10th Street, Suite 100  
 Casper, WY 82601  
 307.265.3611  
 tallgrasslandscape.com

SHEET INDEX		
NO.	SHEET NO.	SHEET NAME
1	0.00	COVER
2	1.05	SITE SURVEY
3	1.08	OVERALL SITE PLAN
4	1.10	SURFACING PLAN EAST
5	1.11	SURFACING PLAN WEST
6	1.15	GRADING PLAN EAST
7	1.17	GRADING PLAN WEST
8	1.20	PROPOSED UTILITIES OVERALL LAYOUT
9	1.25	SITE UTILITY SERVICES
10	1.50	LANDSCAPE SURFACING PLAN
11	1.51	TREE PLANTING PLAN EAST
12	1.52	TREE PLANTING PLAN WEST
13	1.53	DETAILED PLANTING PLAN
14	5.10	OVERALL BUILDING ELEVATIONS
15	16.01	ELECTRICAL SITE PLAN
16	16.02	ELECTRICAL SITE PLAN



WYO SPORTS RANCH: LOCATION MAP  
SCALE: 1"=400'

### PROJECT DESIGNERS

**OWNER'S AUTHORIZED REPRESENTATIVE**  
 Anthony Jacobsen, Architect  
 STATELINE NO. 7 ARCHITECTS  
 444 South Center Street  
 Casper, Wyoming 82601  
 307-265-3611  
 www.stateline7.com

**WLC ENGINEERING AND SURVEYING**  
 Justin Stearns, P.E.  
 Project Engineer  
 200 Pronghorn St.  
 Casper, WY 82601  
 307-266-2524

**ENGINEERING DESIGN ASSOCIATES**  
 Monte Schaff, P.E.  
 Electrical Engineer  
 1607 Cy Avenue, Suite 303  
 Casper, Wyoming 82604  
 (307) 266-5033

**TALLGRASS LANDSCAPE ARCHITECTURE**  
 Tanya Olson, PLA  
 Landscape Architect  
 413 North 4th Street  
 Custer, SD 57730  
 605-673-3167

### SITE PLAN - CITY SUBMITTAL CHECK LIST

1. SIGNED APPLICATION AND FEE.
2. LEGAL DESCRIPTION AND COMMON ADDRESSES OF THE PROPOSED SITE
3. TITLE BLOCK STATING NAME OF PROJECT, DESIGNER, AND ADDRESS AND TELEPHONE NUMBER OF DESIGNER.
4. SURROUNDING LAND USES, BUILDINGS, AND ZONING ON ALL ADJUTING SIDES INCLUDING THOSE LANDS SEPARATED FROM THE LAND UNDER CONSIDERATION BY A STREET, ALLEY, OR OTHER ROADWAY.
5. CURRENT ZONING OF THE LAND UNDER CONSIDERATION AND PROPOSED ZONING IF APPLICABLE. CURRENT ZONING, PH. PARK HISTORIC, PROPOSED ZONING, PH. PARK HISTORIC.
6. NORTH ARROW, SCALE OF SITE PLAN AT A SCALE OF 1"=10' OR A MULTIPLE THEREOF, AND DATE SITE PLAN WAS PREPARED AS SHOWN.
7. LOT OR PARCEL DIMENSIONS AS SHOWN.
8. DIMENSIONS OF ALL SETBACKS AND HEIGHTS OF ALL PROPOSED BUILDINGS/STRUCTURES.
  - 8.1. SETBACKS: 10' FROM PUBLIC R.O.W. (PENDING CITY COUNCIL APPROVAL OF ZONING RULES CHANGE)
  - 8.2. HEIGHTS: SEE ARCHITECT ELEVATIONS
9. LOCATION AND DIMENSIONS OF ALL PROPOSED OFF-STREET LOADING DOCK AREAS, INCLUDING STREET ACCESS AND TRAFFIC FLOW TO THESE AREAS AS SHOWN.
10. LOCATION OF ALL TRASH RECEPTACLES, METHOD OF SCREENING/ENCLOSURE, AND SELECTION OF CONCRETE AND AS SHOWN.
11. LOCATIONS AND TYPES OF ALL ADVERTISING SIGNS AND FENCES (SIGNAGE AS SHOWN, FENCING AS SHOWN).
12. ANY SCREENING, BUFFERING, OR SCREENING DEVICES USED TO MINIMIZE OR ELIMINATE AREAS WHICH TEND TO BE UNDESIRABLE, AS SHOWN OR SET AND PLANTING PLANS.
13. LOCATION AND TYPE OF EXISTING AND PROPOSED EXTERIOR LIGHTING (FULL CUTOFF FIXTURES REQUIRED) AS SHOWN.
14. NAMES AND WIDTHS OF ALL ADJUTING STREETS, DIMENSIONS AND LOCATION OF ALL PUBLIC AND PRIVATE ROADWAYS RELATIVE TO PROPERTY LINES, STREETS, OR DRIVEWAYS, BOTH PAVED AND UNPAVED, INCLUDE RIGHTS-OF-WAY, PAVEMENT WIDTH, AND PROPOSED USES OF RIGHTS-OF-WAY AS SHOWN.
15. LOCATION AND DIMENSIONS OF EXISTING AND PROPOSED CURBS/CUTS AND SIDEWALKS AS SHOWN.
16. OFF-STREET PARKING SPACES, LOCATIONS AND DIMENSIONS, LAYOUT, TRAFFIC CONTROL, COMPACT AND HANDICAP PARKING SPACES, INCLUDING ALL SURFACE MARKINGS SUCH AS DIRECTIONAL ARROWS.
17. LOCATION OF ALL WHEEL STOPS, BUMPER GUARDS, AND CURBING WARRANTED BY TOPOGRAPHY OR TRAFFIC AND PEDESTRIAN CIRCULATION AS SHOWN.
18. TYPES OF GROUND OR YARD SURFACING THROUGHOUT: GRASS, PAVING, GRAVEL, ETC. AS SHOWN.
19. EXISTING AND PROPOSED EASEMENTS (ON SITE, AND OFF-SITE WHEN NECESSARY) TO THE DEVELOPMENT AS SHOWN.
20. VICINITY LOCATION MAP AT A SCALE OF 1"=400' CLEARLY INDICATING THE LOCATION OF THE LAND IN QUESTION WITH RESPECT TO A LARGER RECOGNIZABLE AREA AS SHOWN.
21. GENERAL NOTES TO INCLUDE SUMMARY OF:
  - A. TOTAL LAND AREA IN ACRES OR SQUARE FEET
  - B. TOTAL BUILDING FOOTPRINT IN SQUARE FEET
  - C. PERCENTAGE OF LAND COVERED BY BUILDINGS
  - D. BUILDING HEIGHTS
  - E. NUMBER OF STORIES AND TOTAL SQUARE FOOTAGE OF LEASEABLE SPACE (FLOOR AREA)
  - F. NUMBER OF PARKING SPACES REQUIRED. SEE PARKING SUMMARY
  - G. NUMBER OF DWELLING UNITS, IF APPLICABLE
  - H. DENSITY OF DWELLING UNITS PER ACRE
  - I. TOTAL NUMBER OF PARKING SPACES PROPOSED. SEE PARKING SUMMARY
  - J. TOTAL NUMBER OF OFF-STREET PARKING SPACES REQUIRED BY CODE
  - K. TOTAL NUMBER OF ADA-COMPLIANT PARKING SPACES
  - L. SQUARE FOOTAGE OF ALL LANDSCAPED AREAS
  - M. PERCENTAGE OF SITE COVERED BY LANDSCAPING
  - N. PERCENTAGE OF LANDSCAPING THAT IS ORGANIC/IRRIGATED VS. INORGANIC/NO-IRRIGATED
  - O. AREA TO BE DISTURBED BY GRADING OR CONSTRUCTION
  - P. FLOOD ZONE DESIGNATION
22. NUMBERING OF ITEMS ON THE SITE PLAN TO CORRESPOND TO ITEMS ON THIS CHECKLIST AS SHOWN.
23. EXISTING AND PROPOSED CONTOURS. CONTOUR INFORMATION SHALL EXTEND 25' INTO ADJUTING PROPERTIES TO REPRESENT DRAINAGE BY STEM CONTINUITY AS SHOWN.
24. SURFACE DRAINAGE STUDY FOR SITES OF 10,000 SQUARE FEET OR MORE, BASED ON THE RESULTS OF THE STUDY, THE APPLICANT MAY BE REQUIRED TO CONTRIBUTE TO OFF-SITE DRAINAGE IMPROVEMENTS. (SEE DRAINAGE STUDY INCLUDED WITH SUBMITTA).
25. PAVEMENT DESIGN REPORT FOR PARKING AND DRIVING AREAS. SEE GEOTECHNICAL REPORT.
26. LOCATION, TYPE AND SIZE OF ALL EASEMENTS AS SHOWN.
27. LOCATION OF ALL EXISTING AND PROPOSED UTILITIES, INCLUDING MAINS AND SERVICE LINES AS SHOWN.
28. ARCHITECTURAL/BUILDING ELEVATIONS/RENDERINGS ATTACHED.
29. DETAILED LANDSCAPING PLAN SHOWING LOCATIONS, TYPES, SIZES, AND NUMBER OF ALL PLANT MATERIALS ATTACHED.
30. INCLUDE NUMBER OF ESTIMATED TRIPS PER HOUR ACCORDING TO THE ITE MANUAL. IF THE PROPOSED USE GENERATES MORE THAN 75 TRIPS PER HOUR, A TRAFFIC STUDY IS REQUIRED AS OUTLINED IN SECTION 16.26.03(B) OF THE CASPER MUNICIPAL CODE. BASED ON THE RESULTS OF THE STUDY, THE APPLICANT MAY BE REQUIRED TO CONTRIBUTE TO OFF-SITE TRAFFIC IMPROVEMENTS. PEAK HOUR TRIPS WILL EXCEED 75. TRAFFIC STUDY HAS BEEN INITIATED THROUGH CITY ENGINEERING.

**WYO SPORTS RANCH**  
 T.B.D.  
 CASPER, WYOMING 82601



**PROJECT NUMBER**  
21-007

**DATE**  
FEB. 3, 2023

**DRAWN BY**  
Author

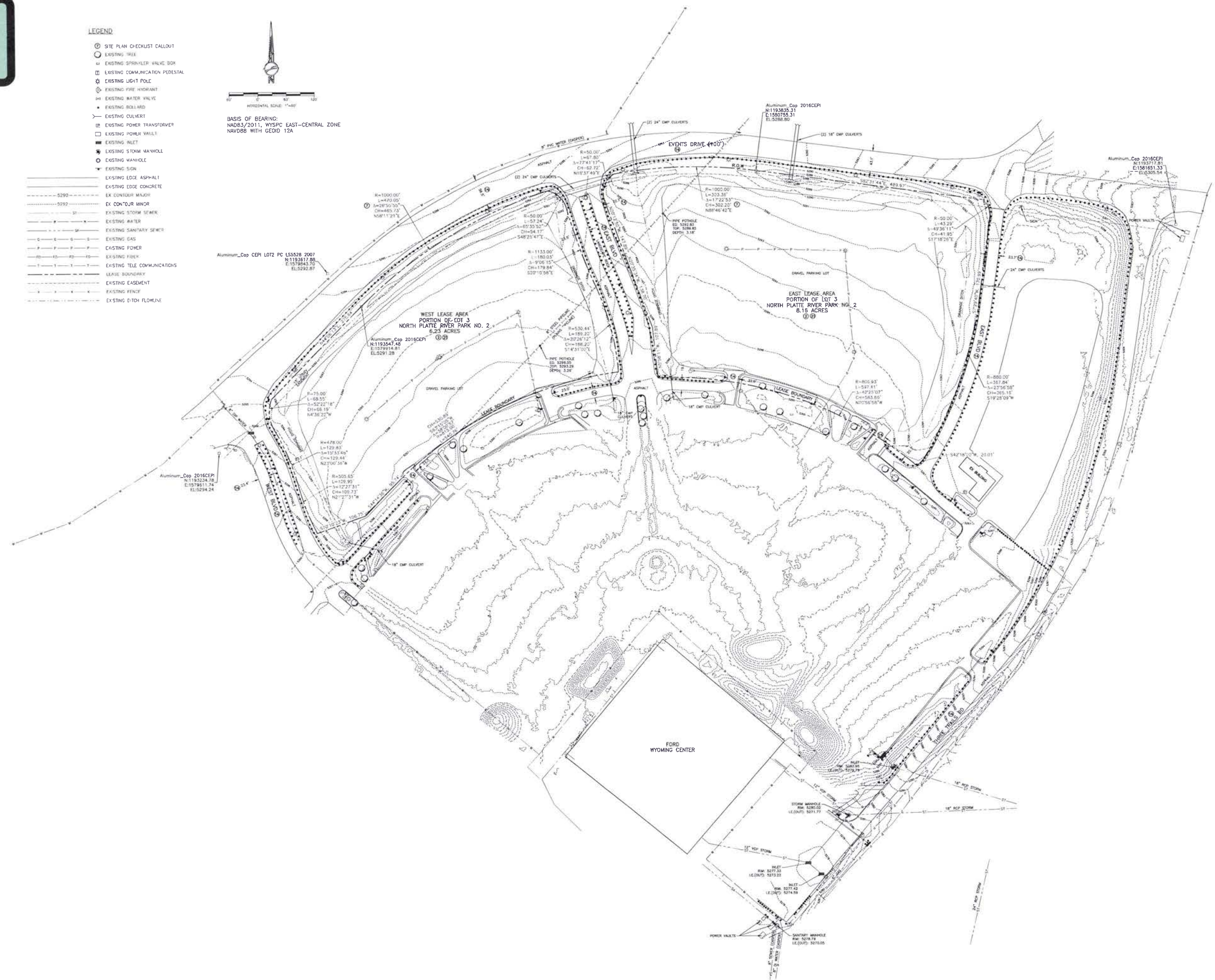
**DISK ID.**

**SHEET TITLE**  
SHEET NAME  
COVER  
SHEET-CITY  
SUBMITTAL

**SHEET NUMBER**

0.00

- LEGEND**
- ⊙ SITE PLAN O-ECKUST CALLOUT
  - EXISTING TREE
  - ⊞ EXISTING SPRINKLER VALVE BOX
  - ⊞ EXISTING COMMUNICATION PEDESTAL
  - ⊞ EXISTING LIGHT POLE
  - ⊞ EXISTING FIRE HYDRANT
  - ⊞ EXISTING WATER VALVE
  - ⊞ EXISTING BOLLARD
  - ⊞ EXISTING CULVERT
  - ⊞ EXISTING POWER TRANSFORMER
  - ⊞ EXISTING POWER VAULT
  - ⊞ EXISTING INLET
  - ⊞ EXISTING STORM MANHOLE
  - ⊞ EXISTING MANHOLE
  - ⊞ EXISTING SIGN
  - EXISTING EDGE ASPHALT
  - EXISTING EDGE CONCRETE
  - EX CONTOUR MAJOR
  - EX CONTOUR MINOR
  - EXISTING STORM SEWER
  - EXISTING WATER
  - EXISTING SANITARY SEWER
  - EXISTING GAS
  - EXISTING POWER
  - EXISTING FIBER
  - EXISTING TELE COMMUNICATIONS
  - LEASE BOUNDARY
  - EXISTING EASEMENT
  - EXISTING FENCE
  - EXISTING D-TCH FLOWLINE



IN PROGRESS  
 NO FOR  
 CONSTRUCTION

WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601

Staceline No 7  
 S.T.A.C.E.L.I.N.E.  
 SURVEYING & ENGINEERING, P.C.  
 1000 N. GARDNER ST. SUITE 100  
 CASPER, WYOMING 82401  
 TEL: 307.234.1111  
 FAX: 307.234.1112  
 WWW.STACELINE7.COM



PROJECT NUMBER  
 21-007

DATE  
 FEB. 3, 2023

DRAWN BY  
 JS

DISK ID.

SHEET TITLE  
 SITE SURVEY

SHEET NUMBER  
 1.05



**ITEM 21: SITE SUMMARY**

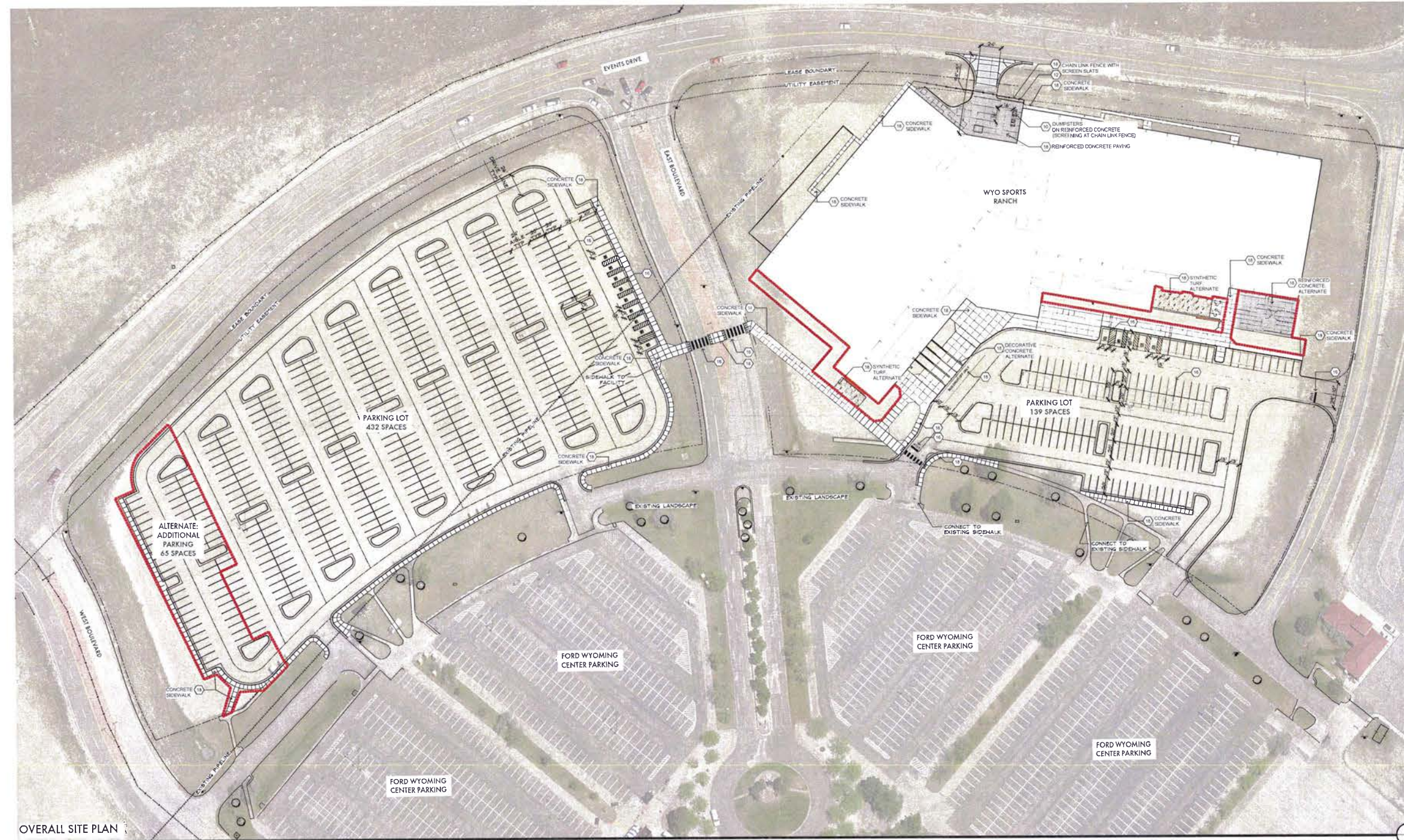
CHECKLIST	DESCRIPTION	QUANTITIES
A.	TOTAL LAND AREA	14.5 ACRES 8.13 ACRES (PORTION OF TRACT 4) EAST 6.37 ACRES (WEST LEASE AREA 1 PORTION OF TRACT 4)
B.	TOTAL BUILDING FOOTPRINT	130,720 SF
C.	PERCENTAGE OF LAND COVERED BY BUILDING	20.7%
D.	BUILDING HEIGHT(S)	62'-8", 47'-0"
E.	NUMBER OF STORIES & TOTAL SQUARE FOOTAGE OF LEASABLE SPACE	SINGLE STORY 130,720 SF
F.	NUMBER OF PARKING SPACES REQUIRED	571
G.	NUMBER OF DWELLING UNITS, IF APPLICABLE	N/A
H.	DENSITY OF DWELLING UNITS PER ACRE	N/A
I.	TOTAL NUMBER OF PARKING SPACES PROPOSED	571
J.	TOTAL NUMBER OF OFF-STREET PARKING SPACES REQUIRED BY CODE	571
K.	TOTAL NUMBER OF ADA-COMPLIANT PARKING SPACES	14
L.	SQUARE FOOTAGE OF ALL LANDSCAPED AREAS	SEE PLANTING PLAN
M.	PERCENTAGE OF SITE COVERED BY LANDSCAPING	SEE PLANTING PLAN
N.	PERCENTAGE OF LANDSCAPING THAT IS ORGANIC/IRRIGATED 100% (ORGANIC/IRRIGATED VS. INORGANIC/DECORATIVE)	ORGANIC / IRRIGATED 100% (PARKING LOT ISLANDS AND SOME PLANTING BEDS ARE IRRIGATED BUT HAVE ORGANIC MULCH, SEE PLANTING PLANS)
O.	AREA TO BE DISTURBED BY GRADING OR CONSTRUCTION	14.5 ACRES
P.	FLOOD ZONE DESIGNATION	NONE

**ITEM 21 F: PARKING SUMMARY**

EXISTING PARKING	N/A
REQUIRED PARKING SUMMARY	571 SPACES*
SPORTS CLUB DESIGNATION	437 SPACES FOR EVERY 1,000 SF OF BUILDING
NO. OF SPACES PROPOSED	571
ADDITIONAL PARKING (ALT.)	85
EAST PARKING LOT	
STANDARD PARKING SPACES	134
STANDARD ADA PARKING SPACES	4
ADA VAN PARKING SPACES	1
WEST PARKING LOT	
STANDARD PARKING SPACES	427
STANDARD ADA PARKING SPACES	7
VAN PARKING SPACES	2
ADDITIONAL PARKING (ALT.)	85
PARKING SPACE DIMENSIONS	
STANDARD PARKING SPACE	9'x20'
ADA PARKING SPACE	9'x20' PLUS 90" W/ AISLE
ADA VAN PARKING SPACE	9'x20' PLUS 90" W/ AISLE

**ALTERNATE NOTES**

SYMBOL	DESCRIPTION
	ALTERNATE AREAS NOTED ON PLANS INDICATE AREAS THAT ARE IN ADDITION TO CITY OF CASPER REQUIREMENTS AND MAY OR MAY NOT BE CONSTRUCTED AS SHOWN.



**OVERALL SITE PLAN**

IN PROGRESS  
 NOT FOR  
 CONSTRUCTION

**TALLGRASS**  
 LANDSCAPE ARCHITECTURE  
 1000 N. GARDEN AVENUE, SUITE 100  
 CASPER, WYOMING 82401  
 TEL: 307.234.1111  
 WWW.TALLGRASSLANDSCAPE.COM

**WYO SPORTS RANCH**  
 T.R.I.D.  
 CASPER, WYOMING 82601

**Stateline No 7**  
 ARCHITECTS  
 1000 N. GARDEN AVENUE, SUITE 100  
 CASPER, WYOMING 82401  
 TEL: 307.234.1111  
 WWW.STATELINEARCHITECTS.COM

**PROJECT NUMBER**  
 21-007

**DATE**  
 FEB. 3, 2023

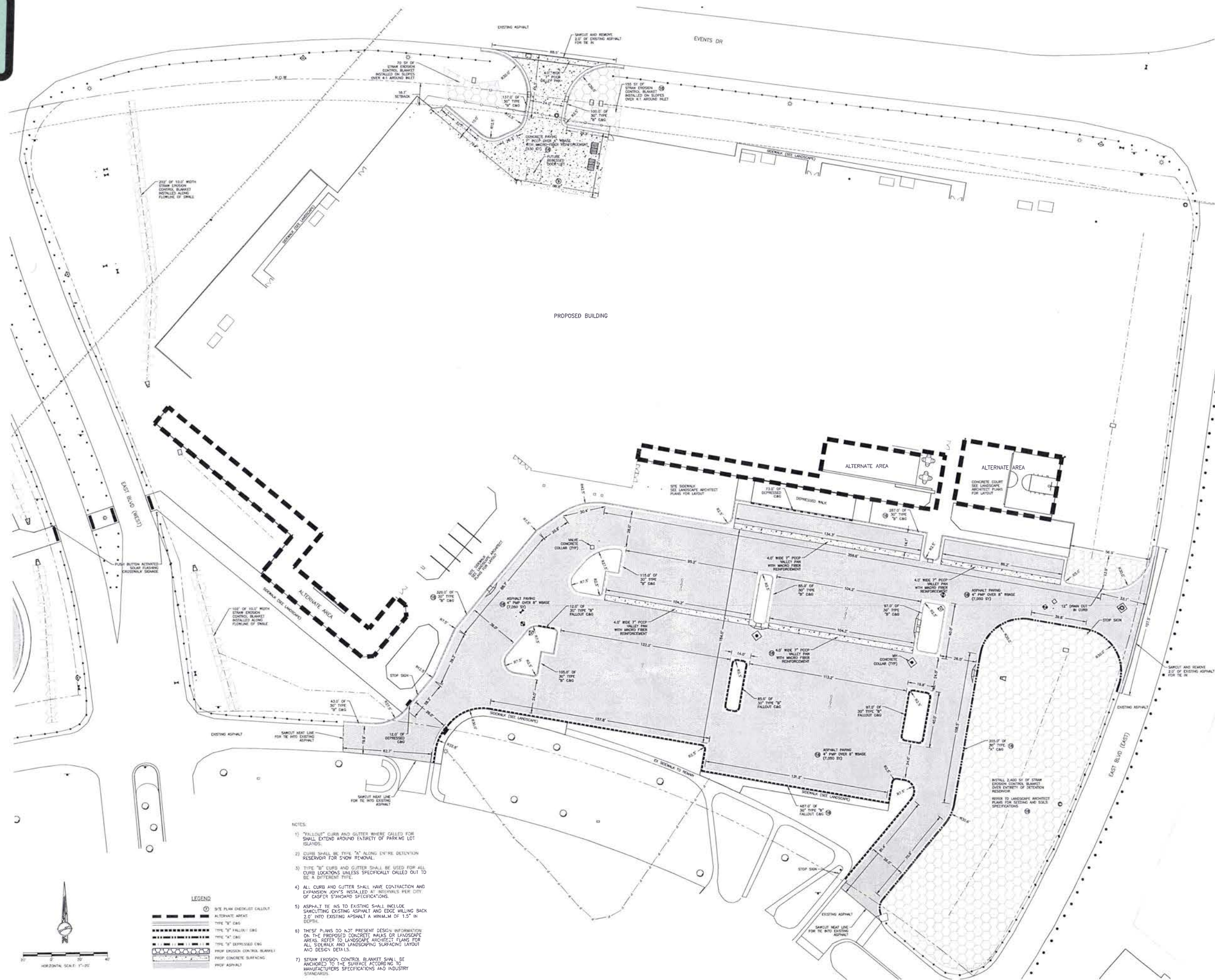
**DRAWN BY**  
 Author

**DISK ID.**

**SHEET TITLE**  
 SHEET NAME  
 OVERALL SITE PLAN

**SHEET NUMBER**

**1.08**



- NOTES:
- "FALLOUT" CURB AND GUTTER WHERE CALLED FOR SHALL EXTEND AROUND ENTIRETY OF PARKING LOT ISLANDS.
  - CURB SHALL BE TYPE "A" ALONG ENTIRE DETENTION RESERVOIR FOR SNOW REMOVAL.
  - TYPE "B" CURB AND GUTTER SHALL BE USED FOR ALL CURB LOCATIONS UNLESS SPECIFICALLY CALLED OUT TO BE A DIFFERENT TYPE.
  - ALL CURB AND GUTTER SHALL HAVE CONTRACTION AND EXPANSION JOINTS INSTALLED AT INTERVALS PER CITY OF CASPER STANDARD SPECIFICATIONS.
  - ASPHALT TIE INS TO EXISTING SHALL INCLUDE SMOOTHING EXISTING ASPHALT AND EDGE MILLING BACK 2.0' INTO EXISTING ASPHALT A MINIMUM OF 1.5" IN DEPTH.
  - THESE PLANS DO NOT PRESENT DESIGN INFORMATION ON THE PROPOSED CONCRETE WALKS OR LANDSCAPE AREAS. REFER TO LANDSCAPE ARCHITECT PLANS FOR ALL SIDEWALK AND LANDSCAPING SURFACING LAYOUT AND DESIGN DETAILS.
  - STRAW EROSION CONTROL BLANKET SHALL BE ANCHORED TO THE SURFACE ACCORDING TO MANUFACTURERS SPECIFICATIONS AND INDUSTRY STANDARDS.

LEGEND

	SITE PLAN CHECKLIST CALLOUT
	ALTERNATE AREAS
	TYPE "B" CURB
	TYPE "A" FALLOUT CURB
	TYPE "A" CURB
	TYPE "B" DEPRESSED CURB
	STRAW EROSION CONTROL BLANKET
	PROP CONCRETE SURFACING
	PROP ASPHALT



IN PROGRESS  
NOT FOR  
CONSTRUCTION

WYO SPORTS RANCH  
T.B.D.  
CASPER, WYOMING 82601

Staline, No. 7  
S.T. STALINE, INC.  
REGISTERED PROFESSIONAL ENGINEER  
NO. 10001  
STATE OF WYOMING  
1997 - 2024

WLC  
WYOMING LAND CONSTRUCTION  
1997 - 2024

PROJECT NUMBER  
21-007

DATE  
FEB. 3, 2023

DRAWN BY  
JLS

DISK ID.

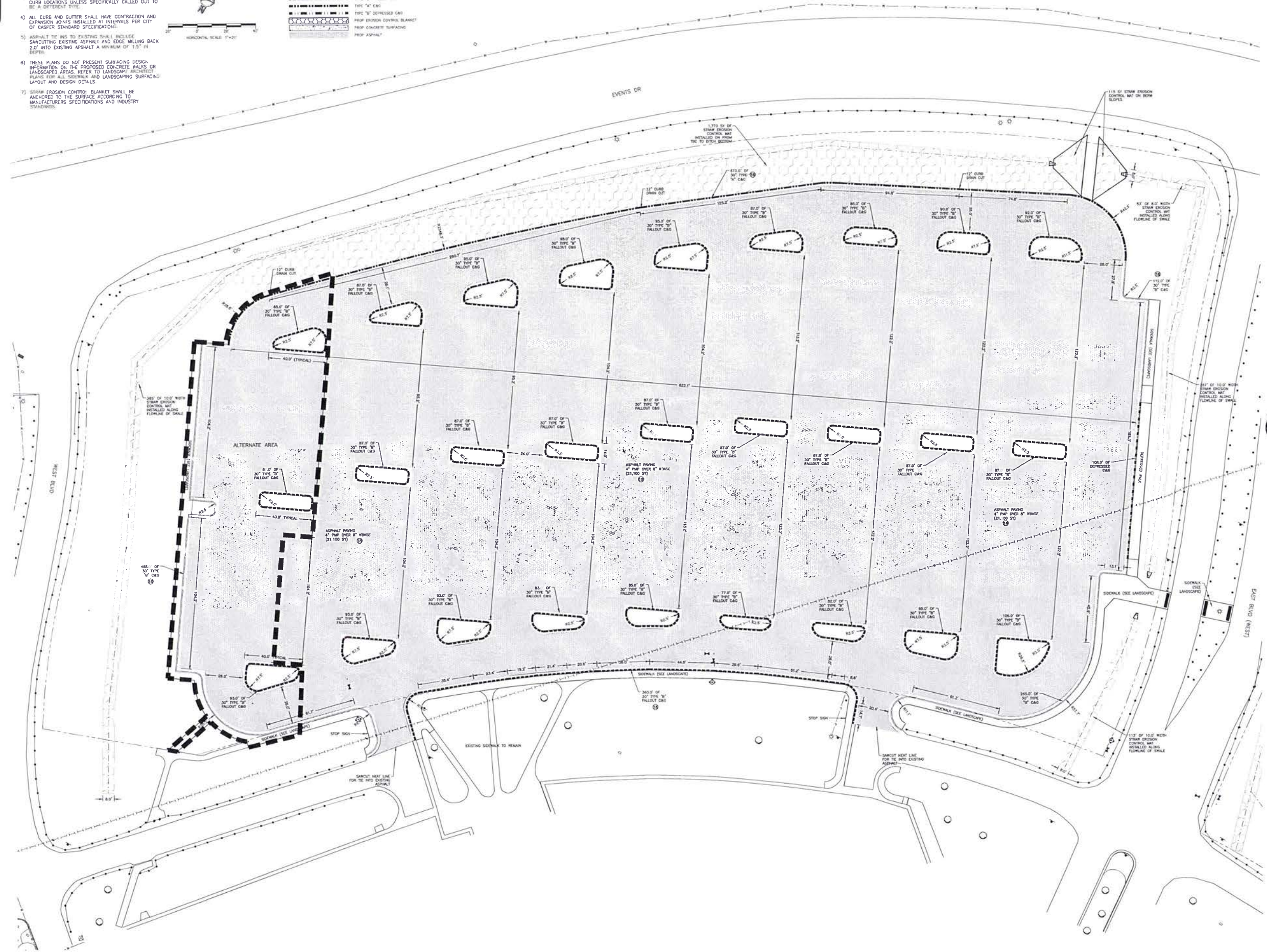
SHEET TITLE  
SURFACING PLAN  
EAST  
(REVISED 2-23-23)  
(REVISED 3-2-23)

SHEET NUMBER

1.10

NOTES:

- 1) "FALLOUT" CURB AND GUTTER WHERE CALLED FOR SHALL EXTEND AROUND ENTIRETY OF PARKING LOT SLABS.
- 2) CURBS SHALL BE TYPE "B" ALONG THE ENTIRE NORTH-END FOR SNOW REMOVAL.
- 3) TYPE "B" CURBS AND GUTTER SHALL BE USED FOR ALL CURB LOCATIONS UNLESS SPECIFICALLY CALLED OUT TO BE A DIFFERENT TYPE.
- 4) ALL CURBS AND GUTTER SHALL HAVE CONTRACTION AND EXPANSION JOINTS INSTALLED AT INTERVALS PER CITY OF CASPER STANDARD SPECIFICATIONS.
- 5) ASPHALT TO BE IN TO EXISTING SHALL INCLUDE SAWCUTTING EXISTING ASPHALT AND EDGE MILLING BACK 2.0" INTO EXISTING ASPHALT A MINIMUM OF 1.5" IN DEPTH.
- 6) THESE PLANS DO NOT PRESENT SURFACING DESIGN INFORMATION ON THE PROPOSED CONCRETE WALKS OR LANDSCAPED AREAS. REFER TO LANDSCAPE ARCHITECT PLANS FOR ALL SIDEWALK AND LANDSCAPING SURFACING LAYOUT AND DESIGN DETAILS.
- 7) STREAM EROSION CONTROL BLANKET SHALL BE ANCHORED TO THE SURFACE ACCORDING TO MANUFACTURERS SPECIFICATIONS AND INDUSTRY STANDARDS.



IN PROGRESS  
 NOT FOR  
 CONSTRUCTION

WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601



PROJECT NUMBER  
 21-037

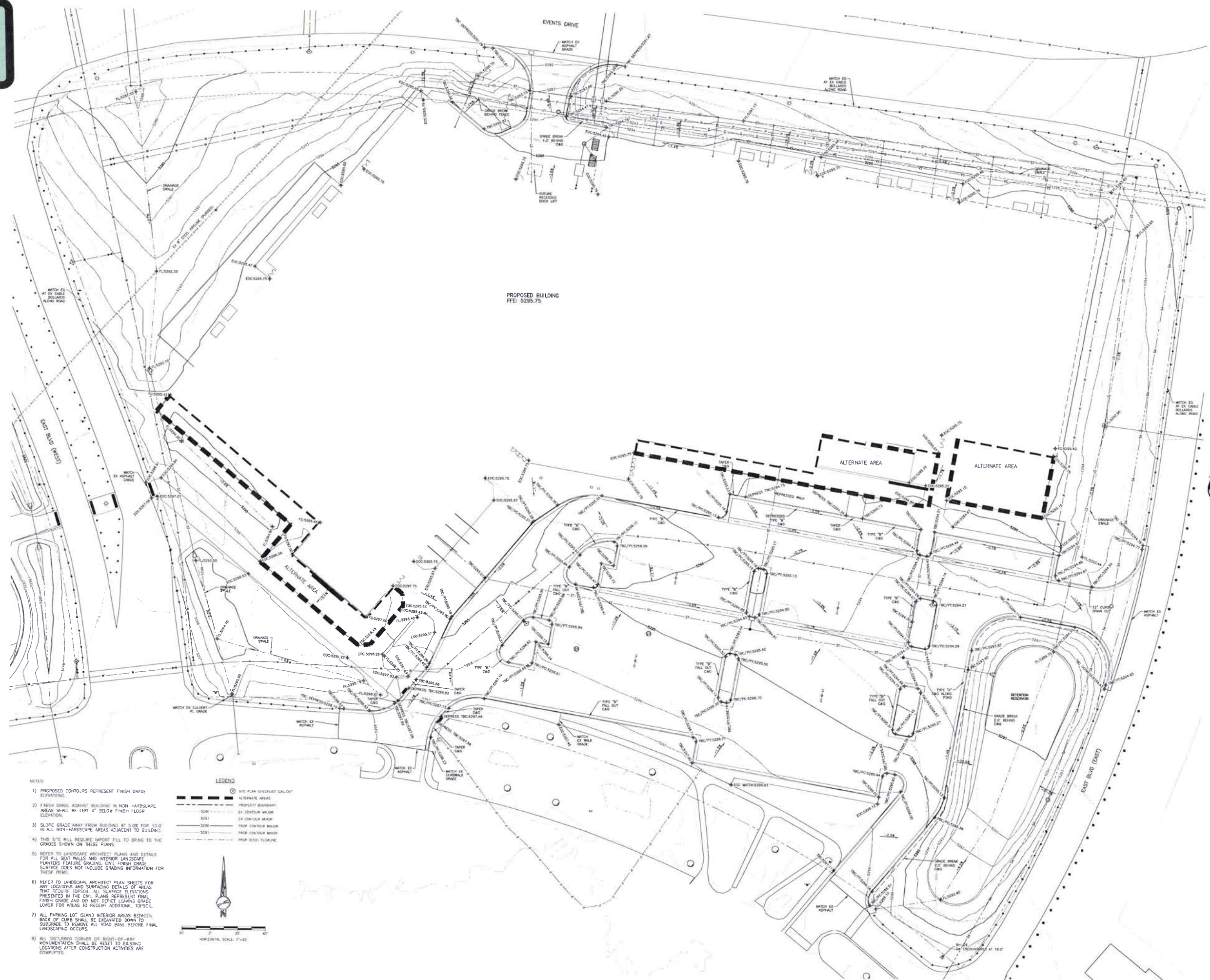
DATE  
 FEB. 3, 2023

DRAWN BY  
 JIS

DISK ID.

SHEET TITLE  
 SURFACING PLAN  
 WEST  
 (REVISED 2-23-23)  
 (REVISED 3-2-23)

SHEET NUMBER  
 1.11



- NOTES:
- 1) PROPOSED CONTOURS REPRESENT FINISH GRADE ELEVATIONS.
  - 2) FINISH GRADES AGAINST BUILDING IN NON-HANDSCAPE AREAS SHALL BE LEFT 4" BELOW FINISH GRADE ELEVATION.
  - 3) SLOPE GRADE AWAY FROM BUILDING AT 5.0% FOR 10.0' IN ALL NON-HANDSCAPE AREAS ADJACENT TO BUILDING.
  - 4) THIS SITE WILL REQUIRE IMPORT FILL TO BRING TO THE GRADES SHOWN ON THESE PLANS.
  - 5) REFER TO LANDSCAPE ARCHITECT PLANS AND DETAILS FOR ALL SEAT WALLS AND INTERIOR LANDSCAPE PLANTERS FEATURE GRADING. CIVIL FINISH GRADE SURFACE DOES NOT INCLUDE GRADING INFORMATION FOR THESE ITEMS.
  - 6) REFER TO LANDSCAPE ARCHITECT PLAN SHEETS FOR ANY LOCATIONS AND SURFACING DETAILS OF AREAS THAT REQUIRE TOPSOIL. ALL SURFACE ELEVATIONS PRESENTED IN THE CIVIL PLANS REPRESENT FINAL FINISH GRADE AND DO NOT EXPLICIT LEAVING GRADE LOWER FOR AREAS TO RECEIVE ADDITIONAL TOPSOIL.
  - 7) ALL PARKING LOT ISLAND INTERIOR AREAS BETWEEN BACK OF CURB SHALL BE EXCAVATED DOWN TO SUBGRADE TO REMOVE ALL ROAD BASE BEFORE FINAL LANDSCAPING OCCURS.
  - 8) ALL DISTURBED CORNER OR RIGHT-OF-WAY MONUMENTATION SHALL BE RESET TO EXISTING LOCATIONS AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED.

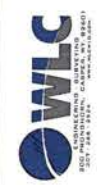
**LEGEND**

⊕	SITE PLAN 10-EXIST GROUND
---	ALTERNATE AREAS
- - - -	PROPERTY BOUNDARY
---	EX CONTOUR MAJOR
---	EX CONTOUR MINOR
---	PROP CONTOUR MAJOR
---	PROP CONTOUR MINOR
---	PROP SITE FLOORLINE

HORIZONTAL SCALE: 1"=20'

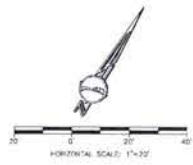
IN PROGRESS  
 NOT FOR  
 CONSTRUCTION

WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601



PROJECT NUMBER	21-007
DATE	FEB. 3, 2023
DRAWN BY	J.S.
DISK ID.	
SHEET TITLE	GRADING PLAN (EAST) (REVISED 3-2-23)
SHEET NUMBER	1.15

- NOTES:
- 1) PROPOSED CONTOURS REPRESENT FINISH GRADE ELEVATIONS.
  - 2) THIS SITE WILL REQUIRE IMPACT FILL TO BRING TO THE GRADES SHOWN ON THESE PLANS.
  - 3) REFER TO LANDSCAPE ARCHITECT PLANS AND DETAILS FOR ALL LANDSCAPE ISLAND PLANTERS INTERIOR FINISHING. CIVIL FINISH GRADE SURFACE DOES NOT INCLUDE GRADING INFORMATION FOR THESE ITEMS.
  - 4) REFER TO LANDSCAPE ARCHITECT PLAN SHEETS FOR ANY LOCATIONS AND SURFACING DETAILS OF AREAS THAT REQUIRE TOPSOIL. ALL SURFACE ELEVATIONS PRESENTED IN THE CIVIL PLANS REPRESENT FINAL FINISH GRADE AND DO NOT IMPACT LEAVING GRADE LOWEP FOR AREAS TO RECEIVE ADDITIONAL TOPSOIL.
  - 5) ALL PARKING LOT ISLAND INTERIOR AREAS BETWEEN BACK OF CURB SHALL BE EXCAVATED DOWN TO SUBGRADE TO REMOVE ALL ROAD BASE, BEFORE FINAL LANDSCAPING OCCURS.
  - 6) ALL DISTURBED CORNER OF RIGHT-OF-WAY MONUMENTATION SHALL BE RESET TO EXISTING LOCATIONS AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED.



**LEGEND**

Symbol	Description
⊙	SITE PLAN CHECKLIST CALLOUT
---	ALTERNATE AREA
---	PROPERTY BOUNDARY
---	EX CONTOUR MAJOR
---	EX CONTOUR MINOR
---	PROP CONTOUR MAJOR
---	PROP CONTOUR MINOR
---	PROP DITCH FUTURE



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 CONSTRUCTION

WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601

Stalpine No 7  
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PROJECT NUMBER  
 21-007

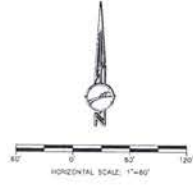
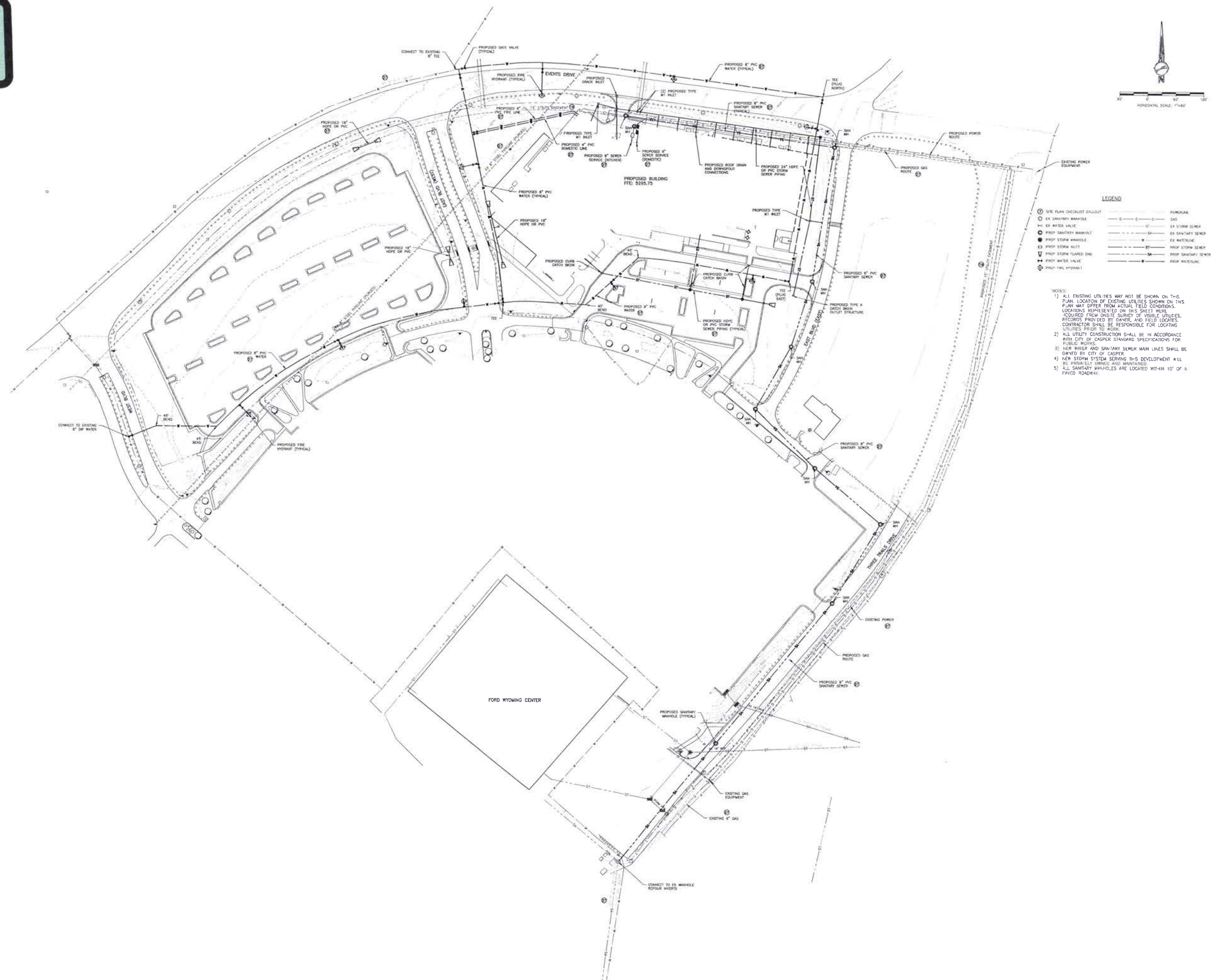
DATE  
 FEB. 3, 2023

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 JLS

DISK ID.

SHEET TITLE  
 GRADING PLAN  
 WEST  
 (REVISED 3-2-23)

SHEET NUMBER  
 1.17



**LEGEND**

① SITE PLAN CHECKLIST CALLOUT	— PUMP/RAISER
② EX SANITARY MANHOLE	— GAS
③ EX WATER VALVE	— S1 EX STORM SEWER
④ PROP SANITARY MANHOLE	— SA EX SANITARY SEWER
⑤ PROP STORM MANHOLE	— W EX WATERLINE
⑥ PROP STORM RIFT	— ST PROP STORM SEWER
⑦ PROP STORM TAPPED END	— SA PROP SANITARY SEWER
⑧ PROP WATER VALVE	— SA PROP WATERLINE
⑨ PROP FIRE HYDRANT	

- NOTES:**
- 1) ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THIS PLAN. LOCATION OF EXISTING UTILITIES SHOWN ON THIS PLAN MAY DIFFER FROM ACTUAL FIELD CONDITIONS. LOCATIONS REPRESENTED ON THIS SHEET WERE ACQUIRED FROM ON-SITE SURVEY OF VISIBLE UTILITIES, RECORDS PROVIDED BY OWNER, AND FIELD LOCATED UTILITIES PRIOR TO WORK.
  - 2) ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF CASPER STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
  - 3) NEW WATER AND SANITARY SEWER MAIN LINES SHALL BE OWNED BY CITY OF CASPER.
  - 4) NEW STORM SYSTEM SERVING THIS DEVELOPMENT SHALL BE PRIVATELY OWNED AND MAINTAINED.
  - 5) ALL SANITARY MANHOLES ARE LOCATED WITHIN 10' OF A PAVED ROADWAY.

WYO SPORTS RANCH  
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 CASPER, WYOMING 82601



PROJECT NUMBER  
 21-007

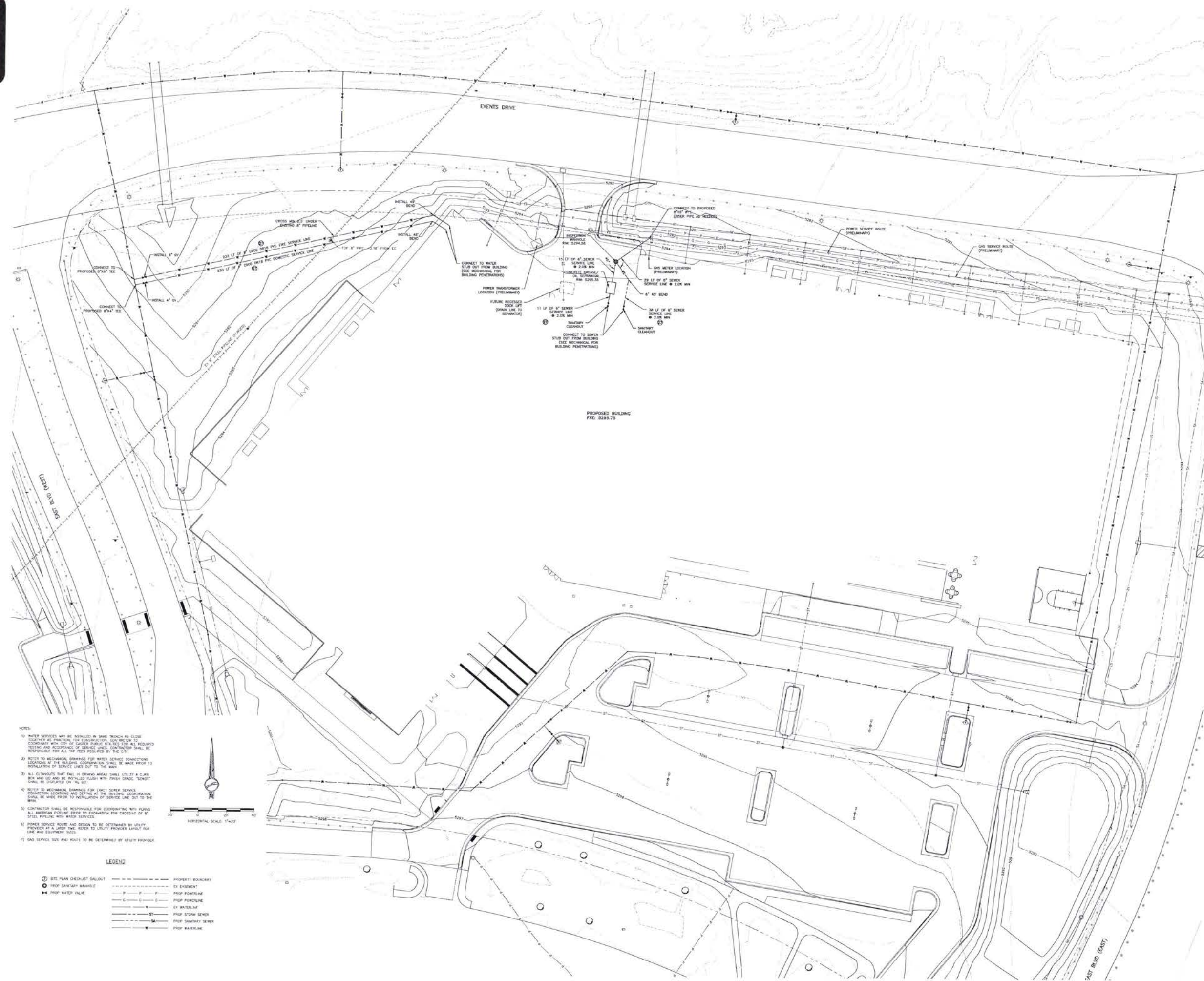
DATE  
 FEB. 3, 2023

DRAWN BY  
 J.S.

DISK ID.

SHEET TITLE  
 PROPOSED  
 UTILITIES  
 OVERALL LAYOUT I  
 (REVISED 2-23-23)  
 (REVISED 3-2-23)

SHEET NUMBER  
 1.20



- NOTES:
- 1) WATER SERVICES MAY BE INSTALLED IN SAME TRENCH AS CLOSE TOGETHER AS PRACTICABLE FOR CONSTRUCTION. CONTRACTOR TO COORDINATE WITH CITY OF CASPER PUBLIC UTILITIES FOR ALL REQUIRED TESTING AND ACCEPTANCE OF SERVICE LINES. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TAP FEES REQUIRED BY THE CITY.
  - 2) NOTES TO MECHANICAL DRAWINGS FOR WATER SERVICE CONNECTIONS LOCATIONS AT THE BUILDING CONNECTIONS SHALL BE MADE PRIOR TO INSTALLATION OF SERVICE LINES OUT TO THE MAIN.
  - 3) ALL CLEANOUTS THAT FALL IN SERVING AREAS SHALL USE 2" CURB BOX AND BE INSTALLED FLUSH WITH FINISH GRADE. "SINK" SHALL BE 2" BELOW FINISH GRADE.
  - 4) NOTES TO MECHANICAL DRAWINGS FOR EXACT SEWER SERVICE CONNECTION LOCATIONS AND DEPTHS AT THE BUILDING CONNECTIONS SHALL BE MADE PRIOR TO INSTALLATION OF SERVICE LINE OUT TO THE MAIN.
  - 5) CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH PLANS ALL AMERICAN PIPELINE PRIOR TO EXCAVATION FOR CROSSING OF 8" STEEL PIPELINE WITH WATER SERVICES.
  - 6) POWER SERVICE ROUTE AND DESIGN TO BE DETERMINED BY UTILITY PROVIDER AT A LATER DATE. REFER TO UTILITY PROVIDER LEADOUT FOR LINE AND EQUIPMENT SIZES.
  - 7) GAS SERVICE SIZE AND ROUTE TO BE DETERMINED BY UTILITY PROVIDER.

LEGEND

○ SITE PLAN CHECK-BY GALLOUT	--- PROPERTY BOUNDARY
○ PROP SANITARY CLEANOUT	EX EXISTING
--- PROP WATER MAIN	--- PROP POWERLINE
--- PROP WATER MAIN	--- PROP POWERLINE
--- PROP WATER MAIN	EX EXISTING
--- PROP WATER MAIN	--- PROP SANITARY SEWER
--- PROP WATER MAIN	--- PROP SANITARY SEWER
--- PROP WATER MAIN	--- PROP WATERLINE

WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601



PROJECT NUMBER  
 21-007

DATE  
 FEB. 3, 2023

DRAWN BY  
 JLS

DISK ID.

SHEET TITLE  
 SITE UTILITY SERVICES  
 (REVISED 2-23-23)  
 (REVISED 3-2-23)

SHEET NUMBER  
 1.25

ITEM 18: LANDSCAPE SURFACING LEGEND

SYMBOL	DESCRIPTION	QUANTITIES
	GREAT PLAINS MIX MILLBURN SEEDS HEIGHT: LESS THAN 12" MX: 20% CHIMWIGS FESCUE, 20% SHEEPS FESCUE, 20% HARD FESCUE, 10% BLUE GRAMA, 15% ANNUAL KYEGRASS, 5% BUFFALO GRASS.	186,528 SF
	LITTLE COUNTRY MIX MILLBURN SEEDS HEIGHT: 2-3" MX: 31% LITTLE BLUESTEM, 31% SPOCK'S GRAMA, 10% BLUE GRAMA, 8% PRAIRIE JUNEGRASS, 5% SAND CRICKET, 5% SLENDER WHEATGRASS, 4% VIRGINIA YELDRIVE	6,822 SF
	MINERAL MULCH RIVER ROCK 2"-4" WASHED	16,383 SF

ITEM 21 M: LANDSCAPE QUANTITIES

DESCRIPTION	QUANTITIES
WEST SITE	8.73 ACRES 277,470.7 SF
% OF TOTAL WEST SITE REQUIRED PROVIDED	16,648.83 SF 16,561 SF
ADDITIONAL PLANTING (ALTERNATES) NON-IRRIGATED	1,300 60,247 SF
EAST SITE	8.4 ACRES 305,904 SF
% OF TOTAL EAST SITE REQUIRED PROVIDED	21,954.24 SF 20,218 SF
ADDITIONAL PLANTING (ALTERNATES) NON-IRRIGATED	7,736 SF 130,804 SF

ALTERNATE NOTES

SYMBOL:

DESCRIPTION:  
ALTERNATE AREAS NOTED ON  
PLANS INDICATE AREAS THAT  
ARE IN ADDITION TO CITY OF  
CASPER REQUIREMENTS AND  
MAY OR MAY NOT BE  
CONSTRUCTED AS SHOWN.

SEEDING NOTES

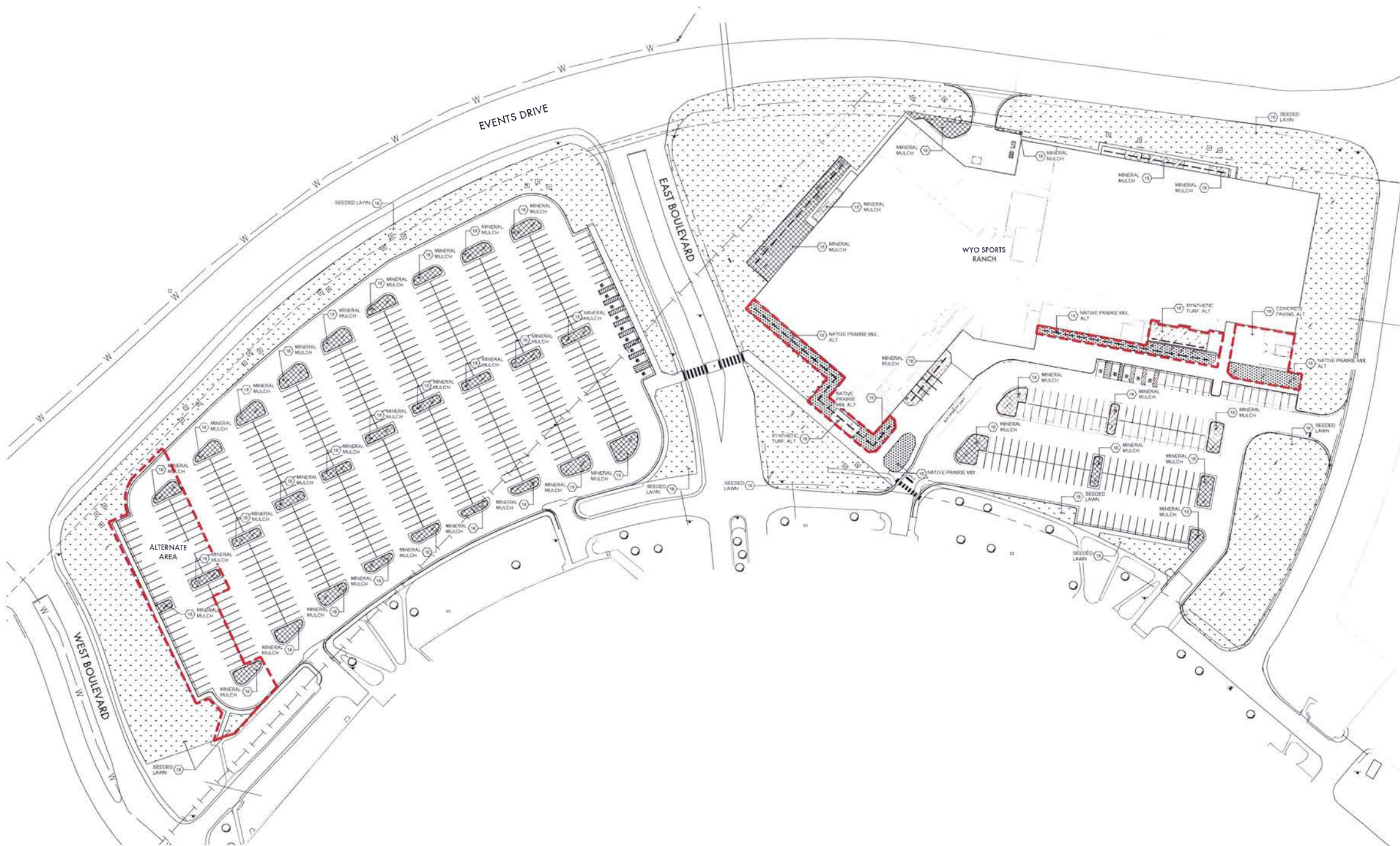
- GENERAL NOTES
- SOIL IN ALL AREAS TO BE SEEDD SHALL BE CLEARED OF WEED LITTER  
DEBRIS, ETC. AMENDED AND FINI GRADED AS DESCRIBED ON PLAN PRIOR TO  
CONDUCTING SEEDING OPERATIONS.
  - CAREFULLY MAINTAIN AN EVEN FINISHED GRADE TO INSURE PROPER SURFACE  
DRAINAGE. WITH RIDGES AND DEPRESSIONS REMOVED. ALL AREAS SHALL BE  
FREE DRAINING.
  - ALL AREAS WHICH ARE COMPLETE (I.E. FINISHED SLOPES) WILL BE SEEDD PER  
SPECIFICATIONS AND RECEIVE HYPERMULCH WITH TACKIFIER
  - LIMITS OF WORK SHOWN ARE APPROXIMATE. THE INTENT IS TO SEED ANY  
DISTURBED AREAS DUE TO UTILITY OR GENERAL CONSTRUCTION AS  
COORDINATED WITH OWNER. ALL DISTURBED AREAS STEEPER THAN 3:1  
SHALL BE COVERED WITH A PROTECTIVE MATTING AFTER SEEDING.
- GENERAL SEEDING PER SPECIFICATIONS
- HYDROMULCH WATER MUST BE OF ACCEPTABLE AGRICULTURAL QUALITY,  
FREE OF TOXIC INGREDIENTS OR OTHER FACTORS THAT INHIBIT PLANT  
GROWTH OR GERMINATION. USE 1,500 TO 3,000 GALLONS PER ACRE, AS  
NEEDED.
  - SEED MIX PER LEGEND. SEED MUST BE IN ORIGINAL UNOPENED CONTAINERS,  
DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM UNOPENED  
CONTAINERS DISPLAYING LABEL WHICH GUARANTEES FREEDOM FROM  
NOXIOUS WEED SEEDS A MINIMUM OF 95% PURE LIVE SEED, AND A MINIMUM  
GERMINATION RATE OF 95%.

SHORT GRASS PRAIRIE MAINTENANCE

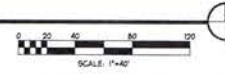
- YEAR ONE OF PRAIRIE MAINTENANCE
  - PRAIRIE SEEDINGS OFTEN GROW SLOWLY THE FIRST YEAR, TO CONTROL  
WEEDS. MOW THE PRAIRIE AREA WHEN WEEDS REACH 3" TALL.
  - NEVER ALLOW WEEDS TO GROW TALLER THAN 1'.
  - DO NOT HAND-WEED. PULLING WEEDS CAN DISTURB DELICATE SEEDINGS.  
DO NOT MOW WHEN SOILS OR PLANTS ARE WET.
- YEAR TWO OF PRAIRIE MAINTENANCE
  - PLANTS CAN BE EXPECTED TO GROW LARGER IN THE SECOND YEAR.
  - MOW THE ENTIRE MEADOW WHEN WEEDS REACH A HEIGHT OF 3'.
  - BENIGN WEEDS SHOULD BE MOWED WHEN IN FULL BLOOM, BUT BEFORE  
SETTING SEED. HAND WEED CAREFULLY AND ONLY IF NECESSARY TO  
REMOVE WEEDS BEFORE SEEDS ARE SET.
- YEAR THREE OF PRAIRIE MAINTENANCE
  - NATIVE PRAIRIE CAN BE MAINTAINED IN A VARIETY OF WAYS: MOWING,  
PRESCRIPTION BURNING, GRAZING, OR HAYING. PULLING WEEDS. SELECTIVE  
HERBICIDES FOR PROBLEM WEED AREAS.
    - MOW IF THE PRAIRIE IS BECOMING ENCRUSTED UPON BY TREES AND  
SHRUBS OR IF BURNING IS NOT POSSIBLE OR DESIRABLE.
    - WEEDS MAY BE PULLED BEGINNING IN THE SECOND YEAR OF THE  
PRAIRIE ESTABLISHMENT.
      - PULL OR CUT BENIGN WEEDS AT THE BASE, PULL OR DIG  
TAP-ROOTED WEEDS TO REMOVE ALL WEED BIOMASS - BROKEN  
ROOTS WILL ONLY GROW A NEW WEED TO PULL.
  - HERBICIDES ARE RECOMMENDED ONLY WHEN APPLYING TO CAREFULLY TO  
INDIVIDUAL PLANTS. SPRAYING AREAS WILL ONLY KILL DESIRABLE PLANTS  
AND CREATE AN OPENING FOR MORE WEEDS.
- OTHER NATIVE LANDSCAPES CAN BE MAINTAINED IN A SIMILAR WAY WITH  
THE EXCEPTION OF BURNING. THE GOAL IS TO PROMOTE THE GROWTH OF DESIRED  
PLANTS ABOVE WEEDS. WITHIN SEVERAL YEARS, THE DESIRED PLANTS WILL  
OCCUPY THE AREA COMPLETELY, EFFECTIVELY OUT-COMPETING WEEDS.
- FERTILIZER IS NOT RECOMMENDED FOR MEADOWS OR NATIVE PLANTINGS,  
UNLESS EXTREME SOIL CONDITIONS, SUCH AS SOIL STERILITY, ARE PRESENT.

LANDSCAPE SURFACING NOTES

- MULCH INSTALLATION SHALL COMMENCE ONLY AFTER AREA SOIL  
PREPARATIONS HAVE BEEN CONFIRMED AND VERIFIED BY ARCHITECT.
- MINERAL MULCH SHALL BE APPROVED BY THE ARCHITECT BY VISUAL OR  
PHOTOGRAPHIC INSPECTION PRIOR TO DELIVERY AND INSTALLATION.
- NO FABRIC SHALL BE VISIBLE AT ANY POINT OF THE SITE BENEATH THE  
MULCH UNLESS IT IS ADJACENT TO A PLANT AND ONLY THERE WITHIN THE  
CLEAR ZONE.
- MULCHES SHALL BE PULLED BACK THREE INCHES FROM THE STEM OF ALL  
PLANTS.
- CONTRACTOR SHALL CLEAN AND PROTECT WALKS AS WORK PROCEEDS TO  
AVOID BREAKING AND SCARRING FINISHED SURFACES.



LANDSCAPE SURFACING PLAN



IN PROGRESS  
NOT FOR  
CONSTRUCTION

TALLGRASS  
LANDSCAPE ARCHITECTURE  
LANDSCAPE ARCHITECTS  
TALLGRASSLANDSCAPEARCHITECTS.COM

WYO SPORTS RANCH  
T.B.D.  
CASPER, WYOMING 82601

Stateline No 7  
LANDSCAPE ARCHITECTS  
1000 W. 10TH AVENUE  
CASPER, WYOMING 82601  
TEL: 307.234.1111  
WWW.STATELINE7.COM

PROJECT NUMBER  
21-007

DATE  
FEB. 3, 2023

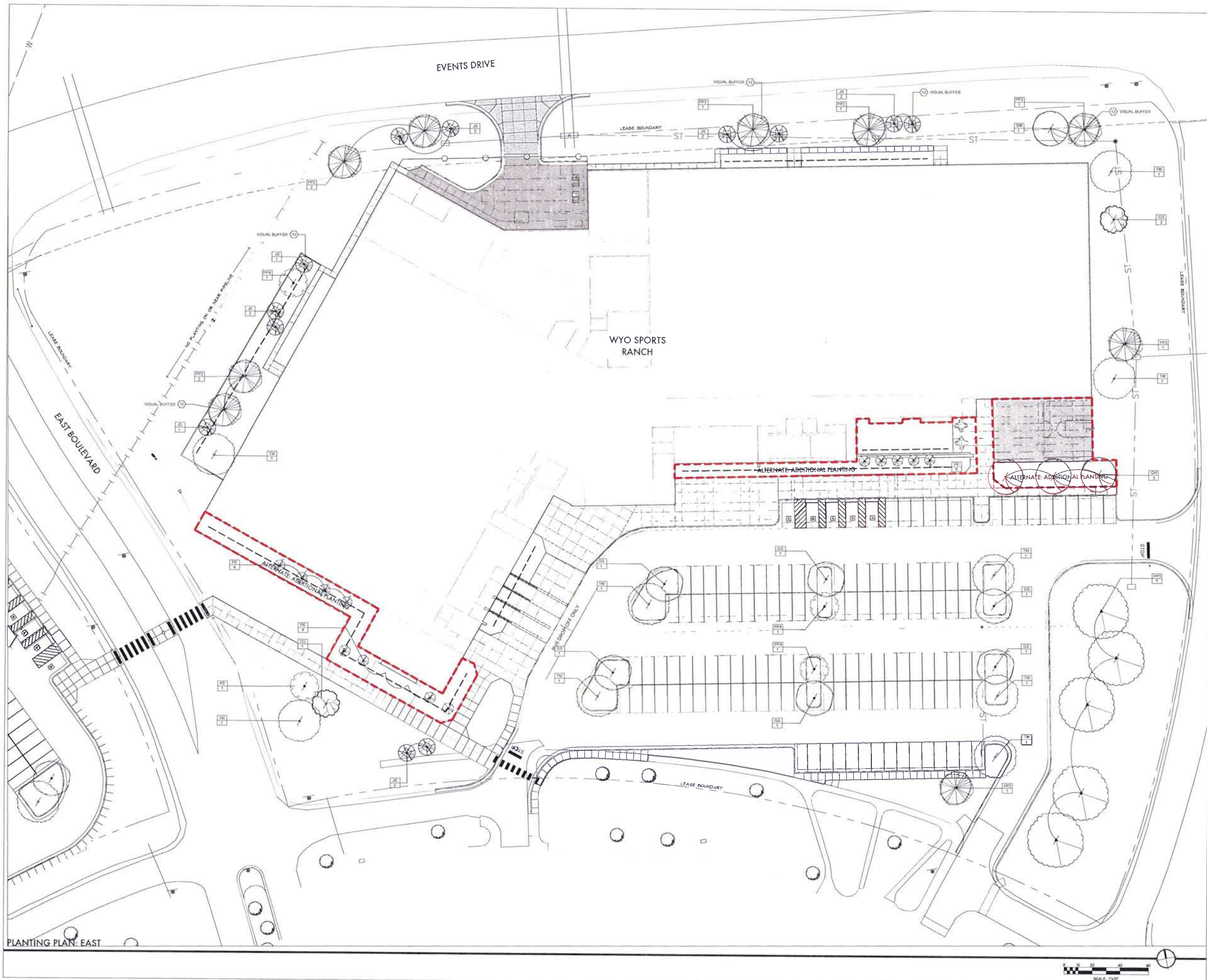
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Author

DISK ID.

SHEET TITLE  
LANDSCAPE  
SURFACING PLAN

SHEET NUMBER





PLANTING PLAN: EAST



IN PROCESS  
NOT FOR  
CONSTRUCTION



WYO SPORTS RANCH  
T.B.D.  
CASPER, WYOMING 82601



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DRAWN BY	Author
DISK ID.	
SHEET TITLE	TREE PLANTING PLAN-EAST
SHEET NUMBER	1.51

PROJECT PLANT SCHEDULE

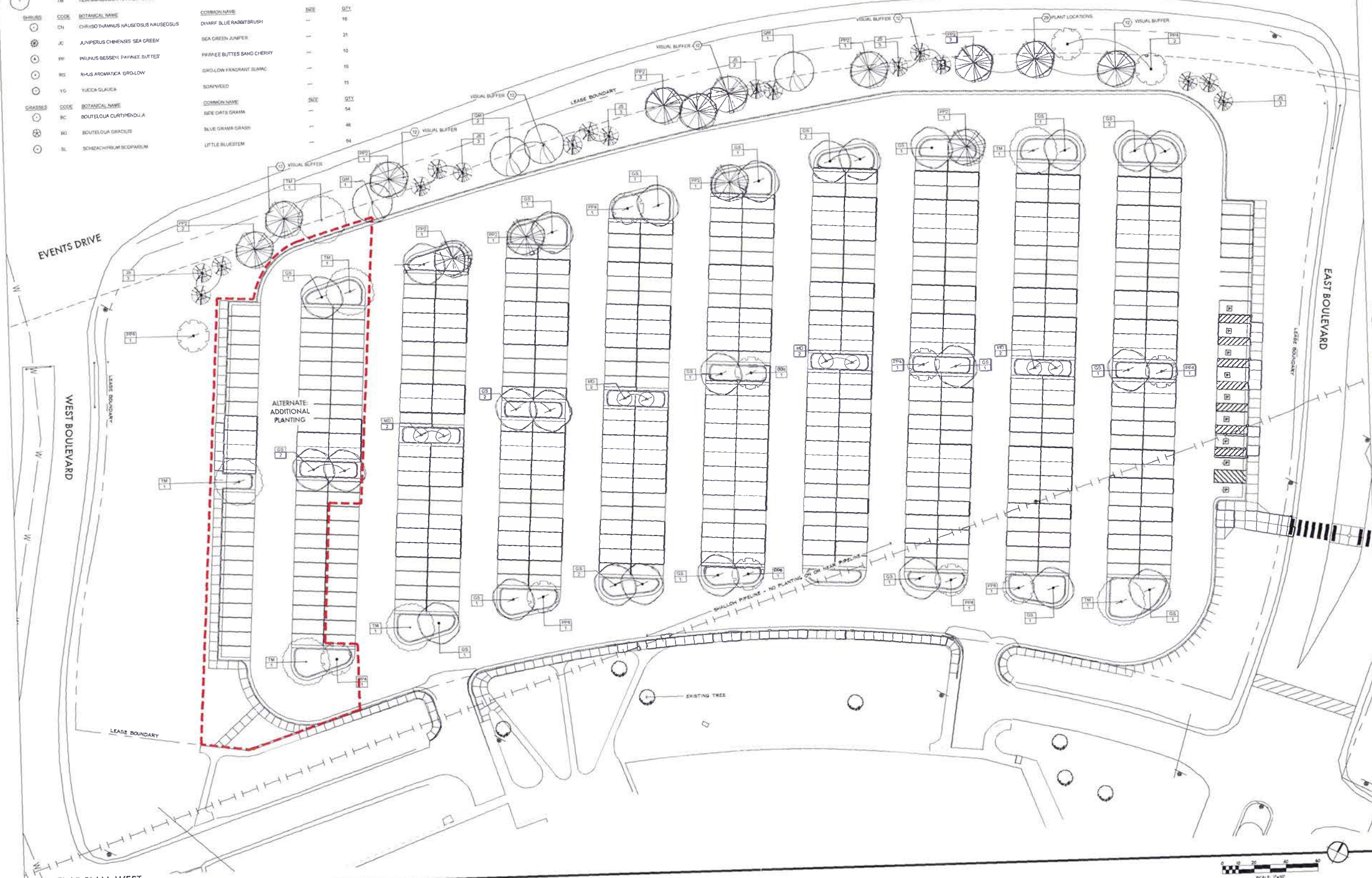
TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	
○	00	CELTIS OCCIDENTALIS	COMMON HACKBERRY	—	2	
○	05	QUERCUS TRICANTHOS INERMIS SHADEMASTER	SHADEMASTER HONEY LOCUST	1.5" CAL.	32	
○	06	JUNIPERUS SCOPULORUM	ROCKY MOUNTAIN JUNIPER	—	20	
○	08	MALUS X ADSTRIBENSIS DORLEO	GLADIATOR™ CRABAPPLE	—	8	
○	09	PRUNUS PENDEROSA	PENDEROSA PINE	—	23	
○	09S	POPULUS SARGENTII 'SERENUMUS	SARGENT STRAIGHT PLAINS COTTONWOOD	—	5	
○	10	POPULUS TREMULA 'ERECTA	SWEDISH COLUMNAR ASPEN	—	13	
○	10H	PRUNUS X VIRGINIANA 'PICO	SUCKER PUNCH® RED CHOKERRY	—	18	
○	0M	QUERCUS MACROCARPA	BUR OAK	—	8	
○	1M	TILIA MORGANICA 'HARVEST GOLD	HARVEST GOLD YPOPHEN	—	15	
○	16	SHRUBS	COMMON NAME	SIZE	QTY	
○	CN	CHRYSO THAMNUS HAUSEOSUS HAUSEOSUS	DWARF BLUE RABBITBRUSH	—	16	
○	JC	JUNIPERUS CHINENSIS 'SEA GREEN	SEA GREEN JUNIPER	—	24	
○	PP	PRUNUS BESSEYI 'PAYNE BUTTES	PAYNE BUTTES SAND CHERRY	—	10	
○	RI	RHUS AROMATICA 'GROLOW	GROLOW FRAGRANT SUMAC	—	15	
○	YG	YUCCA GLAUCA	SOAIVEED	—	15	
○	GRASSES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
○	BC	BOUTELOUA CURTIPENDULA	SIDE OATS GRAMA	—	54	
○	BD	BOUTELOUA GRACIOSA	BLUE GRAMA GRASS	—	46	
○	BL	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	—	94	

PLANTING NOTES:

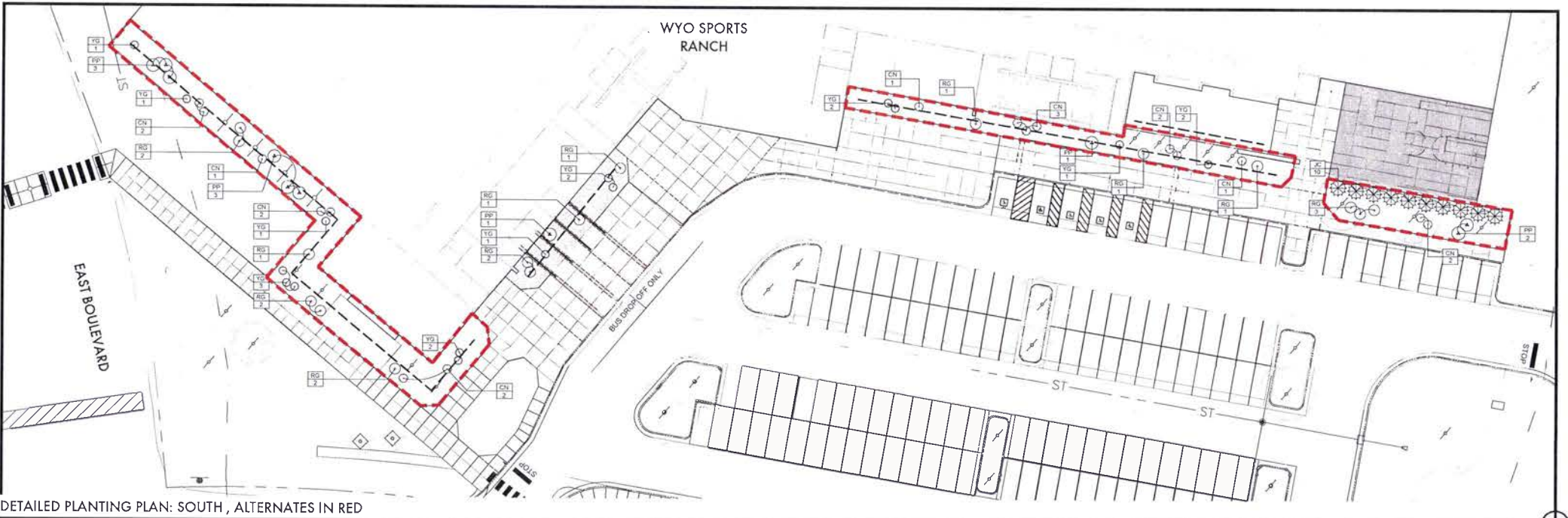
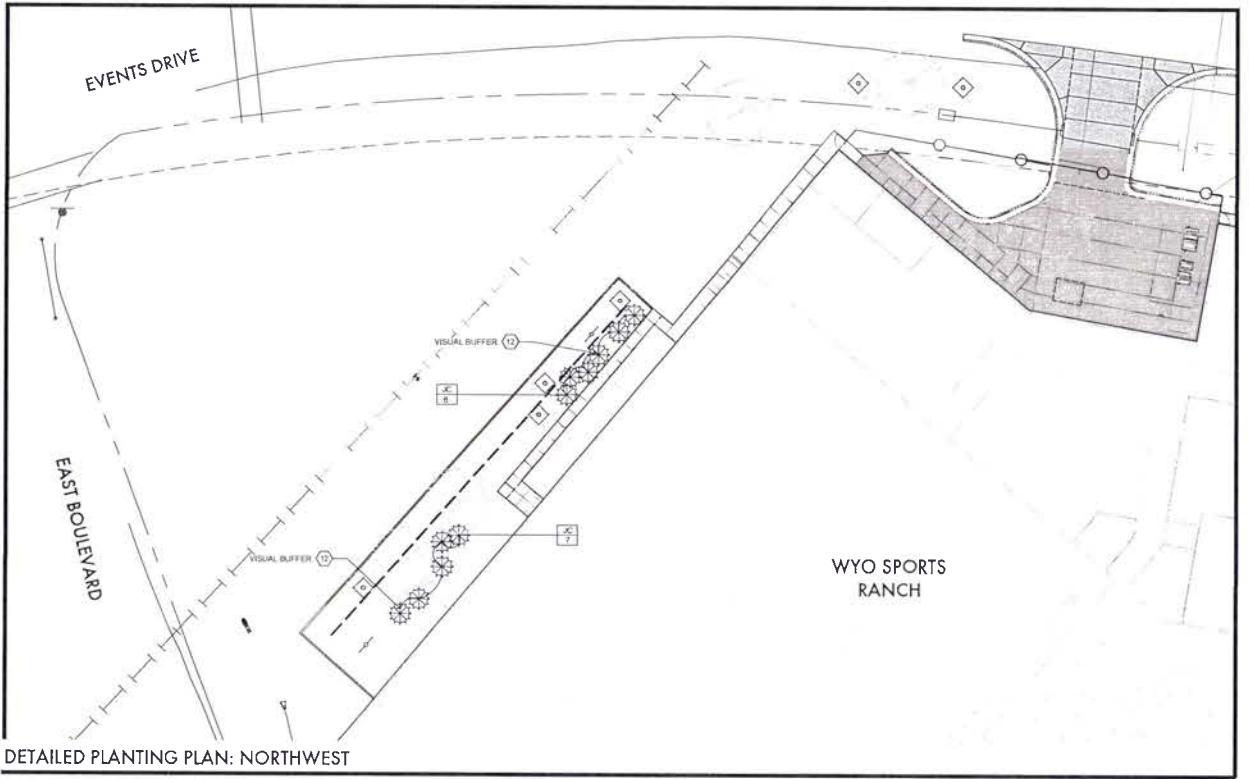
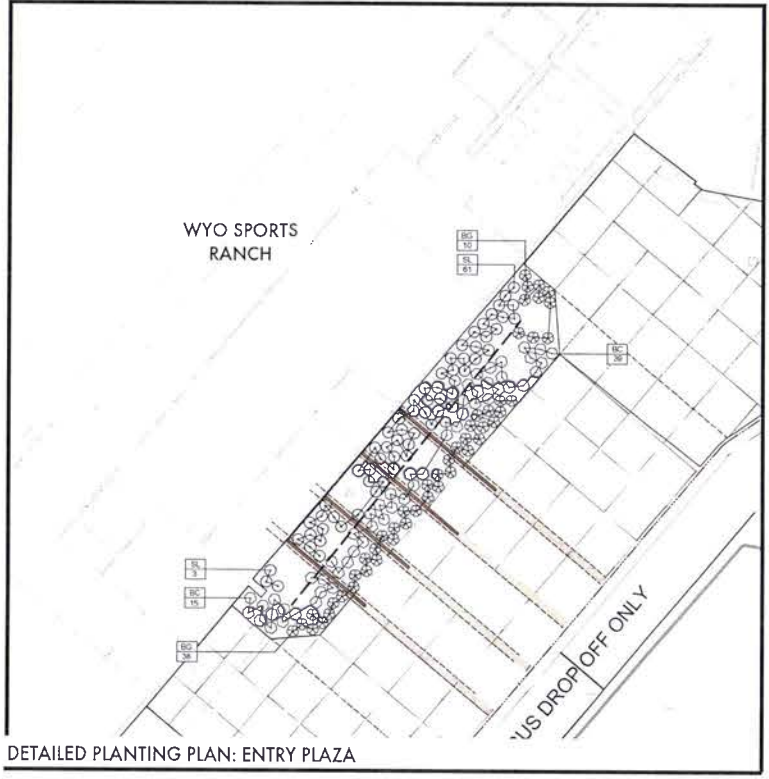
- GENERAL PLANTING REQUIREMENTS  
 1. SEE DETAIL SHEET FOR LANDSCAPE AND PLANTING DETAILS & SEE PROJECT MANUAL FOR LANDSCAPE SPECIFICATIONS.  
 2. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. SOURCE OF SUCH INFORMATION IS PROJECT ARCHITECT AND ENGINEER. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS INFORMATION OR THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF ANY SUCH INFORMATION. THE CONTRACTOR SHALL CALL UNDERGROUND UTILITIES ALERT (DIAL 811) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION FOR MARKOUTS OF EXISTING UNDERGROUND FACILITIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO ANY UTILITIES CAUSED BY HISHER PROJECT OPERATIONS. NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE SUPERVISING LANDSCAPE ARCHITECT, ENGINEER OR ARCHITECT.  
 4. THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL PRIVATE DRIVEWAYS, PARKING AREAS AND AREAS THAT REQUIRE PUBLIC ACCESS DURING CONSTRUCTION.  
 5. REFER TO CIVIL ENGINEER'S UTILITY AND GRADING AND DRAINAGE PLANS FOR UTILITY LOCATION AND DRAINAGE INFORMATION. REFER TO CIVIL ENGINEER'S GRADING PLANS FOR GRADING INFORMATION. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS OR IF THERE ARE DISCREPANCIES BETWEEN THE PLANS, CONTACT THE LANDSCAPE ARCHITECT FOR DIRECTION AS TO HOW TO PROCEED.  
 6. VERIFY LOCATIONS OF POST-INSTALLMENT UTILITIES UNDER OTHER SECTIONS. IF ANY FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.  
 7. IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND, THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.

- SCHEDULING  
 8. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL PLANT MATERIALS A MINIMUM OF 90 DAYS PRIOR TO SCHEDULED PLANTING. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS TO BE CONTRACTOR'S OWN OR OTHERWISE OBTAINED FROM A CERTIFIED NURSERY. NOTIFY LANDSCAPE ARCHITECT OF ALL PLANT MATERIAL "TIED OFF" FOR THE OPTION OF REVIEWING FOR APPROVAL AT THE CONTRACTOR'S SELECTED NURSERY.  
 9. IF SPECIFIED MATERIAL IS NOT OBTAINABLE, SUBMIT TO LANDSCAPE ARCHITECT PROOF OF NONAVAILABILITY AND PROPOSAL FOR USE OF EQUIVALENT MATERIAL. SUBMIT PHOTOGRAPHS OF ALTERNATIVE CHOICES OF PLANT MATERIAL FOR SELECTION BY LANDSCAPE ARCHITECT, INCLUDED WITH THESE PHOTOGRAPHS SHOULD BE CLEAR, WRITTEN DESCRIPTION OF THE TYPE, SIZE, CONDITION AND GENERAL CHARACTER OF THE PLANT MATERIAL.  
 10. SOIL CONDITIONS  
 11. ALL PLANTING ISLANDS REQUIRE REMOVAL OF SITE BACK FILL, BASE MATERIAL, AND OTHER CONSTRUCTION WASTE MATERIAL TO BARTHEN SURFACE, EXCEPT WITHIN 12" OF CURB. SCARIFY THE EXISTING SUBGRADE AND FILL TO 12" OF FINISHED GRADE WITH SITE TOPSOIL. THE REMAINDER SHALL BE PLANTER SOIL AS SPECIFIED.  
 12. SEE SOIL CONDITIONING AND LANDSCAPE SURFACING PLAN FOR SOIL REQUIREMENTS AND FINISHED SURFACING.  
 13. TOP SOIL FROM THE SITE IS ACCEPTABLE FOR REUSE AS TOPSOIL.  
 14. PLANTING  
 15. QUANTITIES SHOWN IN THE PLANT LIST ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR & FOR OWNER INFORMATION. CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE QUANTITY OF PLANTS SHOWN GRAPHICALLY ON THE PLANS. IN THE CASE OF A DISCREPANCY, THE PLANS SHALL OVERRULE THE LEGEND, EXCEPT PLANTS SPECIFICALLY NOTED AS NOT SHOWN ON PLANS. VERIFY PLANT COUNTS AND SQUARE FOOTAGES.

16. EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE ARCHITECT IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATIONS IN THE FIELD.  
 17. TREES SHALL BE PLANTED A MINIMUM OF 4 FEET FROM FACE OF BUILDING OR PAVEMENT, EXCEPT AS BEFORE TRANSPORTING.  
 18. TREES TO BE PLANTED A MINIMUM OF 4 FEET FROM FACE OF BUILDING OR PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE ARCHITECT.  
 19. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.  
 20. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE ARCHITECT.  
 21. MAINTAIN EQUALLY SPACE IN ALL DIRECTIONS TREES AND SHRUBS 90 DEGREE FOR THESE NOTES AND DRAINAGE.  
 22. FINISH GRADES OF PLANTER AREAS SHALL BE 2 INCHES BELOW GRADE OF FINISH OR TOP OF WALL UNLESS OTHERWISE NOTED.  
 23. REMOVE EXISTING WIRE CAGE FROM ROOTBALL. CUT AND REMOVE BURAP FROM TOP 12" OF BALL.  
 24. LANDSCAPE ARCHITECT TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DROPPING OR SHIPPING OF PLANT MATERIALS.  
 25. OTHER MATERIALS  
 26. PLACE ROCK MULCH IN A MANNER THAT MINIMIZES RISK TO PLANTED MATERIAL. DAMAGE FROM MULCH PLACEMENT WILL REQUIRE REPLACEMENT OF DAMAGED MATERIAL.  
 27. PROVIDE SPECIFIED EDGING AS SHOWN.



IN PROCESS NOT FOR CONSTRUCTION  
 TALLGRASS  
 TALLGRASS LANDSCAPE ARCHITECTURE  
 1000 W. 10TH AVENUE, SUITE 100  
 CASPER, WYOMING 82401  
 WYO SPORTS RANCH  
 T.R.D.  
 CASPER, WYOMING 82401  
 Statline No 7  
 PROJECT NUMBER  
 21-007  
 DATE  
 FEB. 3, 2023  
 DRAWN BY  
 Author  
 DISK ID.  
 SHEET TITLE  
 TREE PLANTING  
 PLAN-WEST  
 SHEET NUMBER  
 1.52



PROJECT NUMBER  
21-007

DATE  
FEB. 3, 2023

DRAWN BY  
Author

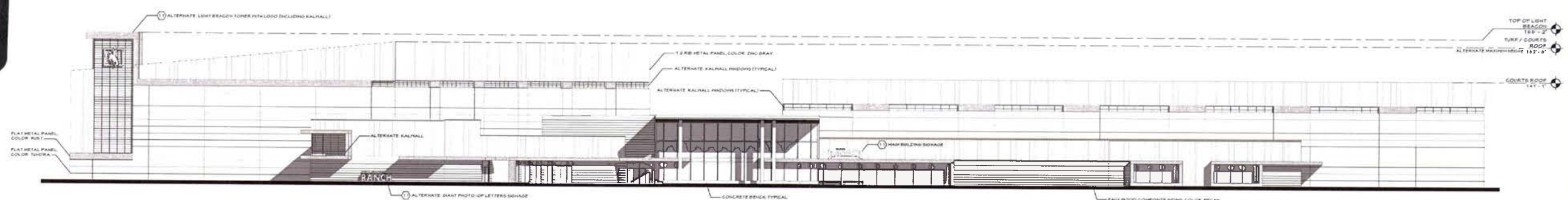
DISK ID.

SHEET TITLE  
SHEET NAME  
DETAILED  
PLANTING PLAN

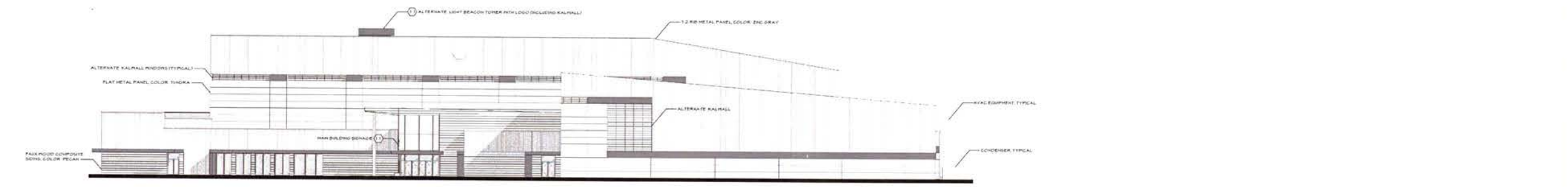
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1.53

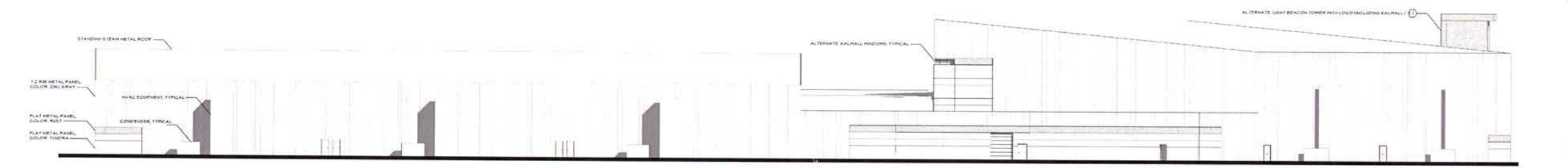
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**EXHIBIT**  
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 14 of 16



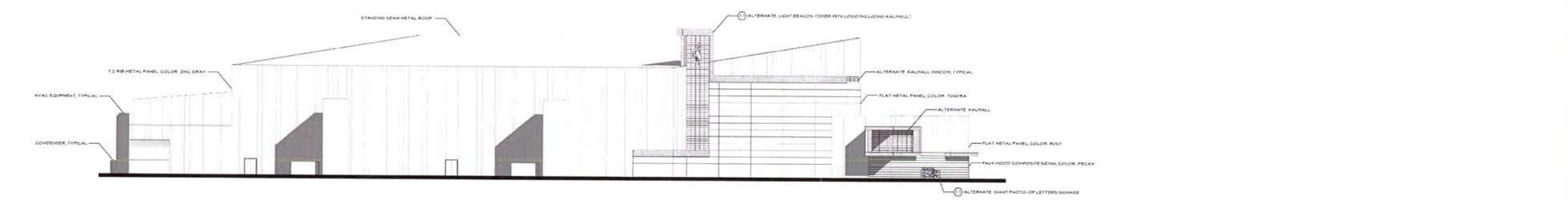
**28** OVERALL SOUTH ELEVATION  
 SCALE: 1/16" = 1'-0"



**28** OVERALL EAST ELEVATION  
 SCALE: 1/16" = 1'-0"



**28** OVERALL NORTH ELEVATION  
 SCALE: 1/16" = 1'-0"



**28** OVERALL WEST ELEVATION  
 SCALE: 1/16" = 1'-0"

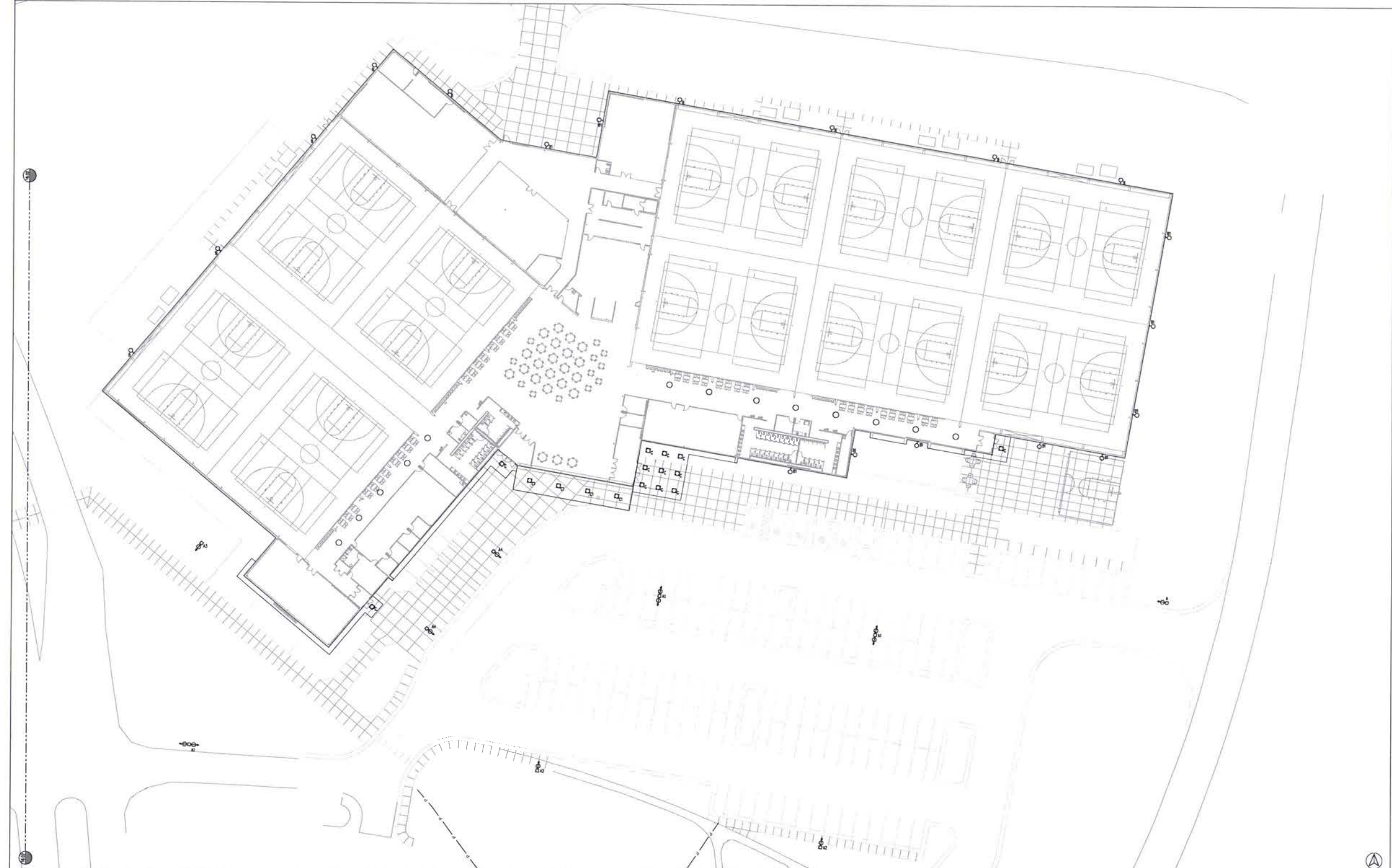
IN PROGRESS  
 NOT FOR  
 CONSTRUCTION

WYO SPORTS COMPLEX  
 T.B.D.  
 CASPER, WYOMING 82601

**Stateline No 2**  
 ARCHITECTS  
 1000 N. GARDEN ST.  
 CASPER, WYOMING 82601  
 TEL: 307.234.1111  
 FAX: 307.234.1112  
 WWW.STATELINEARCHITECTS.COM

PROJECT NUMBER	21-007
DATE	02-01-23
DRAWN BY	K. LARSEN
DISK ID	
SHEET TITLE	OVERALL BUILDING ELEVATIONS
SHEET NUMBER	5.10

13 - LIGHTING FIXTURE SCHEDULE										
TYPE	LAMPS	DESCRIPTION	WATTAGE	TEMP	LUMENS	LIFE	FINISH	MOUNTING	MANUFACTURER	CATALOG NO.
A	LED	AREA SITE LIGHT, 30'-0" POLE, TYPE 4 WIDE DISTRIBUTION, WET LOCATION, VIBRATION DAMPER	160	4000K	20,000	L70=80,000	BLACK	POLE MOUNT, 30'-0" POLE, SEE POLE MOUNT DETAIL 3/18.01	KIM LIGHTING	ALT2-100L-180-4K7-4W-UNV-ASO-BLT / KSS30-5180-SA-BLT-V0
A1	LED	(2) AREA SITE LIGHT, 30'-0" POLE, TYPE 4 WIDE DISTRIBUTION, WET LOCATION, VIBRATION DAMPER	320	4000K	40,000	L70=80,000	BLACK	POLE MOUNT, 30'-0" POLE, SEE POLE MOUNT DETAIL 3/18.01	KIM LIGHTING	(2) ALT2-100L-180-4K7-4W-UNV-ASO-BLT / KSS30-5180-SA-BLT-V0
A2	LED	AREA SITE LIGHT, 30'-0" POLE, TYPE 3 RECTANGULAR DISTRIBUTION, WET LOCATION, VIBRATION DAMPER	160	4000K	20,000	L70=80,000	BLACK	POLE MOUNT, 30'-0" POLE, SEE POLE MOUNT DETAIL 3/18.01	KIM LIGHTING	ALT2-100L-180-4K7-3-UNV-ASO-BLT / KSS30-5180-SA-BLT-V0
A3	LED	PEDESTRIAN AREA SITE LIGHT, 12'-0" POLE, TYPE 5 RECTANGULAR DISTRIBUTION, WET LOCATION, VIBRATION DAMPER	80	4000K	7,500	L70=80,000	BLACK	POLE MOUNT, 12'-0" POLE, SEE POLE MOUNT DETAIL 2/18.01	KIM LIGHTING	ALT1-28L-80-4K7-5R-UNV-ASO-BLT / KSS12-4120-SA-BLT-V0
A4	LED	PEDESTRIAN AREA SITE LIGHT, 12'-0" POLE, TYPE 5 RECTANGULAR DISTRIBUTION, WET LOCATION, VIBRATION DAMPER	40	4000K	5,000	L70=80,000	BLACK	POLE MOUNT, 12'-0" POLE, SEE POLE MOUNT DETAIL 2/18.01	KIM LIGHTING	ALT1-28L-40-4K7-5R-UNV-ASO-BLT / KSS12-4120-SA-BLT-V0
B	LED	WALL PACK, ALUM. HOUSING, WET LOCATION	30	4000K	3,747	L70=80,000	BLACK	WALL SURFACE, +15'-0" AFF	BEACON	TRP2-24L-30-4K7-3-UNV-BLT
B1	LED	WALL PACK, ALUM. HOUSING, WET LOCATION	30	4000K	3,847	L70=80,000	BLACK	WALL SURFACE, +15'-0" AFF	BEACON	TRP2-24L-30-4K7-4-UNV-BLT
C	LED	6" SQUARE LED RECESSED DOWNLIGHT, 0-10V DIMMABLE, 89° BEAM, WET LOCATION (COVERED CEILING)	8	4000K	1,900	L90=55,000	WHITE	RECESSED CEILING	PRESCOLITE	LTR-8500-H-819L-DM1-LTR-8500-T-SL4KH9W-SW1
C1	LED	6" SQUARE LED RECESSED DOWNLIGHT, 0-10V DIMMABLE, 36° BEAM, WET LOCATION (COVERED CEILING)	8	4000K	9,000	L90=55,000	WHITE	RECESSED CEILING	PRESCOLITE	LTR-8500-H-XL90L-DM1-LTR-8500-T-SL4KH9W-SW1



13 - ELECTRICAL SITE PLAN - EAST

IN PROGRESS  
 NOT FOR  
 CONSTRUCTION



WYO SPORTS RANCH  
 T.B.D.  
 CASPER, WYOMING 82601



PROJECT NUMBER  
 21-007 / 22112

DATE  
 FEB. 3, 2023

DRAWN BY  
 MNS

DISK ID

SHEET TITLE  
 ELECTRICAL SITE PLAN

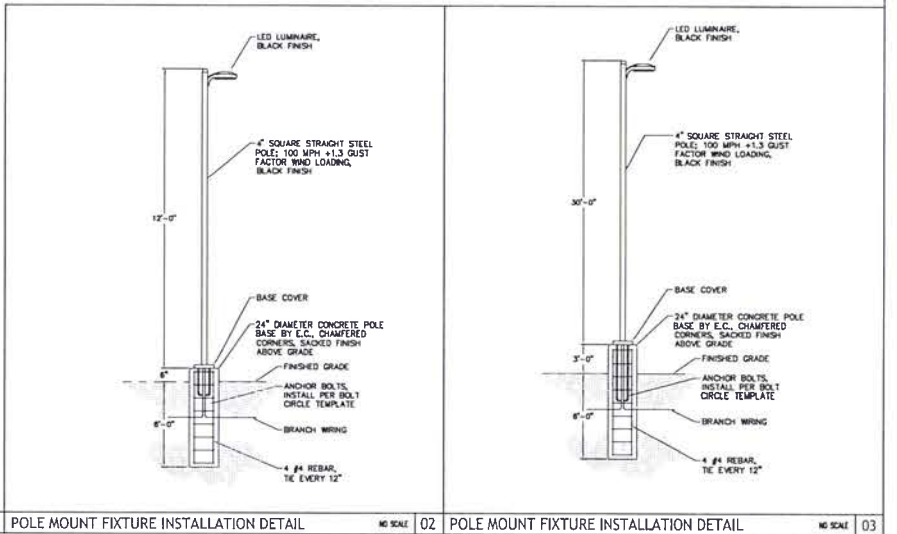
SHEET NUMBER  
 16.01



IN PROGRESS  
NOT FOR  
CONSTRUCTION



WYO SPORTS RANCH  
T.B.D.  
CASPER, WYOMING 82601



# Proposed Wyoming Sports Complex



RESOLUTION NO. 23-55

A RESOLUTION APPROVING A SITE PLAN AND  
ACCEPTING THE GROUND LEASE AGREEMENT  
BETWEEN THE CITY AND WYO COMPLEX AS THE SITE  
PLAN AGREEMENT

WHEREAS, on October 4, 2022, Council passed, approved and adopted Resolution No. 22-183, authorizing a Ground Lease Agreement between the City of Casper and WYO Complex: and,

WHEREAS, the Ground Lease Agreement includes material requirements that would normally be contained in a separate site plan agreement, including, but not limited to constructing the project in compliance with the Casper Municipal Code; and,

WHEREAS, the Ground Lease Agreement was recorded in the Natrona County Clerk's Office on October 12, 2022, at 12:27:36 PM as instrument number 1131654; and,

WHEREAS, it would be redundant and confusing to have a separate site plan agreement when the Ground Lease Agreement already covers the material terms and conditions for constructing the project, including, but not limited to, building in accordance with the requirements of the Casper Municipal Code; and,

WHEREAS, WYO Complex has applied for site plan approval for the construction of a 130,720 square foot indoor sports complex to be located on Portions of Lot 3, North Platte River Park No. 2 Addition; and,

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

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

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

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That together, the Ground Lease Agreement and the site plan, shall function as the site plan agreement between the parties.



BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That this resolution and the site plan shall be recorded by the City in the Natrona County Clerk's office to accompany the above-described Ground Lease Agreement.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



---

ATTEST:

---

Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

---

Bruce Knell  
Mayor

March 31, 2023

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

FROM: Liz Becher, Community Development Director *lb*  
Beth Address, MPO Supervisor  
Renee Hardy, MPO Technician

SUBJECT: Casper Area Metropolitan Planning Organization Western Gateway Corridor Enhancement Study: Phase 1 Contract Extension

Meeting Type & Date:

Regular Council Meeting, April 18, 2023.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve Amendment No. 1 to the City of Casper's Contract for Professional Services with HDR Engineering, Inc. for the Casper Area Metropolitan Planning Organization's (MPO) Western Gateway Corridor Enhancement Study: Phase 1.

Summary:

On June 21, 2022, the City of Casper and HDR Engineering, Inc. entered into a Contract for Professional Services to develop Phase 1 of the Western Gateway Corridor Enhancement Study. The full study will create a comprehensive corridor improvement plan along Highway 20-26, from the First Street bridge over the North Platte River in Casper to the Natrona County International Airport. Due to the size of the corridor, the study was divided into two phases, Phase 1 being from the First Street Bridge to the West Belt Loop in the City of Mills. The study will draft recommendations for the design of an upgraded and welcoming corridor and will include intersection improvements, streetscape lighting design, storm-water improvements, additional aesthetic improvements, gateway monuments, and transit options along the corridor.

The Phase 1 contract has a completion deadline of April 28, 2023. The MPO and the consultant have agreed on the need to extend the contract to June 23, 2023. The contract extension will allow the project advisory committee to complete the study report, allow for more public involvement, and allow for a reasonable public review period within the project timeline.

Financial Considerations:

Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. The City of Casper is the fiscal agent for the federal funds of the MPO. As such, the Casper City Council must approve all contracts and amendments, regardless of which municipality requested the study. This amendment will still allow the MPO to complete this project within the same federal fiscal year.

Oversight/Project Responsibility:

Beth Andress, MPO Supervisor, has been tasked with overseeing this project.

Attachments:

Resolution, Amendment No. 1 to Contract for Professional Services

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_ day of April, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. HDR Engineering, Inc., (“Consultant”), 601 Metz Drive, Gillette, Wyoming 82717.

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

**RECITALS**

A. June 21, 2022, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for the Western Gateway Corridor Enhancement Study: Phase 1.

B. The completion deadline should be extended to June 23, 2023.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART I, SECTION 2, (TIME OF PERFORMANCE), PARAGRAPH B.**

The paragraph which begins with “The Scope of Services listed in...” is deleted in its entirety and replaced with the following:

The Scope of Services described in Paragraph 1 shall be completed on or before June 23, 2023.

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walter Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

Fleur Tremel  
City Clerk

Bruce Knell  
Mayor

WITNESS

CONSULTANT  
HDR Engineering, Inc.

By: Elizabeth Coday  
Printed Name: Elizabeth Coday  
Title: Office Manager

By: Jason Kjenstad  
Printed Name: Jason Kjenstad  
Title: Sr. Vice President

RESOLUTION NO. 23-56

A RESOLUTION AUTHORIZING AMENDMENT NO. 1  
TO THE CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF CASPER AND HDR  
ENGINEERING, INC.

WHEREAS, on June 21, 2022, the City of Casper and HDR Engineering, Inc., entered into a Contract for Professional Services ("Contract") in the amount of One Hundred Thirty Nine Thousand Nine Hundred Seventy Nine Dollars and Fourteen Cents (\$139,979.14) for a Western Gateway Corridor Enhancement Study: Phase 1; and,

WHEREAS, the Contract was approved June 21, 2022, with a completion deadline of April 28, 2023; and,

WHEREAS, in an effort to allow more time for public involvement the deadline should be extended from April 28, 2023, to June 23, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above referenced Contract.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 29, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Beth Andress, MPO Supervisor *BA*  
Renee Hardy, MPO Technician *RH*  
SUBJECT: Mills Platte River Trail Connectivity Study Professional Services Contract in the amount of \$39,555.00

Meeting Type & Date:

Regular Council Meeting, April 18, 2023.

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 Mills Platte River Trail Connectivity Study in an amount not to exceed \$39,555.00.

The City is obligated to approve this contract as the MPO's fiscal agent.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2023 UPWP included \$40,000.00 of matched federal funding for Mills Platte River Trail Connectivity Study.

The Mills Platte River Trail Connectivity Study will determine how to proceed with a proposed pedestrian bridge crossing over the North Platte River, a safe pedestrian and bicycle crossing of the river along Wyoming Boulevard, and additional connectivity and access to existing trails along the river in this area. The recommended options will serve residents and visitors with links to increased recreational opportunities, extend low-stress transportation networks, and improve all residents' health and safety

This study meets all the goals set forth in the 2020 update of the Long Range Transportation Plan: *Connecting Crossroads* including increasing transportation options for all modes, improving

safety and health for all residents, enhancing the region’s distinct character, promoting affordable and easy mobility solutions, and supporting the region’s diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on September 16, 2022. Two (2) consulting firms responded with a proposal by the October 14, 2022, deadline. Staff from the City of Mills, WYDOT, and the MPO reviewed the proposal, and on November 8, 2022, selected Civil Engineering Professional, Inc. based on the quality of the initial proposal, qualifications of proposed staff, interviews, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by November 30, 2023.

Financial Considerations:

The proposed contract shall not exceed \$39,555.00. 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:

<b>Federal Funds</b>	90.49%	<b>\$35,793.32</b>
<b>Local Match</b>	9.51%	<b>\$3,761.68</b>
City of Casper	6.97%	\$2,757.69
Natrona County	1.50%	\$594.34
City of Mills	0.44%	\$172.66
Town of Evansville	0.32%	\$126.77
Town of Bar Nunn	0.28%	\$110.22
	<b>Total</b>	<b>\$39,555.00</b>

The Casper Area MPO Policy Committee approved the funding of \$40,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 16, 2022.

Oversight/Project Responsibility:

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 \_\_\_\_\_, 2023, 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 Mills Platte River Trail Connectivity Study, hereinafter referred to as the “Project”.
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

#### 1. SCOPE OF SERVICES.

The Consultant shall perform the following services in connection with and respecting the project, Mills Platte River Trail Connectivity Study, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before November 30, 2023.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials at in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Thirty-Nine Thousand Five Hundred Fifty Five Dollars and Zero Cents (**\$39,555.00**). 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, drafters, specification writers, estimators, other technical and business personnel.

B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

C. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work

performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

- A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.
- B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.
- C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to ten percent (10%) of the Agreement amount until final Agreement completion is determined by the City.
- D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

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

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

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

Fleur Tremel  
City Clerk

Bruce Knell  
Mayor

WITNESS:

Civil Engineering Professionals, Inc., as  
Consultant:

By: Sami Herdt

By: Jared Fehringer

Printed name: Sami Herdt

Printed name: Jared Fehringer

Title: Office Manager

Title: Principal

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:
1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  2. Procures a commercial sex act during the period of time that the award is in effect; or
  3. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in

connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, the Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.



- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which

the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of twenty-eight (28) 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 Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of two (2) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or

representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.

1. **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.
2. **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.
3. **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.
4. **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.

5. 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.
6. 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.
7. 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.
8. 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:
  - a. Exclusions from coverage;
  - b. Claims in progress which could significantly reduce the annual aggregate limit; and
  - c. 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.

9. **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.

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

**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 to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

### **14. DETERMINATION OF ALLOWABLE COSTS**

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

### **15. ERRORS AND OMISSIONS**

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

### **16. PROFESSIONAL REGISTRATION**

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

## **17. TITLE VI ASSURANCES FOR NON-DISCRIMINATION**

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

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

## EXHIBIT “A”

### SCOPE OF SERVICES

We have broken out the needs of this study into three task groups. Each task group has multiple components that will make a successful project.

#### **Task 1: Feasibility Analysis**

This task will entail the following:

1. CEPI will evaluate and analyze all previously presented options regarding river crossings in this area. We will then assess the operational and safety aspects of each option to determine the most suitable solution for the City of Mills.
2. Once the previous options have been assessed, CEPI along with our bridge consultant, Contech Engineered Solutions, will evaluate the area and propose any possible solutions that may have been overlooked.
3. CEPI will also evaluate the surrounding areas including the highway corridor, adjacent neighborhoods, Fort Caspar, and Izaak Walton Campground to ensure all crucial connections are considered and addressed.
4. After a thorough assessment of the aforementioned studies relevant to this project, CEPI will consider and incorporate all feasible elements and components to create a comprehensive and up-to-date study.

#### **Task 2: Meetings & Public Outreach**

This task will entail the following:

1. CEPI will arrange a project kickoff meeting with the Casper Area MPO, City of Mills, and other stakeholders if desired to review the study scope, objectives, schedules and deliverables. At this meeting, CEPI will obtain relevant background information including GIS mapping, planned land use changes, programed transportation improvements on any adjacent City roadways, and parking data. We will review all relevant previous MPO studies and master plans; such as: Mills to Robertson Road Trail Study, Mills Main Street Corridor Study (2020), Mills River Front Development Plan (2016), Casper Area Bicycle and Pedestrian Plan Update (2021), and Long Range Transportation Plan Connecting Crossroads (2020), in order to become familiar with prior recommendations for circulation, parking, pedestrian and bicycle improvements and City policies and goals.

2. CEPI will conduct bi-weekly project update calls or in-person meetings with MPO and City staff to provide updates on work activities and products.
3. CEPI will prepare and facilitate two public input sessions with both in-person and online components to solicit input on existing conditions and proposed design.
4. CEPI will promote the 30-day public comment period and incorporate responses into the final study.
5. CEPI will prepare and facilitate three project advisory committee meetings.

### **Task 3: Concept Design & Costs**

Using the valuable information and feedback we receive from our public and advisory committee involvement, CEPI will evaluate all elements of the project and develop a comprehensive routing for a multi-modal river crossing at the highway and/or upriver at the most logical location. We will provide a minimum 10% design showing safe multi-modal river and road crossings along with other area connections. CEPI will fly the project area using drone technology to produce up to a 1-inch resolution aerial photo of the study area. We will use this information to also produce budgetary cost estimates for the final study dependent on the selected routing.

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 Mills Platte River Trail Connectivity Study; and,

WHEREAS, on November 8, 2022, the Consultant Selection Committee approved the hiring of Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609, to complete the Mills Platte River Trail Connectivity Study; 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 Mills Platte River Trail Connectivity Study in accordance with the Agreement, for an amount not to exceed Thirty-Nine Thousand Five Hundred Fifty Five Dollars and Zero Cents **(\$39,555.00)**.

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2023.

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 or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the



Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

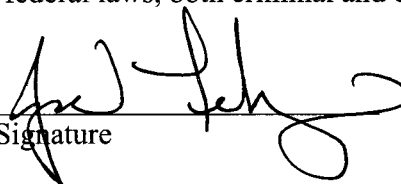
CERTIFICATION OF CONSULTANT

I hereby certify that I, Jared Fehringer, am the Principal 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.

March 24, 2023  
Date

  
Signature

Jared Fehringer  
Printed Name

Principal  
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 \_\_\_\_\_

\_\_\_\_\_  
Bruce Knell  
Mayor

EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Wyoming ) ss

COUNTY OF Natrona ) ss

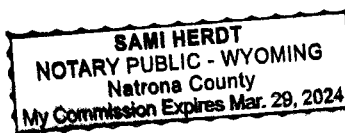
I, Jared Fehringer, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]  
Principal  
Title

Subscribed in my presence and sworn to before me this 24 day of March, 2023, by:

[Signature]  
Sami Herdt

Notary Public



3-29-24  
My Commission Expires

EXHIBIT "G"  
FEE SCHEDULE

**STUDY FEE**

**Mills Platte River Trails Connectivity Study**

Task No.	Team Member	Description	Total Hours	Rate	Expenses	Total Cost
<b>1 Feasibility Analysis</b>						
	Rob Bennett	Project Manager	10	\$ 200.00		\$ 2,000.00
	Austin Luers	Design Engineer	20	85.00		\$ 1,700.00
	Jared Fehringer	Landscape Architect	20	200.00		\$ 4,000.00
	Meseret Tegenu	Landscape Designer	15	75.00		\$ 1,125.00
		AutoCAD/Engineering Technician		95.00		\$ -
		Administrative/Secretarial		65.00		\$ -
		Sub-Consultant		115.00		\$ -
<b>Total Feasibility Analysis</b>						<b>\$ 8,825.00</b>
<b>2 Meetings &amp; Public Outreach</b>						
<b>Kickoff Meeting</b>						
	Rob Bennett	Project Manager	1	\$ 200.00		\$ 200.00
		Design Engineer		\$ 85.00		\$ -
	Jared Fehringer	Landscape Architect	1	\$ 200.00		\$ 200.00
	Meseret Tegenu	Landscape Designer	2	\$ 75.00		\$ 150.00
		AutoCAD/Engineering Technician		\$ 95.00		\$ -
		Administrative/Secretarial		\$ 65.00		\$ -
	L4	Sub-Consultant	2	\$ 115.00		\$ 230.00
<b>Total Kickoff Meeting</b>						<b>\$ 780.00</b>
<b>Public Meetings</b>						
	Rob Bennett	Project Manager	4	\$ 200.00		\$ 800.00
		Design Engineer		\$ 85.00		\$ -
	Jared Fehringer	Landscape Architect	10	\$ 200.00		\$ 2,000.00
	Meseret Tegenu	Landscape Designer	20	\$ 75.00		\$ 1,500.00
		AutoCAD/Engineering Technician		\$ 95.00		\$ -
		Administrative/Secretarial		\$ 65.00		\$ -
	L4	Sub-Consultant	10	\$ 115.00		\$ 1,150.00
<b>Total Public Meetings</b>						<b>\$ 5,450.00</b>
<b>Advisory Committee</b>						
	Rob Bennett	Project Manager	4	\$ 200.00		\$ 800.00
		Design Engineer		\$ 85.00		\$ -
	Jared Fehringer	Landscape Architect	4	\$ 200.00		\$ 800.00
	Meseret Tegenu	Landscape Designer	4	\$ 75.00		\$ 300.00
		AutoCAD/Engineering Technician		\$ 95.00		\$ -
		Administrative/Secretarial		\$ 65.00		\$ -
		Sub-Consultant		\$ 115.00		\$ -
<b>Total Advisory Committee</b>						<b>\$ 1,900.00</b>

Stakeholder Bi-Weekly Touch Base				
Rob Bennett	Project Manager	3	\$ 200.00	\$ 600.00
	Design Engineer		\$ 85.00	\$ -
Jared Fehring	Landscape Architect	5	\$ 200.00	\$ 1,000.00
	Landscape Designer		\$ 75.00	\$ -
	AutoCAD/Engineering Technician		\$ 95.00	\$ -
	Administrative/Secretarial		\$ 65.00	\$ -
	Sub-Consultant		\$ 115.00	\$ -
<b>Total Stakeholder Bi-Weekly Touch Base</b>				<b>\$ 1,600.00</b>

Online & Social Media				
	Project Manager		\$ 200.00	\$ -
	Design Engineer		\$ 85.00	\$ -
	Landscape Architect		\$ 200.00	\$ -
	Landscape Designer		\$ 75.00	\$ -
	AutoCAD/Engineering Technician		\$ 95.00	\$ -
	Administrative/Secretarial		\$ 65.00	\$ -
L4	Sub-Consultant	40	\$ 115.00	\$ 4,600.00
<b>Total Online &amp; Social Media</b>				<b>\$ 4,600.00</b>

3 Concept Design & Costs				
10% Design & Cost Estimates				
Rob Bennett	Project Manager	10	\$ 200.00	\$ 2,000.00
	Design Engineer		\$ 85.00	\$ -
Jared Fehring	Landscape Architect	30	\$ 200.00	\$ 6,000.00
Meseret Tegenu	Landscape Designer	35	\$ 75.00	\$ 2,625.00
	AutoCAD/Engineering Technician		\$ 95.00	\$ -
	Administrative/Secretarial		\$ 65.00	\$ -
	Sub-Consultant		\$ 115.00	\$ -
<b>Total 10% Design &amp; Cost Estimates</b>				<b>\$ 10,625.00</b>

Writing Study				
	Project Manager		\$ 200.00	\$ -
Austin Luers	Design Engineer	10	\$ 85.00	\$ 850.00
Jared Fehring	Landscape Architect	20	\$ 200.00	\$ 4,000.00
Meseret Tegenu	Landscape Designer	8	\$ 75.00	\$ 600.00
	AutoCAD/Engineering Technician		\$ 95.00	\$ -
Sami Herdt	Administrative/Secretarial	5	\$ 65.00	\$ 325.00
	Sub-Consultant		\$ 115.00	\$ -
<b>Total Writing Study</b>				<b>\$ 5,775.00</b>

Description	Total Hours	Rate	Expenses	Total Cost
Rob Bennett	Project Manager	32	\$ 200.00	- \$ 6,400.00
Austin Luers	Design Engineer	30	\$ 85.00	- \$ 2,550.00
Jared Fehring	Landscape Architect	90	\$ 200.00	- \$ 18,000.00
Meseret Tegenu	Landscape Designer	84	\$ 75.00	- \$ 6,300.00
	AutoCAD/Engineering Technician	0	\$ 95.00	- \$ -
Sami Herdt	Administrative/Secretarial	5	\$ 65.00	- \$ 325.00
L4	Sub-Consultant	52	\$ 115.00	- \$ 5,980.00
<b>Total Tasks</b>				<b>\$ 39,555.00</b>

\* Reimbursable expenses will be billed at cost

RESOLUTION NO. 23-57\_\_

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONALS, INC., FOR THE MILLS PLATTE RIVER TRAIL CONNECTIVITY STUDY.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 16, 2022, for a Mills Platte River Trail Connectivity Study, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in multi-modal infrastructure planning and design on September 16, 2022; and,

WHEREAS, the Project Selection Committee selected Civil Engineering Professionals, Inc., on November 8, 2022, to complete Mills Platte River Trail Connectivity Study.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Civil Engineering Professionals, Inc., on behalf of the Casper Area Metropolitan Planning Organization in the amount of Thirty-Nine

Thousand Five Hundred Fifty Five Dollars and Zero Cents (\$39,555.00) for the Mills Platte River Trail Connectivity Study.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor



April 14, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Consideration of a resolution accepting a Deed of Gift from Rocking K Properties, LLC, for a 1,978 square foot parcel of land

Meeting Type & Date:

Regular Council Meeting, April 18, 2023

Action Type:

Resolution

Recommendation:

That Council approve a Resolution accepting a Deed of Gift from Rocking K Properties, LLC, for a 1,978 square foot parcel of land.

Summary:

Rocking K Properties, LLC, owns a 1,978 square foot parcel of land, located generally at the northwest corner of West First Street and Nichols Avenue. The property is an elongated, triangle-shaped parcel located immediately adjacent to Burback's Refrigeration. When Rocking K Properties, LLC sold an adjoining property to Burback's, a 1,978 square foot parcel was reserved, to prevent an encroachment of the (existing) Platte River Trail/Pathway on private property. Rocking K Properties, LLC is now proposing to gift the parcel to the City of Casper so that the Trail/Pathway will be located on public property in perpetuity.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Resolution  
Deed of Gift  
Location Map  
Legal Description (2-pages)

DEED OF GIFT

Rocking K Properties, LLC, a Wyoming limited liability company, Grantor of Natrona County, and State of Wyoming, for and in consideration of the affection it bears and other valuable consideration, receipt of which is hereby acknowledged, does hereby gift, grant and convey to Natrona County, Wyoming, Grantee, of 200 North Center Street, Casper, Wyoming, the following described real estate, situate in Natrona County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this state, to wit:

See Exhibit "A" attached hereto and as shown on Exhibit "B" attached hereto

SUBJECT to easements, reservations, restrictions and covenants of record.

IN WITNESS WHEREOF, the Grantor has set its hand this 29 day of March, 2023.

ROCKING K PROPERTIES, LLC

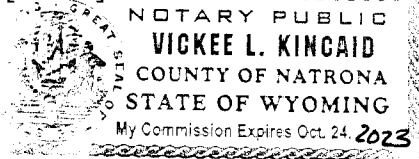
By:   
Keith P. Tyler, Manager

STATE OF WYOMING                    )  
  ) ss.  
COUNTY OF NATRONA                )

The above and foregoing Deed of Gift was acknowledged before me by Keith P. Tyler, the Manager of Rocking K Properties, LLC, a Wyoming limited liability company, this 29th day of March, 2023.

Witness my hand and official seal.

[SEAL]



  
Notary Public

My Commission expires:

# Deed of Gift - Rocking K Properties, LLC

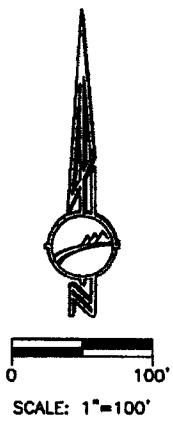
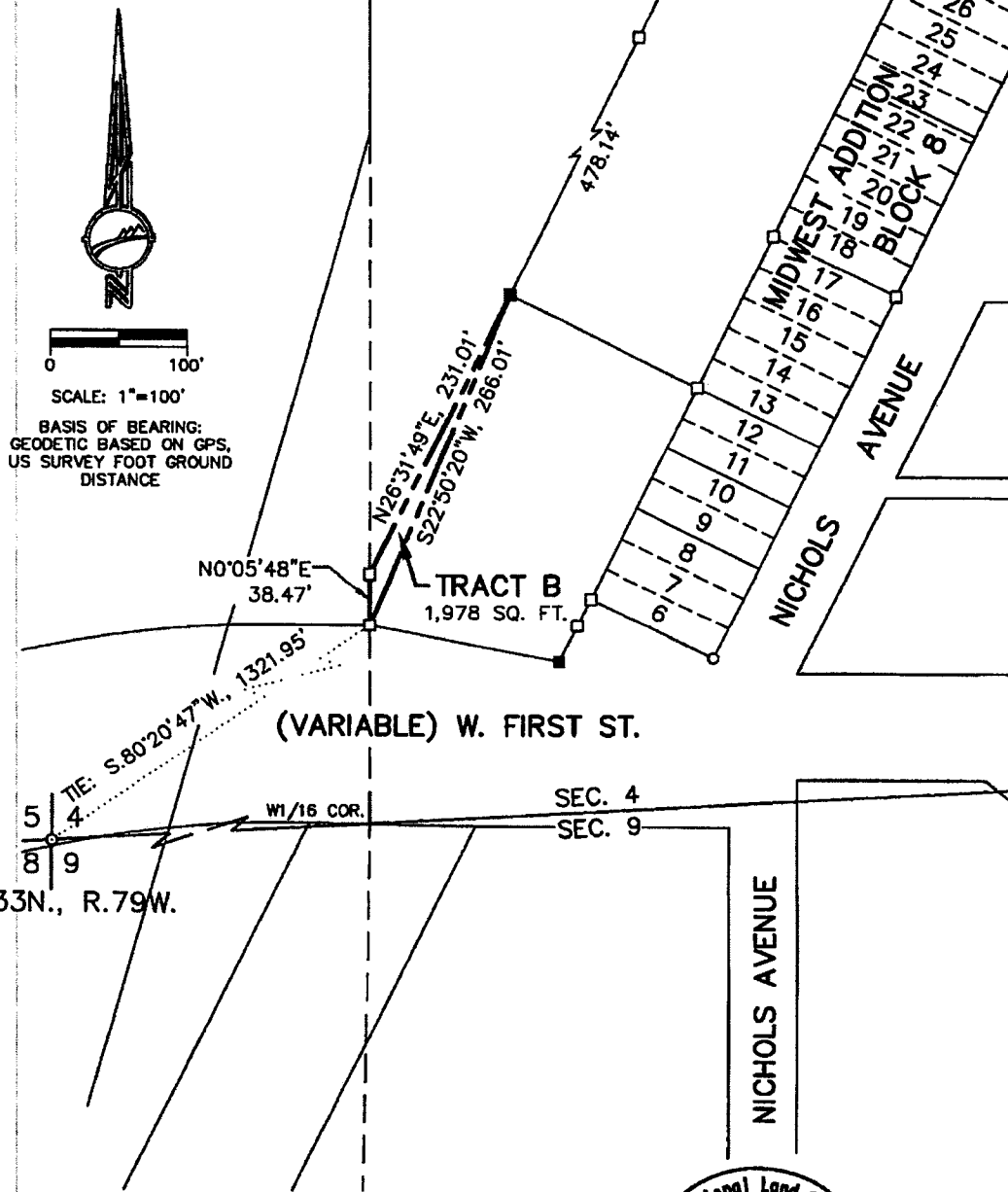


**WLC ENGINEERING & SURVEYING**  
 200 PRONGHORN STREET, CASPER, WYOMING 82601  
 FOR □

Client ROCKING K PROPERTIES LLC Address P.O. BOX 2671  
 City CASPER State WYOMING Zip 82602

**EXHIBIT A**

SE1/4SW1/4 Section 4, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming  
 Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision \_\_\_\_\_  
 City CASPER County NATRONA State WYOMING



SCALE: 1"=100'  
 BASIS OF BEARING:  
 GEODETIC BASED ON GPS,  
 US SURVEY FOOT GROUND  
 DISTANCE

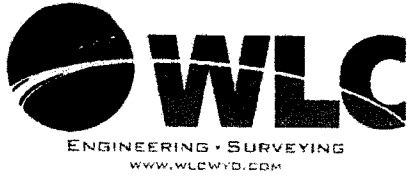
**LEGEND**

- RECOVERED AL. CAP
- SET 5/8" REBAR W/AL. CAP
- - - BOUNDARY LINE



Date: 05-19-22  
 W.O. No. 17278-03  
 Drawn By: KRM  
 Acad File: PATHWAY TRACT B

N:\CLIENT\ROCKING K PROPERTIES\17278-ROCKING K PROPERTIES-EXHIBITS & LEGALS\SURVEY\DWG\PATHWAY TRACT B.DWG



CASPER  
200 PRONGHORN  
CASPER, WY 82601  
P: 307-266-2524

**EXHIBIT B**

May 19, 2022

Rocking K Properties LLC  
P.O. Box 2671  
Casper, WY 82602

W.O. No.: 17278-03

Description: (Tract B, 1,978 Sq. Ft.)

A Parcel located in and being a portion of the SE1/4SW1/4, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the most southerly corner of the Parcel being described and a point in the westerly line of said SE1/4SW1/4, Section 4 and from which point the southwesterly corner of said Section 4 bears S.80°20'47"W., 1321.95 feet; thence from said Point of Beginning and along the westerly line of said Parcel and SE1/4SW1/4, Section 4, N.0°05'48"E., 38.47 feet to a point; thence along the northwesterly line of said Parcel, N.26°31'49"E., 231.01 feet to the most northerly corner of said Parcel; thence along the southeasterly line of said Parcel, S.22°50'20"W., 266.01 feet to the Point of Beginning and containing 1,978 square feet, more or less, as set forth by Exhibit A attached hereto and made a part hereof.

Said Parcel being subject to any, and all reservations, easements, and rights of way of record or as may otherwise exist.



CASPER RAWLINS  
**DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.**

RESOLUTION NO. 23-58

A RESOLUTION ACCEPTING A DEED OF GIFT FROM ROCKING K PROPERTIES, LLC FOR A 1,978 SQUARE FOOT PARCEL IN THE VICINITY OF WEST FIRST STREET AND NICHOLS AVENUE

WHEREAS, Rocking K Properties, LLC, owns a 1,978 square foot parcel of land, located generally at the northwest corner of West First Street and Nichols Avenue, which was originally reserved when Rocking K Properties, LLC, sold an adjoining parcel to an adjacent property owner; and,


WHEREAS, the 1,978 square foot parcel was reserved, and not sold to the adjacent property owner, to prevent an encroachment of the existing Platte River Trail/Pathway on private property; and,

WHEREAS, Rocking K Properties, LLC, desires to transfer the 1,978 square foot parcel to the City of Casper as a gift, requiring no compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this resolution accepting the above-described Deed of Gift from Rocking K. Properties, LLC, for the conveyance of all of its right, title, and interest in and to the property described therein.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 30, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey Belser, Support Services Director *TB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorizing Amendment #1 to the Professional Services Contract with Bearing, Belt, and Chain Inc. d/b/a NAPA Auto Parts.

Meeting Type & Date  
Regular Council Meeting  
April 18, 2023

Action type  
Resolution

Recommendation:

That Council, by Resolution, authorize Amendment #1 to the Professional Services Contract with Bearing, Belt, and Chain Inc. d/b/a NAPA Auto Parts to extend the term of the Contract through May 1, 2026.

Summary:

NAPA IBS has managed the City of Casper's fleet inventory since May 2, 2018. The current contract between the City of Casper and NAPA IBS will expire on May 1, 2023. During a pre-session council meeting on March 21, 2023, staff was given support with moving forward with submitting an amendment to extend the term of the contract for City Council's consideration to approve.

Key improvements that the city expected, and received, with having a partnership with NAPA IBS were increased efficiency with auto technicians being able to produce 200 more work orders each year for city fleet, an increase in fleet readiness of work being completed in 0-5 days, an 80% average savings annually in freight charges, a reduction in invoice processing from 2,000 to approximately 250 annually, and reduction in parts obsolescence to zero as of June 2022.

NAPA IBS has proven to be a good partner with the City of Casper especially during Covid-19 by providing needed supplies for our organization. Due to the success of the partnership with NAPA IBS, Fleet Services has met with Parks, Recreation, and Public Facilities to explore additional savings for the city with common parts and supplies used in their department. Due to time constraints of the current contract ending, a future amendment that would expand to other city services and provide the city additional opportunity to save cost and become more efficient with NAPA IBS. The intention is to prepare another agreement for City Council's consideration and approval with the new fiscal year.

Financial Considerations

Funding for this Professional Services Contract was approved in the FY23 adopted budget under the Fleet Services Fund. There are no additional costs with amending the Contract currently.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager.

Attachments

Resolution

Amendment #1

Integrated Business Solutions Service and Supply Agreement



**INTEGRATED BUSINESS SOLUTION SERVICE AND SUPPLY AGREEMENT  
BY AND BETWEEN  
BEARING, BELT, AND CHAIN INC. D/B/A NAPA AUTO PARTS  
AND  
CITY OF CASPER, WYOMING**

This Integrated Business Solution Service And Supply Agreement (this "Agreement") is made by and between Bearing, Belt, and Chain Inc. (d/b/a NAPA Auto Parts) ("NAPA"), whose principal offices are located at 1770 W. 1<sup>st</sup> Street, Casper, Wyoming 82604, and the City of Casper, Wyoming ("City"), whose principal offices are located at 200 N. David Street, Casper, Wyoming 82601, to be effective as of the 2<sup>nd</sup> day of May, 2018 (the "Effective Date").

Throughout this document, the City and NAPA may be collectively referred to as the "parties."

**W I T N E S S E T H**

WHEREAS, the City of Casper desires to obtain integrated business solution and vendor managed inventory services for the City of Casper Fleet Maintenance Division; and,

WHEREAS, NAPA desires to provide integrated business solution services and to establish vendor managed inventories in the City's locations to service the fleet parts needs of the City and to serve as the primary supplier of automotive replacement parts and other automotive related maintenance equipment, supplies and inventory as well as non-automotive supplies, inventory and equipment (the "Inventory" or "Products"); and,

WHEREAS, the City desires to retain NAPA for such services and to provide space for the Inventory on the premises of City for use by NAPA ("On-Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

**AGREEMENT**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the total costs of the Inventory needs of the City, not to include the total costs of Inventory purchased for use on transit buses procured with Federal Transportation Administration (FTA) funding.
- (b) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list,

standard cores of equal value for core exchanges and rebuilding, provided the cores are deemed acceptable by the manufacturer standards.

Further, NAPA agrees to meet the following Inventory fill rates:

- 70% of parts requested filled within 48 business hours of request
- 50% of parts requested filled within 24 business hours of request
- 40% of parts requested filled within 8 business hours of request

At the conclusion of year two of the Agreement, fill rates will be reevaluated by both the City and NAPA and may be modified to establish higher performance targets.

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On-Site Store. NAPA shall provide computer ordering and cataloging to each On-Site Store through its proprietary TAMS (Total Automotive Management System), which it cannot assign nor leave with the City upon contract termination, expiration or non-renewal. TAMS will have the following capabilities: invoicing, cataloging, master interchange, inventory control, custom pricing, inventory stocking information, inventory on order information, inventory on backorder information, lost sales reports and analysis, automatic inventory min/max review, and inventory costing. The City's Fleet Manager and/or Supervisor will be allowed access to TAMS through view only. TAMS operates on a PC hardware platform. The system will consist of at least 1 Server, 1 PC workstation and a minimum of 1 printer. The NAPA provided system will include a printer and monitors as needed. Since the TAMS hardware platform is PC based and subject to change, the exact hardware platform will be determined upon the opening of the On-Site Store. NAPA shall coordinate with the City's Information Technology Division and meet all City technology security standards. TAMS provides a complete point of sale ("POS"), NAPA Parts Catalog, Inventory Control and Replenishment and Reporting software solution. The TAMS POS system will capture all inventory and sales transactions entered for the City's IBS operation. These transactions shall be provided to the City upon request.

(d) NAPA shall provide a profit and loss statement of the parts operations to the City on approximately the 15th of each month for the On-Site Store. Statements shall include documentation with purchase order numbers for each part sold as a measure of reconciliation control for City administration.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half of the employee's hourly base rate) will be charged to the City, and must be pre-approved by the City in writing, which may include electronic means such as email and text. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

(f) Upon full execution of this Agreement, a full and comprehensive physical counting of the entire City-Owned fleet parts Inventory within the City Fleet Maintenance Facility ("City-Owned Inventory") will be conducted. NAPA personnel shall conduct the physical counting process with oversight by City personnel to provide assistance in identifying

3. FleetCross – Medium/Heavy Duty OE/Aftermarket E-Catalogs – NAPA shall provide the City’s facility with access to FleetCross on the web (www.fleetcross.com). NAPA will utilize its contract with FleetCross to provide the On-Site Store customized parts and service referencing systems for many original equipment (OE) vehicles, equipment, and parts. NAPA will have their current access to FleetCross information available for the personnel in the parts room for the City.
4. Mitchell On-Demand – NAPA will provide the City with full access to Mitchell on Demand for:
  - Cars and Light Trucks

(j) NAPA will provide one (1) vehicle to be utilized for the On-Site Store operation (the “Vehicle”). The Vehicle will be owned and maintained by NAPA. NAPA shall pay to any governmental entity any and all taxes, assessments, or license fees which may be assessed against the Vehicle. Expenses for the Vehicle, to include vehicle purchase or lease payments, insurance and license fees, and maintenance expenses, will be billed to the City as an operational expense as set forth below in Section 6(b). NAPA employees shall comply with all applicable local, state, and federal laws and regulations. NAPA is responsible for any traffic citation or towing charges that are incurred as a result of improper driving or parking of such Vehicle by NAPA personnel during the course of business.

(k) NAPA will protect, defend, and indemnify the City, its officers, elected and appointed officials, employees, agents, and volunteers from and hold them harmless against all liability, losses, damages, costs or expenses of any nature, including without limitation, reasonable attorney’s fees which they may at any time suffer, incur, or be required to pay resulting from or arising out of: (i) Any accident involving the Vehicle, and/or (ii) NAPA’s failure to properly keep, repair, and maintain in good working order the Vehicle, and/or (iii) NAPA’s failure to carry out the servicing and maintenance of the Vehicle in accordance with the manufacturer’s suggested maintenance program.

(l) The Vehicle will be allowed to enter and park within the City’s secure and gated area for the purpose of conducting business for the On-Site Store. The Vehicle may be parked indoors within the On-Site Store location. No City employees shall operate the NAPA Vehicle. No City tools or resources shall be used to maintain or repair the Vehicle.

**5. DUTIES AND RESPONSIBILITIES OF THE CITY.** The City shall have the following duties and responsibilities during the term of this Agreement:

(a) The City shall provide, at its sole expense, 10,878 square feet of usable floor and mezzanine space for NAPA’s On-Site Store and the Inventory, as illustrated in Exhibit B. The City shall provide access to restroom facilities for NAPA employees. The City shall provide parking for NAPA employees in the same area as City employees employed at the Central Services Facility. NAPA employees’ personal vehicles are not permitted in the City’s secure and gated area without prior approval from Fleet Maintenance management. Further, the City shall

(f) The City shall provide NAPA with keys and/or door codes or openers to all exterior and interior doors with access to the On-Site Store. Only NAPA staff and authorized City personnel, as identified in Section 5(d) above, will have access to keys and/or codes for entry into the On-Site Store.

(g) The City shall, at all times during the term of this Agreement, at the City's sole expense, maintain in good condition and repair the roof, exterior walls, foundation, and structural portions of the On-Site Store and all portions of the electrical and plumbing systems lying outside of the On-Site Store but serving the On-Site Store. Any temporary or permanent equipment, facilities, or fixtures installed by NAPA shall be approved by the City prior to installation and shall meet all applicable City, State, or Federal requirements. NAPA may, at termination of this Agreement, choose to remove all equipment, facilities or fixtures that are of a temporary nature, provided that it leaves the property in the same or better condition than when NAPA first took possession of the premises. Any permanent facilities or fixtures funded with public dollars shall be considered the property of the City.

(h) The City shall provide information regarding fleet changes to NAPA as soon as is reasonably practical. Fleet changes include, but are not limited to, the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

**6. PAYMENT TERMS/PRICING.** NAPA shall invoice the City for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below, as well as the operational expenses as outlined in 6(b) no later than the 5<sup>th</sup> business day of each month for all Inventory purchased by the City during the previous month. The City agrees to pay the entire amount of all undisputed statements received from NAPA within forty-five (45) days following receipt of any such statement. If the City has not paid the entire amount of all undisputed statements received from NAPA within 45 days of the due date, the City shall be put on Credit on Hold until such amount is paid in full. No prompt pay discount is available under this Agreement. The City will make payment to NAPA with a check issued by the City.

The overall objective of the City's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below, with reimbursement by the City for each On-Site Store's operating expenses, which are defined below. By billing the City for these two categories, NAPA's On-Site Store(s) may achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) *Product Price.* The pricing of the Products to be supplied to the City by NAPA pursuant to this Agreement shall be divided into: 1) "*NAPA Product Price*," which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "*Non-NAPA Product Price*," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for the City by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

must provide pre-approval in writing of such outside purchases. The City is solely responsible for improper or inappropriate instructions by the City's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless the City provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

## **7. INSURANCE.**

(a) Prior to commencement of the Agreement, NAPA shall procure and maintain for the duration of the Agreement the insurance set forth below in this Section 7.

(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.
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. **Employer's Liability:** \$500,000 each accident; \$500,000 disease-each employee; \$500,000 disease-policy limit.

(c) **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 to the extent of NAPA's indemnification obligations herein.

2. *Primary Coverage*

To the extent necessary to cover the indemnified claims for which NAPA has assumed in the indemnity section of this Agreement, NAPA's insurance coverage

**9. PERSONNEL.**

(a) NAPA and City shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-Site Store. In the event that City for any reason wishes to remove or replace any of the NAPA personnel in the On-Site Store, the parties will attempt to resolve City's request by mutual agreement.

(b) NAPA understands the need to maintain employee safety and wellbeing, security of information, and confidentiality. NAPA and all personnel employed by NAPA on City property shall comply with current and applicable City policies and procedures including, but not limited to, security, confidentiality, emergency response, harassment, sexual harassment, drug free workplace, and workplace violence, and defensive driving. NAPA employees shall participate in applicable City training regarding these topics and sign documents attesting to the understanding and compliance with said policies and procedures. Further, NAPA 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. All of the services required shall be performed by NAPA, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by NAPA shall be employed in conformity with applicable local, state or federal laws.

**10. WARRANTY/LIABILITY DISCLAIMER.** All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the City in processing all warranty claims that the City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the City in connection with any claims concerning the Products supplied to City pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to City upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that City instructs NAPA to utilize for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

**11. TERMINATION FOR CAUSE.** This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(a) NAPA shall conduct its operations for the On-Site Store in compliance with, and shall not permit the On-Site Store to be in violation of any applicable local, state, or federal environmental laws. NAPA shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property except as permitted by law, and shall not discharge any waste onto lands or any surface water or ground water at or near the property except as permitted by law. NAPA shall manage all hazardous substances and chemicals in accordance with all applicable laws and regulations including all occupational safety regulations and orders. NAPA shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of NAPA's lawful operation of the On-Site Store.

(a) NAPA shall comply with the City Central Service Center's Spill Prevention Control and Countermeasure (SPCC) Plan, Storm Water Pollution Prevention Plan (SWPPP), and other applicable environmental plans and/or regulations for the facility and participate in required training, inspections, and audits as requested by the City of Casper for compliance.

(c) NAPA shall immediately advise the City, in writing, of any of: 1) any and all governmental agencies' regulatory proceedings, or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; 2) all claims made or threatened by any party against NAPA or the property, relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any pollutant, or hazardous substance; and, 3) NAPA's discovery of any occurrence or condition on the property or any real property adjoining or in the vicinity of the property which might subject NAPA, the City, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

(d) NAPA shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by employees, subcontractors or agents of NAPA.

(e) City shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. NAPA shall be solely responsible for and shall indemnify and hold harmless the City, its elected officials, appointed officials, employees, agents, volunteers, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to NAPA's (including its subcontractors, employees and agents) use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitations:

- 1) All foreseeable and unforeseeable consequential damages;

With copy to: City of Casper, Wyoming  
City Manager's Office  
200 North David St.  
Casper, WY 82601  
Phone: 307-235-8224  
Fax: 307-235-7575

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 17.

**18. FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the City's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the City's premises unusable for the On-Site Store in the reasonable judgment of NAPA.

**19. SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

**20. AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

**21. NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**22. LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All rights and obligations of a party under this Agreement are solely and exclusively for the benefit of the



30. **OTHER CONSTITUTIONAL AND STATUTORY LIMITATIONS.** The parties further acknowledge that there are constitutional and statutory limitations on the authority of the City of Casper, Wyoming, to enter into certain terms and conditions, including, 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 this Agreement, or in any attachments or documents incorporated by reference, will not be binding on the City of Casper, 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 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 immunity shall be construed in favor of immunity.

**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:

Wilke Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

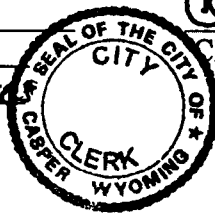
Fleur D. Tremel  
Fleur D. Tremel  
City Clerk

Ray Pacheco  
Ray Pacheco  
Mayor

WITNESS

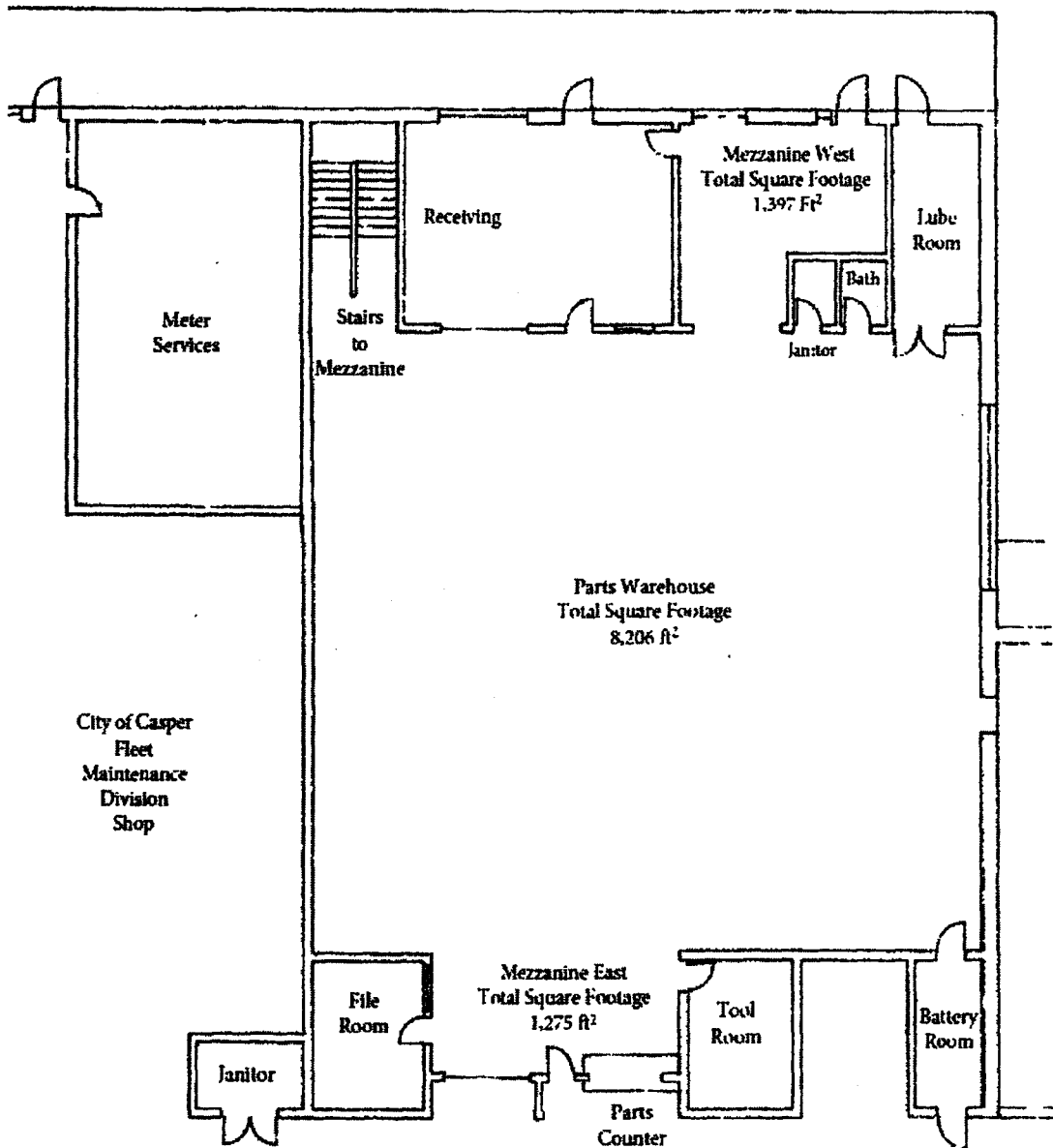
BEARING, BELT, AND CHAIN INC.

Zulima Lopez  
Printed Name: Zulima Lopez  
Title: Assistant Support Services  
Director



Clark McPherson  
Clark McPherson, General Manager

**EXHIBIT B**



February 2, 2018 and in the local newspaper on February 9 and February 16. Additionally, three vendors were contacted by City staff to inform them of the RFP. Proposals were due March 5, 2018; NAPA Auto Parts was the sole responder.

Upon full execution of the contract, NAPA and Fleet Maintenance staff will meet with local parts vendors to address questions and concerns regarding the City's transition to a vendor managed purchasing and inventory system. It is a priority of the City to maintain local vendor relationships under this solution.

#### Financial Considerations

The City should realize substantial savings from implementing IBS, estimated at over \$100,000 per year after all operating expenses. Additionally, we will slowly realize a reduction of over \$542,000 in the City's financial liability because the City will no longer own parts inventory kept onsite.

Moreover, the City can expect to see significant improvements in fleet productivity as a result of NAPA IBS. Notable impacts include an estimated 15% improvement in mechanic efficiency and fleet readiness, 20-30% improvement in on-demand parts fill rates, 95% reduction in invoice processing time, and a 12-20% reduction in parts obsolescence.

The monthly operating expenses for the NAPA onsite store and all parts procurements will be paid for out of the Fleet Maintenance Fund. No additional funding is requested for this contract.

#### Oversight/Project Responsibility

The implementation and oversight of this project will be completed by Zulima Lopez, Assistant Support Services Director.

#### Attachments

Contract

Resolution

**AMENDMENT NO. 1 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment No. 1”) is entered into on this 18th day of April, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Bearing, Belt, and Chain Inc., d/b/a NAPA Auto Parts, (“NAPA”), 1770 W. 1<sup>st</sup> Street, Casper, Wyoming 82601.

Throughout this document, the City and the NAPA may be collectively referred to as the “parties.”

**RECITALS**

A. On May 2, 2018, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for vendor managed inventories for the City’s fleet maintenance division.

B. The term of the Contract ends on May 21, 2023.

C. The parties want to extend the term of the Contract through May 1, 2026.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Amendment No. 1.

**2. AMENDMENT TO SECTION 3. TERM.**

In the first sentence of Section 3 (Term), May 1, 2021 is hereby changed to May 1, 2026.

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walter Smart  
Deputy City Attorney

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

BEARING, BELT, AND CHAIN INC.

By: Heidi Rood  
Printed Name: Heidi Rood  
Title: HR Generalist

By: Mark R Watson  
Printed Name: Mark Watson  
Title: President

RESOLUTION NO. 23-59\_

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND BEARING, BELT, AND CHAIN INC. (D/B/A NAPA).

WHEREAS, on May 2, 2018, the City and Bearing, Belt, and Chain Inc. entered into a *Contract for Professional Services* ("Contract") for vendor managed inventories for the City's fleet maintenance division; and,

WHEREAS, the parties desire to extend the term of the Contract with Amendment No. 1 to the Contract; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the above-referenced Contract..

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 31, 2023

MEMO TO: His Honor, The Mayor, and City Councilors  
FROM: Tracey L. Belser, Support Services Director *TLB*  
SUBJECT: First Amendment to the Employment Agreement with James Carter Napier

Meeting Type & Date  
Regular Council Meeting  
April 18, 2023

Action type  
Resolution

Recommendation

That Council, by resolution, authorize the First Amendment to the Employment Agreement with James Carter Napier for services as City Manager.

Summary

The City of Casper entered into an Employment Agreement with James “Carter” Napier for the services of City Manager in June 2017. The Amendment includes an increase of pay up to 5% annually by City Council up to \$240,000.00; and increase by 2% of the City’s contribution towards the City Manager’s 457 benefit plan, and an increase of 16 hours to the annual administrative leave benefit. These terms are a result of a recent performance evaluation of the City Manager.

Financial Considerations

The salary increase will be effective during the first pay period in July 2023, and is included in the FY24 budget. The other items have no budgetary concern in this fiscal year and are effective upon approval of this amendment.

Oversight/Project Responsibility

City Council

Attachments

Resolution  
First Amendment

**FIRST AMENDMENT TO THE  
EMPLOYMENT AGREEMENT  
BETWEEN  
THE CITY OF CASPER  
AND  
JAMES CARTER NAPIER**

It is hereby agreed that the Employment Agreement between the City of Casper and James Carter Napier originally dated June 20, 2017, is hereby amended in the following manner:

**SECTION III – SALARY AND BENEFITS:**

Section III A. of Employment Agreement will be replaced with the following:

- A. Effective with the first pay period in July 2023, the City shall provide an annual salary of Two Hundred Thirty-Four Thousand Nine Hundred and Six Dollars (\$234,906.00), this salary being referred to herein as the “base salary.” Each fiscal year, up to a 5% annual increase in base salary to be provided by City Council, up to a maximum of Two Hundred Forty Thousand Dollars (\$240,000.00) without a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases, or adjustments to the pay scale as a result of any approved implementation of future compensation studies, as granted to all other full time non-collective bargaining City employees without amending this Agreement.

Section III H. of Employment Agreement will be replaced with the following:

- H. Manager shall be eligible for fifty-six (56) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated.

Section III K. of Employment Agreement will be replaced with the following:

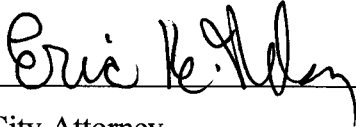
- K. The City shall contribute regularly to the Mission Square retirement corporation’s (Mission Square) Deferred Compensation Plan of Manager’s choice for the Manager’s benefit in an amount equal to seven percent (7%) of Manager’s base salary earned per year, as such salary may, from time to time be adjusted. Annual contributions shall not exceed maximum contribution amounts set by the Internal Revenue Service (IRS).



All other provisions of the Employment Agreement between the City of Casper and James Carter Napier, dated June 20, 2017, shall remain in full force and effect, except those provisions which are specifically amended herein.

IN WITNESS WHEREOF, the City and Employee have executed this Amendment on April \_\_\_\_, 2023.

Approved as to form:

  
\_\_\_\_\_

City Attorney

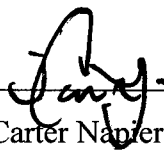
ATTEST:

CITY OF CASPER, WYOMING

A Municipal Corporation:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

  
\_\_\_\_\_  
James Carter Napier  
City Manager

RESOLUTION NO. 23-60 \_

A RESOLUTION AUTHORIZING THE FIRST AMENDMENT  
OF THE EMPLOYMENT AGREEMENT WITH JAMES  
CARTER NAPIER, FOR CITY MANAGER SERVICES.

WHEREAS it is in the best interest of the City of Casper to amend terms discussed during a recent performance evaluation on the Employee,

WHEREAS, The Employment Agreement between the City of Casper, Wyoming (the "City"), and James Carter Napier, (the "Employee"), dated June 20, 2017, shall be amended to include an increase in base pay, an increase in Administrative Leave, and an increased contribution paid by the City towards the Employee's 457 Plan, all as outlined in the attached First Amendment.

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 City Clerk to attest, a First Amendment to the Employment Agreement with James Carter Napier, for City Manager services, in the manner and form set out herein.

PASSED, APPROVED AND ADOPTED this day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

April 5, 2023

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Jolene Martinez, Assistant to the City Manager  
**SUBJECT:** Accepting a Grant from the Wyoming Game and Fish, in the Amount of \$30,000, for Repair of the Bryan Stock Trail Boat Ramp.

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action type**

Resolution

**Recommendation**

That Council, by resolution, accept a grant from Wyoming Game and Fish, in the amount of \$30,000, to be used to fund the repair of the Bryan Stock Trail boat ramp.

**Summary**

Wyoming Game and Fish staff worked with City of Casper staff to identify locations for boat ramps that will provide access to the North Platte River through Casper. Wyoming Flycasters, multiple fishing guides and recreationalists, Wyoming Game and Fish staff, and City of Casper staff all identified the Bryan Stock Trail boat ramp as an important river access point in need of repair. Wyoming Game and Fish staff subsequently requested Wallop Breaux Boating Access funding available to Wyoming Game and Fish through the U.S. Fish and Wildlife Service be granted to the City of Casper as a funding source for the boat ramp repair.

The Bryan Stock Trail boat ramp repair is part of the North Platte River restoration project, called Platte River Revival. Platte River Revival is an infrastructure project for Casper and Wyoming that improves water quality; protects drinking water and roadway infrastructure; stabilizes riverbanks; restores and protects green infrastructure; and provides economic development opportunities. The total cost estimate for riverbank and in-river construction in the seven identified priority areas of the river through Casper is estimated at over \$30 million.

**Financial Considerations**

No match is required for this grant. However, the grant does not cover 100% of the repair, which is estimated to cost \$60,000. The additional \$30,000 will be funded by private donations and the River Fund.

**Oversight/Project Responsibility**

Jolene Martinez, Assistant to the City Manager  
Alex Sveda, City Engineer

Scott Baxter, Associate Engineer

**Attachments**

Resolution

Grant Contract

**GRANT AGREEMENT  
BETWEEN WYOMING GAME AND FISH COMMISSION  
AND  
CITY OF CASPER**

**Grant Agreement No.:** 004974  
**Project Title:** Bryan Stock Trail Boat Ramp  
**Award Amount:** \$30,000.00  
**Performance Period:** April 1, 2023 through June 30, 2025  
**PPCAS Code:** FX CR0 Q430 433  
**Unit:** 5Q40  
**CFDA Number and Title:** 15.605, Wallop Breaux Boating Access  
**Federal Agency:** Fish and Wildlife Service

**Agency Project Coordinator:** Matt Hahn, 307-473-3415 / matt.hahn@wyo.gov  
**Grantee Project Coordinator:** Jolene Martinez, 307-235-8332/jmartinez@casperwy.gov

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006, and City of Casper (Grantee), whose address is: 200 North David, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from April 1, 2023 through June 30, 2025. All services shall be completed during this Performance Period.
4. **Payment.**
  - A. In accordance with Wyo. Stats. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed thirty thousand dollars and zero cents (\$30,000.00) to the Grantee to perform the activities described herein. At such time as the activities are initiated, the Grantee may invoice the Agency. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602.
  - B. In accordance with Wyo. Stat. § 9-1-404, the Grantee shall submit invoices to the Agency within one (1) year of activities being performed or within sixty (60) days of the end of the Performance Period, whichever is sooner.

- C. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance to this Agreement. At a minimum, invoices shall include:
- (i) A unique invoice number;
  - (ii) Agency Grant Agreement Number;
  - (iii) Grantee's name and address;
  - (iv) Date(s) of service or performance;
  - (v) Description of activities and/or purchases;
  - (vi) Itemization of costs; and
  - (vii) Total invoice amount.
- D. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency. Satisfactory performance under this Agreement by the Grantee shall be construed to include submission to the Agency of an adequate written Project Narrative Summary as required by Section 5(F)(ii) of this Agreement, without which the final payment shall be withheld.
- E. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including administrative fees, overhead costs or travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Perform the following project activities:
- (i) Replace damaged concrete boat ramp on the North Platte River located on the south bank, just upstream of the Bryan Stock Trail Road bridge.
  - (ii) Provide engineering design and consult with Agency on design prior to initiating construction.
  - (iii) Supervise consultants, construction contractors, and equipment operators as necessary to ensure proper installation per the final design.

- (iv) Provide a full set of as-built drawings and a copy of project completion reports.
  - (v) Provide Agency photos taken before, during, and after project construction.
- B. Utilize grant funds only for the project activities identified in Section 5(A) of this Agreement, and return any unused grant funds no later than sixty (60) days after the Performance Period or within sixty (60) days after termination of this Agreement by either party, whichever is sooner.
- C. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency, Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Financial records, supporting documents, statistical records, and all other records pertinent to the Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333 (Retention requirements for records).
- D. Make any and all project-related information available to the Agency, as requested by the Agency.
- E. Return any equipment purchased with grant funds to the Agency.
- F. Submit to the Agency, upon project completion or within sixty (60) days after the Performance Period end date, whichever is sooner:
  - (i) A Final Invoice, and
  - (ii) The Project Narrative Summary which shall include a description of actual accomplishments; reasons established goals were not met, if appropriate; any pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs; any unexpected problems that were overcome; any favorable developments resulting in unanticipated or different beneficial results than originally planned; and financial information, which shall include the amount of grant funds utilized for project performance by cost category.
- G. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the project.
- H. Complete Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, which is attached to and incorporated into this Agreement by this reference, and submit it with this signed Agreement to the

Agency in order to provide the additional information needed to fulfill requirements of Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- I. Acknowledge in any theses, publications and final research papers that the funding provided for the project came from whichever federally funded program from which the funds originated.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Make grant funds available as specified in Section 4 above.
- B. Make related information from existing Agency records available to Grantee.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee 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 Agency.
- B. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Build America, Buy America.** The Grantee certifies and agrees that:
  - (i) The Grantee will comply with all applicable federal guidance and regulations related to the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.
  - (ii) All iron, steel, manufactured products, articles, materials, and supplies that are incorporated into or affixed to a permanent or semi-permanent fixture on the landscape must be produced in the United States. A product, article, material, or supply is produced in the United States if it was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- D. **Certifications.** Acceptance of this grant constitutes certification that:

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- (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- (ii) Grantee is not delinquent on any federal debt.
- (iii) To the best of the Grantee's knowledge and belief:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form – LLL (Disclosure of Lobbying Activities).

**E. Conflict of Interest Disclosures.** Grantee shall comply with the requirements of 2 CFR § 200.112 (Conflict of Interest). Grantee is responsible for notifying Agency in writing of any actual or potential conflicts of interest that may arise during the life of this award. This Agreement may be terminated if Agency discovers an undisclosed conflict of interest.

**F. Copyright License and Patent Rights.** Grantee acknowledges that the federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: 1) the copyright in any work developed under this Agreement; and 2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

**G. Drug-Free Workplace.** Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR part 1401, which

require all programs and activities receiving federal assistance to maintain a drug-free workplace.

- H. Environmental Policy Acts.** Grantee 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, if applicable.
- I. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars and zero cents (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- K. Kickbacks.** Grantee 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 Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subgrantees. This shall include, but not be limited to, the right to make site inspections at any time and with

reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

- M. Nondiscrimination.** Grantee 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.
- N. Non-Supplanting Certification.** Grantee 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. Grantee 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.
- O. Prior Approval Requirements.** Grantee shall comply with the requirements of 2 CFR § 200.407 and notify Agency of any changes that have a significant impact on the award-supported activities or in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award, changes in scope, time extensions, budget revisions, changes in key personnel, etc.
- P. Procurement Standards.** Grantee's procurement procedures must conform to applicable federal and state laws and the standards identified in 2 CFR § 200.318 through 2 CFR § 200.326.
- Q. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts

of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Compliance with Laws.** The Grantee 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.
- F. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- G. Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; and Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, consisting of one (1) page; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. 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.

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and City of Casper

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Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- I. 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.
- J. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for:
- (i) Any payments used for purposes not authorized or performed outside this Agreement;
  - (ii) Any payments for project work the Grantee is unable to provide, or
  - (iii) Any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement.
- K. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

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to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- M. Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- N. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- P. Taxes.** Grantee 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.
- Q. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if Grantee fails to perform in accordance with the terms of this Agreement. The Agency will make reasonable efforts to resolve any issues informally before terminating the Agreement. However, should the Agency choose to terminate this Agreement, it shall provide Grantee with written notice of termination.
- R. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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and City of Casper

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- S. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- T. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- U. 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.
- V. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**
- (i)** This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.
  - (ii)** Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
  - (iii)** The recipient shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**WYOMING GAME AND FISH COMMISSION**

\_\_\_\_\_  
John Kennedy, Deputy Director  
Wyoming Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meredith Wood, Chief Fiscal Officer

\_\_\_\_\_  
Date

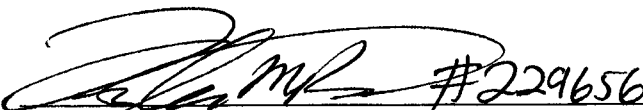
**GRANTEE:**  
City of Casper

\_\_\_\_\_  
Bruce Knell, Mayor  
Authorized Signatory for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
UEI Number

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*for:*  #229656  
\_\_\_\_\_  
Cole E. White, Assistant Attorney General

03-21-2023  
Date

**CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Wallace Trembath, Deputy City Attorney

\_\_\_\_\_  
Date



# ATTACHMENT A

## Federal Funding Accountability and Transparency Act (FFATA)

GRANTEE, as a subrecipient of federal grant funds, please provide additional information needed to fulfill Federal Funding Accountability and Transparency Act (FFATA) requirements:

1. Legal Name of Subrecipient:

2. DBA or Other Name:

3. Unique Entity ID (UEI) Number:

4. Address of Subrecipient:

(City)     (State)     (Zip)     (Country)

5. If different from above, Principal Place of Performance:

(City)     (State)     (Zip)     (Country)

YES                      NO  
                     

6. Is Subrecipient owned or controlled by a parent entity?

If yes, please provide the UEI Number and Address of parent entity:

(City)     (State)     (Zip)     (Country)

7. In your organization's preceding completed fiscal year, did your organization (the legal entity to which the UEI number belongs) receive:                      YES                      NO

a. 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and /or                                           

b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?                                           

8. Does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1)?                                           

\_\_\_\_\_  
**Grantee Authorized Signatory**

\_\_\_\_\_  
**Date**

**GRANT AGREEMENT  
BETWEEN WYOMING GAME AND FISH COMMISSION  
AND  
CITY OF CASPER**

**Grant Agreement No.:** 004974  
**Project Title:** Bryan Stock Trail Boat Ramp  
**Award Amount:** \$30,000.00  
**Performance Period:** April 1, 2023 through June 30, 2025  
**PPCAS Code:** FX CR0 Q430 433  
**Unit:** 5Q40  
**CFDA Number and Title:** 15.605, Wallop Breaux Boating Access  
**Federal Agency:** Fish and Wildlife Service

**Agency Project Coordinator:** Matt Hahn, 307-473-3415 / matt.hahn@wyo.gov  
**Grantee Project Coordinator:** Jolene Martinez, 307-235-8332/jmartinez@casperwy.gov

1. **Parties.** The parties to this Grant Agreement (Agreement) are the Wyoming Game and Fish Commission (Commission), by and through the Wyoming Game and Fish Department (Agency), whose address is: 5400 Bishop Boulevard, Cheyenne, WY 82006, and City of Casper (Grantee), whose address is: 200 North David, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the Agency shall provide grant funds to the Grantee to use for projects described herein.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Performance Period of the Agreement is from April 1, 2023 through June 30, 2025. All services shall be completed during this Performance Period.
4. **Payment.**
  - A. In accordance with Wyo. Stats. §§ 23-1-302 (a)(x) and (a)(xi), and 23-1-501, the Agency hereby grants an amount not to exceed thirty thousand dollars and zero cents (\$30,000.00) to the Grantee to perform the activities described herein. At such time as the activities are initiated, the Grantee may invoice the Agency. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602.
  - B. In accordance with Wyo. Stat. § 9-1-404, the Grantee shall submit invoices to the Agency within one (1) year of activities being performed or within sixty (60) days of the end of the Performance Period, whichever is sooner.

- C. Grantee shall submit invoices in sufficient detail to ensure that payments may be made in conformance to this Agreement. At a minimum, invoices shall include:
- (i) A unique invoice number;
  - (ii) Agency Grant Agreement Number;
  - (iii) Grantee's name and address;
  - (iv) Date(s) of service or performance;
  - (v) Description of activities and/or purchases;
  - (vi) Itemization of costs; and
  - (vii) Total invoice amount.
- D. No payment shall be made for work performed outside the Performance Period of this Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of Agency. Satisfactory performance under this Agreement by the Grantee shall be construed to include submission to the Agency of an adequate written Project Narrative Summary as required by Section 5(F)(ii) of this Agreement, without which the final payment shall be withheld.
- E. Except as otherwise provided in this Agreement, the Grantee shall pay all costs and expenses, including administrative fees, overhead costs or travel, incurred by Grantee or on its behalf in connection with Grantee's performance and compliance with all of Grantee's obligations under this Agreement.

5. **Responsibilities of Grantee.** The Grantee agrees to:

- A. Perform the following project activities:
- (i) Replace damaged concrete boat ramp on the North Platte River located on the south bank, just upstream of the Bryan Stock Trail Road bridge.
  - (ii) Provide engineering design and consult with Agency on design prior to initiating construction.
  - (iii) Supervise consultants, construction contractors, and equipment operators as necessary to ensure proper installation per the final design.

- (iv) Provide a full set of as-built drawings and a copy of project completion reports.
  - (v) Provide Agency photos taken before, during, and after project construction.
- B. Utilize grant funds only for the project activities identified in Section 5(A) of this Agreement, and return any unused grant funds no later than sixty (60) days after the Performance Period or within sixty (60) days after termination of this Agreement by either party, whichever is sooner.
- C. Maintain adequate accounting records that properly disclose the source and application of grant funds, and make records available for audit by the Agency, Federal awarding agency, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives. Financial records, supporting documents, statistical records, and all other records pertinent to the Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333 (Retention requirements for records).
- D. Make any and all project-related information available to the Agency, as requested by the Agency.
- E. Return any equipment purchased with grant funds to the Agency.
- F. Submit to the Agency, upon project completion or within sixty (60) days after the Performance Period end date, whichever is sooner:
  - (i) A Final Invoice, and
  - (ii) The Project Narrative Summary which shall include a description of actual accomplishments; reasons established goals were not met, if appropriate; any pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs; any unexpected problems that were overcome; any favorable developments resulting in unanticipated or different beneficial results than originally planned; and financial information, which shall include the amount of grant funds utilized for project performance by cost category.
- G. Not use the funds provided by the Agency as match for any federal sources of funding that may be obtained for the project.
- H. Complete Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, which is attached to and incorporated into this Agreement by this reference, and submit it with this signed Agreement to the

Agency in order to provide the additional information needed to fulfill requirements of Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

- I. Acknowledge in any theses, publications and final research papers that the funding provided for the project came from whichever federally funded program from which the funds originated.

6. **Responsibilities of Agency.** The Agency agrees to:

- A. Make grant funds available as specified in Section 4 above.
- B. Make related information from existing Agency records available to Grantee.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee 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 Agency.
- B. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. The Agency shall notify the Grantee of any state or federal determination of noncompliance.
- C. **Build America, Buy America.** The Grantee certifies and agrees that:
  - (i) The Grantee will comply with all applicable federal guidance and regulations related to the Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52.
  - (ii) All iron, steel, manufactured products, articles, materials, and supplies that are incorporated into or affixed to a permanent or semi-permanent fixture on the landscape must be produced in the United States. A product, article, material, or supply is produced in the United States if it was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- D. **Certifications.** Acceptance of this grant constitutes certification that:

Grant Agreement  
between Wyoming Game and Fish Commission  
and City of Casper  
Agency Agreement No: 004974  
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- (i) Grantee is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- (ii) Grantee is not delinquent on any federal debt.
- (iii) To the best of the Grantee's knowledge and belief:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (b) If funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee will complete and submit Standard Form – LLL (Disclosure of Lobbying Activities).

**E. Conflict of Interest Disclosures.** Grantee shall comply with the requirements of 2 CFR § 200.112 (Conflict of Interest). Grantee is responsible for notifying Agency in writing of any actual or potential conflicts of interest that may arise during the life of this award. This Agreement may be terminated if Agency discovers an undisclosed conflict of interest.

**F. Copyright License and Patent Rights.** Grantee acknowledges that the federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: 1) the copyright in any work developed under this Agreement; and 2) any rights of copyright to which Grantee purchases ownership using funds awarded under this Agreement. Grantee must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.

**G. Drug-Free Workplace.** Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 CFR part 1401, which

require all programs and activities receiving federal assistance to maintain a drug-free workplace.

- H. Environmental Policy Acts.** Grantee 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, if applicable.
- I. Federal Audit Requirements.** Grantee agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars and zero cents (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Grantee agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Agreement, Grantee shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- J. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
  - (iii) Uses forced labor in the performance of the award or subawards under the award.
- K. Kickbacks.** Grantee 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 Grantee breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Grantee or its subgrantees. This shall include, but not be limited to, the right to make site inspections at any time and with

reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

- M. Nondiscrimination.** Grantee 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.
- N. Non-Supplanting Certification.** Grantee 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. Grantee 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.
- O. Prior Approval Requirements.** Grantee shall comply with the requirements of 2 CFR § 200.407 and notify Agency of any changes that have a significant impact on the award-supported activities or in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award, changes in scope, time extensions, budget revisions, changes in key personnel, etc.
- P. Procurement Standards.** Grantee's procurement procedures must conform to applicable federal and state laws and the standards identified in 2 CFR § 200.318 through 2 CFR § 200.326.
- Q. Program Income.** Grantee shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

**8. General Provisions.**

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts



of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. **Compliance with Laws.** The Grantee 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.
- F. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.
- G. **Entirety of Agreement.** This Agreement, consisting of twelve (12) pages; and Attachment A, Federal Funding Accountability and Transparency Act (FFATA) Grantee Data Collection Form, consisting of one (1) page; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- H. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- I. 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.
- J. Grant Recovery.** The Agency shall be entitled to recover from the Grantee any full or partial payment made under this Agreement for:
- (i) Any payments used for purposes not authorized or performed outside this Agreement;
  - (ii) Any payments for project work the Grantee is unable to provide, or
  - (iii) Any payments for project work the Grantee did not provide but was required to provide under the terms of this Agreement.
- K. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee 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 Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Grantee agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure

to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.

- M. Notices.** All reports, forms, notices and communications arising out of, or from, the provisions of this Agreement shall be in writing and directed to the attention of the Agency's or Grantee's contact person either by regular mail or delivery in person at the addresses provided under this Agreement.
- N. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed and approved as to form by the Office of the Attorney General.
- O. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming, the Commission, and Agency expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- P. Taxes.** Grantee 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.
- Q. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if Grantee fails to perform in accordance with the terms of this Agreement. The Agency will make reasonable efforts to resolve any issues informally before terminating the Agreement. However, should the Agency choose to terminate this Agreement, it shall provide Grantee with written notice of termination.
- R. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

Grant Agreement  
between Wyoming Game and Fish Commission  
and City of Casper

Agency Agreement No: 004974

Page 10 of 12

- S. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- T. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- U. 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.
- V. Enhancement of Recipient and Subrecipient Employee Whistleblower Protection.**
- (i)** This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.
  - (ii)** Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
  - (iii)** The recipient shall insert this clause, including this paragraph (iii), in all subawards and in contracts over the simplified acquisition threshold related to this award.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

**WYOMING GAME AND FISH COMMISSION**

\_\_\_\_\_  
John Kennedy, Deputy Director  
Wyoming Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Meredith Wood, Chief Fiscal Officer

\_\_\_\_\_  
Date

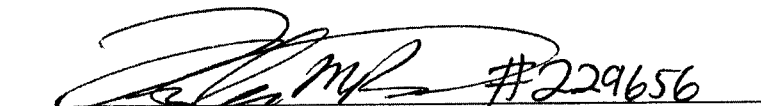
**GRANTEE:**  
City of Casper

\_\_\_\_\_  
Bruce Knell, Mayor  
Authorized Signatory for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
UEI Number

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

*for*  #229656  
\_\_\_\_\_  
Cole R. White, Assistant Attorney General

03-21-2023  
Date

**CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Wallace Trembath, Deputy City Attorney

\_\_\_\_\_  
Date

# ATTACHMENT A

## Federal Funding Accountability and Transparency Act (FFATA)

GRANTEE, as a subrecipient of federal grant funds, please provide additional information needed to fulfill Federal Funding Accountability and Transparency Act (FFATA) requirements:

1. **Legal Name of Subrecipient:**
2. **DBA or Other Name:**
3. **Unique Entity ID (UEI) Number:**
4. **Address of Subrecipient:** 

<input type="text" value="Casper"/> <small>(City)</small>	<input type="text" value="Wy"/> <small>(State)</small>	<input type="text" value="82601"/> <small>(Zip)</small>	<input type="text" value="United States"/> <small>(Country)</small>
--	---	--	--
5. **If different from above, Principal Place of Performance:**

<input type="text"/>			
<input type="text"/> <small>(City)</small>	<input type="text"/> <small>(State)</small>	<input type="text"/> <small>(Zip)</small>	<input type="text"/> <small>(Country)</small>
6. Is Subrecipient owned or controlled by a parent entity?

<input type="radio"/> YES	<input checked="" type="radio"/> NO
---------------------------	-------------------------------------

If yes, please provide the UEI Number and Address of parent entity:

<input type="text"/>			
<input type="text"/> <small>(City)</small>	<input type="text"/> <small>(State)</small>	<input type="text"/> <small>(Zip)</small>	<input type="text"/> <small>(Country)</small>
7. In your organization's preceding completed fiscal year, did your organization (the legal entity to which the UEI number belongs) receive:

	<b>YES</b>	<b>NO</b>
a. 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and /or	<input type="radio"/>	<input checked="" type="radio"/>
b. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	<input type="radio"/>	<input checked="" type="radio"/>
8. Does the public have access to information about the compensation of the executives in your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1)?

	<input checked="" type="radio"/>	<input type="radio"/>
--	----------------------------------	-----------------------

\_\_\_\_\_  
Grantee Authorized Signatory

\_\_\_\_\_  
Date

Attachment A to the  
Grant Agreement  
between Wyoming Game and Fish Commission and  
City of Casper  
Agency Agreement No: 004974  
Page 1 of 1



RESOLUTION NO. 23-61 \_

A RESOLUTION AUTHORIZING ACCEPTANCE OF A  
GRANT FROM WYOMING GAME AND FISH COMMISSION  
WALLOP BREAUX BOATING ACCESS FUND

WHEREAS, the City of Casper identified the need to restore the North Platte River through Casper and has established a project called the Platte River Revival; and,

WHEREAS, an important aspect of river restoration is providing access via boat ramps; and,

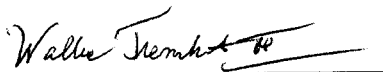
WHEREAS, the City of Casper has been approved for a grant from Wyoming Game and Fish Commission Wallop Breaux Boating Access Fund in the amount of Thirty Thousand Dollars (\$30,000) for the repair of the Bryan Stock Trail boat ramp; and,

WHEREAS, the City of Casper desires to accept the grant funds from Wyoming Game and Fish Commission to fund Bryan Stock Trail boat ramp repair.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Grant Agreement between the Wyoming Game and Fish Commission and the City of Casper, Wyoming, in the amount of Thirty Thousand Dollars (\$30,000).

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

April 10, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
SUBJECT: Authorizing a Letter of Support for the Wyoming Food for Thought's Grant Application to the Rocky Mountain Power Blue Sky Program

**Meeting Type & Date:**

Regular Council Meeting - April 18, 2023

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, authorize a Letter of Support for Wyoming Food for Thought (WFFT).

**Summary:**

WFFT is submitting a grant application to Rocky Mountain Power's Blue Sky program in order to install solar photo voltaic (PV) at their proposed grocery store project at the former North Casper School. The grant would enable a rooftop solar installation for energy efficient lighting and heating.

The City of Casper has partnered with WFFT on their grocery store project via the Wyoming Community Development Authority's (WCDA) Community Development Block Grant (CDBG) fund. The CDBG fund encourages WFFT to leverage those grant funds for other grants, and the Blue Sky program would be a nice addition to the funding portfolio. The application requires a Letter of Support from the City.

**Financial Considerations:**

None at this time.

**Oversight/Project Responsibility:**

Liz Becher, Community Development Director

**Attachments:**

Letter of Support  
Resolution



April 4, 2023

Rocky Mountain Power Blue Sky Program  
1407 W North Temple  
Salt Lake City, UT 84116

Blue Sky Grant Committee Members:

The City of Casper is proud to provide this letter for the Wyoming Food for Thought Project in support of their grant application to Rocky Mountain Power's Blue Sky program and their proposal to install solar photo voltaic (PV) at their proposed grocery store project at the former North Casper School.

The City of Casper recognizes the benefits that renewable energy provides to our community, and we support community investments in clean, renewable energy sources.

The Wyoming Food for Thought Project is a pillar in Wyoming, serving youth and the greater community for nearly 11 years. They have already demonstrated their commitment to sustainability by improving the energy efficiency of their facility, participating in Rocky Mountain Power's renewable energy programs, and encouraging their community to live more sustainably. Their community gardens, which utilize their own organic compost, are "living" testaments of the value that Wyoming Food for Thought puts into community sustainability. This latest proposal would allow the Wyoming Food for Thought Project to take their efforts to the next level by combining a robust rooftop solar installation with energy efficient lighting and heating.

We are excited to see community organizations serve as leaders in advancing sustainability and community resiliency, and this project will provide an important and visible message to our community. We recognize the benefits that this project would provide Wyoming Food for Thought Project, as well as the greater community which they serve and support through a variety of programs.

Thank you for your consideration of their request.

Sincerely,

Bruce Knell  
Mayor

RESOLUTION NO. 23-62

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR THE WYOMING FOOD FOR THOUGHT'S GRANT APPLICATION TO THE ROCKY MOUNTAIN POWER BLUE SKY PROGRAM.

WHEREAS, the City of Casper, Wyoming ("City"), has partnered with Wyoming Food for Thought (WFFT) on their grocery store project at the former North Casper School via the Wyoming Community Development Authority (WCDA) Community Development Block Grant (CDBG) fund; and,


WHEREAS, WFFT is submitting a grant application to Rocky Mountain Power's Blue Sky program to install photo voltaic (PV) at the former North Casper School for a rooftop solar installation with energy efficient lighting and heating; and,

WHEREAS, the application requires a Letter of Support from the City.

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 a Letter of Support for WFFT's grant application to the Rocky Mountain Power Blue Sky Program.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of Aprils , 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

April 12, 2023

**MEMO TO:** J. Carter Napier, City Manager *JCN*  
**FROM:** Zulima Lopez, Parks, Recreation, & Public Facilities Director  
**SUBJECT:** Approve Amendment No. 1 to the Memorandum of Understanding for Community Recreation Facilities Between the City of Casper and the Natrona County School District

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action type**

Resolution

**Recommendation**

That Council, by resolution, approve Amendment No. 1 to the Memorandum of Understanding for Community Recreation Facilities between the City of Casper and the Natrona County School District regarding the Highland Park Tennis Complex.

**Summary**

In December 2021, City Council gave initial approval for the City of Casper to transfer property at Highland Park, including the existing tennis courts, gazebo, parking lot, and additional land area, to the Natrona County School District. The intent was for the District to build a ten-court tennis complex suitable for District team use and for tournament play. After the required public hearing process, Council approved the property transfer by means of a Memorandum of Understanding (MOU) with the School District. Since that time, the District has completed design and undergone construction of the facility, which should be completed in the coming months. The final design did not incorporate the two northern most tennis courts into the ten-court complex. As discussed with Council in June 2022, the District agreed to retain ownership and ongoing maintenance responsibility of the existing two northern courts, provided the City resurface the courts into pickleball courts.

After a year of collaboration and consideration, the City and the District are prepared to move forward with the resurfacing and conversion of the two existing tennis courts to eight exclusive pickleball courts. This decision was made in response to the growing popularity of pickleball nationally and locally. The eight new pickleball courts will create Casper's first dedicated outdoor pickleball complex and be suitable to attract local and regional tournaments to Casper.

An amendment to the original MOU between the City and the District for the property transfer is needed to memorialize the agreement to expand the scope of the original project to include the outdoor pickleball courts, as well as to adhere to sections of the MOU that required the parties to

complete certain tasks throughout the development of the project. These tasks include clarifying the legal description of the property conveyed and the inclusion of the tennis complex construction plans and specifications into the MOU.

**Financial Considerations**

The resurfacing and conversion of the pickleball courts will be funded by the City of Casper. The project will be funded by General Fund Reserves.

**Oversight/Project Responsibility**

Zulima Lopez, Parks, Recreation, & Public Facilities Director

**Attachments**

Amendment No. 1 to the Memorandum of Understanding for Community Recreation Facilities Resolution

**AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING FOR  
COMMUNITY RECREATION FACILITIES BETWEEN THE CITY OF  
CASPER, WYOMING AND THE NATRONA COUNTY SCHOOL DISTRICT**

This Amendment No. 1 to the Memorandum of Understanding for Community Recreation Facilities (“Amendment”) is entered into on this \_\_\_\_\_ day of April 2023, by and between the following parties:

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

2. The Natrona County School District (the “District” or “NCSD”), 970 North Glenn Road, Casper, Wyoming 82601.

Throughout this document, the City and the District may be collectively referred to as the “parties.”

**RECITALS**

A. On December 30, 2021, the City and the District entered into a *Memorandum of Understanding for Community Recreation Facilities* (“MOU”) for the conveyance of City property to NCSD for the purpose of development into tennis facilities. The terms of the MOU require the parties to complete certain tasks, some of which have been completed as described herein.

B. Section 2 of the MOU requires the parties to clarify the legal description of the property conveyed, which is accomplished by incorporating the Special Warranty Deed to the MOU as described in the addition of Section 10 herein.

C. Section 6 of the MOU requires the construction plans and specifications of the project to be incorporated into the MOU, which is accomplished in Section 11 herein.

D. Pickleball is one of the fastest growing sports in the country and the Casper community currently has no dedicated outdoor pickleball facilities. The Parties see value in expanding community recreation facilities to provide outdoor pickleball for public enjoyment as set out in the addition of Section 12 herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the MOU as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT ADDING SECTION 10 TO THE MOU.**

**10. Clarification of Legal Description.** Section 4. Titled “Conveyance of Property,” requires that upon agreement of the Parties regarding the Scope of the Project, the City shall convey and transfer complete ownership of the Property to NCSA, via a Special Warranty Deed.

Attached hereto and made part of this MOU and labeled as Exhibit C, is a copy of the Special Warranty Deed, which was recorded with the Natrona County Clerk on June 27, 2022, as Record Number 1126510.

**3. AMENDMENT ADDING SECTION 11 TO THE MOU.**

**11. Completion of Construction Plans and Specifications.** Section 6. Titled “District Responsibilities,” requires that upon approval of the Parties of the Scope of the Project, this MOU shall be amended to incorporate the construction plans and specifications regarding the Project. Attached hereto and made part of this MOU and labeled as Exhibit D, is copy of the construction plans. The specifications are incorporated as Exhibit E and made part of this MOU, have been provided to each party, can be viewed in the City of Casper’s Clerk’s Office and will be saved in the City’s archived files (Laserfiche).

**4. AMENDMENT ADDING SECTION 12 TO THE MOU.**

**12. Addition of pickleball courts.**

- a. At its sole cost and expense, within four (4) years of the Effective Date, the City shall make necessary improvements to convert the two existing northernmost tennis courts to eight (8) dedicated pickleball courts. This includes crack filler, resurfacing, striping, sleeves, mounts, posts, nets, and other improvements, as deemed necessary by the City of Casper, for the conversion. Upon completion of the pickleball conversion, the newly converted courts shall be subject to all provisions contemplated in this MOU. If the City of Casper does not complete the improvements within four (4) years, the District may, at its own cost and expense, decommission the two (2) courts and convert the land to turf or construct other improvements or structures that are consistent with the use of the property as a tennis facility.
- b. The District shall be responsible for the cost of maintenance and upkeep of the pickleball facilities in perpetuity after the initial construction is complete.

### **3. RATIFICATION**

The terms and conditions of the MOU, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

*\*Signature pages to follow\**

*Signature Page for the City of Casper*

APPROVED AS TO FORM

*Wallis Tremel*  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor



*Signature Page for Natrona County School District No. 1*

APPROVED AS TO FORM

\_\_\_\_\_

WITNESS

Natrona County School District No. 1

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: DocuSigned by:  
*Michael Jennings*  
D639B625EFF04FA...

Printed Name: Michael Jennings

Title: Superintendent

**SPECIAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS:

The City of Casper, Wyoming, a Wyoming Municipal Corporation, 200 North David, Casper, Wyoming 82601, as Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other and other good and valuable consideration in hand paid, conveys and warrants to the Natrona County School District, 970 N. Glenn Rd., Casper, Wyoming 82601, as Grantee, the following described real estate situate in the County of Natrona and State of Wyoming to-wit:

The real property described and set forth on Exhibit A and Exhibit B, attached hereto, the same being incorporated herein at this point as if fully set forth.

Said parcel is subject to any and all easements, restrictive covenants, and reservations of record, and the easements shown on Exhibit B.

This Special Warranty Deed is also subject to the following special conditions that run with the land:

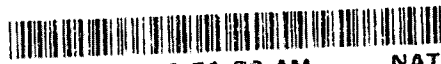
1. In the event the Grantee's responsibilities are not fully performed within four (4) years of the Effective Date of the MOU between the City and NSCD, the Property shall revert back to the City upon written demand. Should demand be made and refused, the City shall retain the right to specifically enforce the provisions of this section to enforce the reversion.

2. So long as the Property is utilized by the District as a tennis facility, open to the public as contemplated in the MOU, no reversion shall occur. However, in the event the District looks to dispose of the Property or no longer utilizes the Property as contemplated herein, the Property shall revert back to the City upon written demand. Should demand be made and refused, the City shall retain the right to specifically enforce the provisions of the MOU to enforce the reversion.

Dated this 21<sup>st</sup> day of June, 2022.

APPROVED AS TO FORM:

*Walter Trout*



6/27/2022 8:51:39 AM  
Pages: 4

NATRONA COUNTY CLERK

Tracy Good  
Recorded: CC  
Fee: \$21.00  
CASPER, CITY OF

**1126510**



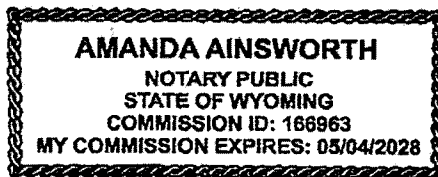
THE CITY OF CASPER, WYOMING,  
A WYOMING MUNICIPAL  
CORPORATION, GRANTOR:

*Ray Pacheco*  
Ray Pacheco  
Mayor

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF NATRONA    )

This instrument was acknowledged before me this 21<sup>st</sup> day of June, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation, as Grantor.

*Amanda Ainsworth*  
NOTARY PUBLIC



My commission expires: 5/4/28.





EXHIBIT "A"  
HIGHLAND PARK TENNIS COMPLEX

Two parcels of land within the City of Casper's Highland Park, situate within the SE¼NE¼ of Section 10, T.33N., R.79W., City of Casper, Natrona County, Wyoming, as shown on Exhibit B, attached hereto and by this reference made a part hereof, and being more particularly described as follows:

Parcel 1:

Commencing at the northeast corner of the Frontier Middle School parcel, monumented by a brass cap and being the Point of Beginning of Parcel #1;

Thence S89°24'06"W, along the south line of Highland Park and the north line of Frontier Middle School a distance of 269.45 feet to the southwest corner of the parcel;

Thence N00°33'42"W, a distance of 467.01 feet to a point;

Thence N11°47'59"E, a distance of 148.92 feet to the northwest corner of the parcel;

Thence N89°31'17"E, a distance of 141.26 feet to a point;

Thence N00°23'34"E, a distance of 212.20 feet to a point;

Thence N89°40'35"E, a distance of 100.33 feet to the northeast corner of the parcel, located on the west line of Beverly Street;

Thence in a southeast direction along the west side of Beverly Street and a curve to the right having a radius of 500.00 feet, through a central angle of 13°24'57", a distance of 117.07 feet, with a chord bearing of S07°11'11"E, a distance of 116.81 feet to the end of curve;

Thence S00°28'43"E, along the west line of Beverly Street, a distance of 707.81 feet to a point;

Thence S89°24'06"W, a distance of 20.00 feet to the Point of Beginning.

The above described parcel contains approximately 4.57 acres (199,140.79 ft<sup>2</sup>), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Parcel 2:

Commencing at the northwest corner of the Frontier Middle School parcel, monumented by a brass cap and being the Point of Beginning of Parcel #2;

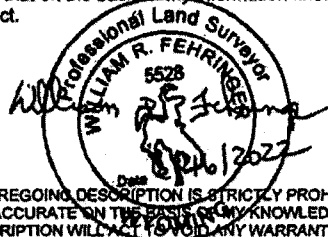
Thence S44°47'06"W, along the west line of the Frontier Middle School parcel, a distance of 82.67 feet to a point;

Thence N01°17'22"W, a distance of 58.07 feet to a point;

Thence N89°24'06"E, along the north line of the Frontier Middle School parcel extended, a distance of 59.54 feet to the Point of Beginning.

The above described parcel contains approximately 0.04 acres (1728.65 ft<sup>2</sup>), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

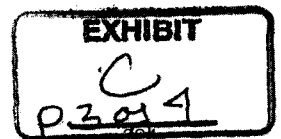
I hereby certify that this description was prepared by me from notes taken during an actual field survey, under my direct supervision in November, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

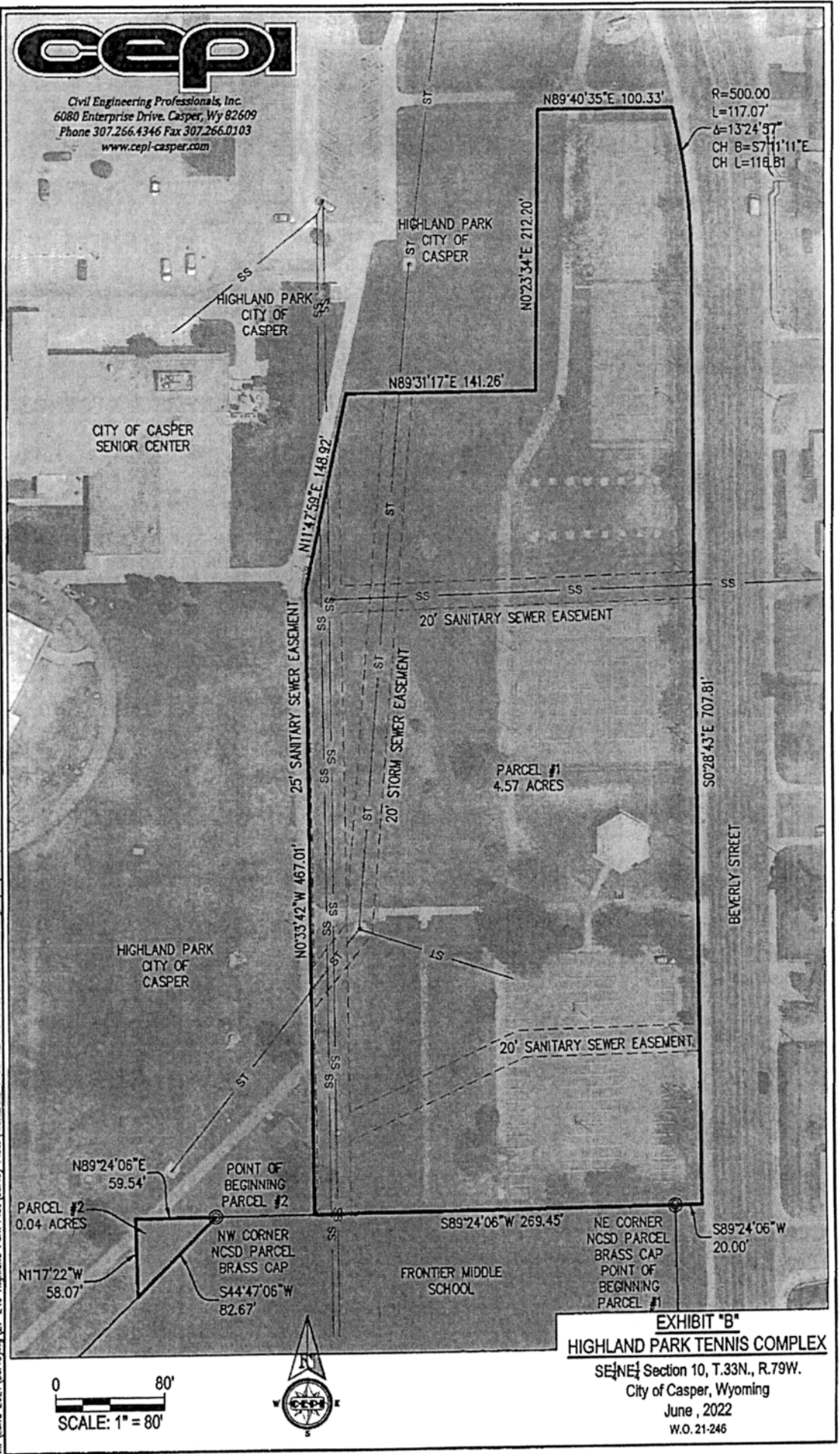
W.O. #21-246  
Highland Park Tennis Complex Revision 2

Civil Engineering Professionals, Inc.  
6080 Enterprise Dr. - Casper, WY 82609  
Phone 307.266.4346 - Fax 307.266.0103  
www.cepi-casper.com





Civil Engineering Professionals, Inc.  
6080 Enterprise Drive, Casper, WY 82609  
Phone 307.266.4346 Fax 307.266.0103  
www.cepi-casper.com



R=500.00  
L=117.07'  
Δ=13°24'37"  
CH B=S71°11'11"E  
CH L=116.81'

M:\Land 2021\Surveying\21-246 Highland Park Plots\Survey Plots\HIGHLAND PARK TENNIS COURTS-OPTION 3.dwg, 6/16/2022, Bill

0 80'  
SCALE: 1" = 80'



**EXHIBIT "B"**  
**HIGHLAND PARK TENNIS COMPLEX**  
SE 1/4 NE 1/4 Section 10, T.33N., R.79W.  
City of Casper, Wyoming  
June, 2022  
W.O. 21-246

EXHIBIT  
325  
C  
P4024

# NATRONA COUNTY SCHOOL DISTRICT IN NATRONA COUNTY TENNIS FACILITY CASPER, WYOMING

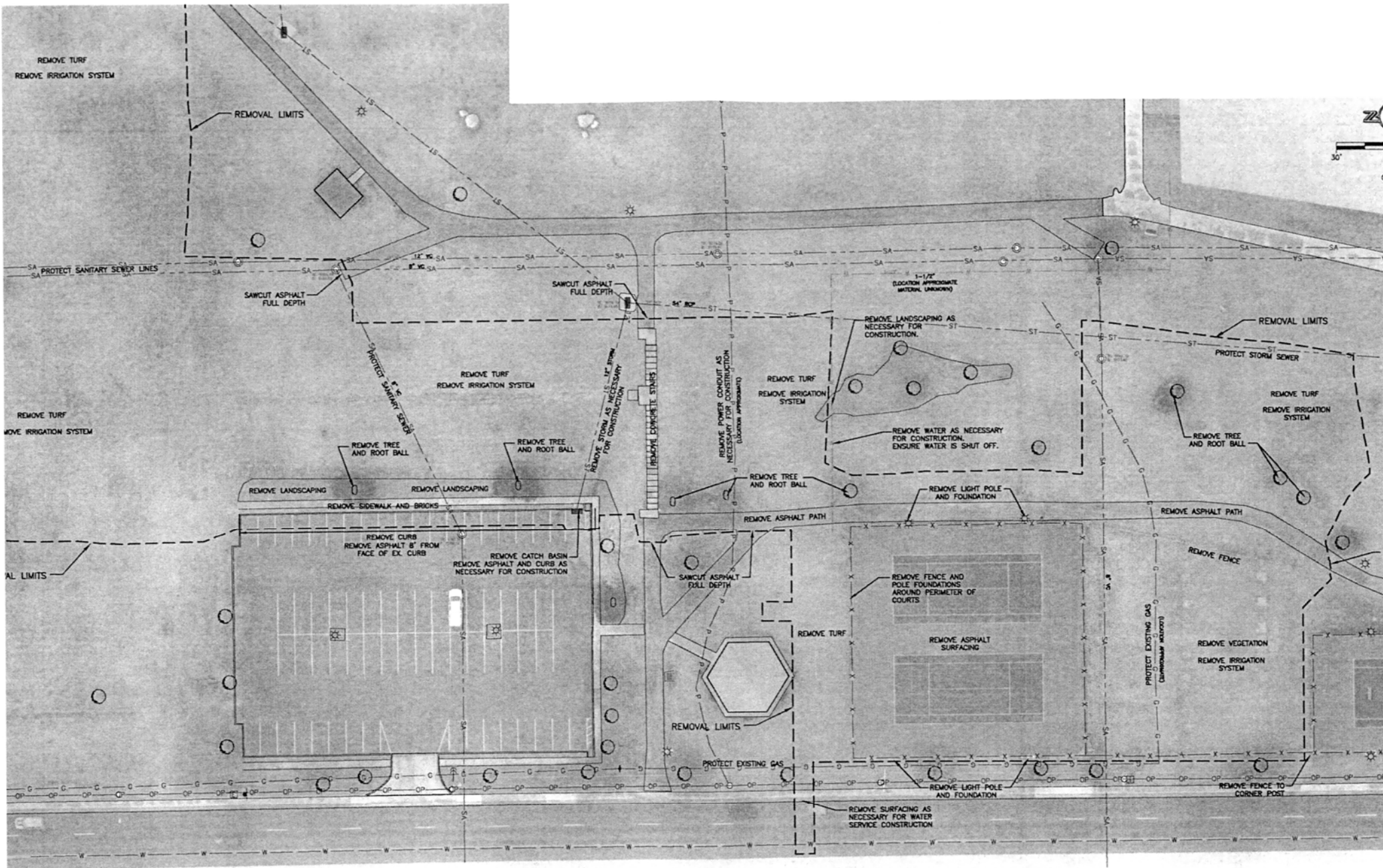
**TENNIS FACILITY  
LOCATION**



LOCATION & VICINITY MAP

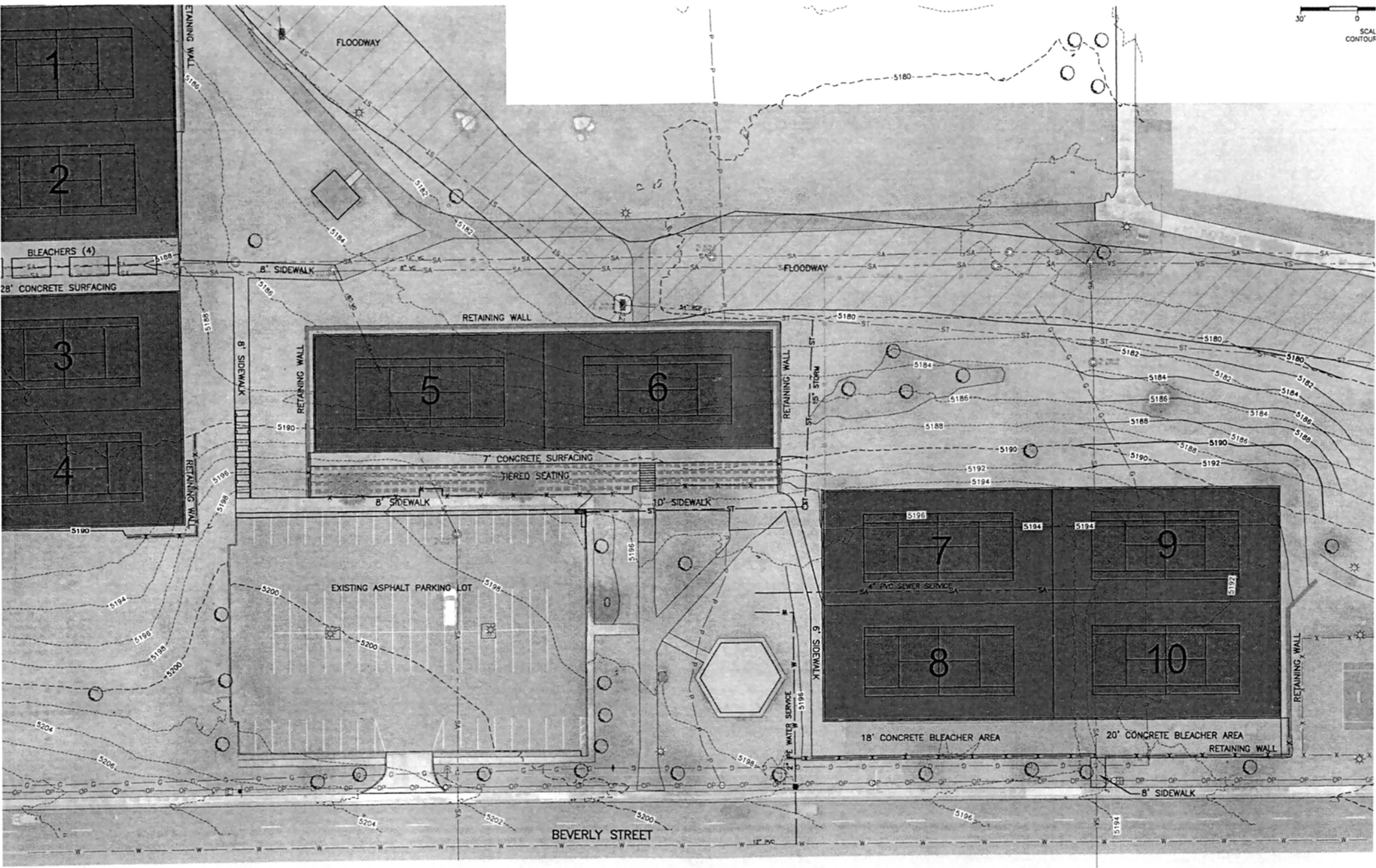
1  
2  
3  
4  
5  
6  
7  
8  
9  
10-11  
12-16



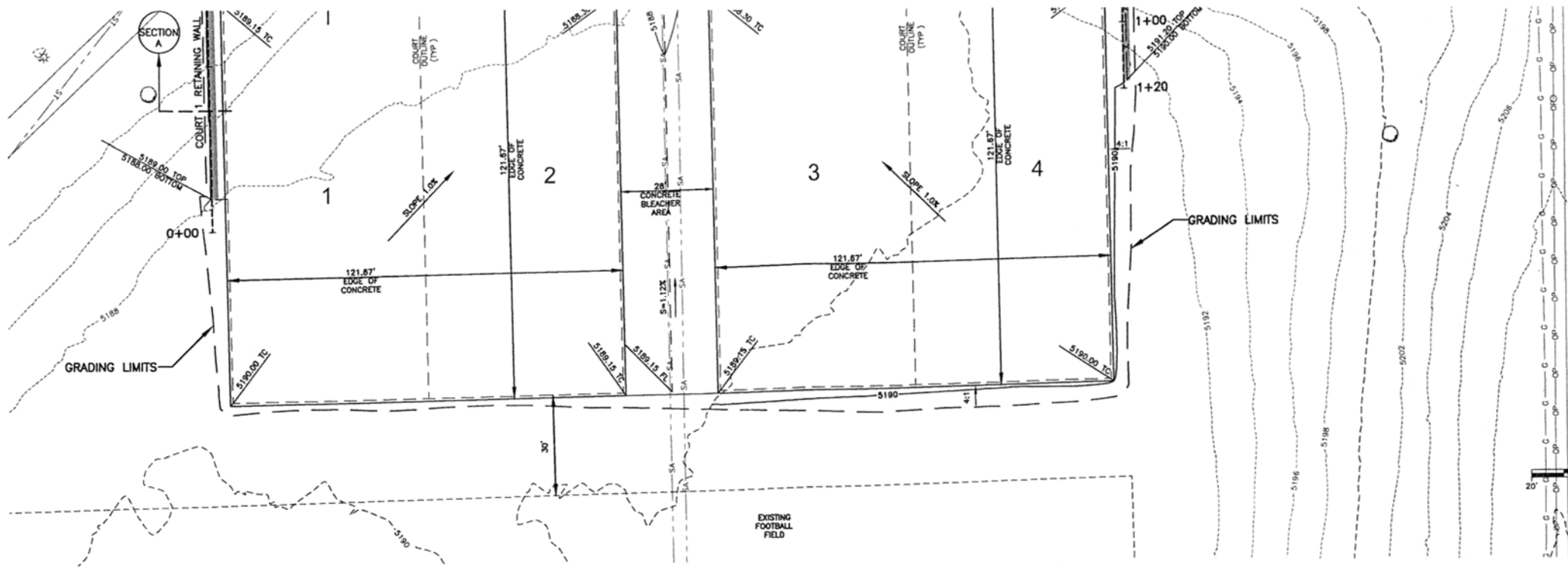


NG FULL DEPTH PRIOR TO REMOVAL.  
 ITING IRRIGATION SYSTEM SHUTOFF WITH CITY OF CASPER PARKS AND NCSD

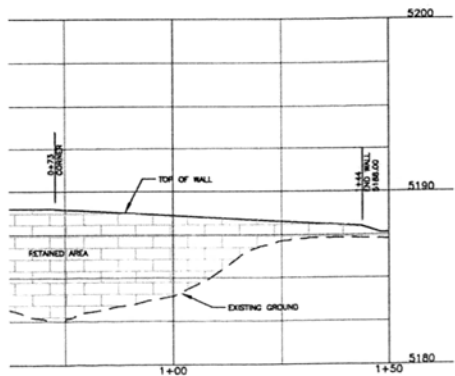
Y MARK THE ENDS OF IRRIGATION PIPES.  
 Y MARK THE ENDS OF EXISTING ELECTRICAL CONDUIT.  
 OVED MATERIAL FROM SITE, UNLESS DIRECTED BY OWNER TO SALVAGE MATERIAL.  
 STING IMPROVEMENTS OUTSIDE OF REMOVAL LIMITS.



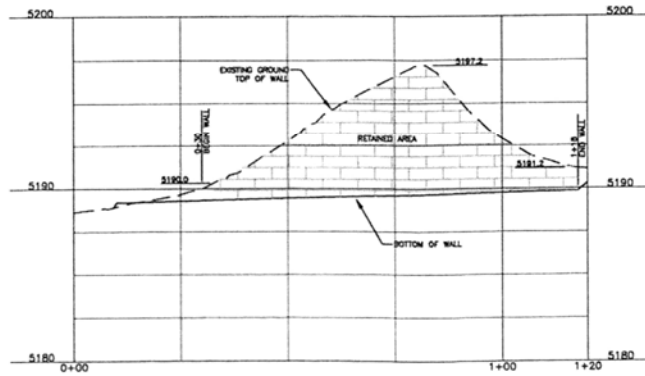




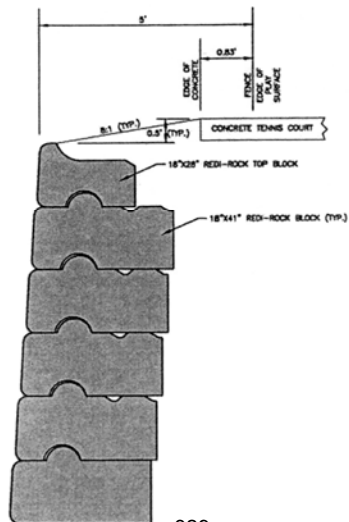
COURT 1-4 PLAN



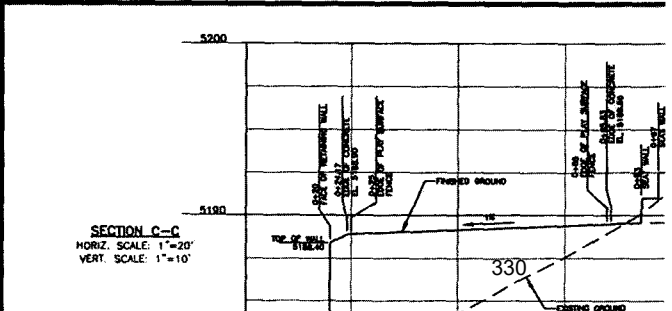
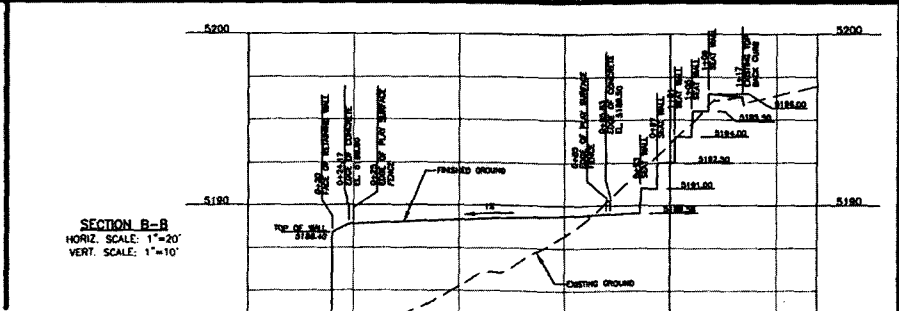
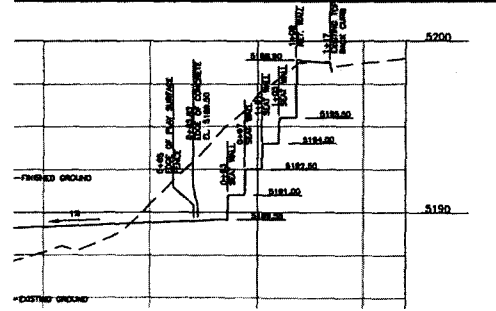
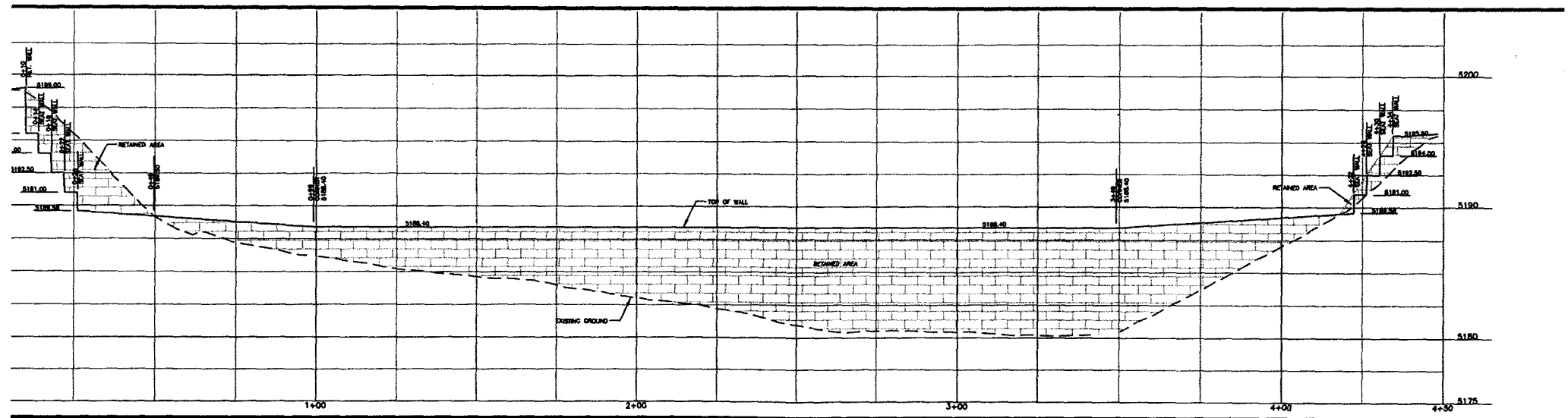
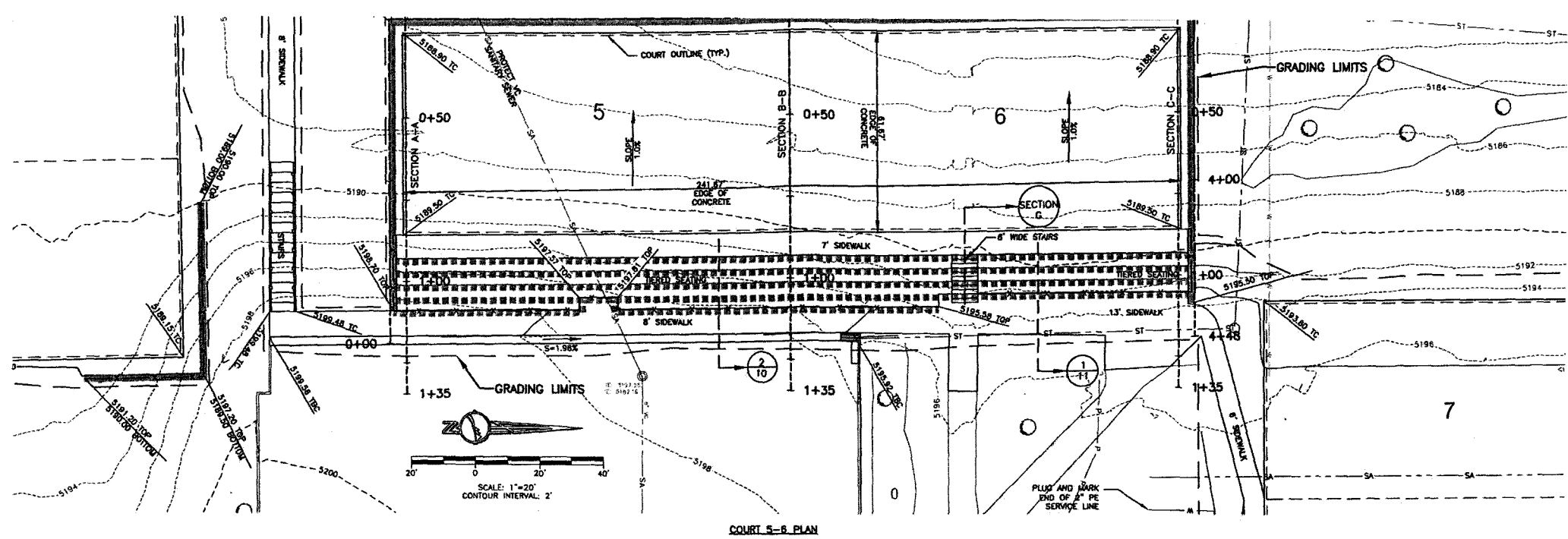
RETAINING WALL PROFILE  
 H SCALE: 1"=20'  
 V SCALE: 1"=10'

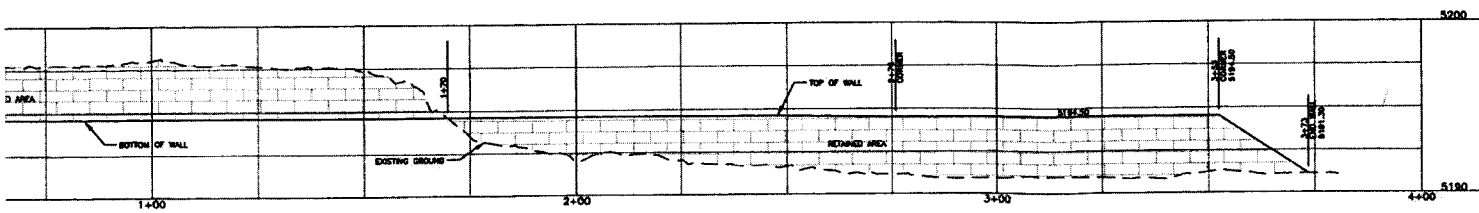
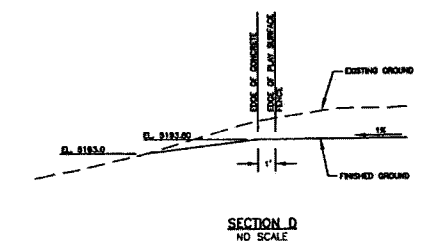
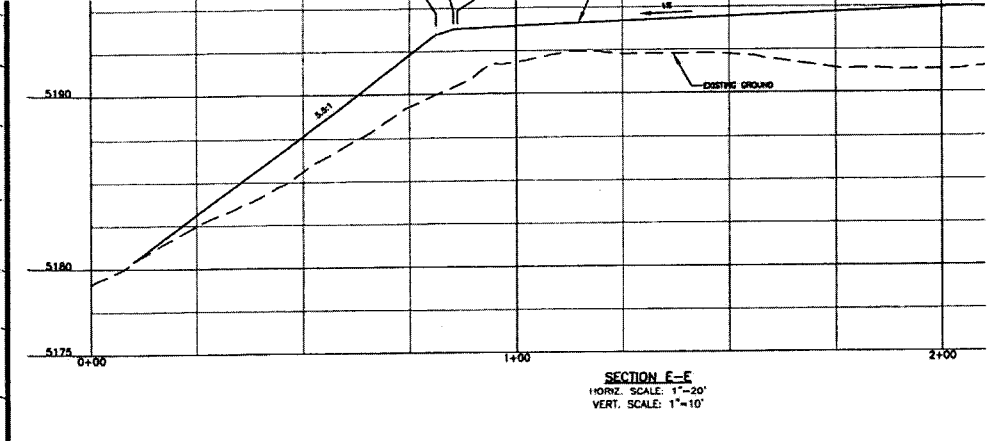
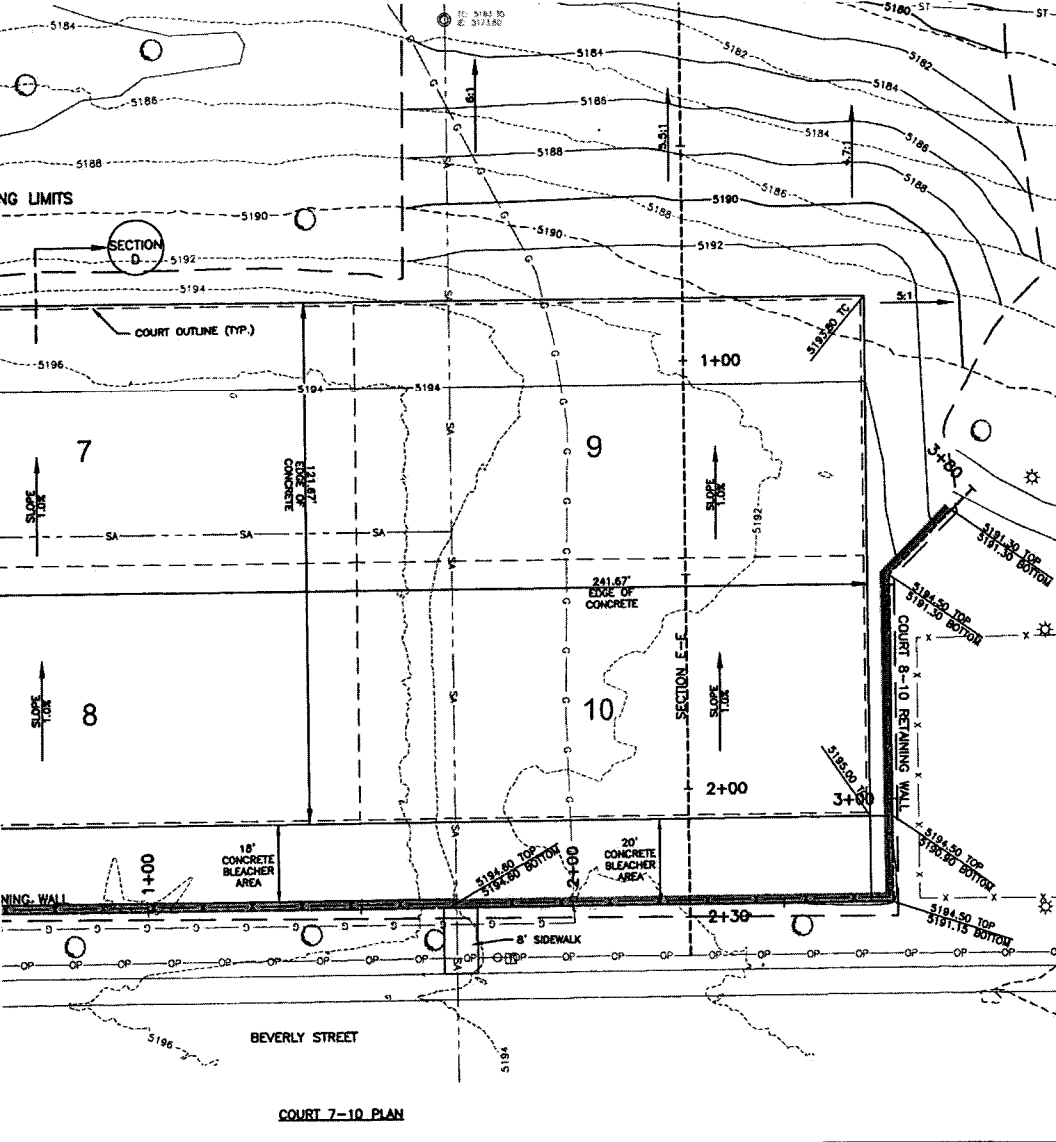


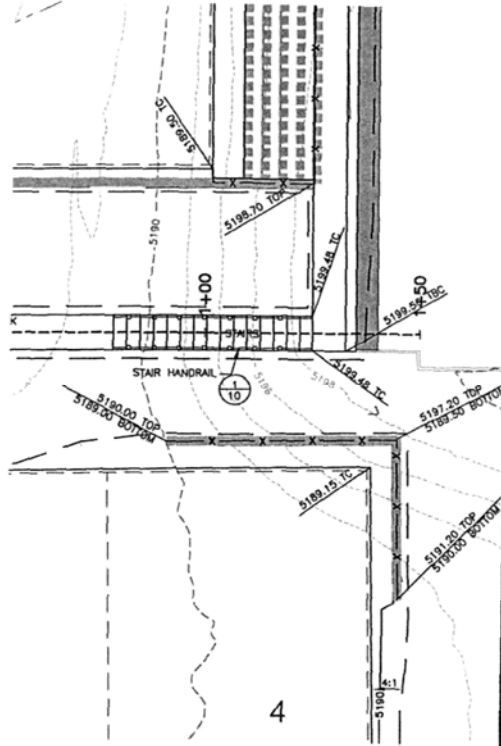
COURT 4 RETAINING WALL PROFILE  
 HORIZ SCALE: 1"=20'  
 VERT SCALE: 1"=10'



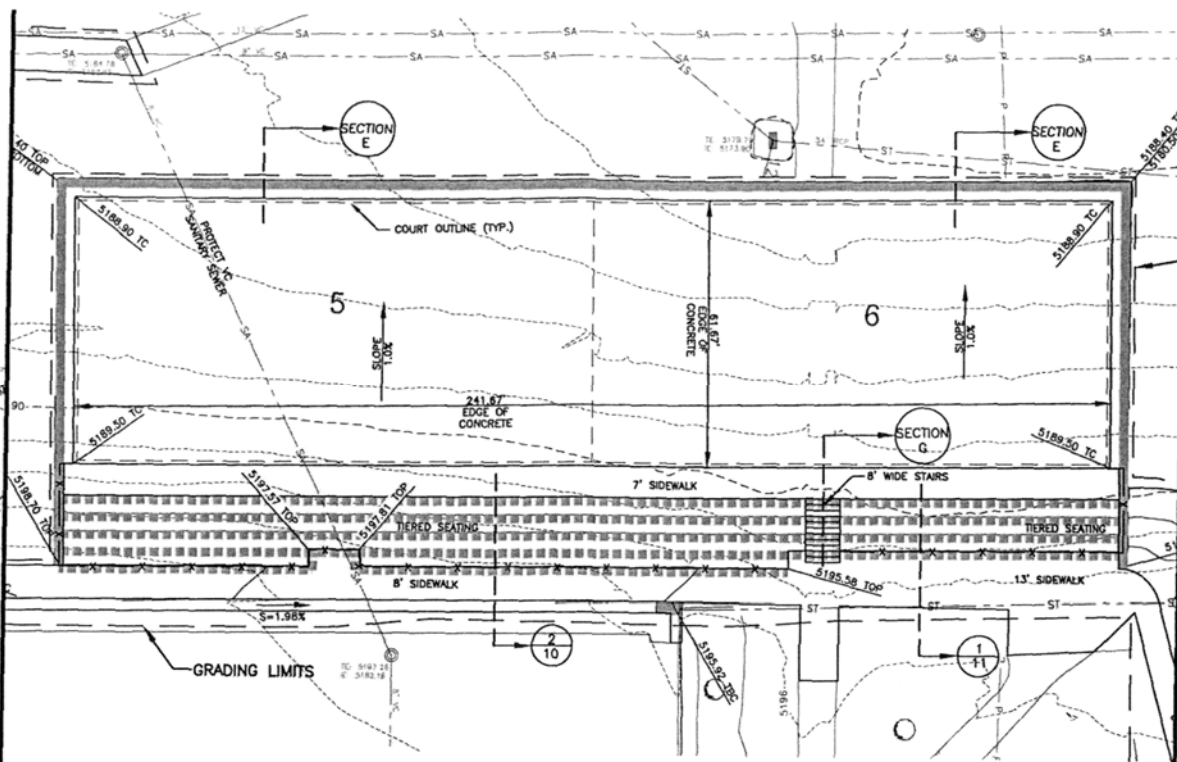
329  
 SECTION A  
 NO SCALE



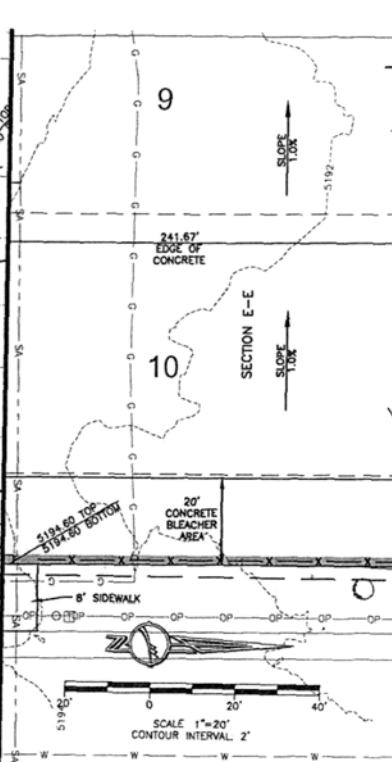




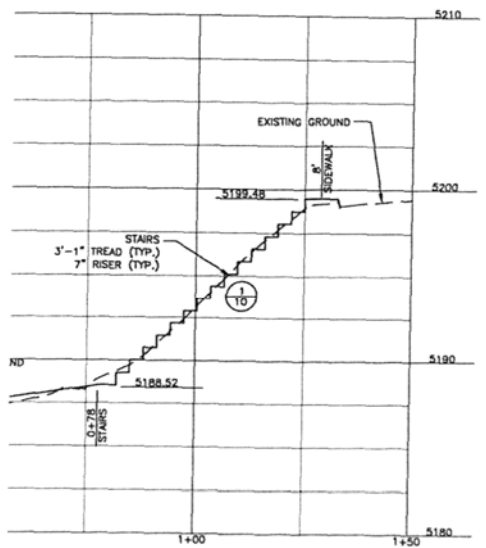
STAIR PLAN



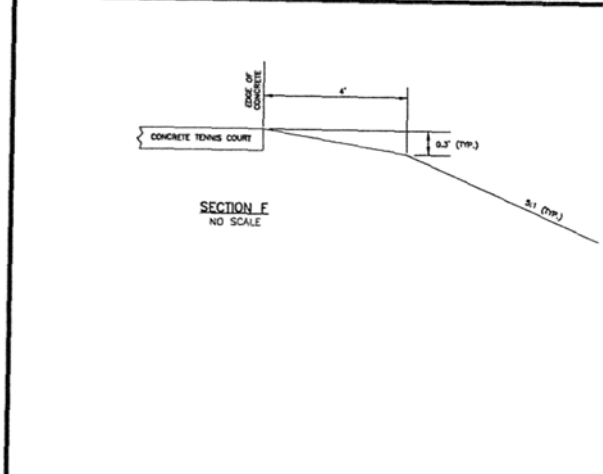
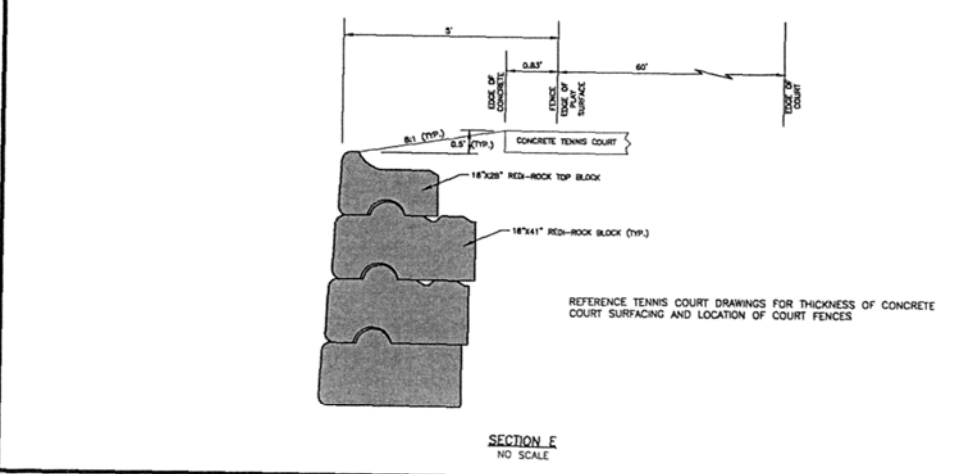
COURT 5-6 PLAN



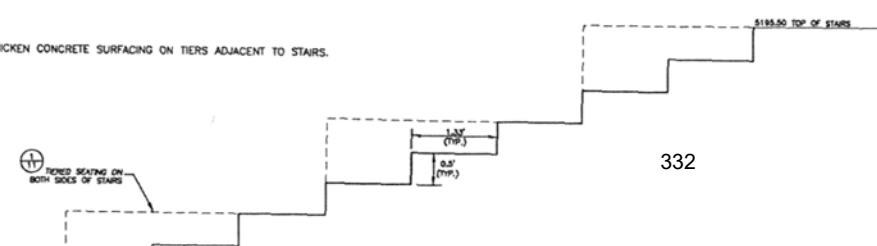
COURT 9-10 PLAN

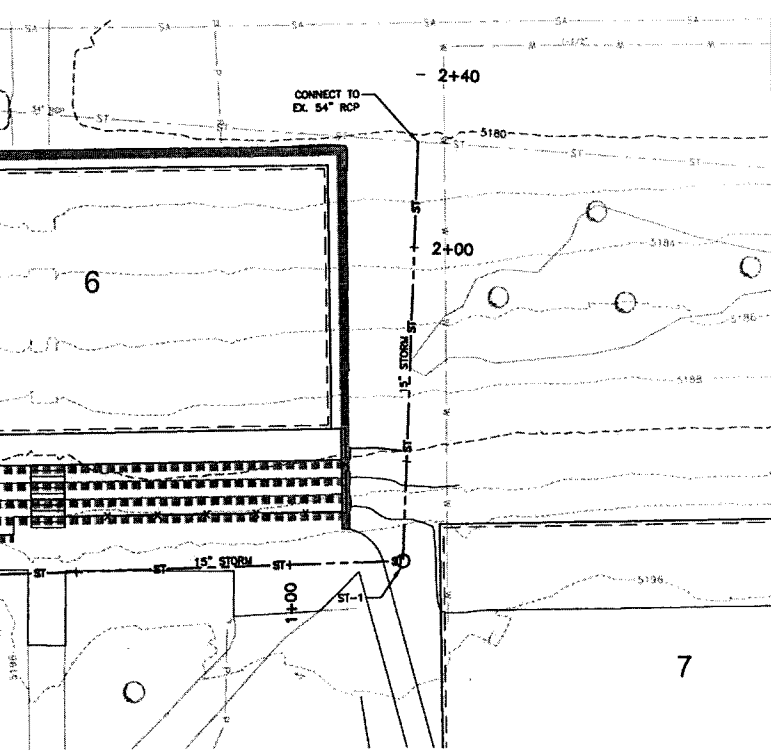


STAIR PROFILE  
HORIZ SCALE: 1"=20'  
VERT SCALE: 1"=10'

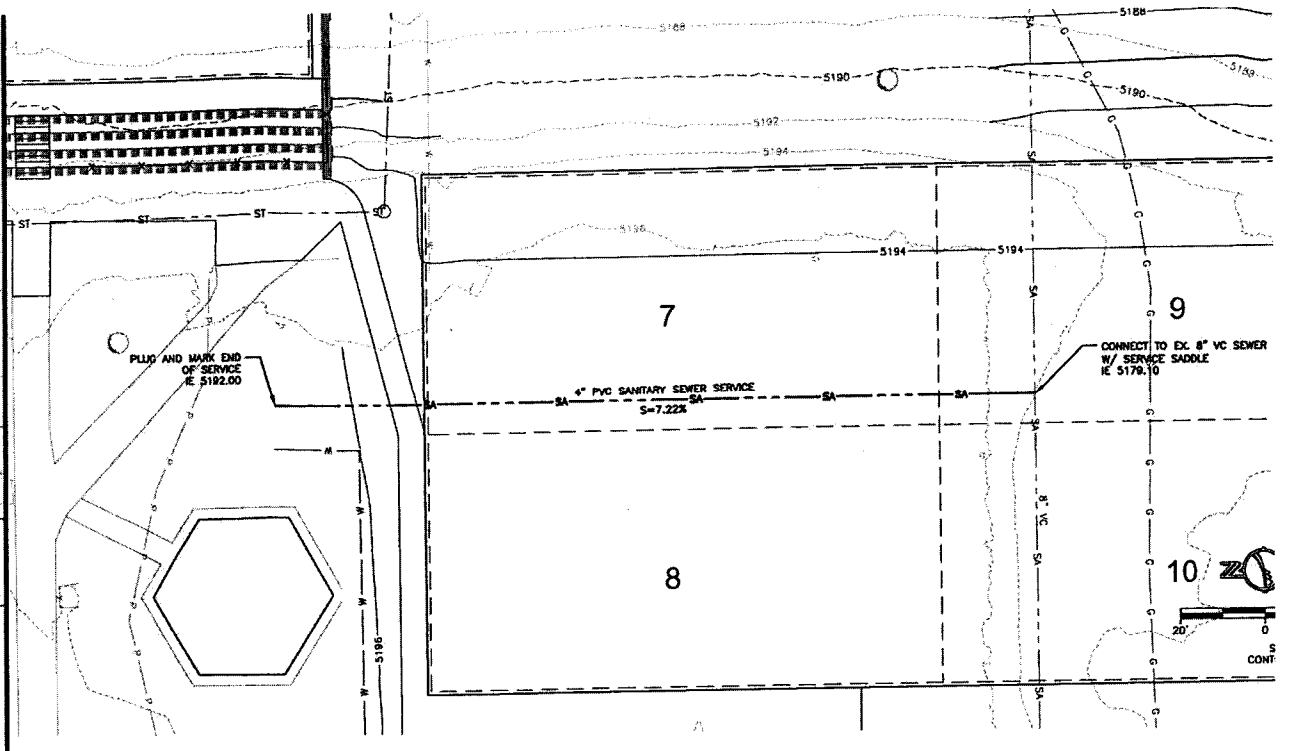


NOTE: THICKEN CONCRETE SURFACING ON TIERS ADJACENT TO STAIRS.

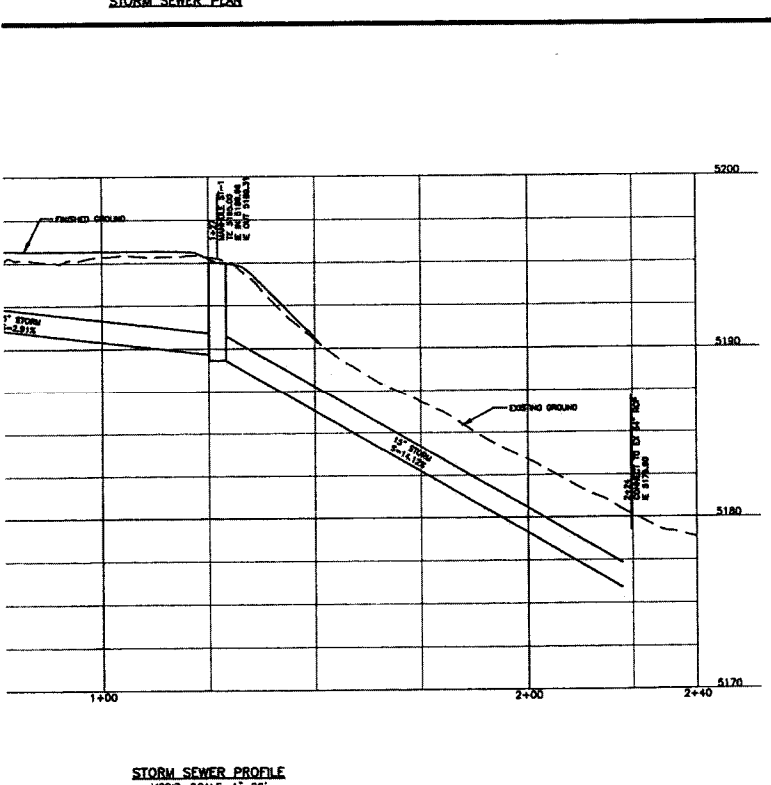




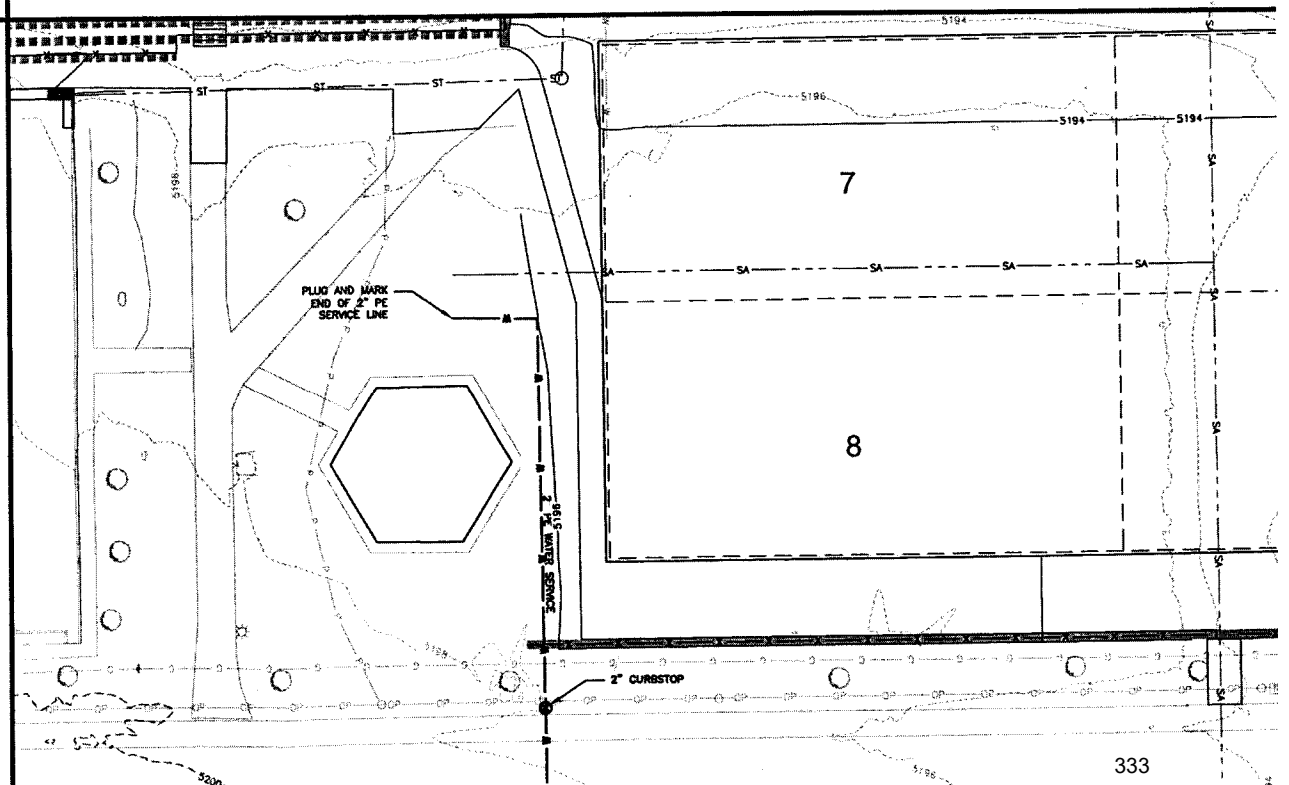
STORM SEWER PLAN

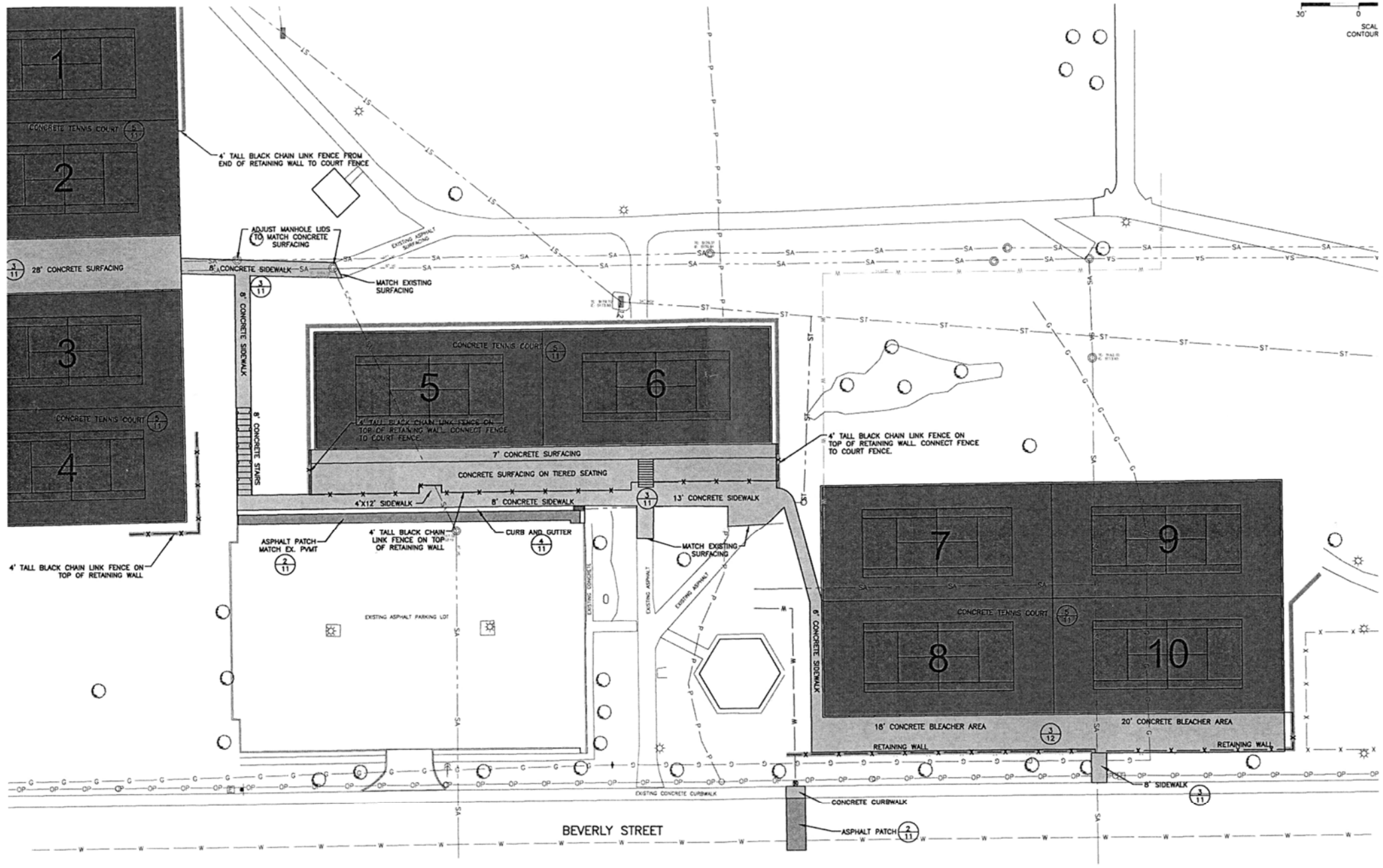


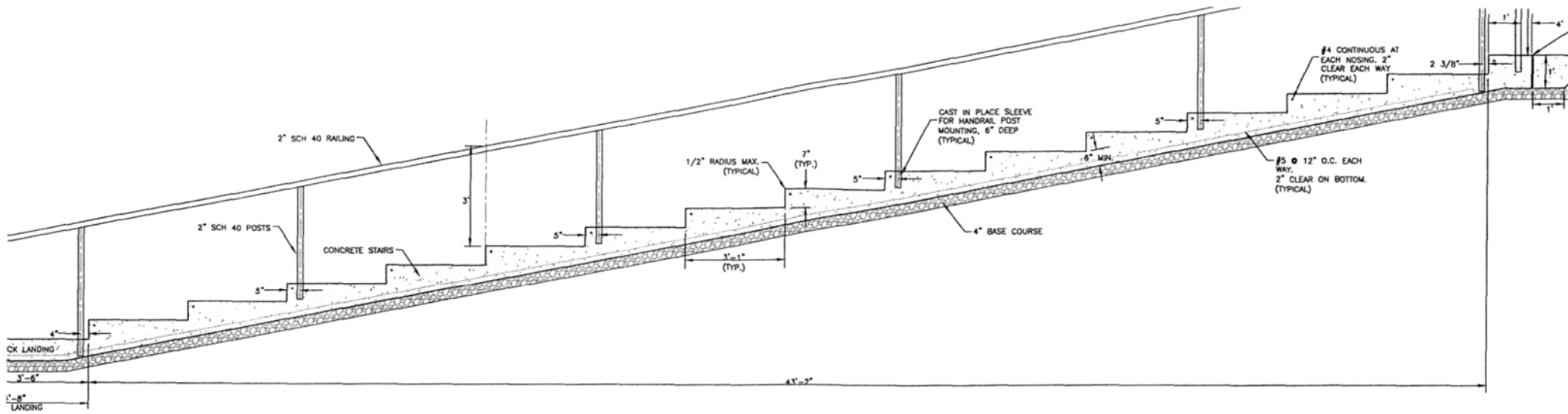
SANITARY SEWER SERVICE PLAN



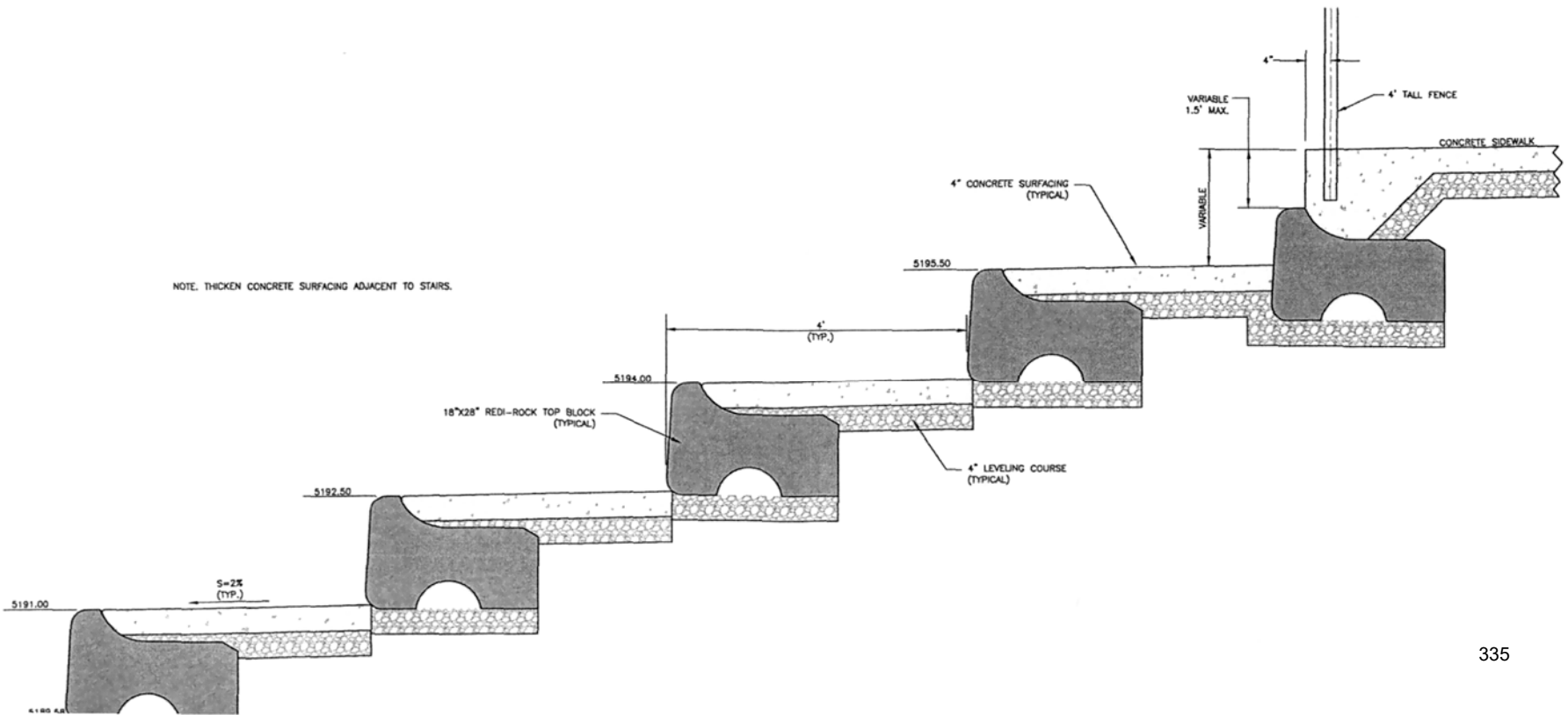
STORM SEWER PROFILE

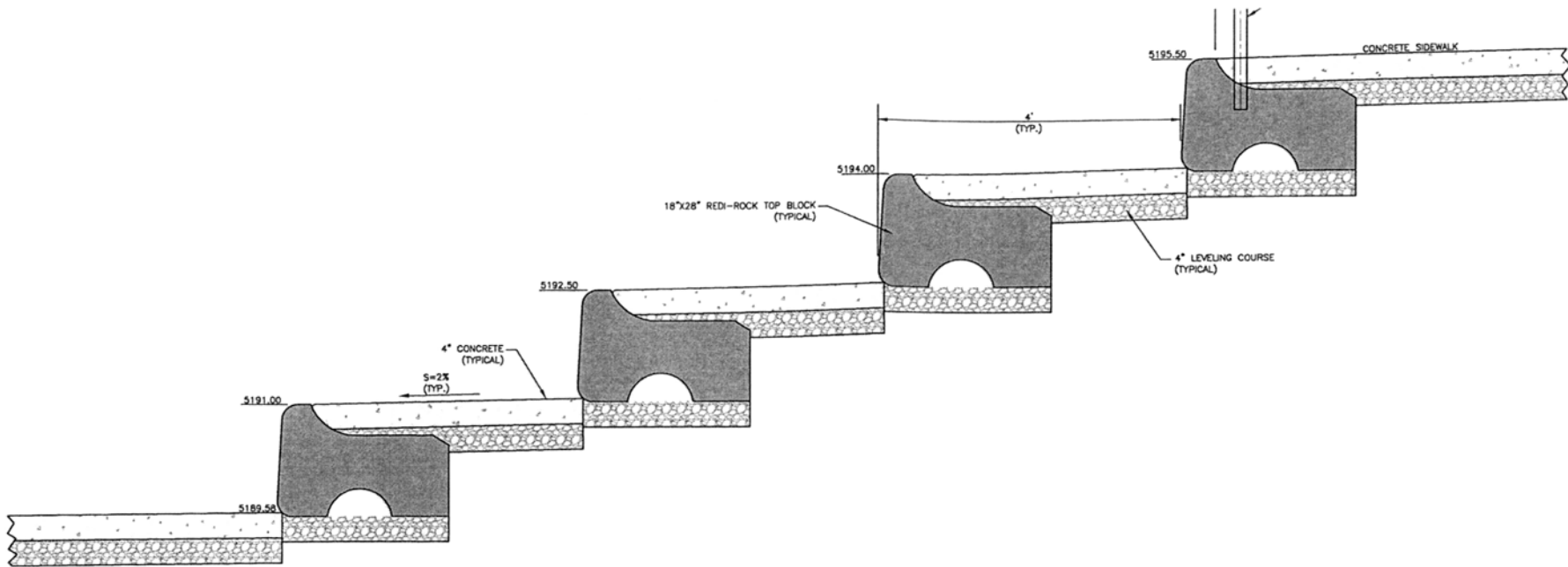






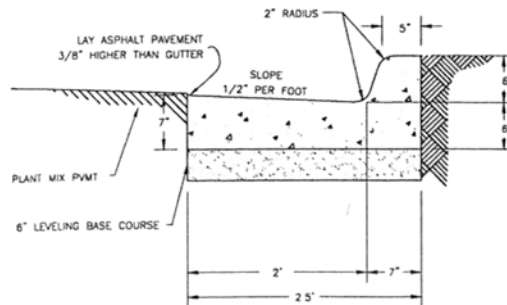
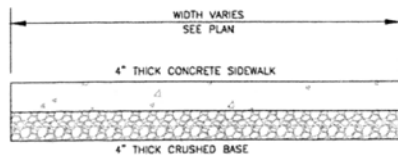
STAIR AND HAND RAIL DETAIL  
NO SCALE



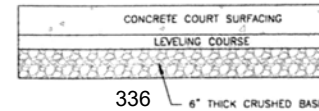


TIERED SEATING DETAIL  
NO SCALE

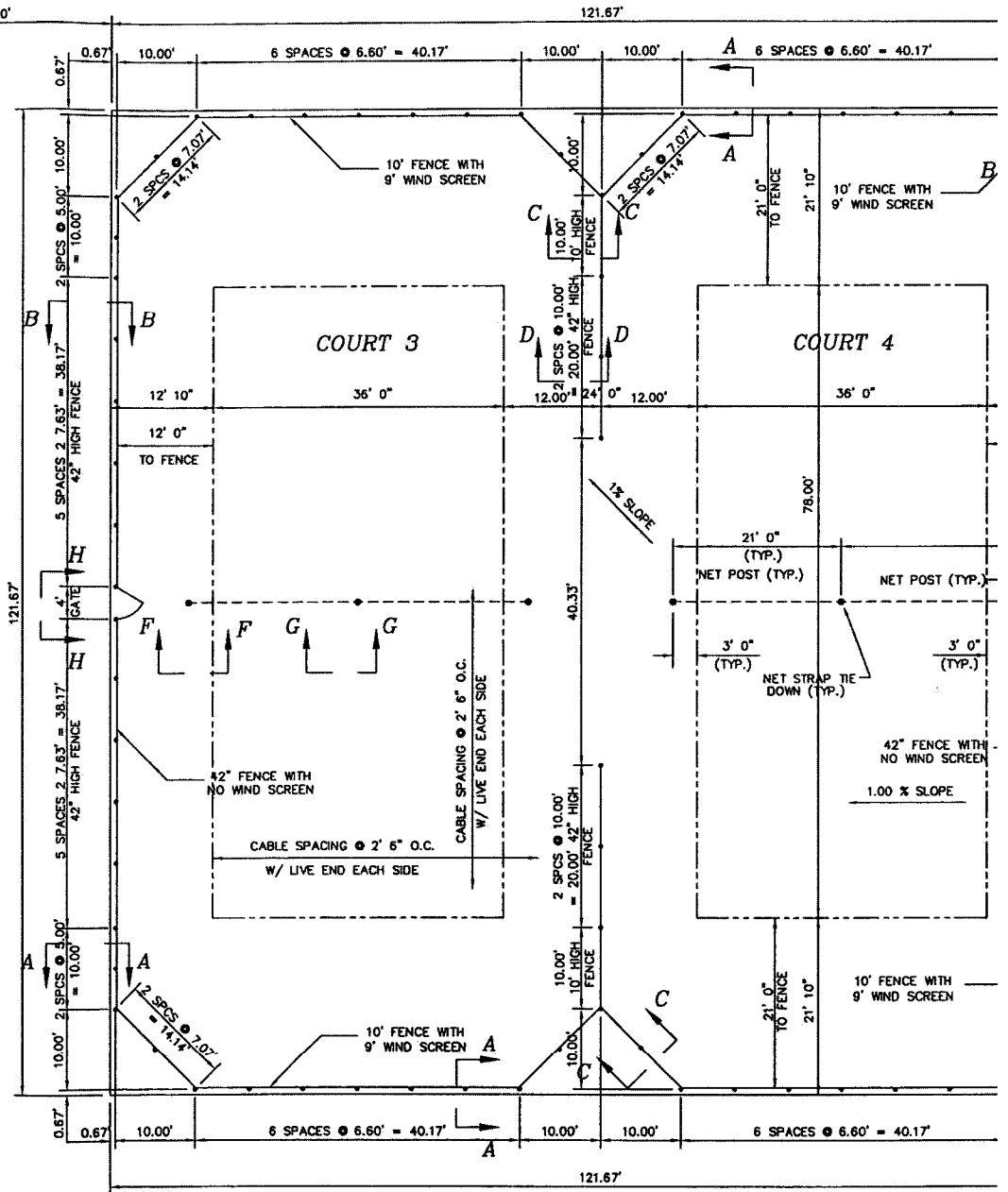
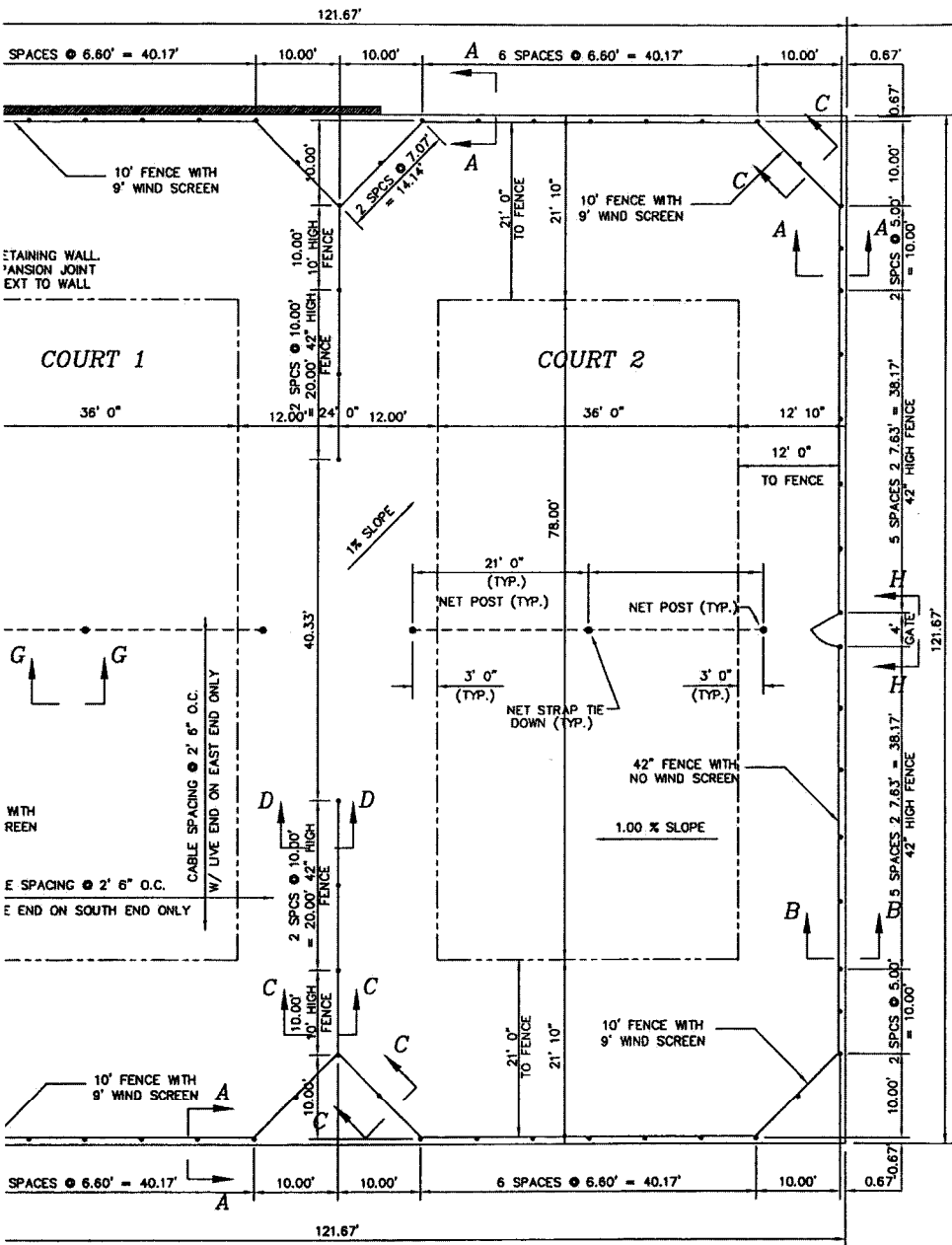
CEMENT  
CRUSHED BASE



REFERENCE TENNIS COURT DRAWINGS FOR THICKNESS OF COURT SURFACING AND LEVELING COURSE.



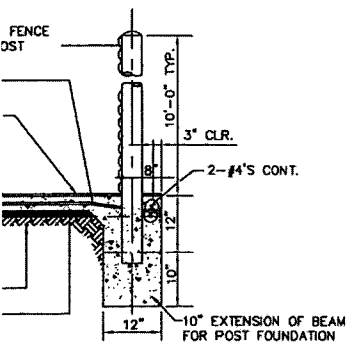




NOTES:

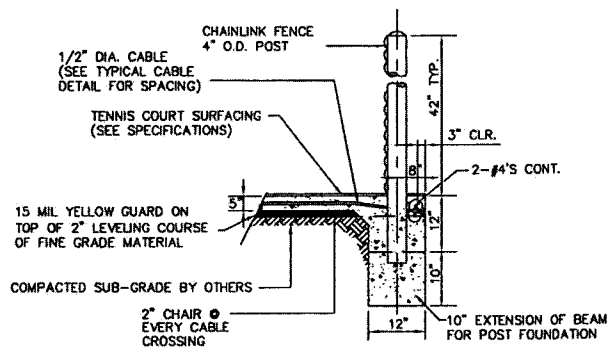






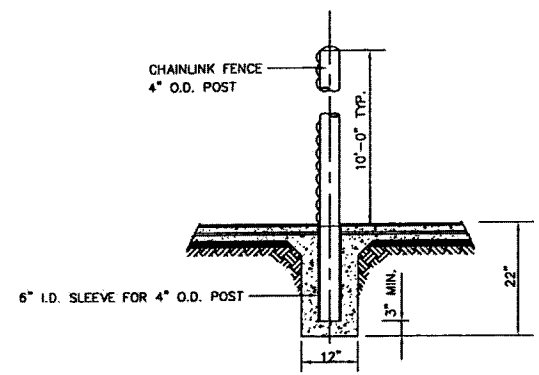
CONCRETE SHALL BE 4000 PSI CONC.

SECTION A-A  
TYPICAL PERIMETER BEAM  
& FENCE POST DETAIL  
NO SCALE



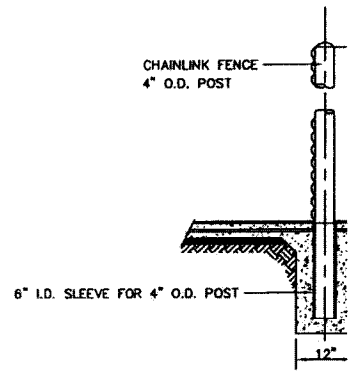
NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION B-B  
TYPICAL PERIMETER BEAM  
& FENCE POST DETAIL  
NO SCALE



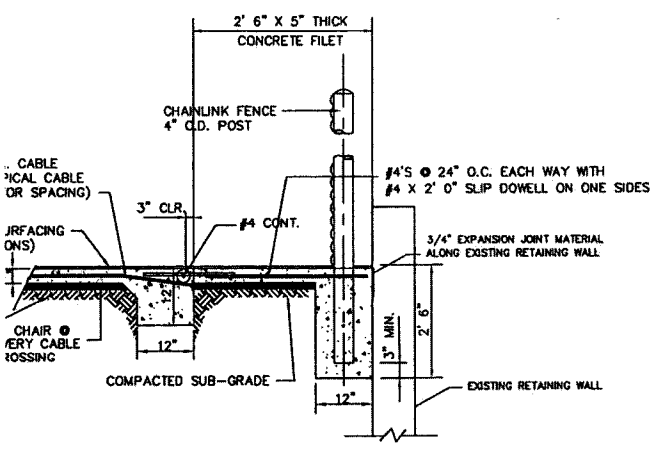
NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION C-C  
TYP. INTERIOR FENCE POST DETAIL  
NO SCALE



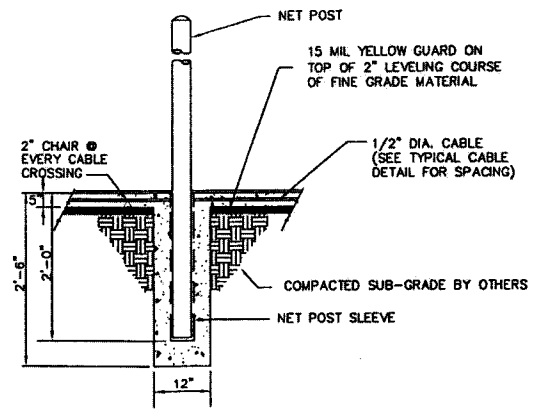
NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION D-D  
TYP. INTERIOR FENCE POST DETAIL  
NO SCALE



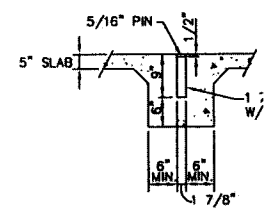
NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION E-E  
CONCRETE FILET WITH  
FENCE POST FOUNDATION  
NO SCALE



NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION F-F  
TYPICAL NET POST FOUNDATION  
NO SCALE

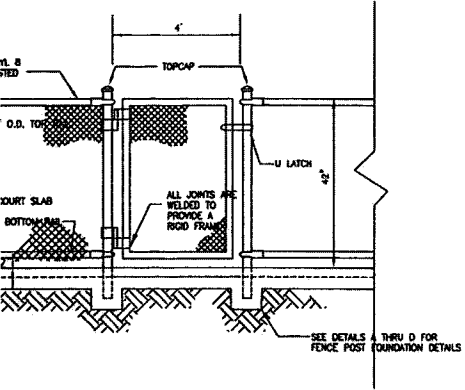


NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SECTION G-G  
NET STRIP TIE DOW  
NO SCALE

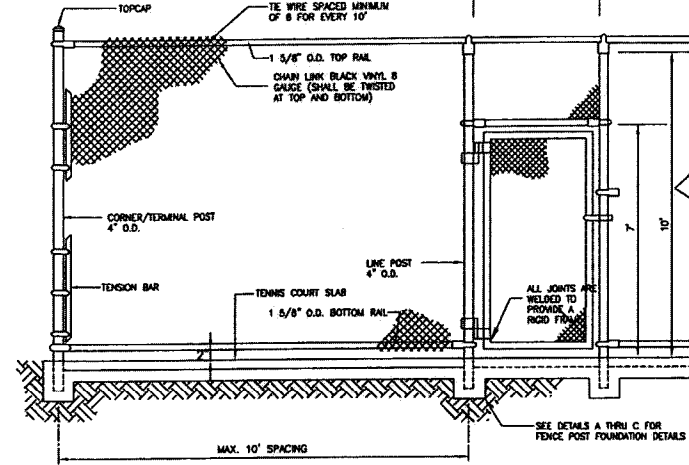


NOTES:



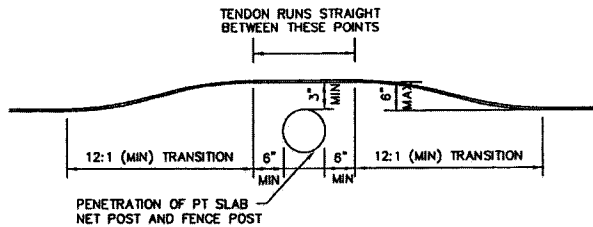
SECTION H-H

TYPICAL 42" HIGH FENCE & 4' X 42" GATE



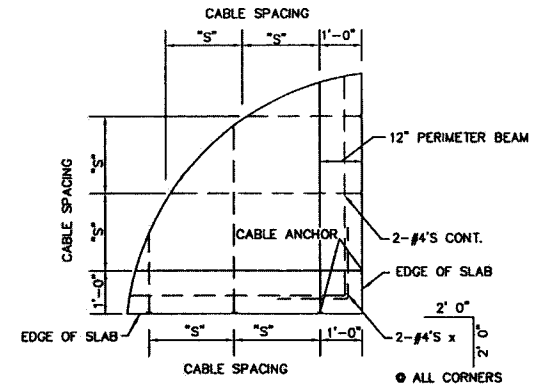
SECTION J-J

TYPICAL 12' HIGH FENCE & 4' X 7' GATE



NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

NET & FENCE POST PENETRATION DETAIL  
NO SCALE



NOTE: ALL CONCRETE SHALL BE 4000 PSI CONC.

SLAB LENGTH	CABLE SPACING
0'-100'	"S" = 3'-4"
100'-200'	"S" = 2'-6"
>200'	"S" = 2'-0"

TYPICAL CABLE DETAIL  
NO SCALE

NOTES:



RESOLUTION NO. 23-63\_

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING FOR COMMUNITY RECREATION FACILITIES BETWEEN THE CITY OF CASPER, WYOMING AND NATRONA COUNTY SCHOOL DISTRICT.

WHEREAS, on December 30, 2021, the City of Casper ("City") and Natrona County School District ("NCSD") entered into a *Memorandum of Understanding for Community Recreation Facilities* ("MOU") for the conveyance of City property to NCSD for the purpose of development of the property into tennis facilities; and,

WHEREAS, the parties see value in expanding the scope of the project to include an outdoor pickleball facility; and,

WHEREAS, some of the conditions of the MOU require the parties to complete certain tasks throughout the development of the project and the tasks have been completed as described in Amendment No. 1 to the MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 1 to the Memorandum of Understanding for Community Recreation Facilities between the City of Casper, Wyoming and the Natrona County School District.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 30, 2023

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

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director  
Phil Moya, Recreation Manager

SUBJECT: Authorizing an Agreement with Spuds Baseball Club LLC for the Rental of Mike Lansing Ballfield and Related Building Space

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action type**

Resolution

**Recommendation**

That Council authorize, by resolution, a Rental Agreement between the City of Casper and Spuds Baseball Club LLC for the use of Mike Lansing ballfield and locker room, office spaces and storage spaces.

**Summary**

The Casper Horseheads, a collegiate summer baseball team, operated out of Mike Lansing Baseball Stadium from 2017 through December 2022, when the Horseheads announced they would cease operations in Casper. Initially, the Horseheads subleased the facility from Casper Legion Baseball, but in 2021 and 2022 the Horseheads rented the facility under a new rental structure implemented by the City of Casper.

Upon announcement that the Horseheads would no longer operate in Casper, another member of the Independence League, Spuds Baseball LLC, immediately expressed interest in moving their Idaho based team to the Mike Lansing Stadium. Owners of the Spuds Baseball Club have indicated they are ready, willing, and able to transition their team prior to the 2023 season, which plays games from late May through mid-August. Moreover, they have already committed, through a separate lease agreement with the City, to lease the Mike Lansing concession stand and provide concession services during all baseball games played at Mike Lansing Stadium during the 2023 season.

The Parks, Recreation and Public Facilities Department recommends approval of a new one-year Rental Agreement between the City of Casper and the Spuds Baseball Club LLC for the use of Mike Lansing ballfield, locker room, office spaces and storage spaces. This is a non-exclusive rental agreement, so the City of Casper reserves the right to rent the baseball stadium, on days and times that are available, to other user groups that request the facility. The term of this agreement is from April 2023 through March 2024. Though the Spuds Baseball Club has

expressed interest in a longer-term agreement, they understand that the City of Casper may solicit and receive proposals to evaluate if it is in the best interest of the City to continue leasing the facility to Spuds Baseball Club LLC, or to another baseball club, at the end of this rental term.

Under the terms of the Rental Agreement, Spuds Baseball Club LLC will be responsible for normal facility upkeep during rented times, including litter control, trash receptacle garbage removal, trash bag replacement, maintaining, cleaning, and re-stocking of toilet paper, paper towels and hand soap in locker rooms, restrooms and portable restrooms for the areas specified in the Rental Agreement. Spuds Baseball Club is also responsible for charges for electricity for field lighting. The City of Casper will be responsible for all other utilities and repairs as well as normal ballfield turf and related ground maintenance, roadway and parking lot repairs.

### **Financial Considerations**

Through this rental agreement, Spuds Baseball Club will pay the City of Casper rental fees for Mike Lansing Baseball ballfield, locker room, office spaces and storage spaces, as well as 5% of advertisements posted at the stadium. Ballfield rates were restructured, at the request of past users, from a flat rate for practices and games to an hourly rate for field rental. Additionally, rates for building space were established based on square footage.

The revenue in 2022 totaled \$14,255. Staff estimates that the 2023 season revenue will be \$14,960 with the new format.

### **Oversight/Project Responsibility**

Phil Moya, Recreation Manager  
Paul Zowada, Recreation Supervisor

### **Attachments**

Resolution  
Rental Agreement





## FACILITY RENTAL AGREEMENT (NON-EXCLUSIVE)

THIS NON-EXCLUSIVE FACILITY RENTAL AGREEMENT, hereafter "**Agreement**", entered into this \_\_\_ day of \_\_\_\_\_, 202\_, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "**City or Owner**," and Spuds Baseball Club LLC, a Wyoming Limited Liability Corporation, hereinafter referred to as "**Tenant**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the rental, covenants, and conditions herein set forth, the **Owner** and **Tenant** hereby covenant, promise, and agree as follows:

### RECITALS:

- A. The City owns and operates Mike Lansing Stadium, located at 330 Kati Lane, Casper, Wyoming; and
- B. **Tenant** desires to enter into a non-exclusive facility rental agreement of Mike Lansing Stadium and to reach other accommodations with the City, and the City is willing to enter a non-exclusive facility rental agreement with the Spuds Baseball Club LLC and to define associated obligations of the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

### 1. PREMISES:

- A. **Owner** hereby agrees to rent to **Tenant**, and **Tenant** hereby agrees to rent from **Owner**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Mike Lansing Stadium, as further described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "**the premises**".
- B. The "Mike Lansing Stadium" is rented to **Tenant** in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, **Tenant** agrees it has inspected the rented premises and accepts the property in its present condition.
- C. This Agreement is non-exclusive, and owner may rent Mike Lansing Stadium to others in its sole discretion.

### 2. PURPOSE:

The demised premises are rented to **Tenant** for the purpose of conducting baseball practice and game activities and or special events or tournaments. Such baseball activities and or services and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the rented property.

### 3. TERM:

- A. The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first day of the month as indicated in the exercise of the option ("Commencement Date").

4. **FEES:**

**Rental Fees:** **Tenant** shall pay the rental fees to the City as follows:

- A. **Tenant** shall pay rental fees to the **Owner** as set forth in Exhibit C, which is attached hereto and by reference made part of this Agreement, for the use of the Mike Lansing Stadium and its facilities. The listed fees will be payable to the City one month in advance for the month's rental, or (2) two weeks prior to the date of any individual rentals not included in the monthly format to the **Owner** at its offices located at 1801 East 4<sup>th</sup> Street, Casper, Wyoming.
- B. Rent not received on time is subject to a one and one half percent (1.5 %) per month late fee due the **Tenant** if the rental fee payment is not paid to the City by the 15th day of the overdue month in the terms of this Agreement. **Tenant's** failure to pay the City the above-described rent on or before the 15th day of any month of this Agreement shall be considered a default by the **Tenant** of the terms and conditions of this Agreement.
- C. **Optional Fees: Field Preparation Fees** –All Field Preparation requests must be provided within two weeks of the event. Field Preparation Fees are listed in Exhibit C. Field Preparations are not guaranteed and will be based on staff availability.

5. **ASSIGNMENT/SUBLEASING:**

- A. **Tenant** may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the rented premises without the prior written consent of the **Owner**. **Tenant** shall not allow another group or entity to use/share the rented premises without written consent of the **Owner**.

6. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the **Owner** and the **Tenant** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Owner** and those belonging to the **Tenant** on the rented premises. **Tenant** shall not remove any **Owner** owned equipment from the facilities without express written permission from the Director of Parks, Recreation and Public Facilities or their assigned designee.

7. **TAXES AND ASSESSMENTS:**

- A. **Tenant** agrees to pay to the Natrona County Treasurer, on behalf of the **Owner**, any and all taxes and assessments which may be assessed against the property related to the **Tenant's** use of the property, upon reasonable notice by the **Owner**, as to the amounts due and owing.

8. **NON-DISCRIMINATION:**

- A. The **Tenant** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

## 9. SCHEDULING:

- A. **Tenant** shall be responsible for providing a schedule to the **Owner** one month prior to the season for the rental of Mike Lansing Stadium for all baseball related activities. **Owner** shall schedule baseball and non-baseball activities based on the availability of the facility.
- B. For any special events or tournaments that deviate from the master schedule, the **Tenant** must notify the **Owner** of such changes at least fourteen (14) days in advance. The **Owner** will determine if the facility is available to rent based on all rental schedules with the **Tenant** and other renters of the facility.

## 10. LAWS AND REGULATIONS:

- A. **Tenant** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Tenant** with respect to the real property and fixed assets. **Tenant** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

## 11. INSURANCE, INDEMNIFICATION AND IMMUNITY:

- A. **Prior to the commencement of the Rental Agreement, Tenant** 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 **Tenant's** operation and use of the rented premises. The cost of such insurance shall be borne by the **Tenant**.
- B. Minimum Scope and Limit of Insurance.  
Coverage shall be at least as broad as:
  - 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
  - 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
  - 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
- C. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- D. Higher Limits: If the **Tenant** maintains broader coverage and/or higher limits than required under this Agreement, then the **Tenant** shall be entitled to coverage for the higher limits maintained by the **Tenant**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **Owner**.

E. Other Insurance Provisions:

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

1. *Additional Insured Status*

The **Owner**, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Tenant's** insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage*

For any claims related to this contract, the **Tenant's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **Owner**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **Owner**, its officers, officials, employees, or volunteers shall be excess of the **Tenant's** insurance and shall not contribute with it.

3. *Notice of Cancellation*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the **Owner**. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

**Tenant** hereby grants to the **Owner** a waiver of any right to subrogation which any insurer of said **Tenant** may acquire against the **Owner** by virtue of the payment of any loss under such insurance. **Tenant** 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 **Owner** has received a waiver of subrogation endorsement from the insurer.

5. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the **Owner**.

6. *Self-Insured Retentions*

Self-insured retentions must be declared to and approved by the **Owner**. At the option of the **Owner**, either: the **Tenant** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the **Owner**, its officers, officials, employees, and volunteers; or the **Tenant** shall provide a financial guarantee satisfactory to the **Owner** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **Owner**.

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

**Tenant** shall furnish the **Owner** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Owner** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Tenant's** obligation to provide them. The **Owner** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

**Owner** reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

**Tenant** shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and **Tenant** shall ensure that the **Owner** is an additional insured on insurance required from Subcontractors.

F. *Indemnification:*

**Tenant** agrees to indemnify the **Owner**, the **Owner'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, but not limited to, 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 **Tenant** and/or any subcontractor thereof.

**12. USE OPERATIONS PLAN:**

- A. The **Tenant** shall submit a Use Operations Plan to the Director of Parks, Recreation and Public Facilities or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the facility rental agreement, in the event the Director of Parks, Recreation and Public Facilities or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.
- B. If the **Tenant** would like to use Heavy equipment on the premises will require the approval of the Director of Parks, Recreation and Public Facilities or its designee within fourteen (14) of scheduled use.
- C. If the **Tenant** would like to have any live animals on the premises for games, special events or practices will require the approval of the Director of Parks, Recreation and Public Facilities or its designee within fourteen (14) of scheduled use.

**13. ADVERTISING:**

- A. **Tenant** shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the premises, but only at locations approved by the Director of Parks, Recreation and Public Facilities or assigned designee at their sole discretion. All advertising shall be subject

to the **Owner's** right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Tenant** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the **Owner** of advertising material shall not constitute a waiver of **Tenant** obligations concerning such violations or infringement. **Tenant** agrees to indemnify and hold the **Owner** harmless with respect to all such claims without cost to the **Owner**.

- B. The **Owner** will be entitled to five percent (5%) of the agreed upon advertising value based on a fee structure, in-kind trade or complimentary offers, per individual advertisement. **Tenant** will be responsible for the full payment of five percent (5%) of the advertising value based on a fee structure, in-kind trade or complimentary offers, in the Agreement term. If the **Tenant** fails to pay **Owner** within thirty (30) day of receipt of the received advertising value, this rental Agreement shall be considered a default by the **Tenant** of the terms and conditions of this Agreement. The terms of the advertising agreement, fee structure, in-kind trades, complimentary offers, and term limit will be approved by the responsible Director of Parks, Recreation and Public Facilities or their assigned designee.
- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Tenant** and shall remain the property of **Tenant** and shall be subject to removal by **Tenant** at any time.

#### **14. RIGHT TO ENTRY:**

- A. The **Owner** reserves the right to enter the premises for the purposes of maintenance, public safety, and other general inspections. **Tenant** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Owner's** representative during such inspections.
- B. The **Tenant** will ensure that the on-site manager and staff follows all appropriate customer service guidelines and maintains an appropriate professional rental service atmosphere and operation to limit the number of customer complaints associated with the rental operation. The **Owner** reserves the right of immediate access to the premises for intervention concerning any unresolved customer service disputes. The intent is to provide the customer with the best possible customer service, within reasonable resources of the **Tenant** and the **Owner**.
- C. **Tenant** will be responsible for paying **Owner** for additional services needed to address customer complaints associated with the rental operation based on fees for additional services as described Exhibit

#### **15. MAINTENANCE:**

- A. **Tenant** shall, during the term of this Agreement, keep the premises in good order and repair commensurate with the operation of the **Tenant's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants. The **Tenant** must receive consent of the **Owner** prior to any proposed repairs. **Owner** shall, during the term of this Agreement, provide services commensurate with the rental fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment. The **Tenant** will report all repair requests to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Tenant** is liable for all damages that occur to the facility during the dates and times of scheduled use. The **Owner** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.

- B. Inspections of the field conditions shall be the responsibility of the **Tenant**, shown in Exhibit B, attached hereto and by reference made part of this Agreement. **Tenant** will be responsible for maintaining and cleaning of office space, concessions space, storage space, restrooms and portable restrooms provided during the term of the Agreement. The **Tenant** will be responsible for maintaining the rented area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The **Tenant** will also be responsible for litter collection on the grounds in the rental area that could accumulate during the term of the Agreement. **Tenant** will be responsible for paying **Owner** for additional services needed for special events or tournaments including field prep and additional trash removal service. The **Tenant** will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit C.

#### **16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:**

- A. The **Tenant**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Owner**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Tenant** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Director of Parks, Recreation and Public Facilities or their assigned designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the rented premises.
- C. **Tenant** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed, and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Owner** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Tenant**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Director of Parks, Recreation and Public Facilities or their assigned designee.

#### **17. UTILITIES:**

- A. **Tenant** is responsible for all charges electricity for field lighting as set forth on Exhibit C. **Owner** is responsible for all charges for water, sewer and natural gas for the Mike Lansing Stadium.

#### **18. DEFAULT:**

- A. In the event **Tenant** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Owner** may terminate this Agreement by giving **Tenant** written notice of such termination; or, in the event the **Tenant** fails to perform any other obligations called for herein on its part to be performed, and upon notice duly given of such deficiency by **Owner**, and upon **Tenant**'s failure to cure such deficiency within fifteen (15) days after such notice, then **Owner** may, by written notice to **Tenant**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Owner**.

- B. Upon such termination, **Owner** shall be entitled to possession of the premises and all permanent improvements therein made by **Tenant** without any further notice or demand, and **Tenant** shall peacefully surrender the premises and all other permanent improvements therein made by **Tenant**. If **Tenant** shall refuse to surrender and deliver upon the possession of the premises, then **Owner** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

**19. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:**

- A. **Tenant** shall pay and indemnify **Owner** against all legal costs and charges, including attorney's fees, in obtaining possession of the premises after a default of **Tenant** or after **Tenant's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Tenant** herein contained. **Tenant** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Tenant** to restore the property and premises to the original condition.

**20. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:**

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Tenant** to repair, rebuild, or reimburse the **Owner** to an equal to or better than condition or fairly compensate the **Owner** in monetary value, as existed prior to the destruction of such real property or fixed assets.

**21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:**

- A. **Tenant** shall, at the expiration of the rental term or any renewal thereof, or on termination thereof, surrender the premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Tenant** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Tenant** at the expiration of the rental term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Tenant**. **Owner** has the option to purchase all of the removable property that the **Tenant** has acquired for the operation of the premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

**22. OPERATIONS:**

- A. **Tenant** shall have the right to solicit offerings and contributions from spectators and charge admission for **Tenant**-sponsored events. The details of its plan for same shall be submitted by the **Tenant** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Tenant**, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Tenant** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Owner** following the close of each year as part of the Annual Operations Plan.



**23. NOTICE:**

Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division  
1801 East Fourth Street  
Casper, Wyoming 82601

Spuds Baseball Club LLC  
4251 Gramin Dr.  
Casper, WY 82609

**24. WAIVER:**

- A. No failure by **Owner** to insist upon the strict performance of any terms or conditions of this Agreement, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Tenant**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Owner**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

**25. ENVIRONMENTAL COMPLIANCE:**

- A. **Tenant** shall conduct its operation on the property in compliance with and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Tenant** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Owner** copies of the permits upon request. **Tenant** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Tenant** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Tenant** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Tenant** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Tenant's** lawful operations on the property. In addition, **Tenant** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Tenant** shall immediately advise **Owner** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Tenant** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Tenant's** discovery of any occurrence or condition on the property which might subject **Tenant, Owner,** or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Tenant** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Owner** and to the proper authorities. **Tenant** shall advise **Owner,** upon request of all such investigations

which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Tenant** not less than on a monthly basis. **Tenant**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Owner** in writing, upon request, of all such precautions which have been taken.

**26. GOVERNING LAW:**

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

**27. MISCELLANEOUS COVENANTS:**

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

**28. TERMINATION OF RENTAL AGREEMENT:**

- A. The City or the **Tenant** may terminate this Agreement anytime by providing thirty (30) days written notice to City or the **Tenant** of intent to terminate said Agreement. Notwithstanding the above, the **Tenant** shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by the **Tenant** or any breach of the Agreement by the **Tenant**.

**29. WYOMING GOVERNMENTAL CLAIMS ACT:**

- A. 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 reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**30. NO THIRD PARTY BENEFICIARY RIGHTS:**

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

**31. ENTIRE AGREEMENT:**

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Owner** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Owner** shall be implied in addition to the obligations herein expressed.

**33. GENERAL PROVISIONS:**

- A. I have read, understand and acknowledge receipt of this Agreement. I am also aware of the rules and regulations of the City of Casper pertaining to the use of this facility. I agree to abide by the reminders, rules and regulations of the City of Casper pertaining to the use of this facility and will be responsible for the conduct of the above listed group while using this facility. I agree to reimburse the City of any damage which might occur as a result of the listed group using the facility. I understand that the City of Casper does not carry insurance for participants renting or reserving facility. The terms of this release and indemnification are contractual and not a mere recital.
  
- B. I further understand and agree that compliance with all reminders, rules and regulation of the City of Casper in regard to this Agreement is a condition of use. If I fail to comply with any of the previously mentioned reminders, rules or regulations of the City of Casper pertaining to the use of this facility, I understand I will be invoiced for any damage and/or excessive cleaning performed by the City. I further understand that if I do not stay for the full rental, no refund will be given.

\*The remainder of this page is intentionally left blank\*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Walker Tremel

ATTEST:

Fleur Tremel  
City Clerk

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Bruce Knell  
Mayor

TENANT: (Name and Address)

Spuds Baseball Club LLC  
4251 Gramin Dr.  
Casper, WY 82609

Phone:  
307-258-8556

E-Mail  
Paul@spudsbbaseball.com

WITNESS:

Signature:

By: (Print name)

Philippe Moya

Recreation Manager

Signature:

By: (Print name)

Paul Hack

Title:

Managing Partner/owner

**Exhibit A**  
**Legal Description**

A Parcel located in and being a portion of the E ½ NW ¼, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Lot 53 of the C K T Addition and being the Point of Beginning; thence from the Point of Beginning N. 31°55'52" W. a distance of 22.028' to a point; thence S. 66°52'57" W. a distance of 48.562' to a point; thence N. 31°33'57" W. a distance of 83.000' to a point; thence N. 16°8'52" W. a distance of 104.000' to a point; thence N. 3°24'42" W. a distance of 140.000' to a point; thence N. 9°58'11" E. a distance of 180.000' to a point; thence N. 10°44'23" E. a distance of 68.000' to a point; thence N. 40°24'22" E. a distance of 17.000' to a point; thence N. 88°49'31" E. a distance of 31.000' to a point; thence S. 48°27'51" E. a distance of 15.000' to a point; thence S. 88°18'36" E. a distance of 9.000' to a point; thence N. 4°43'23" E. a distance of 30.000' to a point; thence N. 87°27'42" E. a distance of 248.795' to a point; thence S. 48°21'51" E. a distance of 168.000' to a point; thence S. 6°52'44" E. a distance of 207.000' to a point; thence N. 85°13'25" E. a distance of 29.000' to a point; thence S. 7°20'11" E. a distance of 100.000' to a point; thence S. 49°26'7" E. a distance of 89.000' to a point; thence S. 0°26'30" E. a distance of 102.000' to a point; thence S. 88°5'29" W. a distance of 181.502' to a point; thence N. 45°43'19" W. a distance of 102.702' to a point; thence S. 44°16'47" W. a distance of 66.388' to a point; thence S. 45°43'12" E. a distance of 21.578' to a point; thence S. 66°10'25" W. a distance of 72.713' to a point; thence N. 30°3'2" W. a distance of 65.766' to a point; thence S. 59°53'20" W. a distance of 110.064' to the Point of Beginning. The above described parcel contains 6.43 acres, more or less.

**Exhibit A**



## Exhibit B

### *Field Safety and Maintenance Checklist for Tennant to maintain or report to the City of Casper in a timely manner during the term of the Facility Rental Agreement.*

- **Skinned Areas**
  - The soil is not too loose and provides good running traction
  - The soil surface is loose enough around sliding zones for safe sliding
  - The soil is not too abrasive for safe sliding
  - The soil is not too compacted to provide good drainage
  - Running paths and sliding zones near bases are level and not worn
  - Batter's box and home plate areas are in good condition
  - Pitcher's mound is in good condition
  - The skinned area is level and does not have low spots or holes
  - There is no hazardous soil build up (lip) between skinned area and the turf
  - When moist, the skinned area is not too sticky and does not adhere to shoes
  - Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts
- **Pitcher's Mound**
  - The mound conforms to league requirements
  - Platform area behind rubber is large enough
  - "Push off" and "landing" areas are constructed with specialized clay
  - "Push off" and "landing" areas are not dished out and in need of repair
  - There is no hazardous soil build up (lip) between mound and infield grass
- **Playing Surface**
  - Maintenance equipment, such as rakes, buckets, etc. have been removed from the field
  - Litter and unsafe debris have been removed from the field and player/spectator area
- **Bases and Anchoring**
  - The base coverings do not have unsafe rips or gouges
  - The base framework or hardware is not loose or damaged
  - The base ground stake is safely below the surface grade
  - The base ground stake is firmly secured in concrete footing
  - The base, ground stake and its footing are installed according to the manufacture's requirement
  - The bases seat properly with the ground elevation and are seated securely
  - The concrete footings will not twist out of place in the ground
  - The surface of home plate is level with the surrounding surface
  - The pitcher's rubber is level with the surrounding surface and is secured safely in the ground
- **General**
  - signaling system to alert players to leave the field if inclement weather or other danger is imminent
  - Skinned foul lines are in good condition
  - The chalking or paint material is not irritating to the eyes
  - Areas that are hazardous or under repair have been blocked off or identified

## Resources for Safer Fields

**SportsTurf**  
MANAGERS ASSOCIATION

**stma**  
**Institute**  
OF SPORTSFIELD MANAGEMENT

**SAFE**  
The Foundation for Safer Athletic Fields

## Exhibit C

### Mike Lansing Baseball Stadium Rental Fees

<i>A certificate of Insurance must be provided by the Tenant and any subcontractors.</i>	
	<b>Rental Fees</b>

#### Baseball Rental Rates

Field Rental per hr.	Per Hour	\$15.00
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#### Day Fee (Tournaments / Special Events)

Field Rental (8 hours - 10% discount rounded)	Day fee	\$110.00
Lights per hr.	As Needed	\$45.00
City Staff (Tournaments, Special Events - Required)	Per Hour	\$20.00
<i>Flooring provided by Renter - As needed basis - evaluated by the City to determine need - Estimate for Denver rental: \$2.00 per sq. ft.</i>		
<i>Security Required by Renter - Renter is responsible for security for all events. A security service must be provided and documented by the City</i>		

#### Field Prep Rates

Field Prep - Game Full Prep: Pre (Per request) (8% disc)	Per Prep	\$110.00
Field Prep - Game Quick Prep (Per request)	Per Prep	\$60.00
Field Prep - Practice / Post (Per request)	Per Prep	\$20.00
Lights per hr. (No Pro-rate)	As Needed	\$45.00

#### Cleaning Fee and Trash Removal (Based on need and availability)

Per staff member, and supplies	Per Hour	\$25.00
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#### Office Rental Rates

Office Space (Annual: 12 months)	Per Month	\$25.00
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#### Locker Rooms

Large Locker Room (N/A) (Training Room, Storage Room 1, Storage Room 2, Coaches Locker Room, Managers Office, Laundry area)	Per Month	\$105.00
Small Locker Room (SBC Season: 5 months - April - August) (Training Room, Coaches Office, Coaches Locker Room)	Per Month	\$60.00

#### Retail Sales/Showroom

Retail Space (SBC Season: 5 months - April - August)	Per Month	\$100.00
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#### Storage Space Rental Rates

##### (Indoor Storage)

Large (SBC Annual: 12 months)	Per Month	\$20.00
Medium - (N/A)	Per Month	\$10.00

#### Advertising Fees

Spuds Baseball LLC, Casper Baseball Club if applicable.	Per Advertisement	5%
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## Exhibit C

City of Casper

Parks, Recreation and Public Facilities Department

Rental Information

Field Preparation for Games and Practices

**\* Full Prep: Per request**

- Preparing batters boxes and game mound for play.
- The infield skin will be groomed and leveled, adequate amounts of water will be applied to the infield skin depending on the days conditions.
- Painting the foul lines and batters boxes.
- Trash removal from the complex, both dugouts as well as fence lines, sweep dugouts.

**\* Quick Prep: Between games - Per request.**

- This is usually done in 15 minutes or less to get the field back in shape before a new game starts.
- The focus is placed on areas such as running paths, home plate and the pitchers mound to repair blow out areas.
- Raking out around bases and sliding spots, as well as position spots.
- Touch up of the paint around batters boxes is done on an as needed basis.

**\* Practice Prep: Per Request - One practice prep is good for the entirety of a practice day**

- Field will be groomed to insure a level and quality field to conduct practice on.
- Crews will apply adequate amounts of water to the infield skin.
- Batter's boxes and pitching mounds will be repaired on an as needed basis

RESOLUTION NO. 23-64 \_\_

A RESOLUTION AUTHORIZING A RENTAL AGREEMENT  
WITH SPUDS BASEBALL CLUB LLC FOR USE OF THE MIKE  
LANSING BASEBALL STADIUM.

WHEREAS, the City is the owner of Mike Lansing Baseball Stadium; and,


WHEREAS, Spuds Baseball Club LLC operates a summer collegiate baseball program and desires to utilize the Mike Lansing Baseball Stadium for collegiate baseball games.

WHEREAS, the City of Casper and Spuds Baseball Club LLC have agreed to the terms and conditions of the Rental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Rental Agreement between the City of Casper and Spuds Baseball Club LLC, for the use of Mike Lansing Baseball Stadium.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 30, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director  
Phil Moya, Recreation Manager

SUBJECT: Authorizing an Agreement with Casper Baseball Club for the Rental of Mike Lansing Ballfield and Related Building Space

**Meeting Type & Date**  
Regular Council Meeting  
April 18, 2023

**Action type**  
Resolution

**Recommendation**

That Council authorize, by resolution, a Rental Agreement between the City of Casper and Casper Baseball Club for the use of Mike Lansing ballfield and locker room, office spaces and storage spaces.

**Summary**

The long-term agreement with Casper Legion Baseball for the lease of the Mike Lansing ballfield expired on December 31, 2020. After consideration of options and proposals for the 3<sup>rd</sup> party management of the facility, the decision was made to have the City Recreation Division manage the daily operations of the ballfield, including rental to our various user groups. The new rental structure resulted in significant subsidy decreases related to Lansing Field; therefore, Council agreed in October 2021 that the Recreation Division should continue to operate under the annual rental structure.

Shortly thereafter, in December 2021, Casper Baseball Club, formally Casper Legion Baseball, presented to the City Council a request to enter in to a multi-year partnership for Mike Lansing Field. The Club's interest in establishing a longer-term relationship with the City was driven by their desire to invest in infrastructure and programming that will enhance and grow youth baseball opportunities in Casper. The Club felt strongly that multi-year partnerships give donors the confidence to invest knowing that their investment will benefit Casper Baseball Club and its members into the future. After hearing this discussion, Council directed staff to explore longer-term relationship options.

An agreement was not prepared in time for the 2022 season, so rental of the facility throughout 2022 followed the annual rental format that was established in 2021. However, in response to the request for a longer-term agreement by the Casper Baseball Club, the Parks, Recreation and Public Facilities Department is now recommending approval for a new multi-year rental agreement between the City of Casper and the Club for the use of Mike Lansing ballfield, locker room, office spaces and storage spaces. This is a non-exclusive rental agreement, so the City of

Casper reserves the right to rent the baseball stadium, on days and times that are available, to other user groups that request the facility. The initial term of this agreement is from April 2023 through March 2026. The Agreement shall automatically be extended for two additional one-year extension terms unless either party provides written notice of non-renewal to the other party at least 90 days before any extension term is scheduled to begin.

Under the terms of the Rental Agreement, Casper Baseball Club will be responsible for normal facility upkeep during rented times, including litter control, trash receptacle garbage removal, trash bag replacement, maintaining, cleaning, and re-stocking of toilet paper, paper towels and hand soap in locker rooms, restrooms and portable restrooms for the areas specified in the Rental Agreement. Casper Baseball Club is also responsible for charges for electricity for field lighting. Finally, the Club commits to making investments to improve the facility. The City of Casper will be responsible for all other utilities and repairs as well as normal ballfield turf and related ground maintenance, roadway and parking lot repairs.

### **Financial Considerations**

Through this Rental Agreement, Casper Baseball Club will pay the City of Casper rental fees for Mike Lansing ballfield, locker room, office spaces and storage spaces, as well as 5% of advertisements posted at the stadium. Ballfield rates were restructured, at the request of the users, from a flat rate for practices and games to an hourly rate for field rental. Additionally, rates for building space were established based on square footage.

Rental revenue in 2022 totaled \$8,580. Staff estimates that the 2023 season revenue will be \$8,760 with the new format.

### **Oversight/Project Responsibility**

Phil Moya, Recreation Manager  
Paul Zowada, Recreation Supervisor

### **Attachments**

Resolution  
Rental Agreement



## FACILITY RENTAL AGREEMENT (NON-EXCLUSIVE)

THIS NON-EXCLUSIVE FACILITY RENTAL AGREEMENT, hereafter "**Agreement**", entered into this \_\_\_ day of \_\_\_\_\_, 202\_, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City or **Owner**," and Casper Baseball Club, a 501(c) (3) Non-Profit Corporation, hereinafter referred to as "**Tenant**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the rental, covenants, and conditions herein set forth, the **Owner** and **Tenant** hereby covenant, promise, and agree as follows:

### RECITALS:

- A. The City owns and operates Mike Lansing Baseball Stadium, located at 330 Kati Lane, Casper, Wyoming; and
- B. **Tenant** desires to enter into a non-exclusive facility rental agreement of Mike Lansing Baseball Stadium and to reach other accommodations with the City, and the City is willing to enter a non-exclusive facility rental agreement with the Casper Baseball Club and to define associated obligations of the parties as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

### 1. PREMISES:

- A. **Owner** hereby agrees to rent to **Tenant**, and **Tenant** hereby agrees to rent from **Owner**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Mike Lansing Baseball Stadium, as further described in Exhibit A, attached hereto and by reference made part of this Agreement, hereinafter referred to as the "**the premises**".
- B. The "Mike Lansing Baseball Stadium" is rented to **Tenant** in an AS IS CONDITION, WITHOUT WARRANTY, and EXPRESSED OR IMPLIED. By signing this Agreement, **Tenant** agrees it has inspected the rented premises and accepts the property in its present condition.
- C. This Agreement is non-exclusive, and owner may rent Mike Lansing Baseball Stadium to others in its sole discretion.

### 2. PURPOSE:

The demised premises are rented to **Tenant** for the purpose of conducting baseball practice and game activities and or special events or tournaments. Such baseball activities and or services and related activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to possession, use, or maintenance of the rented property.

### 3. TERM:

- A. The primary term of this Agreement shall be one (1) year ("Primary Term"), upon the first day of the month as indicated in the exercise of the option ("Commencement Date"). The Agreement shall automatically be

extended for Two (2) additional one (1) year extension terms (“Extension Terms”) unless either party provided written notice of non-renewal to the other party at least 90 days before any Extension Term is scheduled to begin. During the Primary Term and any Extension Term, Tenant may rent Mike Lansing Baseball Stadium as further described in the Agreement.

#### 4. **FEES:**

**Rental Fees:** Tenant shall pay the rental fees to the City as follows:

- A. Tenant shall pay rental fees to the Owner as set forth in Exhibit D, which is attached hereto and by reference made part of this Agreement, for the use of the Mike Lansing Baseball Stadium and its facilities. The listed fees will be payable to the City one month in advance for the month’s rental, or (2) two weeks prior to the date of any individual rentals not included in the monthly format to the Owner at its offices located at 1801 East 4<sup>th</sup> Street, Casper, Wyoming.
- B. Itemized infield maintenance fees associated with Mike Lansing Baseball Stadium that are the responsibility of Tenant are listed in Exhibit C, Which is attached hereto and by reference made part of this Agreement, and are subject to annual increases based on the terms of the Agreement and the increased cost of materials.
- C. Rent not received on time is subject to a one and one half percent (1.5 %) per month late fee due the Tenant if the rental fee payment is not paid to the City by the 15th day of the overdue month in the terms of this Agreement. Tenant’s failure to pay the City the above-described rent on or before the 15th day of any month of this Agreement shall be considered a default by the Tenant of the terms and conditions of this Agreement.
- D. Optional Fees: Field Preparation Fees –All Field Preparation requests must be provided within two weeks of the event. Field Preparation Fees are listed in Exhibit D. Field Preparations are not guaranteed and will be based on staff availability.

#### 5. **ASSIGNMENT/SUBLEASING:**

- A. Tenant may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the rented premises without the prior written consent of the Owner. Tenant shall not allow another group or entity to use/share the rented premises without written consent of the Owner.

#### 6. **INVENTORY:**

- A. Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before May 1 of each term of this Agreement, the Owner and the Tenant shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the Owner and those belonging to the Tenant on the rented premises. Tenant shall not remove any Owner owned equipment from the facilities without express written permission from the Director of Parks, Recreation and Public Facilities or their assigned designee.

#### 7. **TAXES AND ASSESSMENTS:**

- A. Tenant represents that it is a 501(c)(3) not-for-profit, charitable organization that is tax-exempt in Natrona County. Tenant shall maintain its status a tax-exempt entity and provide the City with a current tax-exemption certificate. If it does not, Tenant agrees to pay to the Natrona County Treasurer, on behalf

of the **Owner**, any and all taxes and assessments which may be assessed against the property related to the **Tenant's** use of the property, upon reasonable notice by the **Owner**, as to the amounts due and owing.

**8. NON-DISCRIMINATION:**

- A. The **Tenant** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

**9. SCHEDULING:**

- A. **Tenant** shall be responsible for providing a schedule to the **Owner** one month prior to the season for the rental of Mike Lansing Baseball Stadium for all baseball related activities. **Owner** shall schedule baseball and non-baseball activities based on the availability of the facility.
- B. For any special events or tournaments that deviate from the master schedule, the **Tenant** must notify the **Owner** of such changes at least fourteen (14) days in advance. The **Owner** will determine if the facility is available to rent based on all rental schedules with the **Tenant** and other renters of the facility.

**10. LAWS AND REGULATIONS:**

- A. **Tenant** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Tenant** with respect to the real property and fixed assets. **Tenant** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

**11. INSURANCE, INDEMNIFICATION AND IMMUNITY:**

- A. **Prior to the commencement of the Rental Agreement, Tenant** 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 **Tenant's** operation and use of the rented premises. The cost of such insurance shall be borne by the **Tenant**.
- B. Minimum Scope and Limit of Insurance.  
Coverage shall be at least as broad as:
1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
  2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.
- C. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.
- D. **Higher Limits:** If the **Tenant** maintains broader coverage and/or higher limits than required under this Agreement, then the **Tenant** shall be entitled to coverage for the higher limits maintained by the **Tenant**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the **Owner**.
- E. **Other Insurance Provisions:**

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

1. *Additional Insured Status*  
The **Owner**, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Tenant's** insurance at least as broad as ISO Form CG 20 10.
2. *Primary Coverage*  
For any claims related to this contract, the **Tenant's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **Owner**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **Owner**, its officers, officials, employees, or volunteers shall be excess of the **Tenant's** insurance and shall not contribute with it.
3. *Notice of Cancellation*  
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the **Owner**. Such notice to the City shall be provided in a commercially reasonable time.
4. *Waiver of Subrogation*  
**Tenant** hereby grants to the **Owner** a waiver of any right to subrogation which any insurer of said **Tenant** may acquire against the **Owner** by virtue of the payment of any loss under such insurance. **Tenant** 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 **Owner** has received a waiver of subrogation endorsement from the insurer.
5. *Acceptability of Insurers*  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the **Owner**.
6. *Self-Insured Retentions*  
Self-insured retentions must be declared to and approved by the **Owner**. At the option of the **Owner**, either: the **Tenant** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the **Owner**, its officers, officials, employees, and volunteers; or the **Tenant** shall provide a financial guarantee satisfactory to the **Owner** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be



endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **Owner**.

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

**Tenant** shall furnish the **Owner** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the **Owner** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Tenant's** obligation to provide them. The **Owner** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

9. *Special Risks or Circumstances*

**Owner** reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. *Subcontractors*

**Tenant** shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and **Tenant** shall ensure that the **Owner** is an additional insured on insurance required from Subcontractors.

F. *Indemnification:*

**Tenant** agrees to indemnify the **Owner**, the **Owner'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, but not limited to, 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 **Tenant** and/or any subcontractor thereof.

**12. USE OPERATIONS PLAN:**

- A. The **Tenant** shall submit a Use Operations Plan to the Director of Parks, Recreation and Public Facilities or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the facility rental agreement, in the event the Director of Parks, Recreation and Public Facilities or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.
- B. If the **Tenant** would like to use Heavy equipment on the premises will require the approval of the Director

of Parks, Recreation and Public Facilities or its designee within fourteen (14) of scheduled use.

- C. If the **Tenant** would like to have any live animals on the premises for games, special events or practices will require the approval of the Director of Parks, Recreation and Public Facilities or its designee within fourteen (14) of scheduled use.

### 13. ADVERTISING:

- A. **Tenant** shall have the right to procure and to install, affix, maintain, and replace appropriate signs/banners displaying advertising matter at the premises, but only at locations approved by the Director of Parks, Recreation and Public Facilities or assigned designee at their sole discretion. All advertising shall be subject to the **Owner's** right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Tenant** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the **Owner** of advertising material shall not constitute a waiver of **Tenant** obligations concerning such violations or infringement. **Tenant** agrees to indemnify and hold the **Owner** harmless with respect to all such claims without cost to the **Owner**.
- B. The **Owner** will be entitled to five percent (5%) of the agreed upon advertising value based on a fee structure, in-kind trade or complimentary offers, per individual advertisement. **Tenant** will be responsible for the full payment of five percent (5%) of the advertising value based on a fee structure, in-kind trade or complimentary offers, in the Agreement term. If the **Tenant** fails to pay **Owner** within thirty (30) day of receipt of the received advertising value, this rental Agreement shall be considered a default by the **Tenant** of the terms and conditions of this Agreement. The terms of the advertising agreement, fee structure, in-kind trades, complimentary offers, and term limit will be approved by the responsible Director of Parks, Recreation and Public Facilities or their assigned designee.
- C. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Tenant** and shall remain the property of **Tenant** and shall be subject to removal by **Tenant** at any time.

### 14. RIGHT TO ENTRY:

- A. The **Owner** reserves the right to enter the premises for the purposes of maintenance, public safety, and other general inspections. **Tenant** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Owner's** representative during such inspections.
- B. The **Tenant** will ensure that the on-site manager and staff follows all appropriate customer service guidelines and maintains an appropriate professional rental service atmosphere and operation to limit the number of customer complaints associated with the rental operation. The **Owner** reserves the right of immediate access to the premises for intervention concerning any unresolved customer service disputes. The intent is to provide the customer with the best possible customer service, within reasonable resources of the **Tenant** and the **Owner**.
- C. **Tenant** will be responsible for paying **Owner** for additional services needed to address customer complaints associated with the rental operation based on fees for additional services as described Exhibit

## 15. MAINTENANCE:

- A. **Tenant** shall, during the term of this Agreement, keep the premises in good order and repair commensurate with the operation of the **Tenant's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants. The **Tenant** must receive consent of the **Owner** prior to any proposed repairs. **Owner** shall, during the term of this Agreement, provide services commensurate with the rental fee identified in this Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment. The **Tenant** will report all repair requests to the Recreation Supervisor (Athletics). The Supervisor will report the repairs to the appropriate City department to address repairs. The **Tenant** is liable for all damages that occur to the facility during the dates and times of scheduled use. The **Owner** will be responsible for normal turf and related ground maintenance, and roadway repairs and parking lot repairs.
- B. Inspections of the field conditions shall be the responsibility of the **Tenant**, shown in Exhibit B, attached hereto and by reference made part of this Agreement. **Tenant** will be responsible for maintaining and cleaning of office space, concessions space, storage space, restrooms and portable restrooms provided during the term of the Agreement. The **Tenant** will be responsible for maintaining the rented area with trash receptacle garbage removal and trash bag replacement during the term of the Agreement. The **Tenant** will also be responsible for litter collection on the grounds in the rental area that could accumulate during the term of the Agreement. **Tenant** will be responsible for paying **Owner** for additional services needed for special events or tournaments including field prep and additional trash removal service. The **Tenant** will need to request the additional services from the City and least fourteen (14) days prior to the rental/event. Additional services will only be provided based on availability of City staff. Fees for additional services shall be as shown in Exhibit D.

## 16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Tenant**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Owner**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Tenant** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Director of Parks, Recreation and Public Facilities or their assigned designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the rented premises.
- C. **Tenant** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed, and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Owner** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Tenant**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Director of Parks, Recreation and Public Facilities or their assigned designee.

**17. UTILITIES:**

- A. **Tenant** is responsible for all charges electricity for field lighting as set forth on Exhibit D. **Owner** is responsible for all charges for water, sewer and natural gas for the Mike Lansing Baseball Stadium.

**18. DEFAULT:**

- A. In the event **Tenant** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Owner** may terminate this Agreement by giving **Tenant** written notice of such termination; or, in the event the **Tenant** fails to perform any other obligations called for herein on its part to be performed, and upon notice duly given of such deficiency by **Owner**, and upon **Tenant**'s failure to cure such deficiency within fifteen (15) days after such notice, then **Owner** may, by written notice to **Tenant**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Owner**.
- B. Upon such termination, **Owner** shall be entitled to possession of the premises and all permanent improvements therein made by **Tenant** without any further notice or demand, and **Tenant** shall peacefully surrender the premises and all other permanent improvements therein made by **Tenant**. If **Tenant** shall refuse to surrender and deliver upon the possession of the premises, then **Owner** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

**19. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:**

- A. **Tenant** shall pay and indemnify **Owner** against all legal costs and charges, including attorney's fees, in obtaining possession of the premises after a default of **Tenant** or after **Tenant's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Tenant** herein contained. **Tenant** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Tenant** to restore the property and premises to the original condition.

**20. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:**

- A. If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Tenant** to repair, rebuild, or reimburse the **Owner** to an equal to or better than condition or fairly compensate the **Owner** in monetary value, as existed prior to the destruction of such real property or fixed assets.

**21. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:**

- A. **Tenant** shall, at the expiration of the rental term or any renewal thereof, or on termination thereof, surrender the premises free of sub tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for temporary facilities or fixtures put in at the expense of the **Tenant** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Tenant** at the expiration of the rental term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Tenant**. **Owner** has the option to purchase all of the removable property that the **Tenant** has acquired for the operation of the premises and facility operations at the termination or expiration of this

Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

**22. OPERATIONS:**

- A. **Tenant** shall have the right to solicit offerings and contributions from spectators and charge admission for **Tenant**-sponsored events. The details of its plan for same shall be submitted by the **Tenant** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Tenant**, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Tenant** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Owner** following the close of each year as part of the Annual Operations Plan.

**23. NOTICE:**

Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper Recreation Division  
1801 East Fourth Street  
Casper, Wyoming 82601

Casper Baseball Club  
P.O. Box 3554  
Casper, WY 82602

**24. WAIVER:**

- A. No failure by **Owner** to insist upon the strict performance of any terms or conditions of this Agreement, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Agreement required to be performed by **Tenant**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Owner**. No waiver of any breach shall affect or alter any term or condition of this Agreement, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

**25. ENVIRONMENTAL COMPLIANCE:**

- A. **Tenant** shall conduct its operation on the property in compliance with and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Tenant** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Owner** copies of the permits upon request. **Tenant** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Tenant** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. **Tenant** shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Tenant** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Tenant's** lawful operations on the property. In addition, **Tenant** shall comply with all laws, regulations, and standards applicable to those substances.

- B. **Tenant** shall immediately advise **Owner** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Tenant** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Tenant's** discovery of any occurrence or condition on the property which might subject **Tenant, Owner**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Tenant** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Owner** and to the proper authorities. **Tenant** shall advise **Owner**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Tenant** not less than on a monthly basis. **Tenant**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Owner** in writing, upon request, of all such precautions which have been taken.

**26. GOVERNING LAW:**

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

**27. MISCELLANEOUS COVENANTS:**

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

**28. TERMINATION OF RENTAL AGREEMENT:**

- A. The City or the **Tenant** may terminate this Agreement anytime by providing thirty (30) days written notice to City or the **Tenant** of intent to terminate said Agreement. Notwithstanding the above, the **Tenant** shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by the **Tenant** or any breach of the Agreement by the **Tenant**.

**29. WYOMING GOVERNMENTAL CLAIMS ACT:**

- A. 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 reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

**30. NO THIRD PARTY BENEFICIARY RIGHTS:**

- A. The parties to this Agreement do not intend to create in any other individual or entity the status of third-

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

**31. ENTIRE AGREEMENT:**

- A. This Agreement contains the entire agreement between the parties and it is agreed that neither **Owner** or anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Owner** shall be implied in addition to the obligations herein expressed.

**33. GENERAL PROVISIONS:**

- A. I have read, understand and acknowledge receipt of this Agreement. I am also aware of the rules and regulations of the City of Casper pertaining to the use of this facility. I agree to abide by the reminders, rules and regulations of the City of Casper pertaining to the use of this facility and will be responsible for the conduct of the above listed group while using this facility. I agree to reimburse the City of any damage which might occur as a result of the listed group using the facility. I understand that the City of Casper does not carry insurance for participants renting or reserving facility. The terms of this release and indemnification are contractual and not a mere recital.
- B. I further understand and agree that compliance with all reminders, rules and regulation of the City of Casper in regard to this Agreement is a condition of use. If I fail to comply with any of the previously mentioned reminders, rules or regulations of the City of Casper pertaining to the use of this facility, I understand I will be invoiced for any damage and/or excessive cleaning performed by the City. I further understand that if I do not not stay for the full rental, no refund will be given.

\*The remainder of this page is intentionally left blank\*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

Wallie Tremel

ATTEST:

Fleur Tremel  
City Clerk

OWNER:

CITY OF CASPER, WYOMING  
A Municipal Corporation

Bruce Knell  
Mayor

TENANT: (Name and Address)

Casper Baseball Club  
P.O. Box 3554  
Casper, WY 82602

Phone: 307-797-1801

E-Mail: KJHill16432@gmail.com

WITNESS:

Signature: Christina Batt

By: (Print name) Christina Batt

Title: Admin Assistant III

Signature: Kalen Hill

By: (Print name) Kalen Hill

Title: Director



**Exhibit A**  
**Legal Description**

A Parcel located in and being a portion of the E ½ NW ¼, Section 4, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and more particularly described by metes and bounds as follows:

Commencing at the Northwest corner of Lot 53 of the C K T Addition and being the Point of Beginning; thence from the Point of Beginning N. 31°55'52" W. a distance of 22.028' to a point; thence S. 66°52'57" W. a distance of 48.562' to a point; thence N. 31°33'57" W. a distance of 83.000' to a point; thence N. 16°8'52" W. a distance of 104.000' to a point; thence N. 3°24'42" W. a distance of 140.000' to a point; thence N. 9°58'11" E. a distance of 180.000' to a point; thence N. 10°44'23" E. a distance of 68.000' to a point; thence N. 40°24'22" E. a distance of 17.000' to a point; thence N. 88°49'31" E. a distance of 31.000' to a point; thence S. 48°27'51" E. a distance of 15.000' to a point; thence S. 88°18'36" E. a distance of 9.000' to a point; thence N. 4°43'23" E. a distance of 30.000' to a point; thence N. 87°27'42" E. a distance of 248.795' to a point; thence S. 48°21'51" E. a distance of 168.000' to a point; thence S. 6°52'44" E. a distance of 207.000' to a point; thence N. 85°13'25" E. a distance of 29.000' to a point; thence S. 7°20'11" E. a distance of 100.000' to a point; thence S. 49°26'7" E. a distance of 89.000' to a point; thence S. 0°26'30" E. a distance of 102.000' to a point; thence S. 88°5'29" W. a distance of 181.502' to a point; thence N. 45°43'19" W. a distance of 102.702' to a point; thence S. 44°16'47" W. a distance of 66.388' to a point; thence S. 45°43'12" E. a distance of 21.578' to a point; thence S. 66°10'25" W. a distance of 72.713' to a point; thence N. 30°3'2" W. a distance of 65.766' to a point; thence S. 59°53'20" W. a distance of 110.064' to the Point of Beginning. The above described parcel contains 6.43 acres, more or less.

**Exhibit A**



## Exhibit B

### *Field Safety and Maintenance Checklist for Tennant to maintain or report to the City of Casper in a timely manner during the term of the Facility Rental Agreement.*

- **Skinned Areas**
  - The soil is not too loose and provides good running traction
  - The soil surface is loose enough around sliding zones for safe sliding
  - The soil is not too abrasive for safe sliding
  - The soil is not too compacted to provide good drainage
  - Running paths and sliding zones near bases are level and not worn
  - Batter's box and home plate areas are in good condition
  - Pitcher's mound is in good condition
  - The skinned area is level and does not have low spots or holes
  - There is no hazardous soil build up (lip) between skinned area and the turf
  - When moist, the skinned area is not too sticky and does not adhere to shoes
  - Unsafe obstacles such as hard gravel and framing boards do not exist in on-deck or walkway areas from dugouts
- **Pitcher's Mound**
  - The mound conforms to league requirements
  - Platform area behind rubber is large enough
  - "Push off" and "landing" areas are constructed with specialized clay
  - "Push off" and "landing" areas are not dished out and in need of repair
  - There is no hazardous soil build up (lip) between mound and infield grass
- **Playing Surface**
  - Maintenance equipment, such as rakes, buckets, etc. have been removed from the field
  - Litter and unsafe debris have been removed from the field and player/spectator area
- **Bases and Anchoring**
  - The base coverings do not have unsafe rips or gouges
  - The base framework or hardware is not loose or damaged
  - The base ground stake is safely below the surface grade
  - The base ground stake is firmly secured in concrete footing
  - The base, ground stake and its footing are installed according to the manufacture's requirement
  - The bases seat properly with the ground elevation and are seated securely
  - The concrete footings will not twist out of place in the ground
  - The surface of home plate is level with the surrounding surface
  - The pitcher's rubber is level with the surrounding surface and is secured safely in the ground
- **General**
  - signaling system to alert players to leave the field if inclement weather or other danger is imminent
  - Skinned foul lines are in good condition
  - The chalking or paint material is not irritating to the eyes
  - Areas that are hazardous or under repair have been blocked off or identified

## Resources for Safer Fields

**SportsTurf**  
MANAGERS ASSOCIATION

**stma**  
**Institute**  
OF SPORTSFIELD MANAGEMENT

**SAFE**  
The Foundation for Safer Athletic Fields

**Exhibit C:**

Facility upgrades and Maintenance will be included in this facility rental agreement. Below are the items that the Casper Baseball Club agrees to complete the listed upgrades both financially and structurally during the Three (3) year agreement. The Casper Baseball Club will be responsible for following items during the listed years below.

**2023:**

- **Removal of Storage Container (CBC)**

**2024:**

- **Renovation of Practice Field – Phase 1 (CBC, City)**

**2025:**

- **Renovation of Practice Field – Phase 2 (CBC, City)**

<b>Upgrade</b>	<b>Description</b>	<b>Est. Cost</b>
Renovation of Practice Field	Irrigation and Sod. CBC \$4,000 City of Casper: Labor	\$4,000
Renovation of Practice Field	Infield Material: Clay and Infield Mix. CBC \$4,000 City of Casper: Labor	\$4,000

**Exhibit D**

**Mike Lansing Baseball Stadium Rental Fees**

<i>A certificate of Insurance must be provided by the Tenant and any subcontractors.</i>	
	<b>Rental Fees</b>

**Baseball Rental Rates**

Field Rental per hr.	Per Hour	\$15.00
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**Day Fee (Tournaments / Special Events)**

Field Rental (8 hours - 10% discount rounded)	Day fee	\$110.00
Lights per hr.	As Needed	\$45.00
City Staff (Tournaments, Special Events - Required)	Per Hour	\$20.00
<i>Flooring provided by Renter - As needed basis - evaluated by the City to determine need - Estimate for Denver rental: \$2.00 per sq. ft.</i>		
<i>Security Required by Renter - Renter is responsible for security for all events. A security service must be provided and documented by the City</i>		

**Field Prep Rates**

Field Prep - Game Full Prep: Pre (Per request) (8% disc)	Per Prep	\$110.00
Field Prep - Game Quick Prep (Per request)	Per Prep	\$60.00
Field Prep - Practice / Post (Per request)	Per Prep	\$20.00
Lights per hr. (No Pro-rate)	As Needed	\$45.00

**Cleaning Fee and Trash Removal (Based on need and availability)**

Per staff member, and supplies	Per Hour	\$25.00
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**Office Rental Rates**

Office Space (Annual: 12 months)	Per Month	\$25.00
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**Locker Rooms**

Large Locker Room (CBC Season: 6 months - April - September) (Training Room, Storage Room 1, Storage Room 2, Coaches Locker Room, Managers Office, Laundry area)	Per Month	\$105.00
Small Locker Room (N/A) (Training Room, Coaches Office, Coaches Locker Room)	Per Month	\$60.00

**Retail Sales/Showroom**

Retail Space (N/A)	Per Month	\$100.00
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**Storage Space Rental Rates**

**(Indoor Storage)**

Large (N/A)	Per Month	\$20.00
Medium - (CBC Annual: 12 months)	Per Month	\$10.00

**Advertising Fees**

Spuds Baseball LLC, Casper Baseball Club if applicable.	Per Advertisement	5%
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## Exhibit D

**City of Casper  
Parks, Recreation and Public Facilities Department  
Rental Information  
Field Preparation for Games and Practices**

**\* Full Prep: Per request**

- Preparing batters boxes and game mound for play.
- The infield skin will be groomed and leveled, adequate amounts of water will be applied to the infield skin depending on the days conditions.
- Painting the foul lines and batters boxes.
- Trash removal from the complex, both dugouts as well as fence lines, sweep dugouts.

**\* Quick Prep: Between games - Per request.**

- This is usually done in 15 minutes or less to get the field back in shape before a new game starts.
- The focus is placed on areas such as running paths, home plate and the pitchers mound to repair blow out areas.
- Raking out around bases and sliding spots, as well as position spots.
- Touch up of the paint around batters boxes is done on an as needed basis.

**\* Practice Prep : Per Request - One practice prep is good for the entirety of a practice day**

- Field will be groomed to insure a level and quality field to conduct practice on.
- Crews will apply adequate amounts of water to the infield skin.
- Batter's boxes and pitching mounds will be repaired on an as needed basis

RESOLUTION NO. 23-65 —

A RESOLUTION AUTHORIZING A RENTAL AGREEMENT  
WITH CASPER BASEBALL CLUB FOR USE OF MIKE  
LANSING BASEBALL STADIUM.

WHEREAS, the City is the owner of Mike Lansing Baseball Stadium; and,

WHEREAS, Casper Baseball Club operates a baseball program for youth and desires to utilize City-owned facilities for said program.

WHEREAS, the City of Casper and the Casper Baseball Club have agreed to the terms and conditions of the Rental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Rental Agreement between the City of Casper and Casper Baseball Club, for the use of Mike Lansing Baseball Stadium.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor

March 28, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., City Engineer *AS*  
Steven Stolte, E.I.T., Associate Engineer I *SS*

SUBJECT: Authorizing Change Order No. 2 with Modern Electric Co. for a price increase, in the amount of \$900, and a time extension of 147 calendar days, in relation to the Solid Waste CRL Electrical Service Upgrades, Project No. 21-013.

**Meeting Type & Date**

Regular Council Meeting  
April 18<sup>th</sup>

**Action Type**

Resolution

**Recommendation**

That the City Council, by Resolution, authorize Change Order No. 2 (CO2) with Modern Electric Co., for a price increase, in the amount of \$900 and a time extension of 147 calendar days, in relation to the Solid Waste CRL Electrical Service Upgrades, Project No. 21-013.

**Summary:**

The work includes new power services for the solid waste biosolids building, quonset hut building, and cell 5 leachate system. These electrical service upgrades will also provide infrastructure to support the addition of thermal lenses in a future project and include electrical service for the landfill cell 5 leachate collection system which is currently under construction.

CO2 includes a time extension for 147 calendar days as a result of material and weather delays. CO2 also includes a price increase, in the amount of \$900, for an additional pull box, and additional labor associate with changes to the original design. Modern Electric has received several notices from their panel manufacture that there is a large breaker shortage causing a material shortage across the nation. With the time of year this work is being conducted frost and snow have impacted the work schedule. Approval of CO2 will set the substantial and final completion deadlines to May 5, 2023 and May 12, 2023, respectively.

Modern Electric Co. is under contract for construction of the work, and West Plains Engineering (WPE) was procured for design and construction administration of the work. City Staff and WPE recommend approval of CO2 with Modern Electric Co.

**Financial Considerations**

CO2 will result in \$900 being used from the contingency fund leaving \$18,225 remaining in the fund.



**Oversight/Project Responsibility**

Alex Sveda, P.E., City Engineer

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

**Attachments**

CO2

Request from Modern Electric

Recommendation memo from WPE

CITY OF CASPER  
CHANGE ORDER

DATE OF ISSUANCE: \_\_\_\_\_

NO. Two (2)

PROJECT: Solid Waste CRL Electrical Service Upgrades, Project No. 21-013

OWNER: City of Casper, Wyoming

CONTRACTOR: Modern Electric Co.

ARCHITECT/ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: Additional material, labor and a time extension of 147 calendar days as the result of material and weather delays.

Attachments: Memo from West Plains Engineering, Inc., for the material labor and time extension.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$382,550.00	Original Contract Time: (days or date) Substantial completion: December 9, 2022; Final completion: December 16, 2022
Previous Change Orders No. <u>0</u> to <u>1</u> :	Net change from previous Change Orders (days): <u>-0--</u> (days): <u>-0--</u>
Contract Price prior to this Change Order: \$338,200.00	Contract Time prior to this Change Order: Substantial completion: December 9 2022; Final completion: December 16, 2022
Net Increase/ <del>Decrease</del> change of this Change Order: \$900.00	Net Increase/ <del>Decrease</del> of this Change Order: (days) <u>- 147 --</u>
Contract Price with all approved Change Orders: \$339,100.00	Contract Time with all approved Change Orders:(date) Substantial completion: May 5, 2023; Final completion: May 12, 2023

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: Richard Vignaroli  
Contractor

BY: [Signature]  
Architect/Engineer

BY: \_\_\_\_\_  
Owner

**From:** [Gunner Vignaroli](#)  
**To:** [Steven Stolte](#)  
**Cc:** [David Walker](#)  
**Subject:** RE: Follow Up On Pay Estimate & Update For The Casper Landfill  
**Date:** Friday, February 24, 2023 11:14:06 AM  
**Attachments:** [revised service at Quonset.pdf](#)

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Steven,

Please see attached for the Change order price to make corrections at the Quonset hut due to material delays. Also, please do not forget the other two C/O prices we had for the:

- **Extra Pull Box (Per Email On 12/20/2022): \$900.00**
- ~~Extra Conduit Per Rocky Mountain Power Spec (Per Email on 12/27/2022): \$2,300.00~~

Just wanted to make sure if you were trying to do one change order, that those were not forgotten.

Let me know if you have any questions or need anything more from us.

Thank you,

**Gunner Vignaroli**  
**Modern Electric Company**  
**246 West 1<sup>st</sup> Street Casper, WY**  
**W: (307) 266-1711 D: (307) 776-9608 C: (307) 259-9840**  
**[gvignaroli@modern-electric.com](mailto:gvignaroli@modern-electric.com)**

***Since 1949, our business partners and community have trusted Modern Electric Co. for all of their electrical contracting needs. We continually strive to provide value through innovative approaches, superior craftsmanship, and reliable service.***

**\*This e-mail and any files transmitted with it are CONFIDENTIAL and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited**

**From:** Steven Stolte <[ssolte@casperwy.gov](mailto:ssolte@casperwy.gov)>  
**Sent:** Tuesday, February 21, 2023 7:49 AM  
**To:** Gunner Vignaroli <[gvignaroli@modern-electric.com](mailto:gvignaroli@modern-electric.com)>  
**Subject:** RE: Follow Up On Pay Estimate & Update For The Casper Landfill

Gunner,

The pay app has been processed and should be approved at council tonight, with payment to be



December 21, 2022

TO:  
Mr. Steven Stolte  
Associate Engineer  
City Of Casper  
200 N. David St  
Casper, WY 82601

RE: **City Of Casper Project No. 21-013 Request for Contract Time Extension**

Dear Mr. Stolte,

This letter is to request an extension of the contract time for project 21-013 Solid Waste Thermal Lenses & CRL Electrical Service Improvements due to material delays & weather. Specifically, we received several notices from our panel manufacture that the panels we have ordered have a large breaker shortage causing a material shortage across the nation. Also, with the time of year this work is trying to be completed, we are fighting frost and snow. Due to the uncontrollable nature of these issues, Modern Electric is asking the City Of Casper to extend our contract to May Of 2023. If there is any questions or concerns for this matter, please feel free to reach out to me.

Sincerely,

Gunner Vignaroli  
Project Manager  
Modern Electric Co.

**Date:** January 18, 2023

**Project:** CRL Electrical Service Upgrades

**To:** Steven Stolte, City of Casper

**Project #:** BC21022

**From:** Daren Beckloff, PE

**Project Location:** Casper, WY

**RE:** Construction Extension

**Owner:** City of Casper Landfill

---

After reviewing information from Modern Electric on delays in equipment ship dates for electrical panel equipment and winter weather conditions, we recommend extending the construction completion date to May 12, 2023.

Please contact us if you have any additional questions or comments regarding these items.

**END OF DOCUMENT – DWB**

**Date:** March 21, 2023

**Project:** CRL Electrical Service Upgrades

**To:** Steven Stolte, City of Casper

**Project #:** BC21022

**From:** Daren Beckloff, PE

**Project Location:** Casper, WY

**RE:** CO-2

**Owner:** City of Casper Landfill

---

After reviewing the proposed change order from Modern Electric on the additional pull box for communications at the Quanset Hut for \$900, we recommend acceptance.

Please contact us if you have any additional questions or comments regarding these items.

**END OF DOCUMENT – DWB**

RESOLUTION NO. 23-66 \_\_\_\_

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2  
MODERN ELECTRIC CO., FOR THE SOLID WASTE CRL  
ELECTRICAL SERVICE UPGRADES, PROJECT NO. 21-013.

WHEREAS, Modern Electric, Co., is performing services under the terms of an agreement with the City of Casper for the Solid Waste CRL Electrical Service Upgrades, Project No. 21-013; and,

WHEREAS, Modern Electric Co., is able and willing to provide those services, specified as Solid Waste CRL Electrical Service Upgrades, Project No. 21-013; and,

WHEREAS, the City of Casper desires to extend the time and cost because of material availability and weather delays and additional work.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City Manager is hereby authorized and directed to execute Change Order No. 2 to the Agreement with Modern Electric, Co., for a time extension of one hundred forty-seven (147) days and an increase in the Contract price in the amount of nine hundred and 00/100 dollars (\$900).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 3, 2023

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Bruce Martin, Public Utilities Manager

SUBJECT: Amendment No. 2 to the Contract for Professional Services with Holland and Hart, LLP for negotiating a new water contract with the United States Bureau of Reclamation.

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action Type**

Resolution

**Recommendation**

That Council, by resolution, authorize Amendment No. 2 to the Contract for Professional Services with Holland and Hart, LLP for negotiating a new water contract with the United States Bureau of Reclamation in an amount not to exceed \$50,000, for a total contract price of \$120,000.

**Summary**

The City of Casper (City) entered into a 40-year Water Service Contract (No. 2-07-70-W0534) with the Bureau of Reclamation (Reclamation) and the Casper-Alcova Irrigation District (District) on April 15, 1982. In accordance with the contract, Reclamation and the District agreed to supply the City with up to 7,000 acre-feet of water annually from the Kendrick Project water supply. The water supply was developed through conservation measures by a system improvement program. In return for this water supply, the City paid the District's repayment obligation to the United States and the City paid for the system improvement program.

The Tri-Party Agreement, Article 4, states that the contract may be renewed upon written request by the City. By letter dated October 30, 2018, the City notified Reclamation of its intent to renew the agreement. Since this time, the City and Reclamation have had preliminary discussions on moving forward with negotiations to define a new water service contract. During the required public comment period, Reclamation received comments that need to be addressed prior to issuance of an acceptable water contract.

Holland and Hart has extensive experience dealing with the complexity of water rights and water rights contracts and has been involved with this contracting process since the beginning. It will



be advantageous to continue having them on our team as we work through the steps to obtain the new water contract.

**Financial Considerations**

Funding for this amendment will come from the Water Fund Operations Budget.

**Oversight/Project Responsibility**

Bruce Martin, Public Utilities Manager

**Attachments**

Resolution

Contract Amendment

**AMENDMENT NO. 2 TO THE CONTRACT  
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this \_\_\_\_\_ day of April, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Holland & Hart, LLP, 2515 Warren Avenue, Suite 450, Cheyenne, Wyoming 82001 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

**RECITALS**

A. On April 27, 2021, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for providing legal services to assist with negotiating a new water contract with the United States Bureau of Reclamation.

B. On December 20, 2022, the City and Consultant agreed to Contract Amendment No. 1 updating the scope of services, extending the time of performance, and amending the compensation amount.

C. The City now desires to further amend the contract compensation amount.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

**1. INCORPORATION OF RECITALS**

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

**2. AMENDMENT TO PART 1 – AGREEMENT.**

A. Part 1 Section 3 Compensation. The paragraph which begins with “In consideration of the performance of services rendered under this Contract,” is deleted in its entirety and replaced with the following paragraph:

“In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed One Hundred Twenty Thousand and 00/00 Dollars (\$120,000.00) billed monthly in accordance with the table below.”

**3. RATIFICATION**

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM

Walker Tremel

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

CONSULTANT  
Holland and Hart, LLP

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

RESOLUTION NO. 23-67\_

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH HOLLAND AND HART, LLP FOR PROVIDING LEGAL SERVICES.

WHEREAS, Holland and Hart, LLP, under a contract for professional services dated April 27, 2021 and amended December 20, 2022, is providing legal services for assisting with negotiating a new water contract with the United States Bureau of Reclamation; and,

WHEREAS, on-going professional services are needed for continued contract negotiations; and,

WHEREAS, the City of Casper desires to increase the compensation amount for the contract with Holland and Hart, LLP, to provide these services; and,

WHEREAS, Holland and Hart, LLP, is able and willing to continue providing those services as specified in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the Contract for Professional Services between the City of Casper and Holland and Hart, LLP, for additional consulting services associated with negotiating a new water contract with the United States Bureau of Reclamation, in the amount of Fifty Thousand Dollars (\$50,000).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Amendment, equal to an additional amount not to exceed Fifty Thousand Dollars (\$50,000), for a total contract amount of One Hundred Twenty Thousand Dollars (\$120,000).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 18, 2023

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

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

SUBJECT: Authorizing an Agreement with Dana Kepner of Wyoming, LLC, and Ferguson Enterprises, dba Ferguson Waterworks, in the total amount of \$79,286.80, for the 2023 CPU Materials Procurement, Project No. 23-015.

**Meeting Type & Date:**

Regular Council Meeting  
April 18, 2023

**Action Type**

Resolution

**Recommendation:**

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, LLC, in the amount of \$27,328.05 and Ferguson Enterprises, dba Ferguson Waterworks, in the amount of \$51,958.75 for the 2023 CPU Materials Procurement, Project No. 23-015, for a total amount of \$79,286.80.

**Summary:**

On Wednesday, April 5, 2023, two (2) bids were received for the 2023 CPU Materials Procurement. The bid results are as follows:

<b>Bid Schedule</b>	<b>Description</b>	<b>Ferguson Waterworks</b>	<b>Dana Kepner of Wyoming</b>
I	PVC Pipe	\$4,225.00	\$4,187.40*
II	Resilient-Seated Gate Valves	\$6,450.00*	\$7,539.94
III	Fire Hydrants	\$12,225.00*	\$12,959.70
IV	Service Saddles	\$1,900.00*	\$4,416.00
V	Copper, Poly Tubing, Curb & Corp Stops	\$11,909.00*	\$13,335.20
VI	Extension Curb Boxes	\$26,193.75	\$23,140.65*
VII	Valve Boxes & Lids	\$4,773.50*	\$6,220.70
VIII	PVC Pressure Fittings	\$6,690.00*	\$9,399.93
IX	Zinc Anodes & Ground Clamps	\$4,550.00*	\$7,801.40
X	DIP Pressure Fittings	\$229.25*	\$329.71

2023 CPU Materials Procurement  
Project No. 23-015

XI	Miscellaneous	\$3,232.00*	\$4,588.45
	<b>TOTAL BID AMOUNTS</b>	\$82,377.50	\$93,919.08
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$51,958.75</b>	<b>\$27,328.05</b>

\*Recommended award amount

The engineer's estimate prepared by the City Engineering Office was \$96,382.00.

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

**Financial Considerations:**

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech

**Attachments:**

Resolutions

Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Casper, hereinafter referred to as the "Owner," and Dana Kepner Company of Wyoming, LLC, 1820 South Loop Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2023 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2) as follows:

Bid Schedule – I PVC Pipe and Bid Schedule VI – Extension Curb Boxes.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604

ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.

- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Twenty-Seven Thousand Three Hundred Twenty-Eight and 05/100 Dollars (\$27,328.05). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.
- 6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the



Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

- 6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

- 8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- 8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.
- 8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.
- 8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

- 9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).
- 9.2 Exhibit "A" - Bid Form (BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2)
- 9.3 Addenda.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).

- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2023 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 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 reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

Dana Kepner of Wyoming, LLC

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Bruce Knell

Title: City Clerk

Title: Mayor



- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or 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 or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,
5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 93,919.08

TOTAL BASE BID, IN WORDS: Ninety three thousand Nine  
hundred Nineteen and eight cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.
7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.
8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Dana Kepner Company  
1820 So Loop Avenue  
Casper WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on April 5th, 2023.

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: Dana Kepner Company of Wyoming, LLC (seal)  
(Name)

Wyoming  
(State of Incorporation or Organization)

By: Gary Vermeulen (seal)  
President / Branch Manager  
(Title)

Attest:  
Business Address: 1820 S. Loop Avenue

Casper WY 82601  
Phone Number: (307) 235-1300

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

Dana Kepner of Wyoming, LLC

1820 South Loop Avenue

Casper, Wyoming 82601

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Pipe	LF	160	\$13.04	\$2,086.40
2	8" PVC Pipe	LF	100	\$21.01	\$2,101.00
<b>TOTAL BID SCHEDULE I:</b>					<b>\$4,187.40</b>

BID SCHEDULE II - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (MJ x FL w/Gaskets & Bolts)	EA	2	\$1,125.80	\$2,251.60
2	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$852.12	\$1,704.24
3	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$1,792.05	\$3,584.10
<b>TOTAL BID SCHEDULE II:</b>					<b>\$7,539.94</b>

BID SCHEDULE III - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6' Bury	EA	3	\$4,319.90	\$12,959.70
<b>TOTAL BID SCHEDULE III:</b>					<b>\$12,959.70</b>

BID SCHEDULE IV - SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" X 1"	EA	20	\$220.80	\$4,416.00
<b>TOTAL BID SCHEDULE IV:</b>					<b>\$4,416.00</b>

BID SCHEDULE V - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	3/4" Copper Pipe (60' Rolls)	EA	5	\$417.60	\$2,088.00
2	1" Copper Pipe (60' Rolls)	EA	2	\$506.40	\$1,012.80
3	1" Poly Pipe (100' Rolls)	EA	5	\$80.00	\$400.00
4	3/4" x 1" Curb Stop (Cts x Cts)	EA	30	\$101.18	\$3,035.40
5	3/4" Corp Stop (CC x Cts)	EA	30	\$46.04	\$1,381.20
6	1" Corp Stop (CC x Cts)	EA	30	\$69.62	\$2,088.60
7	2" Corp Stop (CC x Cts)	EA	2	\$331.95	\$663.90
8	3/4" Couplings (Cts x Cts)	EA	30	\$25.71	\$771.30
9	3/4" X 1" Couplings (Cts x Cts)	EA	50	\$29.87	\$1,493.50
10	1" Stainless Steel Insert Liner or Stiffeners	EA	150	\$2.67	\$400.50
<b>TOTAL BID SCHEDULE V:</b>					<b>\$13,335.20</b>



BID SCHEDULE VI - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	150	\$84.98	\$12,747.00
2	1" x 5'-6" Extension Curb Box <b>without</b> Stainless Steel Rods	EA	150	\$51.58	\$7,737.00
3	2" x 5'-6" Extension Curb Box with Lid	EA	15	\$111.46	\$1,671.90
4	Curb Box Sleeve for 1" x 5'-6" Curb Box	EA	75	\$13.13	\$984.75
<b>TOTAL BID SCHEDULE VI:</b>					<b>\$23,140.65</b>

BID SCHEDULE VII - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Complete Valve Boxes (36" Bottom/26" Top w Lids)	EA	10	\$267.75	\$2,677.50
2	Slip in Tops	EA	15	\$73.50	\$1,102.50
3	14" Screw in Tops	EA	10	\$77.70	\$777.00
4	16" Top	EA	10	\$80.85	\$808.50
5	Type A Rubber Valve Adaptor (4" - 8")	EA	20	\$42.76	\$855.20
<b>TOTAL BID SCHEDULE VII:</b>					<b>\$6,220.70</b>

BID SCHEDULE VIII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Repair Sleeves	EA	1	\$247.67	\$247.67
2	8" x 22.5° Bend	EA	1	\$347.46	\$347.46
3	2" Plastic ARV	EA	20	\$440.24	\$8,804.80
<b>TOTAL BID SCHEDULE VIII:</b>					<b>\$9,399.93</b>

BID SCHEDULE IX - ZINC ANODES & BRASS GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	5# Zinc Anode	EA	20	\$39.17	\$783.40
2	18# Zinc Anode	EA	25	\$250.00	\$6,250.00
3	½" - 1" Brass Ground Clamps w/ Stainless Steel Screws	EA	150	\$5.12	\$768.00
<b>TOTAL BID SCHEDULE IX:</b>					<b>\$7,801.40</b>

BID SCHEDULE X - DIP PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" MJ Plug w/Bolt Pack	EA	1	\$139.78	\$139.78
2	8" MJ Plug w/Bolt Pack	EA	1	\$189.93	\$189.93
<b>TOTAL BID SCHEDULE X:</b>					<b>\$329.71</b>

BID SCHEDULE XI - MISCELLANEOUS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" X 20" SS Tapping Saddle	EA	2	\$2,107.55	\$4,215.10
2	¾" CC Direct Tap Bit	EA	1	\$373.35	\$373.35
<b>TOTAL BID SCHEDULE XI:</b>					<b>\$4,588.45</b>
<b>TOTAL BASE BID:</b>					<b>\$93,919.08</b>

RESOLUTION NO. 23-68

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH DANA KEPNER COMPANY OF WYOMING, INC., FOR THE 2023 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Dana Kepner Company of Wyoming, LLC, is ready, willing and able to provide these services; 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 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, a Procurement Agreement with Dana Kepner Company of Wyoming, LLC, in the amount of Twenty-Seven Thousand Three Hundred Twenty-Eight and 05/100 Dollars (\$27,328.05), to furnish waterworks materials.

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, and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur D. Tremel  
City Clerk

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Bruce Knell  
Mayor

April 18, 2023

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

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

SUBJECT: Authorizing an Agreement with Dana Kepner of Wyoming, LLC, and Ferguson Enterprises, dba Ferguson Waterworks, in the total amount of \$79,286.80, for the 2023 CPU Materials Procurement, Project No. 23-015.

**Meeting Type & Date:**

Regular Council Meeting  
April 18, 2023

**Action Type**

Resolution

**Recommendation:**

That Council, by two (2) separate resolutions, authorize agreements with Dana Kepner of Wyoming, LLC, in the amount of \$27,328.05 and Ferguson Enterprises, dba Ferguson Waterworks, in the amount of \$51,958.75 for the 2023 CPU Materials Procurement, Project No. 23-015, for a total amount of \$79,286.80.

**Summary:**

On Wednesday, April 5, 2023, two (2) bids were received for the 2023 CPU Materials Procurement. The bid results are as follows:

<b>Bid Schedule</b>	<b>Description</b>	<b>Ferguson Waterworks</b>	<b>Dana Kepner of Wyoming</b>
I	PVC Pipe	\$4,225.00	<b>\$4,187.40*</b>
II	Resilient-Seated Gate Valves	<b>\$6,450.00*</b>	\$7,539.94
III	Fire Hydrants	<b>\$12,225.00*</b>	\$12,959.70
IV	Service Saddles	<b>\$1,900.00*</b>	\$4,416.00
V	Copper, Poly Tubing, Curb & Corp Stops	<b>\$11,909.00*</b>	\$13,335.20
VI	Extension Curb Boxes	\$26,193.75	<b>\$23,140.65*</b>
VII	Valve Boxes & Lids	<b>\$4,773.50*</b>	\$6,220.70
VIII	PVC Pressure Fittings	<b>\$6,690.00*</b>	\$9,399.93
IX	Zinc Anodes & Ground Clamps	<b>\$4,550.00*</b>	\$7,801.40
X	DIP Pressure Fittings	<b>\$229.25*</b>	\$329.71

2023 CPU Materials Procurement  
Project No. 23-015

XI	Miscellaneous	\$3,232.00*	\$4,588.45
	<b>TOTAL BID AMOUNTS</b>	\$82,377.50	\$93,919.08
	<b>TOTAL RECOMMENDED AWARD AMOUNTS</b>	<b>\$51,958.75</b>	<b>\$27,328.05</b>

\*Recommended award amount

The engineer's estimate prepared by the City Engineering Office was \$96,382.00.

Each year, bids are solicited for waterworks materials to be used by the Public Utilities Division, for in-house water main replacement projects and water distribution system maintenance. The procurement documents allow each specified bid schedule to be awarded separately to the lowest bidder for that schedule.

**Financial Considerations:**

Funding for this project will be from Budgeted Current Revenue of the Water Fund.

**Oversight/Project Responsibility:**

Andrew Colling, Engineering Tech

**Attachments:**

Resolutions

Agreements

STANDARD  
PROCUREMENT AGREEMENT  
(Approved by City Attorney, 1995)

THIS PROCUREMENT AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Casper, hereinafter referred to as the "Owner," and Ferguson Enterprises, LLC, dba Ferguson Waterworks, 1328 West English Avenue, Casper, Wyoming 82601, hereinafter referred to as the "Contractor."

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. GOODS AND SERVICES.

Contractor shall furnish the Goods as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

**2023 CPU Materials Procurement**

The following special services are required: Provide specific items identified in Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2) as follows:

Bid Schedule – II Resilient Seated Gate Valves; Bid Schedule III – Fire Hydrants; Bid Schedule IV – Service Saddles; Bid Schedule V – Copper & Polyethylene Tubing, Curb and Corp Stops, & Appurtenances; Bid Schedule VII – Valve Boxes and Lids; Bid Schedule VIII – PVC Pressure Fittings; Bid Schedule IX – Zinc Anodes & Brass Ground Clamps; Bid Schedule X – DIP Pressure Fittings; Bid Schedule XI – Miscellaneous.

ARTICLE 2. ENGINEER.

The Goods have been specified by the City of Casper Engineering Office, 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 by Owner in connection with the furnishing of the Goods and Special Services in accordance with the Procurement Documents.

ARTICLE 3. POINT OF DELIVERY.

The place where the Goods are to be delivered is defined in the Procurement General Conditions as the point of delivery and designated as:

Casper Public Utilities Garage  
1600 Wyoming Boulevard  
Casper, WY 82604

#### ARTICLE 4. CONTRACT TIME.

- 4.1 All Shop Drawings and samples required by the Procurement Documents shall be submitted to Engineer for review and approval within fourteen (14) days after the date of the Owner's Notice of Award.
- 4.2 The Goods are to be delivered to the point of delivery and ready for Owner's acceptance of delivery on, or within a period of thirty (30) calendar days subsequent to the Procurement Contract date.
- 4.3 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Procurement Agreement and that Owner will suffer financial loss if Goods are not delivered at the point of delivery and ready for acceptance of delivery by Owner within the time specified in Paragraph 4.2 above, plus any extension thereof allowed in accordance with the Procurement General Conditions. Further, they recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual losses or damages (including special, indirect, consequential, incidental, and any other losses or damages) suffered by Owner if complete acceptable Goods are not delivered on time. Accordingly, and instead of requiring proof of such losses or damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Dollars (\$200.00) for each day that expires after the time specified in Paragraph 4.2 for delivery of acceptable Goods. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual losses or damages.

#### ARTICLE 5. CONTRACT PRICE.

Owner shall pay Contractor in current funds for furnishing the Goods and Special Services in accordance with the Procurement Documents, subject to additions and deductions by Change Order, the Contract Price of Fifty-One Thousand Nine Hundred Fifty-Eight and 75/100 Dollars (\$51,958.75). See Exhibit "A" - Bid Form and Bid Schedule.

#### ARTICLE 6. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 6 of the Procurement General Conditions. Applications for Payment will be processed through the Engineer as provided in the Procurement General Conditions.

- 6.1 Progress Payments. Owner will make progress payments on account of the Contract Price in accordance with Paragraph 6.3 of the Procurement General Conditions on the basis of Contractor's Applications for Payment as follows:
- 6.1.1 Upon receipt and approval of Shop Drawings and receipt of the first Application for Payment submitted in accordance with Paragraph 6.1 of the Procurement General Conditions and accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.1 of the Procurement General Conditions, an amount equal to five percent (5%) of the Contract Price.

6.1.2 Upon acceptance of delivery of the Goods, and upon receipt of the second such Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.2.2 of the Procurement General Conditions, an amount sufficient to increase total payments to Contractor to ninety percent (90%) of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 6.2.3 of the Procurement General Conditions.

6.2 Final Payment. Upon furnishing of the Special Services, and upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment in accordance with Paragraph 6.6 of the Procurement General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

#### ARTICLE 7. INTEREST.

No interest shall be paid by Owner to Contractor on retained funds.

#### ARTICLE 8. CONTRACTOR'S REPRESENTATIONS.

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

8.1 Contractor has familiarized himself with the nature and extent of the Procurement Documents, and has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by Engineer is acceptable to Contractor.

8.2 Contractor has familiarized himself with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services in connection therewith.

8.3 Contractor does not require additional information from Owner or Engineer to enable Contractor to furnish the Goods and Special Services at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Procurement Documents, but subject to Contractor's right to request interpretations and clarifications in accordance with Paragraph 9.2 of the Procurement General Conditions.

8.4 Contractor has correlated the results of all such examinations, investigations, and resolutions with the terms and conditions of the Procurement Documents.

#### ARTICLE 9. PROCUREMENT DOCUMENTS.

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

9.1 This Procurement Agreement (Pages PAG-1 to PAG-5, inclusive).

9.2 Exhibit "A" - Bid Form (BF-1 through BF-4) and Bid Schedule (BS-1 through BS-2)

- 9.3 Addenda.
- 9.4 Procurement General Conditions (Pages PGC-1 to PGC-22, inclusive).
- 9.5 Procurement Supplementary Conditions (Pages PSC-1 to PSC-3. inclusive).
- 9.6 Procurement Specifications bearing the title "2023 CPU Materials Procurement", the contents as listed in the Table of Contents thereof.
- 9.7 Notice of Award.
- 9.8 Documentation submitted by Contractor prior to Notice of Award.
- 9.9 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 9.10 All modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.
- 9.11 Minutes of Pre-Bid meetings, if any.

ARTICLE 10. MISCELLANEOUS.

- 10.1 Terms used in this Procurement Agreement, which are defined in Article 1 of the Procurement General Conditions, shall have the meanings designated in those conditions.
- 10.2 No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.
- 10.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Documents.
- 10.4 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 reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.



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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

Ferguson Enterprises LLC, dba Ferguson Waterworks

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

OWNER:  
CITY OF CASPER, WYOMING  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Fleur D. Tremel

Bruce Knell

Title: City Clerk

Title: Mayor



C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person or 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 or business entity to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over the City; and,

5. Bidder shall bid all schedules, alternates, if any, and will furnish the Goods and Special Services for the following price(s):

TOTAL BASE BID, IN NUMERALS: (from Bid Schedule Page 3 of 3) \$ 82,377.50

TOTAL BASE BID, IN WORDS: eighty two thousand three hundred seventy seven & fifty cents DOLLARS

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to furnish the Goods 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.

7. The following documents are attached to and made a condition of this Bid: Required Bid Security in the form of a Bid Bond.

8. Communications concerning this Bid shall be addressed to:

Address of Bidder: Ferguson Waterworks  
1328 W. English Ave.  
Casper, WY 82601

9. The terms used in this Bid are defined in and have the meanings assigned to them in the Procurement General Conditions, as modified by the Procurement Supplementary Conditions.

Submitted on April 5th, 2023.

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: FERGUSON ENTERPRISES LLC  
(Name)

VIRGINIA  
(State of Incorporation or Organization)

By: ADAM ROSEN  
GENERAL MANAGER  
(Title)

(Seal)

Attest:

Business Address: 1320 ENGLISH AVE.  
CASPER, WY 82601

Phone Number: 307-233-6395

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.)

Ferguson Enterprises, dba Ferguson Waterworks

1328 West English Avenue

Casper, Wyoming 82601

BID SCHEDULE I - PVC PIPE		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" PVC Pipe	LF	160	\$12.75	\$2,040.00
2	8" PVC Pipe	LF	100	\$21.85	\$2,185.00
<b>TOTAL BID SCHEDULE I:</b>					<b>\$4,225.00</b>

BID SCHEDULE II - RESILIENT SEATED GATE VALVES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" R.S. Gate Valve (MJ x FL w/Gaskets & Bolts)	EA	2	\$921.00	\$1,842.00
2	6" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$914.00	\$1,828.00
3	8" R.S. Gate Valve (Push On x Push On with Restraining Hubs)	EA	2	\$1,390.00	\$2,780.00
<b>TOTAL BID SCHEDULE II:</b>					<b>\$6,450.00</b>

BID SCHEDULE III - FIRE HYDRANTS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Fire Hydrant with Integral Storz Nozzle - 6' Bury	EA	3	\$4,075.00	\$12,225.00
<b>TOTAL BID SCHEDULE III:</b>					<b>\$12,225.00</b>

BID SCHEDULE IV - SERVICE SADDLES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" X 1"	EA	20	\$95.00	\$1,900.00
<b>TOTAL BID SCHEDULE IV:</b>					<b>\$1,900.00</b>

BID SCHEDULE V - COPPER & POLYETHYLENE TUBING, CURB AND CORP STOPS, & APPURTENANCES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	3/4" Copper Pipe (60' Rolls)	EA	5	\$396.00	\$1,980.00
2	1" Copper Pipe (60' Rolls)	EA	2	\$519.00	\$1,038.00
3	1" Poly Pipe (100' Rolls)	EA	5	\$74.00	\$370.00
4	3/4" x 1" Curb Stop (Cts x Cts)	EA	30	\$94.30	\$2,829.00
5	3/4" Corp Stop (CC x Cts)	EA	30	\$39.00	\$1,170.00
6	1" Corp Stop (CC x Cts)	EA	30	\$59.00	\$1,770.00
7	2" Corp Stop (CC x Cts)	EA	2	\$282.00	\$564.00
8	3/4" Couplings (Cts x Cts)	EA	30	\$21.85	\$655.50
9	3/4" X 1" Couplings (Cts x Cts)	EA	50	\$25.40	\$1,270.00
10	1" Stainless Steel Insert Liner or Stiffeners	EA	150	\$1.75	\$262.50
<b>TOTAL BID SCHEDULE V:</b>					<b>\$11,909.00</b>

BID SCHEDULE VI - EXTENSION CURB BOXES		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	1" x 5'-6" Extension Curb Box with 36" Stainless Steel Rods	EA	150	\$96.25	\$14,437.50
2	1" x 5'-6" Extension Curb Box <b>without</b> Stainless Steel Rods	EA	150	\$64.00	\$9,600.00
3	2" x 5'-6" Extension Curb Box with Lid	EA	15	\$83.75	\$1,256.25
4	Curb Box Sleeve for 1" x 5'-6" Curb Box	EA	75	\$12.00	\$900.00
<b>TOTAL BID SCHEDULE VI:</b>					<b>\$26,193.75</b>

BID SCHEDULE VII - VALVE BOXES & LIDS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Complete Valve Boxes (36" Bottom/26" Top w Lids)	EA	10	\$245.40	\$2,454.00
2	Slip in Tops	EA	15	\$24.00	\$360.00
3	14" Screw in Tops	EA	10	\$50.55	\$505.50
4	16" Top	EA	10	\$53.40	\$534.00
5	Type A Rubber Valve Adaptor (4" - 8")	EA	20	\$46.00	\$920.00
<b>TOTAL BID SCHEDULE VII:</b>					<b>\$4,773.50</b>

BID SCHEDULE VIII - PVC PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	8" PVC Repair Sleeves	EA	1	\$200.00	\$200.00
2	8" x 22.5° Bend	EA	1	\$290.00	\$290.00
3	2" Plastic ARV	EA	20	\$310.00	\$6,200.00
<b>TOTAL BID SCHEDULE VIII:</b>					<b>\$6,690.00</b>

BID SCHEDULE IX - ZINC ANODES & BRASS GROUND CLAMPS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	5# Zinc Anode	EA	20	\$30.00	\$600.00
2	18# Zinc Anode	EA	25	\$101.00	\$2,525.00
3	1/2" - 1" Brass Ground Clamps w/ Stainless Steel Screws	EA	150	\$9.50	\$1,425.00
<b>TOTAL BID SCHEDULE IX:</b>					<b>\$4,550.00</b>

BID SCHEDULE X - DIP PRESSURE FITTINGS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" MJ Plug w/Bolt Pack	EA	1	\$97.80	\$97.80
2	8" MJ Plug w/Bolt Pack	EA	1	\$131.45	\$131.45
<b>TOTAL BID SCHEDULE X:</b>					<b>\$229.25</b>

BID SCHEDULE XI - MISCELLANEOUS		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	6" X 20" SS Tapping Saddle	EA	2	\$1,500.00	\$3,000.00
2	3/4" CC Direct Tap Bit	EA	1	\$232.00	\$232.00
<b>TOTAL BID SCHEDULE XI:</b>					<b>\$3,232.00</b>
<b>TOTAL BASE BID:</b>					<b>\$82,377.50</b>

RESOLUTION NO. 23-69

A RESOLUTION AUTHORIZING A PROCUREMENT AGREEMENT WITH FERGUSON ENTERPRISES, LLC, DBA FERGUSON WATERWORKS, FOR THE 2023 CASPER PUBLIC UTILITIES MATERIALS PROCUREMENT.

WHEREAS, the City of Casper desires to procure waterworks materials; and,

WHEREAS, Ferguson Enterprises, LLC, dba Ferguson Waterworks, Casper, Wyoming, is ready, willing and able to provide these services; 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 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, a Procurement Agreement with Ferguson Enterprises, dba Ferguson Waterworks, Casper, Wyoming, in the amount of Fifty-One Thousand Nine Hundred Fifty-Eight and 75/100 Dollars (\$51,958.75), to furnish waterworks materials.

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 and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Bruce Knell  
Mayor



April 10, 2023

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*  
Alex Sveda, P.E., City Engineer  
Bruce Martin, Public Utilities Manager  
Scott R. Baxter, P.E., Associate Engineer *SRB*

SUBJECT: Authorizing Change Order No. 5 with Insituform Technologies, LLC, for the North Platte Sanitary Sewer Rehabilitation, Project No. 20-015.

Meeting Type & Date  
Regular Council Meeting  
April 18, 2023

Action type  
Resolution.

Recommendation  
That Council, by Resolution, authorize Change Order No. 5 for a time extension of forty-two (42) calendar days for the North Platte Sanitary Sewer Rehabilitation, Project No. 20-015.

Summary  
The City of Casper entered into a contract with Insituform Technologies, LLC (ITL), in May 2022 for the North Platte Sanitary Sewer Rehabilitation Project. The project includes approximately 7,600 feet of pipe rehabilitation using a cured-in-place pipe (CIPP) liner, fourteen (14) new manholes, rehabilitation of two large interceptor structures, and other miscellaneous items. The overall cost of the construction contract is currently \$6,608,893.70. The construction work began in July 2022 and was scheduled to be substantially complete by April 7, 2023.

The purpose of Change Order No. 5 is to grant a time extension due to winter conditions that did not allow asphalt patching to be installed. The original contract deadlines (April 7, 2023 for Substantial Completion and May 7, 2023 for Final Completion) were set arbitrarily by Jacobs Engineering, the City's Consultant, assuming that all components of the project could be installed under any weather conditions. But asphalt patching can only be installed on dry surfaces with temperatures at or above 35°F. The natural sequence of construction placed asphalt patching in the latter part of ITL's schedule and in conflict with winter weather.

There is no requested change in price for Change Order No. 5. The project is now nearing completion, based solely on weather considerations for asphalt patching.

The City's Consultant, Jacobs Engineering, has reviewed the change order materials submitted by ITL and recommends approval of Change Order No. 5.

Financial Considerations

Funding for the project is from Clean Water State Revolving Funds (CWSRF) in the form of a loan with 25% principal forgiveness according to the agreement executed March 5, 2020 with the State Loan and Investment Board (SLIB). Change Order No. 5 will not affect the available contingency funds of \$120,941.30.

The CWSRF funding manager has reviewed Change Order No. 5 and has no concerns or objections.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments

Email Correspondence from CWSRF Staff

Change Order No. 5 Form

Consultant's Recommendation Letter

Change Order Proposal (Insituform Technologies, LLC)



**Insituform**  
Technologies, LLC

Worldwide Pipeline  
Rehabilitation

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

9654 Titan Court  
Littleton, CO 80125

Tel: (303) 791-7199  
Fax: (303) 791-7399

[www.insituform.com](http://www.insituform.com)

## Memorandum for Record

04.07.2023

City of Casper  
c/o Jacobs Engineering  
ATTN: Scott Baxter or David Huang  
200 N David Street  
Casper, WY 82601

Project: North Platte Sanitary Sewer Rehabilitation Project 20-015

Subject: PCO 18, request for non-monetary time extension change order

Request for equitable time adjustment: ITL respectfully requests an extended substantial completion date of FRI 19 MAY 2023. We clarify working days since the permanent patching requirements require both dry/warm weather conditions to meet City of Casper specifications. ITL reserves the right to request an additional non-monetary change order for added contract time if the weather does not allow surface restoration in accordance with Casper's quality control standards.

POC: The point of contact for this memorandum is the undersigned at 303-512-3523 or [ehuss@aegion.com](mailto:ehuss@aegion.com) with any questions or concerns.

Respectfully,

Eric Huss  
Project Director, West Region  
Insituform Technologies, LLC

Exhibit(s): N/A

**City of Casper  
Change Order**

CHANGE ORDER NO: 5

DATE OF ISSUANCE: 04/07/23

PROJECT: City of Casper - North Platte Sanitary Sewer Rehabilitation  
 OWNER: City of Casper  
 CONTRACTOR: Insituform Technologies, LLC  
 ENGINEER: Jacobs

You are directed to make the following changes in the Contract Documents:

Change Order No.: 5

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 6,635,835.00	Original Contract Time (days or date): 05/27/22 Substantial completion: 04/07/23 Final completion: 05/07/23
Previous Change Orders 1 to 4	Net change from previous Change Orders (days): 0
Contract Price prior to this Change Order: \$ 6,608,893.70	Contract Time Prior to this Change Order: (dates) Substantial completion: 04/07/23 Final completion: 05/07/23
Net Increase/Decrease of this Change Order: \$ -	Net Increase/Decrease of this Change Order (days): 42
Contract Price with all approved Change Orders: \$ 6,608,893.70	Contract Time with all approved Change Orders (dates): Substantial completion: 05/19/23 Final completion: 06/18/23

Accepted by <u>Eric Huss</u> Eric Huss Contractor	Recommended by <u>David S. Huang</u> David S. Huang, PE (TX, CO) Engineer	Approved by _____ Bruce Knell Owner
--	--	--

April 7, 2023

Scott Baxter  
City of Casper  
200 N. David St.  
Casper, WY 82601

## **RE: North Platte Sanitary Sewer Rehabilitation – Change Order No. 5 Recommendation**

Mr. Baxter,

Jacobs received and reviewed Potential Change Order No. 18 for the construction of the North Platte Sanitary Sewer Rehabilitation project (Project). The following is a summary of the Potential Change Order (PCO) and our recommendations.

### 1. PCO #18

- Subject: Contractual *Substantial Completion* and *Final Completion* days are 04/07/23 and 05/07/23, respectively. Permanent patching requirements require both dry/warm weather conditions per City of Casper Contract Specifications. Current and forecasted ground conditions include snow and/or surface water runoff from melted snow.
- Justification: Wet weather conditions prevent surface restoration in accordance with Casper's quality control standards.
- Initiated by: ITL

Recommendation: Jacobs concurs with the proposal and recommends approving PCO #18 for a cost increase of \$0.00 and a Contract extension of 42 days. PCO #18 changes the Substantial and Final completion dates in the Standard Form of Agreement (SFA) Section 3.1. Owner's Liquidated Damages per SFA Section 3.2 should not be assessed during this 42-day Contract extension. The recommended contractual *Substantial Completion* and *Final Completions* dates per this Change Order are as follows:

- *Substantial Completion*: May 19, 2023
- *Final Completion*: June 18, 2023

### 2. Summary of Change Order No. 5

- The net amount for PCO #18 is \$0.00. Jacobs recommends for Casper to proceed with Change Order No. 5 per the justifications above. Table 1 below shows a contract budget summary.

Table 1 - Contract Budget Summary							
Item No.	Description	Date	Status	Net Amount	Revised Contract Amount	Change to Awarded Contract	Net Time Increase/Decrease
1	Contract	05/27/22	Awarded	\$ 6,635,835.00	n/a	n/a	0
2	CO#01	09/12/22	Approved	\$ (67,215.27)	\$ 6,568,619.73	\$ (67,215.27)	0
3	CO#02	11/09/22	Approved	\$ (57,662.58)	\$ 6,510,957.15	\$ (124,877.85)	0
4	CO#03	12/14/22	Approved	\$ 18,990.40	\$ 6,529,947.55	\$ (105,887.45)	0
5	CO#04	03/23/23	Approved	\$ 78,946.15	\$ 6,608,893.70	\$ (26,941.30)	0
6	CO#05	03/24/23	Pending	\$ -	\$ 6,608,893.70	\$ (26,941.30)	42

Sincerely,

*David S. Huang*

David S. Huang, PE (TX, CO)

**Attachments:** PCO No. 18

**Copies:** Stanley Miller, State of Wyoming; Bradley Ellis, State of Wyoming; FILE

RESOLUTION NO. 23-70\_\_

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO THE AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR A TIME EXTENSION FOR THE NORTH PLATTE SANITARY SEWER REHABILITATION, PROJECT NO. 20-015.

WHEREAS, the City of Casper desires to change the completion deadlines for the North Platte Sanitary Sewer Rehabilitation, Project No. 20-015; and,

WHEREAS, Insituform Technologies, LLC, is able and willing to provide those services specified as Change Order No. 5 to the Agreement for a time extension of forty-two (42) calendar days for the North Platte Sanitary Sewer Rehabilitation, Project No. 20-015, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 5 to the Agreement with Insituform Technologies, LLC, for a time extension of forty-two (42) calendar days for the North Platte Sanitary Sewer Rehabilitation, Project No. 20-015, for those services.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:  
(North Platte Sanitary Sewer Rehabilitation, Project No. 20-015)



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 3, 2023

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

FROM: Liz Becher, Community Development Director *LB*  
Scott Dresher, Casper Area Transit Manager  
Pam Jones, Grant Specialist

SUBJECT: A Resolution Rescinding Resolution No. 22-119 – A Resolution Authorizing a Professional Services Contract for Transit Services for the City of Mills, a Wyoming Municipality, for Fiscal Year 2023

**Meeting Type & Date:**

Regular Council Meeting, April 18, 2023

**Action Type:**

Resolution

**Recommendation:**

That Council, by resolution, rescind Resolution No. 22-119.

**Summary:**

On July 5, 2022, the governing body of the City of Casper, Wyoming, approved Resolution No. 22-119, authorizing a Contract for Transit Services with the City of Mills. The City of Mills had concerns about the language in the Contract defining the City of Mills as a “Contractor.” A meeting was held with the attorneys for the other entities in Natrona County, and the Contract language was revised. After each entity approved the language, the Contract(s) were re-issued for the respective municipality to approve.

**Financial Considerations:**

In consideration of the performance of services rendered under this Contract, Casper Area Transit shall be compensated for services performed, not to exceed a sum of Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92) for FY23, with the rest of the funding to come from Federal and State grants to the City of Casper, and local funding from the optional one cent sales tax revenues.

**Oversight/Project Responsibility:**

Liz Becher, Scott Dresher, and Pam Jones – Casper Area Transit

**Attachments:**

Resolution



RESOLUTION NO. 23-71

A RESOLUTION RESCINDING RESOLUTION No. 22-119 – A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR TRANSIT SERVICES FOR THE CITY OF MILLS, A WYOMING MUNICIPALITY, FOR FISCAL YEAR 2023.

WHEREAS, on July 5, 2022, the governing body of the City of Casper, Wyoming, approved and adopted Resolution No. 22-119, authorizing a Contract for Transit Services with the City of Mills; and,

WHEREAS, the City of Casper desires to rescind Resolution No. 22-119 and enter into a new Contract for Transportation Services which rescinds and replaces the Contract for Transportation Services dated July 5, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest this Resolution rescinding Resolution 22-119.

PASSED, APPROVED, AND ADOPTED on this \_\_\_\_ day of April, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 3, 2023

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

FROM: Liz Becher, Community Development Director *lb*  
Scott Dresher, Casper Area Transit Manager  
Pam Jones, Grant Specialist

SUBJECT: Authorizing a Contract for Transportation Services between the City of Casper and the City of Mills for FY23 Transit Services

**Meeting Type & Date:** Regular Council Meeting, April 18, 2023

**Action Type:** Resolution

**Recommendation:**

That Council, by resolution, authorize a Contract for Transportation Services between the City of Casper and the City of Mills for FY23 Transit Services in the amount of \$35,214.92.

**Summary:**

Casper Area Transit originally drafted a Contract for Transportation Services with the City of Mills for LINK and ASSIST bus services for the period, July 1, 2022 through June 30, 2023. The Contract was approved, but the City of Mills had concerns about the language in the Contract defining the City of Mills as a “Contractor.” A meeting was held with the attorneys for the other entities in Natrona County, and the Contract language was revised. After each entity approved the language, the Contract(s) were re-issued for the respective municipality, and the Contract for the City of Mills is attached hereto.

The City of Casper has enjoyed the ongoing relationship it has shared with the City of Mills for transit operations since assuming oversight in May 2021. The goal of Casper Area Transit is to keep the Casper area moving forward.

**Financial Considerations:**

In consideration of the performance of services rendered under this Contract, Casper Area Transit shall be compensated for services performed, not to exceed a sum of Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92) for FY23, with the rest of the funding to come from Federal and State grants to the City of Casper, and local funding from the optional one cent sales tax revenues.

**Oversight/Project Responsibility:**

Liz Becher, Scott Dresher, and Pam Jones – Casper Area Transit

**Attachments:**

Resolution

Contract for Transportation Services

## **CONTRACT FOR TRANSPORTATION SERVICES**

This Contract for Transportation Services (“**Contract**”) is entered into on this \_\_\_\_ day of April, 2023, by and between the City of Casper (“**Casper**”), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the City of Mills (“**Mills**”), Wyoming, a Wyoming municipal corporation, 704 Fourth Street, Mills, Wyoming 82644.

Throughout this document, Casper and Mills may be collectively referred to as the “parties.”

### **RECITALS**

**WHEREAS**, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and

**WHEREAS**, the project requires Transportation services for the demand response and fixed route transportation for Mills and members of its general public; and

**WHEREAS**, Casper represents that it is ready, willing, and able to provide the Transportation services to Mills as required by this Contract; and

**WHEREAS**, Mills desires to contract with Casper for the provision of such services.

**WHEREAS**, a Contract was entered into between the parties on July 5, 2022, for the same services set forth herein, and said Contract is hereby rescinded and replaced with this Contract.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

### **PART I. GENERAL TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES:**

Casper, through Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is City Manager's authorized representative and shall so serve as liaison to Mills.

Casper shall perform the following services in connection with and respecting the project:

- A. Casper shall operate a demand response transportation system for the urbanized area of Mills. Casper shall place an emphasis on services for the elderly and disabled.

- B. Casper shall operate a fixed route transportation system for the general public within the boundaries of Mills
- C. Casper shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- D. Casper shall provide a fixed route transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday. Casper may discontinue fixed route transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- E. Casper shall promote the services offered through appropriate informational programs.
- F. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
- G. Fares:
- i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Mills of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.
  - ii. General fixed route fare is One Dollar (\$1.00) per trip, Student fare is Seventy-Five cents (\$0.75) per trip, reduced fare is Fifty cents (\$0.50) and children five (5) years and under are free. While the general fixed route fares are set by Casper, the criteria for reduced fare are determined by the Americans with Disabilities Act.
  - iii. A route deviation is \$1.00 for the elderly, disabled, or Medicare recipients.

A route deviation is \$2 for the general public.

H. Group Trips

i. Mills shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.

ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2022, and completed on or before the 30th day of June 2023.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92 ) for FY 2023. See Exhibit A, attached hereto and made part of this Contract.
- B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.
- C. This Contract is specifically made subject to the Council-approved FY 2023 budget, related, but not limited to, Casper's General Fund and Casper's 1% #16 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or fixed-route system modifications.
- D. Mills will be invoiced by Casper on a monthly basis based on the days and hours of service and the cost per service hour. Mills will pay Casper the invoiced monthly amount for transit operations up to an amount not to exceed Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92) no later than July 31, 2023. Casper shall provide a monthly invoice broken out by days and hours of service and cost per service hour.

4. METHOD OF PAYMENT:

Mills' payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between Casper and the Mills, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and the Mills' authorized representatives.

Casper and Mills each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

- A. Casper may terminate this Contract anytime by providing thirty (30) days written notice to Mills of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, Mills shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Mills, or any breach of the Contract by Mills, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Mills are determined.

7. CHANGES:

Casper 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 compensation, which is mutually agreed upon between Casper and Mills, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Mills, which are pertinent to this Contract. Mills shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Mills which are pertinent to this Contract. Mills shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties 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. Casper 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. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Mills may, at no additional expense to Casper, make and retain such additional copies thereof as Mills 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 Mills be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Mills under this Contract are confidential and shall not be made available to any individual or organization by Mills without the prior written consent of Casper, except as otherwise required at law.

13. 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 Parties 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.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Mills. Casper and Mills do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. NO THIRD PARTY BENEFICIARY RIGHTS:

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

16. FORCE MAJEURE:

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



17. ELECTRONIC SIGNATURES:

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

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2022.

19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

**PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party Contractors and their subcontracts and sub agreements at every tier. Accordingly, the parties agree to meet the following federal requirements in order to enter into any contracts and agreements during the Contract term. In addition, the parties 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 Casper of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS:

a. Record Retention. Casper 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. Casper agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Casper 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. Casper 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. Casper agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

## 2. CIVIL RIGHTS LAWS AND REGULATIONS:

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

### 3. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

DBE participation has not been established for this procurement. Casper shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Casper shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Casper 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 Casper deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying Casper from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

### 4. ENERGY CONSERVATION:

Casper agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### 5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Casper 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:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;

- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Casper and Mills 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 Casper, Mills or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. Casper 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.

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

Casper 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, Casper 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, Casper 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 Casper to the extent the Federal Government deems appropriate.

Casper 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 Casper, to the extent the Federal Government deems appropriate.

Casper 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 subcontractors who will be subject to the provisions.

8. 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, Casper has adopted seat belt use and distracted driving policies and programs.

**Seat Belt Use:** Casper 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 Casper or Mills.

**Distracted Driving:** Casper 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 Contract.

*City of Casper, Wyoming*

*Signature Page*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING

\_\_\_\_\_  
Fleur Tremel

\_\_\_\_\_  
Bruce Knell, Mayor

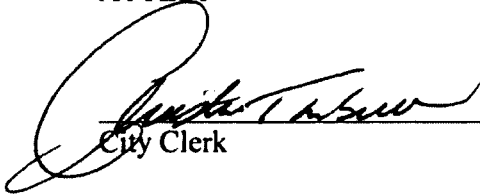
**City of Mills, Wyoming**  
**Signature Page**

Dated this 28<sup>th</sup> day of March, 2023.

APPROVED AS TO FORM

\_\_\_\_\_

ATTEST

  
\_\_\_\_\_  
City Clerk

CITY OF MILLS, WYOMING

  
\_\_\_\_\_  
Leah Juárez, Mayor

# EXHIBIT A

## Transit Billing FY23 Forecast City of Mills

6/1/2022

Month	#days	Hours	Cost per service hour (fuel, maint., personnel)	Total	Black Cat grant 56% of total	Balance owed Casper
		<b>8.3</b>				
July - 2022	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
August - 2022	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
September - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
October - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
November - 2022	21	174.3	37.52	\$ 6,539.74	\$ 3,662.25	\$ 2,877.48
December - 2022	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
January - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
February - 2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
March - 2023	23	190.9	37.52	\$ 7,162.57	\$ 4,011.04	\$ 3,151.53
April - 2023	20	166	37.52	\$ 6,228.32	\$ 3,487.86	\$ 2,740.46
May - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
June - 2023	22	182.6	37.52	\$ 6,851.15	\$ 3,836.65	\$ 3,014.51
				\$ 80,033.91	\$ 44,818.99	\$ 35,214.92



RESOLUTION NO. 23-72 \_\_

A RESOLUTION AUTHORIZING A  
TRANSPORTATION SERVICES CONTRACT FOR THE  
CITY OF MILLS, A WYOMING MUNICIPALITY, FOR  
FISCAL YEAR 2023.

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and

WHEREAS, the project requires transportation services for the demand response and fixed route transportation for Mills and members of its general public; and

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Mills as required by this Contract; and

WHEREAS, Mills desires to contract with Casper for the provision of such services.

WHEREAS, a Contract was entered into between the parties on July 5, 2022, for the same services set forth herein, and said Contract is hereby rescinded and replaced with this Contract.


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 Transportation Services between the City of Casper and the City of Mills, a Wyoming municipality, for Fiscal Year 2023, in an amount not to exceed Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92).

BE IT FURTHER RESOLVED: That the Contract amount for the City of Mills financial obligation should not exceed Thirty-Five Thousand Two Hundred Fourteen Dollars and Ninety-Two Cents (\$35,214.92) with the rest of the funding to come from Federal and State grants to the City and local funding.

BE IT FURTHER RESOLVED: That the Contract amount for the City of Mills' financial obligation shall be for only those funds necessary to operate the transit system in the City of Mills.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



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ATTEST:

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Fleur Tremel  
City Clerk


CITY OF CASPER, WYOMING  
A Municipal Corporation

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Bruce Knell  
Mayor

April 3, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director   
Scott Dresher, Casper Area Transit Manager  
Pam Jones, Grant Specialist

SUBJECT: Authorizing a Contract for Transportation Services between the City of Casper and the Town of Bar Nunn for FY23 Transit Services

**Meeting Type & Date:** Regular Council Meeting, April 18, 2023

**Action Type:** Resolution

**Recommendation:**

That Council, by resolution, authorize a Contract for Transportation Services between the City of Casper and the Town of Bar Nunn for FY23 Transit Services in the amount of \$1,200.00.

**Summary:**

Casper Area Transit originally drafted a Contract for Transportation Services with the Town of Bar Nunn for ASSIST bus services for the period, July 1, 2022 through June 30, 2023. The City of Mills had concerns about the language in the Contract defining the municipality as a “Contractor.” A meeting was held with the attorneys for the other entities in Natrona County, and the Contract language was revised. After each entity approved the language, the Contract(s) were re-issued for the respective municipality, and the Contract for the Town of Bar Nunn is attached hereto.

The City of Casper has enjoyed the ongoing relationship it has shared with the Town of Bar Nunn for transit operations since assuming oversight in May 2021. The goal of Casper Area Transit is to keep the Casper area moving forward.

**Financial Considerations:**

In consideration of the performance of services rendered under this Contract, Casper Area Transit shall be compensated for services performed, not to exceed a sum of One Thousand Two Hundred Dollars (\$1,200.00) for FY23, with the rest of the funding to come from Federal and State grants to the City of Casper, and local funding from the optional one cent sales tax revenues.

**Oversight/Project Responsibility:**

Liz Becher, Scott Dresher, and Pam Jones – Casper Area Transit

**Attachments:**

Resolution  
Contract for Transportation Services

## **CONTRACT FOR TRANSPORTATION SERVICES**

This Contract for Transportation Services (“**Contract**”) is entered into on this \_\_\_\_ day of April, 2023, by and between the City of Casper (“**Casper**”), Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 and the Town of Bar Nunn (“**Bar Nunn**”), Wyoming, a Wyoming municipal corporation, 4820 N. Wardwell Industrial Ave., Bar Nunn, Wyoming 82601

Throughout this document, Casper and Bar Nunn may be collectively referred to as the “parties.”

### **RECITALS**

**WHEREAS**, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and

**WHEREAS**, the project requires Transportation services for the demand response transportation services for Bar Nunn and members of its general public; and

**WHEREAS**, Casper represents that it is ready, willing, and able to provide the Transportation services to Bar Nunn as required by this Contract; and

**WHEREAS**, Bar Nunn desires to contract with Casper for the provision of such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

### **PART I. GENERAL TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES:**

Casper, through its Casper Community Development Department, shall be responsible for administering this Contract and providing grant administration services. The Community Development Director is City Manager's authorized representative and shall so serve as liaison to Bar Nunn.

Casper shall perform the following services in connection with and respecting the project:

- A. Casper shall operate a demand response transportation system for the urbanized area of Bar Nunn. Casper shall place an emphasis on services for the elderly and disabled.

- B. Casper shall provide a demand response transportation service, at a minimum, from 6:30 a.m. to 6:30 p.m. on Monday through Friday, and on Saturday from 7:30 a.m. to 3:30 p.m.; provided, however, that Casper may discontinue transportation on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day; or, other holidays as deemed appropriate by Casper.
- C. Casper shall promote the services offered through appropriate informational programs.
- D. Casper shall provide such other related services, which from time to time, may be mutually agreed upon in writing by the parties hereto.
- E. Fares:
  - i. Fares and methods of fare payment charged to passengers and attendants shall be set by Casper; provided, however, that pursuant to Section 5(m) of the Urban Mass Transportation Act of 1964, fares charged elderly and disabled persons shall not exceed one half of the fares charged to the general public. The cash fares paid by passengers and/or service contracts shall be the property of Casper and considered program income. Casper has the option to alter fares during the course of the Contract. Casper will notify Bar Nunn of its plans to implement its fare changes sixty (60) days in advance of the proposed fare change. For the purpose of this Contract, the demand response fare shall be Two Dollars (\$2.00) for the elderly and disabled and Five Dollars (\$5.00) for the general public per trip. Children twelve (12) years of age and younger shall ride for One Dollar (\$1.00) as long as they are accompanied by a parent or guardian. The fare shall continue until such time as amended by Casper.
- F. Group Trips
  - i. Bar Nunn shall notify the Community Development Director in writing of all special group trip requests at least ten (10) days in advance. Use of transit vehicles by Casper staff is permitted under certain conditions. Casper may use transit vehicles for non-transit related purposes for up to eighty (80) hours per year under 49 CFR Part 604.
  - ii. Casper agrees to provide said service at the average hourly operating rate plus ten percent (10%) for additional costs and overhead.

2. TIME OF PERFORMANCE:

The services of Casper shall be undertaken on July 1, 2022, and completed on or before the 30th day of June 2023.

3. COMPENSATION:

- A. In consideration of the performance of services rendered under this Contract, Casper shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of One Thousand Two Hundred Dollars (\$1,200.00).
- B. This Contract is specifically made subject to Casper receiving funding from the United States Department of Transportation, Federal Transit Administration (FTA). In the event that Casper fails to receive any of the aforementioned funds or has insufficient local match required for the grants, this Contract shall be subject to modification or termination as provided by the Terms and Conditions herein.
- C. This Contract is specifically made subject to the Council-approved FY 2023 budget, related, but not limited to, Casper's General Fund and Casper's 1% #16 Fund. If budget amendments occur that reduce this Contract's Compensation for services, found in Section 3, then this Contract's Scope of Services, found in Section 1, may also be amended by ways of, but not limited to, service reductions, reduced hours, or route modifications.
- D. Bar Nunn will be invoiced annually by Casper, for services provided herein, no later than July 31, 2023. The invoice shall be for the amount of One Thousand Two Hundred Dollars (\$1,200.00).

4. METHOD OF PAYMENT:

Bar Nunn's payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from Casper for services rendered in conformance with the Contract.

5. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between Casper and Bar Nunn, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both Casper's and Bar Nunn's authorized representatives.

Casper and Bar Nunn each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

6. TERMINATION OF CONTRACT:

- A. Casper may terminate this Contract anytime by providing thirty (30) days written notice to Bar Nunn of intent to terminate said Contract. In such event, all finished or

unfinished documents, data, studies and reports prepared by Casper under this Contract shall, at the option of Casper, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

- B. Notwithstanding the above, Bar Nunn shall not be relieved of liability to Casper for damages sustained by Casper, by virtue of termination of the Contract by Bar Nunn, or any breach of the Contract by Bar Nunn, and Casper may withhold any services for the purpose of setoff until such time as the exact amount of damages due Casper from Bar Nunn are determined.

7. CHANGES:

Casper 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 compensation, which is mutually agreed upon between Casper and Bar Nunn, shall be incorporated in written amendments to this Contract. There shall be no increase in the amount of compensation unless approved by Resolution adopted by Casper.

8. ASSIGNABILITY:

This Contract may not be assigned without the prior written approval of both parties hereto.

9. AUDIT:

Casper and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of Bar Nunn, which are pertinent to this Contract. Bar Nunn shall immediately, upon receiving written instruction from Casper, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of Bar Nunn which are pertinent to this Contract. Bar Nunn shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by Casper.

10. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, no party hereto shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The parties 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. Casper 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. Casper shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

11. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared under this Contract shall be considered the property of Casper, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to Casper provided that, in any case, Bar Nunn may, at no additional expense to Casper, make and retain such additional copies thereof as Bar Nunn 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 Bar Nunn be released to any person, agency, corporation, or organization without the written consent of Casper, except as may be required at law.

12. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by Bar Nunn under this Contract are confidential and shall not be made available to any individual or organization by Bar Nunn without the prior written consent of Casper, except as otherwise required at law.

13. 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 Parties 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.

14. INSURANCE AND INDEMNIFICATION:

Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

Nothing in this Contract is intended to waive Casper's governmental immunity, or that of Bar Nunn. Casper and Bar Nunn do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and Casper specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.



15. NO THIRD PARTY BENEFICIARY RIGHTS:

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

16. FORCE MAJEURE:

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

17. ELECTRONIC SIGNATURES:

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

18. EFFECTIVE DATE:

The effective date of this Contract shall be July 1, 2022.

## 19. INCORPORATION OF RECITALS.

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

## **PART II. FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party Contractors and their subcontracts and sub agreements at every tier. Accordingly, the parties agree to meet the following federal requirements in order to enter into any contracts and agreements during the Contract term. In addition, the parties 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 Casper of Casper and the FTA.

### 1. ACCESS TO RECORDS AND REPORTS:

a. Record Retention. Casper 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. Casper agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. Casper 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. Casper 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. Casper agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

### 2. CIVIL RIGHTS LAWS AND REGULATIONS:

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

### 3. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

DBE participation has not been established for this procurement. Casper shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Casper shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by Casper 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 Casper deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying Casper from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### 4. ENERGY CONSERVATION:

Casper agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Casper 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:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

#### 6. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Casper and Bar Nunn 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 Casper, Bar Nunn or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. Casper 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.

#### 7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

Casper 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, Casper 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, Casper 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 Casper to the extent the Federal Government deems appropriate.

Casper 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 Casper, to the extent the Federal Government deems appropriate.

Casper 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 subcontractors who will be subject to the provisions.

#### 8. 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, Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: Casper 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 Casper or Bar Nunn.

Distracted Driving: Casper 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 Contract.

*\*The remainder of this page is intentionally left blank.\**

***City of Casper, Wyoming***  
***Signature Page***

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:



ATTEST

CITY OF CASPER, WYOMING

\_\_\_\_\_  
Fleur Tremel

\_\_\_\_\_  
Bruce Knell, Mayor

***Town of Bar Nunn, Wyoming***

***Signature Page***

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM

\_\_\_\_\_

ATTEST

TOWN OF BAR NUNN, WYOMING

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Peter Boyer, Mayor

RESOLUTION NO. 23-73

A RESOLUTION AUTHORIZING A  
TRANSPORTATION SERVICES CONTRACT FOR  
TRANSIT SERVICES FOR THE TOWN OF BAR NUNN,  
A WYOMING MUNICIPALITY, FOR FISCAL YEAR  
2023.

WHEREAS, Casper is undertaking a project to support transit services within the boundaries of Natrona County, Wyoming which are near to it, and which are accordingly also outside of city limits of the City of Casper; and,

WHEREAS, the project requires transportation services for the demand response transportation services for Bar Nunn and members of its general public; and,

WHEREAS, Casper represents that it is ready, willing, and able to provide the Transportation services to Bar Nunn as required by this Contract; and

WHEREAS, Bar Nunn desires to contract with Casper for the provision of such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Transportation Services between the City of Casper and the Town of Bar Nunn, a Wyoming municipality, for Fiscal Year 2023, in an amount not to exceed One Thousand Two Hundred Dollars (\$1,200).

BE IT FURTHER RESOLVED: That the Contract amount for the Town of Bar Nunn's financial obligation should not exceed One Thousand Two Hundred Dollars (\$1,200) with the rest of the funding to come from Federal and State grants to the City and local funding.

BE IT FURTHER RESOLVED: That the Contract amount for the Town of Bar Nunn's financial obligation shall be for only those funds necessary to operate the transit system in the Town of Bar Nunn.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2023.



APPROVED AS TO FORM:

Walter Tamm


ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

April 12, 2023

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

**FROM:** Eric Nelson, City Attorney 

**SUBJECT:** OneWyo II Opioid Settlement Memorandum of Agreement

**Meeting Type & Date**  
Regular Council Meeting  
April 18, 2023

**Action type**  
Resolution

**Recommendation**  
That City Council adopt a Resolution Ratifying the Mayor's Signature and Approving the OneWyo II Opioid Settlement Memorandum of Agreement.

**Summary**  
The claims of Casper, Wyoming, against pharmaceutical supply chains, participants and such claims were referred to a multi-district litigation mechanism to facilitate the claims of cities, counties, states, and others who have suffered damages caused by the conduct of those who benefited from the national opioid epidemic. This is the second Settlement Memorandum of Understanding and addresses retailers.

The City of Casper and Jason Ochs entered a Contract for Professional Services to seek recovery for damages. Casper is required to pay Mr. Ochs for the services he has provided. Mr. Ochs has committed that he will seek no more than ten percent of the entities' payments as a fee. He has also agreed to diminish his clients' fees by payments he will receive from the multi-district "common funds."

At the April 12, 2023, Work Session, City Council provided direction for the mayor to execute the OneWyo II Opioid Settlement Memorandum of Agreement ("Memorandum of Agreement") in the interest of facilitating the Memorandum of Agreement to Mr. Ochs by the deadline, and not delay the settlement and receipt of settlement payments, the mayor executed the Memorandum of Agreement on April 11, 2023. Ratification of the Mayor's signature approving the Memorandum of Agreement is necessary.

All Opioid funds from the settlement will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, opioid funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share). Casper's percentage of the Localized Share is 7.35%

The settlement funds that are distributed from the OneWyo II litigation will be distributed to the City of Casper through a portal and will not come from the State of Wyoming. Expenditure of funds will need to be carefully tracked by financial services as funds must be used for:

- Treat opioid use disorder
- Connect people who need help to the help they need (intervention)
- Address the needs of criminal justice involved persons
- Address the needs of women who are or may become pregnant
- Support people in treatment and recovery to reduce stigma
- Prevent over-prescribing and ensure proper prescribing of opioids
- Prevent misuse of opioids
- Prevent overdose deaths and other harms (harm reduction)
- Services for children
- First Responders
- Leadership, planning and coordination
- Training
- Research

A full list of the categories with additional details is listed in Exhibit A of the Memorandum of Agreement.

**Financial Considerations**

Casper's percentage of the Localized Share is 7.35%

**Oversight/Project Responsibility**

City Attorney's Office

**Attachments**

OneWyo II Opioid Settlement Memorandum of Agreement

# OneWyo II Opioid Settlement Memorandum of Agreement

Whereas, Pharmaceutical Supply Chain Participants have contributed to the opioid epidemic, which has in turn harmed the people and communities of the State of Wyoming.

Whereas, the State of Wyoming, through its Attorney General, and certain Participating Local Governments are separately engaged in investigation, litigation, and settlement discussions seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage they have caused in Wyoming.

Whereas, other Participating Local Governments, while not engaged in separate litigation, have supported the State's efforts in the legal fight against the opioid crisis.

Whereas, the State and all Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Wyoming.

Whereas, jointly approaching Settlements with Pharmaceutical Supply Chain Participants benefits all Parties by improving the likelihood of successful Settlement and maximizing the recovery from any such Settlement.

Whereas, specifically, the State and Participating Local Governments anticipate that Settlements with major Pharmaceutical Supply Chain Participants will take the form of a national resolution (National Settlement Agreement) and Wyoming's share of any such resolution will be maximized only if Wyoming's political subdivisions of a certain size participate in the National Settlement.

Whereas, the State and Participating Local Governments intend this agreement to facilitate their compliance with the terms of any National Settlement Agreement.

Whereas, the State and Participating Local Governments anticipate that the National Settlement Agreement will provide a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of payments (State-Subdivision Agreement).

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under any Settlement.

Whereas, the aforementioned investigation and litigation have caused some Pharmaceutical Supply Chain Participants to declare bankruptcy, and they may cause additional Pharmaceutical Supply Chain Participants to declare bankruptcy in the future.

Whereas, the State and Participating Local Governments intend this agreement to serve as a State-Subdivision Agreement under resolutions of relevant claims against Pharmaceutical Supply Chain Participants entered in bankruptcy court that provide payments to both the State and its subdivisions and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (Bankruptcy Resolution).

Now, therefore, in consideration of the foregoing, the State and its Participating Local Governments, enter into this “OneWyo II Opioid Settlement Memorandum of Agreement” (MOA) relating to the allocation and use of the proceeds of any Settlement as described in this MOA.

## **I. Definitions**

As used in this MOA:

- A. “Approved Use(s)” means any opioid or co-occurring substance use disorder related strategies, projects, or programs that fall within, or are reasonably related or otherwise consistent with, the list of uses set out in Exhibit A, attached hereto and incorporated herein by reference.
- B. “Bankruptcy Resolution” takes the meaning set out in the above recitals.
- C. “Localized Share” takes the meaning set out in Section II of this MOA.
- D. “National Settlement Agreement” takes the meaning set out in the above recitals.
- E. “Opioid Funds” means the monetary amounts obtained through a Settlement as defined in this MOA, but does not include any separate fund or other device described in Section V of this MOA for the payment of any attorneys’ fees and expenses incurred in litigating against any Pharmaceutical Supply Chain Participant. Also not included are any funds made available in a National Settlement Agreement or any Bankruptcy Resolution for the reimbursement of the United States Government.
- F. “Participating Local Governments” means all counties, cities, and towns within the geographic boundaries of the State of Wyoming that have signed this MOA. The Participating Local Governments may be referred to separately in this MOA as “Participating Count(ies)” and “Participating Cit(ies).”
- G. “Parties” means the State of Wyoming and all Participating Local Governments.
- H. “Pharmaceutical Supply Chain” means the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, or dispensed.

- I. “Pharmaceutical Supply Chain Participant” means any entity that engages in or has engaged in the manufacturing, marketing, promotion, distribution, or dispensing of opioids.
- J. “Settlement” means the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments, specifically including the National Settlement Agreements involving Allergan, Teva, CVS, Walgreens, and Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants.
- K. “State-Subdivision Agreement” takes the meaning set out in the above recitals.
- L. “Statewide Share” takes the meaning set out in Section II of this MOA.
- M. “The State” means the State of Wyoming acting by and through its Attorney General.

## II. Allocation of Opioid Funds

- A. All Opioid Funds will be divided proportionally with 35% allocated to the State (Statewide Share) and 65% allocated to the Participating Local Governments (Localized Share) with the sole exception as to the Teva Settlement Agreement. In only the Teva Settlement Agreement, Opioid Funds will be divided proportionally with 25% allocated to the State (Statewide Share) and 75% allocated to the Participating Local Governments (Localized Share).
- B. The Localized Share will be allocated to the Participating Local Governments in the proportions set out in Exhibit B, attached hereto and incorporated herein by reference, which is based upon the opioid negotiation class model developed in connection with *In re: Nat’l Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio). The proportions set forth in Exhibit B provide payments to (1) all Wyoming counties, and (2) all Wyoming cities and towns with populations over 10,000 based on the United States Census Bureau’s Vintage 2019 population totals.
- C. If a county or city listed on Exhibit B does not join this MOA, then that non-Participating Local Government’s allocation of the Localized Share as identified in Exhibit B will be reallocated to the Localized Share to be distributed in accordance with the remaining proportions set for in Exhibit B.
- D. Any Participating Local Government allocated a share in Exhibit B may elect to direct its share of current or future annual distributions of Localized Share Funds to the Statewide Share.

### III. Use of Opioid Funds

- A. Regardless of allocation, all Opioid Funds must be used in a manner consistent with the Approved Uses definition, or a substantially similar definition memorialized in a subsequent Settlement that becomes an order of a court. No Opioid Funds will be used as restitution for past expenditures. Rather, Opioid Funds must be used in a present and forward-looking manner to actively abate and alleviate the impacts of the opioid crisis and co-occurring substance abuse in Wyoming. Compliance with these requirements will be verified through Section VI's reporting requirements.
- B. The Statewide Share must be used only for (1) Approved Uses within the State of Wyoming or (2) grants for Approved Uses within the State of Wyoming. The State of Wyoming, Department of Health will serve as the lead agency responsible for distributing and using the Statewide Share in a manner that in its judgment will best address the opioid crisis within the State.
- C. The Localized Share must be used only for (1) Approved Uses by Participating Local Governments or (2) grants for Approved Uses.
- D. Each Participating County shall regularly consult with and receive input from its constituent cities and towns regarding effective distribution and use of the Localized Share Funds. Each Participating County shall make reasonable and good faith efforts to not only secure the collaboration of each of its constituent cities and towns, but also to use the Opioid Funds in a manner that benefits the residents of each constituent city and town, regardless of population.
- E. Notwithstanding any term of this MOA, Participating Local Governments may collaborate with local governments both within and beyond their borders for the purpose of more effectively using Opioids Funds to abate the opioid crisis.

### IV. Method of Distribution of Opioid Funds

- A. Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Statewide Share will be distributed to the Wyoming Department of Health through the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming.
- B. Unless newly-enacted legislation or the terms of a Settlement that becomes an order of a court provides otherwise, the Localized Share will be distributed directly to each Participating Local Government in accordance with the terms of any Settlement. In the event that a Settlement does not provide for direct

distribution to a Participating Local Government, the Localized Share will be distributed to each Participating Local Government by the Wyoming Attorney General acting as trustee, agent, or attorney-in-fact to hold and distribute such amount, under Wyo. Stat. Ann. § 9-1-639(a), exclusively for abating the opioid crisis throughout Wyoming. If the Localized Share is to be distributed by the Wyoming Attorney General, each Participating Local Government shall designate a lead contact or agency for the purposes of receiving its portion of the Localized Share. This designation shall be made in writing to the Attorney General within a sufficiently reasonable time to allow orderly distribution of Opioid Funds.

## V. Payment of Counsel and Expenses

- A. The Parties anticipate that as part of the National Settlement Agreement or a Bankruptcy Resolution, the Pharmaceutical Supply Chain Participants or courts in *In re: Nat'l. Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) will create common benefit funds or similar devices (i.e. contingency fee funds), to compensate attorneys for services rendered and expenses incurred in litigating against certain Pharmaceutical Supply Chain Participants. The State and any Participating Local Government may secure the payment of attorneys' fees—whether contingent, hourly, fixed, or otherwise—and expenses related to litigation against Pharmaceutical Supply Chain Participations from such separate funds.
- B. The State of Wyoming will secure payment of its attorneys' fees and expenses related to litigation against the Pharmaceutical Supply Chain Participants from such separate funds. No attorneys' fees or expenses relating to the State of Wyoming's investigation and litigation of the Pharmaceutical Supply Chain Participants will be paid from the Statewide Share. Similarly, no attorneys' fees or expenses related to the representation of any Participating Local Government in litigation against any Pharmaceutical Supply Chain Participant will be paid from the Statewide Share. Rather, the Statewide Share will be used exclusively to abate and alleviate the opioid crisis consistent with the terms of this MOA.
- C. In accordance with Judge Polster's August 6, 2021 Order in *In re: Nat'l Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio), contingency fee agreements related to litigation against any Pharmaceutical Supply Chain Participant entered into by a Participating Local Government are capped at a total of fifteen percent (15%) of the amount that will be received by the represented Participating Local Government. Counsel for any Participating Local Government is required to first seek payment of that fifteen percent



(15%) through such separate common benefit or contingency fee fund before seeking any additional payment. To the extent that counsel does not receive the full fifteen percent (15%) from any separately established common benefit or contingency fee fund, counsel may seek the difference from the represented Participating Local Government if authorized under their representation/contingency fee agreement with the Participating Local Government. In no event shall counsel be entitled to payment of fees in excess of fifteen percent (15%) of the amount actually received by the represented Participating Local Government.

## **VI. Compliance Certification and Reporting**

- A.** The provisions of this Section VI will apply unless newly-enacted legislation or a subsequent Settlement that becomes an order of a court imposes superseding requirements.
- B.** Before receiving any disbursement under this MOA, each Participating Local Government must certify to the Attorney General that it will allocate and use Opioid Funds in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses.
- C.** By January 31 of each calendar year, each Participating Local Government shall certify to the Attorney General that all Opioid Funds expended during the preceding calendar year were used in accordance with this MOA on projects, programs, and strategies that constitute Approved Uses. In submitting this certification, each Participating Local Government shall include a report detailing for the preceding calendar year: (1) the amount of the Localized Share received by the Participating Local Government; (2) the amount of Localized Share expended by the Participating Local Government—broken down by funded project, program, or strategy; and (3) the amount of any allocations awarded by the Participating Local Government—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and the projects, programs, or strategies funded. This report is only required if the Participating Local Government actually expended Opioid Funds during the preceding calendar year. Future Localized Share payments to a Participating Local Government that is delinquent in providing this certification and report shall be delayed until that Participating Local Government submits the required certification and report.
- D.** If a Participating Local Government uses Opioid Funds on non-Approved Uses, it shall have sixty (60) days after discovery of the expenditure to cure the unapproved expenditure through payment of such amount for opioid remediation activities through amendment or repayment.

- E. If a Participating Local Government has used Opioid Funds for non-Approved Uses, and has not cured the unapproved use as allowed above, future Localized Share payments to that Participating Local Government shall be reduced by an amount equal to the inconsistent expenditures, and if the inconsistent expenditure is greater than the expected future stream of payments of the Participating Local Government, the Attorney General may initiate a process up to and including litigation to recover and redistribute the overage among eligible Participating Local Governments. Any recovery or redistribution shall be distributed consistent with Section II of this MOA. The Attorney General may recover from the Participating Local Government who failed to cure the unapproved use any litigation fees, costs, and expenses incurred to recover such funds.
- F. By January 31 of each calendar year, the State shall publish online a report detailing for the preceding calendar year: (1) the amount of the Statewide Share received; (2) the amount of the Statewide Share expended by the Department of Health—broken down by funded strategy, project, or program; and (3) the amount of any grants awarded—listing the recipients, amounts awarded, amounts disbursed, disbursement terms, and programs, strategies, and projects funded.

## VII. Effectiveness

- A. This MOA shall become effective at the time a sufficient number of counties and municipalities within the geographic boundaries of the State of Wyoming have signed this MOA to qualify this MOA as a State-Subdivision Agreement under a National Settlement Agreement involving Allergan, Teva, CVS, Walgreens, or Walmart, as well as, any and all future settling Pharmaceutical Supply Chain Participants. If this MOA does not thereby qualify as a State-Subdivision Agreement, this MOA will have no effect.
- B. This MOA is effective until one year after the last date on which any Participating Local Government spends Opioid Funds pursuant to Settlements.

## VIII. Amendments

- A. The Parties agree to make such amendments as necessary to implement the intent of this MOA or as are required by the final provisions of any National Settlement Agreement or Bankruptcy Resolution. The State will provide written notice of any necessary amendments to all the previously joining Parties. Any previously joining Party will have two-weeks after notice of the necessary amendments to withdraw from the MOA. The amendments will be effective to any Party that does not withdraw.

- B. The Parties agree to engage in the amendment process above in good faith.

**IX. General Provisions**

- A. The purposes of this MOA are to serve as a State-Subdivision Agreement under any Settlement or Bankruptcy Resolution and to permit the Parties to cooperate in resolving claims against Pharmaceutical Supply Chain Participants and to distribute any Opioid Funds in a manner that will effectively and meaningfully abate and alleviate the opioid crisis throughout Wyoming.
- B. All Parties acknowledge and agree that any National Settlement Agreement will require Participating Local Governments to release its claims against relevant Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge that a Participating Local Government will receive funds through this MOA only after complying with all requirements set out in a Settlement or Bankruptcy Resolution to release its claims.
- C. The Parties acknowledge that this MOA is not a promise or representation from any Party that any Settlement or Bankruptcy Resolution will be finalized or executed.
- D. Unless otherwise required by an applicable Settlement, the construction, interpretation, and enforcement of this MOA shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles, and the Courts of the State of Wyoming shall have jurisdiction over this MOA, with venue lying exclusively in Laramie County District Court.
- E. If any clause, paragraph, or section of this MOA shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of the MOA and this MOA shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
- F. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of a Settlement or Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- G. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOA shall not be construed so as to create such status.
- H. Titles of sections of this MOA are for reference only, and shall not be used to construe the language in this MOA.

- I. Nothing in this MOA shall be construed to affect or constrain the authority of the Parties under law.
- J. Except to enforce the terms of this MOA, the State of Wyoming and the participating Local Governments do not waive sovereign or governmental immunity by entering into this MOA and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOA.
- K. This MOA may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOA. Each person signing this MOA represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOA, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

IN WITNESS WHEREOF, the below undersigned agree to and enter into the above OneWyo II Opioid Settlement Memorandum of Agreement.

**FOR THE STATE OF WYOMING**

\_\_\_\_\_  
 Bridget Hill  
 Attorney General  
 State of Wyoming

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Benjamin Peterson  
 Assistant Attorney General  
 State of Wyoming

\_\_\_\_\_  
 Date

**FOR THE PARTICIPATING LOCAL GOVERNMENTS**

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Albany County

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Big Horn County

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Campbell County

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Carbon County

\_\_\_\_\_  
Name *Bruce Kneel* Date 4-11-23  
Title *Mayor*  
Casper

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Cheyenne

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Name \_\_\_\_\_ Date \_\_\_\_\_  
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Converse County

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Crook County

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Hot Springs County

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Teton County

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Uinta County

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Washakie County

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Name  
Title  
Weston County

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Date

# Exhibit A

## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

1. Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health issues.
2. Supportive housing, all forms of FDA-approved MAT, counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it.
3. Treatment of mental health trauma issues that resulted from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking) and for family members (e.g., surviving family members after an overdose or overdose fatality).
4. Expand telehealth to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
5. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
6. Scholarships for certified addiction counselors.
7. Clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for OUD.
8. Training for health care providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists, including but not limited to the following: Training relating to MAT and harm reduction.
9. Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

10. Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.
11. Development of National Treatment Availability Clearinghouse – Fund development of a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.
12. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD.
13. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

**B. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (INTERVENTION)**

1. Ensuring that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on the late adolescence and young adulthood when transition from misuse to opioid disorder is most common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management and/or support services.
6. Support work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
7. Create school-based contacts who parents can engage with to seek immediate treatment services for their child.
8. Developing best practices on addressing OUD in the workplace.

9. State assistance programs for health care providers with OUD.
10. Engaging non-profits and faith community as a system to support outreach for treatment.

**C. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

1. Address the needs of persons involved in the criminal justice system who have opioid use disorder (OUD) and any co-occurring substance use disorders or mental health (SUD/MH) issues.
2. Support pre-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH issues, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARD);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received Naloxone to reverse the effects of an overdose are then linked to treatment programs;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model; or
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network.
3. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH issues to evidence-informed treatment, including MAT, and related services.
4. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH issues, but only if they provide referrals to evidence-informed treatment, including MAT.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH issues who are incarcerated, on probation, or on parole.
6. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any co-occurring SUD/MH issues who are leaving jail or prison or who have recently left jail or prison.

7. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

**D. ADDRESS THE NEEDS OF WOMEN WHO ARE OR MAY BECOME PREGNANT**

1. Evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women or women who could become pregnant and have OUD.
2. Training for obstetricians and other healthcare personnel that work with pregnant women and their families regarding OUD treatment.
3. Other measures to address Neonatal Abstinence Syndrome, including prevention, care for addiction and education programs.
4. Child and family supports for parenting women with OUD.
5. Enhanced family supports and child care services for parents receiving treatment for OUD.

**E. SUPPORT PEOPLE IN TREATMENT AND RECOVERY AND REDUCE STIGMA**

1. The full continuum of care of recovery services for OUD and any co-occurring substance use or mental health issues, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Identifying successful recovery programs such as physician, pilot, and college recovery programs, and providing support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
3. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
4. Community-wide stigma reduction regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
5. Engaging non-profits and faith community as a system to support family members in their efforts to manage the opioid user in the family.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE PROPER PRESCRIBING OF OPIOIDS**

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing.
3. Continuing Medical Education (CME) on prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Development and implementation of a National Prescription Drug Monitoring Program – Fund development of a multistate/national prescription drug monitoring program (PDMP) that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to opioid use disorder (OUD).
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database (DOT EMT overdose database).
6. Educating Dispensers on Appropriate Opioid Dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

1. Corrective advertising/affirmative public education campaigns.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. School-based programs that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, or training of coalitions in evidence-informed implementation.
7. School and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. Engaging non-profits and faith community as a system to support prevention.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

1. Increasing availability and distribution of naloxone and other drugs that treat overdoses to first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, and other members of the general public.
2. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
3. Developing data tracking software and applications for overdoses/naloxone revivals.
4. Public education relating to emergency responses to overdoses.
5. Public health entities provide free naloxone to anyone in the community.
6. Public education relating to immunity and Good Samaritan laws.
7. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
8. Syringe service programs, including supplies, staffing, space, peer support services, and the full range of harm reduction and treatment services provided by these programs.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

## PART THREE: OTHER STRATEGIES

### **I. SERVICES FOR CHILDREN**

1. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

### **J. FIRST RESPONDERS**

1. Law Enforcement – Participating Local Governments may also use their share of funds for law enforcement expenditures relating to the opioid epidemic.
2. Educating first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Increase Electronic Prescribing to Prevent Diversion and Forgery.

### **K. LEADERSHIP, PLANNING AND COORDINATION**

1. Community regional planning to identify goals for opioid reduction and support efforts or to identify areas and populations with the greatest needs for treatment intervention services.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

### **L. TRAINING**

1. Funding for programs and services regarding staff training and networking to improve staff capability to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-systems coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD (e.g., health care, primary care, pharmacies, PDMPs, etc.).



## **M. RESEARCH**

1. Funding opioid abatement research.
2. Research improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
3. Support research for novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
4. Support for innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research for swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research expanded modalities such as prescription methadone that can expand access to MAT.

# Exhibit B

Participating Local Government Allocation Proportions	
Local Government	Percentage of Localized Share
Albany	1.63%
Big Horn	3.03%
Campbell County	4.44%
Carbon County	3.70%
Casper	7.35%
Cheyenne	1.23%
Converse County	1.90%
Crook County	0.54%
Evanston	1.97%
Fremont County	6.74%
Gillette	1.74%
Goshen County	1.64%
Green River	0.61%
Hot Springs County	0.86%
Jackson	0.56%
Johnson County	0.93%
Laramie	3.42%
Laramie County	15.59%
Lincoln County	3.12%
Natrona County	7.90%
Niobrara County	0.15%
Park County	5.80%
Platte County	1.75%
Riverton	1.27%
Rock Springs	1.53%
Sheridan	0.34%
Sheridan County	3.91%
Sublette County	0.71%
Sweetwater County	7.64%
Teton County	1.33%
Uinta County	4.39%
Washakie County	1.50%
Weston County	0.78%

RESOLUTION NO. 23-74

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE AND APPROVING THE ONEWYO II OPIOID SETTLEMENT MEMORANDUM OF AGREEMENT.

WHEREAS, the claims of Casper, Wyoming, against pharmaceutical supply chains, participants and such claims were referred to a multi-district litigation mechanism to facilitate the claims of cities, counties, states, and others who have suffered damages caused by the conduct of those who benefited from the national opioid epidemic and all federal actions have been centralized into one court in Ohio, entitled *In re: Nat'l Prescription Opiate Litigation*; and,

WHEREAS, the City of Casper, entered into a Contract for Professional Services with Ochs Law Firm P.C., to seek recovery for damages due to what has been described as a national opioid epidemic; and,

WHEREAS, the Ochs Law Firm P.C., has been representing the City in this matter and a proposed distribution plan to resolve certain claims of the states, counties and local governments titled as the OneWyo II Opioid Settlement Memorandum of Agreement ("Memorandum of Agreement"); and,

WHEREAS, the Memorandum of Agreement requires that the funds be used for mitigation, treatment, education and emergency assistance to and for opioid abatement strategies; and,

WHEREAS, the categories of abatement strategies are broadly listed and described in Exhibit A to the Memorandum of Agreement; and,

WHEREAS, the City of Casper gives its assent to the proposed distribution plan under the Memorandum of Agreement; and,

WHEREAS, the timeframe to submit an executed Memorandum of Agreement was prior to April 18, 2023; and;

WHEREAS, in the interest of facilitating the Memorandum of Agreement to the City's Counsel by the deadline, and not delay the settlement, the Mayor executed the OneWyo II Opioid Settlement Memorandum of Agreement on April 11, 2023; and,

WHEREAS, the Governing Body of the City of Casper Wyoming desires to ratify the Mayor's Signature on Memorandum of 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, this Resolution Ratifying the Mayor's Signature and Approving the OneWyo II Opioid Settlement Memorandum of Agreement.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING,  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

March 23, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Liz Becher, Community Development Director *LB*  
Beth Andress, MPO Supervisor  
Renee Hardy, MPO Technician  
SUBJECT: North Platte River Park No.2 Simple Master Plan Professional Services Contract in  
the amount of \$23,564.08

Meeting Type & Date:

Regular Council Meeting, April 18, 2023.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Ayres Associates for the North Platte River Park No.2 Simple Master Plan in an amount not to exceed \$23,564.08.

The City is obligated to approve this contract as the MPO's fiscal agent.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan, identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2023 UPWP was amended by the Technical and Policy committees in October 2022 to include \$24,000 of matched federal funding for the North Platte Park No. 2 Simple Master Plan.

The purpose of the North Platte Park No.2 Simple Master Plan is to design a simple master plan for 111.5 acres of vacant city-owned land located in the North Platte River Park No. 2 Subdivision. The study will examine the impacts of development on the multi-modal transportation network within the study area. Along with evaluating existing water, sewer, gas, electric, telecommunications, and transportation infrastructure, the plan will provide multiple layouts and illustrative plans. The subdivision contains the Ford Wyoming Center, and the adjacent area includes a variety of uses including specialty parks, museums, medical offices, commercial, and retail facilities. The land is adjacent to Interstate 25, the US Highway 20-26 Bypass, and Poplar Street.

This study meets all the goals set forth in the 2020 update of the Long Range Transportation Plan: *Connecting Crossroads* including increasing transportation options for all modes, improving safety and health for all residents, enhancing the region’s distinct character, promoting affordable and easy mobility solutions, and supporting the region’s diversifying economy.

The Casper Area MPO released a Request for Proposals (RFP) on January 27, 2023. One consulting firm responded with a proposal by the February 24, 2023, deadline. Staff from the City of Casper, WYDOT, and the MPO reviewed the proposals, and on March 10, 2023, selected Ayres Associates based on the quality of the initial proposal, qualifications of proposed staff, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by July 31, 2023.

Financial Considerations:

The proposed contract shall not exceed \$23,564.08. 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:

<b>Federal Funds</b>	90.49%	<b>\$21,323.14</b>
<b>Local Match</b>	9.51%	<b>\$2,240.94</b>
City of Casper	73.31%	\$1,642.84
Natrona County	15.80%	\$354.07
City of Mills	4.59%	\$102.86
Town of Evansville	3.37%	\$75.52
Town of Bar Nunn	2.93%	\$65.66
	<b>Total</b>	<b>\$23,564.08</b>

The Casper Area MPO Policy Committee approved the funding of \$24,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on October 20, 2022.

Oversight/Project Responsibility:

Beth Andress, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract” or “Agreement”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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. Ayres Associates Inc , 3433 Oakwood Hills Pkwy, Eau Claire, Wisconsin 54701-7698 (“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 North Platte River Park No.2 Simple Master 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 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, North Platte River Park No.2 Simple Master Plan, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City. Consultant shall follow timeline/estimated completion as set forth in Exhibit A.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before July 31, 2023.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials at in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed Twenty-Three Thousand Five Hundred Sixty-Four Dollars and Eight Cents (**\$23,564.08**). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

C. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work.



All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

- A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.
- C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to 5 percent (5%) of the Contract amount until final Contract completion is determined by the City.
- D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Contract 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 Agreement 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:

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

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS:

Ayres Associates, Inc., as Consultant:

By: *S. Smith*

By: *Matthew J. Ashby*

Printed name: Sarah Smith

Printed name: Matthew Ashby

Title: Office Coordinator

Title: Vice President

CONTRACT FOR PROFESSIONAL SERVICES  
PART II - GENERAL TERMS AND CONDITIONS

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

connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, the Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which

the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of thirty-nine (39) 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 Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Consultant, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of four (4) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.



- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or

representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.

1. **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.
2. **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.
3. **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.
4. **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.

5. 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.
6. 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.
7. 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.
8. 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:
  - a. Exclusions from coverage;
  - b. Claims in progress which could significantly reduce the annual aggregate limit; and
  - c. 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.

9. **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.

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**Part III**  
**FEDERAL CONTRACTUAL PROVISIONS**

**REQUIRED CLAUSES**

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

**1. ACCESS TO RECORDS AND REPORTS**

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

**2. CIVIL RIGHTS LAWS AND REGULATIONS**

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of

race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**b. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

**c. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

**d. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

### **3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

#### **4. ENERGY CONSERVATION**

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

#### **6. LOBBYING RESTRICTIONS**

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

#### **7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that

the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

## **8. PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract

shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

## **9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

## **10. SAFE OPERATION OF MOTOR VEHICLES**

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

**Seat Belt Use:** The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

**Distracted Driving** The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

## **11. TERMINATION**

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

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

## **12. VIOLATION AND BREACH OF CONTRACT**

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

## **13. DETERMINATION OF ALLOWABLE COSTS**

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.



#### **14. ERRORS AND OMISSIONS**

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

#### **15. PROFESSIONAL REGISTRATION**

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

#### **16. TITLE VI ASSURANCES FOR NON-DISCRIMINATION**

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

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EXHIBIT "A"  
SCOPE OF SERVICES



**MEMORANDUM**

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To: Beth Andress, MPO Supervisor

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From: Matt Ashby, AICP CUD

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Date: March 26, 2023

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Re: North Platte River Park Simple Master Plan Scope of Work

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**TASK 1: KICKOFF**

- 1.1: Facilitate a kickoff meeting with staff: Ayres and WWC will schedule a kickoff meeting with staff to ensure we fully understand the project and have clear goals and deadlines in place. Meeting summary notes will be provided. Ayres staff to participate virtually.
- 1.2: Coordinate efforts with the project team, as determined by the MPO: Following the kickoff meeting, regular check ins will be scheduled to help keep the project on track.
- 1.3: Review existing plans, regulations, and community resources: MPO will provide Ayres/WWC with relevant plans, files, mapping resources and other information to assist furthering the project. Ayres/WWC will review these documents to aid in guiding the development of the plan.
- 1.4: Gather and create GIS data layers: The MPO will provide Ayres/WWC with any available shapefiles necessary to create a base map for the project. Ayres will create a series of maps to aid in project development. Maps will be sent to the MPO for review.
- 1.5: Provide content for the project handouts: Ayres will draft initial information for project handouts, including a Project 101 information sheet for the MPO to review, approve and distribute.
- 1.6: Finalize a public engagement plan with the MPO: Based on discussion at the Kickoff Meeting, Ayres/WWC will develop a workshop agenda and outreach plan for MPO review. This document will outline the schedule for the event, proposed advertising opportunities, invitees, activities & outcomes, and board overview. Upon approval by MPO, Ayres will begin preparation for the workshop. Advertising materials shall be created by Ayres and provided to the MPO for publication/distribution.
- 1.7: Evaluate existing transportation network (motorized and non-motorized) for possible connection opportunities. Prior to the workshop, Ayres/WWC will review, evaluate, and map opportunities for transportation connections to and through the property. This background mapping will aid in facilitating discussions during the workshop. Concepts will be presented to the MPO prior to the workshop.

**TASK 2: ENGAGEMENT**

- 2.1: Facilitate the in-person bullseye workshop series. Ayres, with support from WWC and the MPO will host the Bullseye Workshop Series. This multi-day event will include meetings on Day 1 to gather direction, followed by content generation on Day 2, with a wrap up and reporting out to the public at the end of Day 2. Based on the public engagement plan, this workshop will include several meeting opportunities, enabling participants to focus on developing a vision for the property. The workshop(s) will include Poll Everywhere technology to support interactive capabilities, questions, and immediate feedback. A public vision-oriented session and a more technical staff implementation workshop will be featured.
- 2.2: Draft framework map, vision & values statements, transportation opportunities and land use plan: Immediately following the workshops, Ayres/WWC will generate draft plan materials for review by the MPO. This information will be discussed, and direction provided to complete the plan.

Page 1 of 2

970.223.5556 | 3665 JFK Parkway, Bldg. 2, Suite 100 | Fort Collins, CO 80525-3152  
[www.AyresAssociates.com](http://www.AyresAssociates.com)

Project: 00-0000.00 File: [https://ayresassoc.sharepoint.com/sites/development/services/shared/documents/2\\_projects/casper\\_wy/2023\\_mpo/contracting/casper\\_scope\\_of\\_work.docx](https://ayresassoc.sharepoint.com/sites/development/services/shared/documents/2_projects/casper_wy/2023_mpo/contracting/casper_scope_of_work.docx)

2.3: Prepare the policies/principles and strategies; Ayres/WWC will produce key principles, policies and strategies for the MPO to review.

2.4: Draft priority action boards for public review. Following the public workshop, priority action boards and illustrations will be completed for review by the public. (Depending on direction from the MPO, this roll out session can happen at the end of Day 2 of the workshop, or digitally. See Task 3.1.)

2.5: Facilitate a follow-up presentation with the project team. Following the end of the workshop, Ayres will facilitate a review discussion and presentation with the MPO to identify any necessary adjustments.

2.6: Provide content for the project handouts: Ayres will provide information in support of developing any necessary meeting handouts for the workshop.

**TASK 3: REFINEMENT**

3.1: Facilitate follow-up meetings and presentations to the public and project team. Following the Day 1 workshop activities, and review of initial plan materials and recommendations, the overall direction of the plan will be provided for public review by the end of Day 2.

3.2: Finalize the framework map and vision & values statements: Based on the feedback from the public, the final framework map and vision/values statements will be formalized for final production.

3.3: Finalize the policies/principles and strategies: Based on the feedback received, the principles/policies and strategies will be formalized for final production.

3.4: Provide assistance to the MPO with presentation with City administration and Council: Following production of the final draft, a power point will be developed, and presentation assistance provided in delivering an overview of the project to the City and Council. (Ayres will support with attendance virtually unless otherwise determined.)

**TASK 4: FINALIZATION**

4.1: Prepare final draft plan content for public review: Ayres/WWC will produce the final report for publication and comment.

4.2: Finalize GIS maps and data. All maps will be finalized with all digital information provided to the MPO.

4.3: Facilitate discussions and final review with the project team (virtual): Ayres will facilitate a final meeting to review the plan with the project team and finalize any changes.

4.4: Present final draft plan for public feedback (virtual): Ayres will provide a final presentation of the information via a virtual meeting.

4.5: Finalize plan. Final plan documents will be provided to the MPO in their original format and PDF.

Timeline for Proposed Services

SERVICE	TIMELINE
Project Kickoff	April 2023
Engagement	May 2023
Refinement	May-June 2023
Finalization	June 2023

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 North Platte River Park No.2 Simple Master Plan; and,

WHEREAS, on March 10, 2023, the Consultant Selection Committee approved the hiring of Ayres Associates, Inc., 3433 Oakwood Hills Pkwy, Eau Claire, Wisconsin, 54701-7698, to complete the North Platte River Park No.2 Simple Master Plan; and,

WHEREAS, Ayres Associates, 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 Ayres Associates, Inc. to complete the North Platte River Park No.2 Master Plan in accordance with the Agreement, for an amount not to exceed Twenty-Three Thousand Five Hundred Sixty-Four Dollars and Eight Cents (**\$23,564.08**).

PASSED AND APPROVED THIS \_\_\_ day of \_\_\_\_\_, 2023.

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 Ayres Associates, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

CERTIFICATION OF CONSULTANT

I hereby certify that I, Matthew Ashby, am the Vice President of and duly authorized representative of the firm of Ayres Associates 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.

April 14th, 2023  
Date

  
Signature

Matthew Ashby  
Printed Name

Vice President  
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation:

Date \_\_\_\_\_

\_\_\_\_\_  
Bruce Knell  
Mayor



EXHIBIT "F"

CERTIFICATION OF  
SUSPENSION OR DEBARMENT

STATE OF Colorado ) ss

COUNTY OF Larimer ) ss

I, Matthew Ashby, 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: *Matthew Ashby*  
Vice President  
Title

Subscribed in my presence and sworn to before me this 14 day of April, 2023, by:

Matthew Ashby  
*SS*  
Notary Public

SARAH SMITH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164015921  
MY COMMISSION EXPIRES APRIL 26, 2024

04/26/2024  
My Commission Expires

EXHIBIT "G"

FEE SCHEDULE

**SUMMARY OF ESTIMATED COSTS**  
**City of Casper - North Platte River Park Simple Master Plan**  
**Ayres Associates**

<b>Direct Labor Cost</b>			
Environmental Planning and Coordination		<u>\$ 4,720.47</u>	
<b>DIRECT LABOR SUBTOTAL</b>			<u>\$ 4,720.47</u>
<b>Adjusted Direct Labor Cost</b>			
Overhead	174.28%	<u>\$ 8,226.84</u>	
Direct salary times multiplier		<u>2.7428</u>	<u>\$ 12,947.31</u>
<b>Fixed Fee Profit</b>			
Percent Profit	<u>12.50%</u>		<u>\$ 1,618.41</u>
<b>FCCM</b>			
FCCM Adjustment	<u>0.21%</u>		<u>\$ 9.91</u>
<b>Construction Phase (Contingency)</b>			
Contingency Amount	<u>0%</u>		<u>\$ -</u>
<b>Fixed Fee Profit</b>			
Percent of profit	<u>0%</u>		<u>\$ -</u>
<b>Direct Non-Labor Charges</b>			
Subconsultant - WWC Engineering		<u>\$ 7,858.45</u>	
Mileage (Design)		<u>\$ -</u>	
Mileage (Construction)		<u>\$ -</u>	
Meals		<u>\$ 236.00</u>	
Hotel		<u>\$ 384.00</u>	
Aifare		<u>\$ -</u>	
Rental Car		<u>\$ 510.00</u>	
Overnight Shipping		<u>\$ -</u>	
<b>DIRECT NON-LABOR CHARGES SUBTOTAL</b>			<u>\$ 8,988.45</u>
<b>TOTAL FEE REQUESTED</b>			<u>\$ 23,564.08</u>

	T1	T2	T3	T4
	Phase 1 - Kickoff and Information Gathering	Phase 2 - Engagement	Phase 3 - Refinement	Phase 4 - Finalization, Adoption, and Implementation

Direct Labor Charges										HOURS	+ PROFIT	+ FCM	DIRECT TOTAL	WYDOT Billing Rate TOTAL	FCCM TOT	
Person	Role	WYDOT Billing Rate														
Matt Ashby	Principal	\$ 209.91	1	\$ 209.91	3	\$ 629.72	2	\$ 419.81	1	\$ 209.91	7		\$ 535.71	\$ 934.76	\$ 1.12	
Josh Olhava	Project Manager II	\$ 132.26	1	\$ 132.26	2	\$ 264.52	2	\$ 264.52	1	\$ 132.26	6		\$ 289.32	\$ 504.83	\$ 0.61	
Jeff Young	Project Manager II	\$ 156.34	1	\$ 156.34	3	\$ 469.02	2	\$ 312.68	1	\$ 156.34	7		\$ 399.00	\$ 696.22	\$ 0.84	
Mark Christiansen	Project Manager I	\$ 101.10	10	\$ 1,011.00	8	\$ 808.80	10	\$ 1,011.00	6	\$ 606.60	34		\$ 1,253.24	\$ 2,186.78	\$ 2.63	
Lily Sider	Planner/Engineer I	\$ 52.11	8	\$ 416.91	26	\$ 1,354.94	18	\$ 938.04	7	\$ 364.79	59		\$ 1,121.00	\$ 1,956.03	\$ 2.35	
Aaron O'Keefe	GIS Specialist	\$ 95.59	4	\$ 382.35	4	\$ 382.35	5	\$ 477.93	3	\$ 286.76	16		\$ 557.60	\$ 972.96	\$ 1.17	
	Jr. Planner/Engineer	\$ 59.33	4	\$ 237.31	4	\$ 237.31	4	\$ 237.31	8	\$ 474.61	20		\$ 432.60	\$ 754.84	\$ 0.91	
Britni McAnally	Administrative/Accounting	\$ 90.51	1	\$ 90.51	1	\$ 90.51	1	\$ 90.51	1	\$ 90.51	4		\$ 132.00	\$ 230.33	\$ 0.28	
Direct Labor Subtotal				\$ 2,636.57		\$ 4,237.16		\$ 3,661.28		\$ 2,321.78	\$ 12,856.79	\$ 1,607.10	\$ 14,473.80	\$ 4,720.47	\$ 8,226.84	\$ 9.91

**Direct Non-Labor Charges**

Subconsultant	WWC Engineering - Design support	1	\$ 7,858.45
Travel		6	\$ 510.00
Per Diem		4	\$ 236.00
Lodging		4	\$ 384.00
Expense SubTotal			\$ 8,988.45
Total Per Task			\$ 8,988.45

\$ 7,858.45
\$ 510.00
\$ 236.00
\$ 384.00
\$ 8,988.45
\$ 8,988.45
\$ 23,564.08

**WWC ENGINEERING**  
**North Plan River No. 2 Master Plan**  
**Casper Area MPO**  
**Natrona County**

**SUMMARY OF ESTIMATED COSTS**

**Direct Labor Cost**

Design Phase

Roadway Design	\$	-
Bridge Design	\$	-
Land Survey	\$	-
Other	\$	2,197.86
Construction Phase	\$	-

**DIRECT LABOR SUBTOTAL** \$ 2,197.86

**Adjusted Direct Labor Costs**

Direct Labor Multiplier 3.164 \$ 6,954.03

**Fixed Fee Profit**

Percent Profit 12.5% \$ 869.25

**FCCM**

FCCM Multiplier 1.60% \$ 35.17

**Direct Non-Labor Charges**

Design Phase

Travel & Vehicle Expense	\$	-	(Design)
Field Equipment	\$	-	(Construction)
Other	\$	-	(Subconsultants)

**DIRECT NON-LABOR CHARGES SUBTOTAL** \$ -

**TOTAL FEE REQUESTED (Design Phase) Cost not to Exceed** \$ 7,858.45

In Support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST SUPPORT**

Design Phase

Other		Prof. Lvl. 6 D. Tromble	Prof. Lvl. 5 G. Zimmer
Task 1	Kick Off & Information Gathering	4	3
Task 2	Engagement	9	7
Task 3	Refinement	6	4
Task 4	Finalization	5	5
Total Hours		24	19
Billing Rate		\$52.39	\$49.50
Subtotal		\$1,257.36	\$940.50

DIRECT LABOR SUBTOTAL \$2,197.86

Travel Expenses

	miles	IRS rate	Total
Mileage		\$0.655	\$0.00
	M&I	cost	Total
M&I		\$44.250	\$0.00
	Lodging	cost	Total
Lodging		\$98.000	\$0.00

Field Equipment

	Units	cost*	Total
Consumables		\$200.000	\$0.00

\*estimate, pass through actual cost of purchased items

Subconsultants

		Total
AET	Drilling Contractor	

DIRECT NON-LABOR SUBTOTAL \$0.00

CONTRACT CLAUSE CHECKLIST								
Contract Clause	Professional Services/A&E	Operations/ Management	Rolling Stock Purchases	Construction	Materials & Supplies	Yes	No	Included in Contract
A.1 Access to Records and Reports	All	All	All	All	All	✓		BA
A.2 Bonding Requirements				Construction and Facility Improvement			✓	
A.3 Bus Testing			New Bus Purchases				✓	
A.4 Buy America Requirements			>\$150,000	>\$150,000	>\$150,000		✓	
A.5 Cargo Preference Requirements			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.		✓	
A.6 Charter Service		All					✓	
A.7 Clean Air Act and Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000		✓	
A.8 Civil Rights Laws and Regulations	All	All	All	All	All	✓		BA
A.9 Disadvantaged Business Enterprise (DBE)	All	All	All	All	All	✓		BA
A.10 Employee Protections				Construction related projects			✓	
A.11 Energy Conservation	All	All	All	All	All	✓		BA
A.12 Fly America	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel	For foreign air transport or travel		✓	
A.13 Government-Wide Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	✓		BA
A.14 Lobbying Restrictions	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	✓		BA
A.15 No Government Obligation to Third Parties	All	All	All	All	All	✓		BA
A.16 Patent Rights and Rights in Data	Research and Development					✓		BA
A.17 Pre-Award and Post-Delivery Audits of Rolling Stock Purchases			Rolling Stock Purchases				✓	
A.18 Program Fraud and False or Fraudulent Statements and Related Acts	All	All	All	All	All	✓		BA
A.19 Public Transportation Employee Protective Arrangements		Transit Operations					✓	
A.20 Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year		✓	
A.21 Safe Operation of Motor Vehicles	All	All	All	All	All	✓		BA
A.22 School Bus Operations		All					✓	
A.23 Seismic Safety	New Buildings & Additions			New Buildings & Additions			✓	
A.24 Substance Abuse Requirements		Transit Operations					✓	
A.25 Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	✓		BA
A.26 Violation and Breach of Contract	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000	✓		BA

*BA* 3/30/23

RESOLUTION NO. 23-75\_\_\_

A RESOLUTION AUTHORIZING A CONTRACT  
BETWEEN THE CITY OF CASPER AND AYRES  
ASSOCIATES FOR THE NORTH PLATTE RIVER PARK  
NO. 2 SIMPLE MASTER PLAN.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the “CATPP”) acts as the Metropolitan Planning Organization (hereinafter referred to as the “MPO”) for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP’s Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget Amendment on October 20, 2022, for a North Platte River Park No 2 Simple Master Plan, not to exceed Twenty-four Thousand Dollars and Zero Cents (\$24,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in land use planning and traffic studies on January 27, 2023; and,

WHEREAS, the Project Selection Committee selected Ayres Associates on March 10, 2023, to complete the North Platte River Park No.2 Simple Master 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 Ayres Associates, on behalf of the Casper Area Metropolitan Planning Organization in the amount of Twenty-Three Thousand Five Hundred Sixty-Four Dollars and Eight Cents (\$23,564.08). for the North Platte River Park No. 2 Simple Master Plan.

PASSED, APPROVED, AND ADOPTED on this \_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

*Walker Tremel*

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor



March 27, 2023

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

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, Building/Code Enforcement Manager *CC*  
Amber Jividen, Code Enforcement Supervisor *AJ*

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 18, 2023

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize 1 year contracts with AAA Landscaping, LLC, and Brian's Go To Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2023, and continuing through April 30, 2024.

Summary:

On March 8, 2023 and March 15, 2023, the City's Code Enforcement Division publicly advertised a Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (2) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that C have optional contractors they can rely on. Job assignments will be rotated between the two contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2023/2024 General Fund, Community Development Abatement #6741 line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Resolution, and Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Resolution and Contract for Professional Services and Resolution – Brian's Go To Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services AAA Landscaping LLC, is entered into on this \_\_\_\_ day of April, 2023, 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. AAA Landscaping LLC, 2401 E Yellowstone Hwy, Casper, Wyoming ("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 hire a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful

disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of May 2023, and terminate on April 30, 2024, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed the following:

**A: Mowing**

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .16 per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .028 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .016 per square foot.
4. The square footage billed for the area mowed shall be calculated based on the property lot size, less any structures, as listed on the Natrona County Assessor's Website, unless otherwise agreed upon in writing. If the City requests a parkway abutting the property to be mowed, the square footage of the parkway shall be added to the invoice.

**B: Litter and Trash Removal**

1. Litter and trash removal shall be \$55.00 per cubic yard removed, transport and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

4. METHOD OF PAYMENT:

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

Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

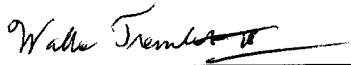
6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

AAA Landscaping

By: Barbara Santmire  
Printed Name: Barbara Santmire  
Title: Admin III, Planning

By: Anthony B. Garcia  
Printed Name: Anthony B. Garcia  
Title: Owner

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

#### **1. TERMINATION OF CONTRACT:**

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

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

#### **2. CHANGES:**

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

#### **3. ASSIGNABILITY:**

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

#### **4. AUDIT:**

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



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

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

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. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, 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.

10. 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.

11. 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.

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence

limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. 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.

16. 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.

17. 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.

18. 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.

RESOLUTION NO. 23-76

A RESOLUTION AUTHORIZING A CONTRACT WITH AAA LANDSCAPING, LLC, FOR WEED MOWING AND LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with AAA Landscaping, LLC, for weed mowing and litter abatement, which shall commence on May 1, 2023, and terminate April 30, 2024; and,

WHEREAS, the fees for said services are set forth in the above referenced Contract; and,

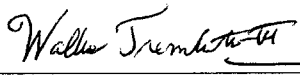
WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with AAA Landscaping, LLC, for weed mowing and litter abatement, in amounts not to exceed those set forth in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of April 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor



March 27, 2023

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

FROM: Liz Becher, Community Development Director *LB*  
Craig Collins, AICP, Building/Code Enforcement Manager *CC*  
Amber Jividen, Code Enforcement Supervisor *AJ*

SUBJECT: Approval of Contracts for the Abatement of Weeds and Litter

Meeting Type & Date:

Regular Council Meeting – April 18, 2023

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize 1 year contracts with AAA Landscaping, LLC, and Brian's Go To Service for weed mowing and litter abatement within the City of Casper, commencing May 1, 2023, and continuing through April 30, 2024.

Summary:

On March 8, 2023 and March 15, 2023, the City's Code Enforcement Division publicly advertised a Request for Bids in the legal section of the Casper Star Tribune, as well as on the City's website, for weed mowing and litter abatement.

The City is in receipt of (2) bids from local contractors for the desired services. Because the above referenced companies have other clients that they do work for, it is important that C have optional contractors they can rely on. Job assignments will be rotated between the two contractors based on their availability and pricing. The Request for Bids, Contracts, and Resolutions are attached for Council's review.

Financial Considerations:

Funding for abatement of weeds and litter is budgeted from the FY 2023/2024 General Fund, Community Development Abatement #6741 line item. Once invoices are received from our Code Enforcement contractors, the property owners/tenants are billed for the services provided.

Oversight/Project Responsibility:

Community Development Department - Code Enforcement Division

Attachments:

- Request for Bid, Resolution, and Contract for Professional Services and Resolution – AAA Landscaping, LLC
- Request for Bid, Resolution and Contract for Professional Services and Resolution – Brian's Go To Service

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services Brian's Go To Service is entered into on this \_\_\_\_ day of April, 2023, 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. Brian's Go To Service 436 Divine Ave, Casper, Wyoming 82601 ("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 hire a Contractor to provide weed and grass control, and litter and trash abatement services.

B. The project requires professional services for the weed/grass cutting, weed/grass removal, and litter/trash removal from designated lots, streets, alleys or other land within the City.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

- A. The Community Development Director or her designee shall designate, in writing, those lots upon which the Contractor shall cut and trim weeds and grass to a height as determined by the Community Development Director or her designee.
- B. The Contractor shall, after cutting and trimming the weeds and grass on said lots, remove all of the same and other litter and/or debris. The Contractor shall remove all debris and/or litter from the site and dispose of it at the City Landfill or other lawful disposal site and pay the required fee for said disposal. Disposal of weeds and grass shall not be charged to the City as litter.

- C. The Contractor shall perform the functions as required herein in a workmanlike manner, and to the satisfaction of the Community Development Director or her designee.
- D. The Contractor shall provide all materials, gas, fuels, labor, transportation, and other equipment necessary to fulfill the Contract.
- E. The Contractor shall be responsible for obtaining all necessary federal, state or local permits, and shall pay the prescribed fees and shall comply with all state and federal labor laws.
- F. In the event the Contractor shall, in the course of clean-up of the lots or other City area, discover any unidentifiable materials, or any materials known or believed by him/her to contain a hazardous, dangerous or toxic substance, the Contractor shall immediately terminate all work on said lot, and report the materials, or condition of the lot to the Community Development Director or her designee.
- G. If the Contractor is unable to complete the work within five (5) days of the job assignment, the Contractor shall notify (by telephone, or email) the Community Development Department, Code Enforcement Division. At that time, the job may be assigned to a different contractor in order for the job to be completed in a timely manner.
- H. The Contractor shall take “before and after” photos of the job site and shall produce them on demand, if necessary. If said photographs cannot be produced to show the work was completed by Contractor, payment may be held by City.
- I. The Contractor shall notify (by telephone or email) the Community Development Department, Code Enforcement Division within 24 hours after each job is completed for verification and clearance of work performed.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 1st day of May 2023, and terminate on April 30, 2024, unless otherwise provided in this Contract.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed the following:

**A: Mowing**

1. If the area to be mowed is 2,500 square feet or less, the cost of mowing shall be billed at \$ .10 per square foot.
2. If the area to be mowed is between 2,501 square feet and 5,000 square feet, the cost of mowing shall be billed at \$ .031 per square foot.
3. If the area to be mowed is greater than 5,000 square feet, the cost of mowing shall be billed at \$ .022 per square foot.
4. The square footage billed for the area mowed shall be calculated based on the property lot size, less any structures, as listed on the Natrona County Assessor's Website, unless otherwise agreed upon in writing. If the City requests a parkway abutting the property to be mowed, the square footage of the parkway shall be added to the invoice.

**B: Litter and Trash Removal**

1. Litter and trash removal shall be \$50.00 per cubic yard remove, transport and dispose of legally.

**\*The minimum charge for small jobs/projects will be \$35.00.**

Allowances for excessive height of weeds or grass, extreme topography, or any other conditions that may affect the costs of performing the work described above must be calculated into the square footage cost, or the cubic yard cost.

4. METHOD OF PAYMENT:

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

invoices must be submitted to the Community Development Department, Code Enforcement Division **within thirty (30) days of job completion**. Late invoices will not be accepted, and therefore, the Contractor will not be paid for services rendered if invoices are received after thirty (30) days of job completion.

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

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

  
\_\_\_\_\_

ATTEST

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

WITNESS

By: Barbara Santmire  
Printed Name: Barbara Santmire  
Title: Admin III, Planning

Brian's Go To Service

By: Brian Walker  
Printed Name: Brian Walker  
Title: owner

# CONTRACT FOR PROFESSIONAL SERVICES

## PART II - GENERAL TERMS AND CONDITIONS

### 1. TERMINATION OF CONTRACT:

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

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

### 2. CHANGES:

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

### 3. ASSIGNABILITY:

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

### 4. AUDIT:

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



this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

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. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, 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.

10. 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.

11. 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.

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.

- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subcontractors*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or

revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. 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.

16. 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.

17. 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.

18. 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.

RESOLUTION NO. 23-77 \_\_\_\_\_

A RESOLUTION AUTHORIZING A CONTRACT WITH  
BRIAN'S GO TO SERVICE FOR WEED MOWING AND  
LITTER ABATEMENT.

WHEREAS, the City of Casper desires to contract with Brian's Go To Service for weed mowing and litter abatement, which shall commence on May 1, 2023, and terminate April 30, 2024; and,

WHEREAS, the fees for said services are set forth in the above referenced Contract; and,

WHEREAS, the Contractor is responsible for obtaining all necessary permits and prescribed fees.

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 with Brian's Go To Service for weed mowing and litter abatement, in amounts not to exceed those set forth in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of April 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:


CITY OF CASPER, WYOMING  
A Municipal Corporation


\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor



April 7, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director  
Alex Sveda, P.E., City Engineer   
Mark Harris, P.E., Associate Engineer II

SUBJECT: Authorizing Creation of Local Assessment District No. 160 – Chinook Trail Improvements

Meeting Type & Date:

April 18, 2023  
Council Meeting

Action Type:

Resolution

Recommendation:

That Council, by Resolution, authorize the creation of Local Assessment District No. 160 – Chinook Trail Improvements

Summary:

Chinook Trail is a gravel road that extends south of Wyoming Boulevard. When Chinook Trail was annexed into the City in the 1990's, approximately 1100-ft of Chinook Trail, immediately south of Wyoming Boulevard, was annexed at the same time.

On March 13, 2023, a public meeting was held with property owners in the project area to discuss the proposed improvements, anticipated costs, and proposed assessments. The overall consensus at the meeting was that property owners were in favor of the improvements and the cost savings of the LAD.

The estimated cost for City Crew to perform the work is \$113,400. Half of this cost will be paid for by the City of Casper, and the remaining half will be paid for by the property owners. The combined total out-of-pocket expenses for property owners are estimated to be \$56,700 as assessed per lot. A separate agreement will be entered into with the property owner in the county, but also benefiting from the improvements.

If intent to create the LAD is approved, assessed property owners will be notified and a series of three (3) public hearings will be scheduled and advertised to take place at subsequent Regular City Council Meetings. After the third public hearing and if written objections are in the amount of less than half of assessed property owners, the LAD will be created and an ordinance established.

Wyoming Statutes (W.S.) govern the process for a city to follow to create a local improvement district. A city has the authority to provide for the making and maintenance of local improvements and to levy and collect a special assessment on the property specially benefited to pay all or part

of the cost of the improvement. Casper Municipal Code refers to the local improvement process as “Local Assessment Districts (LADs).”

General Powers and Duties Overview:

The Casper City Council (Council) may order any improvement and determine its character, kind and extent. For all improvements, it shall designate the kinds and or type of material to be used. It shall provide for the maintenance of an improvement for a specified period not to exceed five (5) years and include the cost of that maintenance in the assessment for making the improvements. Council shall levy and collect an assessment upon all lots, parts of lots, and parcels of land, specially benefitted by the improvements, to defray all or any part of the cost and expense, and to determine which lots, parts of lots, and parcels of land are specially benefitted by the improvements and the amount each is benefitted.

Process

**Resolution of Intention to Create an LAD** – W.S. §§ 15-6-201 through 15-6-202. Any improvement may be initiated directly by Council by resolution declaring its intention to make improvements

**Notice by Publication and Mailing** - W.S. § 15-6-202(d) and (e). Fifteen (15) days prior to the public hearing, the resolution must be published at least once in the newspaper.

In addition to the publication, a copy of the resolution of intention shall be mailed, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of record of the property within the proposed district.

**Objections and Authority to Act** – W.S. §§ 15-6-203 & 204.

- Owners have fifteen (15) days from the publication to file with the City Clerk their written objections to the proposed improvement.
- If protests are filed by the legal owners of record of more than one-half (1/2) of the area of the property subject to assessment, the proposed improvements within that district will usually be abandoned. However, W.S. §15-6-205 provides for an exception if the improvement proposed is to a street and not more than two (2) blocks remain unimproved in the street between improvements already made or proposed to be made; in such event, “the governing body on its own motion may cause the intervening or unimproved part to be improved. The improvement of that part shall not be stayed, defeated or prevented by any remonstrance or other objection, unless the governing body considers the remonstrance or objection proper to stay or prevent the improvement.”

**Public Hearing & Ordinance Ordering Improvement** – W.S. § 15-6-206. Upon the hearing of the resolution of intention, if Council decides to proceed with the improvement, it shall pass an ordinance. After Council passes the ordinance, the City Engineer shall prepare and file with the city clerk plans and specifications which shall show in detail the work to be done, the quantities of material to be handled, and the estimated cost of the improvements. Council shall approve the plans and specifications by motion or resolution.

The City will make the improvements with its own equipment, labor and materials, without contract, or any combination of methods may be followed.

Financial Consideration

\$56,700 from Streets Operational Fund.

\$56,700 from LAD assessments.

Oversight/Project Responsibility

Mark Harris, P.E., Associate Engineer II

Attachments

Resolution

LAD Map

Estimated LAD Assessment

**SLONE, RONALD E ET UX**  
CHINOOK ADDITION  
LOT 1  
1.85 ACRES  
4700 Chinook Trail Rd

**SPENCER, SCOTT C ET UX**  
SCHICKETANZ ADDITION  
LOT 1-2  
1.71 ACRES  
4800 Chinook Trail Rd

**CHYNOWETH, MATTHEW D ET UX**  
ROD FORGEY ADDITION  
LOT 1  
1.71 ACRES  
4850 Chinook Trail Rd

**PHILLIPS, JACKIE D ET UX**  
NOT PLATTED  
1.25 ACRES  
4880 Chinook Trail Rd

**SENSENICH, EDWARD F ET UX**  
CARMAN ADDITION  
LOT 5  
1.69 ACRES  
4980 Chinook Trail Rd

**WELLS, SCOTT ET UX**  
NOT PLATTED  
3.12 ACRES  
5000 Chinook Trail Rd  
NATRONA COUNTY

**SANDEFER, IAN K ET AL**  
NOT PLATTED  
1.56 ACRES  
4860 Chinook Trail Rd

**O'BANNON, RAYMOND L ET UX**  
CARMAN ADDITION  
LOT 4  
1.10 ACRES  
4970 Chinook Trail Rd

To  
SW Wyoming Blvd

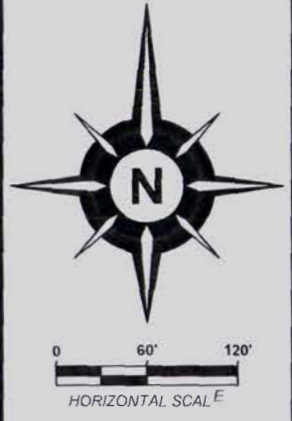
Chinook Trail Road

**BALDWIN, DOUGLAS D ET UX**  
SUNRISE HILLS #2  
LOT 4  
0.48 ACRES  
4890 Yesness Ct

Yesness Ct

S Poplar St

General Notes



**CHINOOK TRAIL ASPHALT SURFACING PROJECT LAD MAP**

CASPER, WY

No.	Revision/Issue	Date

Firm Name and Address

City of Casper  
200 N David St  
Casper, WY 82601

Project Name and Address

Chinook Trail Rd LAD  
Asphalt Surfacing Project  
Estimated Project Cost  
Assessment Map

Project	Sheet
Chinook Trail Rd LAD	01
Date	3/24/2023
Scale	As Noted

**CHINOOK TRAIL**  
**ASPHALT SURFACING PROJECT**  
**ESTIMATED LAD ASSESSMENT**

<b>PROPERTY OWNER</b>	<b>LEGAL DESCRIPTION</b>	<b>ESTIMATED ASSESSMENT BASED ON PER LOT</b>
Slone, Ronald E et ux 4700 Chinook Trail Rd. Casper, WY 82604	Chinook Addition, Lot 1	\$6,650
Spencer, Scott C et ux 4800 Chinook Trail Rd. Casper, WY 82604	Schicketanz Addition, Lot 1 -2	\$6,650
Chynoweth, Matthew D et ux 4850 Chinook Trail Rd. Casper, WY 82604	Rod Forgey Addition, Lot 1	\$6,650
Sandfer, Ian K et al 4860 Chinook Trail Rd. Casper, WY 82604	Not Platted	\$6,650
Phillips, Jackie D et ux 4880 Chinook Trail Rd. Casper, WY 82604	Not Platted	\$6,650
O'Bannon, Raymond L et ux 4970 Chinook Trail Rd. Casper, WY 82604	Carman Addition Lots 4 and 5, Lo	\$6,650
Sensenich, Edward F et ux 4980 Chinook Trail Rd. Casper, WY 82604	Carman Addition Lots 4 and 5, Lo	\$6,650
Baldwin, Douglas D et ux 4890 Yesness Ct. Casper, WY 82604	Sunrise Hills #2 Lot 4	\$3,500
Wells, Scott et ux 5000 Chinook Trail Road Casper, WY 82604	Not Platted	\$6,650

**\$56,700**

RESOLUTION NO. 23-78

A RESOLUTION DECLARING THE INTENT OF THE CITY OF CASPER, WYOMING, TO CREATE A LOCAL ASSESSMENT DISTRICT NO. 160, CHINOOK TRAIL IMPROVEMENTS IN SAID CITY; TO AUTHORIZE THE CONSTRUCTION OF LOCAL IMPROVEMENTS THEREIN; AND TO ASSESS THE COST OR PORTION THEREOF ON THE PROPERTY BENEFITTED THEREBY.

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively, has determined and does hereby determine to establish a local assessment district for the purpose of causing to be constructed therein certain local improvements hereinafter described; and,

WHEREAS, the Council will hold one hearing for the purpose of hearing objections to the City Council declaring its intent to make said improvements.

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

Section 1. Declaration of Intention to Make Improvements.

The Council does hereby declare its intention to make certain local improvements consisting of asphaltic concrete pavement on the street hereinafter designated and to assess the cost thereof on the property benefitted thereby and included within the proposed local assessment district herein described.

Section 2. Name of District

The Council has determined and does hereby determine that:

- A. The local assessment district herein described, as such might hereinafter be modified, shall be known as the "City of Casper, Wyoming, Local Assessment District No. 160, Chinook Trail Improvements" (herein called the "District");

Section 3. Location of Paving Improvements.

The City proposes to establish grades for the following named streets, intersections, and parts of streets, within the City between the termini specified, as such are set forth on the official plats of the subdivisions or additions in said City, now on file and of record, as follows:

LOCATION OF CHINOOK TRAIL IMPROVEMENTS

STREET

PROPOSED IMPROVEMENT

1. Chinook Trail

Asphaltic Concrete Pavement

Section 4. Description of Improvements.

A. The character, kind, and extent of the asphaltic concrete pavement improvements shall be as follows:

1. Chinook Trail as denoted in Section 3 shall include reconditioning of existing sub-base aggregate base course, and installation of a plant mix bituminous base, tack coat, and a plant mix pavement surface course, in accordance with approved City of Casper Standards. The work shall include all necessary removal, excavation, filling, grading, and replacement to design elevations and appurtenant work.

Section 5. Boundaries of the District.

It is proposed to create the District, the boundaries of which lie entirely within the City of Casper, as follows:

Chinook Addition	Lot 1
Schicketanz Addition	Lots 1-2
Rod Forgey Addition	Lot 1
Phillips, Jackie D Et Ux	Not Platted 1.25 Acres (4880 Chinook Trail Road)
Sandefer, Ian K Et Al	Not Platted 1.56 Acres (4860 Chinook Trail Road)
Carman Addition	Lots 4-5
Sunrise Hills #2	Lot 4

Section 6. Determination of Benefits.

The City Council has determined, and does hereby determine, that the method of assessment will result in a distribution of costs among property owners in proportion to the special benefits conferred by the improvements, and that any other method of assessment would result in an inequitable distribution of costs among some owners whose property is benefitted by the improvements.

Section 7. Method of Assessment.

A. Improvements. Each piece of property along which the improvements are to be made shall be assessed by the following method:

1. Each lot and address with "Not Platted" acreage designation shall be assessed \$6,650.
2. The lot designated as Sunrise Hills #2 Lot 4 will be assessed \$3,500.

B. Assessment Liens. Notwithstanding any provision to the contrary, the assessment shall be levied and an assessment lien attached on all, or a piece, of benefitted property so as to avoid the imposition of a lien upon a part of the subdivided lot or partial lot under common ownership and use.

### Section 8. Estimated Costs.

The City of Casper will provide design and construction in-house. The Home Owners will pay half of the material, labor, and equipment cost with the City of Casper paying the other half and performing the work.

The estimated total costs for the total improvement project (including, but not limited to, all incidental improvements or work) are as follows:

1. The estimated total price for installation of streets is \$113,400.
2. The estimated assessable cost to be divided amongst the property owners is \$56,700.

The City's funding source will be from Streets Operational Fund.

### Section 9. Maintenance.

The maintenance of the proposed improvements after their acceptance by the City on said streets, intersections, and parts thereof, shall not be included in the construction contract or contracts, and there shall be no charges for such maintenance included in the assessments for the proposed improvements; provided, however, that nothing herein shall be construed to preclude provision in the contract or contracts relating to the guarantee of improvements thereunder.

### Section 10. Hearing.

The City Council of said City will meet in the City Council Chambers, 200 North David Street, in said City on Tuesday, the 6th day of June, 2023, at the hour of 6:00 p.m., for the purpose of considering any and all remonstrances and objections to said proposed improvements. All written remonstrances and objections to said proposed improvements must be filed in writing with the City Clerk on or before Wednesday, the 24th day of May, 2023, at the hour of 12:00 o'clock Noon, a time not more than fifteen (15) days after the publication of the Resolution of Intent to create said District.

### Section 11. Notice of Hearing.

The City Clerk shall give at least fifteen (15) days' notice to all legal owners of record of the property liable to said assessment for said proposed improvements and to all persons interested, by publishing this resolution in one issue of the *Casper Star-Tribune*, a newspaper published in the City of Casper and of general circulation therein. In addition to such publication, the City Clerk shall mail a copy of the notice of this Resolution of Intent, postage prepaid, at least fifteen (15) days prior to the hearing, to each legal owner of property within the proposed District and to all persons interested. This Resolution, when published as a notice, shall have the title or caption specified in Section 15-6-202, Wyoming Statutes, 1977, as amended, and shall be in substantially the following form:

NOTICE OF INTENT TO CREATE CITY OF CASPER,



WYOMING, LOCAL ASSESSMENT DISTRICT No. 160,  
CHINOOK TRAIL IMPROVEMENTS.

Notice to all persons liable to assessment for the Chinook Trail Improvements. The governing body of the City of Casper on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, passed the following resolution of intention.

RESOLUTION

(Set forth at this point in the notice as actually mailed and published this resolution in full.)

It is hereby determined that the notice herein provided of such hearing is reasonably calculated to inform the parties of the proceedings concerning the District which may directly and adversely affect their legally protected interests.

Section 12. Repeal.

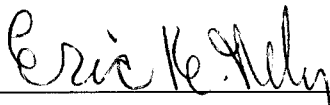
All resolutions, or bylaws, or parts thereof, in conflict herewith are hereby repealed. This repealer shall not be construed to revive any resolution, order, or bylaw or part thereof, heretofore repealed.

Section 13. Severability.

If any section, paragraph, clause, or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Bruce Knell  
Mayor

March 30, 2023

MEMO TO: J. Carter Napier, City Manager *sal*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorize and Purchase of One (1) New Turf Utility Vehicle in the Total Amount of \$45,500.00 for Use by the Casper Municipal Golf Course.

Meeting Type & Date

Regular Council Meeting

April 18, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new turf utility vehicle in the total amount of \$45,500.00 for use by the Casper Municipal Golf Course.

Summary

On March 16, 2023, bids were publicly open for one (1) new turf utility vehicle, two (2) bids were received; One (1) bid from Midland Implement and one (1) bid from Stotz Equipment. Midland Implement bid a TORO HDX Diesel and is lower in cost than Stotz Equipment's bid of a John Deere 2030. However, it did not meet specifications and will not match already City owned attachments that are needed for aeration and top-dressing applications.

This purchase will replace a similar turf utility vehicle that was damaged last season at the golf course and was deemed totaled by the city's property pool carrier the Wyoming Association of Risk Management (WARM). This vehicle is a necessity for heavy-duty golf course maintenance activities such as aeration and top-dressing, these activities take large attachments that fit onto this utility vehicle. The attachments are brand specific and cannot fit onto other manufacturer's vehicles. Other specifications that were not met by the Midland Implement bid were engine size, transmission size, heavy-duty suspension, turf tires, and 4-wheel drive.

Staff recommends moving forward with the Stotz Equipment bid of \$45,500.00 that met all required specifications and was budgeted for \$46,000.00.

As required by Wyoming State Statute 15-1-113(b), the notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks.

The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade Amount</u>	<u>Total</u>
(1) TORO HDX Turf Vehicle	Midland Implement Billings, MT	\$36,545.00	No Trade	\$36,545.00
(1) John Deere 2030 Turf Vehicle	Stotz Equipment Casper, WY	\$45,500.00	No Trade	\$45,500.00

Financial Considerations

Funding comes from the Property and Liability Fund with reimbursement for replacement up to a certain amount by WARM, and Golf Course Reserves funding the difference.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Jason Ostlund, Golf Course Superintendent, after the equipment is received.

Attachments

Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**February 22, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:30pm March 16, 2023** for the following:

**ONE (1) NEW TURF UTILITY VEHICLE**

This vehicle will be used at the Casper Municipal Golf Course which is part of the Parks, Recreation, and Public Facilities Department; unit must have the minimum specifications of:

**General**

**Specifications:** It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) New Turf Utility Vehicle. The unit shall be new and have less than fifty (50) Hours with full factory warranty. 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.

<u><b>ITEM</b></u>	<u><b>MINIMUM SPECIFICATIONS</b></u>	<u><b>BIDDERS SPECIFICATIONS</b></u>
MUST BE EQUAL TO OR AN APPROVED EQUAL TO A JOHN DEERE PRO GATOR 2030A		
1. Engine/ Exhaust System	Factory designed 1000 cubic centimeter displacement, liquid cooled, 3 cylinder diesel, 22 HP minimum	_____ _____ _____
2. Fuel System	Minimum fuel tank capacity of eight (8) U.S. gallons.	_____
3. Drive	Five-speed synchro-mesh with five forward gears and one reverse gear. Maximum speed less than 20mph. Manual engage on demand 4 wheel drive.	_____ _____ _____

**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS  
SPECIFICATIONS**

4. Body/ Chassis

Driver/passenger, utility box, and four post ROPS.  
Cargo box to be 65 inches in length, 50.5 inches in  
width, and 10.5 inches in height.

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5. Suspension

Dual leaf springs and shocks both front and rear.

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6. Operators Station

Driver - Passenger

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7. Steering System

Hydraulic power

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8. Brake System

4 wheel hydraulic drum

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9. Tires

Front – 23x10.50-12 (4 PR)  
Rear – 26x12.00-12 (4 PR)

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10. Alternator

55 amp

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11. Accessories

Hydraulic dump cargo box.

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12. Manuals

Two (2) complete sets of operator's manuals, two (2)  
sets of service manuals, and two (2) sets of parts  
manuals shall be supplied or an acceptable electronic  
version of the above mentioned manuals.

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13. Warranty

Specify in writing, to include all parts and labor F.O.B.  
Casper, for a minimum 12 month period.

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14. Delivery

**Machine shall be delivered with a full tank of fuel,  
properly blended for the weather conditions if  
required.**

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**Unleaded gasoline to be minimum of 85% octane,  
diesel fuel to be at least the minimum requirements  
of blended #2/#1 diesel fuel with proper additives to  
correspond with climate conditions.**

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**A copy of the order confirmation to be provided  
upon completion of order.**

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**Original title shall be provided within 30 days of  
unit delivery to 1800 E. K St., Casper, WY 82601.  
Title to be made out as: City of Casper, 200 N.  
David, Casper, WY 82601.**

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**ITEM**

**MINIMUM SPECIFICATIONS**

**BIDDERS**  
**SPECIFICATIONS**

15. Options

Service software, adapters and/or cables, and any hardware required for diagnostics of the unit shall be provided upon delivery.

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**NOTE: These forms may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) NEW TURF UTILITY VEHICLE  
FOR THE CASPER MUNICIPAL GOLF COURSE OF THE  
PARKS, RECREATION, AND PUBLIC FACILITIES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated February 22, 2023

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_

- I. Price bid for One (1) New Turf Utility Vehicle, as specified \$ \_\_\_\_\_
- II. No Trade \$ \_\_\_\_\_
- III. NET COST TO THE CITY:  
(Total Price) \$ \_\_\_\_\_
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_ calendar days after award of contract by City Council.

Any trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING**  
**SPECIFICATIONS FOR**  
**One (1) New Turf Utility Vehicle**  
**(Approved by the City Attorney, 2014)**  
**Dated the 22 Day of February, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.



**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

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If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

March 30, 2023

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

FROM: Tracey L. Belser, Support Services Director *sub*  
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Heavy-Duty Crew Cab Chassis 4x4 Truck with Dump Body and Accessories in the Total Amount of \$90,840.00, Before Trade and \$83,340.00 After Trade, for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date  
Regular Council Meeting  
April 18, 2023

Action type  
Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new heavy-duty crew cab chassis 4x4 truck with dump body and accessories in the total amount of \$90,840.00, before trade and \$83,340.00 after trade, for use by the Solid Waste Division of the Public Services Department.

Summary

On March 23, 2023 bids were publicly open for one (1) new heavy duty crew cab chassis 4x4 truck with dump body and accessories for the Solid Waste Division. Three (3) bids were received from two (2) local vendors; Greiner Ford of Casper, WY and Fremont Motors of Casper, WY. Greiner Ford submitted one (1) bid for an F-450 truck (\$82,804.00 after trade) and one (1) bid for an F-550 truck (\$83,683.00 after trade). Both trucks bid by Greiner Ford have an estimated delivery wait time of 500 days. Fremont Motors bid a Ram 5500 Truck (\$83,340.00 after trade) and has an expected delivery date of 180 days. Because of the immense difference in delivery times, staff recommends moving forward with the Fremont Motors bid even though it is \$536.00 above Greiner Fords low bid for the F-450. The new Ram 5500 will be used daily to pull a large fuel trailer throughout the landfill property to fuel compactors, dozers, and loaders that do not have the capability to travel to a fueling station.

The vehicle that is being replaced is showing signs of wear greatly because of the environment it resides in at the balefill. Replacement parts and repairs on the trade-in vehicle will overshadow the difference between the bids if we wait 500 days to remove it from our fleet. The trade in vehicle is Unit #141491 age (2009), mileage (83,000), and maintenance charges (\$27,359.00).

Budgeted for this project is \$90,000. The new heavy-duty crew cab chassis is scheduled to arrive in one hundred eighty (180) days from the order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2024 F-450 Crew Cab	Greiner Ford Casper, WY	\$87,580.00	\$4,776.00	\$82,804.00
(1) 2023 Ram 5500 Crew Cab	Fremont Motors Casper, WY	\$90,840.00	\$7,500.00	\$83,340.00
(1) 2024 F-550 Crew Cab	Greiner Ford Casper, WY	\$88,459.00	\$4,776.00	\$83,683.00

The recommended purchase of the heavy duty crew cab chassis from Fremont Motors of Casper, WY meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by balefill reserves.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Sean Orszulak, Solid Waste Superintendent, after the equipment is received.

Attachments

Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
February 16, 2023

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., March 9, 2023** for the following:

One (1) New **Heavy Duty Crew Cab Chassis 4x4 Truck with Dump Body and Accessories**, to be used in the Solid Waste Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Heavy Duty Crew Cab Chassis 4x4 Truck with Dump Body and Accessories**, to be used in the Solid Waste Division of the Public Services Department. This unit shall be new with less than One Thousand Five hundred (1500) miles. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Cab and Chassis**

- American Manufacturer \_\_\_\_\_
- Two keys \_\_\_\_\_
- Mileage: 1500 miles or less (New) \_\_\_\_\_
- Minimum 7.3 L V8 Gasoline Engine \_\_\_\_\_
- Minimum 16,500 Gross Vehicle Weight Rating \_\_\_\_\_
- Minimum 204" Wheelbase and 84" Cab to Axle \_\_\_\_\_
- Automatic Transmission \_\_\_\_\_
- Power Steering \_\_\_\_\_
- Tilt Steering Wheel \_\_\_\_\_
- Power Mirrors \_\_\_\_\_
- Power Windows \_\_\_\_\_

Power Door Locks	_____
Cab – crew cab	_____
Four Wheel Drive	_____
Electronic shift on the fly	_____
Dual Rear Wheel	_____
4.88 Limited Slip Axle and Ratio	_____
Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), all terrain tread.	_____
Spare Tire & Wheel to include Jack & Lug Wrench	_____
AM/FM Radio with Bluetooth Factory Installed	_____
Factory installed 110V/400W Inverter	_____
Heater/Defroster	_____
Four wheel anti-lock braking system	_____
Running boards	_____
Trailer/tow package	_____
Factory Installed Trailer Brake Controller	_____
Class V Reciever Hitch Rated 21,000 pounds with	
7 Wire Trailer Plug	_____
Factory Air Conditioning	_____
Intermittent Wipers	_____
Engine Block Heater	_____
Permanent anti-freeze protection to minus 30 degrees F.	_____
Factory installed back up camera and sensors	_____
Manufacturer’s standard single color, white	_____
Upfitter Switches for Accessories	_____

Cloth seats, matching trim throughout in  
Standard color, Steel or equivalent  
Heavy Duty Vinyl Flooring throughout

\_\_\_\_\_

OEM heavy duty rubber floor mats

\_\_\_\_\_

**Body and Accessories**

Four (per each truck) Maxxima 6 LED Surface Mount  
Emergency Warning Light, white/amber clear lens or  
approved equal. (2) mounted in the front grill and (2)  
mounted at rear of platform bed. All (4) attached  
to lighted switch in cab

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Knapheide Value-MasterX PVMXT-103C Platform  
bed or equal to include:

\_\_\_\_\_  
\_\_\_\_\_

BHRT model tapered bulkhead

\_\_\_\_\_

5" structural long sills

\_\_\_\_\_

Formed 11 ga cross members on 18" centers

\_\_\_\_\_

Tread plate steel deck

\_\_\_\_\_

Internal stake pockets

\_\_\_\_\_

Rear receiver hitch & 7 prong plug

\_\_\_\_\_

Bed and bed understructure with bulkhead and  
Boxes spraylined black

\_\_\_\_\_  
\_\_\_\_\_

**Snow Plow Attachment, Including Installation**

8' - 6" Western PRO Plus snow plow or approved equal

\_\_\_\_\_

Electric over hydraulic controls

\_\_\_\_\_

4 Way operation

\_\_\_\_\_

Handheld controller

\_\_\_\_\_

Rubber snow deflector

\_\_\_\_\_

Installation included

\_\_\_\_\_



**Safety Accessories, Including Installation**

Low profile beacon light, Federal Signal part number 454201 HL – 25, mounted on cab of truck or on top of the bulkhead, whichever is more visible, and wired to a spare upfitter switch.

\_\_\_\_\_

**Miscellaneous**

5 Year 60,000 Mile Power Train Warranty

\_\_\_\_\_

All warranties to begin upon delivery of fully assembled vehicle

\_\_\_\_\_

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs.

\_\_\_\_\_

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

\_\_\_\_\_

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

\_\_\_\_\_

2 complete sets of parts manual and operator’s manuals will be provided for the unit and all attachments included on the unit

\_\_\_\_\_

All parts that are removed to install any aftermarket components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

\_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel

\_\_\_\_\_

Original titles to be delivered to 1800 E. “K” Street, Casper, WY 82601, within 30 days of Vehicle Delivery  
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

\_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit

budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601.  
Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) NEW HEAVY DUTY CAB CHASSIS 4X4 TRUCK WITH DUMP BODY AND  
ACCESSORIES  
FOR THE  
SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT.**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated February 16, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_

- I. Price bid for One (1) new Crew Cab Chassis 4x4 with Body as specified \$ \_\_\_\_\_
- II. Trade-in allowance for Unit 141491 2009 Ford F150 \$ \_\_\_\_\_  
VIN 1FTRX14WX9KB97901
- III. NET COST TO THE CITY (Total Price): \$ \_\_\_\_\_
- IV. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.
- V. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) HEAVY DUTY CAB CHASSIS 4X4 TRUCK WITH DUMP  
BODY AND ACCESSORIES  
(Approved by the City Attorney, 2014)  
Dated the 16th Day of February, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-602:**


**16-6-601. Definitions.**

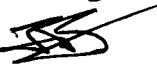
(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief   
 Jason Speiser, Deputy Chief

SUBJECT: Authorize the Purchase of a Bauer Unicus 4s Breathing Air Compressor in the Amount of \$81,097.00 from Weidner Fire Equipment for Use by the Casper Fire-EMS Department.

**Meeting Type & Date**  
 Regular Council Meeting  
 April 18, 2023

**Action type**  
 Minute Action

**Recommendation**  
 That Council, by minute action, authorize the purchase of a Bauer Unicus 4s Breathing Air Compressor in the Amount of \$81,097.00 from Wiedner Fire Equipment for use by the Casper Fire-EMS Department

**Summary**  
 On March 22, 2023 at 1500 bids were publicly opened for a Bauer Unicus 4s Breathing Air Compressor.

As required by Wyoming Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Weidner	135 W 7065 S. Midvale, UT	\$81,097
SeaWestern	128815 NE 124 <sup>th</sup> St. Suite H, Kirkland, WA 98034	\$93,304.43

The recommended purchase of a Bauer Unicus 4s Breathing Air Compressor from Weidner Fire Equipment meets all the required specifications for equipment in this bid specification.



This piece of equipment will be used at Fire Station 1 to refill self contained breathing air bottles for use in IDLH environments. This project is a FY23 Capitals Project (#1018021007) in the amount of \$85,500.

**Financial Considerations**

FY23 Station 1 Breathing Air Compressor Capital Project (\$85,500 Cedar Impact Funds)

**Oversight/Project Responsibility**

Jason Speiser, Deputy Chief

**Attachments**

Request for proposals.

**CITY OF CASPER, WYOMING**



**REQUEST FOR PROPOSALS TO  
FURNISH, DELIVER, AND INSTALL  
(1) BAUER UNICUS 4S ALL IN ONE  
COMPRESSOR SYSTEM  
PROJECT # 1018021007  
PROJECT MANAGER: JASON SPEISER  
PROPOSAL DUE DATE:  
MARCH 22, 2023  
1500**

**CITY OF CASPER**  
**Casper Fire-EMS Department**  
**CITY OF CASPER**  
**March 10, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at City Hall, 200 N David, Casper, Wyoming, **until 3:00 p.m., March 22, 2023** for the following:

**(1) BAUER UNICUS 4S All IN ONE COMPRESSOR SYSTEM AND ACCESSORIES**  
to be used by Casper Fire-EMS Department, Casper, WY.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirements for the furnishing, delivery, and installation of one (1) Bauer Unicus 4s all in one compressor system and accessories. This units shall be new with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer’s standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein:

**Minimum Specifications**

Description	Compliance	
<b><u>GENERAL SPECIFICATIONS</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
1.) High pressure breathing air purification system that meets CGA & NFPA standards for high pressure breathing air.		
2.) Sound attenuated cabinet enclosure with a four cylinder ASME air storage system		
3.)NFPA compliant 3- position containment SCBA fill station.		
<b><u>SYSTEM FOOTPRINT</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
4.) DIMENSIONS L X W X H inches - 101” x 38” x 80”		
5.) WEIGHT pounds - 4350-4550 lbs		
<b><u>STANDARD SCOPE OF SUPPLY</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
4.) BAUER breathing air purification system with B-SECURUS.		
5.) BAUER 7-inch color HMI touch-screen interface.		
6.) Solid-state auto cascade system.		
7.) NEMA 4 rated electrical enclosure with UL listed control panel		
8.) Compressor low oil pressure and high-temperature safety shutdowns-state auto cascade system.		
9.) Emergency stop push button.		

Description	Compliance	
10.) Hinged cascade fill control panel with Lexan laminate air flow/fill schematic		
11.) Audible alarm on safety shutdowns		
12.) Inlet filter maintenance indicator		
13.) Automatic condensate drain system with non-corrosive condensate reservoir and integrated float sensor and automatic "Full" indication and compressor shutdown.		
14.) Four (4) ASME 6000 PSI code stamped air cylinders; Cylinders are rated with a 3:1 SF.		
15.) Sound attenuating enclosure with slam-action latches and lift-off type hinges.		
16.) NFPA 1901 2016 edition compliant 3 position containment fill station accommodates SCBA or SCUBA cylinders up to 31" overall length.		
17.) Manually controlled dual-function 4 bank cascade controls with air direction valve are standard on the 4S models		
18.) Ergonomically designed stainless steel fill adaptors with integral bleed valve.		
14.) BAUER Gas-Tek™ CO monitoring system.		
15.) 3-BAUER RFIDPro SCBA data logging handheld readers.		
16.) 100 ft high-pressure cabinet enclosed hose reel		
<b><u>INSTALLATION</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
17.) Delivery and installation included (electrical hookup to be completed by certified local electrician).		
<b><u>IN-SERVICE TRAINING</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
17.) In service training shall be offered to all three platoons. This will require a four day commitment due to 48/96 shift schedule.		



**PROPOSAL FOR FURNISHING  
ONE (1) BAUER UNICUS 4S All In One Compressor System AND  
ACCESSORIES FOR USE BY THE CASPER FIRE-EMS DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated March 10, 2023.

BID ITEM: \_\_\_\_\_

Description: \_\_\_\_\_

Model: \_\_\_\_\_

I. Price bid for One (1) BAUER UNICUS 4i All In One Compresor	\$ _____
II. BAUER GAS-TEK Gas Monitoring System	\$ _____
III. 3 RFID handheld readers	\$ _____
IV. 100' enclosed hose reel for remote fill	\$ _____
IV. Shipping	\$ _____

XII. Net Cost to City \$ \_\_\_\_\_

XIV. Delivery: F.O.B. City of Casper within \_\_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
(1) BAUER UNICUS 4S All IN ONE COMPRESSOR SYSTEM AND  
ACCESSORIES**

**(Approved by the City Attorney, 2014)**

**Dated the 10th Day of March, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes Section, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Fire Station 1, 200 W. 1st Street, Casper, Wyoming, 82601.



**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by the City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid. However, the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, it shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be used as

grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder or reject all bids at its sole discretion.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-601:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the 45th day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that

Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Jason Speiser, 200 North David Street, Casper, Wyoming, 82601 (307) 233-6601.

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

FROM: Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief

SUBJECT: Authorize the Purchase of a Custom Service Body from Hiway Products in the amount of \$52,196.61 for use by the Casper Fire-EMS Department on Regional Response Deployments

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase a Custom Service Body from Hiway Products in the amount of \$52,196.61 of for use by the Casper Fire-EMS Department on Regional Response Deployments

**Summary**

On March 22, 2023 @ 1500 bids were publicly opened for a Custom Service Body to be installed on a 2024 Ford F550 Crew Cab 4x4 Chassis.

As required by Wyoming Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The only bid submitted was as follows:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
Hiway Products	7905 Agate Rd., White City, OR 97503	\$52,196.61

This recommended purchase of a Custom Service Body meets all the required specifications for equipment in this bid specification.

This custom service body will be installed on a 2024 Ford F550 Crew Cab 4x4 Chassis and will be used as a squad to respond to Regional Response hazmat, technical rescue, and natural disaster events throughout our region when deployed by the Wyoming Office of Homeland Security. Funding for this project is provided through Wyoming Office of Homeland Security grant funding. Grant 20-SHSP-CAS-HRT20 (Project # 1018023039) was awarded for the purchase of this piece of equipment in the amount of \$109,000. The remaining funds associated with this grant are being used to purchase Scott Escape Packs for confined space rescue, and to finish the emergency lighting and striping of the body once it is mounted on the chassis.

**CITY OF CASPER, WYOMING**



**REQUEST FOR PROPOSALS TO  
FURNISH, DELIVER, AND INSTALL  
CUSTOM SERVICE BODY TO BE  
INSTALLED ON A 2024 Ford F550  
CREWCAB 4x4 CHASSIS  
PROJECT MANAGER: JASON SPEISER  
PROPOSAL DUE DATE:  
MARCH 22, 2023 AT 1500**

**CITY OF CASPER**  
**Casper Fire-EMS Department**  
**CITY OF CASPER**  
**March 10, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at City Hall, 200 N David, Casper, Wyoming, **until 3:00 p.m., March 22, 2023** for the following:

- (1) CUSTOM 134"x 60" x 84" SERVICE BODY TO BE INSTALLED ON A 2024 FORD F550 CREWCAB CHASSIS 4X4** to be used by Casper Fire-EMS Department, Casper, WY.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirements for the furnishing, delivery, and installation of one (1) Custom 134"x 60"x 84" Service Body to be installed on a 2024 Ford F550 Crew Cab Chassis. This units shall be new with full factory warranty. Unit shall be installed complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein:

**Minimum Specifications**

Description	Compliance	
<b><u>60" Custom Aluminum Service Body -DRW 2024 FORD F550 CREW</u></b>		
<b><u>84" DUAL WHEEL CAB &amp; CHASSIS Transverse Front</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
<b><u>Compartment</u></b>		
1.) (2) 134"x 23"x8" Basket Openings on each side. No Lids		
2.) Flat Center Hatch- Gladiator Finish		
3.) 12 LED Compartment Lights. 112.50 per compartment including topper boxes. 225 Hatch		
4.) Chassis Back Up Camera Installation		
5.) (2) Gladiator Aluminum Overlays Front and Rear		
6.) (4) Pull Out Steps; 1 on each corner		
7.) (10) White Powder Coat Compartment Doors and Skirts		
8.) Black Power Coat, Topper Box Lids, Baskets, Rear Hatch, Tailgate, Bumper, Camera, Overlays, Deck.		
9.) Front Transverse Compartment 26 1/2 "x 56 1/4" Opening		
10.) Driver's Side Front of Wheel Compartment 26 1/2" x 56 1/4" opening with (2) adjustable shelves.		
11.) Driver's Side Top Over Wheel Compartments 17 3/8" x 36 3/4" Opening		

Description	Compliance	
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- 12.) Driver's Side Bottom Over Wheel Compartment 13 7/8" x 25" opening.  
-Fuel Fill Location behind door in wheel well compartment
- 13.) Driver's Side Rear of Wheel Compartment 56 1/4" x 26 5/8" opening (2) adjustable shelves
- 14.) Heavy Duty Rear Bumper with stop, turn , backup lights, license plate location with light.
- 15.) Rear Bed Compartment with Hatch Lid and Full Extension Slide Out Tray. 33 1/2" x 42 5/8" Opening.
- 16.) Truck Slide XT4000 Long Bed 49.875 X 9.375 X 95.25
- 17.) Passenger Side Rear of Wheel Compartment 56 1/4" x 26 5/8" Opening (2) Adjustable Shelves
- 18.) Passenger Side Top Over Wheel Compartment 17 3/8" x 36 3/4" opening.
- 19.) Passenger Side Bottom Over Wheel Compartment 13 7/8" x 36 3/4" opening
- 20.) Passenger Side Front of Wheel Compartment 56 1/4" x 26 1/2" opening with (2) adjustable shelves
- 21.) Passenger side transverse compartment 26 1/2" x 46 1/4" opening
- 22.) Top Open Cargo Area 50 1/4" x 132".

**INSTALLATION**

**YES**      **NO**

- 23.) Chassis to be drop shipped at installer for body installation.
- 24.) Chassis and installed body to be shipped to Casper, WY

**WARRANTY**

**YES**      **NO**

- 25.) Full lifetime warranty on all components.





**PROPOSAL FOR FURNISHING**  
**1) CUSTOM 134"x 60" x 84" SERVICE BODY TO BE INSTALLED ON A 2024 FORD F550**  
**CREWCAB CHASSIS 4X4**  
**FOR USE BY THE CASPER FIRE-EMS DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated March 10, 2023.

BID ITEM: \_\_\_\_\_  
 Description: \_\_\_\_\_

Model: \_\_\_\_\_

I. Price bid for (1) Custom 134"x 60"x 84" Service Body to be installed on a 2024 Ford F550 Crew Cab Chassis.	\$ _____
II. Installation	\$ _____
III. Shipping to Casper, WY	\$ _____

XII. Net Cost to City \$ \_\_\_\_\_

XIV. Delivery: F.O.B. City of Casper within \_\_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone \_\_\_\_\_

# CITY OF CASPER, WYOMING SPECIFICATIONS FOR

**(Approved by the City Attorney, 2014)  
Dated the 10th Day of March, 2023**

## **I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

## **II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes Section, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

## **III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

## **IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Fleet Services, 1800 East "K", Casper, Wyoming, 82601.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by the City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid. However, the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, it shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be used as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder or reject all bids at its sole discretion.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-601:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the 45th day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties

thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Jason Speiser, 200 North David Street, Casper, Wyoming, 82601 (307) 233-6601.

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

FROM: Jacob Black, Fire Chief  
Jason Speiser, Deputy Chief

SUBJECT: Authorize the Purchase of 10 Scott Hazmat SCBAs, Masks, and 26 Bottles in the amount of \$88,850 from SeaWestern for Use by the Casper Fire-EMS Department on Regional Response Hazmat Calls.

**Meeting Type & Date**

Regular Council Meeting  
April 18, 2023

**Action type**

Minute Action

**Recommendation**

That Council, by minute action, authorize the purchase of 10 Scott Hazmat SCBAs, Masks, and 26 Bottles in the amount of \$88,850 from SeaWestern for use by the Casper Fire-EMS Department on Regional Response Hazmat Calls.

**Summary**

On March 22, 2023 at 1500 bids were publicly opened for 10 Scott Hazmat SCBAs, Masks, and 26 Bottles.

As required by Wyoming Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Vendor</u>	<u>Location</u>	<u>Amount</u>
SeaWestern	12815 NE 124 <sup>th</sup> St., Suite H, Kirkland, WA 98034	\$88,850
MES	700 West Mississippi Ave, Unit E3, Denver, CO. 80223	\$107,328

The recommended purchase of 10 Scott SCBAs, Masks, and 26 Bottles meets all the required specifications for the equipment in this bid specification.

These new hazmat air packs will be used during hazardous material responses when entering into unknown environments when respiratory protection is required. These air packs will be purchased using Wyoming Office of Homeland Security Grant Funds. Grant 21-SHSP-RR2-RR-AET1

**CITY OF CASPER, WYOMING**



**REQUEST FOR PROPOSALS TO  
FURNISH AND DELIVER  
SCOTT HAZMAT AIR-PAK SCBA(S) &  
ACCESSORIES  
PROJECT MANAGER: JASON SPEISER  
PROPOSAL DUE DATE:  
March 22, 2023  
1500**



**CITY OF CASPER**  
**Casper Fire-EMS Department**  
**CITY OF CASPER**  
**MARCH 10, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at City Hall, 200 N David, Casper, Wyoming, **until 3:00 p.m., March 22, 2023** for the following:

**TEN (10) SCOTT X8914026005H04 HAZMAT AIR PACKS WITH C5 QUICK CONNECT REGULATORS , 10 C5 FACE PIECES, (26) 60 MINUTE 4500 PSI CYLINDERS** to be used by Casper Fire-EMS Department, Casper, WY.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirements for the furnishing and delivery of ten (10) Scott X8914026005H04 Air Packs with C5 quick connect regulators, 10 C5 face pieces, (26) 60 minute 4500 psi cylinders . These units shall be new with full factory warranties. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer’s standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein:

**Minimum Specifications**

Description	Compliance	
<b>Self-Contained Breathing Apparatus Requirements</b>	<b><u>YES</u></b>	<b><u>NO</u></b>
1.) The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, positive pressure, mask-mounted regulator with air-saver switch; (3) an automatic dual path redundant pressure-reducing regulator; (4) end-of- service time indicators; (5) a harness and backframe assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/ UAC); (8) Console enabled with accountability and manual alarm button; and (9)cylinder and valve assembly for storing breathing air under pressure.		
<b>Regulatory Approvals</b>	<b><u>YES</u></b>	<b><u>NO</u></b>
2.) The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).		
3.) The SCBA shall be compliant to the NFPA 1981, 2018 Edition, Standard on Open-Circuit Self-Contained Breathing Apparatus for Emergency Services.		
4.) The SCBA shall be compatible with an optional firefighter escape belt that would be compliant to NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services, 2017 Edition.		

Description	Compliance	
5.) All components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.		
6.) The SCBA shall maintain all NIOSH standards with any of the types of cylinders listed as provided by the SCBA manufacturer.		
<b><u>REQUIRED COMPONENTS:</u></b>		
<b><u>FACEPIECE ASSEMBLY (Model: Vision C5)</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
7.) The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications, while also allowing for rehydration (oral) without having to remove the facepiece.		
8.) The facepiece shall enable connection of the mask-mounted regulator by way of a quarter (1/4) turn rotation in a single direction.		
9.) The facepiece shall interface with the mask-mounted regulator, without the use of tools, with an audible click to assure the user that the regulator is properly seated.		
10.) The facepiece assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.		
11.) The facepiece sizes shall be color-coded for ease of identification.		
12.) The facepiece nose cup assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large.		
14.) The facepiece assembly, including head harness, shall not be made with natural rubber latex.		
15.) The facepiece shall include a face seal that is secured to the lens by a U-shaped bezel using no more than two fasteners.		
16.) The face seal shall be a single-reflex design for enhanced comfort and easier donning.		
17.) The facepiece shall contain inhalation valves that are contrasting in color and readily visible to enable quick visual inspection.		
18.) Multi-directional voicemitters shall be recessed on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission around the user.		
19.) The facepiece shall meet the requirements of the NFPA 1981, 2018 Edition standard for nonelectronic communications.		
20.) The face seal shall provide a landing area with ridges to help improve the interface with protective hoods.		
21.) The facepiece shall incorporate attachment points for an optional accessory neck strap.		
22.) The facepiece assembly shall be modular in design to enable ease of upgrading and serviceability.		
23.) The facepiece shall incorporate a RFID tag for asset and maintenance tracking.		
24.) The facepiece shall be capable of submersion for cleaning and disinfecting.		

Description	Compliance	
<b><u>FACEPIECE LENS</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
25.) The lens is a component of the facepiece assembly and shall be a single, replaceable, modified-cone configuration, constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material.		
26.) The lens shall be coated to resist abrasion and meet the requirements of NFPA 1981, 2018 Edition standard for lens abrasion.		
27.) The lens shall have an internal anti-fog coating to reduce fogging of the lens.		
28.) The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.		
29.) The facepiece shall meet the penetration and impact requirements, including compliance with ANSI Z87.1.		
<b><u>HEAD HARNESS</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
30.) The head harness is a component of the facepiece assembly and shall have five points of suspension connection, four of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.		
31.) The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.		
32.) The head harness shall include an integrated handle to assist with donning of the facepiece.		
33.) Two elastomeric straps, attached to the face seal in four locations, shall provide adjustment for proper seal to the face.		
34.) The head harness shall be available in three sizes to accommodate persons of varying facial shapes and sizes.		
35.) The head harness shall be designed for easy removal from the facepiece to assist with cleaning and serviceability.		
<b><u>REGULATOR (Model: E-Z Flo C5)</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
36.) The mask-mounted regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.		
37.) The mask-mounted regulator shall be available in a continuous hose configuration, with an optional inline quick disconnect coupling.		
38.) The optional quick disconnect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and in limited visibility conditions.		
39.) The low-pressure hose shall be equipped with a swivel attachment at the mask-mounted regulator.		
40.) The mask-mounted regulator shall connect to the facepiece by way of a quarter (1/4) turn rotation in a single direction.		
41.) An audible click shall provide notification that the mask-mounted regulator is securely attached to the facepiece.		

**Description****Compliance**

- 42.) The mask-mounted regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- 43.) The mask-mounted regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- 44.) The diaphragm shall include an integrated exhalation valve.
- 45.) The mask-mounted regulator shall include a purge valve for use as an emergency bypass.
- 46.) The mask-mounted regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- 47.) The mask-mounted regulator shall incorporate a Heads-Up Display (HUD) to provide visual alerts to the SCBA user of air status and critical alarm conditions.
- 48.) The HUD shall be recessed into the mask-mounted regulator body to help improve downward visibility through the facepiece.
- 49.) The HUD shall provide visual alerts to the SCBA wearer for electronic personnel accountability report, evacuation, and system integrity alarm.
- 50.) The mask-mounted regulator shall incorporate status lights to assist with remote identification of a user's SCBA air remaining.
- 51.) The mask-mounted regulator shall incorporate a latch mechanism to enable removal from the facepiece.
- 52.) When fully engaged, the latch mechanism shall act as an auto air-saver switch to stop the air flow.
- 53.) An audible click shall provide notification that the latch is fully engaged, and the air-saver switch has been activated to stop the air flow.
- 54.) The mask-mounted regulator shall require a quarter (1/4) turn rotation in a single direction for removal from the facepiece.

**PRESSURE REDUCER WITH SNAP-CHANGE CYLINDER CONNECTION**

- 55.) The pressure-reducing regulator shall be mounted at the waist on the backframe and be coupled to the cylinder valve through a stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet.
- 56.) The cylinder shall be secured to the pressure-reducing regulator with two pull-rings 180° from each other.
- 57.) A stainless-steel rod shall secure each of the pull-rings to prevent removal of the cylinder while the SCBA is pressurized.
- 58.) The stainless-steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 30 psig.

**YES****NO**

Description	Compliance
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59.) In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure-reducing valve and an automatic transfer valve for redundant control.

60.) The back-up pressure-reducing valve shall also be the means of activating the low-pressure alarm devices in the mask-mounted regulator.

61.) This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.

62.) A press-to-test valve shall be included to allow functional testing of the back-up reducing valve.

63.) The pressure-reducing regulator shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low-pressure hose and mask-mounted regulator from being subjected to high pressure.

**END-OF-SERVICE TIME INDICATOR (EOSTI)**

**YES**      **NO**

64.) The SCBA shall have two end-of-service time indicators (EOSTI). One shall be both a tactile and audible alarm, and one shall be a Heads-Up Display (HUD).

65.) The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.

66.) The primary EOSTI shall be located in the positive pressure mask-mounted regulator.

67.) This alarm device shall indicate either low cylinder pressure (35% +/- 2%) or a malfunction of the primary pressure-reducing valve (first stage regulator)

68.) The HUD shall serve as the secondary EOSTI.

69.) The HUD shall be powered by the SCBA's single power supply.

70.) It shall be mounted in the user's field of vision on the positive pressure mask-mounted regulator.

71.) It shall display cylinder pressure in increments of 100%, 75%, 50% and 35%.

72.) The display shall not have a numerical representation of cylinder pressure.

73.) At greater than three quarters cylinder pressure, two green Light Emitting Diodes (LED) shall be illuminated.

74.) At or at less than three quarters cylinder pressure, one green LED shall be illuminated.

75.) At or at less than one-half cylinder pressure, one "yellow" LED shall be illuminated and flash at a rate not not less than one (1x) time per second.

76.) At 35% cylinder pressure, one "red" LED shall be illuminated and flash at a rate to exceed ten (10x) times per second.

77.) The HUD shall have a low battery indication that is distinct and distinguishable from the cylinder pressure indications.

**BACKFRAME AND HARNESS ASSEMBLY**

**YES**      **NO**

78.) A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.

79.) The backframe shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user's back.

80.) The backframe shall include a shroud to streamline hose and wire management by minimizing exposure of the low-pressure hose and electronics molded cable.

81.) The backframe shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45, or 60-minute cylinders

82.) The harness assembly shall include a waist pad and shoulder pads constructed of an outer shell material and incorporating a closed-cell foam design to help minimize water absorption.

83.) The harness assembly shall incorporate parachute-type, quick-release buckles with an integrated bail to help secure the webbing.

84.) The harness assembly shall consist of a one-size, black, para-aramid strap with two red stripes along the outer edges and a reflective stripe in the center for enhanced visibility.

85.) The harness assembly shall include a seat-belt type waist belt attachment.

86.) The harness assembly shall include box-stitched construction with no screws or bolts.

87.) The harness assembly shall be removable from the backframe without the use of tools

88.) The harness assembly shall be machine washable to help with exposure reduction.

89.) The harness assembly shall accommodate a waist belt extension.

90.) The waist pad shall be attached to the backframe such that movement by the wearer provides natural articulation. Articulation shall be accomplished without the use of mechanical devices.

91.) The waist pad and belt shall freely wrap around and conform to the user's hips.

92.) The shoulder harness shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency to drag a downed firefighter to safety.

93.) The DRL shall be sewn into the shoulder harness assembly and shall provide a horizontal pull strength of 1000 lbs.

94.) The DRL shall be stored in a manner to prevent accidental snag but maintain accessibility with gloved hands.

95.) The shoulder harness shall be attached to the backframe such that the harness presents itself for ease of donning.

Description	Compliance	
96.) The shoulder harness shall include reflective material to enhance the visibility of the user in low-light conditions.		
97.) The shoulder harness shall accommodate two distinct positions for a chest strap attachment.		
<b><u>RAPID INTERVENTION CREW / UNIVERSAL AIR CONNECTION (RIC/UAC)</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
98.) The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2018 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard.		
99.) The RIC/UAC shall be an integral part of the pressure reducer and protected by the backframe.		
100.) The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve		
101.) The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA		
102.) The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.		
103.) The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.		
<b><u>CYLINDER AND VALVE ASSEMBLY</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
104.) The cylinder valve shall be a "fail open" type, constructed of forged aluminum.		
105.) There shall be no mandatory maintenance required on the cylinder valve.		
106.) If the SCBA is equipped with a Compressed Gas Association (CGA) threaded cylinder connection, the cylinder valve outlet shall be a modification of the CGA standard threaded connection number 346 for breathing air for 2216 psig. and CGA 347 for 4500 and 5500 psig. systems.		
107.) If the SCBA is equipped with a Snap-Change cylinder connection, the cylinder valve shall be designed with a patented stainless steel quick connect snout that delivers air directly to the first stage pressure-reducing regulator. The quick connect snout shall be an integral part of the cylinder valve, rather than an adapter that threads onto the CGA fitting		
108.) If the SCBA is equipped with a Snap-Change cylinder connection, the cylinder valve shall be offered with a CGA 346 or CGA 347 fitting for the purposes of filling the cylinder only.		
109.) If the SCBA is equipped with a Snap-Change cylinder connection, the fill fitting shall have a check valve to prevent flow from the cylinder.		
110.) If the SCBA is equipped with a Snap-Change cylinder connection, the fill fitting shall be provided with a dust cover, retained the the cylinder valve, to protect threads from damage and prevent interior surfaces from being contaminated when not in use.		

Description	Compliance	
<p>111.) Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting “lock open service” or “non-lock open service”; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.</p>		
<p>112.) The cylinder valve shall have an RFID tag molded into the elastomeric bumper with a universal RFID marking embossment</p>		
<p>113.) .The RFID tag shall be capable of storing product specific information, including serial number, manufacture date, hydrostatic test date, pressure rating, life expectancy, and fill logs.</p>		
<p>114.) The SCBA shall maintain all NIOSH and NFPA standards with any of the types of cylinders listed as provided by the SCBA manufacturer.</p>		
<p><b><u>CYLINDER-TYPE – CARBON-WRAPPED</u></b></p>	<p><b><u>YES</u></b></p>	<p><b><u>NO</u></b></p>
<p>115.) The cylinder shall be manufactured in accordance with Department of Transportation (DOT) specifications and meet the Transport Canada requirements with working pressures of 2216, 4500, or 5500 psig.</p>		
<p>116.) The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.</p>		
<p>117.) The cylinder shall have a 2D barcode located under the protective gel coat programmed with the following information, at a minimum: serial number, manufacture date, and hydrostatic test date.</p>		
<p>118.) The cylinder shall be available in a 30-minute, 45-minute, 60-minute or 75-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).</p>		
<p>119.) The cylinder shall be available in an approved 30-year life design as defined by the DOT Special Permit 14232</p>		
<p><b><u>HAZMAT CONSOLE WITH ACCOUNTABILITY AND MANUAL ALARM</u></b></p>	<p><b><u>YES</u></b></p>	<p><b><u>NO</u></b></p>
<p>120.)The HazMat console shall be of a golden-yellow color so as to easily distinguish it from PASS-equipped SCBA.</p>		
<p>121.)Operation of this console shall be initiated with the opening of the valve of a charged SCBA cylinder.</p>		
<p>122.)The system shall operate from a single power source containing six “AA” batteries.</p>		
<p>123.)The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.</p>		
<p>124.)When the manual alarm is activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.</p>		
<p>125.)The locating system shall be programmable with eight alpha-numeric characters to provide identification information.</p>		



126.)The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.

127.)The system shall provide bi-directional communications between incident command and the SCBA wearer.

128.)The communication shall contain: the user's name or ID, cylinder pressure, alarms, alarm acknowledgement, evacuation status, evacuation acknowledgement, withdraw status, withdraw acknowledgement, system status, and electronic PAR status.

129.)The device shall contain two components: a Console and a Sensor Module.

### **CONSOLE**

130) The console shall be located on the user's right shoulder harness.

131.) The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.

132.) The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.

133.) The console shall display to the user the following:

- Manual Alarm: dual flashing red LEDs and a flashing alarm icon;
- Low Battery: red flashing LED's;
- Normal System Operation: flashing green LED.

134.) The console shall also include icons to indicate:

- Range status
- Evacuation Withdraw (self-evacuation)
- Electronic Personnel Accountability Report (ePAR)
- When the system is ready to receive the user's ID through an RFID card

135.) The console shall contain a photo sensing diode that automatically adjust the brightness of the HUD as the ambient lighting conditions change.

136.) The console shall contain an integrated RFID tag.

137.) The console shall contain push buttons for user interface

138.) The push buttons shall be designed to minimize accidental activation.

139.) A yellow color-coded push button shall permit system reset.

140.) A red color-coded push button shall permit manual activation of the manual alarm mode.

141.) A gray color-coded push button shall permit the activation of the withdraw mode.

142.) The console shall be equipped with a LED "External HUD" allowing others to determine the user's cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.

Description	Compliance	
143.) A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.		
144.) A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.		
145.) A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% of the rated cylinder pressure.		
<b><u>SENSOR MODULE</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
146.) The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage.		
147.) The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.		
148.) The sensor module sound emitters shall be oriented in multi directions for optimal sound projection.		
149.) The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:		
<ul style="list-style-type: none"> <li>- Manual Alarm</li> <li>- Electronic Personnel Accountability Report (ePAR)</li> <li>- EVAC</li> <li>- System Integrity</li> <li>- Low battery</li> </ul>		
150.) The visual indicators on the backframe-mounted sensor module shall flash green during normal operation.		
151.) The visual indicators shall flash red when the device is in pre-alarm and manual alarm.		
152.) The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.		
153.) The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% of the rated cylinder pressure.		
154.) The sensor module shall have a Bluetooth chipset integral to the unit to provide wireless connectivity to external devices.		
<b><u>WARRANTY</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
155.) The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.		
156.) The warranty period shall be for as long as the SCBA is owned by the original purchaser.		
157.) This warranty shall not require a registration in order to activate.		
158.) This warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.		
<b><u>IN-SERVICE TRAINING</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
159.) In service training shall be offered to all three platoons. This will require a four day commitment due to 48/96 shift schedule.		



**PROPOSAL FOR FURNISHING**

**TEN (10) SCOTT X8914026005H04 HAZMAT AIR PACKS WITH C5 QUICK CONNECT REGULATORS , 10 C5 FACE PIECES, (26) 60 MINUTE 4500 PSI CYLINDERS FOR USE BY THE CASPER FIRE DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated March 10, 2023.

BID ITEM: \_\_\_\_\_

Description: \_\_\_\_\_

Model: \_\_\_\_\_

I. Price bid for Ten (10) New Scott X8914026005H04 hazmat air packs with C5 quick connect regulators.	\$ _____
II. Price bid for Ten (10) C5 Face pieces.	\$ _____
III. Price bid for Twenty-Six (26) cylinders and valve assemblies, carbon, 60 minute, Snap Change , 4500 psi cylinders	\$ _____

IV. Net Cost to City \$ \_\_\_\_\_

V. Delivery: F.O.B. City of Casper within \_\_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Phone \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
TEN (10) SCOTT X8914026005H04 HAZMAT AIR PACKS WITH C5 QUICK  
CONNECT REGULATORS , 10 C5 FACE PIECES, (26) 60 MINUTE 4500 PSI  
CYLINDERS**

**(Approved by the City Attorney, 2014)**

**Dated the 10th Day of March, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes Section, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, City Hall, 200 N. David, Casper, Wyoming, 82601.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by the City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid. However, the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, it shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be used as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder or reject all bids at its sole discretion.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-601:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the 45th day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.




**XIII. GOVERNING LAW:**



In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Jason Speiser, 200 North David Street, Casper, Wyoming, 82601 (307) 233-6601.

April 11, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director   
Alex Sveda, P.E., City Engineer   
Zulima Lopez, Parks, Recreation & Public Facilities Director  
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Bids Received for the City Hall Project S.A.F.E. Asbestos Abatement

Meeting Type & Date  
Regular Council Meeting  
April 18, 2023

Action Type  
Minute Action.

Recommendation  
That Council, by minute action, reject all bids received for the City Hall Project S.A.F.E. Asbestos Abatement, Project No. 22-010.

Summary  
On April 11, 2023, a bid was received from one (1) contractor for asbestos abatement for the City Hall Project S.A.F.E. Building Project. The bid for the work was as follows:

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>BASE BID</u>
Windriver Environmental	Lander, Wyoming	\$42,919.00

The estimate for the project was \$46,000, prepared by the City's architect, State Line No. 7 Architects.

The single bid received did not include the required signature on the Bid Form and no bid was submitted for the Add Alternate #1 item, which includes asbestos abatement associated remodel of the Council Chambers. These two deficiencies are not simple informalities, and it is recommended to reject the single bid and immediately re-bid the project to keep pace with the ongoing schedule of the City Hall Project S.A.F.E. Building Remodel.


Financial Considerations  
Funding for the project is from Capital Reserves.

Oversight/Project Responsibility  
Scott R. Baxter, P.E., Associate Engineer, Public Services Department.

Attachments  
None

April 13, 2023

MEMO TO: City Council  
J. Carter Napier, City Manager

FROM: Eric K. Nelson, City Attorney   
Wallace Trembath, Deputy City Attorney *W.T.*

SUBJECT: Release and Settlement of Claims for the CATC Litigation

**Meeting Type & Date**

Regular City Council Meeting  
April 18, 2023

**Action Type**

Resolution Ratification

**Recommendation**

That City Council approve the Release and Settlement of Claims (hereinafter "Settlement Agreement") in Case No. 22-CV-45-J, in the United States District Court for the District of Wyoming (hereinafter, "lawsuit").

**Summary**

The Casper Area Transportation Coalition, Inc. (hereinafter "CATC"), brought the above-described lawsuit against the City of Casper, Wyoming (hereinafter "City") and the City counter-sued. After extensive negotiations between the litigants, and Council's direction to seek resolution of the lawsuit within certain parameters, the litigants have agreed to settle the case.

In order to expedite settlement, the Mayor signed the Settlement Agreement, and that Settlement Agreement needs to be ratified by City Council.

The litigants also agreed to a joint press release, and to keep the other terms of the Settlement Agreement confidential to the extent possible under the Wyoming Public Records Act.

Upon execution of the Settlement Agreement by all the litigants, and no later than April 26, 2023, CATC will file the necessary documents to dismiss the case.

**Financial Considerations**

The City will receive settlement funds in accordance with the Settlement Agreement.

**Oversight/Project Responsibility**

Eric Nelson or Wallace Trembath, City Attorney's Office

**Attachment**

Resolution

RESOLUTION NO. 23-79

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE AND APPROVING A RELEASE AND SETTLEMENT OF CLAIMS.

WHEREAS, Casper Area Transportation Coalition, Inc., ("CATC") brought a complaint in *Casper Area Transportation Coalition, Inc., Plaintiff, vs. City of Casper and John Henley, in his individual capacity, defendants, United States District Court for the District of Wyoming*, Case No. 22-CV-45-J, in the United States District Court for the District of Wyoming (hereafter "lawsuit") seeking monetary damages, injunctive relief and attorney fees; and,

WHEREAS, the City of Casper counterclaimed for breach of contract and other claims in the lawsuit seeking monetary damages; and,

WHEREAS, the Parties believed that each party would prevail on their respective claims but believe it is in the best interests of the public to settle their disputes; and,

WHEREAS, Parties agreed to a joint press release, and to keep the other terms of the *Release and Settlement of Claims* confidential to the extent possible under the Wyoming Public Records Act; and,

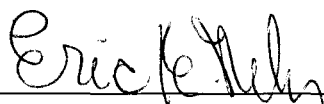
WHEREAS, in the interest of meeting certain deadlines in the matter, the Mayor executed the *Release and Settlement of Claims* on April 13, 2023; and,

WHEREAS, the Governing Body of the City of Casper Wyoming desires to ratify the Mayor's Signature on the *Release and Settlement of Claims*.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, this Resolution Ratifying the Mayor's Signature and Approving a Release and Settlement of Claims.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING,  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor