

COUNCIL MEETING AGENDA

Casper City Council

The Lyric, 230 W Yellowstone Hwy

Wednesday, July 5, 2023 at 6:00 p.m.



COUNCIL POLICY ON PUBLIC COMMENT

- I. Members of the public wishing to speak to an item already on the agenda, other than a public hearing or ordinance reading, 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 obscenities or threats will be tolerated.
 - 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 referred to the City Manager. Public hearing comments and presentations will be limited to five minutes or less per person, and no time extensions will be permitted.
- IV. If Council chooses to address public comments, this will be done during the “Introduction of Measures and Proposals by City Council”.
- 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 meeting.

Public input via email is encouraged: CouncilComments@casperwy.gov

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES
 - A. Consideration of **Minutes of the June 16, 2023 Emergency Council Meeting**, as Published in the Casper Star-Tribune on June 27, 2023.
 - B. Consideration of **Minutes of the June 20, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on June 29, 2023.
 - C. Consideration of **Minutes of the June 20, 2023 Executive Session**.

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4. CONSIDERATION OF BILLS AND CLAIMS

5. COMMUNICATIONS

A. From Persons Present

6. ESTABLISH PUBLIC HEARINGS

A. Consent

1. Establish July 18, 2023 as the Public Hearing Date for Consideration of:

- a. Consideration of an Annexation, Plat, and Zoning Request Creating the **JTL Group Inc. Addition Subdivision** and the Associated Subdivision Agreement.
- b. Consideration of an Annexation, Plat, and Zoning Request to Create the **Elkhorn Village Addition No. 3 Subdivision** and the Associated Subdivision Agreement.
- c. Changes to City of Casper Ordinances, Chapter 6.04.040, Keeping Pets, Livestock or Fowl; Limitations, **Feeding of Non-Domesticated Animals Prohibited**.
- d. An Ordinance in **Support of Continuing the Fifth Cent Optional General Purpose Excise Tax** Pursuant to Wyoming Statutes Section 39-15-203 (a) (i) (F) (II).

2. Establish September 5, 2023 as the Public Hearing Date for Consideration of:

- a. A Resolution to Determine if the **Annexation of 4.78-Acres, More or Less, Creating the JTL Group Inc. Addition Subdivision**, Complies with W.S. §15-1-402.
- b. A Resolution to Determine if the **Annexation of 0.85-Acres Being Incorporated into the Proposed Elkhorn Village Addition No. 3 Subdivision** Complies with W.S. §15-1-402.

7. THIRD READING ORDINANCES

A. Amending Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370, and 15.28.440 of the Casper Municipal Code, and **Adopting the 2023 NFPA 70, National Electrical Code (NEC)**.

1. Communications from Persons Present

B. **Creating City of Casper, Wyoming Local Assessment District No. 160** (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.

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1. Communications from Persons Present

8. RESOLUTIONS

A. Consent

1. Authorizing an Agreement with JTL Group, dba **Knife River**, for the **Coffman Avenue Improvements – Skyridge to W. 25th Street**, Project 19-030. (Continued from 06/20/23 Meeting)
2. Authorizing **Amendment #1 to the License Agreement** with NCWOCS MPL 33 - Year Sites Tower Holdings LLC for an Existing Wireless Communication Facility Located at **1903 North Poplar Street**.
3. Authorizing an Agreement with **Myers & Sons Construction, LP**, for the **Sam H. Hobbs Waste Water Treatment Plant Secondary Treatment Rehabilitation**, Phase 2, Project No. 23-002.
4. Entering into an **Improvements Contract with Scott Wells and Thea Wells**.
5. Authorizing an Agreement with **Treto Construction, LLC**, for the **Westridge Improvements Phase 1**, Project No. 21-065.
6. Authorizing an Agreement with **Pinnacle Construction, Inc.**, for the **Fire Station No. 3 Roof Replacement**, Project No. 19-034.
7. Authorizing a Procurement of Goods Agreement with **Z&M Enterprise, LLC for UV Disinfection System Components** for Use at the **Sam H. Hobbs Wastewater Treatment Plant**.
8. Authorize an **Amendment to the Revocable License Agreement for Installation of Protective Bollards** with Natrona County for the Townsend Justice Center.
9. Approving the Replat **Creating the North Casper Addition No. 3** and the Associated Subdivision Agreement.
10. Authorizing **Acceptance of a Grant** from the **Wyoming Governor’s Big Game License Coalition**.
11. Authorizing a **Lease Agreement** Between the City of Casper and **Central Wyoming Senior Services, Inc.**

9. MINUTE ACTION

A. Consent

1. Authorize the **Reappointment of Mike Cometto** to the **Casper Natrona County Health Department Board**.

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10. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

11. ADJOURN INTO EXECUTIVE SESSION – LAND ACQUISITION, PERSONNEL & LITIGATION

12. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, July 18, 2023 – The Lyric
6:00 p.m. Tuesday, August 1, 2023 – The Lyric

Work Sessions

4:30 p.m. Tuesday, July 11, 2023 – The Lyric
4:30 p.m. Tuesday, July 25, 2023 – The Lyric

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 - EMERGENCY MEETING
The Lyric
June 16, 2023

1. ROLL CALL

Casper City Council met in an emergency session at 3:00 p.m., Friday, June 16, 2023. Present: Councilors Gamroth, Bond, and Vice Mayor Pacheco, and Mayor Knell. Councilors Jensen, Engebretsen, and Jensen joined the meeting virtually. Absent: Councilors Pollock and Cathey.

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

2. RESOLUTION

Following resolution read:

RESOLUTION NO. 23-117

A RESOLUTION AUTHORIZING THE DECLARATION OF A
DISASTER AND EMERGENCY FOR CASPER, WYOMING
DUE TO FLOODING.

Councilor Gamroth presented the foregoing resolution for adoption. Seconded by Vice Mayor Pacheco. Mayor Knell opened the item up for discussion. He explained that this declaration is required in order for insurance to provide coverage for property owners that experienced damage from the flooding. City Manager Napier explained that Casper and the County declaring disasters will help sync emergency management and help to provide relief. Mayor Knell stated that the flooding has shown how strained the stormwater system and emphasized the improvements that need to be done to the stormwater system.

Councilor Cathey joined the meeting virtually at 3:07 p.m.

Motion passed.

3. ADJOURNMENT

Moved by Vice Mayor Pacheco, seconded by Councilor Gamroth, to, by minute action adjourn the emergency meeting. Motion passed. The meeting was adjourned at 3:09 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

COUNCIL PROCEEDINGS
 Regular Council Meeting - The Lyric
 June 20, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:05 p.m., Tuesday, June 20, 2023. Present: Councilors Gamroth, Jensen, Cathey, Bond, Vice Mayor Pacheco, and Mayor Knell. Absent: Councilors Haskins, Engebretsen and Pollock.

Moved by Councilor Bond, seconded by Councilor Cathey to, by minute action, excuse the absence of Councilors Haskins, Engebretsen, and Pollock. Motion passed.

2. PLEDGE OF ALLEGIANCE

Councilor Cathey led the audience in the pledge of allegiance.

3.A. REGULAR MEETING MINUTES APPROVAL

Moved by Councilor Cathey, seconded by Vice Mayor Pacheco to, by minute action, approve the minutes of the June 6, 2023 Regular Council Meeting, as published in the Casper Star Tribune on June 17, 2023. Motion passed.

3.B. REGULAR MEETING MINUTES APPROVAL

Moved by Councilor Cathey, seconded by Vice Mayor Pacheco to, by minute action, approve the minutes of the June 6, 2023 Executive Session.

4. GENERAL BILLS & CLAIMS

Moved by Councilor Gamroth, seconded by Councilor Bond to, by minute action, approve payment of the June 20, 2023, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 06/20/23

6HGroup	Goods	1,627.24
71Const	Goods	221,693.74
ARickert	Reimb	45.00
ASchulz	Reimb	1,264.18
ABYMnfctng	Goods	789.25
AceHrdwr	Goods	110.53
ACTreeSrv	Goods	700.00
ActnGlass	Services	538.50
AffktvSftwr	Goods	1,897.56
Airgas	Goods	1,881.81
AirInnvtns	Services	95.00
Alsco	Services	2,040.93
AMBI	Services	1,268.19
Amrgs	Goods	209.74
AmrTech	Services	48,786.72
AMSgnl	Goods	11,814.72

ARCoFNC	Services	5,833.38
AT&T	Services	8,129.98
AtIntcElctrc	Services	66,187.00
Atlas	Goods	2,379.92
BNolasco	Refund	142.00
BWilliams	Reimb	150.00
BdgrMtr	Services	162.87
BarcoMncplPrdcts	Goods	2,450.00
BiddleCnsltng	Services	2,495.00
BlkHillsEnrgy	Utilities	604.53
BrntagPac	Goods	39,204.90
CHinton	Reimb	171.79
CMockensturm	Refund	50.00
CSimons	Reimb	81.97
ClbrHldngs	Services	3,610.31
CsprCrosshairs	Refund	210.00
CsprNCHealth	Services	47,914.33
CsprStrTrb	Services	13,646.80
CsprTire	Services	1,320.00
CsprVtrnry	Services	638.86
CWRWS	Goods	606,386.93
CntryLnk	Utilities	2,671.81
CrtfdBlnc	Goods	124.00
CtyCspr	Services	680,083.62
CivilEngnrng	Services	42,890.00
CMITeco	Services	127,182.72
CocaCola	Services	33.00
CommTech	Services	5,546.20
CnsnsCldSltns	Services	200.58
Cnvrgn	Goods	21,409.37
CPSDstrbtrs	Goods	17.98
CPU	Goods	7,524.00
CrwnCnstrctn	Services	29,516.00
CSCnsltng	Services	160.00
DBauer	Reimb	146.99
DCourtade	Reimb	800.00
DckrAuto	Services	236.08

DPCIndstrs	Goods	26,482.59
DynmcCtrls	Services	55,689.00
EcnltCntrlPrdcts	Goods	16,478.00
ElctrncRecyclrs	Services	6,640.40
EmrgncyMdcl	Services	450.00
EnrgyLabs	Services	2,784.00
EngnrngEcnmcs	Services	3,080.00
EqlzdPrdctns	Services	150,102.53
ExpSvcs	Services	2,324.07
FHiday	Reimb	361.94
FirehsePizza	Refund	1,517.50
FIB	Goods/Invstmnts	6,865.50
FshrScentfc	Goods	343.20
FoxstrOpco	Goods	1,110.00
FrmntMtr	Goods	44,771.00
Galls	Goods	1,479.98
GloblPymnts	Goods	946.00
GoodYrTire	Services	321.00
Grngr	Goods	898.87
GrrrMotr	Services	45,652.98
GSGArchtr	Services	8,032.10
HrvrdDrugGrp	Goods	294.71
HDREngnrng	Services	44,897.83
Homax	Goods	99,118.07
HonnenEquip	Services	17,011.81
IME	Services	479.00
IndstrlScrn	Services	2,520.00
Iskrem	Goods	264.31
ITCElctrl	Services	5,150.00
JGall	Reimb	368.02
JacobsEngnrng	Services	45,932.36
JDCInvstgtns	Services	2,800.00
JshStrHs	Funding	8,450.00
KnfRvr	Goods/Services	12,824.57
LHubbard	Services	650.00
LawsnPrdcts	Services	900.00
Lisa'sSpnSpn	Services	1,220.00

MBrattis	Reimb	654.35
MKolker	Reimb	31.70
MlgrdCnstrctn	Services	303,236.36
MLAuto	Services	1,453.82
MotorlaSltns	Services	450.65
MtnStLitho	Services	553.46
MtnWstTech	Services	595.32
MuniEmrgncySrvc	Goods	11,224.00
NCCnsrvtnDstrct	Funding	40,000.00
NewcmTech	Goods	1,200.00
Norco	Goods	664.75
OneCall	Services	1,281.00
PSmith	Reimb	107.08
PeakGeosltns	Services	18,738.15
Pedens	Goods	1,165.79
PtrbltOfWyo	Services	6,547.43
PlatteRvrTrlsTrst	Services	60,000.00
PoliceFciltyDsgnGrp	Services	324,767.00
PstlPros	Services	14,526.72
Prntwrks	Services	311.27
QltyAuto	Refund	9.00
RailRdMgmt	Services	1,831.69
RpblcPrkng	Services	202.00
RvrOaksComm	Services	935.00
RckyMtnAirSltns	Goods	4,125.68
RckyMtnPwr	Utilities	172,421.91
RodlphBros	Services	264.00
RootrSwr	Services	1,279.36
SBoyle	Reimb	190.27
SaltCrkWldng	Goods	2,700.00
Sawyer	Services	150.97
SkylneRnchs	Services	205.96
Smrsh	Services	2,247.90
SmthPsych	Services	1,200.00
Sonny'sRV	Goods	380.98
SouthPawK9	Services	1,820.50
StOfWyo	Services	6,659.85

StatelineNo7	Services	3,104.50
StrIngInfosystms	Services	2,629.48
StpStck	Goods	785.00
StotzEqpmnt	Services/Goods	36,827.52
SummitElctrc	Services	585.83
SummitFire&Scrty	Services	321.25
SWI	Services	1,676.11
TAllen	Reimb	265.00
TGilbert	Reimb	973.25
TrgtSpcltyPrdcts	Goods	761.03
Thtchr	Goods	18,642.00
TheWash	Services	22.62
TopOffc	Goods	626.26
TrnsUnionRsk	Services	192.00
TretoCnstrctn	Services	72,105.00
TriStOilReclm	Services	1,242.00
TriStTrk&Eqpmnt	Services	4,500.00
Unifrms2Gear	Goods	379.38
UnvrstyOfWyo	Services	643.25
VeoliaEsTech	Services	289.89
VrznWrsls	Services	956.95
VRC	Services	367.96
WDevore	Refund	225.00
WyneColemnConst	Services	6,620.54
WlbrnSlvn	Services	3,525.00
WstLndPrk	Services	2,110.15
WH	Services	1,123.96
WLCEngrng	Services	7,264.51
WSP	Services	1,037.90
WyoDOT	Services	1,643.91
Wyo1stAid	Goods	153.29
WyoMchnry	Services	3,810.38
WyoSgns	Services	5,160.00
WyoSteel&Rcyclng	Services	2,220.00
Xerox	Goods	202.06
ZonrSystms	Services	26,499.84
Total		3,827,914.11

5. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council was: Leonard Hubbard, regarding damage to his property on Immigrant Trail.

6.A.1. PUBLIC HEARING - RESOLUTION

Mayor Knell opened the public hearing for the consideration of a resolution for the third amendment to the current budget for the fiscal year ending June 30, 2023.

City Attorney Nelson entered two (2) exhibits: correspondence from Jill Johnson to J. Carter Napier, dated June 14, 2023; and an affidavit of publication, dated June 12, 2023. City Manager Napier provided a brief report.

There were no citizens to speak for or against the resolution. The public hearing was closed.

Following ordinance read:

RESOLUTION NO. 23-118
A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE
FISCAL YEAR ENDING JUNE 30, 2023 (THIRD AMENDMENT TO
THE ORIGINAL ADOPTED BUDGET).

Councilor Gamroth presented the foregoing resolution for adoption. Seconded by Councilor Bond. Motion passed.

6.A.2. PUBLIC HEARING - RESOLUTION

Mayor Knell opened the public hearing for the consideration of a resolution making appropriation of fund for Fiscal Year 2023 to 2024.

City Attorney Nelson entered two (2) exhibits: correspondence from Jill Johnson to J. Carter Napier, dated June 8, 2023; and an affidavit of publication, dated June 12, 2023. City Manager Napier provided a brief report.

There were no citizens to speak for or against the resolution. The public hearing was closed.

Following ordinance read:

RESOLUTION NO. 23-119
A RESOLUTION MAKING APPROPRIATIONS OF FUNDS TO
COVER EXPENDITURES OF THE CITY OF CASPER, WYOMING,
FOR FISCAL YEAR OF JULY 1, 2023 TO JUNE 30, 2024.

Vice Mayor Pacheco presented the foregoing resolution for adoption. Seconded by Councilor Jensen. Council thanked staff for their hard work developing the budget. Motion passed.

7.A. SECOND READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 10-23
AN ORDINANCE AMENDING SECTIONS 15.28.010, 15.28.040,
15.28.170, 15.28.300, 15.28.370 AND 15.28.440 OF THE CASPER
MUNICIPAL CODE, AND ADOPTING THE 2023 NFPA 70,
NATIONAL ELECTRICAL CODE (NEC).

Councilor Gamroth presented the foregoing ordinance for approval on second reading. Seconded by Councilor Cathey. Mayor Knell stated that the City has to pass this in order to maintain local authority. Motion passed.

7.B. SECOND READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 11-23

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 160 (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.

Vice Mayor Pacheco presented the foregoing ordinance for approval on second reading. Seconded by Councilor Gamroth. Mayor Knell stated that these property owners came to the City asking for these improvements. Motion passed.

8. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-120

A RESOLUTION RATIFYING THE MAYOR'S SIGNATURE AND APPROVING AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF CONVERSE COUNTY, WYOMING, THE BOARD OF COMMISSIONERS OF NATRONA COUNTY, WYOMING, THE CITY OF DOUGLAS, WYOMING, THE CITY OF CASPER WYOMING, THE TOWN OF EVANSVILLE, WYOMING, THE TOWN OF BAR NUNN, WYOMING, THE TOWN OF GLENROCK, WYOMING, THE CITY OF MILLS, WYOMING, AND THE TOWN OF ROLLING HILLS, WYOMING FOR IMPACT ASSISTANCE FUNDS.

RESOLUTION NO. 23-121

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE MARIPOSA BOULEVARD IMPROVEMENT – SARATOGA ROAD TO BROOKVIEW DRIVE, PROJECT NO. 21-077.

RESOLUTION NO. 23-122

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2024 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH - PHASE I.

RESOLUTION NO. 23-123

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2024 TRANSPORTATION ALTERNATIVES PROGRAM FUNDING FOR THE WYOMING BOULEVARD SIDEPATH - PHASE II.

RESOLUTION NO. 23-124

A RESOLUTION ALLOCATING OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS FOR USE BY LOCAL NON-PROFITS.

RESOLUTION NO. 23-125

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF CASPER AND CONVERGEONE, INC., FOR BLADE SERVER HARDWARE, INSTALLATION, AND CONFIGURATION AT CITY HALL.

RESOLUTION NO. 23-126

A RESOLUTION INITIATING A REQUEST FOR THE DE-ANNEXTAION OF A NINETEEN (19) ACRE, MORE OR LESS, PARCEL OF CITY-OWNED PROPERTY FROM THE CITY OF MILLS.

RESOLUTION NO. 23-127

A RESOLUTION CANCELING THE REGULARLY SCHEDULED CITY COUNCIL MEETING SET FOR JULY 4, 2023, AND RESCHEDULING IT TO JULY 5, 2023.

RESOLUTION NO. 23-128

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PASSENGER BUS AGREEMENT BETWEEN THE CITY OF CASPER AND 5150 TOURISM DEVELOPMENT, INC.

RESOLUTION NO. 23-129

A RESOLUTION AUTHORIZING A FACILITY RENTAL AGREEMENT WITH ENFORCER GROUP UNLIMITED, LLC, FOR USE OF THE CASPER ICE ARENA.

RESOLUTION NO. 23-130

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROCUREMENT OF GOODS AGREEMENT WITH UNITED STATES WELDING, INC., DBA ROCKY MOUNTAIN AIR SOLUTIONS, FOR SUPPLYING LIQUID OXYGEN FOR USE AT THE WATER TREATMENT PLANT.

RESOLUTION NO. 23-131

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GREAT WESTERN INSTALLATIONS, INC., FOR THE 2023 PARKS PLAYGROUND IMPROVEMENTS PROJECT NO. 23-012.

RESOLUTION NO. 23-132
A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC. DBA KNIFE RIVER, FOR THE COFFMAN AVENUE SKYRIDGE TO W. 25TH STREET, PROJECT NO. 19-030.

RESOLUTION NO. 23-133
A RESOLUTION AUTHORIZING THE LEVYING OF 8 MILLS PROPERTY TAX BY THE NATRONA COUNTY ASSESSOR ON BEHALF OF THE CITY OF CASPER.

RESOLUTION NO. 23-134
A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH ZAYO GROUP, LLC, TO INSTALL BURIED FIBER OPTIC CABLE INFRASTRUCTURE WITHIN CITY RIGHT-OF-WAY PROPERTY.

Moved by Councilor Cathey, seconded by Gamroth to continue Item 8.A.13 Resolution No. 23-132 to the July 5, 2023 Council meeting. Motion passed.

Councilor Cathey presented the remaining fourteen (14) consent resolutions for adoption. Seconded by Councilor Gamroth. Motion passed.

9. CONSENT MINUTE ACTION

Moved by Councilor Bond, seconded by Councilor Jensen to, by consent minute action:

1. reject all bids received for the East 21st Street Improvements (Kingsbury Drive to Walsh Drive);
2. reject all bids received for the purchase of City-owned land located at Robertson Road and Trevett Lane, pursuant to Wyoming State Statute 15-1-112(a);
3. authorize the discharge of \$203,134.55 of uncollectible accounts receivable balances;
4. authorize establishment of a direct distribution fund; and,
5. ratifying Resolution No. 23-117 for the declaration of a disaster and emergency for Casper, Wyoming due to flooding.

Motion passed.

10. INTRODUCTION OF MEASURES AND PROPOSALS

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

11. ADJOURN INTO EXECUTIVE SESSION

At 6:42 p.m., it was moved by Councilor Cathey, seconded by Vice Mayor Pacheco, to adjourn into executive session to discuss personnel and litigation. Motion passed.

There being no further business, Mayor asked for a motion to adjourn the executive session. Moved by Councilor Cathey seconded by Councilor Bond at 7:35 pm. Motion Passed.

12. ADJOURNMENT OF REGULAR MEETING

Mayor called for a motion to adjourn the regular meeting. Moved by Councilor Cathey to adjourn the regular Council meeting, seconded by Councilor Gamroth. Motion passed. The meeting was adjourned at 7:35 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

City of Casper - Bills and Claims for July 5, 2023

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Capital Projects Fund	Parts for Crossroads well	\$158.05
2530 - CPS DSTRBTRS	Capital Projects Fund	Soft Start Panel for well at Crossroads	\$4,667.50
2530 - CPS DSTRBTRS	Capital Projects Fund	Staples for fabric at Green Meadow Playgrou	\$114.30
<i>2530 - CPS DSTRBTRS - Total For Capital Projects Fund</i>			<i>\$4,939.85</i>
2530 - CPS DSTRBTRS	Parks - Athletic Maint.	Fertigation items/ Irrigation Heads	\$578.44
<i>2530 - CPS DSTRBTRS - Total For Parks - Athletic Maint.</i>			<i>\$578.44</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Slip fixes for stock	\$78.33
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation repair E Street Park	\$14.12
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation repair service center	\$12.47
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Locate Paint	\$104.29
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$209.21</i>
2530 - CPS DSTRBTRS	Parks - Urban Forestry	Cedar Mulch	\$88.28
<i>2530 - CPS DSTRBTRS - Total For Parks - Urban Forestry</i>			<i>\$88.28</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$5,815.78

6H GROUP LLC

6H GROUP LLC	Metro Animal Fund	Dog, Puppy, Cat, Guinea Pig Food & Delivery	\$1,257.10
<i>6H GROUP LLC - Total For Metro Animal Fund</i>			<i>\$1,257.10</i>
6H GROUP LLC	Police Administration	Dog Food	\$173.40
<i>6H GROUP LLC - Total For Police Administration</i>			<i>\$173.40</i>
6H GROUP LLC - ALL DEPARTMENTS			\$1,430.50

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$927.29
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$927.29</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$927.29

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Mailing / Postage Service	\$50.34
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$50.34</i>

A.M.B.I. & SHIPPING,	Hogadon - Operations	Postage	\$10.06
<i>A.M.B.I. & SHIPPING, - Total For Hogadon - Operations</i>			<i>\$10.06</i>
A.M.B.I. & SHIPPING,	Municipal Court	Mailing / Postage Service	\$817.18
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$817.18</i>
A.M.B.I. & SHIPPING,	Risk Management	Mailing / Postage Service	\$5.29
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$5.29</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$882.87

ABI ATTACHMENTS INC

ABI ATTACHMENTS INC	Parks - Athletic Maint.	Level bar for Drag	\$520.98
<i>ABI ATTACHMENTS INC - Total For Parks - Athletic Maint.</i>			<i>\$520.98</i>
ABI ATTACHMENTS INC - ALL DEPARTMENTS			\$520.98

AIR INNOVATIONS

AIR INNOVATIONS	Balefill - Disposal & Landfill	Filter Change - June 2023	\$335.00
<i>AIR INNOVATIONS - Total For Balefill - Disposal & Landfill</i>			<i>\$335.00</i>
AIR INNOVATIONS - ALL DEPARTMENTS			\$335.00

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Plasma Tip maintainence bldg	\$71.12
AIRGAS USA LLC	Balefill - Baler Processing	WELDING CONSUMABLES FOR BALER LINER	\$260.40
AIRGAS USA LLC	Balefill - Baler Processing	Welding Jacket, Gloves, Knee Pads, Wire &	\$440.87
AIRGAS USA LLC	Balefill - Baler Processing	Electric Arc / Stick & Welding Supplies	\$823.99
AIRGAS USA LLC	Balefill - Baler Processing	Nozzle, Hydration Drink Powder for Baler	\$187.93
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$1,784.31</i>
AIRGAS USA LLC	Balefill - Disposal & Landfill	PPE SUPPLIES	\$483.50
<i>AIRGAS USA LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$483.50</i>
AIRGAS USA LLC	Balefill - Diversion & Special	Lens Clning Pads/Gloves/Safety Glasses/Drin	\$570.76
<i>AIRGAS USA LLC - Total For Balefill - Diversion & Special</i>			<i>\$570.76</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$2,838.57

ALBERTSONS #0060

ALBERTSONS #0060	Balefill - Diversion & Special	MEETING SUPPLIES W/DIRECTOR	\$34.99
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ALBERTSONS #0060 - Total For Balefill - Diversion & Special \$34.99

ALBERTSONS #0060 - ALL DEPARTMENTS \$34.99

ALBERTSONS #0062

ALBERTSONS #0062 Balefill - Baler Processing DRY ICE FOR BALER \$3.52

ALBERTSONS #0062 - Total For Balefill - Baler Processing \$3.52

ALBERTSONS #0062 - ALL DEPARTMENTS \$3.52

ALSCO

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

ALSCO Balefill - Disposal & Landfill Professional Laundry Services \$64.92

ALSCO Balefill - Disposal & Landfill Professional Laundry Services \$64.05

ALSCO Balefill - Disposal & Landfill Professional Laundry Services \$27.00

ALSCO Balefill - Disposal & Landfill Professional Laundry Services \$27.00

ALSCO Balefill - Disposal & Landfill Professional Laundry Services \$99.98

ALSCO - Total For Balefill - Disposal & Landfill \$341.77

ALSCO Fleet Maintenance Fund Laundry service \$169.60

ALSCO - Total For Fleet Maintenance Fund \$169.60

ALSCO Refuse - Residential Professional Laundry Services \$96.70

ALSCO Refuse - Residential Professional Laundry Services \$23.00

ALSCO - Total For Refuse - Residential \$119.70

ALSCO Regional Water Operations Professional Laundry Services \$41.41

ALSCO - Total For Regional Water Operations \$41.41

ALSCO Sewer Wastewater Collection Professional Laundry Services \$45.08

ALSCO - Total For Sewer Wastewater Collection \$45.08

ALSCO WWTP Operations Professional Laundry Services \$154.38

ALSCO - Total For WWTP Operations \$154.38

ALSCO - ALL DEPARTMENTS \$871.94

AMAZON.COM 351XZ64N3

AMAZON.COM 351XZ64N3 Community Development BOOK STORES \$46.64

AMAZON.COM 351XZ64N3 - Total For Community Development \$46.64

AMAZON.COM 351XZ64N3 - ALL DEPARTMENTS

\$46.64

AMAZON.COM 9K4CF24U3

AMAZON.COM 9K4CF24U3	Aquatics - Operations	Rec Division Printable Business Cards	\$5.78
<i>AMAZON.COM 9K4CF24U3 - Total For Aquatics - Operations</i>			\$5.78
AMAZON.COM 9K4CF24U3	Ft. Caspar Museum	Rec Division Printable Business Cards	\$5.78
<i>AMAZON.COM 9K4CF24U3 - Total For Ft. Caspar Museum</i>			\$5.78
AMAZON.COM 9K4CF24U3	Ice Arena - Operations	Rec Division Printable Business Cards	\$5.78
<i>AMAZON.COM 9K4CF24U3 - Total For Ice Arena - Operations</i>			\$5.78
AMAZON.COM 9K4CF24U3	Parks - Athletic Maint.	Rec Division Printable Business Cards	\$5.78
<i>AMAZON.COM 9K4CF24U3 - Total For Parks - Athletic Maint.</i>			\$5.78
AMAZON.COM 9K4CF24U3	Rec Center - Admin	Rec Division Printable Business Cards	\$5.81
<i>AMAZON.COM 9K4CF24U3 - Total For Rec Center - Admin</i>			\$5.81
AMAZON.COM 9K4CF24U3	Rec Center - Operations	Rec Division Printable Business Cards	\$5.78
<i>AMAZON.COM 9K4CF24U3 - Total For Rec Center - Operations</i>			\$5.78

AMAZON.COM 9K4CF24U3 - ALL DEPARTMENTS

\$34.71

AMAZON.COM JK1226VI3

AMAZON.COM JK1226VI3	Aquatics- Marion Kreiner Op	Hand Soap	\$131.64
<i>AMAZON.COM JK1226VI3 - Total For Aquatics- Marion Kreiner Oper.</i>			\$131.64
AMAZON.COM JK1226VI3	Aquatics- Mike Sedar Oper.	Hand Soap	\$131.64
<i>AMAZON.COM JK1226VI3 - Total For Aquatics- Mike Sedar Oper.</i>			\$131.64
AMAZON.COM JK1226VI3	Aquatics- Paradise Valley Op	Hand Soap	\$131.64
<i>AMAZON.COM JK1226VI3 - Total For Aquatics- Paradise Valley Oper</i>			\$131.64
AMAZON.COM JK1226VI3	Aquatics- Washington Oper	Hand Soap	\$131.64
<i>AMAZON.COM JK1226VI3 - Total For Aquatics- Washington Oper</i>			\$131.64

AMAZON.COM JK1226VI3 - ALL DEPARTMENTS

\$526.56

AMBIENTE H2O INC

AMBIENTE H2O INC	WWTP Operations	Tool	\$105.00
<i>AMBIENTE H2O INC - Total For WWTP Operations</i>			\$105.00

AMBIENTE H2O INC - ALL DEPARTMENTS

\$105.00

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	Lifeguard Certifications	\$126.00
<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			<i>\$126.00</i>
AMERICAN RED CROSS	Aquatics - Pool Classes	Refund for Tax on LGI Manuals	(\$5.25)
<i>AMERICAN RED CROSS - Total For Aquatics - Pool Classes</i>			<i>(\$5.25)</i>
AMERICAN RED CROSS	Aquatics- Mike Sedar Oper.	Lifeguard Certifications	\$210.00
<i>AMERICAN RED CROSS - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$210.00</i>
AMERICAN RED CROSS - ALL DEPARTMENTS			\$330.75

AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230088 Equipment repair	\$1,636.73
<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$1,636.73</i>
AMERI-TECH EQUIPMENT - ALL DEPARTMENTS			\$1,636.73

AMZN Mktp US

AMZN Mktp US	Aquatics - Operations	Pool Test Chemicals	\$86.34
AMZN Mktp US	Aquatics - Operations	Pool Test Chemicals	\$193.80
AMZN Mktp US	Aquatics - Operations	Pool Test Chemicals	\$339.95
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$620.09</i>
AMZN Mktp US	Aquatics- Mike Sedar Classes	Pool Noodles	\$19.13
<i>AMZN Mktp US - Total For Aquatics- Mike Sedar Classes</i>			<i>\$19.13</i>
AMZN Mktp US	Aquatics- Mike Sedar Oper.	Business Cards for Rain Checks	\$13.95
<i>AMZN Mktp US - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$13.95</i>
AMZN Mktp US	Aquatics- Paradise Valley Clas	Pool Noodles	\$19.13
<i>AMZN Mktp US - Total For Aquatics- Paradise Valley Clas</i>			<i>\$19.13</i>
AMZN Mktp US	Aquatics- Paradise Valley Op	Business Cards for Rain Checks	\$13.94
<i>AMZN Mktp US - Total For Aquatics- Paradise Valley Oper</i>			<i>\$13.94</i>
AMZN Mktp US	Aquatics- Washington Class	Pool Noodles	\$19.13
<i>AMZN Mktp US - Total For Aquatics- Washington Class</i>			<i>\$19.13</i>
AMZN Mktp US	Aquatics- Washington Oper	Business Cards for Rain Checks	\$13.95
<i>AMZN Mktp US - Total For Aquatics- Washington Oper</i>			<i>\$13.95</i>
AMZN Mktp US	Buildings & Structures Fund	Repair supplies for PV Pool - Amazon	\$203.63
<i>AMZN Mktp US - Total For Buildings & Structures Fund</i>			<i>\$203.63</i>

AMZN Mktp US	Community Development	BOOK STORES	\$65.94
AMZN Mktp US	Community Development	BOOK STORES	\$29.78
<i>AMZN Mktp US - Total For Community Development</i>			<i>\$95.72</i>
AMZN Mktp US	Fleet Maintenance Fund	USB 4 PORT HUB	\$23.98
<i>AMZN Mktp US - Total For Fleet Maintenance Fund</i>			<i>\$23.98</i>
AMZN Mktp US	Information Services	TV stand for city council overflow	\$54.99
<i>AMZN Mktp US - Total For Information Services</i>			<i>\$54.99</i>
AMZN Mktp US	Police Administration	BOOK STORES gift boxes, department baby g	\$37.99
<i>AMZN Mktp US - Total For Police Administration</i>			<i>\$37.99</i>
AMZN Mktp US	Police Investigations	BOOK STORES Evidence budget	\$21.98
<i>AMZN Mktp US - Total For Police Investigations</i>			<i>\$21.98</i>
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES	\$84.15
AMZN Mktp US	Public Transit - CARES Act	BOOK STORES	\$55.98
<i>AMZN Mktp US - Total For Public Transit - CARES Act</i>			<i>\$140.13</i>
AMZN Mktp US	Public Transit - Operations	NAME PLATES	\$26.97
<i>AMZN Mktp US - Total For Public Transit - Operations</i>			<i>\$26.97</i>
AMZN Mktp US	Rec Center - Admin	Rec Admin Assistant Web Camera Replacem	\$52.99
AMZN Mktp US	Rec Center - Admin	Rec Admin Office Decor	\$28.46
AMZN Mktp US	Rec Center - Admin	RECREATION MANAGER OFFICE CHAIR	\$229.77
AMZN Mktp US	Rec Center - Admin	REC ADMIN COLOR PRINTER CARTRIDGE	\$418.90
AMZN Mktp US	Rec Center - Admin	REC DIVISION MAIN PRINTER CARTRIDGE CF	\$326.21
AMZN Mktp US	Rec Center - Admin	REC DIVISION OFFICE SUPPLIES	\$253.13
<i>AMZN Mktp US - Total For Rec Center - Admin</i>			<i>\$1,309.46</i>
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP ART SUPPLIES REFUND	(\$0.49)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND	(\$0.18)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES ART REFUND	(\$0.40)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES ART REFUND	(\$0.11)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND ART	(\$0.03)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$42.26
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES DRY ERASE	\$533.30
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$15.09
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$258.64
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP CRAFT SUPPLIES REFUN	(\$0.26)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$18.95
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$1,017.26
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$119.48

AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLY REFUND ART S	(\$0.41)
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp refund craft supply dfs gr	(\$0.16)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES RETURN REF	(\$582.58)
AMZN Mktp US	Rec Center - Classes	Beads Summer Camp	\$19.92
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$237.49
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$161.05
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$434.20
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$164.68
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$1,212.20
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$32.05
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$1,808.10
AMZN Mktp US	Rec Center - Classes	CRC Summer CAmp Crafts DFS Gran	\$12.00
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND	(\$0.03)
AMZN Mktp US	Rec Center - Classes	CRC Summer Camp Craft Supplies DFS Grant	\$256.11
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND	(\$0.37)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$68.00
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND DFS	(\$0.54)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP CRAFT SUPPLIES REFUN	(\$0.13)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP REFUND CHANGE STATI	(\$0.36)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP REFUND CRAFT SUPPLI	(\$0.22)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER SUPPLIES REFUND	(\$0.01)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP CRAFT SUPPLIES REFUN	(\$0.53)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES REFUND	(\$0.52)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP REFUND SUPPLIES CRA	(\$0.16)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP ART SUPPLIES REFUND	(\$0.31)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER REFUND SUPPLIES ART	(\$0.03)
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$24.09
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES; KITCHEN ARE	\$26.65
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES CLEAN BOTTL	\$42.96
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$177.25
AMZN Mktp US	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES LEADER CLIPB	\$232.54

AMZN Mktp US - Total For Rec Center - Classes \$6,326.44

AMZN Mktp US - ALL DEPARTMENTS **\$8,960.61**

APA - ALAS REG8SI2Q

APA - ALAS REG8SI2Q	Community Development	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$100.00
<i>APA - ALAS REG8SI2Q - Total For Community Development</i>			<i>\$100.00</i>
APA - ALAS REG8SI2Q - ALL DEPARTMENTS			\$100.00

APPLIED CONCEPTS

APPLIED CONCEPTS	Capital Projects Fund	Radar for 3 Marked Units	\$7,117.50
<i>APPLIED CONCEPTS - Total For Capital Projects Fund</i>			<i>\$7,117.50</i>
APPLIED CONCEPTS - ALL DEPARTMENTS			\$7,117.50

APPLIED INDUSTRIAL T

APPLIED INDUSTRIAL T	Buildings & Structures Fund	Startup supplies for Marion Kreiner Pool - Ap	\$89.67
APPLIED INDUSTRIAL T	Buildings & Structures Fund	Backflow repair supplies for Lansing - Applie	\$1.74
<i>APPLIED INDUSTRIAL T - Total For Buildings & Structures Fund</i>			<i>\$91.41</i>
APPLIED INDUSTRIAL T - ALL DEPARTMENTS			\$91.41

AQUA SMART, INC.

AQUA SMART, INC.	Regional Water Operations	Dry Seaquest & Freight - Chemicals	\$158,062.50
<i>AQUA SMART, INC. - Total For Regional Water Operations</i>			<i>\$158,062.50</i>
AQUA SMART, INC. - ALL DEPARTMENTS			\$158,062.50

ARDURRA GROUP INC

ARDURRA GROUP INC	Metropolitan Planning Org	Westwinds Extension and Land U	\$7,340.22
ARDURRA GROUP INC	Metropolitan Planning Org	Westwinds Extension and Land U	\$3,620.55
ARDURRA GROUP INC	Metropolitan Planning Org	Westwinds Extension and Land U	\$12,610.47
ARDURRA GROUP INC	Metropolitan Planning Org	Westwinds Extension and Land U	\$8,630.11
<i>ARDURRA GROUP INC - Total For Metropolitan Planning Org</i>			<i>\$32,201.35</i>
ARDURRA GROUP INC - ALL DEPARTMENTS			\$32,201.35

ARMORS RESTAURANT IN

ARMORS RESTAURANT IN	Police Administration	EATING PLACES, RESTAURANTS lunch for pan	\$351.00
<i>ARMORS RESTAURANT IN - Total For Police Administration</i>			<i>\$351.00</i>

ARMORS RESTAURANT IN - ALL DEPARTMENTS

\$351.00

AT & T CORP

AT & T CORP	Balefill - Disposal & Landfill	Acct #287325725737	\$200.20
<i>AT & T CORP - Total For Balefill - Disposal & Landfill</i>			\$200.20
AT & T CORP	City Manager	Data card for ipad	\$40.04
<i>AT & T CORP - Total For City Manager</i>			\$40.04
AT & T CORP	Metro Animal Control	Acct #287279602134	\$450.00
<i>AT & T CORP - Total For Metro Animal Control</i>			\$450.00
AT & T CORP	Police Administration	Acct #287279602134	\$16,081.02
<i>AT & T CORP - Total For Police Administration</i>			\$16,081.02
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$125.90
<i>AT & T CORP - Total For Public Safety Communications</i>			\$125.90
AT & T CORP	Public Transit - CARES Act	Acct #287306431868	\$291.16
<i>AT & T CORP - Total For Public Transit - CARES Act</i>			\$291.16
AT & T CORP	Regional Water Operations	Acct #287311040412 - Tablet Srvce.- Comm	\$40.04
<i>AT & T CORP - Total For Regional Water Operations</i>			\$40.04
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT & T CORP - Total For Streets</i>			\$200.20

AT & T CORP - ALL DEPARTMENTS

\$17,428.56

AT HOME STORE

AT HOME STORE	Metro Animal Shelter	MISCELLANEOUS HOUSE FURNISHING SPECI	\$74.49
<i>AT HOME STORE - Total For Metro Animal Shelter</i>			\$74.49

AT HOME STORE - ALL DEPARTMENTS

\$74.49

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Traffic Control	Luminaire Services FY21-24	\$16,891.90
ATLANTIC ELECTRIC, I	Traffic Control	Luminaire Services FY21-24	\$6,642.39
ATLANTIC ELECTRIC, I	Traffic Control	Luminaire Services FY21-24	\$9,480.11
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$33,014.40

ATLANTIC ELECTRIC, I - ALL DEPARTMENTS

\$33,014.40

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$326.69
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$326.69
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$325.67
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$422.92
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$325.67
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion & Special</i>			\$1,074.26
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$304.93
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$304.93
ATLAS OFFICE PRODUCT	Customer Service	EPSON INK CARTRIDGES	\$37.99
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$37.99
ATLAS OFFICE PRODUCT	Finance	Office Supplies - Hanging Strips for Mailboxe	\$10.74
ATLAS OFFICE PRODUCT	Finance	2 USB DRIVES	\$17.24
ATLAS OFFICE PRODUCT	Finance	Office Supplies	\$109.39
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			\$137.37
ATLAS OFFICE PRODUCT	Metropolitan Planning Org	Office supplies	\$46.82
<i>ATLAS OFFICE PRODUCT - Total For Metropolitan Planning Org</i>			\$46.82
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$10.45
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$207.86
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$115.38
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$13.72
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			\$347.41
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$86.22
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$349.85
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$198.72
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$68.15
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$50.42
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$349.85
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$186.96
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$86.58
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$1,376.75
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$93.64
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$336.68
ATLAS OFFICE PRODUCT	Public Transit - CARES Act	Office supplies	\$46.82
<i>ATLAS OFFICE PRODUCT - Total For Public Transit - CARES Act</i>			\$477.14

ATLAS OFFICE PRODUCT	Regional Water Operations	Returned Desktop Calendar - Office Supplies	(\$11.65)
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>(\$11.65)</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$4,117.71

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Community Development	Print / Laminate Service	\$30.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$30.00</i>
ATLAS REPRODUCTION	Fire-EMS Administration	Copier usage	\$43.76
<i>ATLAS REPRODUCTION - Total For Fire-EMS Administration</i>			<i>\$43.76</i>
ATLAS REPRODUCTION	Sewer Wastewater Collection	Printing / Laminating Service - restroom sign	\$90.80
<i>ATLAS REPRODUCTION - Total For Sewer Wastewater Collection</i>			<i>\$90.80</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$164.56

AWWA.ORG

AWWA.ORG	Water Administration	Manuals	\$637.27
<i>AWWA.ORG - Total For Water Administration</i>			<i>\$637.27</i>
AWWA.ORG - ALL DEPARTMENTS			\$637.27

B&H PHOTO 800-606-69

B&H PHOTO 800-606-69	Municipal Court	OFFICE, PHOTOGRAPHIC, PHOTOCOPY, AND	\$79.80
<i>B&H PHOTO 800-606-69 - Total For Municipal Court</i>			<i>\$79.80</i>
B&H PHOTO 800-606-69 - ALL DEPARTMENTS			\$79.80

B&H PHOTO MOTO

B&H PHOTO MOTO	Information Services	Return of equipment	(\$193.28)
<i>B&H PHOTO MOTO - Total For Information Services</i>			<i>(\$193.28)</i>
B&H PHOTO MOTO - ALL DEPARTMENTS			(\$193.28)

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	WELDING SUPPLIES FOR BALER	\$49.26
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			<i>\$49.26</i>
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	CLIP FOR COASTAL NETTING	\$1,366.20

<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			<i>\$1,366.20</i>
BAILEYS ACE HDWE	Balefill - Diversion & Special	supplies for letter pick up	\$287.75
BAILEYS ACE HDWE	Balefill - Diversion & Special	NEW AND FLYTRAPS FOR COMPOST BLDG	\$93.52
BAILEYS ACE HDWE	Balefill - Diversion & Special	BLACK & WHITE PAINT FOR BARREL LABELIN	\$59.88
<i>BAILEYS ACE HDWE - Total For Balefill - Diversion & Special</i>			<i>\$441.15</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Project SAFE Move Supplies - Baileys Ace	\$9.78
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Rec Center - Baileys Ace	\$99.30
BAILEYS ACE HDWE	Buildings & Structures Fund	Ice machine repair supplies for Soccer - Baile	\$5.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Ice Arena - Baileys Ace	\$16.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing repair supplies for Rec Center - Bail	\$1.79
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$133.85</i>
BAILEYS ACE HDWE	Parks - Athletic Maint.	N95 Masks for Cleaning out Buildings	\$17.18
BAILEYS ACE HDWE	Parks - Athletic Maint.	Outlet for dugout at North Casper	\$25.99
BAILEYS ACE HDWE	Parks - Athletic Maint.	Padlock for Washington Concession Stand	\$24.99
<i>BAILEYS ACE HDWE - Total For Parks - Athletic Maint.</i>			<i>\$68.16</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Irrigation repair Conwell Park	\$13.98
BAILEYS ACE HDWE	Parks - Parks Maint.	Broom	\$12.99
BAILEYS ACE HDWE	Parks - Parks Maint.	Batteries	\$13.58
BAILEYS ACE HDWE	Parks - Parks Maint.	Putty knives for scraping decks	\$39.56
BAILEYS ACE HDWE	Parks - Parks Maint.	Tools for Matt	\$26.97
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$107.08</i>
BAILEYS ACE HDWE	Refuse - Residential	SPRAY PAINT& GOOF OFF FOR GARIFFTI REM	\$14.98
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			<i>\$14.98</i>
BAILEYS ACE HDWE	Weed & Pest Fund	Angle Grinder	\$304.95
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			<i>\$304.95</i>
BAILEYS ACE HDWE	WWTP Operations	Supplies for Ops	\$90.26
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			<i>\$90.26</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$2,575.89

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Public Transit - CARES Act	Bathroom tissue & paper towels	\$338.30
BARGREEN ELLINGSON	Public Transit - CARES Act	Paper towels	\$57.66
<i>BARGREEN ELLINGSON - Total For Public Transit - CARES Act</i>			<i>\$395.96</i>
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$395.96

BASELINE ENGINEERING

BASELINE ENGINEERING	Balefill - Disposal & Landfill	Environmental Closed Balefill	\$8,070.54
BASELINE ENGINEERING	Balefill - Disposal & Landfill	Environmental Closed Balefill	\$18,033.14
<i>BASELINE ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$26,103.68</i>
BASELINE ENGINEERING - ALL DEPARTMENTS			\$26,103.68

BEST BUY

BEST BUY	Information Services	ELECTRONIC SALES	\$31.47
<i>BEST BUY - Total For Information Services</i>			<i>\$31.47</i>
BEST BUY - ALL DEPARTMENTS			\$31.47

BESTBUYCOM8067670510

BESTBUYCOM8067670510	Information Services	ELECTRONIC SALES	\$169.99
<i>BESTBUYCOM8067670510 - Total For Information Services</i>			<i>\$169.99</i>
BESTBUYCOM8067670510 - ALL DEPARTMENTS			\$169.99

BESTBUYCOM8067684994

BESTBUYCOM8067684994	Finance	50" TV for Jill's office	\$349.99
BESTBUYCOM8067684994	Finance	Wall mount bracket for Jill's TV	\$26.99
<i>BESTBUYCOM8067684994 - Total For Finance</i>			<i>\$376.98</i>
BESTBUYCOM8067684994 - ALL DEPARTMENTS			\$376.98

BETSY ROSS FLAG GIRL

BETSY ROSS FLAG GIRL	Ft. Caspar Museum	36 Star flag for fort site	\$584.00
BETSY ROSS FLAG GIRL	Ft. Caspar Museum	Wy flag for museum cemetery	\$69.00
<i>BETSY ROSS FLAG GIRL - Total For Ft. Caspar Museum</i>			<i>\$653.00</i>
BETSY ROSS FLAG GIRL - ALL DEPARTMENTS			\$653.00

BIG D #31

BIG D #31	Police Investigations	AUTOMATED FUEL DISPENSERS; 23-001421	\$30.66
<i>BIG D #31 - Total For Police Investigations</i>			<i>\$30.66</i>

BIG D #31 - ALL DEPARTMENTS

\$30.66

BISHOP SALES

BISHOP SALES	Water Meters	METER REPAIR PARTS	\$93.60
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<i>BISHOP SALES - Total For Water Meters</i>			\$93.60
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BISHOP SALES - ALL DEPARTMENTS

\$93.60

BLACK HILLS ENERGY

BLACK HILLS ENERGY	Aquatics - Operations	Acct #7584 6122 74	\$6,470.36
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<i>BLACK HILLS ENERGY - Total For Aquatics - Operations</i>			\$6,470.36
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BLACK HILLS ENERGY	Aquatics- Marion Kreiner Op	Acct #9723 1947 06	\$1,803.55
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<i>BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper.</i>			\$1,803.55
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BLACK HILLS ENERGY	Aquatics- Mike Sedar Oper.	Acct #9723 1947 06	\$515.08
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<i>BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper.</i>			\$515.08
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BLACK HILLS ENERGY	Aquatics- Paradise Valley Op	Acct #9723 1947 06	\$82.00
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<i>BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper</i>			\$82.00
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BLACK HILLS ENERGY	Aquatics- Washington Oper	Acct #9723 1947 06	\$2,286.94
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<i>BLACK HILLS ENERGY - Total For Aquatics- Washington Oper</i>			\$2,286.94
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BLACK HILLS ENERGY	Ash Street Building	Acct #0421 9638 76	\$48.47
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BLACK HILLS ENERGY	Ash Street Building	Acct #4376 8927 11	\$405.73
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<i>BLACK HILLS ENERGY - Total For Ash Street Building</i>			\$454.20
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BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #7538 8605 37	\$29.00
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BLACK HILLS ENERGY	Balefill - Disposal & Landfill	Acct #1919 8530 97	\$1,002.07
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<i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i>			\$1,031.07
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BLACK HILLS ENERGY	Buildings & Structures Fund	Acct #8545 6521 02	\$105.89
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<i>BLACK HILLS ENERGY - Total For Buildings & Structures Fund</i>			\$105.89
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BLACK HILLS ENERGY	Cemetery	Acct #9629 0042 60	\$89.06
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<i>BLACK HILLS ENERGY - Total For Cemetery</i>			\$89.06
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BLACK HILLS ENERGY	City Center Building	Acct #8545 6521 02	\$20.00
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<i>BLACK HILLS ENERGY - Total For City Center Building</i>			\$20.00
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BLACK HILLS ENERGY	City Hall	Acct #6837 4281 65	\$1,508.82
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<i>BLACK HILLS ENERGY - Total For City Hall</i>			\$1,508.82
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BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$2,661.53
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<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			\$2,661.53
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BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$272.16
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			\$272.16
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$84.54
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$367.97
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			\$452.51
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$588.67
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			\$588.67
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$108.34
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			\$108.34
BLACK HILLS ENERGY	Metro Animal Fund	Acct #9630 2229 58	\$541.07
<i>BLACK HILLS ENERGY - Total For Metro Animal Fund</i>			\$541.07
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$81.65
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			\$81.65
BLACK HILLS ENERGY	Parks - Athletic Maint.	Acct #5655 3404 55	\$59.47
<i>BLACK HILLS ENERGY - Total For Parks - Athletic Maint.</i>			\$59.47
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$142.79
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			\$142.79
BLACK HILLS ENERGY	Police Administration	Acct #4620 7426 21	\$913.15
<i>BLACK HILLS ENERGY - Total For Police Administration</i>			\$913.15
BLACK HILLS ENERGY	Public Transit - CARES Act	Acct #3470 5680 29	\$39.38
<i>BLACK HILLS ENERGY - Total For Public Transit - CARES Act</i>			\$39.38
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,995.11
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			\$1,995.11
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94 - Natural Gas	\$2,923.91
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			\$2,923.91
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61 lift station natural gas	\$33.22
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			\$33.22
BLACK HILLS ENERGY	Water Distribution	Acct #0295 5402 18	\$472.05
<i>BLACK HILLS ENERGY - Total For Water Distribution</i>			\$472.05
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$3,896.77
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			\$3,896.77
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$29,548.75

BLIMPIE

BLIMPIE	Regional Water Operations	Lunch for JPB Meeting - Office Supplies	\$66.56
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BLIMPIE - Total For Regional Water Operations \$66.56

BLIMPIE - ALL DEPARTMENTS \$66.56

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO Buildings & Structures Fund Repair supplies at the Lyric - Bloedorn \$21.04

BLOEDORN LUMBER CO - Total For Buildings & Structures Fund \$21.04

BLOEDORN LUMBER CO Traffic Control Supplies for CBC Parking Garage sign installs \$65.22

BLOEDORN LUMBER CO - Total For Traffic Control \$65.22

BLOEDORN LUMBER CO - ALL DEPARTMENTS \$86.26

BLOOM'S SNOW REMOVAL

BLOOM'S SNOW REMOVAL Water Distribution PORTABLE TOILET- OTHER MATERIALS & SUP \$175.00

BLOOM'S SNOW REMOVAL - Total For Water Distribution \$175.00

BLOOM'S SNOW REMOVAL - ALL DEPARTMENTS \$175.00

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN Regional Water Operations Ammonium Hydroxide - Sole Source Memo - \$17,653.16

BRENNTAG PACIFIC, IN Regional Water Operations Ferric Chloride - Chemicals (Sole Source Me \$19,598.10

BRENNTAG PACIFIC, IN Regional Water Operations Ferric Chloride - Brenntag - Chemicals \$19,448.70

BRENNTAG PACIFIC, IN - Total For Regional Water Operations \$56,699.96

BRENNTAG PACIFIC, IN - ALL DEPARTMENTS \$56,699.96

BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO City Clerk CREDIT CARD FEES \$18.16

BRIDGEPAY NETWORK SO - Total For City Clerk \$18.16

BRIDGEPAY NETWORK SO Community Development CREDIT CARD FEES \$18.18

BRIDGEPAY NETWORK SO - Total For Community Development \$18.18

BRIDGEPAY NETWORK SO Engineering CREDIT CARD FEES \$18.16

BRIDGEPAY NETWORK SO - Total For Engineering \$18.16

BRIDGEPAY NETWORK SO - ALL DEPARTMENTS \$54.50

BRUCE A. RAISCH

BRUCE A. RAISCH	General Fund Revenue	Books for resale at museum store	\$93.60
<i>BRUCE A. RAISCH - Total For General Fund Revenue</i>			<i>\$93.60</i>
BRUCE A. RAISCH - ALL DEPARTMENTS			\$93.60

CAPITAL BUSINESS SYS

CAPITAL BUSINESS SYS	Fleet Maintenance Fund	Copier Usage	\$61.80
<i>CAPITAL BUSINESS SYS - Total For Fleet Maintenance Fund</i>			<i>\$61.80</i>
CAPITAL BUSINESS SYS - ALL DEPARTMENTS			\$61.80

CASPER ANIMAL MED CT

CASPER ANIMAL MED CT	Metro Animal Control	VETERINARY SERVICES medical exam	\$69.98
<i>CASPER ANIMAL MED CT - Total For Metro Animal Control</i>			<i>\$69.98</i>
CASPER ANIMAL MED CT - ALL DEPARTMENTS			\$69.98

CASPER COLLEGE

CASPER COLLEGE	Balefill - Disposal & Landfill	STAFF COLLEGE WELDING TRAINING	\$2,940.00
<i>CASPER COLLEGE - Total For Balefill - Disposal & Landfill</i>			<i>\$2,940.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$2,940.00

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Community Development	Advertising - Regular Meeting	\$140.00
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$140.00</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$140.00

CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	230095 Tires	\$900.00
CASPER TIRE	Fleet Maintenance Fund	230086 Service Call, Tire & Balancing	\$399.00
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$1,299.00</i>
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLL OF	\$135.00
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2272 COMMERCIAL FL 2014	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$180.00</i>
CASPER TIRE	Refuse - Recycling	Flat repair TRK#2276 RECYCLE FL 2015	\$90.00

CASPER TIRE	Refuse - Recycling	Used Tire TRK#2309 RECYCLE FL 2023	\$175.00
CASPER TIRE	Refuse - Recycling	Flat repair TRK#2309 RECYCLE FL 2023	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$310.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$1,789.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage -	\$45.43
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Metro Animal S	\$25.43
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$174.27
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Metro Animal S	\$90.90
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Ice Arena - Winnelson	\$373.66
CASPER WINNELSON CO	Buildings & Structures Fund	Pool repair supplies for PV Pool - Winnelson	\$341.32
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Washington Po	\$9.01
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Metro Animal S	\$6,188.25
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Rec Center - Wi	\$298.53
CASPER WINNELSON CO	Buildings & Structures Fund	BAS Shop Supplies - Winnelson	\$10.16
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Fire Station 3 -	\$11.45
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Ice Arena - Winnelson	\$393.74
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$7,962.15</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$7,962.15

CENTRAL TRUCK & DIES

CENTRAL TRUCK & DIES	Balefill - Diversion & Special	AIR HAMMER FOR COMPOST BLDG	\$72.32
<i>CENTRAL TRUCK & DIES - Total For Balefill - Diversion & Special</i>			<i>\$72.32</i>
CENTRAL TRUCK & DIES - ALL DEPARTMENTS			\$72.32

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$27.69
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$27.69</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$81.78
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$89.05
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$170.83</i>
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.75

<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$16.75
CENTURYLINK	Casper Business Center	Acct #307-577-0851 168B	\$73.21
<i>CENTURYLINK - Total For Casper Business Center</i>			\$73.21
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.75
<i>CENTURYLINK - Total For Cemetery</i>			\$16.75
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$61.19
<i>CENTURYLINK - Total For City Attorney</i>			\$61.19
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.75
<i>CENTURYLINK - Total For City Council</i>			\$16.75
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.11
<i>CENTURYLINK - Total For City Hall</i>			\$11.11
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$38.97
<i>CENTURYLINK - Total For City Manager</i>			\$38.97
CENTURYLINK	Community Development	Acct #P-307-111-9950 456M	\$133.49
<i>CENTURYLINK - Total For Community Development</i>			\$133.49
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$38.97
<i>CENTURYLINK - Total For Customer Service</i>			\$38.97
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$77.94
<i>CENTURYLINK - Total For Engineering</i>			\$77.94
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$89.05
<i>CENTURYLINK - Total For Finance</i>			\$89.05
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,248.74
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$499.32
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$111.27
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,859.33
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$72.30
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$72.30
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.75
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$16.75
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.76
<i>CENTURYLINK - Total For Golf - Operations</i>			\$16.76
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$55.55
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$55.55
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$27.86
<i>CENTURYLINK - Total For Human Resources</i>			\$27.86
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$22.22

<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$22.22
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$89.05
<i>CENTURYLINK - Total For Information Services</i>			\$89.05
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$156.10
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.75
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$172.85
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$61.19
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$30.16
<i>CENTURYLINK - Total For Municipal Court</i>			\$91.35
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$61.19
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$61.19
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$344.75
<i>CENTURYLINK - Total For Police Administration</i>			\$344.75
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,123.98
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.11
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$11,135.09
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$44.44
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$361.67
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$406.11
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$22.22
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$22.22
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$16.76
<i>CENTURYLINK - Total For Risk Management</i>			\$16.76
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$11.11
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B lift station comms	\$82.66
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$93.77
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$38.97
<i>CENTURYLINK - Total For Streets</i>			\$38.97
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$22.22
<i>CENTURYLINK - Total For Water Administration</i>			\$22.22
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.75
<i>CENTURYLINK - Total For Water Distribution</i>			\$16.75
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$33.15
<i>CENTURYLINK - Total For Water Meters</i>			\$33.15
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$33.33
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$97.90

<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$131.23</i>
CENTURYLINK	WWTP Regional Interceptors	Acct #307-472-1129 839B	\$61.86
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			<i>\$61.86</i>
CENTURYLINK - ALL DEPARTMENTS			\$15,580.79

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Golf - Operations	Cable Service for clubhouse	\$249.34
<i>CHARTER COMMUNICATIO - Total For Golf - Operations</i>			<i>\$249.34</i>
CHARTER COMMUNICATIO	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$89.69
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$89.69</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$339.03

CHEM AQUA

CHEM AQUA	Ice Arena - Operations	Chem Aqua Water Treatment	\$534.91
<i>CHEM AQUA - Total For Ice Arena - Operations</i>			<i>\$534.91</i>
CHEM AQUA - ALL DEPARTMENTS			\$534.91

CHILLWELL 2.0

CHILLWELL 2.0	Finance	Portable A/C's for Offices	\$223.04
CHILLWELL 2.0	Finance	Refund of Sales Tax from Portable A/C purch	(\$10.10)
<i>CHILLWELL 2.0 - Total For Finance</i>			<i>\$212.94</i>
CHILLWELL 2.0 - ALL DEPARTMENTS			\$212.94

CHUG CHUG GAS AND GO

CHUG CHUG GAS AND GO	Police Investigations	AUTOMATED FUEL DISPENSERS; 23-001421	\$25.77
<i>CHUG CHUG GAS AND GO - Total For Police Investigations</i>			<i>\$25.77</i>
CHUG CHUG GAS AND GO - ALL DEPARTMENTS			\$25.77

CITIZEN PAYMENT

CITIZEN PAYMENT	Rec Center - Operations	Summer Adventure Camp Refund	\$1,100.00
<i>CITIZEN PAYMENT - Total For Rec Center - Operations</i>			<i>\$1,100.00</i>

CITIZEN PAYMENT - ALL DEPARTMENTS

\$1,100.00

CITY OF CASPER

CITY OF CASPER	Hogadon - Operations	Public Garbage	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$20.00
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$6,655.37
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			\$6,655.37
CITY OF CASPER	Parks - Parks Maint.	Public Garbage	\$158.95
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			\$158.95
CITY OF CASPER	Public Transit - CARES Act	Fuel & Workorder Charges - May 2023	\$17,748.86
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			\$17,748.86
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - May 2023	\$56,245.43
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$3,667.08
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			\$59,912.51
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/sweeping/newspr/	\$8,424.00
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/sweeping/newspr/	\$9,299.25
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$639.65
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$9,018.90
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$9,579.90
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$708.40
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$8,499.90
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$8,550.85
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$8,711.10
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$9,059.88
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$10,125.50
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$8,126.45
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$9,456.70
<i>CITY OF CASPER - Total For Refuse - Residential</i>			\$100,200.48
CITY OF CASPER	Regional Water Operations	Distribution Got Rid of Wooden Pallets - Ref	\$54.89
<i>CITY OF CASPER - Total For Regional Water Operations</i>			\$54.89
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$430,195.53
<i>CITY OF CASPER - Total For Sewer Administration</i>			\$430,195.53
CITY OF CASPER	Sewer Stormwater	trash pulled from drainage	\$23.10
<i>CITY OF CASPER - Total For Sewer Stormwater</i>			\$23.10
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$70.95

CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon & Alternate Dail	\$722.10
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$102.30
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$133.10
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$76.45

CITY OF CASPER - Total For WWTP Operations \$1,104.90

CITY OF CASPER - ALL DEPARTMENTS \$616,074.59

CIVICPLUS LLC

CIVICPLUS LLC	General Fund Revenue	Supplementation Subscription & Admin Supp	\$4,551.10
CIVICPLUS LLC	General Fund Revenue	MuniDocs Subscription	\$570.00

CIVICPLUS LLC - Total For General Fund Revenue \$5,121.10

CIVICPLUS LLC - ALL DEPARTMENTS \$5,121.10

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair TRK#2257 LANDFILL ROLL	\$2,853.61
CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair Baler Haul trailer full maint	\$8,245.36

CMI TECO, INC. - Total For Balefill - Disposal & Landfill \$11,098.97

CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2287 COMMERCIAL R	\$6,442.77
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2307 COMMERCIAL F	\$2,700.79
CMI TECO, INC.	Refuse - Commercial	Push (gear) Selector TRK#2287 COMM ROLL	\$1,651.10

CMI TECO, INC. - Total For Refuse - Commercial \$10,794.66

CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2289 Resident Sideloa	\$4,839.90
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2274 RESIDETAL SL 2	\$4,176.47
CMI TECO, INC.	Refuse - Residential	9" Touch Screen Monitor TRK#2312 RESIDEN	\$983.12
CMI TECO, INC.	Refuse - Residential	New arms for grippers TRK#2302 RESIDENT S	\$2,523.38
CMI TECO, INC.	Refuse - Residential	Solenoid Valve TRK#2274 RESIDENT SL 2015	\$1,639.19
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2286 RESIDENT SIDEL	\$5,783.04
CMI TECO, INC.	Refuse - Residential	Equipment repair Trk#2299 Resident Sideloa	\$772.20

CMI TECO, INC. - Total For Refuse - Residential \$20,717.30

CMI TECO, INC. - ALL DEPARTMENTS \$42,610.93

COASTAL TELEVISION

COASTAL TELEVISION	Rec Center - Classes	ADVERTISING CRC SUMMER CAMP DFS	\$1,184.00
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<i>COASTAL TELEVISION - Total For Rec Center - Classes</i>			<i>\$1,184.00</i>
COASTAL TELEVISION - ALL DEPARTMENTS			\$1,184.00

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Police Administration	Replace ignition wire & change times on blue	\$165.00
COMMUNICATION TECHNO	Police Administration	Remove/Replace Cable & Antenna, Rewire D	\$143.98
COMMUNICATION TECHNO	Police Administration	Battery Bypass - Changed Times On PDU	\$165.00
<i>COMMUNICATION TECHNO - Total For Police Administration</i>			<i>\$473.98</i>
COMMUNICATION TECHNO	Refuse - Commercial	Installed 2 WAY RADIO TRK#2315 COMM DE	\$7,572.57
<i>COMMUNICATION TECHNO - Total For Refuse - Commercial</i>			<i>\$7,572.57</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$8,046.55

CONOCO - BULLS SERVI

CONOCO - BULLS SERVI	Police Career Services	AUTOMATED FUEL DISPENSERS training	\$32.74
<i>CONOCO - BULLS SERVI - Total For Police Career Services</i>			<i>\$32.74</i>
CONOCO - BULLS SERVI - ALL DEPARTMENTS			\$32.74

CONVERGEONE

CONVERGEONE	Fire-EMS Administration	Fire Station 1 Networking Switch	\$9,765.14
<i>CONVERGEONE - Total For Fire-EMS Administration</i>			<i>\$9,765.14</i>
CONVERGEONE	Police Administration	Phone for Erika Govea and Headset	\$187.24
<i>CONVERGEONE - Total For Police Administration</i>			<i>\$187.24</i>
CONVERGEONE - ALL DEPARTMENTS			\$9,952.38

Core & Main

Core & Main	Water Meters	GASKETS- METER REPAIR PARTS	\$16.71
Core & Main	Water Meters	METER REPAIR PARTS	\$821.10
Core & Main	Water Meters	GASKETS- METER REPAIR PARTS	\$23.78
Core & Main	Water Meters	PROCODER-NEW METERS/ERT'S	\$1,935.80
Core & Main	Water Meters	NEPTUNE WATER METERS-NEW METERS/ER	\$3,921.00
<i>Core & Main - Total For Water Meters</i>			<i>\$6,718.39</i>
Core & Main - ALL DEPARTMENTS			\$6,718.39

CPU IIT

CPU IIT	CWR System Agency	Outdoor HD Camera - Security Upgrades	\$7,845.00
<i>CPU IIT - Total For CWR System Agency</i>			<i>\$7,845.00</i>
CPU IIT - ALL DEPARTMENTS			\$7,845.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Repair supplies for City Center - Crescent Ele	\$29.36
CRESCENT ELECTRIC SU	Buildings & Structures Fund	OSHA Repair Supplies for Service Center - Cr	\$22.84
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$52.20</i>
CRESCENT ELECTRIC SU	Parks - Parks Maint.	Outlets at City Hall	\$59.12
<i>CRESCENT ELECTRIC SU - Total For Parks - Parks Maint.</i>			<i>\$59.12</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$111.32

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	River Riparian & Upland Area	NPRR 1st Street Reach Boat Ram	\$5,372.25
<i>CROWN CONSTRUCTION L - Total For River Riparian & Upland Areas</i>			<i>\$5,372.25</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$5,372.25

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Repair supplies for Ash St Bldg - Crum	\$34.00
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$34.00</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Two Motor Savers - Well Supplies	\$280.65
CRUM ELECTRIC SUPPLY	Regional Water Operations	Motor Savers for Inventory - Well Supplies	\$280.65
CRUM ELECTRIC SUPPLY	Regional Water Operations	Fuses for Stock - Machinery Supplies	\$346.99
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$908.29</i>
CRUM ELECTRIC SUPPLY	Water Distribution	LUNCH ROOM LIGHT BULBS- BUILDING SUPP	\$114.02
<i>CRUM ELECTRIC SUPPLY - Total For Water Distribution</i>			<i>\$114.02</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Bulbs	\$137.35
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$137.35</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$1,193.66

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Capital Projects Fund	Parts for Crossroads Well	\$584.40
<i>DANA KEPNER COMPANY - Total For Capital Projects Fund</i>			<i>\$584.40</i>
DANA KEPNER COMPANY	Water Distribution	COUPLINGS, BOLTS, GASKETS- WATER & SE	\$4,049.65
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$4,049.65</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$4,634.05

DAWSON INFRASTRUCTUR

DAWSON INFRASTRUCTUR	Sewer Wastewater Collection nozzle and skid		\$2,978.24
DAWSON INFRASTRUCTUR	Sewer Wastewater Collection nozzle and skid		\$1,140.19
<i>DAWSON INFRASTRUCTUR - Total For Sewer Wastewater Collection</i>			<i>\$4,118.43</i>
DAWSON INFRASTRUCTUR - ALL DEPARTMENTS			\$4,118.43

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Solenoid for Fire 1	\$35.96
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Heads for 2nd street planter	\$28.07
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Repair Midwest	\$57.61
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Beverly	\$12.32
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$133.96</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$133.96

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	660223 Auto Glass Repair/Replacement	\$132.50
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$132.50</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$132.50

DELL MARKETING LP

DELL MARKETING LP	City Clerk	Technology Items (computers, software, and	\$41.12
<i>DELL MARKETING LP - Total For City Clerk</i>			<i>\$41.12</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$41.12

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair Supplies for CBC - Dennis Suppl	\$588.60
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Plumbing repair supplies for Metro Animal S	\$21.16
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for CBC - Dennis Suppl	\$120.40
DENNIS SUPPLY CO.	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Dennis	\$38.48
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$768.64</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$768.64

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Metro Animal Shelter	GOVERNMENT SERVICES NOT ELSEWHERE C	\$82.00
<i>DEPT. OF FAMILY SVCS - Total For Metro Animal Shelter</i>			<i>\$82.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$82.00

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Buildings & Structures Fund	Painting Supplies for Ft. Caspar - Diamond V	\$64.44
<i>DIAMOND VOGEL PAINTS - Total For Buildings & Structures Fund</i>			<i>\$64.44</i>
DIAMOND VOGEL PAINTS	Regional Water Operations	Brushes for Plant Hand Rails and Steps - Oth	\$36.48
<i>DIAMOND VOGEL PAINTS - Total For Regional Water Operations</i>			<i>\$36.48</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$100.92

DOLLAR TREE

DOLLAR TREE	Rec Center - Admin	Rec Admin Office Decor	\$31.25
<i>DOLLAR TREE - Total For Rec Center - Admin</i>			<i>\$31.25</i>
DOLLAR TREE	Rec Center - Classes	Recreation Class Supplies	\$7.50
<i>DOLLAR TREE - Total For Rec Center - Classes</i>			<i>\$7.50</i>
DOLLAR TREE - ALL DEPARTMENTS			\$38.75

DOUBLE D WELDING & F

DOUBLE D WELDING & F	Capital Projects Fund	Fabricate 8" Piping	\$3,155.00
<i>DOUBLE D WELDING & F - Total For Capital Projects Fund</i>			<i>\$3,155.00</i>
DOUBLE D WELDING & F - ALL DEPARTMENTS			\$3,155.00

DOUBLETREE HOTELS

DOUBLETREE HOTELS	Metro Animal Shelter	DOUBLETREE lodging training	\$510.75
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<i>DOUBLETREE HOTELS - Total For Metro Animal Shelter</i>			\$510.75
DOUBLETREE HOTELS - ALL DEPARTMENTS			\$510.75

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	WWTP Operations	Sodium Hypochlorite	\$13,219.45
<i>DPC INDUSTRIES, INC. - Total For WWTP Operations</i>			<i>\$13,219.45</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$13,219.45

DRIVER CHECK

DRIVER CHECK	Balefill - Baler Processing	How's My Driving Safety Srvc - 5/01/23 to 5/	\$49.38
<i>DRIVER CHECK - Total For Balefill - Baler Processing</i>			<i>\$49.38</i>
DRIVER CHECK	Balefill - Disposal & Landfill	How's My Driving Safety Srvc - 5/01/23 to 5/	\$65.84
<i>DRIVER CHECK - Total For Balefill - Disposal & Landfill</i>			<i>\$65.84</i>
DRIVER CHECK	Balefill - Diversion & Special	How's My Driving Safety Srvc - 5/01/23 to 5/	\$49.38
<i>DRIVER CHECK - Total For Balefill - Diversion & Special</i>			<i>\$49.38</i>
DRIVER CHECK	Refuse - Commercial	How's My Driving Safety Srvc - 5/01/23 to 5/	\$164.60
<i>DRIVER CHECK - Total For Refuse - Commercial</i>			<i>\$164.60</i>
DRIVER CHECK	Refuse - Recycling	How's My Driving Safety Srvc - 5/01/23 to 5/	\$115.97
<i>DRIVER CHECK - Total For Refuse - Recycling</i>			<i>\$115.97</i>
DRIVER CHECK	Refuse - Residential	How's My Driving Safety Srvc - 5/01/23 to 5/	\$312.74
<i>DRIVER CHECK - Total For Refuse - Residential</i>			<i>\$312.74</i>
DRIVER CHECK - ALL DEPARTMENTS			\$757.91

DXP ENTERPRISES, INC

DXP ENTERPRISES, INC	Water Tanks	Pump Repair Parts for Booster Station Impro	\$15,112.06
<i>DXP ENTERPRISES, INC - Total For Water Tanks</i>			<i>\$15,112.06</i>
DXP ENTERPRISES, INC - ALL DEPARTMENTS			\$15,112.06

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Aquatics - Operations	Milestone Renewals	\$127.28
<i>DYNAMIC CONTROLS INC - Total For Aquatics - Operations</i>			<i>\$127.28</i>
DYNAMIC CONTROLS INC	Balefill - Disposal & Landfill	Milestone Renewals	\$1,240.98
<i>DYNAMIC CONTROLS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$1,240.98</i>

DYNAMIC CONTROLS INC	Fleet Maintenance Fund	Milestone Renewals	\$190.92
<i>DYNAMIC CONTROLS INC - Total For Fleet Maintenance Fund</i>			<i>\$190.92</i>
DYNAMIC CONTROLS INC	Ft. Caspar Museum	Milestone Renewals	\$318.20
<i>DYNAMIC CONTROLS INC - Total For Ft. Caspar Museum</i>			<i>\$318.20</i>
DYNAMIC CONTROLS INC	Golf - Operations	Milestone Renewals	\$31.82
<i>DYNAMIC CONTROLS INC - Total For Golf - Operations</i>			<i>\$31.82</i>
DYNAMIC CONTROLS INC	Ice Arena - Operations	Milestone Renewals	\$190.92
<i>DYNAMIC CONTROLS INC - Total For Ice Arena - Operations</i>			<i>\$190.92</i>
DYNAMIC CONTROLS INC	Information Services	Milestone Renewals	\$31.82
<i>DYNAMIC CONTROLS INC - Total For Information Services</i>			<i>\$31.82</i>
DYNAMIC CONTROLS INC	Metro Animal Shelter	Milestone Renewals	\$540.94
<i>DYNAMIC CONTROLS INC - Total For Metro Animal Shelter</i>			<i>\$540.94</i>
DYNAMIC CONTROLS INC	Municipal Court	Milestone Renewals	\$31.82
<i>DYNAMIC CONTROLS INC - Total For Municipal Court</i>			<i>\$31.82</i>
DYNAMIC CONTROLS INC	Police Administration	Milestone Renewals	\$1,113.70
<i>DYNAMIC CONTROLS INC - Total For Police Administration</i>			<i>\$1,113.70</i>
DYNAMIC CONTROLS INC	Public Transit - Operations	Milestone Renewals	\$95.46
<i>DYNAMIC CONTROLS INC - Total For Public Transit - Operations</i>			<i>\$95.46</i>
DYNAMIC CONTROLS INC	Rec Center - Classes	Milestone Renewals	\$381.84
<i>DYNAMIC CONTROLS INC - Total For Rec Center - Classes</i>			<i>\$381.84</i>
DYNAMIC CONTROLS INC	Regional Water Operations	Milestone Renewals	\$413.66
<i>DYNAMIC CONTROLS INC - Total For Regional Water Operations</i>			<i>\$413.66</i>
DYNAMIC CONTROLS INC	Risk Management	Door Access - Card Reader Repair	\$6,032.00
<i>DYNAMIC CONTROLS INC - Total For Risk Management</i>			<i>\$6,032.00</i>
DYNAMIC CONTROLS INC	WWTP Operations	Milestone Renewals	\$222.74
<i>DYNAMIC CONTROLS INC - Total For WWTP Operations</i>			<i>\$222.74</i>
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$10,964.10

E & F TOWING TRANSP0

E & F TOWING TRANSP0	Community Development	Towing service	\$85.00
E & F TOWING TRANSP0	Community Development	Towing service	\$85.00
<i>E & F TOWING TRANSP0 - Total For Community Development</i>			<i>\$170.00</i>
E & F TOWING TRANSP0 - ALL DEPARTMENTS			\$170.00

EB INC

EB INC	Balefill - Disposal & Landfill	LANDSCAPE AND HORTICULTURAL SERVICES	\$550.00
<i>EB INC - Total For Balefill - Disposal & Landfill</i>			<i>\$550.00</i>
EB INC - ALL DEPARTMENTS			\$550.00

eBay O 21-10174-3278

eBay O 21-10174-3278	Fleet Maintenance Fund	PARKER LOAD CNTRL VALVE	\$305.55
<i>eBay O 21-10174-3278 - Total For Fleet Maintenance Fund</i>			<i>\$305.55</i>
eBay O 21-10174-3278 - ALL DEPARTMENTS			\$305.55

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Work Boot & Clothing Reimbursement	\$220.30
EMPLOYEE REIMBURSEME	Balefill - Diversion & Special	Work boot reimbursement	\$143.84
<i>EMPLOYEE REIMBURSEME - Total For Balefill - Diversion & Special</i>			<i>\$364.14</i>
EMPLOYEE REIMBURSEME	Police Administration	Work clothing reimbursement	\$394.69
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$394.69</i>
EMPLOYEE REIMBURSEME	Property Insurance Fund	CDL Medial Testing Reimbursement	\$95.00
<i>EMPLOYEE REIMBURSEME - Total For Property Insurance Fund</i>			<i>\$95.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$109.99
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$113.32
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$40.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$263.31</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,117.14

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable Water testing	\$53.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$53.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$53.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Solids, Suspended - Analysis Parameter - Tes	\$53.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Testing - Testing	\$339.00

ENERGY LABRATORIES I	Regional Water Operations	Alkalinity to pH & Carbon, Organic Test - Test	\$108.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply Tests - Testing	\$53.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$553.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$528.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$165.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$561.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$165.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$363.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,782.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$2,335.00

E-S PRESS INC

E-S PRESS INC	Police Grants Fund	Emotional Survival For Law Enforcement Cou	\$11,116.15
<i>E-S PRESS INC - Total For Police Grants Fund</i>			<i>\$11,116.15</i>
E-S PRESS INC - ALL DEPARTMENTS			\$11,116.15

EXPERIAN EXP PAY CC

EXPERIAN EXP PAY CC	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$104.08
<i>EXPERIAN EXP PAY CC - Total For Police Administration</i>			<i>\$104.08</i>
EXPERIAN EXP PAY CC - ALL DEPARTMENTS			\$104.08

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Refuse - Residential	Temp service	\$1,159.86
EXPRESS SERVICES INC	Refuse - Residential	Temp service	\$1,161.60
<i>EXPRESS SERVICES INC - Total For Refuse - Residential</i>			<i>\$2,321.46</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$2,321.46

FACEBK G8THEPPD52

FACEBK G8THEPPD52	Aquatics - Operations	Advertising on Facebook	\$30.00
<i>FACEBK G8THEPPD52 - Total For Aquatics - Operations</i>			<i>\$30.00</i>
FACEBK G8THEPPD52 - ALL DEPARTMENTS			\$30.00

FEDEX88416231

FEDEX88416231	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$114.47
<i>FEDEX88416231 - Total For Police Administration</i>			<i>\$114.47</i>
FEDEX88416231 - ALL DEPARTMENTS			\$114.47

FEDEX88416234

FEDEX88416234	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$56.94
<i>FEDEX88416234 - Total For Police Administration</i>			<i>\$56.94</i>
FEDEX88416234 - ALL DEPARTMENTS			\$56.94

FEDEX88416506

FEDEX88416506	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$72.60
<i>FEDEX88416506 - Total For Police Administration</i>			<i>\$72.60</i>
FEDEX88416506 - ALL DEPARTMENTS			\$72.60

FEDEX88501105

FEDEX88501105	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$28.53
<i>FEDEX88501105 - Total For Police Administration</i>			<i>\$28.53</i>
FEDEX88501105 - ALL DEPARTMENTS			\$28.53

FELSBURG HOLT & ULLE

FELSBURG HOLT & ULLE	Metropolitan Planning Org	Casper Area Impact Fee Study	\$7,876.15
<i>FELSBURG HOLT & ULLE - Total For Metropolitan Planning Org</i>			<i>\$7,876.15</i>
FELSBURG HOLT & ULLE - ALL DEPARTMENTS			\$7,876.15

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Plumbing repair supplies for Ft Caspar Restro	\$173.15
<i>FERGUSON ENTERPRISES - Total For Buildings & Structures Fund</i>			<i>\$173.15</i>
FERGUSON ENTERPRISES	Capital Projects Fund	Bolts for crossroads well	\$33.44
FERGUSON ENTERPRISES	Capital Projects Fund	Bolts for well at Crossroads	\$109.18
<i>FERGUSON ENTERPRISES - Total For Capital Projects Fund</i>			<i>\$142.62</i>

FERGUSON ENTERPRISES - ALL DEPARTMENTS

\$315.77

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Public Transit - CARES Act	Tamper Resistant Bags	\$162.00
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<i>FIRST INTERSTATE BAN - Total For Public Transit - CARES Act</i>			<i>\$162.00</i>
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FIRST INTERSTATE BAN - ALL DEPARTMENTS

\$162.00

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Fund	Veterinary supplies	\$1,522.40
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<i>FIRST VETERINARY SUP - Total For Metro Animal Fund</i>			<i>\$1,522.40</i>
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FIRST VETERINARY SUP - ALL DEPARTMENTS

\$1,522.40

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP Operations	Gloves	\$142.84
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<i>FISHER SCIENTIFIC - Total For WWTP Operations</i>			<i>\$142.84</i>
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FISHER SCIENTIFIC - ALL DEPARTMENTS

\$142.84

FUN EXPRESS

FUN EXPRESS	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$986.47
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FUN EXPRESS	Rec Center - Classes	CRC SUMMER CAMP ART SUPPLIES	\$147.97
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FUN EXPRESS	Rec Center - Classes	CRC SUMMER CAMP ART SUPPLIES	\$263.94
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<i>FUN EXPRESS - Total For Rec Center - Classes</i>			<i>\$1,398.38</i>
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FUN EXPRESS - ALL DEPARTMENTS

\$1,398.38

GALLES GREENHOUSE AN

GALLES GREENHOUSE AN	Parks - Urban Forestry	memorial tree	\$276.79
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<i>GALLES GREENHOUSE AN - Total For Parks - Urban Forestry</i>			<i>\$276.79</i>
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GALLES GREENHOUSE AN - ALL DEPARTMENTS

\$276.79

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$145.54
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GALLS, INC.	Police Career Services	Uniform supplies	\$167.98
GALLS, INC.	Police Career Services	Uniform supplies	\$68.24
GALLS, INC.	Police Career Services	Uniform supplies	\$364.54

GALLS, INC. - Total For Police Career Services \$746.30

GALLS, INC. - ALL DEPARTMENTS \$746.30

GE MDS

GE MDS	Capital Projects Fund	Power supply for radios	\$221.09
GE MDS	Capital Projects Fund	Network Radio Equipment for Baseline Contr	\$3,869.81
GE MDS	Capital Projects Fund	Power supply for radios	\$77.09
GE MDS	Capital Projects Fund	Network Radio Equipment for Baseline Contr	\$498.84

GE MDS - Total For Capital Projects Fund \$4,666.83

GE MDS - ALL DEPARTMENTS \$4,666.83

GEORGE T SANDERS

GEORGE T SANDERS	Buildings & Structures Fund	BAS Shop Supplies - GT Sanders	\$30.61
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GEORGE T SANDERS - Total For Buildings & Structures Fund \$30.61

GEORGE T SANDERS - ALL DEPARTMENTS \$30.61

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Capital Projects Fund	Fabric for soft fall material at Green Meado	\$643.75
GEOTEC INDUSTRIAL SU	Capital Projects Fund	Fabric for soft fall material at Wolf Creek Par	\$1,287.50

GEOTEC INDUSTRIAL SU - Total For Capital Projects Fund \$1,931.25

GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS \$1,931.25

GFOA

GFOA	Finance	Jill Johnson GFOA Renewal Fees	\$595.00
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GFOA - Total For Finance \$595.00

GFOA - ALL DEPARTMENTS \$595.00

GILLETTE STEEL CENTE

GILLETTE STEEL CENTE	Balefill - Baler Processing	STEEL FOR BALER	\$1,517.16
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GILLETTE STEEL CENTE	Balefill - Baler Processing	1/2" Hardox 450 LINER PLATE FOR BALER RE	\$6,700.00
<i>GILLETTE STEEL CENTE - Total For Balefill - Baler Processing</i>			<i>\$8,217.16</i>
GILLETTE STEEL CENTE - ALL DEPARTMENTS			\$8,217.16

GISCI

GISCI	Information Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATIO	\$95.00
<i>GISCI - Total For Information Services</i>			<i>\$95.00</i>
GISCI - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Balefill - Baler Processing	BRASS SHIM STOCK/BALER RELINE	\$57.58
GRAINGER, INC.	Balefill - Baler Processing	BRASS SHIMS STOCK/BALER RELINE	\$30.82
<i>GRAINGER, INC. - Total For Balefill - Baler Processing</i>			<i>\$88.40</i>
GRAINGER, INC.	Balefill - Diversion & Special	Drum Funnel & drum valve for SW Processin	\$177.38
<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			<i>\$177.38</i>
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies - Grainger	\$111.93
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$111.93</i>
GRAINGER, INC.	Parks - Athletic Maint.	Work Gloves for staff	\$119.52
<i>GRAINGER, INC. - Total For Parks - Athletic Maint.</i>			<i>\$119.52</i>
GRAINGER, INC.	Regional Water Operations	HVAC Air Filters - Machinery Supplies	\$42.07
GRAINGER, INC.	Regional Water Operations	HVAC Air Filter - Machinery Supplies	\$9.35
GRAINGER, INC.	Regional Water Operations	HVAC Air Filter - Machinery Supplies	\$93.89
GRAINGER, INC.	Regional Water Operations	HVAC Air Filters - Machinery Supplies	\$66.84
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$212.15</i>
GRAINGER, INC.	RWS - Booster Stations	SOLENOID VALVE BRASS UNIVERSAL- REGIO	\$574.22
<i>GRAINGER, INC. - Total For RWS - Booster Stations</i>			<i>\$574.22</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$1,283.60

GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	4 donuts for Celebration with Carter	\$5.20
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$5.20</i>
GREAT HARVEST BREAD - ALL DEPARTMENTS			\$5.20

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	3- Ford F250 Crew Cab Trucks for Fire Admin	\$49,737.00
GREINER MOTOR CO - C	Capital Projects Fund	3- Ford F250 Crew Cab Trucks for Fire Admin	\$52,522.00
GREINER MOTOR CO - C	Capital Projects Fund	3- Ford F250 Crew Cab Trucks for Fire Admin	\$46,845.00
<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$149,104.00</i>
GREINER MOTOR CO - C - ALL DEPARTMENTS			\$149,104.00

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Design and CA of CFAC Natatori	\$7,708.20
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$7,708.20</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$7,708.20

HAASS CONSTRUCTION C

HAASS CONSTRUCTION C	Risk Management	Contractor Services - CBC Door	\$1,500.00
<i>HAASS CONSTRUCTION C - Total For Risk Management</i>			<i>\$1,500.00</i>
HAASS CONSTRUCTION C - ALL DEPARTMENTS			\$1,500.00

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Red, Blue, & Yellow Buffer Solution - Lab Sup	\$129.54
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$129.54</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$129.54

HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	Capital Projects Fund	Stand pipe for Crossroads Well	\$1,157.87
<i>HAJOCA KEENAN SUPP - Total For Capital Projects Fund</i>			<i>\$1,157.87</i>
HAJOCA KEENAN SUPP - ALL DEPARTMENTS			\$1,157.87

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$143.91
<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$143.91</i>
HARBOR FREIGHT TOOLS	Water Distribution	TOOLS FOR 660275- VEHICLE SUPPLIES	\$48.96

HARBOR FREIGHT TOOLS	Water Distribution	GAS HRZTL ENGIN- BUILDING SUPPLIES	\$159.99
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			\$208.95
HARBOR FREIGHT TOOLS	Weed & Pest Fund	Tools	\$66.98
<i>HARBOR FREIGHT TOOLS - Total For Weed & Pest Fund</i>			\$66.98
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$419.84

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Plumbing repair supplies for Lansing Field - C	\$52.16
HARDWARE PARTNERS LL	Buildings & Structures Fund	HVAC Repair supplies for City Center - CY Ac	\$11.69
HARDWARE PARTNERS LL	Buildings & Structures Fund	Replacement sump pump for Parking Garage	\$209.99
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for PV Pool - CY Ace	\$33.97
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for PV Pool - CY Ace	\$10.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Aquatics Center - CY Ace	\$58.08
<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			\$376.87
HARDWARE PARTNERS LL	Cemetery	supplies	\$198.93
<i>HARDWARE PARTNERS LL - Total For Cemetery</i>			\$198.93
HARDWARE PARTNERS LL	Parks - Parks Maint.	Eye Bolt for Stoneridge Park	\$11.98
HARDWARE PARTNERS LL	Parks - Parks Maint.	Weedeater Repair	\$115.00
HARDWARE PARTNERS LL	Parks - Parks Maint.	Rake	\$29.99
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			\$156.97
HARDWARE PARTNERS LL	Regional Water Operations	Flagging Tape for Morad Well Field - Well Su	\$7.18
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			\$7.18
HARDWARE PARTNERS LL	Weed & Pest Fund	Weedeaters	\$459.98
HARDWARE PARTNERS LL	Weed & Pest Fund	Push Mower	\$479.00
HARDWARE PARTNERS LL	Weed & Pest Fund	Power washer	\$799.99
HARDWARE PARTNERS LL	Weed & Pest Fund	Weedeater and blower	\$429.98
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			\$2,168.95
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$2,908.90

HIGHPLAINSP

HIGHPLAINSP	General Fund Revenue	Books for resale in gift shop	\$276.94
<i>HIGHPLAINSP - Total For General Fund Revenue</i>			\$276.94
HIGHPLAINSP - ALL DEPARTMENTS			\$276.94

HILLHOUSE W. LTD

HILLHOUSE W. LTD	General Fund Revenue	Items for resale at museum store	\$150.07
<i>HILLHOUSE W. LTD - Total For General Fund Revenue</i>			<i>\$150.07</i>
HILLHOUSE W. LTD - ALL DEPARTMENTS			\$150.07

HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - CARES Act	LAUNDER TOWELS	\$45.00
<i>HILLTOP LAUNDROMAT - Total For Public Transit - CARES Act</i>			<i>\$45.00</i>
HILLTOP LAUNDROMAT - ALL DEPARTMENTS			\$45.00

HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$1,500.00
<i>HOLLAND & HART LLP - Total For Water Tanks</i>			<i>\$1,500.00</i>
HOLLAND & HART LLP - ALL DEPARTMENTS			\$1,500.00

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	bulk fuel for solidwaste	\$26,180.26
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$26,180.26</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	9,000 Gal Clear Diesel Fuel I& Ecoclean Powe	\$30,834.27
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$30,834.27</i>
HOMAX OIL SALES, INC	Golf - Operations	Midgrade Gasoline & Clear Diesel Fuel	\$2,740.36
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$2,740.36</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$59,754.89

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Buildings & Structures Fund	Repair supplies for Ice Arena - Hose and Rub	\$85.34
HOSE AND RUBBER SUPP	Buildings & Structures Fund	Repair supplies for Ice Arena - Hose and Rub	\$9.15
<i>HOSE AND RUBBER SUPP - Total For Buildings & Structures Fund</i>			<i>\$94.49</i>
HOSE AND RUBBER SUPP	Refuse - Residential	TRUCK BARN O-RINGS	\$8.80
<i>HOSE AND RUBBER SUPP - Total For Refuse - Residential</i>			<i>\$8.80</i>
HOSE AND RUBBER SUPP	Regional Water Operations	Fitting & Hose for Poly Transfer - Machinery	\$43.66
<i>HOSE AND RUBBER SUPP - Total For Regional Water Operations</i>			<i>\$43.66</i>

HOSE AND RUBBER SUPP	RWS - Booster Stations	GASKET MATERIALS FOR MTN. VIEW TANK-	\$99.36
<i>HOSE AND RUBBER SUPP - Total For RWS - Booster Stations</i>			<i>\$99.36</i>
HOSE AND RUBBER SUPP	Sewer Wastewater Collection hose mending		\$30.00
<i>HOSE AND RUBBER SUPP - Total For Sewer Wastewater Collection</i>			<i>\$30.00</i>
HOSE AND RUBBER SUPP	Water Meters	METER TESTING HOSES- METER REPAIR PAR	\$478.80
<i>HOSE AND RUBBER SUPP - Total For Water Meters</i>			<i>\$478.80</i>
HOSE AND RUBBER SUPP	Weed & Pest Fund	Spiral wrap for grease gun	\$110.58
<i>HOSE AND RUBBER SUPP - Total For Weed & Pest Fund</i>			<i>\$110.58</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$865.69

HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	Remote Svc. SCADA Reporting-Professional	\$200.00
<i>HYDRO OPTIMIZATION & - Total For Regional Water Operations</i>			<i>\$200.00</i>
HYDRO OPTIMIZATION & - ALL DEPARTMENTS			\$200.00

IEC US HOLDINGS INC

IEC US HOLDINGS INC	Water Meters	Special Training & Truck Rental	\$2,695.00
<i>IEC US HOLDINGS INC - Total For Water Meters</i>			<i>\$2,695.00</i>
IEC US HOLDINGS INC	Water Tanks	Special Training & Truck Rental	\$2,865.00
<i>IEC US HOLDINGS INC - Total For Water Tanks</i>			<i>\$2,865.00</i>
IEC US HOLDINGS INC - ALL DEPARTMENTS			\$5,560.00

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Water Distribution	Testing of street construction & compaction	\$273.90
<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$273.90</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$273.90

INDUSTRIAL PRODUCTS

INDUSTRIAL PRODUCTS	Police Administration	Training Ammo	\$8,493.18
<i>INDUSTRIAL PRODUCTS - Total For Police Administration</i>			<i>\$8,493.18</i>
INDUSTRIAL PRODUCTS - ALL DEPARTMENTS			\$8,493.18

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	machine pop it valve	\$75.00
INDUSTRIAL SCREEN &	Balefill - Baler Processing	Repair On Hydraulic Valve for baler	\$105.00
<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			<i>\$180.00</i>
INDUSTRIAL SCREEN &	Capital Projects Fund	Parts for well at Crossroads	\$285.00
<i>INDUSTRIAL SCREEN & - Total For Capital Projects Fund</i>			<i>\$285.00</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$465.00

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$461.51
<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$461.51</i>
INGRAM BOOK COMPANY - ALL DEPARTMENTS			\$461.51

INSTALLATION & SVC.

INSTALLATION & SVC.	RWS - Booster Stations	Water Line Srv. Saddle Repair - Booster Sup	\$5,985.06
<i>INSTALLATION & SVC. - Total For RWS - Booster Stations</i>			<i>\$5,985.06</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$5,985.06

INTUIT, INC.

INTUIT, INC.	Buildings & Structures Fund	DE Filters for Marion Kreiner Pool - Separma	\$5,039.76
<i>INTUIT, INC. - Total For Buildings & Structures Fund</i>			<i>\$5,039.76</i>
INTUIT, INC.	Capital Projects Fund	Payment for Range Dispenser shed contract	\$1,100.00
<i>INTUIT, INC. - Total For Capital Projects Fund</i>			<i>\$1,100.00</i>
INTUIT, INC.	Community Development	NURSERIES, LAWN AND GARDEN SUPPLY ST	\$391.37
<i>INTUIT, INC. - Total For Community Development</i>			<i>\$391.37</i>
INTUIT, INC.	Information Services	ELECTRICAL CONTRACTORS - City Hall netwo	\$1,275.00
<i>INTUIT, INC. - Total For Information Services</i>			<i>\$1,275.00</i>
INTUIT, INC.	Parks - Parks Maint.	Graffiti removal long park, skate park, Eastda	\$450.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$450.00</i>
INTUIT, INC.	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$7,000.00
<i>INTUIT, INC. - Total For Police Career Services</i>			<i>\$7,000.00</i>
INTUIT, INC.	Rec Center - Classes	Clay for pottery class CRC	\$114.00
<i>INTUIT, INC. - Total For Rec Center - Classes</i>			<i>\$114.00</i>

INTUIT, INC.	WWTP Pretreatment	Waste manifests	\$965.40
<i>INTUIT, INC. - Total For WWTP Pretreatment</i>			<i>\$965.40</i>
INTUIT, INC. - ALL DEPARTMENTS			\$16,335.53

ISA

ISA	Parks - Urban Forestry	ISA Dues	\$120.00
ISA	Parks - Urban Forestry	ISA Dues	\$120.00
<i>ISA - Total For Parks - Urban Forestry</i>			<i>\$240.00</i>
ISA - ALL DEPARTMENTS			\$240.00

JAMES BRUCE MCGIRR

JAMES BRUCE MCGIRR	General Fund Revenue	Books For Resale In Museum Store	\$358.72
<i>JAMES BRUCE MCGIRR - Total For General Fund Revenue</i>			<i>\$358.72</i>
JAMES BRUCE MCGIRR - ALL DEPARTMENTS			\$358.72

JDC INVESTIGATIONS L

JDC INVESTIGATIONS L	Fire-EMS Training	New Hire Background Check	\$150.00
JDC INVESTIGATIONS L	Fire-EMS Training	New Hire Background Check	\$700.00
JDC INVESTIGATIONS L	Fire-EMS Training	New Hire Background Checks	\$850.00
JDC INVESTIGATIONS L	Fire-EMS Training	New Hire Background Check	\$700.00
<i>JDC INVESTIGATIONS L - Total For Fire-EMS Training</i>			<i>\$2,400.00</i>
JDC INVESTIGATIONS L - ALL DEPARTMENTS			\$2,400.00

JOHNNY APPLESEED, IN

JOHNNY APPLESEED, IN	Parks - Parks Maint.	Flowers for Special Areas	\$992.73
<i>JOHNNY APPLESEED, IN - Total For Parks - Parks Maint.</i>			<i>\$992.73</i>
JOHNNY APPLESEED, IN	Refuse - Recycling	Mowing/Weeding/Water Trees/Winterize W	\$4,485.00
<i>JOHNNY APPLESEED, IN - Total For Refuse - Recycling</i>			<i>\$4,485.00</i>
JOHNNY APPLESEED, IN - ALL DEPARTMENTS			\$5,477.73

KEYHOLE TECHNOLOGIES

KEYHOLE TECHNOLOGIES	Water Distribution	Tire Ring Bases, Cones, Grabber Tubes, Shipp	\$3,944.64
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KEYHOLE TECHNOLOGIES - Total For Water Distribution \$3,944.64

KEYHOLE TECHNOLOGIES - ALL DEPARTMENTS \$3,944.64

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	DELIVERY OF MATERIAL TO REPAIR CUSTOM	\$4,998.36
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Recycled Concrete w/Base & Delivery south	\$3,846.92
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Recycled Concrete w/Base for south road	\$4,999.92
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Ldf SOUTH ROAD road base delivery	\$4,995.59
KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Recycled Concrete w/Base for south road	\$1,612.79

KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill \$20,453.58

KNIFE RIVER/JTL	Capital Projects Fund	Recycled Concrete w/Base & Delivery	\$1,396.95
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KNIFE RIVER/JTL - Total For Capital Projects Fund \$1,396.95

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,379.08
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$924.60
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,303.64
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$371.68
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$848.24
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$373.52

KNIFE RIVER/JTL - Total For Streets \$5,200.76

KNIFE RIVER/JTL - ALL DEPARTMENTS \$27,051.29

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag	\$8,300.00
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KUBWATER RESOURCES, - Total For WWTP Operations \$8,300.00

KUBWATER RESOURCES, - ALL DEPARTMENTS \$8,300.00

LIGHTSENSE TECHNOLOG

LIGHTSENSE TECHNOLOG	Capital Projects Fund	Handheld spectrometer - Fentanyl and Meth	\$34,800.00
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LIGHTSENSE TECHNOLOG - Total For Capital Projects Fund \$34,800.00

LIGHTSENSE TECHNOLOG - ALL DEPARTMENTS \$34,800.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning/Janitorial Service	\$420.00
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<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			\$420.00
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$420.00
 LONG BUILDING TECHNO			
LONG BUILDING TECHNO	Capital Projects Fund	Construction project - not bui	\$130,870.00
<i>LONG BUILDING TECHNO - Total For Capital Projects Fund</i>			<i>\$130,870.00</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$130,870.00
 MARVELOUS ENTERTAINM			
MARVELOUS ENTERTAINM	Police Administration	Casper PD Block Party & Gratuity	\$360.00
<i>MARVELOUS ENTERTAINM - Total For Police Administration</i>			<i>\$360.00</i>
MARVELOUS ENTERTAINM - ALL DEPARTMENTS			\$360.00
 MCCOY SALES CORPORAT			
MCCOY SALES CORPORAT	Water Distribution	660270- VEHICLE SUPPLIES	\$43.98
<i>MCCOY SALES CORPORAT - Total For Water Distribution</i>			<i>\$43.98</i>
MCCOY SALES CORPORAT - ALL DEPARTMENTS			\$43.98
 MENARDS CASPER WY			
MENARDS CASPER WY	Capital Projects Fund	Range Ball Dispenser	\$74.49
MENARDS CASPER WY	Capital Projects Fund	Door for ball dispenser at golf course, mistak	\$469.37
MENARDS CASPER WY	Capital Projects Fund	Range Ball Dispenser	\$300.16
<i>MENARDS CASPER WY - Total For Capital Projects Fund</i>			<i>\$844.02</i>
MENARDS CASPER WY	Cemetery	safety supplies	\$178.14
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$178.14</i>
MENARDS CASPER WY	Parks - Parks Maint.	boot scrapers	\$25.98
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$25.98</i>
MENARDS CASPER WY	Refuse - Recycling	WATER FOR BATTERY ON FORKLIFT RODENT	\$38.66
MENARDS CASPER WY	Refuse - Recycling	PARTS FOR BALER AT THE MRF	\$38.90
<i>MENARDS CASPER WY - Total For Refuse - Recycling</i>			<i>\$77.56</i>
MENARDS CASPER WY	River Volunteer Events	HOME SUPPLY WAREHOUSE STORES	\$1,225.65
<i>MENARDS CASPER WY - Total For River Volunteer Events</i>			<i>\$1,225.65</i>
MENARDS CASPER WY	Water Tanks	OAKCREST BOOSTER PARTS- BOOSTER/LIFT S	\$29.37

<i>MENARDS CASPER WY - Total For Water Tanks</i>			\$29.37
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MENARDS CASPER WY - ALL DEPARTMENTS			\$2,380.72
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MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I	Golf - Operations	Golf Flag Sticks	\$251.50
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<i>MIDLAND IMPLEMENT, I - Total For Golf - Operations</i>			\$251.50
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MIDLAND IMPLEMENT, I - ALL DEPARTMENTS			\$251.50
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MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$236.62
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MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$427.80
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<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			\$664.42
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MIDLAND SCIENTIFIC - ALL DEPARTMENTS			\$664.42
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MOBILE CONCRETE, INC

MOBILE CONCRETE, INC	Parks - Parks Maint.	City of Casper 40/Fiber/Short Load Fee/Surc	\$420.75
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<i>MOBILE CONCRETE, INC - Total For Parks - Parks Maint.</i>			\$420.75
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MOBILE CONCRETE, INC	Water Distribution	City of Casper 40 & Fuel Surcharge	\$437.00
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MOBILE CONCRETE, INC	Water Distribution	1,500 TONS OF FILL SAND- WATER & SEWER	\$9,599.88
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MOBILE CONCRETE, INC	Water Distribution	1,500 TONS OF FILL SAND- WATER & SEWER	\$2,062.20
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<i>MOBILE CONCRETE, INC - Total For Water Distribution</i>			\$12,099.08
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MOBILE CONCRETE, INC - ALL DEPARTMENTS			\$12,519.83
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Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service - June 2023	\$225.00
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Monson	Buildings & Structures Fund	Monthly Janitorial Service - June 2023	\$5,976.60
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<i>Monson - Total For Buildings & Structures Fund</i>			\$6,201.60
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Monson - ALL DEPARTMENTS			\$6,201.60
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MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Valves, Kroil/Aerosol & Drip Proof Plug Kit	\$536.23
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<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			\$536.23
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MOTION AND FLOW CONT - ALL DEPARTMENTS

\$536.23

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Police Administration	Year 1 Subscription	\$14,510.00
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<i>MOTOROLA SOLUTIONS - Total For Police Administration</i>			\$14,510.00
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MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/Plus Pkg/Microw	\$9,457.67
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<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			\$9,457.67
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MOTOROLA SOLUTIONS - ALL DEPARTMENTS

\$23,967.67

MOUNTAIN STATES

MOUNTAIN STATES	Police Administration	Printing Service - business cards	\$216.87
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MOUNTAIN STATES	Police Administration	Printing Service - business cards	\$276.95
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<i>MOUNTAIN STATES - Total For Police Administration</i>			\$493.82
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MOUNTAIN STATES - ALL DEPARTMENTS

\$493.82

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	General/Vehicle Supplies & Other Contractu	\$1,143.39
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	General/Vehicle Supplies & Other Contractu	\$87,534.35
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NAPA AUTO PARTS CORP	Fleet Maintenance Fund	General/Vehicle Supplies & Other Contractu	\$16,470.78
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<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			\$105,148.52
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NAPA AUTO PARTS CORP	Refuse - Commercial	TRK#2288 COMMERCIAL FL 2018/CAB FAN	\$60.95
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<i>NAPA AUTO PARTS CORP - Total For Refuse - Commercial</i>			\$60.95
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NAPA AUTO PARTS CORP	Regional Water Operations	Regulator for South Chem. Air Compressor -	\$70.19
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<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			\$70.19
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NAPA AUTO PARTS CORP	WWTP Regional Interceptors	Filters	\$103.83
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<i>NAPA AUTO PARTS CORP - Total For WWTP Regional Interceptors</i>			\$103.83
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NAPA AUTO PARTS CORP - ALL DEPARTMENTS

\$105,383.49

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Police Administration	Prisoner Housing - April 2023 Credit	(\$3,100.59)
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NATRONA COUNTY OFFIC	Police Administration	Contract Juvenile Detention-April, May & Jun	\$22,500.00
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<i>NATRONA COUNTY OFFIC - Total For Police Administration</i>			\$19,399.41
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NATRONA COUNTY OFFIC - ALL DEPARTMENTS

\$19,399.41

NORCO, INC.

NORCO, INC.	Balefill	Angle Grinder, Gloves, Safety Glasses, Drill S	\$935.01
<i>NORCO, INC. - Total For Balefill</i>			<i>\$935.01</i>
NORCO, INC.	Balefill - Baler Processing	Torch Replacement Head/Screw welding sup	\$376.05
NORCO, INC.	Balefill - Baler Processing	4-1/2" Discs, Welding Caps & Welding Knee	\$163.27
<i>NORCO, INC. - Total For Balefill - Baler Processing</i>			<i>\$539.32</i>
NORCO, INC.	Buildings & Structures Fund	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$60.89
NORCO, INC.	Buildings & Structures Fund	Filters, Brush Roller, Cord & Vacuum Bags	\$193.59
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$254.48</i>
NORCO, INC.	Metro Animal Fund	Hand Soap/Bleach/Garbage Bags/Latex Glov	\$396.69
<i>NORCO, INC. - Total For Metro Animal Fund</i>			<i>\$396.69</i>
NORCO, INC.	Refuse - Residential	Gloves for Fort Casper thistle Ids church	\$1,295.90
<i>NORCO, INC. - Total For Refuse - Residential</i>			<i>\$1,295.90</i>
NORCO, INC. - ALL DEPARTMENTS			\$3,421.40

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	Breaking Grinder/Fuel Blower Kit/Battery Bin	\$920.00
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal & Landfill</i>			<i>\$920.00</i>
NORTHWEST CONTRACTOR	Traffic Control	Battery charger for hand tools	\$149.00
<i>NORTHWEST CONTRACTOR - Total For Traffic Control</i>			<i>\$149.00</i>
NORTHWEST CONTRACTOR	Water Distribution	LOCATES- WATER & SEWER LINE MATERIALS	\$698.00
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$698.00</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$1,767.00

NORTHWEST LININGS &

NORTHWEST LININGS &	Balefill - Disposal & Landfill	Cell 5 Construction (Geosynthe	\$470,388.94
<i>NORTHWEST LININGS & - Total For Balefill - Disposal & Landfill</i>			<i>\$470,388.94</i>
NORTHWEST LININGS & - ALL DEPARTMENTS			\$470,388.94

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Police Administration	Veterinary supplies	\$45.18
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NVA CASPER VETERINAR	Police Administration	Veterinary supplies	\$45.18
NVA CASPER VETERINAR	Police Administration	Veterinary services	\$424.11
NVA CASPER VETERINAR	Police Administration	Veterinary supplies	\$45.18
NVA CASPER VETERINAR	Police Administration	Veterinary services	\$287.98
<i>NVA CASPER VETERINAR - Total For Police Administration</i>			<i>\$847.63</i>
NVA CASPER VETERINAR - ALL DEPARTMENTS			\$847.63

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$79.25
<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$79.25</i>
OFFICE SHOP INC - ALL DEPARTMENTS			\$79.25

OMEGA INDUSTRIAL SU

OMEGA INDUSTRIAL SU	Parks - Athletic Maint.	MEGA OFF SPORT SUPPLIES	\$542.58
<i>OMEGA INDUSTRIAL SU - Total For Parks - Athletic Maint.</i>			<i>\$542.58</i>
OMEGA INDUSTRIAL SU - ALL DEPARTMENTS			\$542.58

OPINIONSTAGE

OPINIONSTAGE	City Manager	Opinion Stage Trivia and Quiz education	\$99.00
<i>OPINIONSTAGE - Total For City Manager</i>			<i>\$99.00</i>
OPINIONSTAGE - ALL DEPARTMENTS			\$99.00

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Metro Animal Control	AUTOMOTIVE PARTS, ACCESSORIES STORES	\$34.64
<i>O'REILLY AUTO PARTS - Total For Metro Animal Control</i>			<i>\$34.64</i>
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$34.64

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$281.00
PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$571.24
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			<i>\$852.24</i>

PACE ANALYTICAL SERV - ALL DEPARTMENTS

\$852.24

PARACORDPLANET.COM

PARACORDPLANET.COM	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$176.96
PARACORDPLANET.COM	Rec Center - Classes	CRC SUMMER SUPPLIES RETURN	(\$125.43)
PARACORDPLANET.COM	Rec Center - Classes	CRC Summer Camp Supplies	\$125.43

PARACORDPLANET.COM - Total For Rec Center - Classes \$176.96

PARACORDPLANET.COM - ALL DEPARTMENTS

\$176.96

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	PSC Peak CQA CRL Cell 5 Const	\$51,141.74
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PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill \$51,141.74

PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS

\$51,141.74

PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Aquatics- Mike Sedar Oper.	Delivery Of Beverages, Cups & Lids	\$978.29
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PEPSI COLA OF CASPER - Total For Aquatics- Mike Sedar Oper. \$978.29

PEPSI COLA OF CASPER	Aquatics- Paradise Valley Op	Delivery Of Beverages, Cups & Lids	\$989.29
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PEPSI COLA OF CASPER - Total For Aquatics- Paradise Valley Oper \$989.29

PEPSI COLA OF CASPER - ALL DEPARTMENTS

\$1,967.58

PHILLIPS 66 - ALTA C

PHILLIPS 66 - ALTA C	Hogadon - Operations	Conference Training	\$100.00
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PHILLIPS 66 - ALTA C - Total For Hogadon - Operations \$100.00

PHILLIPS 66 - ALTA C - ALL DEPARTMENTS

\$100.00

PILOT

PILOT	Fire-EMS Operations	Fuel to travel to recruit academy	\$57.82
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PILOT - Total For Fire-EMS Operations \$57.82

PILOT - ALL DEPARTMENTS

\$57.82

PIONEER ATHLETICS

PIONEER ATHLETICS	Parks - Athletic Maint.	Paint Stripers for Aerosol cans	\$449.29
PIONEER ATHLETICS	Parks - Athletic Maint.	Aerosol paint for Softball Fields	\$2,983.50

PIONEER ATHLETICS - Total For Parks - Athletic Maint. \$3,432.79

PIONEER ATHLETICS - ALL DEPARTMENTS \$3,432.79

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,017.37
POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,098.02

POSTAL PROS, INC. - Total For Customer Service \$8,115.39

POSTAL PROS, INC. - ALL DEPARTMENTS \$8,115.39

PRAIRIE PELLA WY

PRAIRIE PELLA WY	Balefill - Disposal & Landfill	Contract #411CBW014	\$1,995.57
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PRAIRIE PELLA WY - Total For Balefill - Disposal & Landfill \$1,995.57

PRAIRIE PELLA WY - ALL DEPARTMENTS \$1,995.57

PRIDE SOLUTIONS LLC

PRIDE SOLUTIONS LLC	Refuse - Recycling	POLY EDGE FOR LOADER BUCKET	\$555.17
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PRIDE SOLUTIONS LLC - Total For Refuse - Recycling \$555.17

PRIDE SOLUTIONS LLC - ALL DEPARTMENTS \$555.17

PROFESSIONAL CLEANIN

PROFESSIONAL CLEANIN	WWTP Operations	Cleaning Service - May 2023	\$1,395.00
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PROFESSIONAL CLEANIN - Total For WWTP Operations \$1,395.00

PROFESSIONAL CLEANIN - ALL DEPARTMENTS \$1,395.00

PURVIS INDUSTRIES

PURVIS INDUSTRIES	Water Meters	RETURN 10-1 X 1" NIPPLES- OTHER MATERIA	(\$15.67)
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PURVIS INDUSTRIES - Total For Water Meters (\$15.67)

PURVIS INDUSTRIES - ALL DEPARTMENTS

(\$15.67)

QUALITY INNS

QUALITY INNS	Finance	Christ Wiggs Hotel In Sheridan for Conferenc	\$115.10
QUALITY INNS	Finance	Christa Wiggs Hotel in Sheridan for Conferen	\$123.56
<i>QUALITY INNS - Total For Finance</i>			\$238.66

QUALITY INNS - ALL DEPARTMENTS

\$238.66

RAPID FIRE PROTECTIO

RAPID FIRE PROTECTIO	Risk Management	Fire Suppression Sprinkler System - Claim #2	\$2,155.00
RAPID FIRE PROTECTIO	Risk Management	Inspection/Testing & Adjust Sprnkler-Claim #2	\$455.00
<i>RAPID FIRE PROTECTIO - Total For Risk Management</i>			\$2,610.00

RAPID FIRE PROTECTIO - ALL DEPARTMENTS

\$2,610.00

REEB WELDING LLC

REEB WELDING LLC	Balefill - Baler Processing	Welding service / repair on north baler	\$3,150.00
REEB WELDING LLC	Balefill - Baler Processing	Welding service / repair on baler	\$3,150.00
REEB WELDING LLC	Balefill - Baler Processing	Welding service / repair on baler	\$2,100.00
REEB WELDING LLC	Balefill - Baler Processing	Welding service / repair on North baler	\$2,100.00
<i>REEB WELDING LLC - Total For Balefill - Baler Processing</i>			\$10,500.00

REEB WELDING LLC - ALL DEPARTMENTS

\$10,500.00

REPUBLIC PARKING SYS

REPUBLIC PARKING SYS	Customer Service	Parking Stalls/Spaces	\$202.00
<i>REPUBLIC PARKING SYS - Total For Customer Service</i>			\$202.00

REPUBLIC PARKING SYS - ALL DEPARTMENTS

\$202.00

RGB INC

RGB INC	Public Transit - Operations	One Time Service	\$265.00
<i>RGB INC - Total For Public Transit - Operations</i>			\$265.00

RGB INC - ALL DEPARTMENTS

\$265.00

RICOH USA INC

RICOH USA INC	Community Development	Copier usage	\$26.37
<i>RICOH USA INC - Total For Community Development</i>			<i>\$26.37</i>
RICOH USA INC - ALL DEPARTMENTS			\$26.37

RIVER OAKS COMMUNICA

RIVER OAKS COMMUNICA	General Fund Revenue	Eligible Facilities Request - 4100 SW Wyo Blv	\$895.00
<i>RIVER OAKS COMMUNICA - Total For General Fund Revenue</i>			<i>\$895.00</i>
RIVER OAKS COMMUNICA - ALL DEPARTMENTS			\$895.00

Rocky Mountain

Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$144.56
Rocky Mountain	Regional Water Operations	Bulk Oxygen - Chemicals	\$4,521.60
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$4,666.16</i>
Rocky Mountain	Water Distribution	Monthly Rental	\$29.95
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$29.95</i>
Rocky Mountain - ALL DEPARTMENTS			\$4,696.11

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$154.84
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$154.84</i>
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$235.71
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$235.71</i>
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$77.33
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			<i>\$77.33</i>
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$263.38
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			<i>\$263.38</i>
ROCKY MOUNTAIN POWER	Ash Street Building	Acct #54730761-154 1	\$500.33
<i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i>			<i>\$500.33</i>
ROCKY MOUNTAIN POWER	Buildings & Structures Fund	Acct #54730761-089 9	\$88.52
<i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i>			<i>\$88.52</i>
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$9,907.81
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$9,907.81</i>

ROCKY MOUNTAIN POWER	Parks - Special Areas	Acct #54730761-148 3	\$55.19
<i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i>			\$55.19
ROCKY MOUNTAIN POWER	Public Transit - CARES Act	Acct #54730761-156 6	\$291.64
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - CARES Act</i>			\$291.64
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$4,017.27
<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			\$4,017.27
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6 - Electricity	\$630.13
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4 - Split Electricity	\$33,095.85
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			\$33,725.98
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1 - Booster - Electricity	\$25.55
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3 - Booster - Electricity	\$25.26
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0 - Booster - Electricity	\$1,829.93
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7 - Booster - Electricity	\$2,083.43
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6 - Booster - Electricity	\$2,030.80
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-022 7 - Booster - Electricity	\$26.12
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4 - Split Electricity	\$1,703.24
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9 - Booster - Electricity	\$24.63
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			\$7,748.96
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$47,142.06
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			\$47,142.06
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$24,173.30
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			\$24,173.30
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$128,382.32

Router

Router	Buildings & Structures Fund	Plumbing Services - Wash Bay Drain to Manh	\$454.00
<i>Router - Total For Buildings & Structures Fund</i>			\$454.00
Router	Golf - Operations	Portable Restroom Rental	\$560.00
<i>Router - Total For Golf - Operations</i>			\$560.00
Router	Parks - Parks Maint.	Portable Restroom Rentals	\$331.65
Router	Parks - Parks Maint.	Portable Restroom Rentals	\$104.40
Router	Parks - Parks Maint.	Portable Restroom Rentals	\$853.65
<i>Router - Total For Parks - Parks Maint.</i>			\$1,289.70
Router - ALL DEPARTMENTS			\$2,303.70

S&S WORLDWIDE,

S&S WORLDWIDE,	Rec Center - Classes	scooters crc summer camp	\$119.27
<i>S&S WORLDWIDE, - Total For Rec Center - Classes</i>			<i>\$119.27</i>
S&S WORLDWIDE, - ALL DEPARTMENTS			\$119.27

SAMS CLUB #6425

SAMS CLUB #6425	Aquatics- Marion Kreiner Con	Gaterade	\$15.98
<i>SAMS CLUB #6425 - Total For Aquatics- Marion Kreiner Conc</i>			<i>\$15.98</i>
SAMS CLUB #6425	Aquatics- Paradise Valley Con	Concession Supplies	\$452.17
<i>SAMS CLUB #6425 - Total For Aquatics- Paradise Valley Conc</i>			<i>\$452.17</i>
SAMS CLUB #6425	Aquatics- Washington Conc	Gaterade	\$15.98
<i>SAMS CLUB #6425 - Total For Aquatics- Washington Conc</i>			<i>\$15.98</i>
SAMS CLUB #6425	Balefill - Diversion & Special	OP SUPPLIES	\$39.96
<i>SAMS CLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$39.96</i>
SAMS CLUB #6425	Community Development	WHOLESALE CLUBS	\$33.96
<i>SAMS CLUB #6425 - Total For Community Development</i>			<i>\$33.96</i>
SAMS CLUB #6425	Fleet Maintenance Fund	COFFEE, SUGAR & CREAMER	\$70.66
<i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$70.66</i>
SAMS CLUB #6425	Municipal Court	WHOLESALE CLUBS	\$4.28
<i>SAMS CLUB #6425 - Total For Municipal Court</i>			<i>\$4.28</i>
SAMS CLUB #6425	Public Transit - CARES Act	CLEANING SUPPLIES (TAX REMOVED)	\$381.86
<i>SAMS CLUB #6425 - Total For Public Transit - CARES Act</i>			<i>\$381.86</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,014.85

SAMS MEMBERSHIP

SAMS MEMBERSHIP	Buildings & Structures Fund	WHOLESALE CLUBS	\$200.00
<i>SAMS MEMBERSHIP - Total For Buildings & Structures Fund</i>			<i>\$200.00</i>
SAMS MEMBERSHIP - ALL DEPARTMENTS			\$200.00

SAMSCLUB #6425

SAMSCLUB #6425	Aquatics- Marion Kreiner Con	Concession Supplies	\$91.56
<i>SAMSCLUB #6425 - Total For Aquatics- Marion Kreiner Conc</i>			<i>\$91.56</i>
SAMSCLUB #6425	Aquatics- Mike Sedar Conc	Concession Supplies	\$949.05

<i>SAMSCLUB #6425 - Total For Aquatics- Mike Sedar Conc</i>			<i>\$949.05</i>
SAMSCLUB #6425	Aquatics- Washington Conc	Concession Supplies	\$92.96
<i>SAMSCLUB #6425 - Total For Aquatics- Washington Conc</i>			<i>\$92.96</i>
SAMSCLUB #6425	Balefill - Disposal & Landfill	scalehouse supplies	\$112.48
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$112.48</i>
SAMSCLUB #6425	Golf - Operations	Golf Shop Supplies	\$179.98
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$179.98</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Pretzel, Hot Dog Buns, Gator	\$216.70
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Pretzel, hot dog, candy, plat	\$137.37
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$354.07</i>
SAMSCLUB #6425	Public Transit - CARES Act	WHOLESALE CLUBS	\$398.45
SAMSCLUB #6425	Public Transit - CARES Act	Supplies for Transit Operations	\$34.24
SAMSCLUB #6425	Public Transit - CARES Act	Transit Office and system supplies	\$657.90
SAMSCLUB #6425	Public Transit - CARES Act	CREDIT DUE TO TAX	(\$398.45)
<i>SAMSCLUB #6425 - Total For Public Transit - CARES Act</i>			<i>\$692.14</i>
SAMSCLUB #6425	Rec Center - Special Program	Fruit Snacks for KFD	\$39.92
<i>SAMSCLUB #6425 - Total For Rec Center - Special Programs</i>			<i>\$39.92</i>
SAMSCLUB #6425	Refuse - Commercial	OP SUPPLIES	\$129.59
<i>SAMSCLUB #6425 - Total For Refuse - Commercial</i>			<i>\$129.59</i>
SAMSCLUB #6425	Water Distribution	OFFICE SUPPLIES- BUILDING SUPPLIES	\$159.84
<i>SAMSCLUB #6425 - Total For Water Distribution</i>			<i>\$159.84</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$2,801.59

SAMSCLUB.COM

SAMSCLUB.COM	Aquatics- Mike Sedar Conc	Concession Supplies	\$27.00
<i>SAMSCLUB.COM - Total For Aquatics- Mike Sedar Conc</i>			<i>\$27.00</i>
SAMSCLUB.COM	Aquatics- Paradise Valley Con	Concession Supplies	\$21.48
SAMSCLUB.COM	Aquatics- Paradise Valley Con	Concession Supplies	\$5.54
<i>SAMSCLUB.COM - Total For Aquatics- Paradise Valley Conc</i>			<i>\$27.02</i>
SAMSCLUB.COM	Aquatics- Washington Conc	Concession Supplies	\$4.93
<i>SAMSCLUB.COM - Total For Aquatics- Washington Conc</i>			<i>\$4.93</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$58.95

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Paint supplies for Ice Arena - Sherwin Willia	\$33.88
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$33.88</i>
SHERWIN-WILLIAMS COR	Parks - Athletic Maint.	Paint for Foul Lines	\$169.70
<i>SHERWIN-WILLIAMS COR - Total For Parks - Athletic Maint.</i>			<i>\$169.70</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$203.58

SHIRTS & MORE INC

SHIRTS & MORE INC	Capital Projects Fund	Vehicle vinyl wrap	\$825.00
<i>SHIRTS & MORE INC - Total For Capital Projects Fund</i>			<i>\$825.00</i>
SHIRTS & MORE INC - ALL DEPARTMENTS			\$825.00

SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN	General Fund Revenue	Items for resale at museum store	\$2,976.00
<i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i>			<i>\$2,976.00</i>
SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS			\$2,976.00

SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	PHOTOGRAPHIC STUDIOS department new b	\$117.96
<i>SHUTTERFLY, INC. - Total For Police Administration</i>			<i>\$117.96</i>
SHUTTERFLY, INC. - ALL DEPARTMENTS			\$117.96

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Parks - Athletic Maint.	Pond Dye for Irrigation Pond/ Chemical	\$757.00
<i>SIMPLOT T&H DEN - Total For Parks - Athletic Maint.</i>			<i>\$757.00</i>
SIMPLOT T&H DEN - ALL DEPARTMENTS			\$757.00

SLASH BACK CANVAS CO

SLASH BACK CANVAS CO	Ft. Caspar Museum	Setup Tents For Exhibit	\$225.00
<i>SLASH BACK CANVAS CO - Total For Ft. Caspar Museum</i>			<i>\$225.00</i>
SLASH BACK CANVAS CO - ALL DEPARTMENTS			\$225.00

SOFT DR INC

SOFT DR INC	Buildings & Structures Fund	Service Call - labor & parts	\$367.50
<i>SOFT DR INC - Total For Buildings & Structures Fund</i>			<i>\$367.50</i>
SOFT DR INC - ALL DEPARTMENTS			\$367.50

SOURCE OFFICE

SOURCE OFFICE	Public Safety Communication	STATIONERY,OFFICE SUPPLIES,PRINTING AN	\$303.93
<i>SOURCE OFFICE - Total For Public Safety Communications</i>			<i>\$303.93</i>
SOURCE OFFICE - ALL DEPARTMENTS			\$303.93

SQ ALL AROUND TOWIN

SQ ALL AROUND TOWIN	Police Administration	TOWING SERVICES 23-019033	\$72.60
<i>SQ ALL AROUND TOWIN - Total For Police Administration</i>			<i>\$72.60</i>
SQ ALL AROUND TOWIN - ALL DEPARTMENTS			\$72.60

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Balefill - Disposal & Landfill	7' and 15' ethernet patch cables for new wor	\$26.98
<i>SQ COMPUTER PROFESS - Total For Balefill - Disposal & Landfill</i>			<i>\$26.98</i>
SQ COMPUTER PROFESS	Balefill - Diversion & Special	CESQG AREA PRINTER	\$573.00
<i>SQ COMPUTER PROFESS - Total For Balefill - Diversion & Special</i>			<i>\$573.00</i>
SQ COMPUTER PROFESS	City Attorney	COMPUTER PROFESSIONALS UNLIMITED, W	\$69.99
SQ COMPUTER PROFESS	City Attorney	Keyboard	\$125.00
<i>SQ COMPUTER PROFESS - Total For City Attorney</i>			<i>\$194.99</i>
SQ COMPUTER PROFESS	City Manager	Power cables, surge protector and video cabl	\$105.95
<i>SQ COMPUTER PROFESS - Total For City Manager</i>			<i>\$105.95</i>
SQ COMPUTER PROFESS	Fleet Maintenance Fund	UPS	\$132.00
<i>SQ COMPUTER PROFESS - Total For Fleet Maintenance Fund</i>			<i>\$132.00</i>
SQ COMPUTER PROFESS	Information Services	COMPUTER MAINTENANCE,REPAIR & SERVI	\$924.00
SQ COMPUTER PROFESS	Information Services	Ethernet Cables for Customer Service	\$101.00
<i>SQ COMPUTER PROFESS - Total For Information Services</i>			<i>\$1,025.00</i>
SQ COMPUTER PROFESS	Municipal Court	COMPUTER MAINTENANCE,REPAIR & SERVI	\$215.00
<i>SQ COMPUTER PROFESS - Total For Municipal Court</i>			<i>\$215.00</i>
SQ COMPUTER PROFESS	Public Safety Communication	UPS Replacement for Dispatch View Wall	\$275.00

<i>SQ COMPUTER PROFESS - Total For Public Safety Communications</i>			<i>\$275.00</i>
SQ COMPUTER PROFESS	Refuse - Commercial	APC FOR MRF BLDG	\$132.00
<i>SQ COMPUTER PROFESS - Total For Refuse - Commercial</i>			<i>\$132.00</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$2,679.92

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Community Development	MEN'S AND WOMEN'S CLOTHING STORES	\$105.00
<i>SQ PEDEN'S INC. - Total For Community Development</i>			<i>\$105.00</i>
SQ PEDEN'S INC.	Ft. Caspar Museum	Embroidery for uniform jacket	\$26.25
<i>SQ PEDEN'S INC. - Total For Ft. Caspar Museum</i>			<i>\$26.25</i>
SQ PEDEN'S INC.	Hogadon - Operations	embroidery	\$248.00
<i>SQ PEDEN'S INC. - Total For Hogadon - Operations</i>			<i>\$248.00</i>
SQ PEDEN'S INC.	Human Resources	1 retirement plaque	\$45.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$45.00</i>
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES un	\$30.00
<i>SQ PEDEN'S INC. - Total For Police Career Services</i>			<i>\$30.00</i>
SQ PEDEN'S INC.	Public Safety Communication	MEN'S AND WOMEN'S CLOTHING STORES un	\$1,744.00
<i>SQ PEDEN'S INC. - Total For Public Safety Communications</i>			<i>\$1,744.00</i>
SQ PEDEN'S INC.	Water Distribution	UNIFORMS FOR METER ROOM- UNIFORM EX	\$632.00
<i>SQ PEDEN'S INC. - Total For Water Distribution</i>			<i>\$632.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$2,830.25

SQ PWP WYOMING

SQ PWP WYOMING	Ice Arena - Concessions	Papa Johns Pizza Orders May	\$21.07
<i>SQ PWP WYOMING - Total For Ice Arena - Concessions</i>			<i>\$21.07</i>
SQ PWP WYOMING - ALL DEPARTMENTS			\$21.07

SQ ROADS SAFE TRAFFIC

SQ ROADS SAFE TRAFFIC	Streets	New cones for traffic control	\$3,061.73
<i>SQ ROADS SAFE TRAFFIC - Total For Streets</i>			<i>\$3,061.73</i>
SQ ROADS SAFE TRAFFIC - ALL DEPARTMENTS			\$3,061.73

STAPLES

STAPLES	Balefill - Diversion & Special	CLIP BOARDS TO USE AT SPECIAL WASTE	\$26.97
<i>STAPLES - Total For Balefill - Diversion & Special</i>			\$26.97
STAPLES	Municipal Court	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$14.69
<i>STAPLES - Total For Municipal Court</i>			\$14.69
STAPLES	Parks - Parks Maint.	office supplies	\$73.69
<i>STAPLES - Total For Parks - Parks Maint.</i>			\$73.69
STAPLES	Public Transit - CARES Act	STATIONARY, OFFICE SUPPLIES, BATTERIES	\$121.45
STAPLES	Public Transit - CARES Act	Transit Office supplies	\$71.92
<i>STAPLES - Total For Public Transit - CARES Act</i>			\$193.37
STAPLES	Streets	office supplies	\$73.69
<i>STAPLES - Total For Streets</i>			\$73.69
STAPLES	Water Distribution	BINDER & DIVIDERS FOR 2023 LEAD & COPP	\$17.48
<i>STAPLES - Total For Water Distribution</i>			\$17.48
STAPLES - ALL DEPARTMENTS			\$399.89

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - May 2023	\$18,422.51
<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$18,422.51
STATE OF WY.	Police Administration	Notary Public Application - C. Henry	\$60.00
STATE OF WY.	Police Administration	Notary Public Application - M. Paschke	\$60.00
STATE OF WY.	Police Administration	Notary Public Application - P. Moore	\$60.00
<i>STATE OF WY. - Total For Police Administration</i>			\$180.00
STATE OF WY.	WWTP Operations	Loan #CW127	\$39,746.25
<i>STATE OF WY. - Total For WWTP Operations</i>			\$39,746.25
STATE OF WY. - ALL DEPARTMENTS			\$58,348.76

STELLAR PROGRAMMING

STELLAR PROGRAMMING	Balefill - Disposal & Landfill	Programming & Consulting thru 5/31/23	\$1,703.75
<i>STELLAR PROGRAMMING - Total For Balefill - Disposal & Landfill</i>			\$1,703.75
STELLAR PROGRAMMING	Balefill - Diversion & Special	Programming & Consulting Service	\$1,015.00
<i>STELLAR PROGRAMMING - Total For Balefill - Diversion & Special</i>			\$1,015.00
STELLAR PROGRAMMING	Refuse - Residential	Programming & Consulting Service	\$1,015.00
<i>STELLAR PROGRAMMING - Total For Refuse - Residential</i>			\$1,015.00

STELLAR PROGRAMMING - ALL DEPARTMENTS

\$3,733.75

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Water Distribution	OIL FOR 310 BACKHOE- VEHICLE SUPPLIES	\$170.54
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<i>STOTZ EQUIPMENT - Total For Water Distribution</i>			\$170.54
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STOTZ EQUIPMENT - ALL DEPARTMENTS

\$170.54

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Fire-EMS Administration	Pre-Engineered / Semi-Annual Inspection	\$526.30
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SUMMIT FIRE & SECURI	Fire-EMS Administration	Pre-Engineered / Semi-Annual Inspection	\$265.80
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<i>SUMMIT FIRE & SECURI - Total For Fire-EMS Administration</i>			\$792.10
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SUMMIT FIRE & SECURI - ALL DEPARTMENTS

\$792.10

SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU	Streets	Annual Fire Extinguishers	\$1,256.00
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<i>SUMMIT FIRE AND SECU - Total For Streets</i>			\$1,256.00
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SUMMIT FIRE AND SECU - ALL DEPARTMENTS

\$1,256.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Buildings & Structures Fund	Repair supplies for PV Pool - Sutherlands	\$28.88
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SUTHERLANDS 2219	Buildings & Structures Fund	Repair supplies for PV Pool - Sutherlands	\$8.58
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SUTHERLANDS 2219	Buildings & Structures Fund	Repair supplies for PV Pool - Sutherlands	\$8.58
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SUTHERLANDS 2219	Buildings & Structures Fund	Repair supplies for PV Pool - Sutherlands	\$30.03
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<i>SUTHERLANDS 2219 - Total For Buildings & Structures Fund</i>			\$76.07
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SUTHERLANDS 2219	Parks - Parks Maint.	Hammer	\$27.49
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<i>SUTHERLANDS 2219 - Total For Parks - Parks Maint.</i>			\$27.49
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SUTHERLANDS 2219	Water Distribution	LADDER FOR 260- VEHICLE SUPPLIES	\$205.09
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<i>SUTHERLANDS 2219 - Total For Water Distribution</i>			\$205.09
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SUTHERLANDS 2219 - ALL DEPARTMENTS

\$308.65

SYSCO CORP

SYSCO CORP	Ice Arena - Concessions	CONCESSIONS - Chicken, Pizza, Nacho Chees	\$404.21
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<i>SYSCO CORP - Total For Ice Arena - Concessions</i>			\$404.21
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SYSCO CORP - ALL DEPARTMENTS			\$404.21
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TARGET SPECIALTY PRO

TARGET SPECIALTY PRO	Parks - Athletic Maint.	Select PremiumPros Choice Infield Condition	\$2,914.30
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<i>TARGET SPECIALTY PRO - Total For Parks - Athletic Maint.</i>			\$2,914.30
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TARGET SPECIALTY PRO - ALL DEPARTMENTS			\$2,914.30
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TETON STEEL CO

TETON STEEL CO	Streets	10 Gallons Cure Shield	\$456.88
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<i>TETON STEEL CO - Total For Streets</i>			\$456.88
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TETON STEEL CO - ALL DEPARTMENTS			\$456.88
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THE ABY MANUFACTURIN

THE ABY MANUFACTURIN	Police Administration	Uniform supplies	\$638.00
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<i>THE ABY MANUFACTURIN - Total For Police Administration</i>			\$638.00
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THE ABY MANUFACTURIN - ALL DEPARTMENTS			\$638.00
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THE HOME DEPOT

THE HOME DEPOT	Balefill - Baler Processing	supplies for Baler Liner Project	\$1,476.39
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<i>THE HOME DEPOT - Total For Balefill - Baler Processing</i>			\$1,476.39
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THE HOME DEPOT	Buildings & Structures Fund	Plumbing repair supplies for Metro Animal S	\$27.96
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THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Tools - Home Depot	\$23.00
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THE HOME DEPOT	Buildings & Structures Fund	Return of Project SAFE Move Supplies - Hom	(\$12.65)
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THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for CBC - Home Depot	\$11.46
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THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$239.00
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THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Fire Station 3 - Home Dep	\$29.52
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THE HOME DEPOT	Buildings & Structures Fund	Project SAFE Move Supplies - Home Depot	\$111.95
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THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$614.00
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THE HOME DEPOT	Buildings & Structures Fund	Repair supplies at the Lyric - Home Depot	\$55.69
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THE HOME DEPOT	Buildings & Structures Fund	OSHA repair items for Service Center - Home	\$49.90
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THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$18.88
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THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$155.76
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THE HOME DEPOT	Buildings & Structures Fund	OSHA repair supplies for Service Center - Ho	\$26.05
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$1,350.52</i>
THE HOME DEPOT	Cemetery	sprayer	\$142.00
<i>THE HOME DEPOT - Total For Cemetery</i>			<i>\$142.00</i>
THE HOME DEPOT	Metro Animal Control	HOME SUPPLY WAREHOUSE STORES replace	\$79.98
<i>THE HOME DEPOT - Total For Metro Animal Control</i>			<i>\$79.98</i>
THE HOME DEPOT	Parks - Athletic Maint.	Weed Eater Blades for Fence lines at field of	\$42.35
THE HOME DEPOT	Parks - Athletic Maint.	Weed Eater Supplies	\$120.64
THE HOME DEPOT	Parks - Athletic Maint.	Valve Box Replacement	\$26.71
THE HOME DEPOT	Parks - Athletic Maint.	Misc. Athletic Field Supplies	\$209.76
<i>THE HOME DEPOT - Total For Parks - Athletic Maint.</i>			<i>\$399.46</i>
THE HOME DEPOT	Parks - Parks Maint.	Tools and Water Jugs	\$76.88
THE HOME DEPOT	Parks - Parks Maint.	Tie downs for push mowers	\$9.97
THE HOME DEPOT	Parks - Parks Maint.	Tools and Water Jugs	\$274.90
THE HOME DEPOT	Parks - Parks Maint.	Sakrete for Ability Playground Sign	\$159.20
THE HOME DEPOT	Parks - Parks Maint.	Screws for roof at Buckboard Park	\$24.95
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$545.90</i>
THE HOME DEPOT	Weed & Pest Fund	22" Toro Mower	\$449.00
THE HOME DEPOT	Weed & Pest Fund	HOME SUPPLY WAREHOUSE STORES	\$18.67
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$467.67</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$4,461.92

THE UPS STORE

THE UPS STORE	Community Development	Certified bond return	\$21.48
THE UPS STORE	Community Development	Postage sent back postage meter and bough	\$317.70
<i>THE UPS STORE - Total For Community Development</i>			<i>\$339.18</i>
THE UPS STORE - ALL DEPARTMENTS			\$339.18

THIEL ENTERPRISES IN

THIEL ENTERPRISES IN	Regional Water Operations	Teflon Packing Set - Machinery Supplies	\$250.00
<i>THIEL ENTERPRISES IN - Total For Regional Water Operations</i>			<i>\$250.00</i>
THIEL ENTERPRISES IN - ALL DEPARTMENTS			\$250.00

TIRE RAMA 203 WC

TIRE RAMA 203 WC	Balefill - Diversion & Special	NEW TIRES FOR UNIT#141521 EWASTE TRAI	\$2,959.11
<i>TIRE RAMA 203 WC - Total For Balefill - Diversion & Special</i>			<i>\$2,959.11</i>
TIRE RAMA 203 WC - ALL DEPARTMENTS			\$2,959.11

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	Copy Charge - May 2023	\$172.27
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$172.27</i>
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$172.27

TOWN OF BAR NUNN

TOWN OF BAR NUNN	RWS - Booster Stations	Water Charge - Booster Supplies	\$31.17
<i>TOWN OF BAR NUNN - Total For RWS - Booster Stations</i>			<i>\$31.17</i>
TOWN OF BAR NUNN - ALL DEPARTMENTS			\$31.17

TOWN SQUARE MEDIA

TOWN SQUARE MEDIA	Balefill - Disposal & Landfill	Compost Yard Home & Garden Show	\$100.00
TOWN SQUARE MEDIA	Balefill - Disposal & Landfill	Compost Yard Home & Garden Show	\$100.00
TOWN SQUARE MEDIA	Balefill - Disposal & Landfill	Compost Yard Home & Garden Show	\$100.00
TOWN SQUARE MEDIA	Balefill - Disposal & Landfill	Compost Yard Earth Day Sale	\$84.97
TOWN SQUARE MEDIA	Balefill - Disposal & Landfill	Compost Yard Earth Day Sale	\$215.03
<i>TOWN SQUARE MEDIA - Total For Balefill - Disposal & Landfill</i>			<i>\$600.00</i>
TOWN SQUARE MEDIA - ALL DEPARTMENTS			\$600.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Buildings & Structures Fund	Repair supplies for PV Pool - Tractor Supply	\$219.99
<i>TRACTOR SUPPLY CO - Total For Buildings & Structures Fund</i>			<i>\$219.99</i>
TRACTOR SUPPLY CO	Water Tanks	WEED KILLER- BOOSTER/LIFT STATION SUPP	\$1,019.94
<i>TRACTOR SUPPLY CO - Total For Water Tanks</i>			<i>\$1,019.94</i>
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$1,239.93

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Contract Withholding: 22300205	\$27,308.72
<i>TRETO CONST. - Total For Capital Projects Fund</i>			\$27,308.72
TRETO CONST.	Sewer Fund	Contract Withholding: 22300205	\$950.00
<i>TRETO CONST. - Total For Sewer Fund</i>			\$950.00
TRETO CONST. - ALL DEPARTMENTS			\$28,258.72

TRI-STATE TRUCK & EQ

TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Equipment rental - 6/19/23 - 06/25/23	\$4,500.00
TRI-STATE TRUCK & EQ	Balefill - Disposal & Landfill	Equipment rental - 6/12/23 - 06/18/23 ART	\$4,500.00
<i>TRI-STATE TRUCK & EQ - Total For Balefill - Disposal & Landfill</i>			\$9,000.00
TRI-STATE TRUCK & EQ - ALL DEPARTMENTS			\$9,000.00

TRYON-CAMPBELL, SHEL

TRYON-CAMPBELL, SHEL	Water Revenue and Transfer		\$2,622.58
<i>TRYON-CAMPBELL, SHEL - Total For Water Revenue and Transfers</i>			\$2,622.58
TRYON-CAMPBELL, SHEL - ALL DEPARTMENTS			\$2,622.58

UBER EATS

UBER EATS	Metro Animal Control	EATING PLACES, RESTAURANTS travel food	\$27.78
<i>UBER EATS - Total For Metro Animal Control</i>			\$27.78
UBER EATS - ALL DEPARTMENTS			\$27.78

UBER TRIP

UBER TRIP	Metro Animal Shelter	TAXICABS/LIMOUSINES transportation - train	\$31.08
UBER TRIP	Metro Animal Shelter	TAXICABS/LIMOUSINES transportation traini	\$37.99
UBER TRIP	Metro Animal Shelter	TAXICABS/LIMOUSINES transportation - train	\$19.97
<i>UBER TRIP - Total For Metro Animal Shelter</i>			\$89.04
UBER TRIP - ALL DEPARTMENTS			\$89.04

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Aquatics- Marion Kreiner Op	Paper Towels, Toilet Paper	\$51.00
<i>ULINE SHIP SUPPLIE - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$51.00</i>
ULINE SHIP SUPPLIE	Aquatics- Mike Sedar Oper.	Paper Towels, Toilet Paper	\$437.16
<i>ULINE SHIP SUPPLIE - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$437.16</i>
ULINE SHIP SUPPLIE	Aquatics- Paradise Valley Op	Paper Towels, Toilet Paper	\$101.00
<i>ULINE SHIP SUPPLIE - Total For Aquatics- Paradise Valley Oper</i>			<i>\$101.00</i>
ULINE SHIP SUPPLIE	Aquatics- Washington Oper	Paper Towels, Toilet Paper	\$51.00
<i>ULINE SHIP SUPPLIE - Total For Aquatics- Washington Oper</i>			<i>\$51.00</i>
ULINE SHIP SUPPLIE - ALL DEPARTMENTS			\$640.16

UNION WIRELESS

UNION WIRELESS	Water Tanks	Upper Rock Creek Reservoir SCADA & Cell Ph	\$95.23
<i>UNION WIRELESS - Total For Water Tanks</i>			<i>\$95.23</i>
UNION WIRELESS - ALL DEPARTMENTS			\$95.23

UNITED 0162494385

UNITED 0162494385	Community Development	UNITED AIRLINES - Justine Confercne	\$553.35
<i>UNITED 0162494385 - Total For Community Development</i>			<i>\$553.35</i>
UNITED 0162494385 - ALL DEPARTMENTS			\$553.35

UNITED 0162494392

UNITED 0162494392	Community Development	UNITED AIRLINES - Justine Conference	\$841.85
<i>UNITED 0162494392 - Total For Community Development</i>			<i>\$841.85</i>
UNITED 0162494392 - ALL DEPARTMENTS			\$841.85

UNITED 0164212206

UNITED 0164212206	Metro Animal Shelter	UNITED AIRLINES baggage for training travel	\$35.00
<i>UNITED 0164212206 - Total For Metro Animal Shelter</i>			<i>\$35.00</i>
UNITED 0164212206 - ALL DEPARTMENTS			\$35.00

UNITED 0164212966

UNITED 0164212966	Metro Animal Shelter	UNITED AIRLINES baggage for training travel	\$35.00
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UNITED 0164212966 - Total For Metro Animal Shelter \$35.00

UNITED 0164212966 - ALL DEPARTMENTS \$35.00

UNITED 0164215026

UNITED 0164215026 Community Development UNITED AIRLINES \$13.00

UNITED 0164215026 Community Development UNITED AIRLINES \$13.00

UNITED 0164215026 - Total For Community Development \$26.00

UNITED 0164215026 - ALL DEPARTMENTS \$26.00

UNITED RENTALS

UNITED RENTALS Parks - Parks Maint. Concrete mixer rental \$125.63

UNITED RENTALS - Total For Parks - Parks Maint. \$125.63

UNITED RENTALS - ALL DEPARTMENTS \$125.63

URGENT CARE OF CASPE

URGENT CARE OF CASPE Property Insurance Fund Drug Testing/Occupational Health-May \$4,774.00

URGENT CARE OF CASPE - Total For Property Insurance Fund \$4,774.00

URGENT CARE OF CASPE Public Transit - CARES Act DOT Physical \$95.00

URGENT CARE OF CASPE - Total For Public Transit - CARES Act \$95.00

URGENT CARE OF CASPE - ALL DEPARTMENTS \$4,869.00

USABlueBook

USABlueBook Water Distribution TAPPING MACHINE- WATER & SEWER LINE \$3,195.00

USABlueBook - Total For Water Distribution \$3,195.00

USABlueBook - ALL DEPARTMENTS \$3,195.00

USPS PO 5715580945

USPS PO 5715580945 City Attorney POSTAGE STAMPS \$62.95

USPS PO 5715580945 - Total For City Attorney \$62.95

USPS PO 5715580945 Community Development POSTAGE STAMPS \$56.91

USPS PO 5715580945 Community Development POSTAGE STAMPS \$40.65

USPS PO 5715580945 - Total For Community Development \$97.56

USPS PO 5715580945 - ALL DEPARTMENTS

\$160.51

USPS.COM POSTAL STOR

USPS.COM POSTAL STOR	Community Development	POSTAGE STAMPS	\$524.40
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<i>USPS.COM POSTAL STOR - Total For Community Development</i>			\$524.40
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USPS.COM POSTAL STOR - ALL DEPARTMENTS

\$524.40

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$56.50
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VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$178.16
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<i>VCN NATRONAREALESTAT - Total For Community Development</i>			\$234.66
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VCN NATRONAREALESTAT - ALL DEPARTMENTS

\$234.66

VCN WYDOTIFTAIRP

VCN WYDOTIFTAIRP	Fleet Maintenance Fund	LICENSE PLATE NEW & TRANSFER	\$119.77
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<i>VCN WYDOTIFTAIRP - Total For Fleet Maintenance Fund</i>			\$119.77
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VCN WYDOTIFTAIRP - ALL DEPARTMENTS

\$119.77

VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste	\$12,671.70
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<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i>			\$12,671.70
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VEOLIA ES TECHNICAL - ALL DEPARTMENTS

\$12,671.70

VERIZON WIRELESS

VERIZON WIRELESS	Balefill - Disposal & Landfill	Acct #642199740-00001	(\$96.10)
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VERIZON WIRELESS	Balefill - Disposal & Landfill	Acct #642199740-00001	\$288.94
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<i>VERIZON WIRELESS - Total For Balefill - Disposal & Landfill</i>			\$192.84
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VERIZON WIRELESS	Fire-EMS Administration	Acct #571507176-00002	\$80.02
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<i>VERIZON WIRELESS - Total For Fire-EMS Administration</i>			\$80.02
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VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002 remote device data	\$74.30
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<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			\$74.30
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VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$116.11
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<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$116.11</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.34
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$106.34</i>
VERIZON WIRELESS	WWTP Operations	Acct #842227834-00001	\$146.47
<i>VERIZON WIRELESS - Total For WWTP Operations</i>			<i>\$146.47</i>
VERIZON WIRELESS - ALL DEPARTMENTS			\$716.08

VOIANCE LLC

VOIANCE LLC	Public Safety Communication	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$124.92
<i>VOIANCE LLC - Total For Public Safety Communications</i>			<i>\$124.92</i>
VOIANCE LLC - ALL DEPARTMENTS			\$124.92

VRC COMPANIES LLC

VRC COMPANIES LLC	City Attorney	File Destruction Service	\$278.06
<i>VRC COMPANIES LLC - Total For City Attorney</i>			<i>\$278.06</i>
VRC COMPANIES LLC	Municipal Court	File Destruction Service	\$61.61
<i>VRC COMPANIES LLC - Total For Municipal Court</i>			<i>\$61.61</i>
VRC COMPANIES LLC - ALL DEPARTMENTS			\$339.67

VZWRLSS IVR VB

VZWRLSS IVR VB	Golf - Operations	Cellular Service for Ipad	\$120.03
<i>VZWRLSS IVR VB - Total For Golf - Operations</i>			<i>\$120.03</i>
VZWRLSS IVR VB - ALL DEPARTMENTS			\$120.03

VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$87.37
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$87.37</i>
VZWRLSS MY VZ VB P - ALL DEPARTMENTS			\$87.37

WAGNERS OUTDOOR OUTF

WAGNERS OUTDOOR OUTF	Balefill - Baler Processing	REFUND FOR HOSE TORCH ADAPTER FOR BA	(\$89.22)
WAGNERS OUTDOOR OUTF	Balefill - Baler Processing	TORCH HOSE & ADAPTER FOR BALER LINER P	\$89.22

WAGNERS OUTDOOR OUTF	Balefill - Baler Processing	HOSE TORCH, ADAPTERS FOR BALER LINER P	\$84.97
<i>WAGNERS OUTDOOR OUTF - Total For Balefill - Baler Processing</i>			<i>\$84.97</i>
WAGNERS OUTDOOR OUTF - ALL DEPARTMENTS			\$84.97

WAL-MART #1617

WAL-MART #1617	Aquatics- Marion Kreiner Op	Concession Supplies	\$4.50
<i>WAL-MART #1617 - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$4.50</i>
WAL-MART #1617	Aquatics- Mike Sedar Oper.	Concession Supplies	\$9.41
<i>WAL-MART #1617 - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$9.41</i>
WAL-MART #1617	Aquatics- Paradise Valley Op	Concession Supplies	\$9.41
<i>WAL-MART #1617 - Total For Aquatics- Paradise Valley Oper</i>			<i>\$9.41</i>
WAL-MART #1617	Aquatics- Washington Oper	Concession Supplies	\$4.50
<i>WAL-MART #1617 - Total For Aquatics- Washington Oper</i>			<i>\$4.50</i>
WAL-MART #1617	Balefill - Diversion & Special	LITTER CREW SUUPPLIES FOR FORT CASPER	\$87.50
<i>WAL-MART #1617 - Total For Balefill - Diversion & Special</i>			<i>\$87.50</i>
WAL-MART #1617	Public Transit - CARES Act	Supplies for Transit Operations	\$87.51
<i>WAL-MART #1617 - Total For Public Transit - CARES Act</i>			<i>\$87.51</i>
WAL-MART #1617	Rec Center - Classes	SUMMER CRC CAMP	\$1,561.30
WAL-MART #1617	Rec Center - Classes	CRC SUMMER CAMP SUPPLIES	\$753.59
<i>WAL-MART #1617 - Total For Rec Center - Classes</i>			<i>\$2,314.89</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$2,517.72

WAL-MART #3778

WAL-MART #3778	Ft. Caspar Museum	Cleaning supplies for headstones	\$47.50
<i>WAL-MART #3778 - Total For Ft. Caspar Museum</i>			<i>\$47.50</i>
WAL-MART #3778	Human Resources	Door Prizes for Service Recognition Luncheon	\$212.75
<i>WAL-MART #3778 - Total For Human Resources</i>			<i>\$212.75</i>
WAL-MART #3778	Water Distribution	SHOP SUPPLIES- BUILDING SUPPLIES	\$87.19
<i>WAL-MART #3778 - Total For Water Distribution</i>			<i>\$87.19</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$347.44

WEAR PARTS INC

WEAR PARTS INC	Buildings & Structures Fund	Repair supplies for Marion Kreiner Pool - We	\$7.94
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<i>WEAR PARTS INC - Total For Buildings & Structures Fund</i>			<i>\$7.94</i>
WEAR PARTS INC	Capital Projects Fund	Bolts for well at Crossroads	\$48.03
WEAR PARTS INC	Capital Projects Fund	All thread for well at Crossroads	\$46.26
<i>WEAR PARTS INC - Total For Capital Projects Fund</i>			<i>\$94.29</i>
WEAR PARTS INC	Regional Water Operations	Bolts for SW HS #2 & Credit Card Fee - Mach	\$9.47
<i>WEAR PARTS INC - Total For Regional Water Operations</i>			<i>\$9.47</i>
WEAR PARTS INC	Traffic Control	Set screws for gas lamps	\$19.19
WEAR PARTS INC	Traffic Control	Hardware for sign repair & installs	\$351.19
<i>WEAR PARTS INC - Total For Traffic Control</i>			<i>\$370.38</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$482.08

WEBWARE SOLUTIONS LL

WEBWARE SOLUTIONS LL	General Fund Revenue	Yearly Subscription (Plus Tier)	\$4,788.00
<i>WEBWARE SOLUTIONS LL - Total For General Fund Revenue</i>			<i>\$4,788.00</i>
WEBWARE SOLUTIONS LL - ALL DEPARTMENTS			\$4,788.00

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	Confidential Legal or Medial Matters	\$75.00
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>			<i>\$75.00</i>
WELLBORN SULLIVAN ME - ALL DEPARTMENTS			\$75.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Capital Projects Fund	Ford Wyoming Center Fire Alarm	\$1,500.00
<i>WEST PLAINS ENGINEER - Total For Capital Projects Fund</i>			<i>\$1,500.00</i>
WEST PLAINS ENGINEER	WWTP Operations	Design - WWC/Maintenance Bldg	\$1,000.00
<i>WEST PLAINS ENGINEER - Total For WWTP Operations</i>			<i>\$1,000.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$2,500.00

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$146.13
WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$865.71
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$1,011.84</i>

WEST PUBLISHING CORP - ALL DEPARTMENTS \$1,011.84

WESTERN MEDICAL ASSO

WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$720.00
WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$560.00
WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$720.00
WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$520.00
WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$720.00
WESTERN MEDICAL ASSO	Property Insurance Fund	Audiogram / Hearing Tests	\$320.00
<i>WESTERN MEDICAL ASSO - Total For Property Insurance Fund</i>			<i>\$3,560.00</i>

WESTERN MEDICAL ASSO - ALL DEPARTMENTS \$3,560.00

WESTERN STATES FIRE

WESTERN STATES FIRE	Balefill - Diversion & Special	Annual Backflow Inspection for Solid Waste	\$2,415.00
<i>WESTERN STATES FIRE - Total For Balefill - Diversion & Special</i>			<i>\$2,415.00</i>

WESTERN STATES FIRE - ALL DEPARTMENTS \$2,415.00

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	K St Imp-St Mary-Bryan Stk Eng	\$3,370.00
<i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i>			<i>\$3,370.00</i>

WESTERN WATER CONSUL - ALL DEPARTMENTS \$3,370.00

WESTERN WYOMING LOCK

WESTERN WYOMING LOCK	Buildings & Structures Fund	Replacement key for CBC - Western Wyomin	\$4.00
<i>WESTERN WYOMING LOCK - Total For Buildings & Structures Fund</i>			<i>\$4.00</i>

WESTERN WYOMING LOCK - ALL DEPARTMENTS \$4.00

WILLIE DAVIS WELDING

WILLIE DAVIS WELDING	Balefill - Baler Processing	Welder rental north reline	\$1,300.00
<i>WILLIE DAVIS WELDING - Total For Balefill - Baler Processing</i>			<i>\$1,300.00</i>

WILLIE DAVIS WELDING - ALL DEPARTMENTS \$1,300.00

WM SUPERCENTER

WM SUPERCENTER	Aquatics- Marion Kreiner Op	Binders and Dividers	\$4.89
<i>WM SUPERCENTER - Total For Aquatics- Marion Kreiner Oper.</i>			\$4.89
WM SUPERCENTER	Aquatics- Mike Sedar Conc	Concession Supplies	\$8.79
<i>WM SUPERCENTER - Total For Aquatics- Mike Sedar Conc</i>			\$8.79
WM SUPERCENTER	Aquatics- Mike Sedar Oper.	Binders and Dividers	\$4.89
<i>WM SUPERCENTER - Total For Aquatics- Mike Sedar Oper.</i>			\$4.89
WM SUPERCENTER	Aquatics- Paradise Valley Con	Concession Supplies	\$5.86
<i>WM SUPERCENTER - Total For Aquatics- Paradise Valley Conc</i>			\$5.86
WM SUPERCENTER	Aquatics- Paradise Valley Op	Binders and Dividers	\$4.89
<i>WM SUPERCENTER - Total For Aquatics- Paradise Valley Oper</i>			\$4.89
WM SUPERCENTER	Aquatics- Washington Oper	Binders and Dividers	\$4.89
<i>WM SUPERCENTER - Total For Aquatics- Washington Oper</i>			\$4.89
WM SUPERCENTER	Balefill - Diversion & Special	BREAKROOM SUPPLIES	\$5.44
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			\$5.44
WM SUPERCENTER	City Council	GROCERY STORES, SUPERMARKETS	\$59.08
WM SUPERCENTER	City Council	GROCERY STORES, SUPERMARKETS	\$101.40
WM SUPERCENTER	City Council	Council bottled water	\$17.40
<i>WM SUPERCENTER - Total For City Council</i>			\$177.88
WM SUPERCENTER	Ice Arena - Concessions	CONCESSIONS - Butter	\$39.84
<i>WM SUPERCENTER - Total For Ice Arena - Concessions</i>			\$39.84
WM SUPERCENTER	Public Transit - CARES Act	Transit Office supplies	\$226.43
<i>WM SUPERCENTER - Total For Public Transit - CARES Act</i>			\$226.43
WM SUPERCENTER	Rec Center - Classes	SUMMER CAMP SUPPLIES	\$114.61
WM SUPERCENTER	Rec Center - Classes	CRC SUMMER CAMP STORAGE CONTANERS	\$200.66
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			\$315.27
WM SUPERCENTER	Refuse - Residential	OP SUPPLIES FOR TRAVEL TO VIEW TRUCKB	\$354.88
<i>WM SUPERCENTER - Total For Refuse - Residential</i>			\$354.88
WM SUPERCENTER	Regional Water Operations	Sides for JPB Meeting, Command Strips, Stic	\$44.97
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			\$44.97
WM SUPERCENTER - ALL DEPARTMENTS			\$1,198.92

WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment rental excavator for ldf operation	\$9,547.50
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<i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i>			<i>\$9,547.50</i>
WY. MACHINERY CO.	Balefill - Diversion & Special	Used Water Truck Purchase for Landfill Oper	\$144,773.00
<i>WY. MACHINERY CO. - Total For Balefill - Diversion & Special</i>			<i>\$144,773.00</i>
WY. MACHINERY CO.	Fleet Maintenance Fund	141459 Equipment repair	\$438.75
WY. MACHINERY CO.	Fleet Maintenance Fund	141501 Equipment repair	\$1,052.03
<i>WY. MACHINERY CO. - Total For Fleet Maintenance Fund</i>			<i>\$1,490.78</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$155,811.28

WYOMING FIRST AID &

WYOMING FIRST AID &	Public Transit - Operations	First Aid Supplies	\$59.32
<i>WYOMING FIRST AID & - Total For Public Transit - Operations</i>			<i>\$59.32</i>
WYOMING FIRST AID & - ALL DEPARTMENTS			\$59.32

WYOMING FOOD BANK OF

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

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL	Sewer Wastewater Collection safety supplies		\$24.90
<i>WYOMING SAFETY SUPPL - Total For Sewer Wastewater Collection</i>			<i>\$24.90</i>
WYOMING SAFETY SUPPL - ALL DEPARTMENTS			\$24.90

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	Balefill - Baler Processing	METAL N ORTH BALER RELINE & SHOP META	\$4,435.38
<i>WYOMING STEEL RECYCL - Total For Balefill - Baler Processing</i>			<i>\$4,435.38</i>
WYOMING STEEL RECYCL - ALL DEPARTMENTS			\$4,435.38

CITYWIDE BILLS AND CLAIMS TOTAL

\$2,928,753.53

I certify, under penalty of perjury, that this listing of vouchers and the items included therein for payment are correct and just in every respect.

SUBMITTED BY (Finance Dir) _____ DATE _____

DULY AUDITED BY (City Manager) _____ DATE _____

APPROVED BY (Mayor) _____ DATE _____

CITY of CASPER, WYOMING
 BILLS and CLAIMS ADDENDUM
 Council Meeting
 07/05/23

Additional Accounts Payable

<u>06/15/23</u>	Prewrits - Travel Reimbursements & Petty Cash	
	Maranda Huss - Travel Reimbursement	213.53
	Christa Wiggs - Travel Reimbursement	87.75
	First Interstate Bank - Petty Cash (PD)	207.95
		<u>509.23</u>
<u>06/22/23</u>	Prewrits - Travel Reimbursements, Petty Cash & Sales Tax	
	Keith McPheeters - Travel Reimbursement	30.00
	Scott Jones - Travel Reimbursement	383.50
	Barbara Santmire - Travel Reimbursement	843.60
		<u>1,257.10</u>
	Total Additional AP	<u>\$ 1,766.33</u>

Payroll

<u>06/16/23</u>	Fire Payroll	
	Salary & Wages	128,393.67
	Internal Revenue Service	22,669.13
	NCPERS Group	80.00
	Wyoming Retirement System	51,187.45
	State of Wyoming Workers Comp	4,814.94
	State of Wyoming Employee Benefits Insurance	60,669.61
	ICMA Retirement	5,417.10
	Orchard Trust Retirement	9,185.00
	Reliastar Life Insurance-Accident/Voya	33.86
		<u>282,450.76</u>
<u>06/22/23</u>	City Payroll	
	Salary & Wages	976,292.39
	Other Employee Liabilities	2,591.97
	Internal Revenue Service	268,726.66
	NCPERS Group	592.00
	Wyoming Retirement System	225,149.90
	State of Wyoming Workers Comp	32,972.50
	State of Wyoming Employee Benefits Insurance	365,579.61
	ICMA Retirement	24,674.57
	Lincoln National Life Insurance	26.93
	Orchard Trust Retirement	1,400.00
	Reliastar Life Insurance-Accident/Voya	1,385.75
		<u>1,899,392.28</u>
	Total Payroll	<u>\$ 2,181,843.04</u>
	Addendum Total	<u>\$ 2,183,609.37</u>

July 5, 2023

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing July 18, 2023 as the Date of the Public Hearing for Consideration of an Annexation, Plat, and Zoning Request, creating the JTL Group Inc. Addition Subdivision; and the associated Subdivision Agreement

Meeting Type & Date:

Regular Council Meeting, July 5, 2023

Action Type:

Minute action, establishing Public Hearing for July 18, 2023

Recommendation:

That Council, by minute action, establish July 18, 2023 as the date of public hearing for consideration of an annexation, plat, and zoning request to create the JTL Group Inc. Addition; and the associated Subdivision Agreement.

Summary:

Application has been received for an annexation, plat, and zoning to create the JTL Group Inc. Addition Subdivision, located at 1461 Bryan Stock Trail. The property in question is 4.78-acres, more or less, and is occupied by the Knife River company. The requested zoning for the property is C-4 (Highway Business). The property is contiguous, on its west side, to the existing Casper City limits along Bryan Stock Trail. Existing land uses in the area are a mix of industrial and park/open space. The proposed subdivision consists of a single lot and the applicant's stated reason for wanting to annex the property into the City is to obtain public utilities (water and sewer) for the property. According to the applicant, the property suffers from environmental conditions that preclude the use of water wells. The property is developed, located in proximity to properties currently receiving City services, and the provision of water and sewer will benefit the City, as well as the property owners, by alleviating environmental contamination concerns.

The Planning and Zoning Commission voted to support the annexation, plat, and zoning after a public hearing on June 8, 2023, with one (1) recommended condition. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

An annexation report, determining costs and benefits of the proposed annexation, will be completed prior to third and final reading.

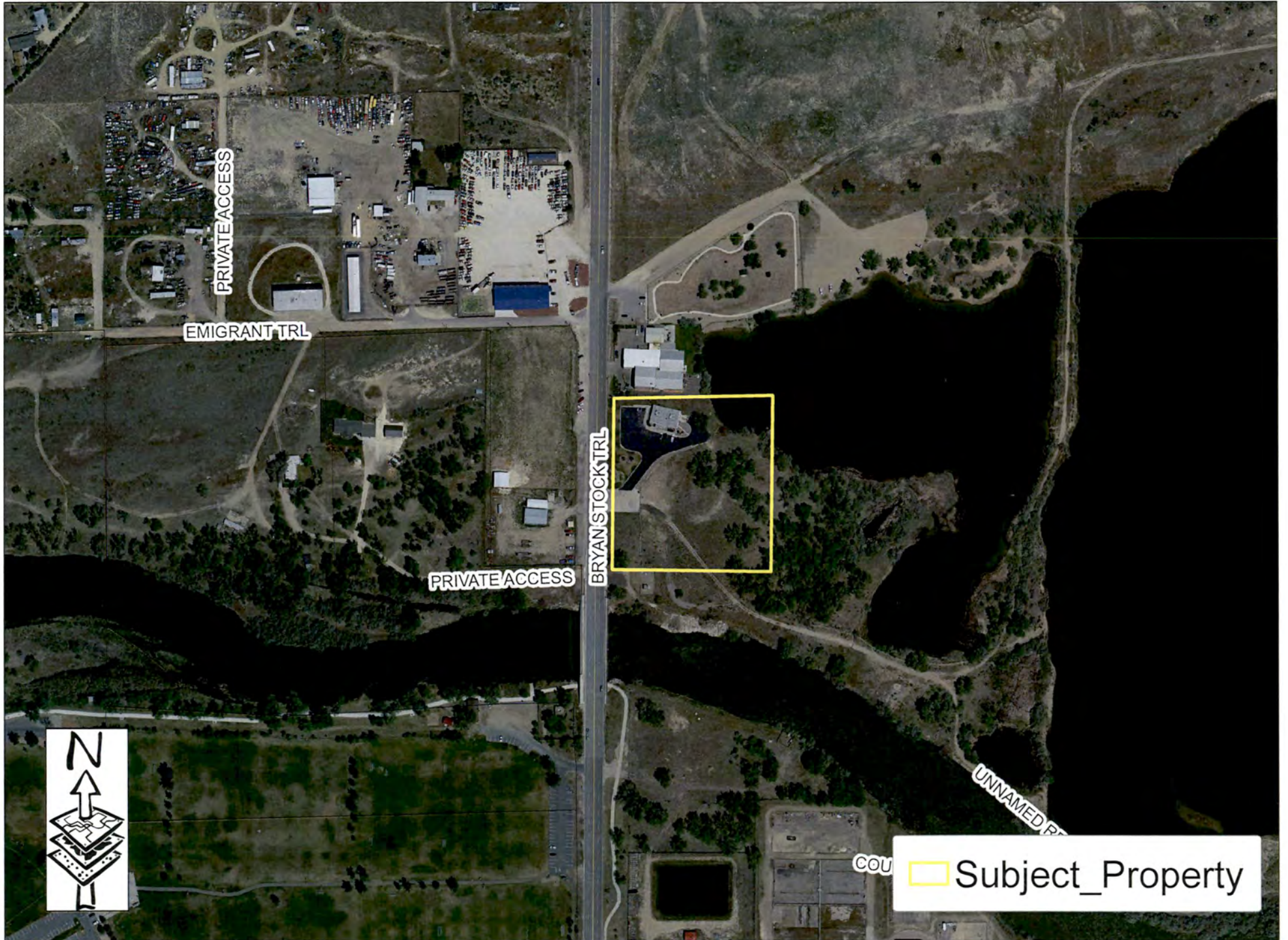
Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexations and zoning applications.

Attachments:

Location Map

Proposed JTL Group Inc. Addition



July 5, 2023

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing July 18, 2023 as the Date of the Public Hearing for Consideration of an Annexation, Plat, and Zoning Request Creating the Elkhorn Village Addition No. 3 Subdivision; and the associated Subdivision Agreement

Meeting Type & Date:

Regular Council Meeting, July 5, 2023

Action Type:

Minute action, establishing Public Hearing for July 18, 2023

Recommendation:

That Council, by minute action, establish July 18, 2023 as the date of public hearing for consideration of an annexation, plat, and zoning request to create the Elkhorn Village Addition No. 3 Subdivision; and the associated Subdivision Agreement.

Summary:

Application has been received for the creation of the Elkhorn Village Addition No. 3 located at the northeast corner of Elkhorn Valley Drive and East 12th Street. The subdivision includes a replat of six (6) existing lots in the Elkhorn Village Addition No. 2 and an annexation of 0.85-acres, more or less. The existing lots are currently zoned R-2 (One Unit Residential) and the area being annexed is requested to be R-2 (One Unit Residential) in order to integrate into the existing lots. The purpose of the annexation and replat is to increase the size of the existing lots, to eliminate one (1) lot, and to create five (5) newly configured lots for single-family residential development. All uses in the area are single-family residential and all surrounding lots are also zoned R-2 (One Unit Residential). The property being annexed is contiguous with the City limits along its west property boundary.

The Planning and Zoning Commission voted to support the annexation, plat, and zoning after a public hearing on June 8, 2023, with two (2) recommended conditions. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

An annexation report, determining costs and benefits of the proposed annexation, will be completed prior to third and final reading.

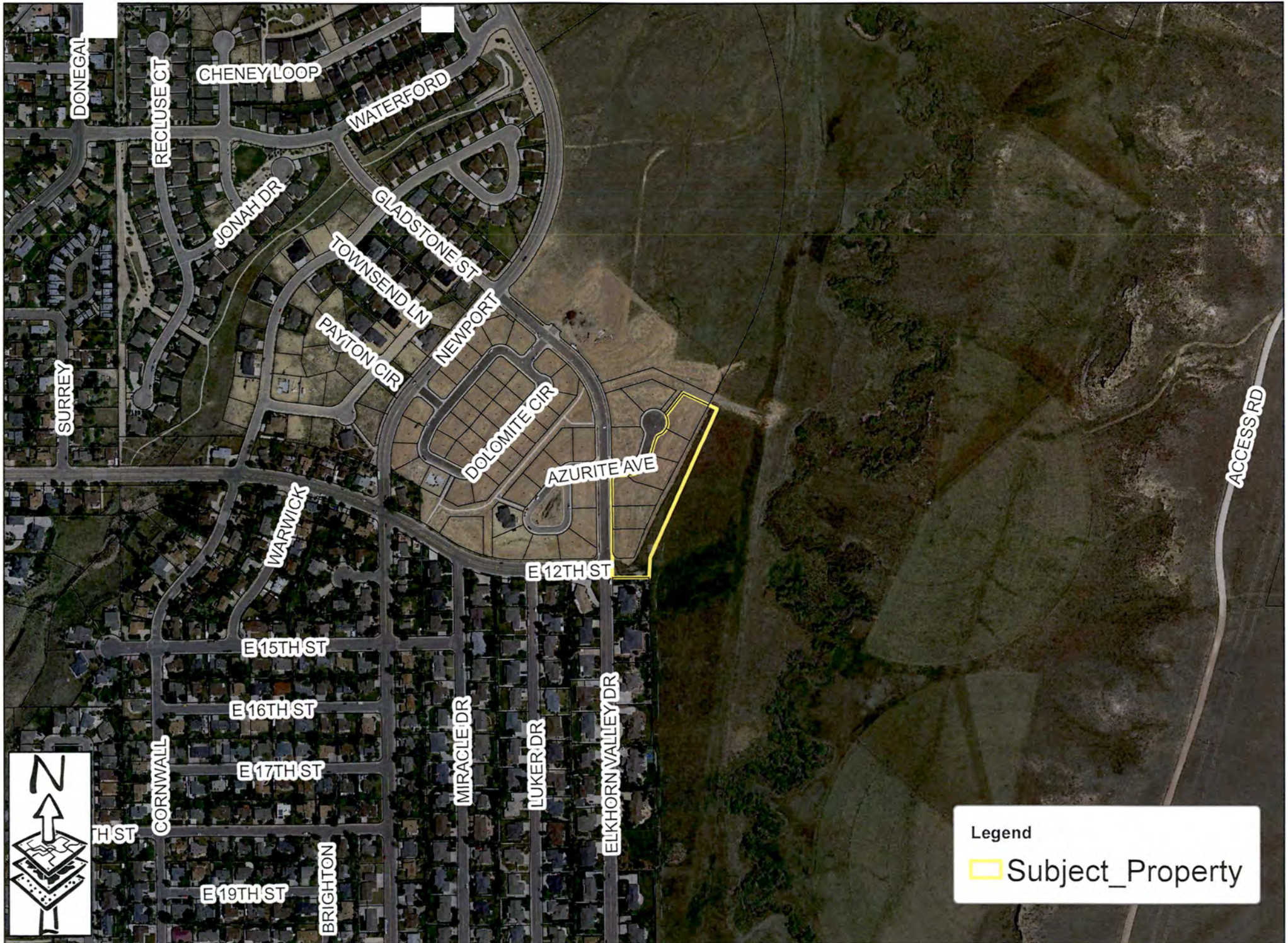
Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexations and zoning applications.

Attachments:

Location Map

Replat and Annexation creating Elkhorn Village Addition No. 3



June 29, 2023

MEMO TO: J. Carter Napier, City Manager ^{SN}

FROM: Keith McPheeters, Police Chief ^{KMP 307}
Eric Nelson, City Attorney ^{E.N.}

SUBJECT: Establishing a Public Hearing Regarding Proposed Changes to City of Casper Ordinances, Chapter 6.04.040, Keeping Pets' Livestock or Fowl; Limitations, Feeding of Non-Domesticated Animals Prohibited

Meeting Type & Date

July 5, 2023, Regular Council Session

Action type

Minute Action

Recommendation

That, by minute action, during the Regular Council Meeting of July 5, 2022, Council establish for public hearing the consideration of changes to the City of Casper Municipal Ordinances, Chapter 6.04.040, Keeping Pets, Livestock or Fowl; Limitations, Feeding of Non-Domesticated Animals Prohibited.

Summary

On January 27, 2023, Council was presented information by the Wyoming Game and Fish Department regarding a burgeoning wild turkey population within Casper. At that time, the Wyoming Game and Fish Department recommended that assistance was needed in controlling the turkey population and mitigating the harmful impacts of the growing population due to the improper feeding of wild turkeys.

Currently, the existing ordinance prohibiting the feeding of non-domesticated wildlife provides for two relevant exemptions that allow for the feeding of turkeys. As written, the Ordinance exempts the feeding of *all* birds, in addition to turkeys, with the following clause (emphasis added):

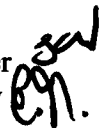
“It shall be unlawful for any person to provide shelter, feed, or to otherwise entice any non-domesticated animal(s) to gather or frequent, with the exception of birds, squirrels, turkeys and feral cats maintained by a keeper, onto any public area or onto the property of the person.”

Additionally, there remains significant concerns and complaints surrounding the feeding of waterfowl, squirrels, feral rock dove (feral, semi-domesticated pigeons), and feral cats.

On July 5, 2023, during the Pre-Meeting of the Regular Council Meeting, Council will hear discussions regarding squirrels and the damages caused by them. Following this discussion, staff will finalize and submit a recommended ordinance amendment prior to the Public Hearing.

June 30, 2023

MEMO TO: City Council

FROM: J. Carter Napier, City Manager
Eric K. Nelson, City Attorney 

SUBJECT: An Ordinance in Support of Continuing the Fifth Cent Optional General Purpose Excise Tax Pursuant to Wyoming Statutes § 35-15-203(a)(i)(F)(II)

Meeting Type & Date:
Regular Council Meeting
July 5, 2023

Action type:
Minute Action

Recommendation:
That City Council, by minute action, establish a Public Hearing for July 18, 2023, regarding An Ordinance in Support of Continuing the Fifth Cent Optional General Purpose Excise Tax Pursuant to Wyoming Statutes § 39-15-203(a)(i)(F)(II).

Summary:
The State of Wyoming collects a 4% state-wide excise tax, of which 69% is distributed to the State of Wyoming general fund. The remaining portion, less administrative costs (approximately 30%), is distributed to local governments based on the percentage of the county population residing within the municipality or unincorporated parts of the county.

Wyoming Statutes also allow for the collection of local sales and use taxes of up to 3% percent, also known as the fifth, sixth and seventh cent.

The fifth cent sales tax, which requires voter approval when it is first enacted, was first approved by the voters of Natrona County in 1974 and has been continued by election every four years since its initial approval. The continuation of the fifth cent sales tax in Natrona County has routinely received the support of well over seventy percent (70%) of ballots cast within the County. The fifth cent was most recently overwhelmingly approved by the voters for an additional four-year term in 2022.

As an alternative to continuing the fifth cent excise tax by the ballot method, Wyoming Statutes Section 39-15-203(a)(i)(F)(II) also provides for the tax to be continued without placing it on the ballot if favorably supported by a resolution adopted by the governing body of the county and by ordinances adopted by the governing bodies of at least a majority of the incorporated municipalities within the county. The tax may be continued by this method if the county clerk certifies to the county treasurer that a sufficient number of ordinances or resolutions to continue the tax have been adopted at least 90 days prior to the election to determine the continuation of the tax.

The fifth cent is commonly used for capital projects and operating needs and is vital for local government operations and for local projects which benefit the community and its citizenry. The fifth cent tax provides funding for local governments to maintain critical infrastructure (i.e. roads, streets, water and sewer projects) and supports vital police and fire public safety services.

Find attached a proposed ordinance in support of continuing the imposition of fifth cent excise tax pursuant to Wyoming Statutes Section 39-15-203(a)(i)(F)(II). A similar Ordinance would need to be adopted by a majority of the incorporated municipalities within the limits of Natrona County at least 90 days prior to the 2026 election cycle.

Financial Considerations:

Fifth Cent Sales Tax is a central funding mechanism for the City of Casper.

Oversight/Project Responsibility

J. Carter Napier, City Manager

Eric K. Nelson, City Attorney

Attachments

Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE IN SUPPORT OF CONTINUING THE
FIFTH CENT OPTIONAL GENERAL PURPOSE EXCISE
TAX PURSUANT TO WYOMING STATUTES SECTION
39-15-203 (a) (i) (F) (II).

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

WHEREAS, the State of Wyoming collects a four percent general purpose excise tax and allows for the collection of local sales and use taxes of up to three percent, also known as the fifth, sixth and seventh cent; and,

WHEREAS, the fifth cent sales tax is a tax which requires voter approval when it is first enacted and can be continued by an election every four years on the general ballot; and,

WHEREAS, the fifth cent sales tax was first approved by the voters of Natrona County in 1974 and has been continued by election every four years since its initial approval and was most recently overwhelmingly approved by the voters for an additional four-year term in 2022; and,

WHEREAS, the continuation of the fifth cent sales tax in Natrona County has routinely received the support of well over seventy percent (70%) of ballots cast within the County; and

WHEREAS, as an alternative to continuing the fifth cent excise tax by the ballot method, Wyoming Statutes Section 39-15-203(a)(i)(F)(II) also provides for the tax to be continued without placing it on the ballot if favorably supported by a resolution adopted by the governing body of the county and by ordinances adopted by the governing bodies of at least a majority of the incorporated municipalities within the county; and,

WHEREAS, the tax may be continued by this method if the county clerk certifies to the county treasurer that a sufficient number of ordinances or resolutions to continue the tax has been adopted at least 90 days prior to the election to determine the continuation of the tax; and,

WHEREAS, the fifth cent tax is commonly used for capital projects and operating needs and is vital for local government operations and for local projects which benefit the community and its citizenry; and,

WHEREAS, the fifth cent tax provides funding for local governments to maintain critical infrastructure, supports vital public safety services and leisure services for the local community.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the City of Casper, Wyoming desires to support the continuance of the fifth cent excise tax without the need for further election by adopting a resolution and submitting its resolution to the Natrona County Clerk pursuant to Wyoming Statutes Section 39-15-203(a) (i) (F) (II).

This Ordinance shall become in full force and effect twenty-one (21) days after passage on third reading and publication.

PASSED on 1st reading the ____ day of ____, 2023.

PASSED on 2nd reading the ____ day of ____, 2023.

PASSED, APPROVED, AND ADOPTED on third 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

Prior to that discussion, a draft ordinance amendment, which addresses only the feeding of non-domesticated turkeys, may read as such:

C. Feeding of Non-domesticated Animals Prohibited.

1. It shall be unlawful for any person to provide shelter, feed, or to otherwise entice any non-domesticated animal(s) to gather or frequent, with the exception of common song birds, squirrels, and feral cats maintained by a keeper, onto any public area or onto the property of the person. This shall not apply to property owners attempting to trap non-domesticated animal(s) already coming onto their property by use of a live box trap.

Financial Considerations

None

Oversight/Project Responsibility

Keith McPheeters, Police Chief

Attachments

None

July 5, 2023

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

FROM: Liz Becher, Community Development Director *LB*

SUBJECT: Establishing September 5, 2023 as the date of the Public Hearing for Consideration of a Resolution certifying the Annexation of 4.78-acres, more or less, to create the JTL Group Inc. Addition, complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, July 5, 2023.

Action Type:

Minute action, establishing date of public hearing for September 5, 2023.

Recommendation:

That Council, by minute action, establish September 5, 2023 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of 4.78-acres, more or less, creating the JTL Group Inc. Addition Subdivision, complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been received for an annexation, plat, and zone change to create the JTL Group Inc. Addition, located at 1461 Bryan Stock Trail. The property in question is 4.78-acres, more or less, and is occupied by the Knife River company. The requested zoning for the property is C-4 (Highway Business). The property is contiguous, on its west side, to the existing Casper City limits along Bryan Stock Trail. Existing land uses in the area are a mix of industrial and park/open space. The proposed subdivision consists of a single lot and the applicant's stated reason for wanting to annex the property into the City is to obtain public utilities (water and sewer) for the property. According to the applicant, the property suffers from environmental conditions that preclude the use of water wells. The property is developed, located in proximity to properties currently receiving City services, and the provision of water and sewer will benefit the City, as well as the property owners, by alleviating environmental contamination concerns.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not Applicable

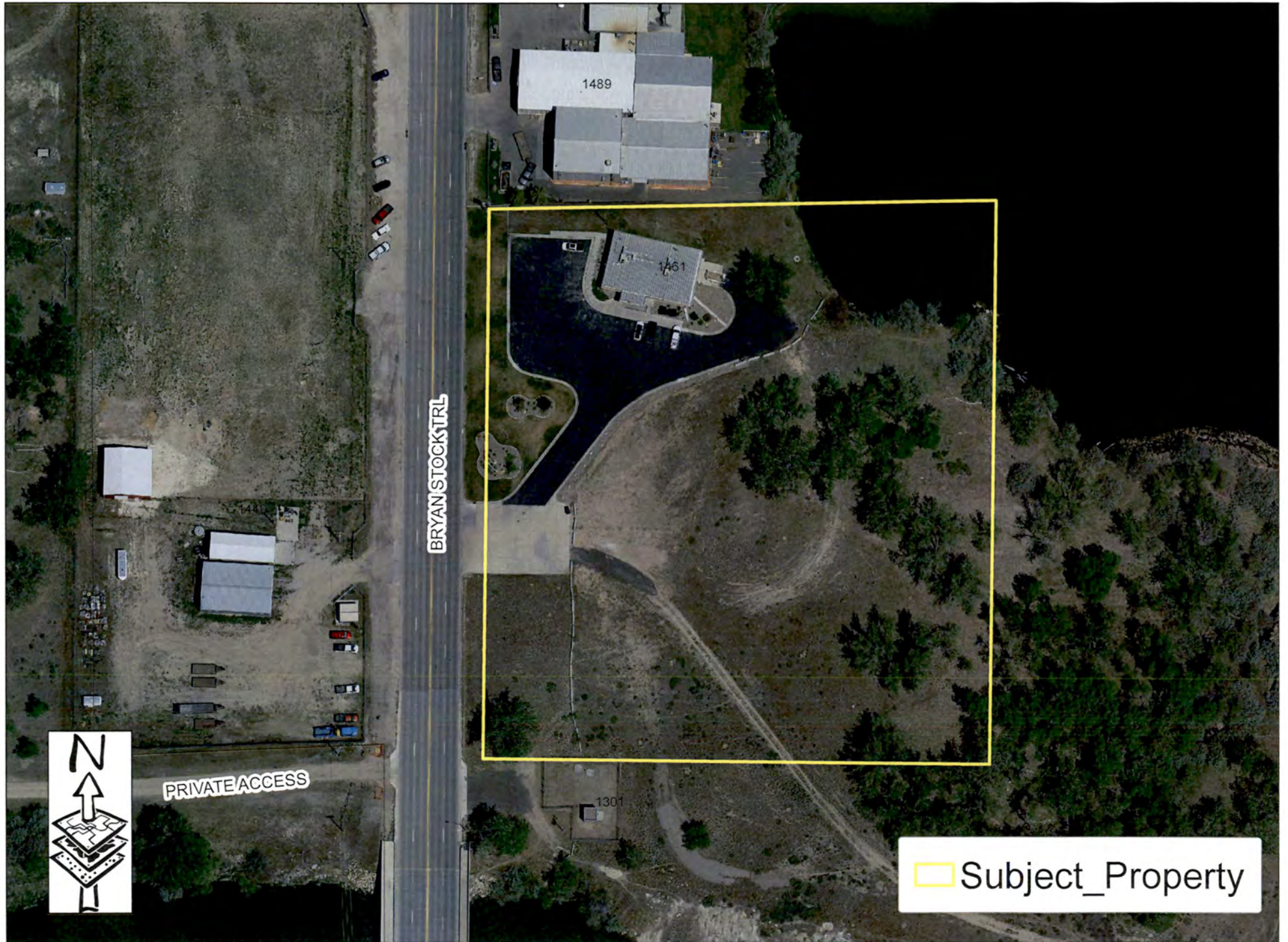
Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexation applications.


Attachments:


Location Map

Proposed JTL Group Inc. Addition



July 5, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director 

SUBJECT: Establishing September 5, 2023 as the date of the Public Hearing for Consideration of a Resolution certifying the Annexation of 0.85-acres being incorporated into the proposed Elkhorn Village Addition No. 3 Subdivision complies with W.S. §15-1-402.

Meeting Type & Date:

Regular Council Meeting, July 5, 2023.

Action Type:

Minute action, establishing date of public hearing for September 5, 2023.

Recommendation:

That Council, by minute action, establish September 5, 2023 as the date of the public hearing for consideration of a Resolution to determine if the Annexation of 0.85-acres being incorporated into the proposed Elkhorn Village Addition No. 3 Subdivision complies with W.S. §15-1-402.

Summary:

Pursuant to the Wyoming State Statutes pertaining to annexations, as amended, Council must find that any annexation complies with certain conditions related to the suitability and feasibility of the annexation. In addition, the Council must also accept an annexation report prepared to outline the costs and benefits of the annexation to the City and to the future owners of the property to be annexed.

Application has been received for the creation of the Elkhorn Village Addition No. 3, located at the northeast corner of Elkhorn Valley Drive and East 12th Street. The subdivision includes a replat of six (6) existing lots in the Elkhorn Village Addition No. 2 and an annexation of 0.85-acres, more or less. The existing lots are currently zoned R-2 (One Unit Residential) and the area being annexed is requested to be R-2 (One Unit Residential) in order to integrate into the existing lots. The purpose of the annexation and replat is to increase the size of the existing lots, to eliminate one (1) lot, and to create five (5) newly configured lots for single-family residential development.

A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing, pursuant to State law. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

Not Applicable

Oversight/Project Responsibility:

The Community Development Department (Planning Division) is responsible for processing annexation applications.

Attachments:

Location Map

Replat and Annexation creating Elkhorn Village Addition No. 3



May 19, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
Justin Scott, Building Inspector II
SUBJECT: Adoption of 2023 NFPA 70, National Electrical Code (NEC)

Meeting Type & Date:
Regular Council Meeting, June 6, 2023

Action Type:
Public Hearing and First reading of Ordinance adopting the 2023 NFPA 70, National Electrical Code

Recommendation:
That Council, by ordinance, approve an Amendment of Chapter 15.28 of the Casper Municipal Code to adopt the 2023 NFPA 70, National Electrical Code (NEC).

Summary:
As required by State law, the City of Casper must adopt the same building codes as the State within the same calendar year. All the various sections of the City's adopted Building Codes are on a three (3) year update cycle, with the National Electrical Code (NEC) being a year ahead of all other building code revisions. This year, the 2023 NFPA 70, National Electrical Code (NEC) is up for adoption, replacing the 2020 NFPA 70, National Electrical Code (NEC). The State will adopt the 2023 NFPA 70, National Electric Code (NEC), effective July 1st, 2023.

The Contractor's Licensing Board was presented with the significant changes that would impact construction during the March 2023 meeting.

Financial Considerations:
Not applicable.

Oversight/Project Responsibility:
The City of Casper Building Division/Community Development Department is responsible for updating and enforcing all City of Casper building codes.

Attachments:

- Ordinance amending sections 15.28.010, 15.28.040, 15.28.170, 15.28.370, and 15.28.440
- Significant changes to the 2023 NEC
- Contractor's Licensing Board's March 2023 meeting minutes
- Wyo. Stat. § 35-9-106
- Wyo. Stat. § 35-9-121

April 28, 2023



Significant 2023 National Electrical Code Changes

1. Ground fault circuit interrupter (GFCI) protection will now be required for all 125 V through 250 V receptacles in dwelling unit kitchens. 210.8 (A) (6)
2. Buffet serving locations are required to be GFCI protected. 210.8 (B) (4)
3. Commercial appliances within 6 ft of a sink will require GFCI protection. 210.8 (B) (7)
4. Dwelling unit specific appliances will now require GFCI protection. Such items include, but are not limited to microwaves, wall mounted ovens, and electric ranges. 210.8 (D)
Island and peninsular countertops and worksurfaces are now optional. Provisions must be made for the future installment of receptacles. If they are installed they must be installed in the work surface and not on the side of the cabinets. 210.52 (C)
5. Surge protective devices will now be required on hotels and motels, dormitory units, and areas of nursing homes and limited care facilities used exclusively as patient sleeping rooms. 230.67 (A)

There are many changes that happen every code cycle and these are just a few that will add some cost to construction on homes, motels, and some commercial installations. The main costs are in the breakers required for many of these installs. On average it will cost \$500 to \$1000 more for typical new residential construction. Surge protection has doubled and will certainly add cost to new motels and hotels. It's hard to put an actual number on this since there are many factors involved in these types of buildings such as numbers and types of rooms. Another issue we are seeing is the availability of electrical equipment such as multi meter packs, panels, different types of wire, and breakers. The inability to obtain equipment is leading to longer lead times and the increased cost of materials.

A handwritten signature in black ink, appearing to read "Justin Scott". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Justin Scott
Building Inspector II
Building Inspection Division
City of Casper, WY



Contractors Licensing and Appeals Board Meeting Minutes from: April 20, 2023

MEMBERS PRESENT:

Scott Warren
Steven Walkin
Jak Hollinger
Travis Briggs
Sean Lijewski
Ian Alvastad

MEMBERS ABSENT:

Jeremiah Holtus

CITY COUNCIL:

Lisa Engebretsen

CITY STAFF PRESENT:

Justin Scott
Shawn Barrett
Deeann Miller

CALL MEETING TO ORDER:

Scott Warren called the meeting to order at 4:01 PM.

MONTHLY REPORT UPDATE:

Justin Scott presented the March Building report. (Attached)

Below is a breakdown of the 12 major commercial projects that are in progress:

Note: All projects are not included in this list; smaller projects including remodeling, alterations and additions may not be listed.

- LDS Temple (3011 Independence Dr.) Interior connections and finish are in process. Stone veneer is being installed and the steeple structure is being framed.
- Liberty Square Apartment Complex, 60 units (1100 S. Beverly St), Bld. A is complete and waiting on the electrical service gear to energize the building. Building B Towers 1-3, and the Community Center, interior finishes are in process. The anticipated completion for this project is the end of April/May of 2023 for Building A and the Community Center and the

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COMMUNITY DEVELOPMENT DEPARTMENT

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middle to end of June of 2023 for Building B. The availability of the electrical service equipment is the reason that this project is being held up.

- Wal-Mart East Interior Remodel (4400 E. 2nd St.) Fire pump and sprinkler piping in process.
- Casport Mint, (170 Star Lane) Interior structural steel and framing in process, M.E.P. rough-ins are in process for Phase 1, mezzanine office areas are in trim phases, this project has been divided into 7 phases. The 2nd machine is installed and operational. Phase II is to begin shortly.
- La Cocina Restaurant (4110 Centennial Hills) Framing is complete and M/E/P's are in process.
- Alma Business Bld. (260 W. 1st. St, Old Bakery) Final finishes are in process.
- Nolan Phase II (225 S. David St. Condominiums) Framing is nearly complete and the M/E/P's are in process.
- Jump Craze (SE Wyoming Blvd near E 21st St) Site work is in process.
- Harbor Freight Expansion (Sunrise Mall) Final finishes are in process.
- Discount Tire (4990 E. 2nd St near the Residence Inn) Site work is in process.
- Johnstone Supply (3100 E. Yellowstone) Sprinkler system is being installed and the final finishes are nearing completion.
- 307 Chiropractic (5980 Enterprise Dr near Menards) Site work is in process.

Projects Completed:

No new projects were completed this month.

Demolition Projects:

YMCA – Old YMCA is in the process of being demolished. The site will be paved for additional parking and the East existing gym is to remain.

NEW BUSINESS:

Shawn Barrett presented the significant changes to the 2023 NEC which will be presented to City Council for adoption after July 1, 2023. (Attached)

LICENSE APPLICATIONS:

General Contractors:

Jan Holtfreter – Class I General Contractor – *Approved to test*

Allen Jennings – Class I General Contractor – *Approved to test*

Jason Morrison – Class II General Contractor – *Approved to test*

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Mechanical Applications:

Terry Mask – Master Mechanical – *Approved to test*

Scott Alder – Journeyman Mechanical – *Approved to test*

Plumbing Applications:

Manuel Flores – Master Plumber – *ICC testing submitted, license approved, no test Needed*

Nathan Boyle – Master Plumber– *Approved to test*

COMPLAINTS:

There were no complaints that were presented to the Board for review.

UNSAFE STRUCTURES ORDINANCE:

There were no unsafe structure complaints that were presented to the Board for review.

COMMENTS:

Lisa Engebretsen asked that an update be provided on the status of the creation of handyman license at the next meeting.

ADJOURN:

The meeting was adjourned at 4:26 PM.

Respectfully Submitted,

Justin Scott, Secretary

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35-9-106. Powers and duties of council.

(a) The council shall adopt rules and regulations to:

(i) Establish minimum fire standards not exceeding the standards prescribed by the International Fire Code, the International Building Code, the International Mechanical Code, the International Existing Building Code and the International Fuel Gas Code for:

(A) All new building construction or remodeling under W.S. 35-9-108(a);

(B) The prevention of fire and the protection of life and property from fire and panic in all existing buildings;

(C) The safeguarding of life and property from hazards of fire and explosion arising from storage, handling and use of hazardous substances, materials and devices.

(ii) Repealed By Laws 2003, Ch. 49, § 3.

(iii) Repealed By Laws 2010, Ch. 84, § 3.

(iv) Implement this section.

(b) The council shall have access to records of the divisions and may require written or oral information from any officer or employee of the department when conducting investigations pursuant to W.S. 35-9-108(p) and 35-9-117.

(c) Except as provided under W.S. 35-9-121 (d), 35-9-121.1(d)(ii) and 35-9-124 (a)(ii), the council shall hear appeals to determine the suitability of alternate materials and type of construction and to interpret and grant variances from rules and regulations of the council.

(d) The standards for liquefied petroleum gas installations shall be the current edition of NFPA 58 Liquefied Petroleum Gas Code and ANSI Z223.1/NFPA 54 National Fuel Gas Code. To the extent the standards for liquefied petroleum gas conflict with the standards prescribed by the International Fuel Gas Code, the NFPA 58 Liquefied Petroleum Gas Code and ANSI Z223.1/NFPA 54 National Fuel Gas Code control.

(e) Repealed By Laws 2010, Ch. 84, § 3.

35-9-121. Local enforcement.

(a) The state fire marshal shall delegate complete authority to municipalities and counties which apply to enforce and interpret local or state fire, building, existing building standards or electrical safety standards which meet the requirements of this section. The state fire marshal shall notify the governing body of the municipality or county of the minimum standards and requirements of this act and W.S. 16-6-501 and 16-6-502 and transfer jurisdiction and authority by letter. Except as provided in W.S. 35-9-119(a)(i) and subsection (b) of this section, nothing in this section affects the authority of the state fire marshal or chief electrical inspector regarding state owned or leased buildings. Local enforcement authority under this subsection shall be subject to the following requirements and certification of inspectors:

(i) Before a municipality or county without local enforcement authority is initially granted local enforcement authority for fire, building, existing building standards or electrical standards the state fire marshal shall determine that the local governing body has adopted minimum standards by ordinance or resolution that are equivalent to or more stringent than those applicable standards adopted by the department;

(ii) If a municipality or county that has been granted local enforcement authority under this subsection fails to adopt, within six (6) months following the adoption of new standards by the department, or maintain standards by ordinance or resolution that at least meet the statewide standards, enforcement authority shall immediately revert to the department. It shall be the responsibility of the municipality or county to notify the department of the repeal of minimum standards in their jurisdiction;

(iii) If code enforcement authority for fire and building codes is requested, certification of a fire inspector or building inspector by the International Code Council or the International Conference of Building Officials is required for any inspector employed or contracted after July 1, 2010 to enforce those codes for the municipality or county;

(iv) If code enforcement authority for the electrical code is requested, certification of an electrical inspector by the International Code Council or the International Association of Electrical Inspectors and licensing by the state as a journeyman or master electrician is required;

(v) If a municipality or county that has been granted local enforcement authority under this subsection fails to maintain employment of an inspector holding any certification required by this subsection, enforcement authority shall revert to the department one hundred twenty (120) days after the last day the properly certified inspector has left the employment of the municipality or county. It shall be the responsibility of the municipality or county to notify the department upon the termination of employment of any certified inspector required by this subsection.

(b) Notwithstanding the provisions of subsection (a) of this section a local governmental entity is authorized to assume sole plan review authority, and, in accordance with W.S. 35-9-107(a)(iv), that entity has sole construction inspection authority on the approved plans and sole authority for periodic fire and life safety inspections on state owned or leased buildings. For the

purpose of this section, school buildings shall be construed to be state buildings. If local code provisions are more stringent than adopted state codes, the local code prevails. The authority granted to local governmental entities under this subsection is subject to certification of local inspectors as follows:

(i) If sole plan review authority is requested, certification of a plan reviewer by the international conference of building officials or the International Code Council;

(ii) If code enforcement authority for fire and building codes is requested, certification of a fire inspector or building inspector by the International Code Council or the International Conference of Building Officials;

(iii) If code enforcement authority for the electrical code is requested, certification of an electrical inspector by the International Code Council or the International Association of Electrical Inspectors and licensing by the state as a master electrician.

(c) If a municipality or county has assumed enforcement authority for only one (1) or two (2) of the fire, building and electrical standards, the municipality or county shall deliver notice of any project plans submitted to the municipality or county for approval to the department. The notice of the project shall be delivered within ten (10) days of receiving plans from the applicant.

(d) A municipality or county which has enforcement authority under this section shall create its own appeals boards to determine the suitability of alternate materials and types of construction and to interpret and grant variances from adopted codes or standards. The boards shall be appointed and removed by the governing body of the municipality or county, but the person making the decision upon which the appeal is based shall not be a member of the appeal board.

(e) A decision rendered by the local municipal or county appeals board pursuant to subsection (d) of this section may be appealed to the council on fire prevention and electrical safety in buildings for a final decision. A decision of the council may be appealed to the appropriate district court.

(f) Any appeal to a local board under subsection (d) of this section or the council under subsection (e) of this section shall be heard within thirty (30) days of the request for appeal.

(g) Nothing in this section prohibits the state fire marshal from assisting, upon request, a municipality, county or other local governmental entity in exercising authority granted to that entity under this section.

ORDINANCE NO. 10-23

AN ORDINANCE AMENDING SECTIONS 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370 AND 15.28.440 OF THE CASPER MUNICIPAL CODE, AND ADOPTING THE 2023 NFPA 70, NATIONAL ELECTRICAL CODE (NEC).

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

SECTION 1:

All references to the NFPA 70 - 2020 Edition of the National Electrical Code contained in Sections 15.28.010, 15.28.040, 15.28.170, 15.28.300, 15.28.370 and 15.28.440 of the Casper Municipal Code are hereby amended to read "2020 2023 Edition."

SECTION 2:

If any section, subsection, sentence, clause, or phrase of this Ordinance, for any reason, is held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

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 6th day of June, 2023.

PASSED on 2nd reading the 20th day of June, 2023.

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

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

May 23, 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*
Mark Harris P.E., Associate Engineer II
SUBJECT: Ordinance Creating Local Assessment District 160 – Chinook Trail Improvements.

Meeting Type & Date
Regular Council Meeting
June 6, 2023

Action type
Ordinance

Recommendation
That Council, by ordinance, conduct a Public Hearing and 1st Reading to create Local Assessment District (LAD) 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. Subsequently, on April 18, 2023, Council authorized creation of the LAD. Letters of related LAD information with the April 18th Resolution have been mailed to all affected residents, and the April 18th Resolution was published in the Casper Star Tribune on April 30th.

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.

June 6, 2023 is the first of a series of three (3) public hearings scheduled and advertised, with the second and third public hearings 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 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. 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 No. 23-78

Ordinance

EXHIBIT A
File No. 4511-2743471 Legal Description

Exhibit A, in its entirety, documents the legal description of the land referenced in this Document. The legal description may extend to multiple pages.

The land referred to in this document is situated in the State of **Wyoming**, County of **Natrona**, and is described as follows:

A PORTION OF THE E $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST, 6TH P.M., NATRONA COUNTY, WYOMING, ALSO KNOWN AS TRACT 5-B OF THE UNRECORDED GARDEN CREEK ESTATES ADDITION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE S.89°10'W., A DISTANCE OF 50.0 FEET TO A POINT ON THE WEST SIDE OF CHINOOK TRAIL IF EXTENDED; THENCE S.0°05'E., ALONG SAID WEST SIDE OF CHINOOK TRAIL, A DISTANCE OF 930.56 FEET TO THE SOUTHEAST CORNER OF TRACT 5, GARDEN CREEK ESTATES AND THE NORTHEAST CORNER OF THE CARMAN ADDITION AND THE POINT OF BEGINNING OF HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B; THENCE S.89°19'01"W., ALONG THE SOUTH LINE OF SAID TRACT 5 AND THE NORTH LINE OF SAID CARMAN ADDITION, A DISTANCE OF 270.11 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B; THENCE N.0°05'W., A DISTANCE OF 250.64 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B, WHICH POINT IS ON THE NORTH LINE OF SAID TRACT 5 AND THE SOUTH LINE OF THE ROD FORGEY SUBDIVISION; THENCE N.89°11'16"E., ALONG THE NORTH LINE OF SAID TRACT 5 AND THE SOUTH LINE OF THE ROD FORGEY SUBDIVISION, A DISTANCE OF 270.12 FEET TO A POINT ON THE WEST LINE OF CHINOOK TRAIL; THENCE S.0°05'E., ALONG SAID WEST LINE OF CHINOOK TRAIL, A DISTANCE OF 251.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

DIVISION OF
TRACT 5, GARDEN CREEK ESTATES (unfiled)

LEGAL DESCRIPTION TRACT 5-B
(Revised October 10, 1997)

IN THE
EAST HALF OF THE NORTHWEST QUARTER OF SECTION 29,
TOWNSHIP 33 NORTH, RANGE 79 WEST of the 6th P. M., NATRONA COUNTY, WYOMING

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 29; THENCE S. 89° 10' W. A DISTANCE OF 50.0 FEET TO A POINT ON THE WEST SIDE OF CHINOOK TRAIL IF EXTENDED; THENCE S. 0° 05' E. ALONG SAID WEST SIDE OF CHINOOK TRAIL A DISTANCE OF 930.56 FEET TO THE SOUTHEAST CORNER OF TRACT 5, GARDEN CREEK ESTATES AND THE NORTHEAST CORNER OF THE CARMAN ADDITION AND THE POINT OF BEGINNING OF HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B; THENCE S. 89 ° 19' 07" W. ALONG THE SOUTH LINE OF SAID TRACT 5 AND THE NORTH LINE OF SAID CARMAN ADDITION A DISTANCE OF 270.11 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B; THENCE N. 0° 05' W. A DISTANCE OF 250. 64 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED GARDEN CREEK ESTATES, TRACT 5-B, WHICH POINT IS ON THE NORTH LINE OF SAID TRACT 5 AND THE SOUTH LINE OF THE ROD FORGEY SUBDIVISION; THENCE N. 89 ° 11' 18" E. ALONG THE NORTH LINE OF SAID TRACT 5 AND THE SOUTH LINE OF THE ROD FORGEY SUBDIVISION A DISTANCE OF 270.12 FEET TO A POINT ON THE WEST LINE OF CHINOOK TRAIL; THENCE S. 0 ° 05' E. ALONG SAID WEST LINE OF CHINOOK TRAIL A DISTANCE OF 251.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 1.556 ACRES MORE OR LESS.

THIS TRACT IS SUBJECT TO A 10 FOOT WIDE UTILITY EASEMENT AND A 26 FOOT WIDE ACCESS EASEMENT ALONG THE SOUTH PROPERTY LINE AS SHOWN ON THE ACCOMPANYING PLAT.

EXHIBIT "C"

A PARCEL OF LAND IN THE E½NW¼ OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF REPLATTED LOT 1 OF THE CARMAN ADDITION TO THE CITY OF CASPER, MONUMENTED BY A BRASS CAP; THENCE S.51°49'00"E., A DISTANCE OF 63.73 FEET TO THE NORTHEAST CORNER OF THE PARCEL, BEING MONUMENTED BY AN ALUMINUM CAP AND BEING THE POINT OF BEGINNING; THENCE S.00°08'14"E., A DISTANCE OF 256.47 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, BEING MONUMENTED BY AN ALUMINUM CAP; THENCE S.89°28'10"W., A DISTANCE OF 440.17 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.25°25'35"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 10.74 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.47°38'33"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 56.57 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.51°23'31"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 42.58 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE S.88°49'46"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 31.86 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.42°36'02"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 27.81 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.88°53'54"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 51.53 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.45°14'27"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 35.15 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.06°47'31"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 47.26 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.47°23'18"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 34.33 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE S.86°03'01"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 98.00 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.46°05'54"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 49.49 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.07°38'48"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 14.40 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.22°39'02"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 23.62 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.89°18'24"E., A DISTANCE OF 555.09 FEET TO THE POINT OF BEGINNING.

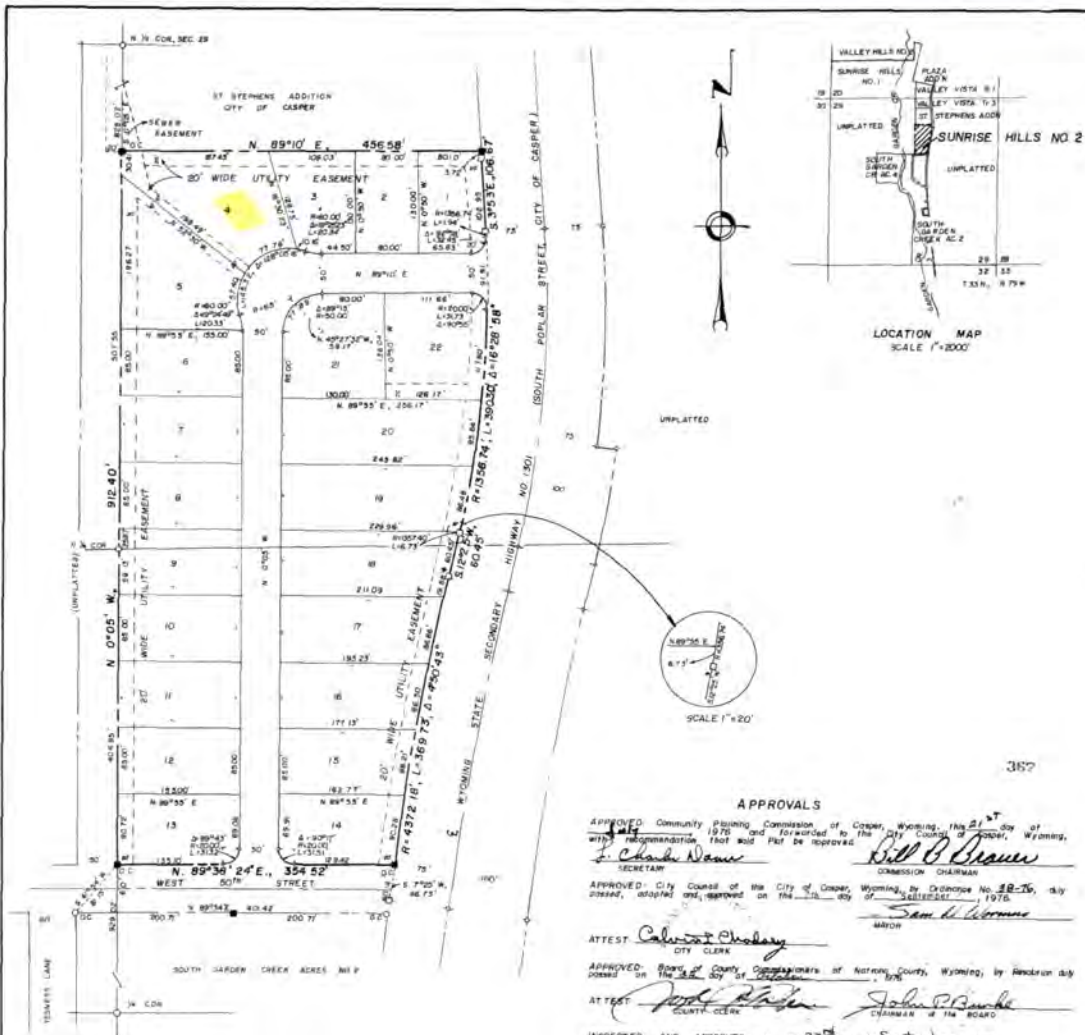


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CANADIAN PATENT 10655729-1979

RD 1977

IRON MAIDEN® SYSTEMS HOUSTON, TEXAS, U.S.A.

REVISIONS
REVISION NO. 1
REVISION DATE 1/27/77 BY: JTB
REVISION NO. 2
REVISION DATE 1/27/77 BY: JTB



SUNRISE HILLS NO. 2

AN ADDITION TO THE CITY OF CASPER

NATRONA COUNTY, WYOMING
BEING A SUBDIVISION OF
PORTIONS OF THE W 1/2 NE 1/4, SECTION 29
TOWNSHIP 33 NORTH, RANGE 79 WEST,
SIXTH PRINCIPAL MERIDIAN, WYOMING

SCALE: 1" = 80'

CERTIFICATE OF DEDICATION

B.K.P. a Limited Partnership, hereby certifies that it is the owner and proprietor of the foregoing Subdivision, located in and being portions of the W 1/2 NE 1/4, Section 29, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and more particularly described by metes and bounds as follows, to wit:

Beginning at the northwesterly corner of the Parcel being described on a point in the westerly line of said W 1/2 NE 1/4, Section 29, located at S. 0°05' E., 825.02 feet from the northwesterly corner thereof;

Thence from said Point of Beginning and along the northern line of said Parcel, N. 89°10' E., 456.58 feet to a point in the westerly right-of-way line of Wyoming State Secondary Highway No. 130 and also the northeast corner of said Parcel; thence along the westerly line of said Parcel and the westerly right-of-way line of said Highway, S. 75°3' E., 106.67 feet to a point of curve, thence along the arc of a circular curve to the right, having a radius of 355.54 feet and through a central angle of 89°58' 30" southerly, 500.00 feet to a point of tangency thence along a straight line, having a course of 43°51' 30" from the northerly line of a 60 feet wide road, 369.75 feet to a point in the northerly line of said Highway identified as West 20th Street; thence along the northerly line of said Highway, S. 89°36' 24" W., 354.50 feet to a point in the westerly line of said W 1/2 NE 1/4, Section 29 and the southwest corner of said Parcel; thence along westerly line thereof, N. 0°05' W., 92.50 feet to the northwesterly corner thereof and the Point of Beginning and containing 8.9675 acres, more or less.

The Subdivision of the foregoing described lands, as appears on this Plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors, the name of said all Streets, Drives, Public Ways and Parks as shown on this Plat are hereby dedicated to the use of the Public.

Dated at Casper, Wyoming, this 10th day of SEPTEMBER, 1976

By: Special Partner Jack H. Perlwitzer B.K.P. a LIMITED PARTNERSHIP
Jack H. PERLWITZER

General Partner Joseph Berenshaw a Wyoming corporation
JOSEPH BERENSHAW

Secretary John P. Bunker President Zella Berenshaw
ZELLA BERENSHAW

ACKNOWLEDGEMENT

STATE OF WYOMING
COUNTY OF NATRONA

The foregoing instrument was acknowledged before me by Jack H. Perlwitzer and Zella Berenshaw, this 10th day of September, 1976

Witness my hand and official seal
My commission expires Jan 22, 1977

Joseph Berenshaw
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

STATE OF WYOMING
COUNTY OF NATRONA

I, Edward Johnson, of Casper, Wyoming, do hereby certify that this Plat was prepared from notes taken during actual surveys during the period, November, 1975 to March, 1976, made by myself and E.C. Lenhart, Wyoming Registration No. 520, Professional Engineer and Lead Surveyor of the firm of Worthington, Lenhart & Carpenter, Inc., whose name and address are stated personally responsible and from the official and Recorded Plats of adjacent Subdivisions on all parts by this Plat. Maps be set upon the request of the owners in accordance with the requirements of the City of Casper and proper survey practice. All dimensions are expressed in feet and decimals thereof and all courses referred to the true meridian, said Plat is in full and correct to the best of my knowledge and belief.

Wyoming Registration No. 510, Lead Surveyor Edward Johnson

Subscribed - in my presence and seen to before me this 7th day of September, 1976

My commission expires Jan 22, 1977

Jack H. Perlwitzer
NOTARY PUBLIC

APPROVALS

APPROVED Community Planning Commission of Casper, Wyoming, this 21st day of September, 1976 and forwarded to the City Council of Casper, Wyoming, with recommendation that said Plat be approved.

Charles Deane SECRETARY
Bill B. Brewer COMMISSION CHAIRMAN

APPROVED City Council of the City of Casper, Wyoming, by Ordinance No. 88-76, day 21st of September, 1976.

Sam W. Worme MAYOR

ATTEST Calvin Crosby CITY CLERK

APPROVED Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 23rd day of September, 1976.

ATTEST John P. Bunker COUNTY CLERK
John P. Bunker CHAIRMAN of the BOARD

INSPECTED AND APPROVED on the 23rd day of September, 1976
Ray J. Carter CITY ENGINEER

INSPECTED AND APPROVED on the 12th day of October, 1976
W. L. Hollister COUNTY SURVEYOR

INSPECTED AND APPROVED on the 1st day of September, 1976
Zella Berenshaw COUNTY HEALTH OFFICER

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming, this 10th day of September, 1976.

John P. Bunker COUNTY CLERK

EXPLANATION
■ BC by W.L. & C. INC
□ BC by Wyo. Hwy. Dept.
○ Original Corner by others
* Not true P.C. or P.T.

SURVEY & PLAT BY:
WORTHINGTON, LENHART & CARPENTER, INC
832 SOUTH DAVID STREET, CASPER, WYOMING 82601
WD NO. 4-22-Ag JULY 13, 1976

2087 SUNRISE HILLS NO. 2



APPROVED: Community Planning Commission of Casper, Wyoming, this 27th day of September, 1979
and reported to the City Council of Casper, Wyoming with recommendation that said plat be approved.
Charles Haase Secretary
Robert S. Gault Jr Commission Chairman

APPROVED: City Council of the City of Casper, Wyoming, by Ordinance Number 48-79, duly passed, adopted and approved on the 26th day of August, 1979.
Attest: Carol A. Chelley Mayor
City Clerk

APPROVED: Board of County Commissioners of Natrona County, Wyoming, by Resolution duly passed on the 27th day of August, 1979.
Attest: John P. Bunde Chairman of the Board
County Clerk

My Term of Office Expires January 5, 1981

RECORDED Nov 21 1979 at 10:00 AM
FILED 1979 11 27
BY 11 27
COUNTY CLERK

SCHICKETANZ ADDITION # 1891
RECORDED NOVEMBER 21, 1979
INSTRUMENT NO 278130

PLAT OF
SCHICKETANZ ADDITION
AN ADDITION TO THE CITY OF CASPER
NATRONA COUNTY, WYOMING
A SUBDIVISION OF A PORTION OF THE
NE 1/4 NW 1/4 SECTION 29
T-33-N R-79-W OF THE 6TH P. M.
NATRONA COUNTY,
WYOMING
June 7, 80
OCTOBER 10, 1978

CERTIFICATE OF SURVEYOR

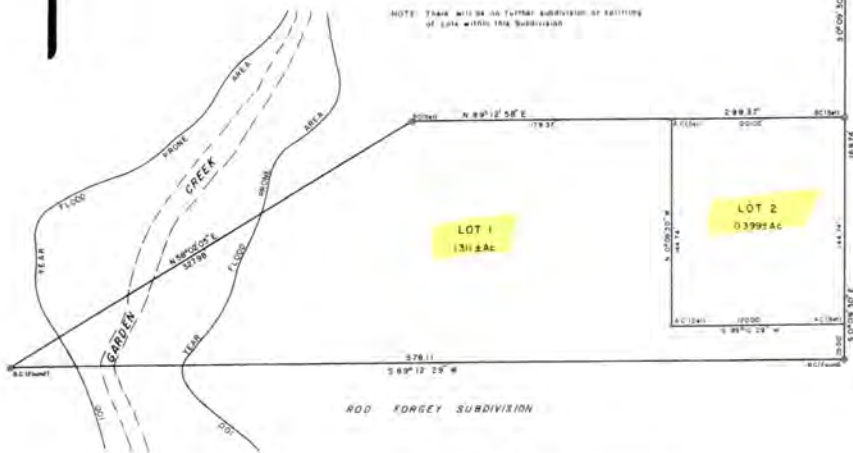
STATE OF WYOMING)
COUNTY OF NATRONA)
I, Donald L. Bell of Casper, Wyoming hereby certify that this plat was made from notes taken during an actual survey made by James Bassett under my supervision on June 9, 1978 and that such plat correctly represents said surveys and the foregoing "SCHICKETANZ ADDITION" as addition to the City of Casper, Wyoming, and that such survey is accurately represented upon this plat to the best of my knowledge and belief. Course: 147000

Donald L. Bell
Don L. S. Reg. No. 508

STATE OF WYOMING)
COUNTY OF NATRONA)
The foregoing instrument was acknowledged before me by, Donald L. Bell this 12th day of October, 1978.
Witness my hand and official seal
By Commission Expires January 4, 1980 James K. Kopp
Notary Public



NOTE: THERE WILL BE A FURTHER SUBDIVISION OF SECTION 29 WITHIN THIS SUBDIVISION



Minimum Surveyed
855 E. Paul E. Cassel, Surveyor, 8020

CERTIFICATE OF DESIGNATION

Janet A. and Gary L. Schicketanz hereby certify that they are the owners and proprietors of the foregoing Addition, located in and being a portion of the Northeast Quarter of the Northwest Quarter of Section 29 Township 33 North Range 79 West of the 6th Principal Meridian Natrona County, Wyoming, and being more particularly described by notes and books as follows:

Beginning at the Northeast corner of said parcel, which point lies South 89° 12' West a distance of 50.00 feet and South 0° 00' 30" East a distance of 345.00 feet from the North Quarter corner of said Section 29; Thence South 0° 00' 30" East along the west boundary (line of Chinook Trail Road which is also the westerly boundary of Lot No. 2 in Rod Forgey Addition, a distance of 150.14 feet to a point); Thence South 89° 12' 25" West along the Northern boundary of Lot No. 1 in Rod Forgey Addition a distance of 378.11 feet to a point; Thence North 89° 12' 25" East a distance of 327.96 feet to a point; Thence North 89° 12' 25" East a distance of 296.37 feet to the point of beginning.

The Parcel herein described contains 1.710 Acres more or less.

The Subdivision of foregoing described lands as appears in this plat is with the free consent and in accordance with the desires of the undersigned owners and proprietors; the name of said Subdivision shall be "SCHICKETANZ ADDITION" as addition to the City of Casper, Natrona County, Wyoming.

Dated at Casper, Wyoming, this 4th day of December, 1978.
Janet A. Schicketanz Gary L. Schicketanz
Janet A. Schicketanz, Wife Gary L. Schicketanz, Husband
8400 Chinook Trail Road, Casper, Wyoming

STATE OF WYOMING)
COUNTY OF NATRONA)
The foregoing instrument was acknowledged before me by Janet A. Schicketanz and Gary L. Schicketanz this 4th day of December, 1978, witness my hand and official seal.
By Commission Expires December 8, 1980 James K. Kopp
Notary Public



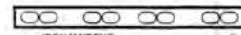
INSPECTED AND APPROVED on this 16th day of May, 1978.
Joe L. Pelt
City Engineer

INSPECTED AND APPROVED on this 16th day of May, 1978.
James K. Kopp
County Surveyor

INSPECTED AND APPROVED on this 14th day of May, 1978.
James K. Kopp
County Health Officer

Filed for Record in the office of the County Clerk of Natrona County, Wyoming, on this 21st day of October, 1979.
John P. Bunde
County Clerk

SCHICKETANZ



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CANADIAN PATENT 10655729-1979

RD 1977

IRON MAIDEN® SYSTEMS HOUSTON, TEXAS, U.S.A.

®
IM36

RED FORGEY ADDITION #1451
224837 BOOK 382 PAGE 564
SECTION 18-237

PLAT OF
ROD FORGEY ADDITION
AN ADDITION TO THE CITY OF CASPER
A SUBDIVISION OF PORTIONS OF
NW 1/4 OF SECTION 29, TOWNSHIP 23 NORTH,
RANGE 79 WEST, OF THE 6th PRINCIPAL MERIDIAN,
NATRONA COUNTY, WYOMING
SCALE 1" = 40'

CERTIFICATE OF DEDICATION
MICROFILM 18-237

RODNEY B. FORGEY and LORNA J. FORGEY hereby certify that they are the owners and proprietors of the foregoing Parcel, located in and being a portion of the NW 1/4 of Section 29, Township 23 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming, and being more particularly described by metes and bounds as follows, to wit:

Commencing from the North one-quarter (N-1/4) corner of said Section 29; thence S 0°05' E - 130.01 feet along the westerly line of said NW 1/4 to a point being the true Point of Beginning;
Thence from the true Point of Beginning which lies on the westerly line of said NW 1/4 and the westerly line of a 49.54 feet wide Road known as Chinook Trail, S 0°05' E - 549.74 feet along the westerly line of Chinook Trail being the westerly line of said NW 1/4 and the westerly line of the Parcel herein being described, thence S 89°11'31" W - 349.37 feet along the southerly corner of said Parcel, thence N 89°12'29" E - 578.11 feet along the northerly line of said Parcel to a point lying on the westerly line of said Chinook Trail and of said Parcel, thence N 0°05' E - 379.91 feet along the westerly line of said Chinook Trail being the westerly line of said Parcel to a point in the southerly right-of-way line of Curtis Street (Casper Outer Drive), thence N 89°10' E - 49.60 feet along said southerly right-of-way line, being the northerly line of said Parcel to the true Point of Beginning, and containing 2.337 acres, more or less.

The Subdivision of the foregoing described lands, as appears on this Plat is with the free consent and in accordance with the desire of the undersigned owners and Proprietors, the name of said Addition shall be Forgey Addition to the City of Casper, Wyoming and all streets, drives and public ways as set forth herein are hereby dedicated to the use of the Public.
Dated at Casper, Wyoming this 26 day of October, 1977

By: Rodney B. Forgey Lorna M. Forgey
Rodney B. Forgey Lorna M. Forgey

ACKNOWLEDGEMENT

STATE OF WYOMING }
COUNTY OF NATRONA } ss

The foregoing instrument was acknowledged before me by Rodney B. Forgey and Lorna M. Forgey this 26 day of October, 1977.
Witness my hand and official seal.

My commission expires Oct 22, 1978 Judith A. Johnson Notary Public

APPROVALS

APPROVED: Committee Planning Commission of Casper, Wyoming, this 17th day of August, 1977 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.
P. Charles Danner Secretary

APPROVED: City Council of the City of Casper, Wyoming, by Ordinance No. 33-77 duly passed, adopted and approved on the 18th day of October, 1977.
Jack S. Hotkin Mayor

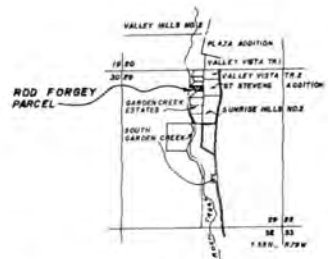
APPROVED: Board of County Commissioners of Natrona County Wyoming, by Resolving duly passed on the 18 day of November, 1977.
John P. Bunker Chairman of the Board

INSPECTED AND APPROVED on the 7 day of November, 1977
Eric P. Cadden City Engineer

INSPECTED AND APPROVED on the 19 day of November, 1977
E. L. Worthington County Assessor

INSPECTED AND APPROVED on the 3 day of NOV., 1977
Judith A. Johnson County Clerk

Filed for Record in the Office of the County Clerk of Natrona County, Wyoming this 6 day of Oct., 1977
Judith A. Johnson County Clerk



LOCATION & VICINITY MAP
SCALE 1" = 2000'

NW 1/4 SEC. 29
T. 23 S., R. 79 W., 6th P.M.

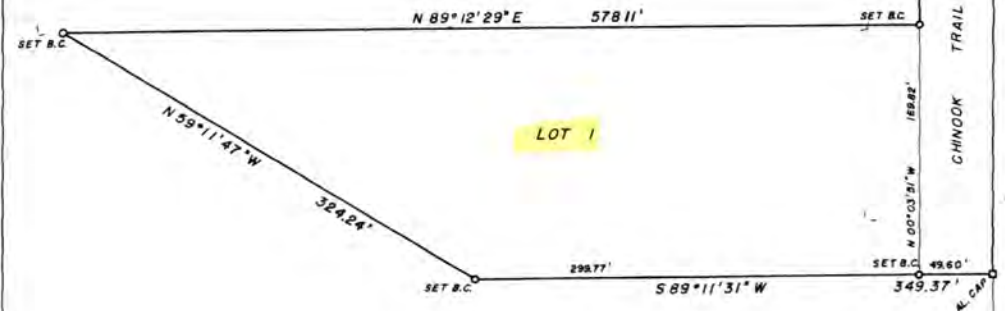
CERTIFICATE OF SURVEYOR

STATE OF WYOMING }
COUNTY OF NATRONA } ss

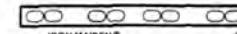
I, Waymond Johnson, of Casper, Wyoming do hereby certify that this Plat was prepared from notes taken during an actual survey made by me on August 3, 1977 and from the Official and Recorded Plat of adjacent Subdivisions as set forth by this Plat. Major perimeter control points have been accurately surveyed and monumented in accordance with the requirements of the City of Casper and proper survey practice. All dimensions are expressed in feet and decimals thereof and all courses referred to the true meridian, said Plat is true and correct to the best of my knowledge and belief.

Wyoming Registration No. 510, Land Surveyor Waymond Johnson
Subscribed in my presence and sworn to before me this 26 day of October, 1977

My commission expires Oct 22, 1978 Judith A. Johnson Notary Public



Survey & Plat By
WORTHINGTON, LENHART, & CARPENTER, INC.
812 South Davis Street, Casper, Wyoming
WO NO 7-25-A7



IRON MAIDEN®

U.S.A. DESIGN PATENT 4139248-1979

CANADIAN PATENT 10655729-1979

RD 1977

IRON MAIDEN® SYSTEMS HOUSTON, TEXAS, U.S.A.



PLAT OF "CHINOOK ADDITION" TO THE CITY OF CASPER, WYOMING

A SUBDIVISION OF A PORTION OF
THE NE1/4NW1/4, SECTION 29
TOWNSHIP 33 NORTH, RANGE 79 WEST
SIXTH PRINCIPAL MERIDIAN
NATRONA COUNTY, WYOMING
SCALE 1"=40'

CERTIFICATE OF DEDICATION

Standard Federal Savings Bank hereby certifies that they are the owner and proprietor of the foregoing subdivision located in and being a portion of the NE1/4NW1/4, Section 29 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 southeasterly corner of the Parcel being described and also the northeasterly corner of Schicketzanz Addition to the City of Casper; thence from said Point of Beginning and along the southerly line of said Parcel and the northerly line of said Schicketzanz Addition, S 89°12'37"W, 299.53 feet to the southeasterly corner of said Parcel and the northeasterly corner of said Schicketzanz Addition, thence along the westerly line of said Parcel, N 41°32'07"W, 223.89 feet to the northwesterly corner of said Parcel, thence along the northerly line of said Parcel, N 89°10'E, 448.08 feet to the northeasterly corner of said Parcel and a point in and intersection with the westerly line of Chinook Trail Road (Lot 2 Rod Forgy Addition) and from which point the N1/4 corner of Section 29 bears, N 0°02'56"W, 170 feet and 4 89°10'E, 50 feet, thence from the northeasterly corner of the Parcel being described and along the westerly line of said Parcel and the westerly line of said Chinook Trail Road (Lot 2 Rod Forgy Addition), S 0°01'19"E, 159.85 feet to the Point of Beginning and containing 1.456 acres, more or less.

The subdivision of the foregoing described lands as appears on this plat is with the free consent and in accordance with the desires of the above named owner and proprietor of said lands; the name of said subdivision shall be "CHINOOK ADDITION" to the City of Casper, Wyoming. All streets as shown hereon were graciously dedicated to the use of the public and easements as shown hereon are hereby reserved for purposes of construction, operation and maintenance of utilities as required for the proper development of said subdivision.

STANDARD FEDERAL SAVINGS BANK
P.O. Box 9481
Gettysburg, Maryland 20886



Attest: John Adams JOHN ADAMS, VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF WYOMING } ss
COUNTY OF NATRONA }

The foregoing instrument was acknowledged before me by John Adams, Vice President, this 10th day of May, 1991.

Witness my hand and notarial seal.
My commission expires March 1, 1992

APPROVALS

APPROVED: Community Planning Commission of Casper, Wyoming this 25th day of June, 1991 and forwarded to the City Council of Casper, Wyoming with recommendation that said Plat be approved.

SECRETARY: Cheryl Deason

APPROVED: City Council of the City of Casper, Wyoming by Ordinance Resolution No. 20-91, duly passed, adopted and approved on the 20th day of August, 1991.

Attest: Colleen Cressley CITY CLERK

APPROVED: Board of County Commissioners of Natrona County, Wyoming by Resolution they passed on the 20 day of August, 1991.

Attest: May Ann Colleen COUNTY CLERK

INSPECTED AND APPROVED on the 24th day of JULY, 1991

INSPECTED AND APPROVED on the 24th day of JULY, 1991

I had her record in the Office of the County Clerk of Natrona County, Wyoming this 29th day of August, 1991.

Attest: May Ann Colleen COUNTY CLERK

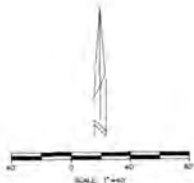
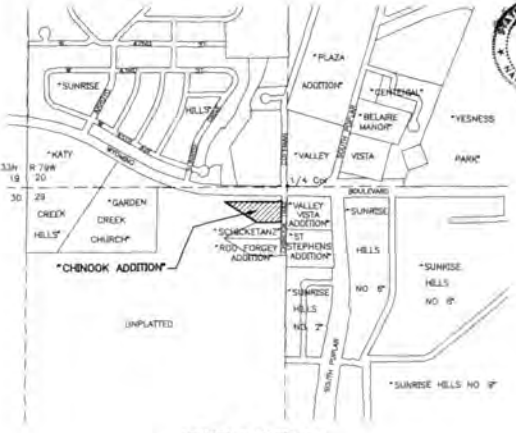
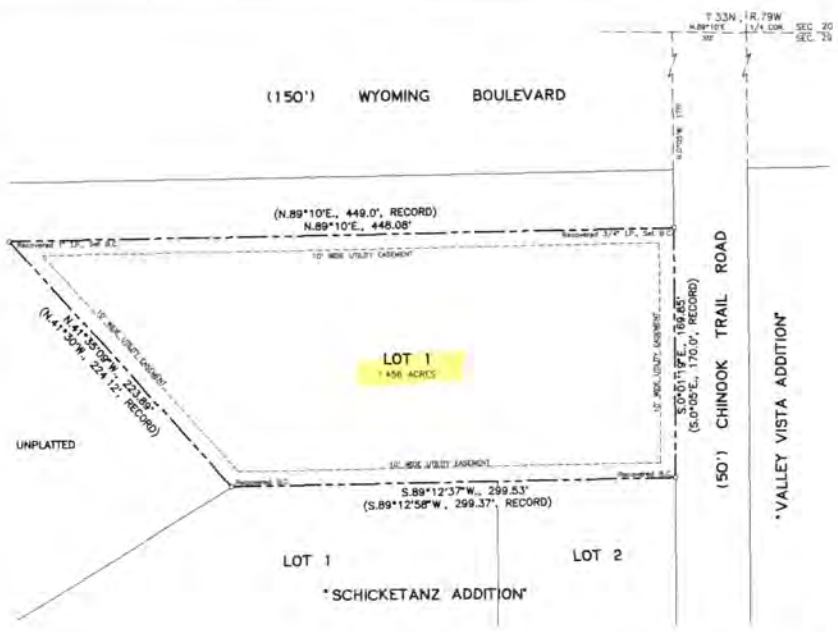
CERTIFICATE OF SURVEYOR

STATE OF WYOMING } ss
COUNTY OF NATRONA }

I, Dan A. Davis of Casper, Wyoming hereby state that this plat was prepared from notes taken during an actual survey made by me during the month of April, 1991 and that this plat correctly represents said survey. All perimeter corners were monumented by Brass Caps as of the date of this plat and 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.

Subscribed in my presence and sworn to before me by Dan A. Davis on this 30th day of MAY, 1991.

My commission expires May 20, 1995



LEGEND:
Brass Cap Corner
Subdivision Boundary
Easement

Plat closure ratio: 1:27,804

Survey & Plat By
WORTHINGTON, LEIHART and CARPENTER, INC.
632 South Oval Street Casper, Wyoming 82601 (307) 268-2524
W.O. No. B1520300 Date: May, 1991
Notary Public

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)
Sandfer, 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 10th day of April, 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 10th day of April, 2023.

APPROVED AS TO FORM:

Eric K. Kelly

ATTEST:

[Signature]

Fleur Tremel
City Clerk



CITY OF CASPER, WYOMING
A Municipal Corporation

[Signature]

Bruce Knell
Mayor

ORDINANCE NO. 11-23

AN ORDINANCE CREATING CITY OF CASPER, WYOMING, LOCAL ASSESSMENT DISTRICT NO. 160 (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 18th day of April, 2023, the City Council (hereinafter called the "Council") of the City of Casper, Wyoming, (hereinafter called the "City") adopted a Resolution No. 23-78 declaring the intention of said Council to establish the City of Casper, Wyoming, Local Assessment District No. 160, 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, June 6, 2023.

NOW, THEREFORE, BE IT RESOLVED 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 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 IMPROVMENTS

<u>STREET</u>	<u>PROPOSED IMPROVEMENT</u>
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:

PROPERTY OWNER	LEGAL DESCRIPTION	ESTIMATED ASSESSMENT BASED ON PER LOT
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	See Exhibit "A"	\$6,650

Phillips, Jackie D et ux 4880 Chinook Trail Rd. Casper, WY 82604	See Exhibit "B"	\$6,650
O'Bannon, Raymond L et ux 4970 Chinook Trail Rd. Casper, WY 82604	Carman Addition Lots 4 and 5, Lot 4	\$6,650
Sensenich, Edward F et ux 4980 Chinook Trail Rd. Casper, WY 82604	Carman Addition Lots 4 and 5, Lot 5	\$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	See Exhibit "C"	\$6,650
		\$56,700

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. 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.

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. 160, the improvement of property therein and the levy of assessments therefor, be, and the same hereby is, ratified, approved, and confirmed.

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.

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 6th day of June, 2023.

PASSED on 2nd reading the 20th day of June, 2023.

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

June 28, 2023

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

FROM: Cindie Langston, Acting Public Services Director *CL*
Scott R. Baxter, P.E., Acting City Engineer
Mark Harris, P.E., Associate Engineer II

SUBJECT: Authorizing an Agreement with JTL Group, Inc. dba Knife River, in the amount of \$1,972,626.50, and a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50 for the Coffman Avenue Repairs Skyridge to W. 25th Street, Project No. 19-030.

Meeting Type & Date:
Regular Council Meeting
July 5, 2023

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an Agreement with JTL Group, Inc. dba Knife River, for construction of the Coffman Avenue Repairs Skyridge to W. 25th Street, Project No. 19-030, for the base bid amount of \$1,972,626.50, with a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$92,680.50, for a total project amount of \$1,946,292.00.

Summary:
On May 16, 2023, the City of Casper received two (2) bids for the Coffman Avenue Repairs Skyridge to W. 25th Street, Project No. 19-030. The bids received are as follows:

Contractor	Location	Base Bid
Knife River Construction	Casper, Wyoming	\$1,972,626.50
Andreen Hunt Construction	Casper, WY	\$2,155,620.00

The project includes concrete curbwalk improvements, the removal and replacement of 810 feet of watermain, 210 feet of sanitary sewer main, 4 sanitary manholes, 104 feet of storm sewer, and asphalt mill & overlay from Skyridge Road to Hanway Avenue. Construction of the improvements is to be substantially completed by June 14, 2024.

Deduct Change Order No. 1 (CO1) is recommended to reduce the total contract amount closer to available funding. Portions of the concrete curbwalk work and asphalt mill & overlay work were

both eliminated for a savings of \$119,015.00. The total amount of CO1 is \$119,015.00.

The original cost estimate for the project was \$1,300,762 as prepared by the City's Engineering Office in September 2022. Due to the rising material costs of asphalt as well as water and sewer utility material costs, the disparity between the original cost estimate and the low bid was \$671,864.

A comparison of the cost estimate and the low bid is summarized below:

Division Work	Estimate Totals	Bid Totals	Overages
Streets	\$1,146,000.00	\$1,247,515.00	\$101,515.00
Water	\$124,002.00	\$515,103.00	\$391,101.00
Sewer	\$30,760.00	\$210,008.50	\$179,248.50
Total	\$1,300,762.00	\$1,972,626.50	\$671,864.50

Due to the rising material costs of asphalt as well as water and sewer utility material costs, the disparity between the original cost estimate and the low bid of \$1,972,626.50 was \$671,864.50.

The \$671,864.50 overages are 12% in labor costs and 88% in materials costs. The costs of water and sewer PVC piping, valves, fittings, asphalt, etc. has exponentially increased in the past four (4) years and labor similarly has increased significantly since 2020.

Financial Considerations:

Funding for this project will be from the following combination:

1. Optional One Percent #16 Funds for Streets in the amount of \$1,183,250.40
2. Optional One Percent #16 Funds for Water in the amount of \$548,354.35
3. Optional One Percent #16 Funds for Sanitary Sewer in the amount of \$214,687.25

Oversight/Project Responsibility:

Mark Harris, P.E., Associate Engineer II

Attachments:

Resolution
Agreement
Exhibit "A" – Bid Form
Exhibit "B" – Bid Schedule
Exhibit "C" – Revised Bid Schedule
Change Order No.1 Form

June 6, 2023

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer *AS*
Mark Harris, P.E., Associate Engineer II

SUBJECT: Authorizing an Agreement with JTL Group, Inc. dba Knife River, in the amount of \$1,972,626.50, and a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50 for the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030.

Meeting Type & Date:
Regular Council Meeting
June 20, 2023

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an Agreement with JTL Group, Inc. dba Knife River, for construction of the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030, for the base bid amount of \$1,972,626.50, with a deduct change order in the amount of \$119,015.00, for a revised contract price of \$1,853,611.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$92,680.50, for a total project amount of \$1,946,292.00.

Summary:
On May 16, 2023, the City of Casper received two (2) bids for the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030. The bids received are as follows:

Contractor	Location	Base Bid
Knife River Construction	Casper, Wyoming	\$1,972,626.50
Andreen Hunt Construction	Casper, WY	\$2,155,620.00

The project includes concrete curbwalk improvements, the removal and replacement of 810 feet of watermain, 210 feet of sanitary sewer main, 4 sanitary manholes, 104 feet of storm sewer, and asphalt mill & overlay from Skyridge Road to Hanway Avenue. Construction of the improvements is to be substantially completed by June 14, 2024.

Deduct Change Order No. 1 is recommended to reduce the total contract amount closer to available funding. Portions of the concrete curbwalk work and asphalt mill & overlay work were

both eliminated for a savings of \$119,015.00. The total amount of Deduct Change order No. 1 is \$119,015.00.

The original cost estimate for the project was \$1,300,762 as prepared by the City's Engineering Office in September 2022. Due to the rising costs of asphalt as well as water and sewer utility material costs, the disparity between the original cost estimate and the low bid was \$671,864.

Financial Considerations:

Funding for this project will be from the following combination:

1. Optional One Percent #16 Funds for Streets in the amount of \$1,183,250.40
2. Optional One Percent #16 Funds for Water in the amount of \$548,354.35
3. Optional One Percent #16 Funds for Sanitary Sewer in the amount of \$214,687.25

Oversight/Project Responsibility:

Mark Harris, P.E., Associate Engineer II

Attachments:

Resolution

Agreement

Exhibit "A" – Bid Form

Exhibit "B" – Bid Schedule

Exhibit "C" – Revised Bid Schedule

Change Order No.1 Form

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and JTL Froup, Inc., dba Knife River, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to to improve the street, utility, and sidewalk along Coffman Avenue between Skyridge and W. 25th Street, including replacement of water main between Hyview Drive and Odell Avenue, a sanitary sewer south of Hanway Avenue, and a storm sewer at Skyridge Road; and,

WHEREAS, JTL Group, Inc. dba Knife River is able and willing to provide those services specified as the Coffman Avenue Repairs Skyridge to W. 25th Street, Project No. 19-030.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by June 14, 2024, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by June 21, 2024. Substantial Completion will be granted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. All work shall occur so that a maximum 3 blocks are closed at one time until said blocks are substantially complete. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

4.1 The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of One Million Eight Hundred Fifty-Three Thousand Six Hundred Eleven and 50/100 Dollars (\$1,972,626.50), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

4.2 Change Order No. 1 is being executed concurrently with this Agreement and results in a deduct of \$119,015 from the Contract Price. The revised Contract Price is \$1,853,611.50.

ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to accountspayable@casperwy.gov AND the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work

completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

- 5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.
- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.

- 7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA-7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 of 4 to BF-4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1 of 2 to BS-2 of 2, inclusive).
- 8.5 Addenda No. (1,2,3,4).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of Fifteen (15) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.

8.14 Contract Drawings, with each sheet bearing the following general title:

Coffman Avenue Repairs Skyridge to W. 25th Street, Project No. 19-030

8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2023.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:

JTL Group, Inc. dba Knife River

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
COFFMANN AVENUE REPAIRS
SKYRIDGE TO W. 25TH STREET
Project No. 19-030

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **June 14, 2024**, and completed and ready for final payment not later than **June 21, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5/3/23</u>
Addendum No. <u>2</u>	Dated <u>5/3/23</u>
<u>3</u>	<u>5/12/23</u>
<u>4</u>	Dated <u>5/15/23</u>
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 1,972,626.50

TOTAL BASE BID, IN WORDS: One Million Nine Hundred Seventy Two Thousand Six Hundred Twenty Six DOLLARS. and Fifty Cents.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Exhibit "B" - Itemized Bid Schedule.
- C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
- D. Certificate of Good Standing with Active Status and Filing Identification (ID) from the Wyoming Secretary of State.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTB Group, Inc. dba
Knife River
PO Box 730
Casper, WY 82602

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on May 16th, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

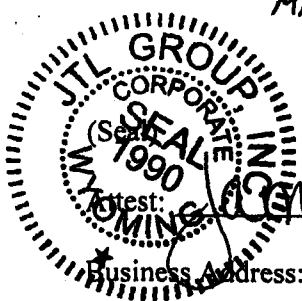
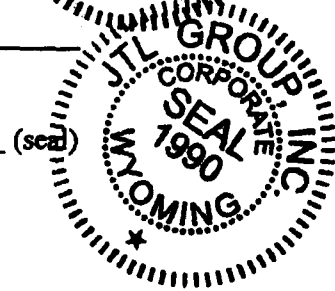
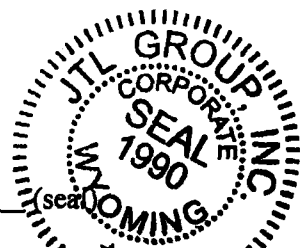
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL Group, Inc. dba Knife River
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Mike Haynes
Mike Haynes VP/GM.
(Title)



Witness: Marie Collins
Business Address: JTL Group, Inc. dba Knife River
PO Box 730
Casper, WY 82602

Phone Number: (307) 237-9346

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.)

EXHIBIT "B"
BID SCHEDULE

COFFMAN AVENUE REPAIRS SKYRIDGE TO W. 25TH STREET
PROJECT NO. 19-030

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard TON = Tons CY = Cubic Yard EA = Each

Bid Schedule – Base Bid

Item Code	Item Description	UofM	Quantity	Unit Price	Extension
1	Mobilization and Bonding	LS	1	\$190,000.00	\$190,000.00
2	Temporary Traffic Control	LS	1	\$100,000.00	\$100,000.00
3	Resident Communication Plan	LS	1	\$20,000.00	\$20,000.00
4	Removal of Obstructions	LS	1	\$6,000.00	\$6,000.00
5	F&I Mill and 2" Hot Plant ACP Overlay	SY	14770	\$28.50	\$420,945.00
6	F&I Select Backfill (((4' width + pipe diameter) * 4'2"5 depth) * length)	CY	1000	\$76.00	\$76,000.00
7	Sub-Excavate and Install Foundation Material	CY	150	\$166.75	\$25,012.50
8	R&R ACP (Patching)	TON	210	\$325.30	\$68,313.00
9	R&R 4" ACP Over 8" Base	SY	680	\$130.00	\$88,400.00
10	F&I PCCP Curbwalk, Alley/Driveway Curbcut Approach/CB Apron	SF	13300	\$16.25	\$216,125.00
11	F&I PCCP With ADA Ramp	SF	3380	\$20.50	\$69,290.00
12	F&I ADA Truncated Dome Mats	EA	15	\$475.00	\$7,125.00
13	R&R Valley Pans	SF	900	\$54.50	\$49,050.00
14	F&I 8" PVC Water Main	LF	810	\$269.00	\$217,890.00
15	F&I 6" PVC Water Main	LF	24	\$165.00	\$3,960.00
16	F&I Flow Fill Encasement	CY	10	\$201.50	\$2,015.00
17	F&I 8" Gate Valves	EA	2	\$2,440.00	\$4,880.00

18	F&I 8" PVC Fittings	EA	8	\$765.00	\$6,120.00
19	F&I 6" PVC Fittings	EA	2	\$560.00	\$1,120.00
20	Connect to Existing 6" Mains	EA	2	\$1,765.00	\$3,530.00
21	3/4" or 1" Water Service Reconnection	EA	20	\$1,770.00	\$35,400.00
22	F&I Fire Hydrant Assembly	EA	2	\$14,565.00	\$29,130.00
23	F&I 8" Sanitary Sewer Point Repairs	EA	3	\$10,862.00	\$32,586.00
24	R&R 8" Sanitary Sewer Main	LF	210	\$315.00	\$66,150.00
25	R&R 48" Diameter Sanitary Sewer Manhole	EA	4	\$11,035.00	\$44,140.00
26	R&R Concrete Valve Box Diamond	EA	23	\$900.00	\$20,700.00
27	Adjust Manole Lid & Install 5' x 5' Concrete Diamond w/New Lid	EA	32	\$2,085.00	\$66,720.00
28	R&R 36" Diameter RCP Storm Sewer	LF	104	\$305.00	\$31,720.00
29	F&I Concrete Flared End Section	EA	1	\$2,485.00	\$2,485.00
30	F&I Rip-Rap, d=50=6 inches (6")	CY	10	\$267.00	\$2,670.00
31	Landscaping Repairs	LS	1	\$29,875.00	\$29,875.00
32	Contractor Asphalt Testing	LS	1	\$15,200.00	\$15,200.00
33	Erosion and Sedimentation Control	LS	1	\$17,490.00	\$17,490.00
34	Fill, Regrade, and Landscaping for 1940 Coffman Avenue	LS	1	\$2,585.00	\$2,585.00
				TOTAL BID	\$1,972,626.50

• **BID IN WORDS:**

This bid submitted by: _____
 (Individual, partnership, corporation, or joint venture name)

EXHIBIT "C"
REVISED BID SCHEDULE

COFFMAN AVENUE REPAIRS SKYRIDGE TO W. 25TH STREET
PROJECT NO. 19-030

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

LS = Lump Sum R&R = Remove and Replace LF = Linear Feet F&I = Furnish and Install
SY = Square Yard TON = Tons CY = Cubic Yard EA = Each

Bid Schedule – Base Bid

Item Code	Item Description	UofM	Quantity	Unit Price	Extension
1	Mobilization and Bonding	LS	1	\$190,000.00	\$190,000.00
2	Temporary Traffic Control	LS	1	\$100,000.00	\$100,000.00
3	Resident Communication Plan	LS	1	\$20,000.00	\$20,000.00
4	Removal of Obstructions	LS	1	\$6,000.00	\$6,000.00
5	F&I Mill and 2" Hot Plant ACP Overlay	SY	12620	\$28.50	\$359,670.00
6	F&I Select Backfill (((4' width + pipe diameter) * 4'2" depth) * length)	CY	1000	\$76.00	\$76,000.00
7	Sub-Excavate and Install Foundation Material	CY	150	\$166.75	\$25,012.50
8	R&R ACP (Patching)	TON	210	\$325.30	\$68,313.00
9	R&R 4" ACP Over 8" Base	SY	680	\$130.00	\$88,400.00
10	F&I PCCP Curbwalk, Alley/Driveway Curbcut Approach/CB Apron	SF	10260	\$16.25	\$166,725.00
11	F&I PCCP With ADA Ramp	SF	3380	\$20.50	\$69,290.00
12	F&I ADA Truncated Dome Mats	EA	15	\$475.00	\$7,125.00
13	R&R Valley Pans	SF	900	\$54.50	\$49,050.00
14	F&I 8" PVC Water Main	LF	810	\$269.00	\$217,890.00
15	F&I 6" PVC Water Main	LF	24	\$165.00	\$3,960.00
16	F&I Flow Fill Encasement	CY	10	\$201.50	\$2,015.00
17	F&I 8" Gate Valves	EA	2	\$2,440.00	\$4,880.00

18	F&I 8" PVC Fittings	EA	8	\$765.00	\$6,120.00
19	F&I 6" PVC Fittings	EA	2	\$560.00	\$1,120.00
20	Connect to Existing 6" Mains	EA	2	\$1,765.00	\$3,530.00
21	3/4" or 1" Water Service Reconnection	EA	20	\$1,770.00	\$35,400.00
22	F&I Fire Hydrant Assembly	EA	2	\$14,565.00	\$29,130.00
23	F&I 8" Sanitary Sewer Point Repairs	EA	3	\$10,862.00	\$32,586.00
24	R&R 8" Sanitary Sewer Main	LF	210	\$315.00	\$66,150.00
25	R&R 48" Diameter Sanitary Sewer Manhole	EA	4	\$11,035.00	\$44,140.00
26	R&R Concrete Valve Box Diamond	EA	23	\$900.00	\$20,700.00
27	Adjust Manole Lid & Install 5' x 5' Concrete Diamond w/New Lid	EA	28	\$2,085.00	\$58,380.00
28	R&R 36" Diameter RCP Storm Sewer	LF	104	\$305.00	\$31,720.00
29	F&I Concrete Flared End Section	EA	1	\$2,485.00	\$2,485.00
30	F&I Rip-Rap, d=50=6 inches (6")	CY	10	\$267.00	\$2,670.00
31	Landscaping Repairs	LS	1	\$29,875.00	\$29,875.00
32	Contractor Asphalt Testing	LS	1	\$15,200.00	\$15,200.00
33	Erosion and Sedimentation Control	LS	1	\$17,490.00	\$17,490.00
34	Fill, Regrade, and Landscaping for 1940 Coffman Avenue	LS	1	\$2,585.00	\$2,585.00
				TOTAL BID	\$1,853,611.50

• **BID IN WORDS:**

This bid submitted by: _____
 (Individual, partnership, corporation, or joint venture name)

CITY OF CASPER
CHANGE ORDER

NO. One (1)

PROJECT: Coffman Avenue Skyridge to W. 25th Street
Project No. 21-072

DATE OF ISSUANCE: June 20, 2023

OWNER: City of Casper, Wyoming

CONTRACTOR: Knife River, Inc.

ENGINEER: City of Casper

You are directed to make the following changes in the Contract Documents:

Description: A revised total quantity for bid item 5, being 12620 (SY). A revised total quantity for bid item 10, being 10260 (SF). A revised total quantity for bid item 27, being 28 (EA).

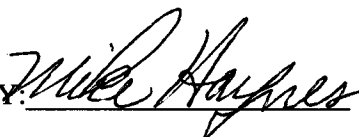
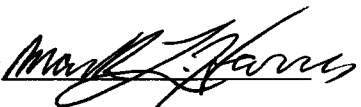
Attachments: Exhibit "C" Revised Bid Schedule

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>1,972,626.50</u>	Original Contract Time: (days or date) <u>Substantial completion: June 14, 2024</u> <u>Final completion: June 21, 2024</u>
Previous Change Orders No. ___ to ___ \$ <u>0.00</u>	Net change from previous Change Orders (days): <u>-- 0 --</u>
Contract Price prior to this Change Order: \$ <u>1,972,626.50</u>	Contract Time Prior to this Change Order: (date) <u>Substantial completion: June 14, 2024</u> <u>Final completion: June 21, 2024</u>
Net Decrease/ Increase of this Change Order: \$ <u>119,015.00</u>	Net Increase/ Decrease of this Change Order: (days) <u>-- 0 --</u>
Contract Price with all approved Change Orders: \$ <u>1,853,611.50</u>	Contract Time with all approved Change Orders:(date) <u>Substantial completion: June 14, 2024</u> <u>Final completion: June 21, 2024</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY:  BY:  BY: _____
Contractor Engineer Owner

RESOLUTION NO. 23-132

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC. DBA KNIFE RIVER, FOR THE COFFMAN AVENUE SKYRIDGE TO W. 25TH STREET, PROJECT NO. 19-030

WHEREAS, the City of Casper desires to remove and replace waterline, sanitary sewer line, manholes, and 2 inches of asphaltic pavement along Coffman Avenue from Skyridge to W. 25th Street; and,

WHEREAS, JTL Group, Inc. dba Knife River, is able and willing to provide those services, specified as the Coffman Avenue Skyridge to W. 25th Street, Project No. 19-030; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than Thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with JTL Group, Inc. dba Knife River, for those services, in the amount of One Million Nine Hundred Seventy-Two Thousand Six Hundred Twenty-Six and 50/100 Dollars (\$1,972,626.50), and Change Order No. 1 for a contract deduction in the amount of One Hundred Nineteen Thousand Fifteen and 00/100 Dollars (\$119,015.00) for a revised contract price of One Million Eight Hundred Fifty-Three Thousand Six Hundred Eleven and 50/100 Dollars (\$1,853,611.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed One Million Eight Hundred Fifty-Three Thousand Six Hundred Eleven and 50/100 Dollars (\$1,853,611.50) and Ninety-Two Thousand Six Hundred Eighty and 50/100 Dollars (\$92,680.50) for a construction contingency account, for a total project amount of One Million Nine Hundred Forty-Six Thousand Two Hundred Ninety-Two and 00/100 Dollars (\$1,946,292.00)

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above-described Agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000), 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:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

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June 20, 2023

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

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

SUBJECT: Resolution Authorizing Amendment #1 to the License Agreement for an existing Wireless Communication Facility located at 1903 North Poplar Street

Meeting Type & Date:

Regular Council Meeting, July 5, 2023

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize Amendment #1 to the License Agreement dated August 7, 2007 between the City and Alltel Communications Inc. (Original Licensee), for an existing Wireless Communication Facility located at 1903 North Poplar Street.

Summary:

The City and Alltel Communications, Inc. (Original Licensee) entered into a License Agreement August 7, 2007 for a Wireless Communications Facility (WCF) located adjacent to a City water tank, at 1903 North Poplar Street. The lease was crafted with multiple five (5) year extensions, with the final extension set to expire on August 31, 2032. The original License Agreement was assigned to NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company Pursuant to Section (4) of the original License Agreement, the City provided the Licensee with a written request to re-negotiate the terms of the lease.

The City Planner has negotiated with the Licensee on the License Amendment for the past eighteen months, give or take, and the Licensee has agreed to several significant updates to the terms. The new License Agreement will triple the minimum revenue the City receives, at \$3,000 per month/\$36,000 per year, and escalating 2.9% yearly. Notably, the City will also share in any additional “rents” the Licensee collects from co-locations on the tower, at a rate of 30% of the revenue collected. The Amendment extends the term of the contract by up to thirty (30) years, and will result in a minimum of \$1,770,000 in revenue, not including any future co-location revenues.

Financial Considerations:

The proposed Amendment to the License Agreement will increase the City’s revenue on an existing wireless communications facility by 300%, and will generate a base rate of \$36,000 per

year, with a 2.9% annual escalation, for up to thirty (30) years. The tower is being designed to accommodate multiple cellular carriers, and the City could also realize additional revenues, beyond the base rate, as co-locations occur in the future.

Oversight/Project Responsibility:

The Finance Division, Planning Division, and the City Attorney's office all share the administration responsibilities with regard to property leases.

Attachments:

Resolution

Vicinity Map

Memorandum of Site Lease (2)

Site Lease (2)

1903 North Poplar Street - Wireless Communication Facility Lease



MEMORANDUM OF FIRST AMENDMENT TO
LICENSE AGREEMENT

WHEN RECORDED RETURN TO:

NCWPCS MPL 33 - Year Sites Tower Holdings LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 33790420600200

**Prior recorded document(s) in Natrona County, Wyoming:
August 17, 2007 at #826114**

This Memorandum of First Amendment to License Agreement is made effective this _____ day of _____, 2023 by and between CITY OF CASPER, WYOMING, a Wyoming municipal corporation, (hereinafter referred to as "Licensor") and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Licensee").

1. Licensor and Alltel Communications, Inc. ("Original Licensee") entered into a License Agreement dated August 7, 2007, which was recorded in the official records of Natrona County, Wyoming ("Official Records") on August 17, 2007 at Instrument No. 826114 (the "Agreement") whereby Original Licensee leased certain real property, together with access and utility easements, located in Natrona County, Wyoming from Licensor (the "Licensed Premises"), all located within certain real property owned by Licensor ("Licensor's Property"). Licensor's Property, of which the Licensed Premises is a part, is more particularly described on Exhibit A attached hereto.

2. NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Licensee under the Agreement as successor in interest to the Original Licensee.

3. The Agreement had an initial term that commenced on September 1, 2007 and expired on August 31, 2012. The Agreement provides for four (4) extensions of five (5) years

each, two (2) of which were exercised by Licensee (each extension is referred to as a “Renewal Term”). According to the Agreement, the final Renewal Term expires August 31, 2032.

4. Licenser and Licensee have entered into a First Amendment to License Agreement (the “First Amendment”), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on August 31, 2053.

5. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Licenser and Licensee.

6. This Memorandum does not contain the social security number of any person.

7. A copy of the First Amendment is on file with Licenser and Licensee.

[Execution Pages Follow]

LICENSEE:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: Melanie Webb

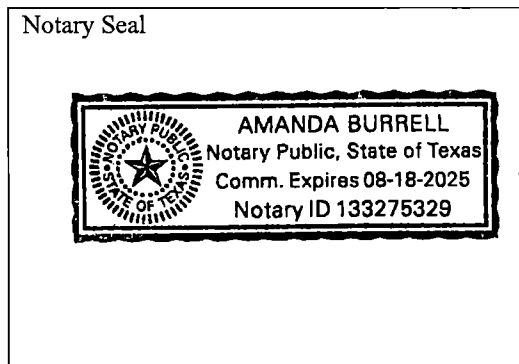
Print Name: Melanie Webb

Title: Manager RE Transactions

STATE OF TEXAS)
COUNTY OF HARRIS)ss.
)

On this 23 day of MAY 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Melanie Webb, the Manager RE Transactions of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to License Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Amanda Burrell
(Signature of Notary)

My Commission Expires: 08/18/2025

EXHIBIT A
(Legal Description of Licensor's Property)

That part of North Platte River Park, City of Casper, located in the SE 1/4 of the NE 1/4 of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, described as follows:

Referring to the E 1/4 corner of said Section 32; thence northerly on a grid bearing of N.0°38'57"W. on the East line of the Northeast Quarter of said Section 32 906.88 feet; thence S.89°21'03"W. 1225.63 feet to the Point of Beginning for the described Lease Area; thence S.69°32'14"W. 75.00 feet; thence N.20°27'46"W. 75.00 feet; thence N.69°32'14"E. 75.00 feet; thence S. 20°27'46"E. 75.00 feet to the true Point of Beginning and containing 5625 square feet, more or less.

And:

An Access/Utility License Route ("A/ULR") as further delineated and set forth on Exhibits A and B (Site Plan and (Utility Plan).

LICENSE AGREEMENT - AMENDMENT #1

1903 N. Poplar Street – Wireless Communication Facility
ZOD Alltel WYCA Event Center

THIS LICENSE AGREEMENT AMENDMENT #1 (this "First Amendment") is made effective this ____ day of _____, 2023, ("Effective Date"), and entered into by and between the City of Casper, Wyoming, a Wyoming municipal corporation with an address at 200 North David Street, Casper, Wyoming 82601 ("Landlord" or "Licensor") as lessor, and NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact CCATT LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, ("Tenant" or "Licensee") as Licensee. Landlord and Tenant are at times collectively referred to as "Parties" or individually as a "Party".

RECITALS

- A. WHEREAS, Landlord and Alltel Communications, Inc. ("Original Licensee") entered into a License Agreement dated August 7, 2007, and recorded in the official records of Natrona County, Wyoming ("Official Records") on August 17, 2007 at Instrument No. 826114 ("Agreement"), for real property described as a part of North Platte River Park, City of Casper, located in the SE ¼ of the NE ¼ of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, comprising 5,625 square feet, more or less.
- B. WHEREAS, NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Licensee under the Agreement as successor in interest to the Original Licensee.
- C. WHEREAS, the Agreement had an initial term that commenced on September 1, 2007 and expired on August 31, 2012. The Agreement provides for four (4) extensions of five (5) years each, two (2) of which were exercised by Licensee. According to the Agreement, the final extension expires on August 31, 2032.
- D. WHEREAS, pursuant to Section (3) of the Agreement, Landlord provided Tenant with a written request to re-negotiate the terms of the Agreement.
- E. WHEREAS, Landlord and Tenant mutually agree to amend the Agreement under the terms and conditions specified herein.
- F. WHEREAS, the Agreement, including its Exhibits, "A" through "F", is attached hereto as Exhibit A-1 (pages 1-17).

INCORPORATION OF RECITALS

The recitals set forth above are hereby incorporated herein at this point as though fully set forth as part of the First Amendment.

AMENDMENTS AND REVISIONS

A. Section 3 - "Term and Termination" is hereby amended as follows:

3. Term. The new initial term of this License Agreement shall be five (5) years commencing on February 1, 2023 (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term"). The word "Term" refers to both the Initial Term and Renewal Term (as defined below).

B. Section 4 – "Rent" is hereby amended as follows:

4. Rent. Effective as of January 1, 2023 (the "Increase Date") the monthly rent shall increase to Three Thousand and 00/100 Dollars (\$3,000.00) per month (the "Rent"). Within sixty (60) days of the Effective Date, Tenant will pay to Lessor the difference between (i) the monthly Rent paid by Tenant prior to the Effective Date for the period commencing with the Increase Date through the Effective Date, and (ii) the monthly Rent for the same period after applying the increase set forth herein. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Agreement.

Commencing on January 1, 2024 and every year thereafter (each an "Adjustment Date"), the monthly Rent shall increase by an amount equal to 2.9% of the monthly Rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement, including Sections 3 and 4. For reference, a Rent Calculation Table is attached as Exhibit B-1.

All payments made shall reference the site number, site name and location code specified in the footer on page 1 of this First Amendment. If the Agreement is terminated at a time other than on the last day before the anniversary date, then except as provided below Rent shall be prorated as of the date of termination for any reason (other than a default by Tenant) and all prepaid Rent shall be refunded to Tenant within sixty (60) days of termination.

C. Additional Rent. In addition to the Rent currently paid by Licensee to Licensor pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Licensed Premises, if Licensee subleases, licenses or grants a similar right of use or occupancy in the Licensed Premises to an unaffiliated third party (each a "Subtenant"), Licensee agrees to pay to Licensor thirty percent (30%) of the rental, license or similar payments actually received by Licensee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Licensee. Licensee shall have no obligation for payment to Licensor of such share of rental, license or similar payments if not actually received by Licensee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under the Agreement. Licensee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Licensed Premises. There shall be no express or implied obligation for Licensee to sublease, license or otherwise allow occupancy of the Licensed Premises. Notwithstanding anything to the contrary, the term Subtenant as defined herein shall not include AT&T or an affiliates or subsidiaries.

D. Sections (5) through (16) of the Agreement are stricken and replaced as follows:

5. Permitted Use. The Licensed Premises may be used by Tenant for the transmission and reception of communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as tower and base, antennas, microwave dishes, equipment shelters and/or cabinets) but only for the provision of what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) by the use of "personal wireless service facilities" (as such phrase is defined in §704 of the Federal Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996), partially codified at 47 U.S.C. § 332(c)(7)(C)(2), hereinafter "1996 Act Section 704") and not for any other purpose. Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including, but not limited to, laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use of (and operations, maintenance, construction and/or installations at) the Licensed Premises.

6. Renewal. Tenant shall have the right to extend this License Agreement for five (5) additional, five-year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, with Rent payable in accordance with Section B, above. This Agreement shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this License Agreement, at least sixty (60) days before the expiration of the Initial Term or any Renewal Term. Any holding over by Tenant after the expiration of the Initial Term and any Renewal Term, with the consent of the Landlord, shall be construed to be a tenancy from month to month on the terms and on the conditions set forth herein, except that the Rent shall be at a monthly rental equal to a fifteen percent (15%) increase of the rental rate for the previous term, prorated and paid monthly in advance. However, holding over shall not affect Landlord's right to terminate this Agreement as otherwise provided herein.

7. Interference, Testing and Reservation.

(a) Tenant shall not use the Licensed Premises in any way which interferes with the use of any portion of the Property by Landlord, or by any lessees or licensees of Landlord with rights in any portion of the Property before Tenant's recording of the Agreement for the Licensed Premises. In the event any after-installed Tenant equipment causes such interference, and after Landlord has notified Tenant in writing of such interference, Tenant will take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at Tenant's option, powering down such equipment and later powering up such equipment for intermittent testing. Landlord shall not be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. If Tenant cannot remedy the interference issue within 90 days' notice, Landlord shall have the right to terminate this Agreement or require the Tenant to relocate the equipment at Tenant's sole cost and expense. Landlord agrees that Landlord and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference, which is measurable in accordance with then-existing industry standards, to the then-existing equipment of Tenant. The

Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

(b) Both Landlord and Tenant shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Tenant's use of the Antenna Facilities (as defined below) will interfere with Landlord's or Landlord's lessee's or licensee's current use of the Licensed Premises or Property. In the event that such a study indicates that Tenant's use will potentially interfere with Landlord's or its lessee's or licensee's current use of the Licensed Premises or Property, Tenant shall have ninety (90) days to remedy the interference to Landlord's commercially reasonable satisfaction. If the problem is not so remedied in ninety (90) days, then Landlord may require Tenant, at Tenant's full expense, to relocate Tenant's Antenna Facilities so as to remove or minimize the interference, to the extent Landlord reasonably deems necessary. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant and Landlord, during relocation of the Licensed Premises.

(c) Landlord may, at its expense, perform tests as necessary to determine compliance of the Antenna Facilities and equipment located on the Licensed Premises with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

(d) If requested by Landlord in writing, Tenant shall conduct a test for compliance with Federal radio frequency exposure limit rules upon any significant change in the equipment on the Licensed Premises, such as sublicense Agreements to third parties for them to install communications equipment on the Licensed Premises. All such testing shall be performed by a qualified radio engineer, and a copy of the test results shall be provided to all Parties. If such tests show noncompliance with applicable radio frequency exposure limit rules then in effect, then Tenant and Landlord shall follow the process set forth in Section 7(a) until subsequent tests again show compliance with such rules.

(e) Landlord does not grant, and reserves for itself, its lessees, successors and assigns, (i) all mineral rights, seismic rights and rights to oil, gas, other hydrocarbons or minerals on, as to, under or about any portion of the Licensed Premises; (ii) rights to generate electricity from the wind or wind power on, as to or about any portion of the Licensed Premises; and (iii) the right to grant to others the rights hereby reserved, so long as the exercise of such rights do not materially interfere with Tenant's operations on the Licensed Premises.

8. Tenant Improvements; Utilities; Access.

(a) Tenant Improvements. Tenant shall have the right, at its expense, to erect and maintain on the Licensed Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities" or "Tower"

where reference is made to the communications tower specifically) as set forth on and in accordance and compliance with Exhibit A-1. Exhibit A-1 shall contain a survey and legal description of the Licensed Premises (including easements); a site plan which includes all buildings, structures, Tower, any guy wires, ice bridge, equipment cabinets, utility boxes, fences, any generators or provision for temporary generators, any fuel tanks or provision for temporary fuel tanks, any backup battery cabinets, parking and fences; elevation drawings for the Tower, ice bridge and equipment cabinets; fence detail; and specifications for all exterior colors, paint, other finishes and landscaping.

(b) Plans and Specifications. Before commencing any future construction, Tenant shall submit plans and specifications for all improvements to Landlord for Landlord's written approval, which shall not be unreasonably withheld, conditioned, or delayed. Construction plans shall be reviewed, and if found to be compliant with the International Building Code, Casper Municipal Code, all other applicable health and safety codes, and sound engineering practices, shall be approved by the City Manager or his designee. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the Landlord and all necessary permits have been properly issued.

(c) Antennas. Tenant shall have the right to alter, replace, enhance or upgrade the Antenna Facilities at any time during the Term of this Agreement to the extent that such changes do not differ from the configuration originally approved under Exhibit A-1 and also comply with the City's Wireless Communication Facility Regulations set forth in Chapter 17.12 of the Casper Municipal Code, as may be amended in compliance with Federal law. Any changes from Exhibit A-1 shall require Landlord's written approval, and shall not be unreasonably withheld, conditioned, or delayed.

(d) No Liens. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. If any lien is filed against the Licensed Premises or Property as a result of acts or omissions of Tenant or Tenant's employees, agents or contractors, Tenant shall discharge the lien or bond the lien off in a manner reasonably satisfactory to Landlord within thirty (30) days after Tenant receives written notice that the lien has been filed.

(e) Non-interference. Landlord acknowledges that except for Tenant's non-compliance with this Agreement it shall not interfere with Tenant's construction within the Licensed Premises or Easements (as such term is defined below), including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and Easements.

(f) Fencing. Tenant, at its expense, shall use any and all appropriate means of restricting access to the Antenna Facilities, including the construction of a permanent fence as set forth on Exhibit A-1, and if necessary, a temporary fence during construction.

(g) Upkeep, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear and casualty excepted. Within one hundred twenty (120) days following the termination or expiration

of this Agreement (the "Removal Period"), Tenant, at its expense, shall restore and return the Licensed Premises to Landlord in the same condition as they were before this Agreement, normal wear and tear and casualty excepted. Tenant shall remove all footings, foundations and concrete. Any personal property, equipment or other improvements that are not removed before the expiration of the Removal Period shall become the property of Landlord, at Landlord's option. Notwithstanding any other provision of this Agreement, Tenant's obligation to pay Rent hereunder shall continue until Tenant has complied with this subsection (g).

(h) Utilities. Tenant shall have the right to install utility lines serving the Licensed Premises, at Tenant's expense, and to improve the present utilities on the Property, all at Tenant's expense. Tenant shall use commercially reasonable efforts to install utilities on existing easements. If installation on existing easements is not possible, Landlord agrees to cooperate with Tenant in executing additional easements or agreements, as required by the applicable utility company, which are necessary to protect Tenant's rights under this Agreement or Tenant's Use of the Licensed Premises; provided, however, all costs and expenses for the same shall be paid for solely by the Tenant. Additionally, Tenant shall install separate meters for utilities on the Property used by Tenant. Tenant shall pay when due all charges for utilities serving the Licensed Premises during the Term of the Agreement.

(i) Easements. As partial consideration for Rent paid under this Agreement, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1 to the Licensed Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to access and service the Licensed Premises and the Antenna Facilities at all times during the Initial Term of this Agreement and any Renewal Term (collectively, the "Easements"). The Easements and their legal description are shown on Exhibit A-1 attached hereto. The Easements are non-exclusive, and Landlord retains for itself, its lessees, successors and assigns, the right fully to use and enjoy said Easements and any roads or roadways located thereon. The Easements shall have the same Term as this Agreement.

(j) Access. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Licensed Premises ("Access") at all times during the Initial Term of this Agreement and any Renewal Term. However, Landlord is not obligated to plow snow or to provide repairs or other maintenance to the access of the Licensed Premises to any greater degree than the Landlord maintains access for itself. In addition, it shall be the responsibility of the Tenant to procure any additional access rights that are required from surrounding property owners (if any).

(k) Contractor Information. Before Tenant commences construction on the Property, Tenant shall provide Landlord with the name of the contractor that will be constructing the improvements.

(l) Surety. Tenant shall, before commencing any construction on the Premises, post a performance bond in form and with a surety company acceptable to Landlord, assuring that the improvements will be constructed without the attachment of any construction liens, which bond shall expire after the completion of the lien filing period. Tenant shall, following completion of construction, post a removal bond (or, at Tenant's option, a letter of credit) from a surety or bank

reasonably acceptable to Landlord, and in an amount deemed necessary to assure that the funds will be available at the termination of the License Agreement for removal of the Antenna Facilities.

(m) Signs and Graffiti. Tenant may not place or allow the placement of any signs or graffiti on the Licensed Premises, except for those required for emergency notification and identification, or as required by law or rule. Within thirty (30) days' of receipt of written notice from Landlord, Tenant shall abate or remove graffiti located within or on the Licensed Premises.

(n) Working Condition and Nuisance. Tenant shall, at its own expense, maintain the Licensed Premises and all improvements, equipment and other personal property on the Licensed Premises in good working order, condition and repair. Tenant shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or source of undue vibration, heat, noise or interference.

(o) Relocation. Notwithstanding any provision in this Agreement to the contrary, Landlord shall have the right, at any time (and from time to time) during the Term of this Agreement, to relocate the Tower and Antenna Facilities, or any portion of them, at Tenant's expense, to another location suitable for Tenant's use. Such relocation shall (i) be performed exclusively by Tenant or its agents, (ii) not result in any interruption of the communications service provided by Tenant on the Licensed Premises, including but not limited to Tenant's right to maintain the rights to the existing communication facility until such time that all subtenants are successfully moved to the relocation site, (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Licensed Premises. Upon relocation of the Licensed Premises, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain Tenant's communication facility from the relocation site. If relocation is on Landlord's property, notice shall be given at least twelve (12) months in advance, and if the relocation is not on Landlord's property, notice shall be given at least twenty-four (24) months in advance. Notwithstanding the foregoing, Tenant will have an option to extend the relocation period for two (90 day) extensions if there are delays which are out of the control of the Tenant. Tenant shall fully cooperate in such relocation. Landlord shall permit Tenant to place a temporary Antenna Facility (Cell on Wheels or similar installation) on Landlord's Property or at some other location acceptable to Tenant, at Tenant's expense until such relocation is complete. There shall be a fifty percent (50%) reduction in the then-current Rent until the relocation of the Tower and Antenna Facilities is complete. Any additional relocation of Tenant's Tower and Antenna Facilities (beyond the first relocation) shall be solely at Landlord's expense. Upon relocation of Tenant's communications facility to the relocation site, all references to the Licensed Premises in this Agreement will be deemed to be references to the relocation site. Landlord and Tenant hereby agree that in no event will the relocation of the Licensed Premises affect, alter, modify, or otherwise change any of the terms and conditions and of the Agreement as may be amended, unless changes are agreed to in writing by both parties.

(p) Generators. Tenant shall be allowed to place a permanent generator on the Licensed Premises upon submittal, and approval of an Eligible Facility Request (qualified under Section 6409(a)). Tenant shall be allowed to place a battery powered backup power supply on the Licensed Premises.

9. Collocation by Other Providers.

(a) Tenant shall design and construct the Tower to accommodate, with adequate separation between them, the transmitting and receiving antennas for what is commonly known as cellular telephone service (whether or not technically referred to as Personal Communications Service, or some other term) of at least two other telecommunications providers licensed to provide such service to the public.

(b) Tenant may sublease space on the tower, for only the uses permitted under Section 5, to other providers of licensed and unlicensed telecommunication services ("other providers"). Tenant will have the right to modify, alter, add, replace, remove, and maintain wireless communications facilities located within the Licensed Premises with the consent or approval of Landlord, which consent or approval shall not be unreasonably withheld, conditioned, or delayed.

(c) Reserved.

(d) Reserved.

(e) This Agreement does not restrict or prevent Landlord from leasing other portions of the Property to Other Providers, such as for their towers, antennas or communications facilities.

10. Termination. Except as otherwise provided herein, this Agreement may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)), if Tenant fails to cure a default for payment of amounts due under this Agreement within that thirty (30) day period;

(b) immediately by Tenant if, within the first 60 days following the Commencement Date, Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests before Tenant's installation of the Antenna Facilities on the Licensed Premises;

(c) at the time title, or the right to control or to occupy the Licensed Premises transfers to a condemning authority, pursuant to a taking of all or a portion of the Licensed Premises sufficient to render the Licensed Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Licensed Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation;

(d) upon thirty (30) days' written notice by Landlord to Tenant (and, if applicable, pursuant to Section 15(b)) if this Agreement and/or Tenant's operations thereunder impair or prevent financing (such as the issuance of bonds or revenue bonds, including bonds whose income is generally exempt from Federal income tax under the U.S. Internal Revenue Code) by Landlord or any municipal utility of which the Property is a part;

(e) upon thirty (30) days written notice by Tenant in the event that, through no fault of Tenant: (i) any applications for certificates, permits and other approvals (“Governmental Approvals”) should be finally rejected; (ii) any Governmental Approvals issued to Tenant are canceled, expire, lapse or are otherwise withdrawn or terminated; or (iii) Tenant reasonably determines that such Governmental Approvals may not be obtained in a timely manner.

11. Default and Right to Cure.

(a) Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each Party shall have the right, but not the obligation, to terminate this Agreement on written notice pursuant to Section 14 hereof (and, if applicable, pursuant to Section 15(b)), to take effect immediately, if the other Party (i) fails to perform any material covenant for a period of thirty (30) days after receipt of written notice thereof to cure or (ii) commits a material breach of this Agreement and fails to diligently pursue such cure to its completion after sixty (60) days’ written notice to the defaulting Party.

(b) Tenant shall be in default if it (i) fails to make any payment of Rent or other sums to Landlord when due, and does not cure such default within thirty (30) days after receipt of written notice from Landlord of such failure; (ii) abandons or vacates the Licensed Premises for a period of two (2) years or more; (iii) is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or (iv) if Tenant becomes insolvent.

(c) In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to Terminate the Agreement.

12. Taxes.

Tenant shall pay any personal property tax, real property tax, franchise fee, franchise tax, business fee, business tax or any other tax or fee which is directly or indirectly attributable to the Agreement, Tenant’s presence or installation of the Tenant’s Antenna Facilities or those of an Other Provider, or Tenant’s (or an Other Provider’s) presence or operations on the Licensed Premises. Landlord hereby grants to Tenant the right (with written notice to Landlord complying with Section 14 below) to challenge, whether in a court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property tax, real property tax or other fee or assessment that may affect Tenant.

13. Insurance, Subrogation and Indemnification.

(a) Before the commencement of any presence or activity by the Tenant on the Licensed Premises, and throughout the Agreement term and any subsequent renewals thereof, Tenant shall provide commercial general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage and Five Million Dollars (\$5,000,000) general aggregate; pollution liability with a limit of One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate “All Risk” property insurance for its property replacements costs; and Workers’ Compensation Insurance in

compliance with the statutory requirements of the state of operation and employer's liability with a limit of One Million and (\$1,000,000) each accident/disease/policy limit; and Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Tenant and its employees in the amount of Two Million Dollars (\$2,000,000) combined single limit each accident for bodily injury and property damage. Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, and volunteers shall be included as an additional insured as their interest may appear under this Agreement on the commercial general liability, pollution liability insurance and automobile liability policies, and shall be provided with a Certificate of Insurance and blanket or specific additional insured endorsements evidencing such coverage as requested by Landlord at the Effective Date of this License Agreement and subsequently. Upon receipt of notice from its insurer(s), Tenant will provide Landlord with thirty (30) days' prior written notice of such policy, except for non-payment of premium. The limits of insurance may be satisfied by any combination of underlying and umbrella or excess liability policies of insurance.

(b) Tenant shall provide at the start of and during the period of any construction, builder's all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Tower. Upon completion of the installation of the Tower, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Licensed Premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(c) Tenant shall require that each and every one of its contractors and their subcontractors insurance commensurate with their scope of work.

(d) The commercial general liability and pollution liability insurance and automobile liability policies required under this Agreement shall include Landlord and any subsidiary entities of Landlord, now existing or hereafter created, and their respective officers, elected officials, Council, boards, commissions, trustees, employees, and volunteers as an additional insured as their interest may appear under this Agreement (herein referred to as the "Additional Insureds"). Each policy which adds Additional Insureds hereunder, shall contain cross-liability wording.

(e) Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this Section shall be filed and maintained with Landlord annually during the Term of the Agreement. Tenant shall advise Landlord as soon as reasonably possible of any claim or litigation that may result in liability to Landlord.

(f) All insurance shall be effected under valid and enforceable policies, insured by insurers licensed, authorized or permitted to do business by the State of Wyoming or (if allowed by the laws of the State of Wyoming) surplus line carriers on the State of Wyoming Insurance Commissioner's approved list of companies qualified to do business in the State of Wyoming. All insurance carriers and surplus line carriers shall be rated A-: VII or better by A.M. Best Company.

(g) Once during each calendar year during the Term of this Agreement, Landlord may review the insurance coverages to be carried by Tenant. If Landlord determines that higher limits of coverage are reasonably necessary to protect the interests of Landlord or the Additional

Insureds, upon prior written notice to, review and acceptance by Tenant, Tenant shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

(h) Tenant agrees to indemnify and hold harmless the Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, volunteers and agents from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (i) the negligent or grossly negligent acts or omissions by the Tenant or the employees, agents, contractors, licensees, tenants and/or subtenants of the Tenant; (ii) a breach of any obligation of the Tenant under this License Agreement; (iii) any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Landlord by reason of any act or omission of the Tenant, its personnel, employees, agents, trustees, contractors or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the Tenant's failure to comply with any federal, state or local statute, ordinance or regulation. Tenant shall not be required to indemnify and hold harmless the Landlord, its officers, elected officials, Council, boards, commissions, trustees, employees, volunteers and agents from and against claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions by the Landlord or the employees, agents, contractors, licensees, tenants and/or subtenants of the Landlord. Landlord shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's construction, maintenance, repair, use, operation, condition or dismantling of the Antenna Facilities, Tower or Premises, and Tenant hereby agrees to indemnify and hold harmless the Landlord against and from any claim asserted or liability imposed upon the Landlord for such injury or damage, except to the extent caused by or arising out of the negligent acts or omissions by the Landlord or the employees, agents, contractors, licensees, tenants and/or subtenants of the Landlord.

(i) Tenant undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees (collectively "Tenant" for the purpose of this subsection), all risk of dangerous conditions, if any, on or about the Property, except for dangerous conditions that are caused by the Landlord's negligence or willful misconduct.

(j) Notwithstanding the foregoing, indemnification under this Section shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified Party or anyone claiming through the indemnified Party. Notwithstanding anything to the contrary in this Agreement, the Parties hereby confirm that the provisions of this Section 11(h) through (k) shall survive the expiration or termination of this Agreement.

(k) In the event any action or proceeding shall be brought against the Landlord by reason of any matter for which the Landlord is indemnified under this Agreement, the Tenant

shall, upon notice from the Landlord, at the Tenant's sole cost and expense, resist and defend the same with legal counsel reasonably acceptable to landlord; provided, however, that the Tenant shall not admit liability in any such matter on behalf of the Landlord without the written consent of the Landlord which consent shall not be unreasonably withheld, and provided further that the Landlord shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Tenant.

14. Notices.

(a) All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may, from time to time, designate any other address for this purpose by providing written notice to the other Party.

Reference: BU 858235
ZOD Alltel WYCA Event Center

If to Tenant, to:

NCWPCS MPL 33 – Year Sites Tower
Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

If to Landlord, to:

City of Casper
Attn: Community Development Dept.
200 N David St.
Casper, WY 82601

With a copy to:
City of Casper
Attn: City Attorney's Office
200 N David St.
Casper, WY 82601

(b) Notice for all operational and emergency contacts shall initially be as follows. Landlord and Tenant shall each notify the other as the following change from time to time:

If to Tenant, for general operational matters:

Tenant Emergency Services contact:

NCWPCS MPL 33 – Year Sites Tower
Holdings LLC
By and through its attorney-in-fact CCATT
LLC
2000 Corporate Drive
Canonsburg, PA 15317

Network operations center – (800) -788-7011
CROWN CASTLE 2000 Corporate Drive
Canonsburg, PA 15317

If to Landlord, for general operational matters:

Landlord Emergency Services contact:

City of Casper
Attn: Community Development Dept.
200 N David St.
Casper WY 82601
(307) 235-8241

Casper Streets Division
307-251-3146

15. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that: (i) Landlord has full right, power and authority to execute this Agreement; (ii) it has title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant, of record, or which will not interfere with Tenant’s rights to or use of the Licensed Premises; and (iii) it has the right to Agreement the Licensed Premises; and (iv) execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, Agreement, or other agreement binding on Landlord. Landlord covenants that at all times during the Term of this Agreement, Tenant’s quiet enjoyment of the Licensed Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

16. Environmental Laws. Tenant, its officers, agents, affiliates, contractors and subcontractors and employees, shall not introduce or use any Hazardous Substance on the Property, Licensed Premises or Easements in violation of any applicable law. “Hazardous substance” means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term pursuant to any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will or may reasonably be anticipated to cause sickness, death or disease. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney fees that the Landlord may suffer or incur due to the release of any Hazardous Substance into the environment, to the extent resulting from Tenant’s activities, or those of its officers, agents, affiliates, contractors and subcontractors and employees. The indemnification in this section specifically includes, without limitation, costs incurred in

connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Tenant shall not be responsible for any Hazardous Substance that existed at the Property, Licensed Premises or Easements on the effective date of this Agreement or that otherwise does not result from the activities of Tenant. Neither Tenant nor Landlord has any knowledge of pre-existing environmental contaminants at the Licensed Premises. This Section shall survive the termination or expiration of this Agreement.

17. Assignment and Subleasing.

(a) Tenant shall have the right to assign or otherwise transfer this Agreement to any person or business entity which (i) holds a currently valid FCC license to provide to the public from the Licensed Premises what are commonly known as cellular telephone services (ii) is a parent or subsidiary of Tenant, is merged or consolidated with Tenant or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the “Metropolitan Trading Area” or “Basic Trading Area” (as those terms are defined by the FCC) in which the Property is located, and (iii) which has a credit rating from one of the three largest national credit rating agencies greater than or equal to that of Tenant at the time of the assignment. Upon notice to Landlord of such assignment, and except for Tenant’s obligations under Section 14 of this Agreement (“Environmental Laws”) which shall remain in full force and effect after assignment or subleasing, Tenant shall be relieved of all liabilities and obligations hereunder, and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder; provided assignee accepts this Agreement in full, without amendments or changes thereto, steps into the shoes of Tenant, including being responsible and liable for events or defaults which occurred before the assignment, and cures any outstanding defaults.

(b) Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Agreement and the Antenna Facilities, and may assign this Agreement and the Antenna Facilities to any bona fide mortgagees or holders of security interests, including their successors or assigns (collectively “Mortgagees”), provided such Mortgagees agree to be bound by the terms and provisions of this Agreement.

(c) Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, *et seq.*, shall be deemed without further act to have assumed all of the obligations of Tenant arising under this Agreement, both before and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Landlord, shall be the exclusive property of Landlord, and shall not constitute property of the Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Landlord’s property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid to Landlord.

(d) Landlord may assign or transfer this Agreement, and, upon written notice to Tenant of such assignment, shall be relieved of all liabilities and obligations hereunder, provided that such assignee accepts this Agreement in full, without amendments or changes thereto, agrees in writing to fulfill the duties and obligations of the Landlord in said Agreement, steps into the shoes of

Landlord, including being responsible and liable for events or defaults which occurred before the assignment, and cures any outstanding defaults of the Landlord.

18. Successors and Assigns. This Agreement and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

19. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Agreement, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent. Should Tenant fail to remove its Antenna Facilities as required by this Agreement, then the waiver of lien rights is void.

20. Dispute Resolution.

(a) Except as otherwise provided in this Agreement, any controversy between the Parties arising out of this Agreement or breach thereof, is subject to the mediation process described below.

(b) A meeting will be held promptly between the Parties to attempt in good faith to negotiate a resolution of the dispute. Individuals with decision making authority (or, in the case of a Landlord which is a public body, the authority to recommend decisions to Landlord's Board or legislative body) will attend the meeting regarding the dispute. If within twenty (20) days after such meeting the Parties have not succeeded in resolving the dispute (subject to approval by Landlord's Board or legislative body), they will, within twenty (20) days thereafter submit the dispute to a mutually acceptable third party mediator who is acquainted with dispute resolution methods. Landlord and Tenant will participate in good faith in the mediation and in the mediation process. The mediation shall be nonbinding. Neither Party is entitled to seek or recover punitive damages in considering or fixing any award under these proceedings.

(c) The costs of mediation, including any mediator's fees, and costs for the use of the facilities during the meetings, shall be born equally by the Parties. Each Party's costs and expenses will be borne by the Party incurring them.

21. Treatment in Bankruptcy. The Parties to this Agreement hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the Term of this Agreement Tenant shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a "Proceeding") under the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* (the "Code"), this Agreement is and shall be treated as an "unexpired Agreement of nonresidential real property" for purposes of Section 365 of the Code, 11 U.S.C. § 365, and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365.

22. Force Majeure. If a Party is delayed or hindered in, or prevented from the

performance required under this Agreement (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrections, war, acts of God or other reasons of like nature, not the fault of the Party delayed in performing work or doing acts, and where reasonable measures by such Party could not have avoided or mitigated the effects of such acts, then such Party is excused from such performance for the period of delay. The period for the performance of any such act shall then be extended for the period of such delay. In the event that Tenant invokes this provision because damage to the Licensed Premises has hindered, delayed, or prevented Tenant from using the Licensed Premises, Tenant may immediately erect any temporary facilities on the Licensed Premises necessary to resume service, provided that such temporary facilities do not unreasonably interfere with Landlord's use of the Property or ability to repair or restore the Licensed Premises. If, in Landlord's sole and absolute discretion, it elects to repair or restore the Licensed Premises, upon completion of such repair or restoration, Tenant is obligated to repair or rebuild the Tower and Antenna Facilities in accordance with the terms of this document.

23. Non-Waiver. Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Tenant to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Registration and Certification.

To enable the Landlord to keep accurate, up-to-date records of the placement of the Tenant's equipment once the antenna and associated equipment has been erected and constructed, and upon request from Landlord no more than once a year, the Tenant shall submit documentation to the Landlord's Building Department providing:

(a) Certification in writing that the antenna support structure is structurally sound and conforms to the requirements of the Landlord's Building Code and all other construction standards set forth by the Landlord's Code, federal and state law by filing a sworn and certified statement by an engineer to that effect. The Tenant may be required by the Landlord to submit more frequent certifications should there be reason to believe that the structural and/or electrical integrity of the antennas and associated equipment is jeopardized. The Certification must be based upon on-site physical inspection.

(b) An initial payment of a registration fee of One Hundred Dollars (\$100), which shall be in addition to any other fees paid by Tenant, and shall be submitted to the Administrative Services Department at the time of submission of the documentation as required in subsection (a) above.

(c) The Parties acknowledge that an annual registration payment to the Administrative Services Department is required pursuant to Casper Municipal Code 17.12.124 Q(4) and that such payment is to be in addition to any other fees paid by the Tenant. In order to

comply with this provision, the Parties negotiated an increase to the annual rent, as reflected in Section 4 above.

25. General Terms and Conditions.

(a) Effective Date. The effective date of this First Amendment is the date of execution by the last Party to sign (the “Effective Date”).

(b) Entire Agreement and Amendments. This First Amendment, together with the original Agreement dated August 7, 2007 (attached as Exhibit “A-1”) constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.

(c) Recording. After this First Amendment is executed by the parties, Tenant shall record a Memorandum of Agreement in the office of the Clerk of Natrona County, Wyoming.

(d) Governing Law, Venue. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

(e) 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.

(f) Severability and Non-waiver. If any term of this First Amendment is found to be void or invalid, such finding shall not affect the remaining terms of this First Amendment, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this First Amendment will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either Party of any provision of this First Amendment shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) Authority. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

(h) Intentionally Deleted.

(i) Incorporation of Exhibits. All Exhibits referred to herein or attached hereto are incorporated herein for all purposes.

(j) Wyoming Governmental Claims Act. Landlord 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.* Landlord specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

(k) No Warranty. Landlord hereby expressly disclaims all Warranties of Merchantability and Fitness for a Particular Purpose associated with the Licensed Premises. Tenant accepts the Licensed Premises "As Is."

(l) GPS Coordinates. Tenant shall provide Landlord with GPS coordinates of the Tower within 10 days of a written request from Landlord.

(m) Time is of the essence. Time is of the essence of this Agreement and of every covenant to be performed by either Party under it.

(n) No Partnership, Joint Venture or Third Party Beneficiaries. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the others. No Party shall hold itself out contrary to the terms of this Section and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

EXECUTED by the Parties hereto on the day and year first above written.

The remainder of this page is intentionally left blank.

APPROVED AS TO FORM:

Walter Tremel

LANDLORD:

CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

By: _____

Printed Name: Bruce Knell

Its: Mayor

Date: _____

ATTEST:

CITY OF CASPER, WYOMING
A Wyoming Municipal Corporation

By: _____

Printed Name: Fleur Tremel

Its: City Clerk

Date: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

TENANT:

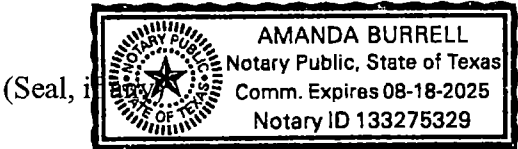
NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: Melanie Webb
Printed Name: Melanie Webb
Its: Manager RE Transactions
Date: 5-23-2023

STATE OF TEXAS)
COUNTY OF HARRIS) ss.

This instrument was acknowledged before me on this 23 day of May, 2023, by Melanie Webb as the Manager RE Transactions, CCATT LLC.



Amanda Burrell
(Signature of notarial officer)

EXHIBIT A-1

(Agreement)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT entered into this 7th day of August, 2007, by and between the City of Casper, Wyoming, a Municipal Corporation, referred to as "Licensor", and Altel Communications, Inc., hereinafter, referred to as "Licensee".

1. LICENSED PREMISES:

Licensor hereby agrees to license to Licensee the following described real property for the purpose of constructing a Communications Facility consisting of a tower, including locating wireless communications transmission and reception antennas and associated equipment, and for the construction and occupancy of an equipment shelter or building to house Licensee's equipment on the Property and for an Access/Utility License Route of ingress, egress and installation of utilities, for the term hereinafter provided, and any renewals thereof, the following described property, hereinafter known as the "Licensed Premises", to-wit:

That part of North Platte River Park, City of Casper, located in the SE 1/4 of the NE 1/4 of Section 32, Township 34 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming, described as follows:

Referring to the E 1/4 corner of said Section 32; thence northerly on a grid bearing of N.0°38'57"W. on the East line of the Northeast Quarter of said Section 32 906.88 feet; thence westerly S.89°21'03"W. 1225.63 feet to the true Point of Beginning for the described Lease Area; thence S.69°32'14"W. 75.00 feet; thence N.20°27'46"W. 75.00 feet; thence N.69°32'14"E. 75.00 feet; thence S. 20°27'46"E. 75.00 feet to the true Point of Beginning and containing 5625 square feet, more or less.

And:

An Access/Utility License Route ("A/ULR") as further delineated and set forth on Exhibits A and B (Site Plan and Utility Plan).

2. THE OPTION:

A. For the sum of One Thousand Dollars and 00/100 cents (\$1,000.00) to be paid to Licensor by Licensee upon execution of this Agreement and other good and valuable consideration, Licensor hereby grants to Licensee the irrevocable one year (12 months) option commencing from the date hereof, to Licensee the Licensed Premises (as defined above) on the terms and conditions set forth below ("the Option"). Upon Licensee's exercise of the Option, the following terms and conditions, which constitute the License, shall govern the parties.

B. The Option may be exercised by Licensee, or subsidiary of Licensee, by written notification to Licensor prior to the expiration of the Option Period or any extension thereof. The time during which the Option may be exercised may be

826114
NATRONA COUNTY CLERK, WYOMING
Rema Villo
Aug 17, 2007 10:54:31 AM
Pages: 17
Fee: \$56.00
RECORDED: SK
CITY OF CASPER

further extended by mutual agreement in writing. In the event that Licensee exercises the Option, the term of the License shall commence as set forth in Paragraph 3 of this Agreement.

C. In the event Licensor fails to perform its obligations under this Agreement for any reason other than Licensee breach, Licensee may pursue all remedies available at law and in equity, including injunctive relief and specific performance, against Licensor.

3. TERM AND TERMINATION:

The primary term of this License shall be for five (5) years ("Primary Term"), commencing upon the first day of the month as indicated in the exercise of the option ("Commencement Date"). The License shall automatically be extended for four (4) additional five (5) year renewal terms ("Renewal Terms").

The Renewal Terms will be subject to the same terms and conditions contained herein with the exception of monthly rent payments which will be adjusted to reflect a fifteen (15%) percent increase per term. The total of the Primary Term and Renewal Terms shall be twenty-five (25) years. At the end of the fourth (4th) Renewal Term, unless renewed or superseded, the License shall continue from month to month under the same terms and conditions set forth herein, including a fifteen percent (15%) increase in rent for a maximum of five (5) years, unless terminated by either party giving at least thirty (30) days prior written notice of such termination to the other party. If, at the end of five (5) years, this License has not been earlier terminated by either party upon thirty (30) days prior written notice to the other party, Licensor must cease possession of the Communications Facility unless the Parties are in good faith negotiating a new license.

Licensee may terminate this License at the end of the then current term by giving the Licensor written notice of intent to terminate at least six (6) months prior to the end of the then current term and provided that Licensee is not in default hereunder and shall have paid all rents and sums due and payable to the Licensor by Licensee. Licensee may also terminate this Agreement at any time during the twelve-month (12) Option for any reason or no reason.

Licensor may terminate this License Agreement after the third term of this Agreement, provided however, that Licensor shall notify the Licensee in writing of any such intention to terminate six (6) months before the intended date of termination.

When this License Agreement is terminated, Licensee's interest in the Licensed Premises (including the A/ULR) terminates, and the Licensee shall have no further interest in the Licensed Premises. This paragraph does not relieve the Licensee from its duty to repair and restore the Leased Premises under the terms of this License Agreement.

4. RENT:

Beginning on the Commencement Date, Licensee shall pay to Licensor rent for the Licensed Premises, the sum of one thousand dollars (\$1,000.00) per month, during the primary term, and an additional fifteen (15%) percent increase for each Renewal Term, payable in advance, to Licensor (Administrative Services Director) at 200 North David Street, Casper, Wyoming. The monthly rent per term shall be as follows:

Initial 5-year term	\$1,000.00 per month
Second term	\$1,150.00 per month
Third term	\$1,322.50 per month

Within thirty (30) days prior to the termination of the Third Term, the Licensor may notify the Licensee of the Licensor's intent to re-negotiate the rental amount. In the absence of said notice, the license shall be automatically renewed for two additional terms subject to the monthly rent per term as follows:

Fourth term	\$1,520.88 per month
Final term	\$1,749.00 per month

Rent shall be paid on or before the 1st day of each month during the above-stated term.

5 PURPOSE:

Licensee shall use the Licensed Premises for the purpose of installing, constructing, maintaining, operating and removing a Communications Facility (as hereinafter defined) and uses incidental with all necessary appurtenances. By way of example and not limitation, Licensee shall have the right, at its sole option, to install and use at the Licensed Premises a generator, of the type and kind determined solely by the Licensee, in connection with the Licensee's communications facilities. A security fence may be erected around the perimeter of the Licensed Premises at the discretion of Licensee (not including the A/ULR) and subject to the design and materials noted on Exhibits C and D (Compound Detail and Fence Details), attached hereto. All improvements shall be at Licensee's expense and the installation of all improvements shall be at the discretion of the option of the Licensee, except as otherwise expressed in this agreement or the Site Plan Agreement. Licensee shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Agreement.

Licensee will maintain the Licensed Premises, the Communications Facility and equipment shelter in good condition, reasonable wear and tear excepted. It is understood and agreed that Licensee's ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement, during the twelve month (12)

Option, all appropriate approvals for Licensee's intended use of the Licensed Premises and its equipment from the Federal Communications Commission, the Federal Aviation Administrator and any other certificates, permits and other approvals that may be required by any Federal, State or Local authorities having jurisdiction over Licensee's proposed use of its Equipment as well as satisfactory soil boring tests, along with Licensee's approval of the condition of the Licensed Premises, which may be subject to at Licensee's option, an environmental audit of the Licensed Premises performed by an environmental consulting firm of Licensee's choice at Licensee's sole cost and expense; including Licensee obtaining a survey and analysts tests which must show no defect that in the opinion of the Licensee may adversely affect Licensee's use of the Licensed Premises; including Licensee obtaining at its option a title report or commitment for a leasehold title policy from a title insurance company of Licensee's choice which must show no defects or restrictions of title or any liens or encumbrance which may adversely affect Licensee's use of the Licensed Premises, and Licensee's determination that the Licensed Premises is acceptable for Licensee's needs and which will permit Licensee use of the Licensed Premises as set forth above. Licensor shall cooperate with Licensee in its effort to obtain such approvals and shall take no action, which would adversely affect the status of the Licensed Premises with respect to the proposed use by Licensee, once this Agreement is approved by the City Council. In the event Licensee determines at any time during the twelve month (12) Option that any of the above conditions are not approved or are unacceptable to Licensee, then Licensee, in its sole discretion, may terminate this Agreement upon written notice to Licensor in writing by certified mail, return receipt requested, and shall be effective upon actual receipt of such notice by Licensor. All rentals paid to said termination date shall be retained by the Licensor. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the Parties shall have no further obligations including the payment of money, to each other.

For the purposes of this License, the Licensed Premises and all of the Licensee's equipment, generator, cable, wires, antennas and microwave dishes and accessories shall hereinafter collectively be referred to as the "Communications Facility " configured as generally set forth in attached Exhibits A and C (Site Plan and Compound Detail).

6. HOLDING OVER:

If Licensee should remain in possession of the Licensed Premises after the expiration of the fourth (4th) Renewal Term, without execution by Licensor and Licensee of a new License, then Licensee shall be deemed to be occupying such on a month-to-month basis, subject to all the covenants and obligations of this License, and at a monthly rental equal to a fifteen percent (15%) increase of the monthly rental rate for the previous term. Notwithstanding this paragraph, holding over shall not affect the right to terminate this Agreement.

7. UTILITIES:

Licensee shall use commercially reasonable efforts to install utilities on existing A/ULR's. If installation on the existing A/ULR is not possible, Licensor agrees to cooperate with Licensee in executing additional A/ULR's or agreements, as required by the applicable utility company which are necessary to protect Licensee's rights under this License or Licensee's Use of the Licensed Premises; provided however, all costs and expenses for the same shall be paid for solely by the Licensee. Licensee shall be solely responsible for and promptly pay all charges for electricity, telephone service, or any other utility installed, used or consumed by Licensee for its Communications Center, and for all operating expenses associated with the use of the Licensed Premises. Licensor agrees to cooperate with Licensee regarding the installation of the utilities.

Licensee is aware that the Leased Premises is adjacent to an equestrian facility, and will appropriately mark and barricade all open trenches during the installation of utilities.

8. WAIVER:

The waiver of any breach in any of the terms and conditions of this License shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

9. DEFAULT AND SURRENDER OF THE LICENSED PREMISES:

In the event Licensee fails to do, or cause to be done, any of the terms and conditions of this License, including the payment of monthly rent, the same shall be considered a default of the entire License. Licensor shall give Licensee fifteen (15) days notice in the event of any such default, and Licensee shall have an additional fifteen (15) day period to cure any monetary default and a thirty (30) day period to cure any non-monetary default unless such default cannot be cured within a period of 30 days and, prior to the expiration of 30 days after receipt of notice, the Licensee commences to eliminate such failure and proceeds diligently to take steps to cure the same, and cures the default within a reasonable amount of time thereafter. Notwithstanding the foregoing, if a default endangers the life, health or safety of any person, said default shall be cured immediately.

Upon failure to cure said default, Licensor may, at its option, terminate this License, and Licensee shall give up the Licensed Premises peacefully and in as near as practicable to its original condition, save and except normal wear and tear and acts beyond Licensee's control, and return those portions of North Casper Park disturbed by the construction or operation of the Communications Facility back into its original condition, normal wear and tear excepted. Upon such default and termination, Licensor shall have the right to enter upon the demised Licensed Premises with or without process

of law. In the event Licensee defaults, then Licensor may terminate the License, retaining all payments made hereunder as liquidated damages.

Upon any termination, neither party will owe any further obligation under the terms of this License except for Licensee's responsibility of removing the Communications Facility and restoring the Licensed Premises and disturbed land occupied by Licensee as near as practicable to its original condition, save and except normal wear and tear and acts beyond Licensee's control. The removal of the Communications Facility and restoration of the Licensed Premises shall take place within 90 days of the termination of this License Agreement. The City Manager or his/her designee shall approve the removal of the Communications Facility and restoration of the Licensed Premises in writing if done so to the Licensor's satisfaction. If removal of the Communications Facility and restoration of the Licensed Premises is not performed by the Licensee as stated herein, and the Licensor removes the Communications Facility and restores the Licensed Premises and disturbed land, the Licensee shall reimburse Licensor for all of Licensor's expenses in doing so upon demand from the Licensor within 30 days from such demand.

10. ENVIRONMENTAL INDEMNIFICATION:

Licensee shall at all times comply with all laws and ordinances and all rules and regulations of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein.

Licensee shall defend, indemnify and hold harmless the Licensor, its employees, elected officials, and appointed officials from and against any and all losses, expenses (including reasonable legal expenses) of whatever kind and nature resulting from any accident, occurrence or condition caused by the Licensee's release of any toxic or hazardous substance or waste in, on, under, about or affecting the Licensed Premises which results in any injury or death of any person or damage to any property or which requires the removal or treatment of such hazardous or toxic substance or waste or any other remedial action or fine under the terms of any properly constituted law, regulation, rule or directive of any federal, state or local governmental authority.

11. ASSIGNMENT AND SUBLEASING:

This License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assigns. Licensee may assign this License without any approval or consent of the Licensor to Licensee's principals or subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. Licensee shall have the right, at any time, to assign this License to any other person or corporation provided Licensee gives Licensor written notice thereof and receives Licensor's written consent thereto, and such consent

will not be unreasonably withheld. Upon such assignment, such assignee or sublicensee shall succeed to all rights and options (including renewal options) of Licensee hereunder. Any assignee or sublicensee shall agree to indemnify and hold the Licensor, its employees, elected officials, and appointed officials harmless from any claim which arises out of the assignee's sublicensee's use or occupancy of the Licensed Premises; including the defense of the Licensor in the event of a suit. Furthermore, any assignee or sublicensee shall agree to provide insurance coverage in the same amounts and under the same terms and conditions as the Licensee under this Agreement.

12. NUISANCE:

The Licensee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, and municipal government, and of any and all of their departments and bureaus applicable to said Licensed Premises for the correction, prevention, or abatement of nuisances or other grievances in, upon, or connected with said Licensed Premises during the term.

13. RADIO FREQUENCY AND/OR ELECTRICAL INTERFERENCE:

Licensee shall not cause radio frequency and/or electrical interference to Licensor or to any other Licensee who is using the site at the time of the Licensee's installation of its communication equipment. In the event the Equipment causes such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Licensor, Licensee shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30-days after receipt of the written notice, Licensee agrees to remove the Equipment from the Tower and the Licensed Premises and this Agreement shall terminate as if by expiration. Licensor shall not grant an agreement to any other party who may cause interference with Licensee's operation of its Communications Center. If another user of Licensor's facilities causes uncorrected interference with Licensee's operations, Licensor shall take immediate reasonable measures to correct the interference. If after thirty (30) days such interference has not been completely corrected to Licensee's satisfaction, Licensee, at its option, may terminate this agreement (without further liability for rent).

14. IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The Licensor 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 Licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.

15. LIABILITY, INSURANCE AND INDEMNITY:

Licensee agrees to indemnify and hold the Licensor harmless from any and all claims arising out of Licensee's use and/or occupancy of the licensed property and/or other Licensor facilities described in this License Agreement, except for those claims arising out of the negligence or willful misconduct of the Licensor. To ensure its ability to indemnify the Licensor as agreed, Licensee will obtain, at its own cost and expense, a combined single limit coverage of *three million dollars (\$3,000,000.00)*. Such insurance shall provide that it will not be canceled or limits reduced without at least thirty (30) days prior written notification to the Licensor; that the Licensor, its employees, agents, elected officials, and appointed officials be named as an additional insured, and that it is primary insurance, as it relates to Licensee's negligence, without any right of contribution from any other resource or insurance of the Licensor in this respect. All insurance coverage provided by the Licensee shall be underwritten by insurers acceptable to the Licensor, licensed in Wyoming, and having a minimum A.M. Best Company rating of "B++" VI. Licensee shall have its insurance agent issue a certificate of insurance evidencing such insurance as described above immediately after execution of this agreement and prior to use of the property. The Licensor's failure to request or review such policies, endorsements, and certificates shall not affect the Licensor's rights or the Licensee's obligation hereunder.

It is entirely the obligation of the Licensee to provide insurance for its personal property and for that of its employees and agents. The Licensor assumes no responsibility for such property.

16. REGISTRATION:

To enable the City to keep accurate, up-to-date records of the placement of the Licensee's equipment once the antenna and associated equipment has been erected and constructed, and before operation begins, the Licensee shall submit documentation to the City's Building Department providing:

A. Certification in writing that the antenna support structure is structurally sound and conforms to the requirements of the City's Building Code and all other construction standards set forth by the City's Code, federal and state law by filing a sworn and certified statement by an engineer to that effect. The Licensee may be required by the City to submit more frequent certifications should there be reason to believe that the structural and/or electrical integrity of the antennas and associated equipment is jeopardized. The Certification must be based upon on-site physical inspection.

B. An initial payment of a registration fee of \$100.00, which shall be in addition to any License associated fees paid by Licensee, shall be submitted to the Administrative Services Department at the time of submission of the documentation as required in subsection (A) above.

C. An annual registration payment of \$50.00, which shall be in addition to any License associated fees paid by the Licensee, shall be required and submitted to the Administrative Services Department no later than JULY 1 of each year, and shall include a written certification stating that the data submitted pursuant to Subsection (A) above is current as of the date of payment.

D. The City reserves the right to conduct inspections for the purpose of determining whether the antenna, equipment, and/or related facilities comply with the applicable building codes and all other construction standards provided by local, state, or federal law. The City shall, except in the case of a public safety, health or welfare emergency, provide Licensee with a (5) five-day prior written notice of any inspection. An agent of Licensee shall be present during any and all non-emergency inspections. If a public safety, health or welfare emergency occurs, the City will use reasonable efforts to contact the Licensee to allow an agent for the Licensee to be present, but may enter the Leased Premises without Licensee's agent or consent. The City will conduct any such inspections in a reasonably prudent manner so as to not adversely affect the Communications Center.

17. ACCESS:

Licensor has egress and ingress rights to the Licensed Premises and shall grant to Licensee use of the A/ULR for ingress, egress and utilities twenty-four hours each day, seven days per week to the Licensed Premises. It shall be the responsibility of the Licensee to procure any additional access rights that are required from surrounding property owners. Licensee shall have access to the Licensed Premises, the Communications Facility and the Equipment at all times, 24 hours each day, as shown on the attached Exhibits A and B (Site Plan and Utility Plan). Licensor shall provide maintenance to the access drive/walkway on a regular basis to keep said drive/walkway in good condition throughout the Initial Term of this Agreement or any Renewal Term. Licensor is not obligated to plow snow or provide emergency repairs to the drive/walkway due to rain, flood or other acts of God to any greater degree than the Licensor would to maintain access to the park/water storage facilities. In the event additional access is required across other property owned by Licensor, Licensee shall secure from Licensor a license evidencing this right and agrees to maintain said access in the manner described above.

18. GOVERNING LAW:

This Agreement and the performance thereof 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.

19. MISCELLANEOUS COVENANTS:

A. Licensee agrees that it has examined the Licensed Premises and accepts the same in its present condition.

B. Licensee will allow no Liens to be placed upon the Licensed Premises.

C. Authorized representatives of Licensor may have access to the Licensed Premises at all times for the purpose of servicing the utilities which are presently situated on the Licensed Premises. The Licensor further reserves the right to add or place additional utilities in the Licensed Premises at any time. Any such servicing or placement of utilities will be conducted in a reasonably prudent manner so as to not adversely affect the Communications Facility or Licensed Premises.

D. Advertising on the antenna, or any associated equipment, is prohibited.

E. Communications Facility construction plans shall be reviewed, and if found to be compliant with the International Building Code and sound engineering practices, approved by the City Manager or his/her designee. The City Manager or his/her designee will review the plans and provide approval or revisions within a reasonable and prudent timeframe.

F. Licensee shall install a building/shelter to contain all necessary equipment for the operation of the Communication Facility. Said structure shall be constructed as indicated on Exhibits E and F (Shelter Foundation Details and Shelter Elevations). Barbed wire is prohibited.

G. Licensee shall repair/replace any turf or irrigation systems/components disturbed or damaged during construction, subject to the approval of the Parks Division Manager.

H. The premise shall be landscaped in accordance with the landscape plan approved with the site plan to screen or enhance the appearance of the storage structure. Drought resistant landscaping shall be installed subject to the approval of the City of Casper Community Development Director.

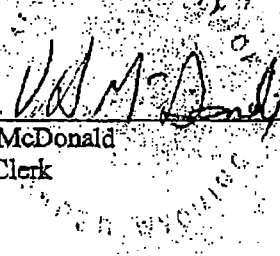
EXECUTED by the parties hereto on the day and year first above written.

APPROVED AS TO FORM:

Walter C. [Signature]

V.H. McDonald

V.H. McDonald
City Clerk



LICENSOR:

CITY OF CASPER, WYOMING,
A Municipal Corporation

Kathleen D. Sarosy

Kathleen D. Sarosy
Mayor

LICENSEE:

ALLTEL COMMUNICATIONS, INC.

By: [Signature]

Name: James E. McDonald
V.P. Network Services

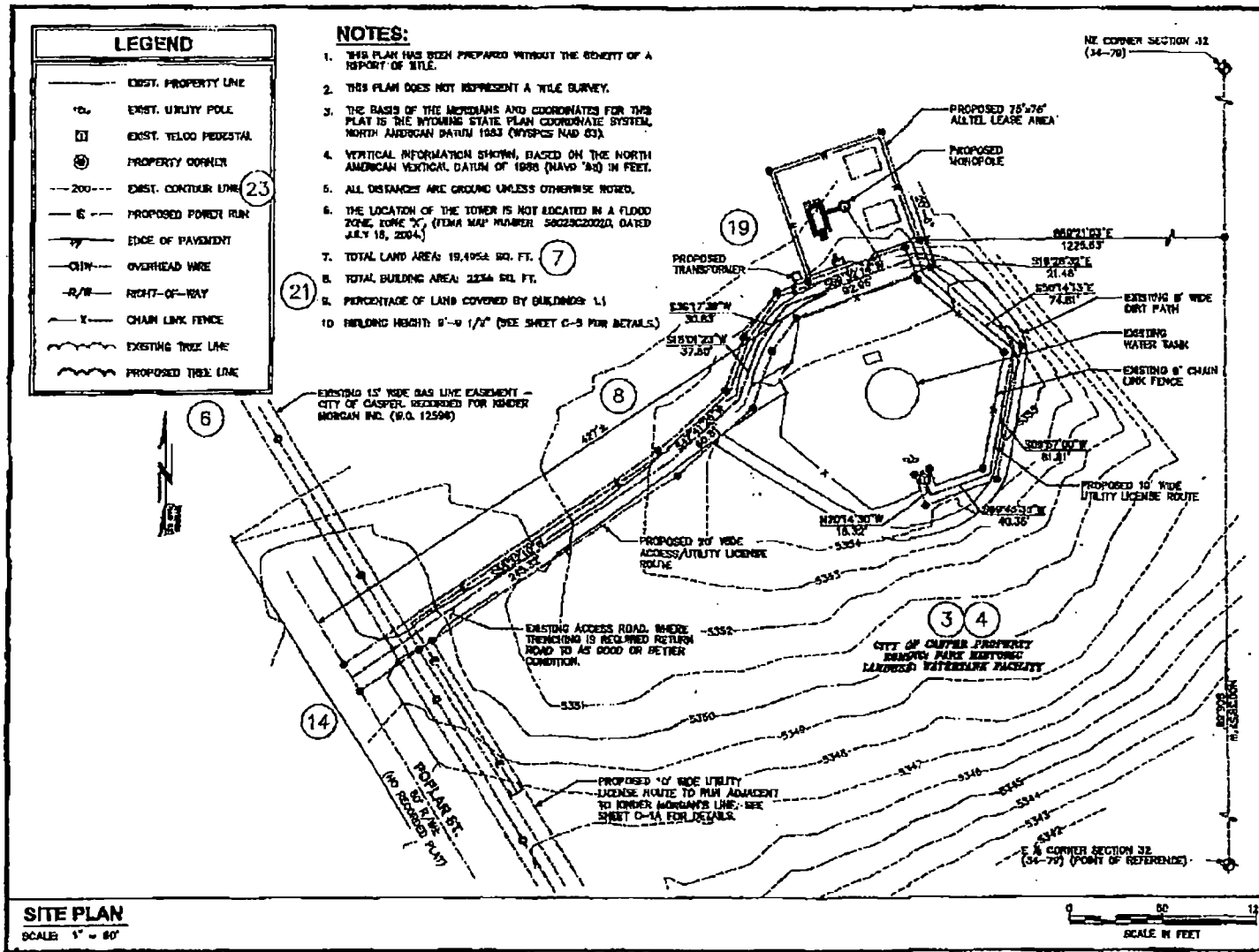
Title: _____

Date: 7.31.07

WITNESS:

By: Michelle Peice

By: Kathi Rogers



LEGEND

- EXIST. PROPERTY LINE
- EXIST. UTILITY POLE
- EXIST. TELE. PEDestal
- ⊙ PROPERTY CORNER
- 200--- EXIST. CONTOUR LINE (23)
- 6--- PROPOSED POWER RUN
- EDGE OF PAVEMENT
- OIM--- OVERHEAD WIRE
- R/W--- RIGHT-OF-WAY
- X--- CHAIN LINK FENCE
- EXISTING TREE LINE
- PROPOSED TREE LINE

- NOTES:**
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
 2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
 3. THE BASIS OF THE MERIDIAN AND COORDINATES FOR THIS PLAN IS THE WYOMING STATE PLAN COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD 83).
 4. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
 5. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
 6. THE LOCATION OF THE TOWER IS NOT LOCATED IN A FLOOD ZONE, ZONE 'X', (FEMA MAP NUMBER 50023C2002A, DATED JULY 15, 2004).
 7. TOTAL LAND AREA: 19,495A SQ. FT. (7)
 8. TOTAL BUILDING AREA: 2234A SQ. FT.
 9. PERCENTAGE OF LAND COVERED BY BUILDINGS: 1.1
 10. BUILDING HEIGHT: 0'-0" 1/2" (SEE SHEET C-3 FOR DETAILS) (21)

PLANS PREPARED FOR:

AltTel

16300 E 71st Avenue
Denver, CO 80249
Office: (303)-379-3116

PROJECT INFORMATION:

EVENT CENTER

1905 N POPLAR STREET
CASPER, WY 82401
(NATRONA COUNTY)

PLANS PREPARED BY:

TOMER ENGINEERING PROFESSIONALS
370 JUNCTION BOULEVARD
RALEIGH, NC 27603-5283
OFFICE: (919) 861-6351
FAX: (919) 861-6350

SEAL:

#	DATE	REVISION
1	07-12-07	UTILITY PLAN
2	05-10-07	REVISED CONSTRUCTION
1	01-28-07	CONSTRUCTION
0	10-23-06	PRELIMINARY

REV. DATE REASON FOR

DRAWN BY: MNC CHECKED BY: GMA

SHEET TITLE:

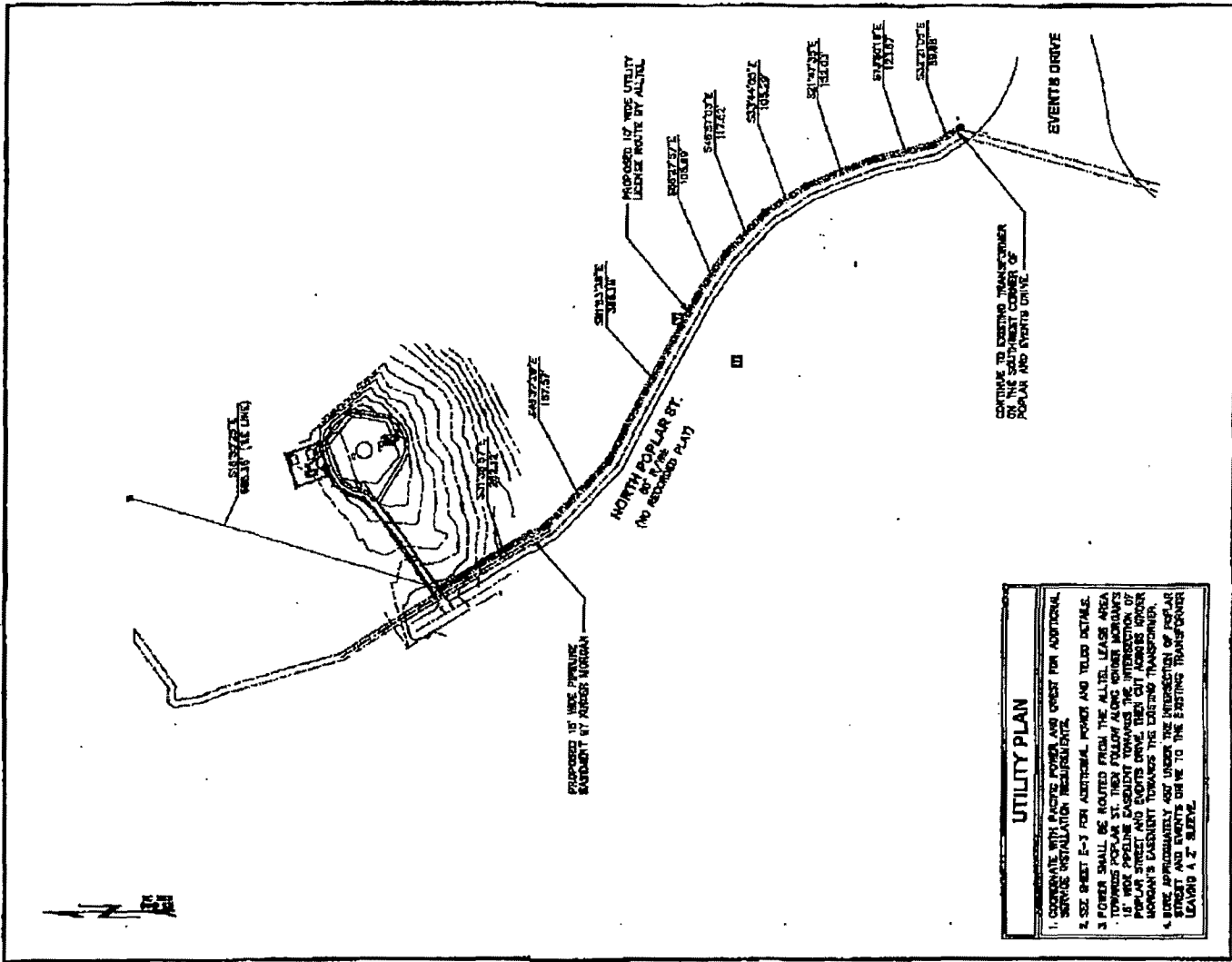
SITE PLAN

SHEET NUMBER: **C-1** REVISION: **3**

TOP # 060770

SITE PLAN
SCALE 1" = 60'

Exhibit "A"



UTILITY PLAN

1. COORDINATE WITH PACIFIC POWER AND LIGHT FOR ADDITIONAL SERVICE INSTALLATION REQUIREMENTS.

2. SEE SHEET E-3 FOR ADDITIONAL POWER AND TIE-IN DETAILS.

3. POWER SHALL BE ROUTED FROM THE ALLTEL LEASE AREA TOWARDS POPLAR ST. THEN FOLLOW ALONG UNDER MORGAN'S 18" WIDE PIPELINE CASABLANCA TOWARDS THE INTERSECTION OF POPLAR STREET AND EVENTS DRIVE. THEN CUT ACROSS UNDER MORGAN'S CASABLANCA TOWARDS THE EXISTING TRANSFORMER.


4. EASE APPROXIMATELY 400' UNDER THE INTERSECTION OF POPLAR LEAVARD 4" T. MARK.


UTILITY PLAN
SCALE: 1" = 20'

PLANS PREPARED FOR:

 18300 E 71st Avenue
 Denver, CO 80248
 Office: (303)-373-3418

PROJECT INFORMATION:
EVENT CENTER
 1903 N POPLAR STREET
 CASPER, WY 82501
 (NATRONA COUNTY)

PLANS PREPARED BY:

TORRES ENGINEERING PROFESSIONALS
 3203 JUNCTION BOULEVARD
 RALEIGH, NC 27603-5283
 OFFICE: (919) 861-6351
 FAX: (919) 861-6350

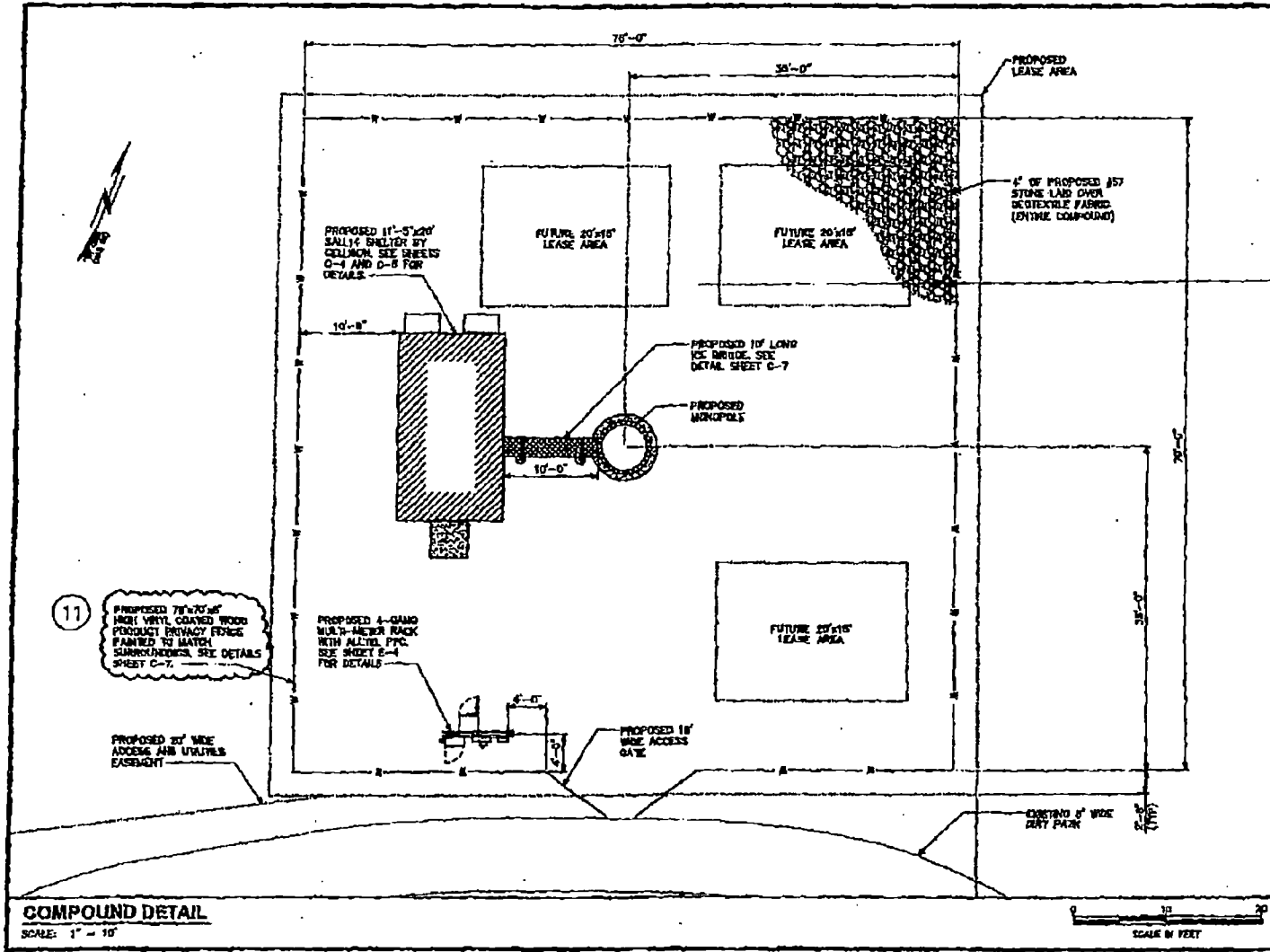
SEAL:

 Andrew T. Torres
 License No. 10000
 State of Wyoming
 06/23/2007

3	07-12-07	UTILITY PLAN
2	05-10-07	REVISED CONSTRUCTION
1	01-29-07	CONSTRUCTION
0	10-25-06	PRELIMINARY
REV	DATE	ISSUED FOR
DRAWN BY: MAC		CHECKED BY: GMA

SHEET TITLE:
**UTILITY PLAN
 (ELECTRIC EASEMENT)**

SHEET NUMBER: C-1A	REVISION: 3
REF # 0607701	

Exhibit "B"



PLANS PREPARED FOR

altel


1000 E 71st Avenue
 Denver, CO 80248
 Office (303)-373-3418

PROJECT INFORMATION

EVENT CENTER


1003 N POPLAR STREET
 CARPER, WY 82801
 (NATRONA COUNTY)

PLANS PREPARED BY:



TURNER ENGINEERING PROFESSIONALS
 3705 JUNCTION AVENUE (WY)
 RALEIGH, WY 82803-8263
 OFFICE: (307) 861-8251
 FAX: (307) 861-8339

SEAL:



Anthony T. Mackintosh
 January 25, 1

1	1-25-07	CONSTRUCTION
0	10-23-06	PRELIMINARY
REV	DATE	ISSUED FOR

DRAWN BY: BR | CHECKED BY: CA

SHEET TITLE:

**COMPOUND
 DETAIL**

SHEET NUMBER:	REVISION:
C-3	1
	TOP & OVER

COMPOUND DETAIL
 SCALE: 1" = 10'

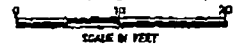
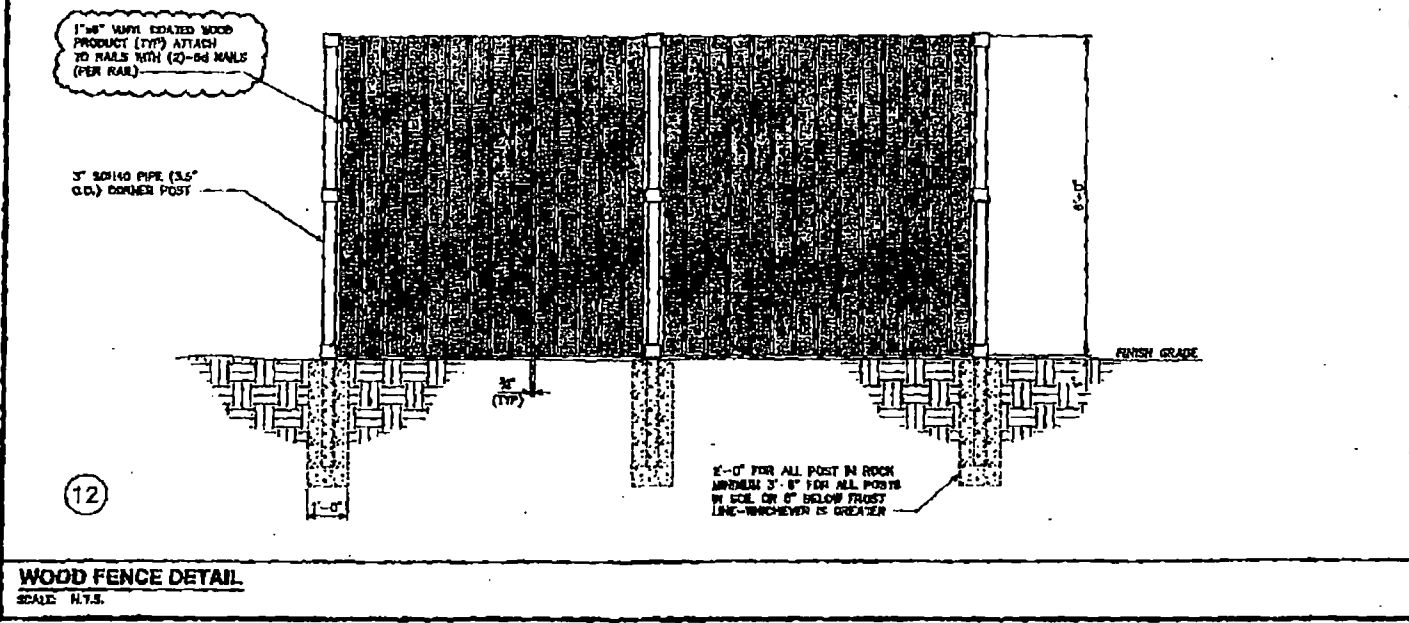
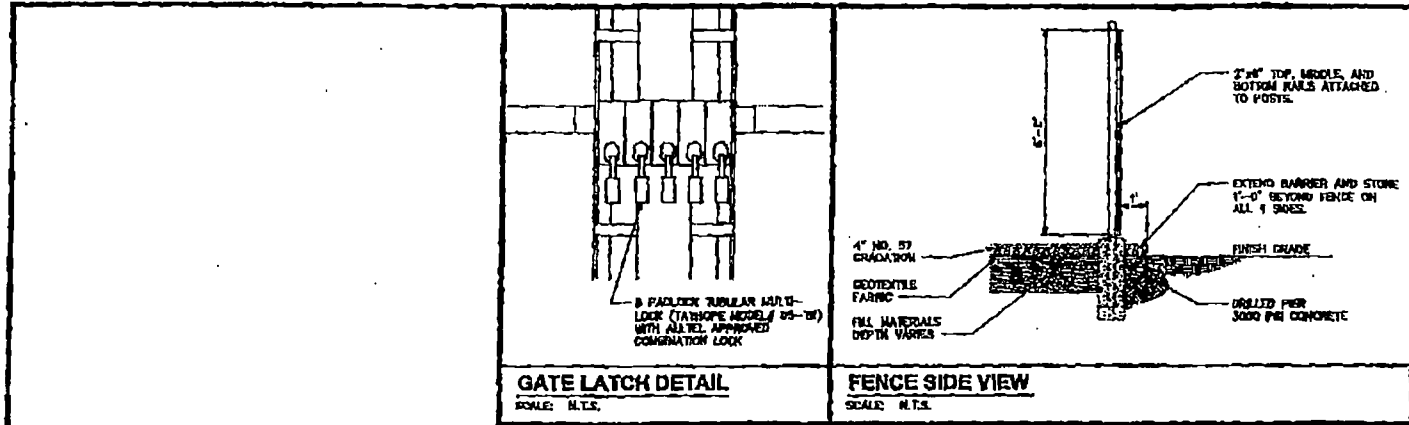


Exhibit "C"



PLANS PREPARED FOR:

Alltel
15300 E. 7th Avenue
Denver, CO 80248
PHONE: (303)-373-3418

PROJECT INFORMATION:

EVENT CENTER
1803 N. POPLAR STREET
CASPER, WY 82401
(SARATOGA COUNTY)

PLANS PREPARED BY:

TOWERS ENGINEERING PROFESSIONALS
1703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5263
OFFICE: (919) 841-6363
FAX: (919) 841-6368

SEAL:

Professional Engineer
TOWERS ENGINEERING
WYOMING
May 28, 2007

2	09-10-07	REVISED CONSTRUCTION
1	01-28-07	CONSTRUCTION
0	10-23-06	PRELIMINARY
REV	DATE	ISSUED FOR:
DRAWN BY: WMM CHECKED BY: ATH		

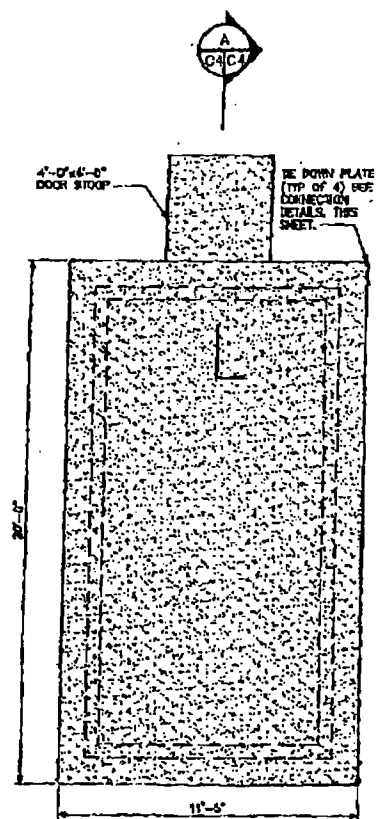
SHEET TITLE:

FENCE DETAILS

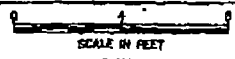
SHEET NUMBER: **C-7** REVISION: **2**

TIP # 00072

Exhibit "D"



SHELTER FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

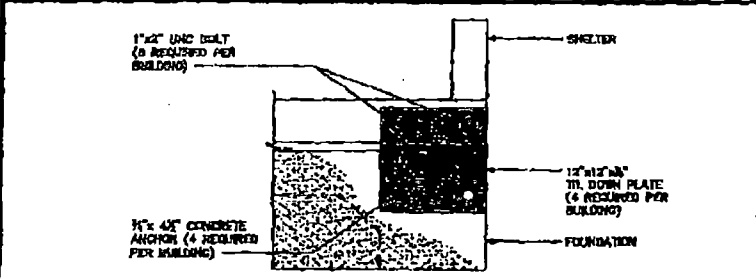


GENERAL STRUCTURAL NOTES:

- SPECIFICATION/CODES:**
1. CONCRETE WORK SHALL BE PERFORMED IN ACCORDANCE WITH LATEST EDITION OF THE ACI CODE.
 2. STEEL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AISC STEEL CONSTRUCTION MANUAL 9TH EDITION.
 3. WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AMERICAN WELDING SOCIETY (AWS) D1.1-88 STRUCTURAL WELDING CODE - STEEL.
 4. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE CONCRETE REINFORCING STEEL INSTITUTE (CRSI) "MANUAL OF STANDARD PRACTICE".
 5. DESIGN SHALL BE PER INTERNATIONAL BUILDING CODE, 2003 EDITION.

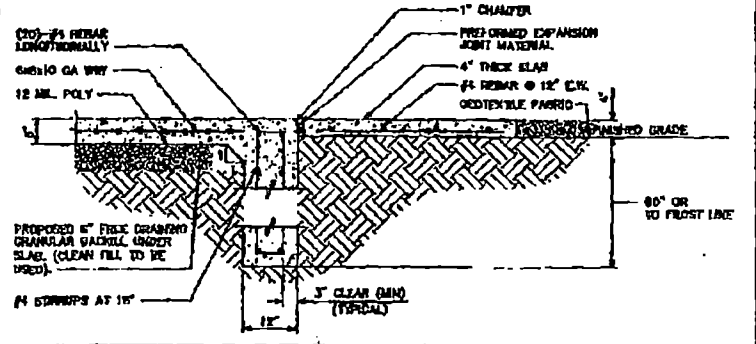
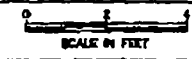
FOUNDATION NOTES:

1. FOUNDATION DESIGN BASED ON 2000 PSF SOIL BEARING CAPACITY. IF OTHER CONDITIONS EXIST, FOUNDATION SHALL BE REDESIGNED. CONTRACTOR SHALL HAVE SOIL BEARING CAPACITY TESTED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
2. CONCRETE SHALL BE 4,000 PSI.
3. REBAR $F_y = 60,000$ PSI.
4. ALL BACKFILL SHALL BE THOROUGHLY COMPACTED TO A MINIMUM OF 95% DENSITY USING THE MODIFIED PROCTOR METHOD.



CONNECTION DETAIL

SCALE: 3/8" = 1'-0"



PAD SECTION

SCALE: 3/8" = 1'-0"



PLANS PREPARED FOR:

18300 E 71st Avenue
Denver, CO 80248
PHONE: (303) 373-3418

PROJECT INFORMATION:

EVENT CENTER

1803 N POPLAR STREET
CASPER, WY 82201
(NATRONA COUNTY)

PLANS PREPARED BY:

WIKES ENGINEERING PROFESSIONALS
3710 JUNCTION BOULEVARD
RALEIGH, NC 27603-5203
OFFICE: (919) 961-4351
FAX: (919) 961-6320

SEAL:

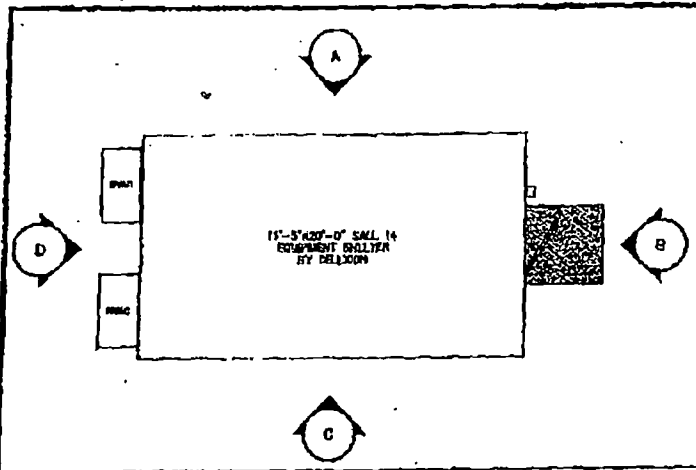
1	1-24-07	CONSTRUCTION
0	10-23-06	PRELIMINARY
REV	DATE	ISSUED FOR
DRAWN BY: MWC CHECKED BY: AT		

SHEET TITLE:

SHELTER FOUNDATION DETAILS

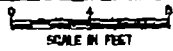
SHEET NUMBER: **C-4** REVISION: **1**

TED B. DEOTT

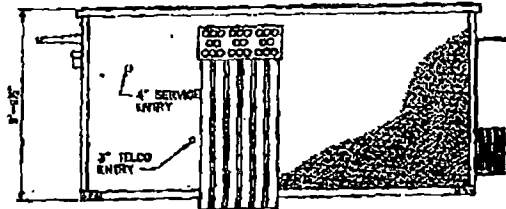


EQUIPMENT LAYOUT.

SCALE: 3/8" = 1'-0"

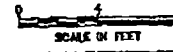


SCALE IN FEET

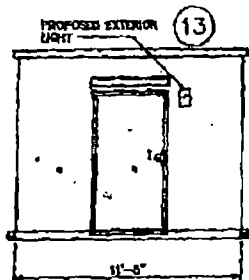


ELEVATION A

SCALE: 3/8" = 1'-0"

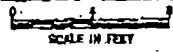


SCALE IN FEET

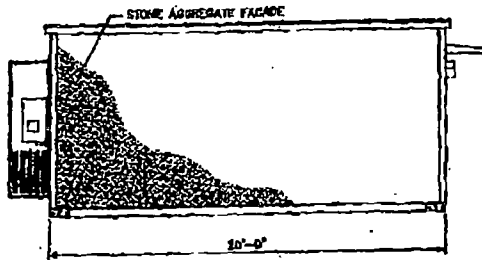


ELEVATION B

SCALE: 3/8" = 1'-0"

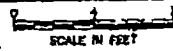


SCALE IN FEET

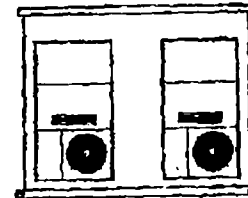


ELEVATION C

SCALE: 3/8" = 1'-0"



SCALE IN FEET



ELEVATION D

SCALE: 3/8" = 1'-0"




SCALE IN FEET

PLANS PREPARED FOR

 14300 E 71st Avenue
 Denver, CO 80242
 Office (303) 372-3418

PROJECT INFORMATION
EVENT CENTER
 1803 N POPLAR STREET
 CASPER, WY 82401
 DAIKONA COUNTY

PLANS PREPARED BY

 TOWN ENGINEERING PROFESSIONALS
 3701 JUNCTION BOULEVARD
 RALEIGH, NC 27603-2263
 OFFICE (919) 991-6331
 FAX (919) 991-6330

SEAL:

 Andrew T. Thomas
 January 23

1	1-29-07	CONSTRUCTION
0	10-25-06	PRELIMINARY
REV	DATE	ISSUED FOR
DRAWN BY	DC	CHECKED BY
SHEET TITLE		

SHELTER ELEVATIONS

SHEET NUMBER: **C-5** REVISION: **1**
 TOP & OVER

Exhibit "F"

EXHIBIT B-1

(Coversheet for Rent Calculation Table)

Period	Monthly	Annual
1/1/2023-12/31/2023	\$ 3,000.00	\$ 36,000.00
1/1/2024 -12/31/2024	\$ 3,087.00	\$ 37,044.00
1/1/2025 - 12/31/2025	\$ 3,176.52	\$ 38,118.28
1/1/2026 - 12/31/2026	\$ 3,286.64	\$ 39,223.71
1/1/2027-12/31/2027	\$ 3,363.43	\$ 40,361.19
1/1/2028 - 12/31/2028	\$ 3,460.97	\$ 41,531.67
1/1/2029 - 12/31/2029	\$ 3,561.34	\$ 42,736.09
1/1/2030 - 12/31/2030	\$ 3,664.62	\$ 43,975.43
1/1/2031 - 12/31/2031	\$ 3,770.87	\$ 45,250.72
1/1/2032 - 12/31/2032	\$ 3,880.25	\$ 46,562.99
1/1/2033 - 12/31/2033	\$ 3,992.78	\$ 47,913.32
1/1/2034 - 12/31/2034	\$ 4,108.57	\$ 49,302.80
1/1/2035-12/31/2035	\$ 4,227.72	\$ 50,732.59
1/1/2036 - 12/31/2036	\$ 4,350.32	\$ 52,203.83
1/1/2037 - 12/31/2037	\$ 4,476.48	\$ 53,717.74
1/1/2038 - 12/31/2038	\$ 4,606.30	\$ 55,275.56
1/1/2039 - 12/31/2039	\$ 4,739.88	\$ 56,878.55
1/1/2040 - 12/31/2040	\$ 4,877.34	\$ 58,528.03
1/1/2041 - 12/31/2041	\$ 5,018.78	\$ 60,225.34
1/1/2042 - 12/31/2042	\$ 5,164.32	\$ 61,971.87
1/1/2043-12/31/2043	\$ 5,314.08	\$ 63,769.06
1/1/2044 - 12/31/2044	\$ 5,468.20	\$ 65,618.36
1/1/2045 - 12/31/2045	\$ 5,626.77	\$ 67,521.29
1/1/2046 - 12/31/2046	\$ 5,789.95	\$ 69,479.41
1/1/2047 - 12/31/2047	\$ 5,957.86	\$ 71,494.31
1/1/2048- 12/31/2048	\$ 6,130.64	\$ 73,567.65
1/1/2049 - 12/31/2049	\$ 6,308.43	\$ 75,701.11
1/1/2050 - 12/31/2050	\$ 6,491.37	\$ 77,896.44
1/1/2051 - 12/31/2051	\$ 6,679.62	\$ 80,155.44
1/1/2052- 12/31/2052	\$ 6,873.33	\$ 82,479.95
1/1/2053 - 8/31/2053	\$ 7,972.66	\$ 84,871.86

RESOLUTION NO. 23-135

A RESOLUTION AUTHORIZING AMENDMENT #1 TO THE LICENSE AGREEMENT WITH NCWPCS MPL 33 – YEAR SITES TOWER HOLDINGS LLC FOR AN EXISTING WIRELESS COMMUNICATION FACILITY LOCATED AT 1903 NORTH POPLAR STREET

WHEREAS, The City and Alltel Communications, Inc., (Original Licensee) entered into a License Agreement August 7, 2007, for a Wireless Communications Facility (WCF) located adjacent to a City water tank, at 1903 North Poplar Street; and,

WHEREAS, the August 7, 2007 License Agreement was assigned to NCWPCS MPL 33 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through its attorney-in-fact, CCATT LLC, a Delaware limited liability company; and,

WHEREAS, pursuant to Section (4) of said 2007 License Agreement, the City provided the Licensee with a written request to re-negotiate the terms of the License Agreement; and,

WHEREAS, the parties have agreed to execute Amendment #1 to the License Agreement, with an initial term of five (5) years, and five (5) subsequent renewal terms; and,

WHEREAS, the City of Casper desires to approve Amendment #1 to the License Agreement, for the continuation of the existing Wireless Communication Facility, under the terms and conditions set forth 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, License Agreement Amendment #1 for a Wireless Communication Facility located at 1903 North Poplar Street.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Memorandum of First Amendment to License Agreement, which will be recorded in the office of the Natrona County Clerk's Office.

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

June 21, 2023

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

FROM: Cindie Langston, Acting Public Services Director
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., City Engineer

LRB for CL

SUBJECT: Authorizing an Agreement with Myers & Sons Construction, LLC, in the amount of \$998,000, for Alternate Bid Item No. 1 on Phase 2 of the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Project No. 23-002.

Meeting Type & Date:

Regular Council Meeting

July 5, 2023

Action Type:

Resolution

Recommendation:

That Council, by resolution, authorize an Agreement with Myers & Sons Construction, LLC, (Myers), in the amount of \$998,000, for Alternate Bid Item No. 1 on Phase 2 of the Sam H. Hobbs Wastewater Treatment Plant (WWTP) Secondary Treatment Rehabilitation, Project No. 23-002. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$70,000, for a total project amount of \$1,068,000.

Summary:

In 2017, CH2M Hill Engineers was contracted to complete a conditions assessment study with facility modifications recommendations for the WWTP. The assessment results included recommendations to install secondary treatment aeration basin isolation gates and to replace Dewatering (DEW) piping in the secondary gallery (Phase 1 work). The assessment results also replacement of RAS valves/piping and replacement of secondary gallery 36-inch and 42-inch sections of Mixed Liquor (ML) piping/36-inch isolation valves (Phase 2 work). Phase 1 work was completed in 2020.

On Tuesday, June 6, 2023, two (2) bids were received for Phase 2 of the Sam H. Hobbs WWTP Secondary Treatment Rehabilitation, Project No. 23-002. The bids were as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>TOTAL BASE BID</u>
Myers	Sacramento, CA	\$5,488,000.00
Kenny Electric	Casper, WY	\$51,995.00

The bid from Kenny Electric was incomplete and nonresponsive.

The base bid includes Phase 2 work with necessary PLC (Programmable Logic Controls) work to incorporate into the plant's existing SCADA (Systems Control And Data Acquisition) system. Bypass pumping is included in the work to ensure continued WWTP secondary operations during the repairs.

The alternate bid work includes a portion of the Phase 2 work which substitutes the 36-inch and 42-inch ML piping (full replacement) with ceramic epoxy coating relining. The alternate bid also includes 36-inch isolation valve replacement, necessary SCADA/PLC work, and bypass pumping.

Jacobs Engineering Group, Inc., (Jacobs) has been procured to provide engineering design, bidding, construction administration and warranty inspections for this work. The most current engineer's estimate from Jacobs was \$3,001,000. An itemized comparison of Jacobs' estimate with Myers' bid is below:

Bid Item	Jacobs Engineer Estimate	Myers and Sons Construction
Base Bid Item 1 (RAS Pump Station Work)	\$1,836,200.00 <i>(includes an estimated \$612,693 of bypass pumping costs)</i>	\$3,757,000.00 <i>(includes \$2,290,000 of bypass pumping costs)</i>
Base Bid Item 2 (36" and 42") ML Piping Replacement	\$1,164,800.00 <i>(includes an estimated \$390,000 of bypass pumping costs)</i>	\$1,731,000.00 <i>(includes \$740,000 of bypass pumping costs)</i>
TOTAL BASE BID	\$3,001,000.00	\$5,488,000.00
Alternate Bid Item 1 (36" and 42" ML Piping lining)	\$1,055,400.00 <i>(includes an estimated \$455,000 of bypass pumping costs)</i>	\$988,000.00

It should be noted that the bypass pumping with Phase 2 work is less in duration than what was required with Phase 1 work. However, the higher bypass pumping costs are attributed to the work being done in isolated areas in the RAS/secondary gallery area and unknown contractor risks with bypass pumping being a critical part of the work as indicated by Myers.

Jacobs and City Staff have reviewed the bids and recommend award to Myers for the alternate bid amount of \$988,000.

Financial Considerations

Funding for this project will be American Rescue Plan Act (ARPA) funding and WWTP Reserves.

Oversight/Project Responsibility
Alex Sveda, City Engineer

Attachments:

Resolution

Agreement

Engineer's Recommendation of Award

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and Myers & Sons Construction, LP, 4600 Northgate Boulevard, Suite 100, Sacramento, California 95834, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires improvements to the Secondary Treatment Facilities of the Sam H. Hobbs Wastewater Treatment Plant (WWTP);

WHEREAS, the Contractor is able and willing to provide those services specified as the

**Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Phase 2,
Project No. 23-002**

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Phase 2, Project No. 23-002, hereinafter referred to as the "Work."

ARTICLE 2. ARCHITECT/ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **June 14, 2024**, and ready for final payment in accordance with Article 14 of the General Conditions by **July 15, 2024**. Substantial Completion will be accepted once all utilities are installed and in working order, and when all operations related to the work can commence as intended. Once Contractor has mobilized on-site and work has commenced, Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until work is substantially complete. Contractor shall submit a comprehensive plan for all phasing, bypass pumping and work.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual

loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total Contract Price of Nine Hundred Ninety-Eight Thousand and 00/100 Dollars (\$998,000.00), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the lump sum price for the Base Bid.

ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to accountspayable@Casperwy.gov and City Engineering Staff on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below and shall adhere to Wyoming State Statutes Section 16-6-1001 (a)(iv), including a completed Affidavit Acknowledging Payment to Materialmen, Subcontractors, and Laborers (available at <http://lands.wyo.gov>) from Prime Contractor with all requests for progress payment beginning with the second request. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.01 of the General Conditions, subject to the cutoff and submittal dates provided in the Measurement and Payment Procedures.

5.1.1 Progress payments will be made in an amount equal to ninety-five percent (95%) of the Work completed, and ninety-five percent (95%) of Invoice Cost of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made in order to withhold such amounts where retainage is equal to five percent (5%) of any work completed throughout Project and of the Total Contract Price.

- 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.1.3 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this agreement.
- 5.2 Owner may withhold progress payments if Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 01 32 00, Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Thirty-Five Thousand Dollars (\$35,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

- 7.3 Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-6, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (BF-1 through BF-5 of the Bid Form and the Bid Schedule).
- 8.4 Addenda: Addendum No. 1 and Addendum No. 2.
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 Technical Specifications.
- 8.10 Notice of Award.
- 8.11 Notice to Proceed.
- 8.12 Minutes of the Pre-Bid Conference, if any.
- 8.13 Contract Drawings, with each sheet bearing the following general title:

**Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Phase 2,
City of Casper Project No. 23-002**

- 8.14 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.15 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.16 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2023.

*****THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

APPROVED AS TO FORM:
(Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Phase 2,
Project No. 23-002)

Wallau Tremel

CONTRACTOR:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

OWNER:

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

By: _____

By: _____

Fleur Tremel
Title: City Clerk

Bruce Knell
Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
Sam H. Hobbs WWTP Secondary Treatment Facilities
Rehabilitation, Phase 2
Project No. 23-002

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by June 14, 2024, as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by July 15, 2024, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - a. Bidder has examined copies of all the Bidding Documents (which includes the Project Manual), and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5/16/2023</u>
Addendum No. <u>2</u>	Dated <u>5/26/2023</u>
 - b. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities and as defined on the Bid Schedule. The lowest bidder will be determined based on the Total Base Bid below (consisting of the sum of the Base Bids for Work Item Nos. 1 and 2).

WORK ITEM NO. 1:

BASE BID, IN NUMERALS: \$ 3,757,000⁰⁰
BASE BID, IN WORDS: three million seven hundred
forty-seven DOLLARS.

WORK ITEM NO. 2:

BASE BID, IN NUMERALS: \$ 1,731,000⁰⁰
BASE BID, IN WORDS: one million seven hundred
thirty-one DOLLARS.

SUM OF BASE BID SCHEDULE:

TOTAL BASE BID, IN NUMERALS: \$ 5,488,000⁰⁰
TOTAL BASE BID, IN WORDS: Five million four hundred
eighty-eight DOLLARS.

ALTERNATE BID SCHEDULE, ALTERNATE WORK ITEM NO. 2:

TOTAL ALTERNATE BID, IN NUMERALS: \$ 988,000⁰⁰

TOTAL ALTERNATE BID, IN WORDS: nine hundred
eighty-eight DOLLARS.

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

Address of Bidder: 45 Morrison Avenue
Sacramento, CA 95838
10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 6th, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

By: _____ N/A _____ (seal)
(Individual's Name)

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By: _____ N/A _____ (seal)
(Firm's Name)

(General Partner)

Business Address: _____

Phone Number: _____



A CORPORATION OR LIMITED LIABILITY COMPANY

By: Myers & Sons Construction LLC (seal)
(Corporation's or Limited Liability Company's Name)

California
(State of Incorporation or Organization)

By: Clinton W. Myers - President (seal)
(Title)

(Seal)
Attest: [Signature]

Business Address: 45 Morrison Avenue
Sacramento, CA 95838

Phone Number: (916) 283-9950

A JOINT VENTURE

By: N/A (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.)

**ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
for construction of the
SAM H. HOBBS WWTP
SECONDARY TREATMENT FACILITIES
REHABILITATION PROJECT, PHASE 2**

**Date: May 16, 2023
Project No.: WXXY0750**

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the SAM H. HOBBS WWTP SECONDARY TREATMENT FACILITIES REHABILITATION PROJECT, PHASE 2, dated May 2023, as fully and completely as if the same were fully set forth therein:

A. DRAWINGS POSTED FOR INFORMATION

- 1. Scanned images of certain existing facility drawings have been posted along with the Project Manual at the Quest CDN site (accessible through the link in the Instructions to Bidders). These drawings are from the original construction and do not represent any changes to facilities that have transpired since that time. As such, these drawings are not considered to be part of the Project manual and are for information only. The datum on all of the drawings is the same as on this Project.**

B. INSTRUCTIONS TO BIDDERS

- 1. ARTICLE 16, SUBMISSION OF BIDS, Page IB 7 of 10, replace with the following:

“Bids shall be submitted not later than the time and in the manner indicated in the Advertisement for Bids.”**

C. STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 1. ARTICLE 3, Page SFA 2, first paragraph, revise the second and third lines (per the original text) to read:


“...for delay (but not as a penalty) Contractor shall pay Owner One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 3.1 for...”**

2. **ARTICLE 3, Page SFA 2, first paragraph, revise the seventh line (per the original text) to read:**

"...Owner, Contractor shall pay Owner One Thousand Dollars (\$1,000.00) for each day that..."

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

Jacobs Engineering Group, Inc.



Project Manager, Kile Snider

END OF ADDENDUM

X  5/18/2023
Kurtis Frailey - Operations Manager

**ADDENDUM NO. 1
00 91 13 - 2**

**WXXY0750
May 17, 2023
©COPYRIGHT 2023 JACOBS**

**ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS
for construction of the
SAM H. HOBBS WWTP
SECONDARY TREATMENT FACILITIES
REHABILITATION PROJECT, PHASE 2**

**Date: May 26, 2023
Project No.: WXXY0750**

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the SAM H. HOBBS WWTP SECONDARY TREATMENT FACILITIES REHABILITATION PROJECT, PHASE 2, dated May 2023, as fully and completely as if the same were fully set forth therein:

A. PRE-BID CONFERENCE AND SITE TOUR

1. Attachment No. 1 to this Addendum includes the Meeting Notes¹ for the Pre-Bid Conference and Site Tour, including the Pre-Bid Conference Sign-In Sheet, held on May 24, 2023.
2. Attachment No. 2 to this Addendum includes the Presentation² for the Pre-Bid Conference and Site Tour held on May 24, 2023.

B. ADVERTISEMENT FOR BIDS

1. Page AB-1, REPLACE “Council Chambers at Casper City Hall, 200 North David” with “Lobby of the Casper Business Center, 123 West First Street”.

C. ATTACHED RECORD DRAWINGS

1. Record drawings from the original construction of the Secondary Gallery and Bioreactor (Aeration) Basins (Contract S-75-1, 1975) are attached to this Addendum to aid in understanding the configuration of the construction details of those facilities.³
2. Selected drawings of the Biofilter Pump Station (BPS) from the original construction (Project MC-83-10, Schedule P-5-F, January 1984) are attached to this Addendum to aid in understanding of the configuration of the wet wells at the BPS.⁴

¹ Pre-Bid Conference Meeting Notes, May 24, 2023

² Presentation for Pre-Bid Conference, May 24, 2023

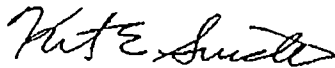
³ Drawings from the original construction of the treatment plant (Contract S-75-1, 1975)

⁴ Original Biofilter Pump Station Construction Drawings (Project MC-83-10, Schedule P-5-F, Jan 1984)

3. Copies of the original plant hydraulic profile and plant flow schematic from the Treatment Plant O&M Manual (1985) are attached to this Addendum to facilitate understanding of the plant configuration and relative facility and water surface elevations.⁵

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

Jacobs Engineering Group, Inc.



Project Manager, Kile Snider

END OF ADDENDUM

Appended hereto and part of Addendum No. 2:

¹ Pre-Bid Conference Meeting Notes, May 24, 2023

² Presentation for Pre-Bid Conference, May 24, 2023

³ Drawings from the original construction of the treatment plant (Contract S-75-1, 1975)

⁴ Original Biofilter Pump Station Construction Drawings (Project MC-83-10, Schedule P-5-F, Jan 1984)

⁵ Original Plant Flow Schematic and Hydraulic Profile from Plant O&M Manual (1985)



Troy Peake - CFO

Myers & Sons Construction LLC

⁵ Original Plant Flow Schematic and Hydraulic Profile from Plant O&M Manual (1985)

City of Casper Merchant & Supplier Set-Up Form

Business Name Myers & Sons Construction LLC

DBA (if different) N/A

Mailing Address (where you would like payments sent)

Street Address or PO Box

45 Morrison Avenue

City & State & Zip Code

Sacramento, CA 95838

Service Address (where are services provided from-if different from above)

Street Address or PO Box

Same as above

City & State & Zip Code

Billing/ Accts Receivable Contact Name Blanca Medina

Billing Contact Phone # (916) 283-9950

E-mail Contact bmedina@myers-sons.com

Tax Id (SSN or EIN) 82-3638304

Type of Company

Sole Proprietor Partnership

Corporation Nonprofit

Government Agency

Primary Product or Service Offered

Construction

A W-9 form is also required to complete set-up and receive your payment!!!

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Myers and Sons Construction, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5777 W. Century Blvd., Suite 600

6 City, state, and ZIP code
Los Angeles, CA 90045

7 List account number(s) here (optional)

Requester's name and address (optional)
**Remit to:
 45 Morrison Avenue
 Sacramento, CA 95838**

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	2	-	3	6	3	8	3	0	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 1/16/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



City of Casper WY
Alex Sveda
200 N David Street
Casper, WY 82601

May 18th, 2023

Re: Sam H. Hobbs Waste Water Treatment Plant Project #23-002 – Wyoming Resident Preference Waiver

To whom it may concern.

This letter is to advise the City of Casper, Wyoming that Myers & Sons Construction LLC waiver our right to the resident preference.

Please let us know if there is anything additional needed to satisfy this requirement. Thank you and have a great day!

X 

Kurtis Frailey – Operations Manager

May 18th, 2023

An Equal Employment/Affirmative Action Employer

45 Morrison Ave., Sacramento, CA 95838 • 916-283-9950 • fax 916-614-9520

STANDARD
BID BOND
(Approved by City Attorney, 1995)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
Myers & Sons Construction, LLC as Principal, and
Nationwide Mutual Insurance Company as Surety,

are hereby held and firmly bound, pursuant to Wyoming Statute Section 15-1-113, unto the City of Casper, Wyoming, a Municipal Corporation as Owner, in the penal sum of _____

Five Percent (5%) of the Total Amount Bid _____ Dollar(s)

6,476,000⁰⁰
(\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns, which represents five percent (5%) of the Principal's Total Base Bid.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Casper, Wyoming, a certain BID, whereby it has offered to enter into an Agreement in writing with Owner, for Sam H. Hobbs WWTP Secondary Treatment Facilities Rehabilitation, Phase 2, Project No. 23-002.

NOW, THEREFORE,

- A. If said BID shall be rejected; or,
- B. If said BID shall be accepted and the Principal shall execute and deliver the Agreement to Owner within thirty (30) days after Notice of Award (which shall constitute presentation of the Agreement to the Principal for the purpose of execution) and shall furnish Guarantors as provided in the Bidding Documents for this Project for Principal's faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall otherwise proceed with the performance of said Agreement, then this obligation shall be void, otherwise the same shall remain in full force and effect and Owner may proceed against the BOND. It is expressly understood and agreed, however, that the liability of Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID, to a maximum of ninety (90) days after its submission to Owner; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this 2nd day of June, 2023.

Attest:

Principal (Corporation, Partnership, Individual)
Myers & Sons Construction, LLC

Secretary or Authorized Witness

By: _____
(Authorized Representative)

(Seal)



Troy Peake
(Print or Type Name)

45 Morrison Ave
Address
Sacramento, CA 95838

State of _____)
) ss.
County of _____)

The foregoing Bid Bond was executed before me by _____, on behalf of _____, this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Nationwide Mutual Insurance Company
Surety

BY: _____
Attorney-in-Fact for Surety S. Nicole Evans



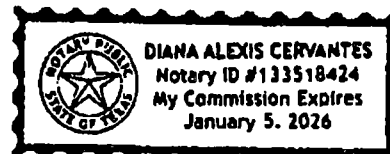
One West Nationwide Blvd., Frap Solutions
Address
Columbus, OH 43215

State of Texas)
) ss.
County of Dallas)

The foregoing Bid Bond was executed before me by S. Nicole Evans who represented that he/she was the Attorney-in-Fact for the above named Surety, this 2nd day of June, 2023.

Diana Alexis Cervantes
Notary Public Diana Alexis Cervantes

My Commission Expires: January 5, 2026



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento

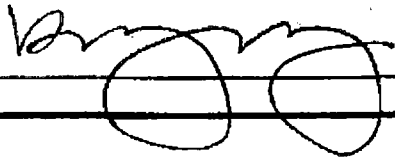
On June 5th, 2023 before me, Bryn Maguire, Notary Public
(insert name and title of the officer)

personally appeared Troy J. Peake
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

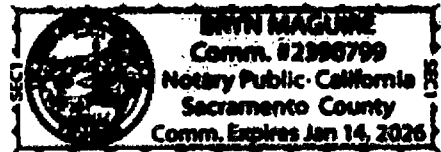
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

S. NICOLE EVANS, DIANA CERVANTES, STEPHANIE GUNDERSON

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02406270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner, that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of June, 2023

Assistant Secretary

BID SCHEDULE
SAM H. HOBBS WWTP SECONDARY TREATMENT FACILITIES REHABILITATION, PHASE 2
 Project No. 23-002

COMPANY NAME: Myers & Sons Construction LLC
 ADDRESS: 45 Morrison Ave. Sacramento, CA 95838

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

LS = Lump Sum R&R = Remove and Replace
 SY = Square Yard FA = Force Account

LF = Linear Feet
 CY = Cubic Yard

F&I = Furnish and Install
 EA = Each

BASE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	TOTAL COST
1	Work Item No. 1 - Return Activated Sludge Pump Station (RAS PS). Remove and replace piping, valves, flowmeters, and appurtenances as noted on Drawings, including provision and operation of Bypass System No. 1 and RAS Bypass System.	LS	1	3,757,000 ⁰⁰	3,757,000 ⁰⁰
2	Work Item No. 2 - Removal and replacement of 36-inch and 48-inch Mixed Liquor Piping and replacement of four (4) 36-inch isolation valves, all located in the Secondary Gallery as shown on the Drawings, including provision and operation of Bypass System No. 2.	LS	1	1,731,000 ⁰⁰	1,731,000 ⁰⁰

ALTERNATE BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST (in numerals)	TOTAL COST
A-1	Alternate Work Item No. 2 - Lining of 36-inch and 48-inch Mixed Liquor Piping as specified and removal/replacement of four (4) 36-inch isolation valves, all located in the Secondary Gallery as shown on the Drawings, including provision and operation of Bypass System No. 2.	LS	1	988,000 ⁰⁰	988,000 ⁰⁰

Bid Tabulation - Sam H. Hobbs Waste Water Treatment Plant (WWTP) Secondary Treatment Facilities Rehabilitation, Phase 2 (#8472822)

Owner: Casper WY, City of

Solicitor: Jacobs Engineering Group, Inc.

06/06/2023 09:00 AM MDT

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Kenny Electric		Myers and Sons Construction	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	1	Work Item No. 1	LS	1	\$1,836,200.00	\$1,836,200.00	\$51,995.00	\$51,995.00	\$3,757,000.00	\$3,757,000.00
2	2	Work Item No. 2	LS	1	\$1,164,800.00	\$1,164,800.00	\$0.00	\$0.00	\$1,731,000.00	\$1,731,000.00
						\$1,055,400.00		\$51,995.00		\$988,000.00
A-1	A-1	Alternate Work Item No. 2	LS	1	\$1,055,400.00	\$1,055,400.00	\$51,995.00	\$51,995.00	\$988,000.00	\$988,000.00
						\$3,001,000.00		\$51,995.00		\$5,488,000.00

RESOLUTION NO. 23-136

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MYERS & SONS CONSTRUCTION, LP, FOR THE SAM H. HOBBS WASTEWATER TREATMENT PLANT SECONDARY TREATMENT REHABILITATION, PHASE 2, PROJECT NO. 23-002.

WHEREAS, the City of Casper desires to construct improvements for the secondary treatment system at the Sam H. Hobbs Wastewater Treatment Plant (WWTP); and,

WHEREAS, Myers & Sons Construction, LP (Myers) is able and willing to provide those services specified as the Sam H. Hobbs Wastewater Treatment Plant Secondary Treatment Rehabilitation, Phase 2, Project No. 23-002; and,

WHEREAS, it would be in the best interest of the City to expedite changes by allowing the City Manager to sign change orders affecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Myers, for those services, in the amount of Nine Hundred Ninety-Eight Thousand and 00/100 Dollars (\$998,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Nine Hundred Ninety-Eight Thousand and 00/100 Dollars (\$998,000.00), and Seventy Thousand and 00/100 Dollars (\$70,000.00) for a construction contingency account, for a total price of One Million Sixty-Eight Thousand and 00/100 Dollars (\$1,068,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000.00), and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:
(Sam H. Hobbs Wastewater Treatment Plant Secondary
Treatment Rehabilitation, Phase 2, Project No. 23-002)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

June 6, 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 an Improvements Contract relating to Chinook Trail
Improvements

Meeting Type & Date:

July 5, 2023
Council Meeting

Action Type:

Resolution

Recommendation:

That Council, by Resolution, authorize an Improvements Contract with the property owners at 5000 Chinook Trail Road, Casper, WY 82602.

Summary:

The property owners at 5000 Chinook Trail Road have expressed interest in participating in the costs for the Chinook Trail Improvements. The property at 5000 Chinook Trail is outside of City limits and within Natrona County. Therefore, participation in the City LAD is not possible and requires an outside Improvements Contract.

The average assessment of the property owners' part of the LAD is estimated to be \$6,500.00. This contract will accommodate the request of participation provided the LAD is created after the 3rd public hearing. If the LAD isn't created, the contract will be null and void.

The property owner will be given the same chance to attend the three (3) public hearings as the owners inside the LAD. 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 with the Improvements Contract going into effect.

The City will make the improvements with its own equipment, labor and materials.

Oversight/Project Responsibility

Mark Harris, P.E., Associate Engineer II

Attachments

Resolution
Improvements Contract

IMPROVEMENTS CONTRACT

THIS IMPROVEMENTS CONTRACT (“**Contract**”) is entered into on this _____ day of _____, 2023, between the City of Casper (“**City**”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, and Scott Wells and Thea Wells (the “**Wells**”), husband and wife, 5000 Chinook Trail, Casper Wyoming 82604-5215. Throughout this document, City, Scott Wells and Thea Wells may be individually called a “**Party**” or collectively called the “**Parties.**”

RECITALS

1. The City is engaged in creating a Local Assessment District for Chinook Trail in Casper, Wyoming, specifically LAD 160 (“**LAD**”), all subject to City Council approval.
2. The Wells, the residents at 5000 Chinook Trail, Casper, Wyoming 82604-5215 is not within the boundaries of the City of Casper, Wyoming; but their property is adjacent to Chinook Trail.
3. In the spirit of helping their neighbors pave Chinook Trail, and because it benefits their property to have a paved access up to their property line, the Wells have agreed to contribute funding toward the LAD if it is approved by the City Council. However, the Wells do not want the paving to continue across their property; so, the paving will stop at their property line.
4. The average assessment cost for each lot along the LAD is estimated to be Six Thousand, Six Hundred and Fifty Dollars (\$6,650.00), and the Wells have agreed to contribute the same amount toward funding the LAD.
5. The Wells will be given the same chance to attend the three (3) public hearings for the LAD as the property owners inside the LAD.
6. If the LAD is not approved by City Council, this Contract will be void.

NOW, THEREFORE, the Parties agree:

1. Incorporation of Recitals. The recitals above are incorporated at this point as if fully set forth as part of this Contract.
2. Purpose. This Contract establishes the scope of work, location, extents, and payment contribution terms related to the improvements described.

3. Scope of work.

A. The parties to this Contract understand the improvements include the reconditioning of existing sub-base aggregate base course, and installation of a plant mix bituminous base, tack coat, all as further described in the LAD. The character, kind, and extent of the asphaltic concrete pavement improvements shall be as described in Section 3. B. of this Contract.

B. All improvements shall be performed under approved City Standards (City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements, January 2006, or most recent addition, and 2016 Standard Specification Drawings, or most recent addition). 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.

4. Location and extents. The location and extent of the paving is in the documentation on record in the LAD, more generally shown on the map attached as Exhibit A to this Contract, dated 3/24/2023, and made a part of this Contract.

5. Contribution. The Wells agrees to pay Six Thousand, Six Hundred and Fifty Dollars (\$6,650) to the City of Casper as his contribution to help fund the LAD.

6. Payment Contribution Terms. Payments from Scott Wells shall be made by either a lump sum payment or by scheduled payment based on a 10-year term at 3% annual compound interest. All payments shall be made to the City of Casper, 200 North David Street, Casper, Wyoming, 82601.

Assessment Liens. Until the Six Thousand, Six Hundred and Fifty Dollars (\$6,650.00) is paid in full, the unpaid amount shall attach to Scott Wells property as a lien. The legal description for the property at 5000 Chinook Trail Road, Casper, Wyoming, 82604-5215, is set forth on Exhibit "A". Exhibit A, which is hereby made a part of this Contract.

7. Maintenance. The maintenance of the proposed improvements, after their acceptance by the City, on the streets shall be performed by the City.

8. Contract Term. The term of this Contract shall commence on the date above and shall remain in full force and effect until terminated.

9. Liability. The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-1010 *et seq.*, and the City specifically reserved the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

10. Recording. This Contract shall be recorded by the City in the Office of the Natrona County Clerk at its sole cost and expense.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW.]

City's Signature Page

Approved as to Form



ATTEST

CITY OF CASPER, WYOMING,
A municipal corporation,

Fleur Tremel
City Clerk

Bruce K. Knell
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Bruce K. Knell, as Mayor of the City of Casper, Wyoming.

(Signature of notarial officer)

My Commission Expires: _____

Signature Page for Scott Wells and Thea Wells

Scott Wells

Thea Wells

Property Owner

Property Owner

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Scott Wells, as the property owner at 5000 Chinook Trail Road, Casper, Wyoming 82604-5215

(Signature of notarial officer)

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Thea Wells, as the property owner at 5000 Chinook Trail Road, Casper, Wyoming 82604-5215

(Signature of notarial officer)

EXHIBIT "A"

A PARCEL OF LAND IN THE E $\frac{1}{2}$ NW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE 6TH P.M., NATRONA COUNTY, WYOMING, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF REPLATTED LOT 1 OF THE CARMAN ADDITION TO THE CITY OF CASPER, MONUMENTED BY A BRASS CAP; THENCE S.61°49'00"E., A DISTANCE OF 63.73 FEET TO THE NORTHEAST CORNER OF THE PARCEL, BEING MONUMENTED BY AN ALUMINUM CAP AND BEING THE POINT OF BEGINNING; THENCE S.00°08'14"E., A DISTANCE OF 256.47 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, BEING MONUMENTED BY AN ALUMINUM CAP; THENCE S.89°28'10"W., A DISTANCE OF 440.17 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.25°25'35"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 10.74 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.47°38'33"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 56.57 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.51°23'31"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 42.58 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE S.88°49'46"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 31.86 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.42°36'02"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 27.81 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.88°53'54"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 51.53 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.45°14'27"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 35.15 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.06°47'31"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 47.26 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.47°23'18"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 34.33 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE S.86°03'01"W., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 98.00 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.46°05'54"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 49.49 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.07°38'48"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 14.40 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.22°39'02"E., ALONG THE CENTER OF GARDEN CREEK, A DISTANCE OF 23.62 FEET TO A POINT LOCATED IN THE CENTER OF GARDEN CREEK; THENCE N.89°18'24"E., A DISTANCE OF 555.09 FEET TO THE POINT OF BEGINNING.

RESOLUTION NO. 23-137

A RESOLUTION ENTERING INTO AN IMPROVEMENTS
CONTRACT WITH SCOTT WELLS AND THEA WELLS.

WHEREAS, the City Council of the City of Casper, herein called the "Council" and the "City" respectively is in the process of establishing a local assessment district (LAD); and,

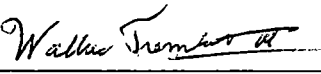
WHEREAS, Scott Wells and Thea Wells of 5000 Chinook Trail Road, Casper, Wyoming, want to support LAD No. 160 by means of an Improvements Contract.

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, an Improvements Contract between the City of Casper, Wyoming and Scott Wells and Thea Wells.

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

June 9, 2023

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

FROM: Andrew Beamer, P.E., Public Services Director *AB*
Bruce Martin, Public Utilities Director
Alex Sveda, P.E., City Engineer *AS*
Steven Stolte, E.I.T., Associate Engineer I

SUBJECT: Authorizing an Agreement with Treto Construction, LLC, in the amount of \$2,481,335.00, for the Westridge Improvements Phase 1, Project No. 21-065.

Meeting Type & Date:
Regular Council Meeting
July 5, 2023

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an Agreement with Treto Construction, LLC (Treto), in the amount of \$2,481,335.00 for the Westridge Improvements Phase 1, Project No. 21-065. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$118,665.00, for a total project amount of \$2,600,000.00.

Summary:
On June 8, 2023, the City of Casper received two (2) bids for the Westridge Improvements Phase 1, Project No. 21-065. Phase 1 includes Westridge Circle, Westridge Terrace, Westridge Drive, Westridge Lane, and Westwood Hill. The bids received are as follows:

Contractor	Location	Base Bid
Treto	Mills, Wyoming	\$2,481,335.00
Knife River Construction	Casper, Wyoming	\$3,400,813.25

The project includes full-depth street reconstruction, concrete curbwalk reconstruction, removal and replacement of 2425 feet of water main, 430 feet of sanitary sewer main, 5 sanitary sewer manholes, and 40 feet of storm sewer lateral piping. Construction of the improvements is to be substantially completed by August 2, 2024.

Financial Considerations

Funding for this project will be from the following combination:

1. Optional One Percent #16 Funds for Streets in the amount of \$1,433,695.00
2. Optional One Percent #16 Funds for Water in the amount of \$449,445.00

3. Optional One Percent #16 Funds for Sanitary Sewer in the amount of \$203,330.00
4. Westridge Local Assessment District No. 159 in the amount of \$513,530.00

Oversight/Project Responsibility

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

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Treto Construction, LLC, 5251 Gladstone Street, Casper, Wyoming 82609, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to install new waterline, repair the streets and curbwalk for the Westridge area; and,

WHEREAS, Treto Construction, LLC, is able and willing to provide those services specified as the **Westridge Improvements Phase 1, Project No. 21-065**.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

3.1 The Work will be substantially completed by **August 2, 2024**, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by **August 30, 2024**. Substantial Completion will be granted once all Work required to make the project operational for its intended use including all piping, erosion control, concrete work, grading, and seeding. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.

3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration

proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner **One Thousand Dollars (\$1,000)** for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of **Two Million Four Hundred Eighty-One Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$2,481,335.00)**, subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to accountspayable@casperwy.gov **AND** the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's

general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA-7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 to BF-4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS-1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of Seven (7) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

WESTRIDGE IMPROVEMENTS PHASE 1, PROJECT No. 21-065

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2023.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:

Treto Construction, LLC

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
Westridge Improvements Phase 1, Project No. 21-065

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **August 2, 2024** and completed and ready for final payment not later than **August 30, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>01</u>	Dated <u>06/02/2023</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 2,481,335.00

TOTAL BASE BID, IN WORDS: Two million four hundred eighty one thousand three hundred thirty five and zero cents----- DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

A. Required Bid Guaranty in the form of a Bid Bond (unless otherwise provided by the City).

B. Itemized Bid Schedule.

C. Copy of Certificate of Residency, if bidding as a resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Treto Construction, LLC
P.O. Box 50610
Casper, WY 82605

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 8, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

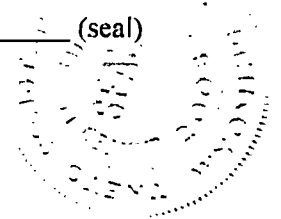
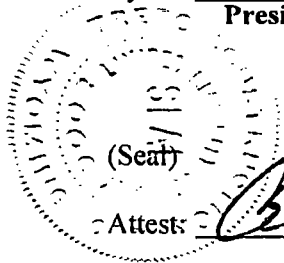
By: Treto Construction, LLC (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming

(State of Incorporation or Organization)

By: German G. Treto (seal)
President

(Title)



Attest: Christina Treto

Business Address: P.O. Box 50610
Casper, WY 82605

Phone Number: 307-234-8836

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

WESTRIDGE IMPROVEMENTS - PHASE 1

Section Title
 Base Bid

Line Item	Item Code	Item Description	UofM	Quantity	Treto Construction, LLC	
					Unit Price	Extension
						\$2,481,335.00
1	1	MOBILIZATION	LS	1	\$150,000.00	\$150,000.00
2	2	MISCELLANEOUS FORCE ACCOUNT	FA	10000	\$1.00	\$10,000.00
3	3	RESIDENT & BUSINESS COMMUNICATION PLAN	LS	1	\$10,000.00	\$10,000.00
4	4	4" PLANT MIX PAVEMENT	SY	13250	\$50.00	\$662,500.00
5	5	6" CRUSHED BASE	SY	13250	\$14.00	\$185,500.00
6	6	GEOTEXTILE SEPARATION FABRIC	SY	13250	\$5.00	\$66,250.00
7	7	4"/8" ASPHALT PATCH	SY	250	\$60.00	\$15,000.00
8	8	REMOVE EXISTING SURFACING	SY	13250	\$10.00	\$132,500.00
9	9	SELECT BACKFILL	CY	2690	\$34.00	\$91,460.00
10	10	R&R CURBALK	LF	8415	\$52.00	\$437,580.00
11	11	R&R ALLEY APPROACH	LF	20	\$65.00	\$1,300.00
12	12	R&R CONCRETE FLAT WORK	SF	3655	\$9.00	\$32,895.00
13	13	R&R CURBALK WITH LANDSCAPE RETAINING WALL	LF	50	\$90.00	\$4,500.00
14	14	REMOVE AND REPLACE VALLEY PAN	SY	70	\$110.00	\$7,700.00
15	15	8" PVC WATER	LF	2425	\$50.00	\$121,250.00
16	16	8" GATE VALVE	EA	7	\$3,500.00	\$24,500.00
17	17	8" FITTING	EA	12	\$1,200.00	\$14,400.00
18	18	CONNECT TO EXISTING WATER	EA	6	\$5,000.00	\$30,000.00
19	19	RECONNECT 3/4" COPPER SERVICE	EA	65	\$1,000.00	\$65,000.00
20	20	R&R 4" WATER SERVICE & GATE VALVE	EA	1	\$6,000.00	\$6,000.00
21	21	R&R WATER SERVICE	EA	30	\$2,000.00	\$60,000.00
22	22	FIRE HYDRANT ASSEMBLY	EA	4	\$11,500.00	\$46,000.00
23	23	FIRE HYDRANT ASSEMBLY NO VALVE	EA	1	\$10,000.00	\$10,000.00
24	24	ABANDON EX FIRE HYDRANT	EA	2	\$500.00	\$1,000.00
25	25	PROTECTION BOLLARD	EA	4	\$400.00	\$1,600.00
26	26	INSTALL 8" PVC SANITARY	LF	430	\$35.00	\$15,050.00
27	27	R&R 4" SANITARY SEWER SERVICE	LF	975	\$30.00	\$29,250.00
28	28	REMOVE AND CAP EX 4" SEWER SERVICE	EA	1	\$2,000.00	\$2,000.00
29	29	R&R SANITARY MANHOLE	EA	5	\$10,500.00	\$52,500.00
30	30	INSTALL SANITARY MANHOLE	EA	3	\$9,000.00	\$27,000.00
31	31	ABANDON EXISTING MANHOLE	EA	2	\$5,000.00	\$10,000.00
32	32	R&R SANITARY MANHOLE CONE SECTION	EA	5	\$2,000.00	\$10,000.00
33	33	CONNECT TO EXISTING SANITARY	EA	4	\$3,000.00	\$12,000.00
34	34	LOCATE & REROUTE EX 4" SANITARY SERVICE	EA	4	\$2,000.00	\$8,000.00
35	35	POWER POLE GUY WIRE RELOCATION	LS	1	\$5,000.00	\$5,000.00
36	36	UNCLASSIFIED MATERIAL IMPORT	CY	100	\$60.00	\$6,000.00
37	37	REMOVE & REPLACE CATCH BASIN	EA	3	\$4,500.00	\$13,500.00
38	38	R&R 18" PVC STORM	LF	40	\$140.00	\$5,600.00
39	39	LANDSCAPING	LS	1	\$20,000.00	\$20,000.00
40	40	SWPPP IMPLEMENTATION AND MAINTENANCE	LS	1	\$6,000.00	\$6,000.00
41	41	FLOWFILL	CY	50	\$250.00	\$12,500.00
42	42	CONTRACTOR ASPHALT & BASE TESTING	LS	1	\$35,000.00	\$35,000.00
43	43	TEMPORARY TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
						\$2,481,335.00

Base Bid Total:



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

June 9, 2023

Mr. Steven Stolte, E.I.T.
Associate Engineer I
City of Casper
200 N. David St.
Casper, WY 82601
Submitted via email: sstolte@casperwy.gov

RE: Westridge Improvements Phase 1 - Award Recommendation

Mr. Stolte:

On June 8, 2023 bids were received from Treto Construction, LLC, and Knife River, Inc. The Total Base Bids from Treto Construction and Knife River, Inc were \$2,481,335.00 and \$3,400,813.25, respectively. We have reviewed the Bid Tabulations and find them mathematically correct and inclusive of all bid requirements.

The costs for bid items associated with the Local Assessment District (LAD) are less than what was presented in the LAD Formation process. This will result in a cost savings to the residents of the LAD from what was originally presented to them.

We recommend awarding the Contract to Treto Construction for their bid amount of \$2,481,335.00.

Please contact me with any questions.

Sincerely,
WLC Engineering and Surveying

A handwritten signature in black ink that reads 'Shane M. Porter'.

Shane M. Porter, PE
Project Manager

Cc: Alex Sveda, City Engineer

CHEYENNE

RAWLINS

DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

RESOLUTION NO. 23-138

A RESOLUTION AUTHORIZING AN AGREEMENT WITH TRETO CONSTRUCTION, LLC, FOR THE WESTRIDGE IMPROVMENTS PHASE 1, PROJECT NO. 21-065.

WHEREAS, the City of Casper desires to reconstruct streets and curbside and install new waterline, sanitary sewer and storm sewer for the Westridge Improvements Phase 1 project; and,

WHEREAS, Treto Construction, LLC, (Treto) is able and willing to provide those professional services.


NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Treto in the amount of Two Million Four Hundred Eighty-One Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$2,481,335.00) for services more specifically delineated in the Agreement.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Million Four Hundred Eighty-One Thousand Three Hundred Thirty-Five and 00/100 Dollars (\$2,481,335.00) and One Hundred Eighteen Thousand Six Hundred Sixty-Five and 00/100 Dollars (\$118,665.00) for a construction contingency account, for a total project amount of Two Million Six Hundred Thousand and 00/100 Dollars (\$2,600,000.00)

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000), 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 Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Bruce Knell
Mayor

June 21, 2023

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

FROM: Cindie Langston, Acting Public Services Director *CL*
Alex Sveda, P.E., City Engineer *AS*
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Pinnacle Construction, Inc., in the Amount of \$424,880.00 for the Fire Station No. 3 Roof Replacement, Project No. 19-034.

Meeting Type & Date
Regular Council Meeting
July 5, 2023

Action type
Resolution

Recommendation

That Council, by resolution, authorize an Agreement with Pinnacle Construction, Inc. (Pinnacle), in the amount of \$424,880.00, for the Fire Station No. 3 Roof Replacement, Project No. 19-034. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$20,000.00, for a total project amount of \$444,880.00.

Summary

On Wednesday, June 7, 2023, one (1) bid was received for the Fire Station No. 3 Roof Replacement, Project No. 19-034. The base bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Pinnacle	Casper, WY	\$424,880.00

The project consists of the removal and replacement of the existing architectural steel panel roofing system, vented ridge cap, gutters, downspouts, metal caps, coping, curbs, eave cleats, and skylight covers at Casper Fire Station No. 3. The existing roofing system has developed a number of leaks due to its installation and is no longer under warranty. The new architectural steel panel roofing system will carry a 20-year finish warranty and a 20-year waterproofing warranty. The estimate prepared by the City Engineering Division was \$499,750.00. Work is scheduled to be completed by October 20, 2023.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. As the only bid was received from an in-state Contractor, no bid preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Capital Reserves fund allocated to the replacement of the Fire Station No. 3 Roof.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Pinnacle Construction, Inc., 4020 Somerset Circle, Casper, Wyoming 82609, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to remove and replace the existing architectural steel panel roofing system, vented ridge cap, gutters, downspouts, metal caps, coping, curbs, eave cleats, and skylight covers at Casper Fire-EMS Station No. 3, 2140 East 12th Street, Casper, Wyoming 82601; and,

WHEREAS, Pinnacle Construction, Inc., is able and willing to provide those services specified as the Fire Station No. 3 Roof Replacement, Project No. 19-034.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

The Contractor shall perform all the work required by the Contract Documents, and also submit a comprehensive traffic plan when streets or utilities are part of the project, together hereinafter referred to as the "**Work**." No open excavations shall remain overnight.

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by October 20, 2023, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by November 3, 2023. Substantial Completion will be granted once the roof, skylight covers, and all roof accessories are installed and in working order and the project site is returned to full normal operating conditions. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Four Hundred Twenty-Four Thousand Eight Hundred Eighty Dollars (\$424,880.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF – 1 of 4 through BF – 4 of 4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS – 1 of 1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

5.1 Progress Payments. The Contractor's Applications for Payment, as recommended by the Engineer, shall be submitted to accountspayable@casperwy.gov **AND** the City engineering staff on or before the 25th day of each month during construction, and the Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Section 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Conditions.

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's

general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

Pursuant to Wyoming Statutes Section 16-6-701 et seq., withheld percentages for Contracts exceeding Fifty Thousand and 00/100 Dollars (\$50,000.00) will be retained in an account in the name of the Contractor (except when specifically waived in writing by the Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Wyoming Statutes Section 16-6-704. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Wyoming Statutes Section 16-6-701 et seq., whether the depository is designated by the Contractor or by the Owner.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA- 7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF – 1 of 4 to BF – 4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS – 1 of 1, inclusive).
- 8.5 Addenda No. (1).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of fifteen (15) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Fire Station No. 3 Roof Replacement, Project No. 19-034

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2023.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:

Wallace Tremel

ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:

Pinnacle Construction, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
Fire Station No. 3 Roof Replacement
Project No. 19-034

THIS BID SUBMITTED TO: City of Casper
200 North David Street
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **October 20, 2023** and completed and ready for final payment not later than **November 3, 2023**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>1</u>	Dated <u>5/30/23</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 424,880.00

TOTAL BASE BID, IN WORDS: Four Hundred Twenty-Four Thousand Eight Hundred Eighty DOLLARS.

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

Address of Bidder: Pinnacle Construction, Inc.
4020 Somerset Circle
Casper, WY 82609

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on June 7th, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)


Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY


By: Pinnacle Construction, Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By:  (seal)

OWNER
(Title)

(Seal)

Attest: 

Business Address: Pinnacle Construction, Inc.
4020 Somerset Circle
Casper, WY 82609

Phone Number: 307-689-0619

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.)

Fire Station No. 3 Roof Replacement, Project No. 19-034 (#8506556)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 06/07/2023 11:00 AM MDT

EXHIBIT "B" - Bid Schedule

Base Bid				Pinnacle Construcution, Inc.	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Mobilization and Bonding	LS	1	\$18,500.00	\$18,500.00
2	R&R Fire Station No. 3 Architectural Steel Panel Roofing Systeme	LS	1	\$390,000.00	\$390,000.00
3	R&R 14" Tubular Skylight Cover	Ea	7	\$465.00	\$3,255.00
4	R&R 21" Tubular Skylight Cover	Ea	15	\$875.00	\$13,125.00
Base Bid Total:					\$424,880.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for the

**FIRE STATION NO. 3 ROOF REPLACEMENT
PROJECT NO. 19-034**

by

**CITY OF CASPER
200 N. David
Casper, Wyoming 82601**

ADDENDUM DATE: May 30, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Technician

**ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)**

Pinnacle Construction, Inc.

Firm



By: Signature

Owner

Title

May 30, 2023

Date Received

RESOLUTION NO. 23-139

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PINNACLE CONSTRUCTION, INC., FOR THE FIRE STATION NO. 3 ROOF REPLACEMENT, PROJECT NO. 19-034.

WHEREAS, the City of Casper desires to remove and replace the existing architectural steel panel roofing system, vented ridge cap, gutters, downspouts, metal caps, coping, curbs, eave cleats, and skylight covers at Casper Fire-EMS Station No. 3, 2140 East 12th Street, Casper, Wyoming 82601; and,

WHEREAS, Pinnacle Construction, Inc., is able and willing to provide those services specified as the Fire Station No. 3 Roof Replacement, Project No. 19-034; and,

WHEREAS, it would be in the best interest of the City to expedite changes in the project by allowing the City Manager to sign change orders effecting time extensions of no more than thirty (30) days, dollar amount changes no greater than Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

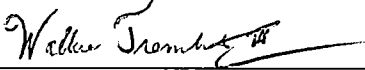
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Pinnacle Construction, Inc., for those services, in the amount of Four Hundred Twenty-Four Thousand Eight Hundred Eighty Dollars (\$424,880.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Four Hundred Twenty-Four Thousand Eight Hundred Eighty Dollars (\$424,880.00), and Fifty Thousand Dollars (\$50,000.00) for a construction contingency account, for a total project amount not to exceed Four Hundred Seventy-Four Thousand Eight Hundred Eighty Dollars (\$474,880.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above described Agreement not greater than the sum of Thirty-Five Thousand Dollars (\$35,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:
(Fire Station No. 3 Roof Replacement, Project No. 19-034)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

June 19, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Interim Public Services Director 
Bruce Martin, Public Utilities Manager
Megan Lockwood, WWTP Manager

SUBJECT: Authorizing a Procurement of Goods Agreement with Z&M Enterprise, LLC, Newport, Washington, in the amount of \$74,377, for UV Disinfection System components for use at the Sam H. Hobbs Wastewater Treatment Plant.

Meeting Type & Date

July 5, 2023 Regular Meeting

Action Type

Approval

Recommendation

That the City Manager authorize a Procurement of Goods Agreement with Z&M Enterprise, LLC, Newport, Washington, in the amount of \$74,377, for UV Disinfection System components for use at the Sam H. Hobbs Wastewater Treatment Plant.

Summary

The UV system is used to disinfect the wastewater treatment plant secondary effluent prior to discharge into the North Platte River as required by the Wyoming DEQ discharge permit. The system, put online in 2007, consists of approximately 300 UV lamps contained in quartz sleeves. The lamps and sleeves are due for replacement per manufacturer specifications. Additionally, 35 ballasts will be purchased to replace existing ballasts that are failing. Overall, these critical replacements will improve the efficiency and extend the life of the system.

Quotes for the system components were obtained from five vendors; however, three quotes provided did not meet specifications and were rejected. The quotes received that meet specifications are as follows:

<u>Vendor</u>	<u>Amount</u>
Z&M Enterprise, LLC	\$74,377.00
Trojan Technologies	\$175,385.09

Financial Considerations

Funds for the Project, \$74,377 will be from the FY23 Wastewater Fund Budget.

Oversight/Project Responsibility

Megan Lockwood, WWTP Manager

Attachments

Resolution

Purchase Agreement with Exhibit "A"

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement ("**Agreement**"), dated as of July 5, 2023, is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 North David Street, Casper, Wyoming 82601 ("**Buyer**") and Z & M Enterprise, LLC, a Washington Foreign Limited-Liability Company with offices located at 209 South Washington Avenue, Newport, Washington 99156 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**").

RECITALS

WHEREAS, Seller is in the business of selling ultraviolet light disinfection equipment components; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Sale of Goods. Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit A (the "**Goods**"), as modified, hereto attached and made part of the Agreement, in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. Delivery Date. Seller shall deliver the Goods no later than six weeks from the date of order in the quantities and on the date(s) specified in Exhibit A, as modified, hereto attached and made part of the Agreement, or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. Quantity. Seller shall deliver the quantities of the Goods specified in Exhibit A, as modified, hereto attached and made part of the Agreement. If Seller delivers more or less than the quantity of Goods specified in Exhibit A, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. Delivery Location. All Goods shall be delivered to 2400 Bryan Evansville Road, Casper, Wyoming 82609 (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. Shipping Terms. Delivery shall be made Delivered Duty Paid (DDP) Delivery Location, Incoterms® 2010, in accordance with this Agreement. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to

release the Goods to Buyer within two business day[s] after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the air waybill/bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit A, as it may be modified from time to time by agreement of the Parties (the "**Price**"). The Price includes all packaging, transportation costs (subject to adjusted freight charges) to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

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

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

12. Warranties. Seller warrants to Buyer that for a period of twelve months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of

or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

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

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

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

16. Insurance. Before commencing with work under this Agreement, and for a period of 90 days after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than 14 days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data,

business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer:

City of Casper
200 N. David St.
Casper, WY 82601
Telephone: 307-235-8479

Notice to Seller:

Z&M Enterprise, LLC
209 S. Washington Ave.
Newport, WA 99156

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated

to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such

action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

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

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

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

APPROVED AS TO FORM

Walter Tremblay

ATTEST

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

WITNESS

SELLER
Z&M Enterprise, LLC

By: Christy Zeason
Printed Name: Christy Zeason
Title: Sales Associate

By: Robert Merillat
Printed Name: Robert Merillat
Title: General Manager

EXHIBIT "A"



Date May 9, 2023

City of Casper, WY WWTP

Megan Lockwood
2400 Bryan Evansville Road
200 N. David St./ 82601
Casper, WY 82609
U.S.A.

QUOTE # CASPER-WY-6-2

Please review the quote:

Line	Qty	Part #	Description	USD Price	Ext. Price
1	35	917067-R	Rebuilt Trojan OEM ballast #917067	\$675.00	\$23,625.00
2	1	010301	Trojan OEM Vent Screw #010301	\$5.00	\$5.00
3	1	901507	Trojan OEM Acticlean - 1 gallon #901507	\$210.00	\$210.00
4	1	005066	Trojan OEM grease #005066	\$37.00	\$37.00
5	300	1605	GIA1570T6LCA/2S13/CB-021 - Trojan 3000Plus Lamps Replacement	\$117.00	\$35,100.00
6	300	1625	Quartz Sleeve Flared	\$47.00	\$14,100.00
7	300	1658	Quartz O-Ring	\$2.00	\$600.00
8	1	FREIGHT	ALL FREIGHT	\$700.00	\$700.00
				Total	\$74,377.00

~~Payment Terms: Net 30 days for approved credit.~~

~~Shipping Terms: FOB Newport, WA~~

Quote is valid for 90 days

Delivery: 4 to 6 weeks. Due to Covid-19, delivery times may vary.

Sincerely,

Christine Zeason

Christine Zeason
Sales Team

209 S. WASHINGTON AVE. NEWPORT WA 99156

TEL: (725) 377-8660

RESOLUTION NO. 23-140

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT WITH Z&M ENTERPRISE, LLC, FOR UV DISINFECTION SYSTEM COMPONENTS FOR USE AT THE SAM H. HOBBS WASTEWATER TREATMENT PLANT.

WHEREAS, the City has need for the furnishing of UV disinfection system components for use at the Wastewater Treatment Plant to provide service; and,

WHEREAS, the vendor represents that it is ready, willing, and able to provide the components as required by an agreement between the vendor and the City; and,

WHEREAS, the City desires to retain the vendor for furnishing the components.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Procurement of Goods Agreement with Z&M Enterprise, LLC, 209 South Washington Avenue, Newport, Washington 99156, for the furnishing of UV disinfection system components.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Procurement of Goods Agreement in an amount not to exceed Seventy-Four Thousand Three Hundred Seventy-Seven Dollars (\$74,377.00).

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

June 19, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Cindie Langston, Interim Public Services Director 
Alex Sveda, P.E., City Engineer AS
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing Amendment No. 1 to the Revocable License Agreement for Installation of Protective Bollards with Natrona County.

Meeting Type & Date

July 5, 2023

Regular Council Meeting

Action type

Resolution

Recommendation

That Council, by resolution, authorize Amendment No. 1 to the Revocable License Agreement for Installation of Protective Bollards (Agreement) with Natrona County (County).

Summary

The City and the County entered into the Agreement on January 5, 2021, to allow the County to install protective bollards around the perimeter of the Townsend Justice Center. The bollards were intended to protect the facility from vehicles that could damage or injure individuals at the facility. The bollards were to be installed within the City of Casper's right-of-way along the sidewalk of North Center Street, and were to match the existing decorative street lighting. The County was to own and maintain the bollards once the construction was complete and accepted by City staff.

Per Article 13 of the Agreement, no modifications to the license may be made unless they are made in writing, signed by both parties, and approved by the City. In accordance with Article 13, the County requested to replace the protective bollards with security planters. The planters will still serve the intended security purpose, while being aesthetically pleasing and very similar to the planters at the northeast corner of North Center Street and East B Street. Each planter's dimensions are 48" long x 16" wide x 36" tall, with a total of 30 planters being installed while meeting all City and ADA spacing requirements. The county will be responsible for maintaining the security planters and will plant flowers in each unit.

Amendment No. 1 will allow security planters in lieu of protective bollards. No other terms of the Agreement shall be altered by Amendment No. 1.

Financial Considerations

N/A

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Amendment No. 1 to the Revocable License Agreement for Installation of Protective Bollards

Revised Exhibit "A"

Exhibit "B"

**AMENDMENT NO. 1 TO THE REVOCABLE LICENSE AGREEMENT FOR
INSTALLATION OF PROTECTIVE BOLLARDS (“AMENDMENT”)**

This Amendment to the Revocable License Agreement for Installation of Protective Bollards (“Amendment”) is entered into on this _____ day of June, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“Licensor”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. Natrona County, Wyoming (“Licensee”), 200 North Center Street, Casper, Wyoming 82601.

Throughout this document, the Licensor and the Licensee may be collectively referred to as the “parties.”

RECITALS

- A. On January 5, 2021, the Licensor and Licensee entered into a *Revocable License Agreement for Installation of Protective Bollards* (“Agreement”).
- B. The Licensee requested that the Licensor allow the Licensee to use security planters in place of the protective bollards because the planters will provide the intended security of the bollards and are more aesthetically pleasing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Agreement 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 THE FIRST PARAGRAPH OF THE AGREEMENT

The first paragraph of the Agreement which begins with “FOR AND IN CONSIDERATION” shall be deleted in its entirety and replaced with the following:

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00), the sufficiency of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming 82601, hereinafter called the "Licensor," HEREBY GRANTS A REVOCABLE LICENSE ("License") to NATRONA COUNTY, WYOMING, 200 N. Center Street, Casper, Wyoming 82601, hereinafter called the "Licensee," to construct, alter, operate, maintain, inspect, repair, replace, and remove security planters, herein called the "Facility," in accordance with and located upon the

following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Revised Exhibit "A" consisting of one (1) page, attached hereto and made a part of this Agreement)

The parties agree that security planters are an acceptable replacement for the protective bollards as set forth in the proposal from the Licensee to the Licensor dated May 10, 2023, attached hereto and marked as Exhibit "B". Exhibit "B" is hereby made part of this Amendment, and the Licensee shall perform all of the work described therein.

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

Bruce Knell

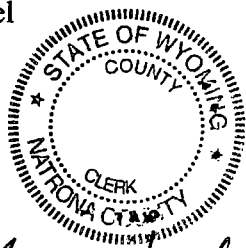
ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

WITNESS



LICENSEE
Natrona County, Wyoming

By: Tracy Good 6/29/23

By: [Signature] 6/29/23

Printed Name: Tracy Good

Printed Name: Steven K Freel

Title: Natrona County Clerk

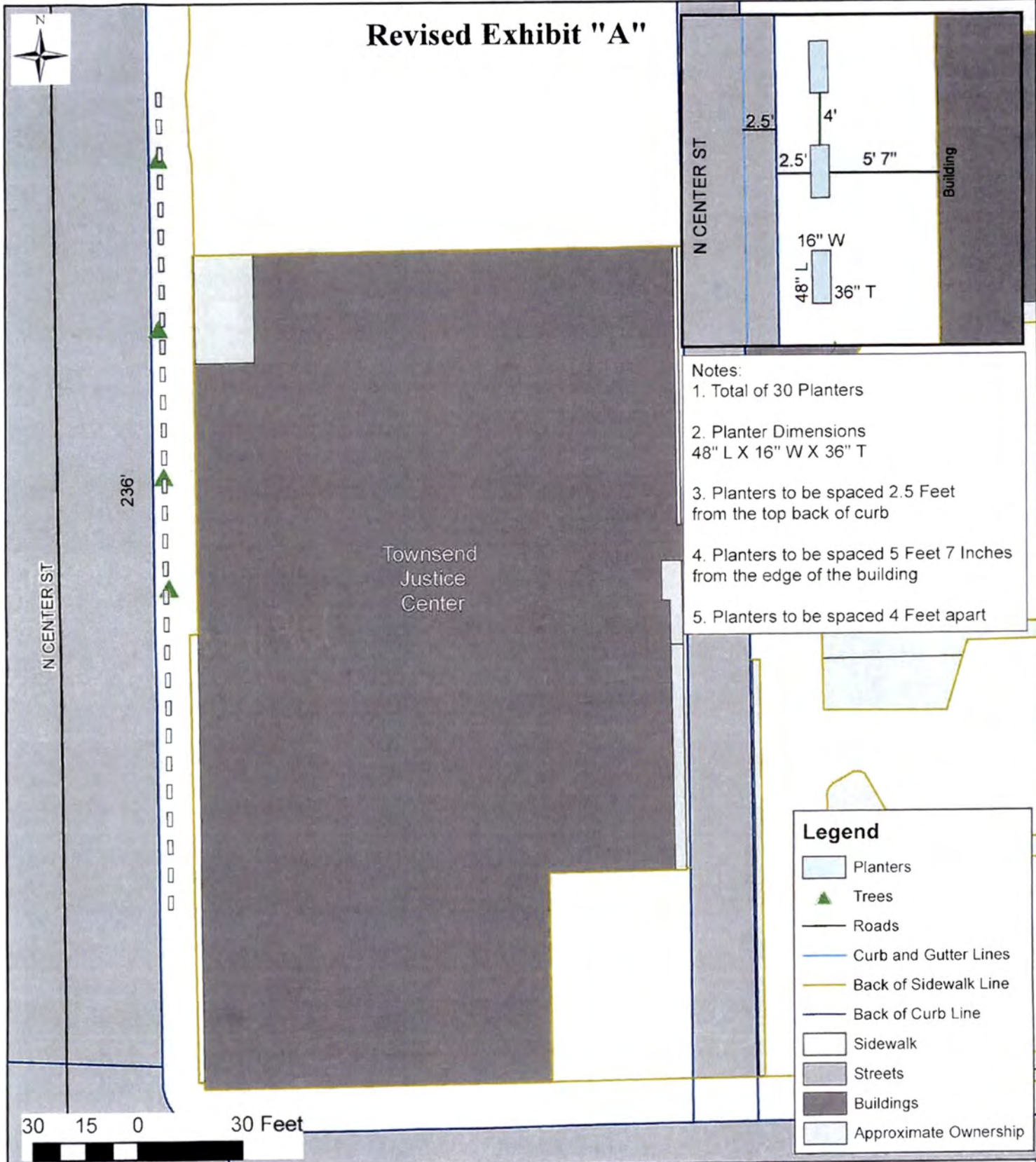
Title: Chairman

My term of office expires
January 4, 2027

APPROVED AS TO FORM
NATRONA COUNTY ATTORNEY
JARED D. HOLBROOK

BY: [Signature]
DATE: 6/26/23

Revised Exhibit "A"



- Notes:
1. Total of 30 Planters
 2. Planter Dimensions 48" L X 16" W X 36" T
 3. Planters to be spaced 2.5 Feet from the top back of curb
 4. Planters to be spaced 5 Feet 7 Inches from the edge of the building
 5. Planters to be spaced 4 Feet apart

Legend

- Planters
- Trees
- Roads
- Curb and Gutter Lines
- Back of Sidewalk Line
- Back of Curb Line
- Sidewalk
- Streets
- Buildings
- Approximate Ownership

Townsend Justice Center Planters

Prepared by:
 Natrona County GIS
 5/17/2023



Disclaimer:
 The information that is supplied by the Natrona County Geographic Information Systems (NCGIS) department is public information and must be accepted and used with the understanding that the data was collected primarily for the use and purpose of Natrona County Government. NCGIS will not be held liable as to the validity, correctness, accuracy, completeness, and/or reliability of this data. NCGIS furthermore assumes no liability whatsoever with the use or misuse of this public data.

Map Replication:
 Natrona County makes published maps available as a public service. The County grants the Recipient the right to duplicate the map for their personal or business' internal use and to use the map as a source for which to create electronic data, digital maps, or other paper maps. Any hardcopy maps or published data derived from this map shall clearly indicate their source with the following citation "Townsend Planters, dated 5/17/2023 (published date), was originally obtained from Natrona County Information Technology, GIS Division and was used to create this product." Natrona County assumes no responsibility for the completeness or accuracy of the data contained within. If the Recipient has modified the information contained within the map in any way, the Recipient is obligated to note the types of modifications that have been performed. The Recipient specifically agrees not to misrepresent the information contained within the map, nor to imply that the County has approved any changes made by the Recipient.

Exhibit "B"

PROPOSAL TO AMEND REVOCABLE LICENSE AGREEMENT FOR INSTALLATION OF PROTECTIVE BOLLARDS

In 2021, Natrona County and the City of Casper entered into an agreement for a revocable license to install protective bollards on property in the area of the Townsend Justice Center, located at 115 North Center Street, Casper, Wyoming 82601. Per condition "13" of said agreement, no modifications to the license may be made unless they are made in writing, signed by both parties, and approved by the City.

At this time, Natrona County proposes to modify the license by replacing "protective bollards" with "Security Planters." Natrona County would like to use security planters in place of the bollards because the planters, while still providing the intended security, are more esthetically pleasing. This change would benefit both the County and the City as it would provide safety and decoration to the community.

Natrona County would be responsible for maintaining the security planters and will plant flowers in each unit. The planter dimensions are as follows:

Shape = Rectangle
Outside Diameter = 48 inches
Length = 48 inches
Width = 16 inches
Height = 36 inches
Net Weight = 1,335 pounds
Wall Thickness = 2 inches
Material = Concrete
Color = Sand
Finish = Weather Stone


A sketch detailing the placement of the planters, the total numbers of planters, and the planter dimensions relative to the site is attached to this proposal, along with the actual product information for said planters. Further, all placement and spacing will remain ADA compliant and account for plow width and spacing for parked vehicles. Nothing in this proposal is intended to alter any other term of the agreement.

Decorative Security Barriers and Bollards / WAUSAUTILE Security Planter: Rectangle



WAUSAU TILE Security Planter: Rectangle, 48 in Outside Dia., 48 in Overall Lg, 16 in Overall Wd

Item **39UN96** Mfr. Model **TF4356W22**


Web Price 
\$888.16 / each

This item requires special shipping, additional charges may apply.

i only 7
LJ

Add to Cart

 Pickup

 Ships from supplier.
Expected to arrive by end of Jun, **2023**.

Ship to **82601** | [Change](#)

Shipping Weight **1335 lbs**
[Ship Availability Terms](#)

[Add to List](#)

[\[J\] Compare](#)

Product Details [catalog Page N/A](#)

Shape **Rectangle**

Outside Dia. **48 in**

Overall Length **48 in**

Overall Width **16 in**

Overall Height **36 in**

Color **Sand**

Wall Thickness **2 in**

Material **Concrete**

Finish **Weather Stone**

Net Weight **1,335 lb**

UNSPSC **21101601**

Country of Origin **USA (subject to change)**

RESOLUTION NO. 23-141

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE REVOCABLE LICENSE AGREEMENT FOR INSTALLATION OF PROTECTIVE BOLLARDS WITH NATRONA COUNTY FOR THE TOWNSEND JUSTICE CENTER.

WHEREAS, on January 5, 2021, the City of Casper and Natrona County entered a Revocable License Agreement for Installation of Protective Bollards; and,

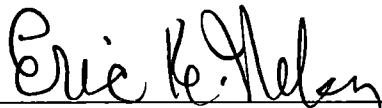
WHEREAS, the protective bollards were going to be installed within City of Casper's Easements and Right-of-Ways to protect the Townsend Justice Center from vehicles; and,

WHEREAS, Natrona County proposed to replace the protective bollards with security planters that will serve the same security purposes and be more aesthetically pleasing.

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 Amendment No. 1 to the Revocable License Agreement with the Natrona County for Installation of Protective Bollards.

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

July 5, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director *LB*
SUBJECT: Consideration of a resolution approving a replat creating the North Casper Addition No. 3; and the associated Subdivision Agreement

Meeting Type & Date:

Regular Council Meeting, July 5, 2023

Action Type:

Resolution

Recommendation:

The Planning and Zoning Commission recommends that Council, by resolution, approve the replat creating the North Casper Addition No. 3; and the associated Subdivision Agreement.

Summary:

A request has been received for a replat of three (3) lots comprising 0.39-acres, more or less, located at the northeast corner of North McKinley and F Streets. The replat proposes to reconfigure the existing three (3) lots into two (2) new lots. The property is zoned C-2 (General Business) and is currently occupied by a commercial structure at the south end (*a former convenience store*). Proposed Lot 1 is 7,702 square feet in area and proposed Lot 2 is 9,324 square feet. There is no minimum lot size requirement in the C-2 (General Business) zoning district. Similarly, there are no minimum building setback requirements; therefore, the reconfiguration of the lots will not create any setback violations.

The Planning and Zoning Commission voted to support the requested replat after a public hearing on June 8, 2023. They did not include any recommended conditions of approval and there were no public comments received.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

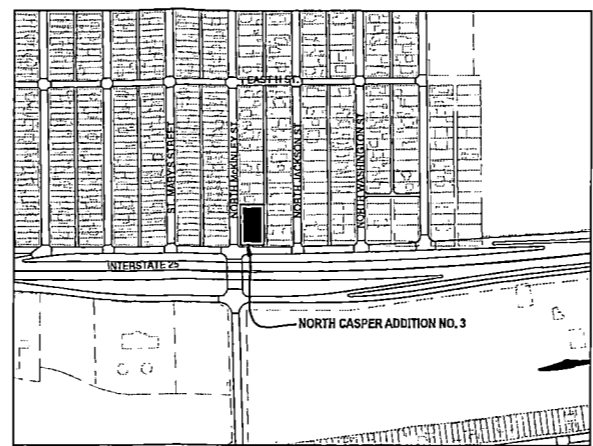
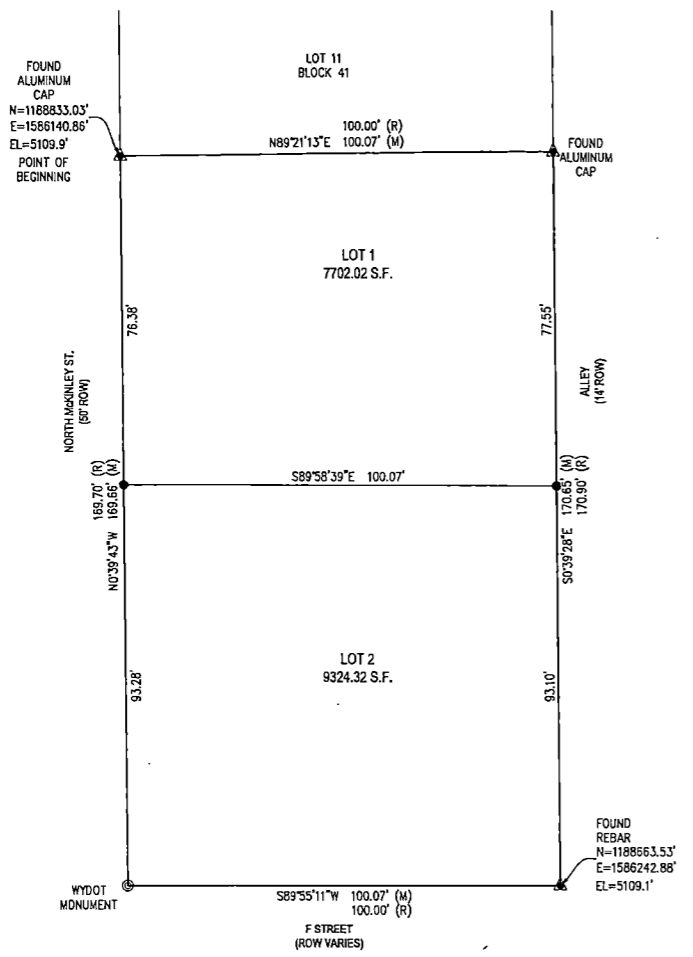
Community Development Department – Planning Division

Attachments:

Resolution

Vicinity Map/Aerial

Plat



CERTIFICATE OF DEDICATION

STATE OF WYOMING }
 COUNTY OF NATRONA }SS

THE UNDERSIGNED, MP INDUSTRIES, LLC DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF THE FOLLOWING DESCRIBED PARCEL OF LAND CONSISTING OF LOTS 12, 13 AND 14, BLOCK 41, NORTH CASPER ADDITION NO. 2 TO THE CITY OF CASPER, WYOMING, PER THE PLAT RECORDED MAY 5, 1921, IN BOOK 29 OF DEEDS, PAGE 166 AND A STRIP OF LAND ADJOINING LOT 14, BLOCK 41, SITUATE IN THE SE¼ OF SECTION 3, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE PARCEL BEING THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 41, NORTH CASPER ADDITION NO. 2, ALSO BEING THE SOUTHWEST CORNER OF LOT 11, BLOCK 41, NORTH CASPER ADDITION NO. 2, MONUMENTED BY A BRASS CAP AND BEING THE POINT OF BEGINNING;

THENCE N89°21'13"E ALONG THE NORTH LINE OF THE PARCEL AND THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 100.07 FEET TO THE NORTHEAST CORNER OF THE PARCEL, AND SAID LOT 12, ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 11, MONUMENTED BY A BRASS CAP;

THENCE S00°39'28"E ALONG THE EAST LINE OF THE PARCEL AND THE WEST LINE OF THE ALLEY, A DISTANCE OF 170.65 FEET TO THE SOUTHEAST CORNER OF THE PARCEL, MONUMENTED BY A BRASS CAP;

THENCE S89°55'11"W ALONG THE SOUTH LINE OF THE PARCEL AND THE NORTH LINE OF F STREET, A DISTANCE OF 100.07 FEET TO THE SOUTHWEST CORNER OF THE PARCEL, MONUMENTED BY A WYDOT MONUMENT;

THENCE N00°39'43"W ALONG THE WEST LINE OF THE PARCEL AND THE EAST LINE OF NORTH MCKINLEY STREET, A DISTANCE OF 169.66 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.39 ACRES, (17,026.34 S.F.) 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 OWNER AND PROPRIETOR. THE NAME OF THE SUBDIVISION SHALL BE "NORTH CASPER ADDITION NO. 3". ALL STREETS AND ALLEYS AS SHOWN HEREON HAVE PREVIOUSLY BEEN DEDICATED TO THE USE OF THE PUBLIC.

MP INDUSTRIES, LLC
 927 CONNIE STREET
 MILLS, WYOMING 82644

JOSEPH PARKE - MANAGING MEMBER
 MP INDUSTRIES, LLC

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY JOSEPH PARKE, MANAGING MEMBER OF MP INDUSTRIES, LLC, THIS _____ DAY OF _____ 2023.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

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.

INSPECTED AND APPROVED THIS _____ DAY OF _____ 2023.

_____ CITY ENGINEER
 _____ CITY SURVEYOR

NOTES

1. ERROR OF CLOSURE EXCEEDS 1:75,000.
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 0°41'40.71", AND THE COMBINED FACTOR IS 0.99977895.
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 AUGUST TO NOVEMBER, 2022, 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 ALL BEING TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



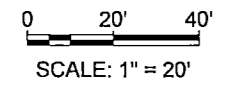
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY WILLIAM R. FEHRINGER
 THIS _____ DAY OF _____ 2023.
 WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

VACATION AND REPLAT OF
 LOTS 12, 13 AND 14, BLOCK 41
 NORTH CASPER ADDITION NO. 2
 AND A STRIP OF LAND
 ADJOINING LOT 14, BLOCK 41
 NORTH CASPER ADDITION NO. 2
 AS
NORTH CASPER ADDITION NO. 3

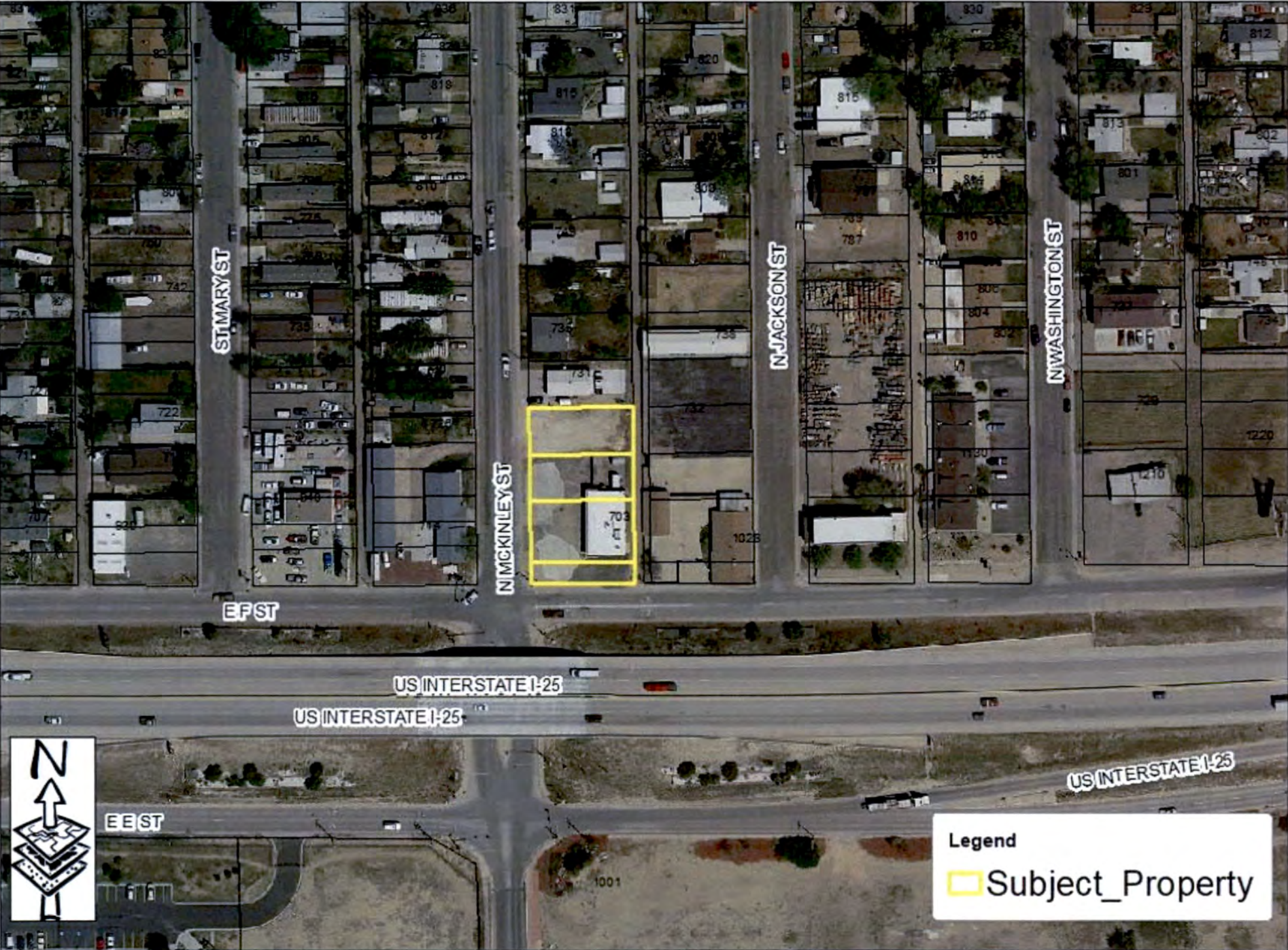
TO THE CITY OF CASPER, WYOMING
 BEING A PORTION OF THE SE¼ SECTION 3
 T.33N., R.79W., 6TH P.M.
 NATRONA COUNTY, WYOMING

M:\Land 2022\Surveying\22-226 N McKinley\NORTH CASPER ADDITION BLOCK 41.dwg, 5/22/2023, BII



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

Proposed Replat of Lots 12-14, Blk 41, North Casper Addition No. 2



RESOLUTION NO. 23-142

A RESOLUTION APPROVING THE REPLAT CREATING THE NORTH CASPER ADDITION NO. 3; AND THE ASSOCIATED SUBDIVISION AGREEMENT

WHEREAS, application has been made to replat Lots 12, 13 and 14, Block 41, North Casper Addition No. 2, and a strip of land adjoining Lot 14, Block 41, North Casper Addition No. 2, to create North Casper Addition No. 3; and,

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


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

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

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a subdivision agreement between the City and MP Industries, LLC.

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

**NORTH CASPER ADDITION NO. 3
SUBDIVISION AGREEMENT**

This Subdivision Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, 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. MP Industries, LLC, 927 Connie Street, PO Box 633, Mills, Wyoming 82644 (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied to replat Lots 12, 13 and 14, Block 41, North Casper Addition No. 2, and a strip of land adjoining Lot 14, Block 41, North Casper Addition No. 2, to create North Casper Addition No. 3.
- C. A plat of North Casper Addition No. 3 (“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.

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:

MP Industries, LLC
927 Connie Street
PO Box 633
Mills, Wyoming 82644

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
MP Industries, LLC

By: Suzanne Parke

By: [Signature]

Printed Name: Suzanne Parke

Printed Name: Joseph Parke

Title: Treasurer

Title: Managing Member

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Bruce Knell, as the Mayor of the City of Casper.

(Seal, if any)

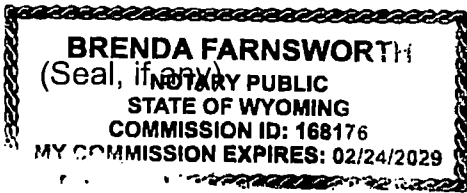
(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)


This instrument was acknowledged before me on this 22 day of June, 2023, by Joseph Parke as the managing member of MP Industries, LLC.




B Farnsworth
(Signature of notarial officer)
Notary
Title (and Rank)

[My Commission Expires: 02/24/2029]

June 28, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Jolene Martinez, Assistant to the City Manager 

SUBJECT: Accepting Grant from the Wyoming Governor's Big Game License Coalition, in the amount of \$15,000, for Riparian Vegetation Test Planting in the River Restoration Project Area.

Meeting Type & Date

Regular Council Meeting

July 5, 2022

Action type

Resolution

Recommendation

That Council, by resolution, accept a grant from the Wyoming Governor's Big Game Coalition, in the amount of \$15,000, to be used to fund riparian vegetation test planting in the river restoration project area.

Summary

Staff was notified on June 27, 2023 that a contract for a grant from the Wyoming Governor's Big Game License Coalition to fund riparian vegetation test planting in the river restoration project area was ready for Council consideration. The grant, administered by Wyoming Game and Fish, is awarded from the Wyoming Governor's Big Game License Coalition. Staff identified and submitted a grant application to this highly competitive grant opportunity. This is the next phase of the riparian vegetation and soil survey project funded for the last two years by the Wyoming Governor's Big Game License Coalition.

In June 2013, Council authorized staff to move forward to secure funding and implement the work identified in the Platte River Environmental Restoration Master Plan. The river restoration effort, which includes a volunteer day every September, is called the Platte River Revival. The projects outlined in the master plan are a combination of riverbank and in-river construction, Russian olive removal, and vegetative plantings. 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.

The 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.

Financial Considerations

No match is required for this grant. However, the grant does not cover 100% of the riparian vegetation test planting, which is estimated to cost \$66,000, with \$20,000 being in-kind work from volunteers. The additional \$46,000, will be funded from another possible private grant that is being requested and/or the River Fund.

Oversight/Project Responsibility

Jolene Martinez, Assistant to the City Manager

Attachments

Resolution

Grant Contract

**WYOMING GOVERNOR'S BIG GAME LICENSE COALITION
GRANT AGREEMENT
BETWEEN WYOMING GAME AND FISH COMMISSION
AND
CITY OF CASPER**

Grant Agreement No.: 005016
Project Title: Riparian Vegetation Test Planting
Award Amount: \$15,000.00
Performance Period: July 1, 2023 through December 31, 2025
PPCAS Code: TW SW0 WGBG 100
Unit: F03A

Agency Project Coordinator: Tim Thomas, 307-675-5476 / tim.thomas@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), in cooperation with the Wyoming Governor's Big Game License Coalition, 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 Wyoming Governor's Big Game License Coalition (WGBGLC) 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 July 1, 2023 through December 31, 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 fifteen thousand dollars and zero cents (\$15,000.00) 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 WGBGLC Annual Report 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 project activities as outlined in Attachment A, Project Application, which is attached to and incorporated into this Agreement by this reference, as submitted for consideration and approved by the Wyoming Governor's Big Game License Coalition.

- B. Complete and submit to the Agency, reports pursuant to the schedule below, using the form attached hereto and incorporated herein as Attachment B, WGBGLC Annual Reporting Form.

Report:	Reporting Period of Performance:	Report Due Date:
Annual Report	7/1/23 – 12/31/23	March 1, 2024
Annual Report	1/1/24 – 12/31/24	March 1, 2025
Final Report	7/1/23 – 12/31/25	March 1, 2026

If the project is completed prior to the end date of the Performance Period, the Final Report will be due within sixty (60) days of project completion.

- C. 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.
- D. 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).
- E. Make any and all project-related information available to the Agency, as requested by 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) WGBGLC Annual Reporting Form.

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. Assumption of Risk.** The Grantee shall assume the risk of any loss of state, 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.
- B. Certifications.** Acceptance of this grant constitutes certification that:
- (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).
- C. 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.
- D. Copyright License and Patent Rights.** Grantee acknowledges that 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. **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.

- K. **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.

- L. **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.

- M. **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 eleven (11) pages; Attachment A, Project Application, consisting of twenty-four (24) pages; and Attachment B, WBGGLC Annual Reporting 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.
- 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

Unique Entity Identifier (Sam.gov Registration)

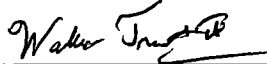
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 # 231654

Cole R. White, Assistant Attorney General

06-12-2023
Date -

CITY ATTORNEY'S OFFICE: APPROVAL AS TO FORM



Eric R. Nelson, City Attorney

6/28/23
Date

Template #: 229631
AG Approved: 3/2023



Attachment A - Project Application

WYOMING GOVERNOR'S BIG GAME LICENSE COALITION
2023 GRANT APPLICATION

Prior to completing this application, please review the Funding Priorities located here.

Project Title: Riparian Vegetation Test Planting

Organization Name: City of Casper

Project Lead: Name Jolene Martinez, Email jmartinez@casperwy.gov, Phone (307) 235-8332, Mailing Address 200 N David St, City, State, Zip Casper WY 82601

Additional Point of Contact (if different from Project Lead): Name, Email, Phone, Mailing Address, City, State, Zip

Project Type (select all that apply): [X] Research, [X] Habitat, [] Education and Outreach, [] Conservation Easement, [] Migration Corridors, [] Wildlife-Vehicle Collisions, [] Other:

Project Location(s) Information: County: Natrona, Nearest Town: Casper, Project Phase (if applicable): of, Project Timeline: 07/01/2023 to 12/01/2025

Budget Information: Request by Species Account (if requesting funding from more than one species accounts, please identify a primary committee): Bighorn Sheep \$, Deer \$, Elk \$, Moose \$, All Wildlife \$15,000.00, Total WGBGLC Request \$15,000.00, Total Project Cost: \$66,000.00

Has this project been funded by the Coalition previously? No If yes, most recent year?

Table with 5 columns: Source, Amount, In Hand, Requested. Rows include City of Casper River Fund Donations (\$16,000.00), City of Casper (\$20,000.00), North Platte River Foundation (\$15,000.00), and three empty rows.

Project Objective and Narrative:

In addition to fully answering the standard who, what, when, where and why questions within this narrative, please explain how this project aligns with the funding priorities of the species group(s) you are requesting funding from. Lastly, indicate if the project aligns with any conservation partnerships; and/or regional, state or national initiatives; (i.e. Mule Deer Initiative, Migration Initiative, Sage Grouse Initiative).

Funding is requested for the Riparian Vegetation Test Planting (Test Planting). This request is the natural progression from the Riparian Soil and Vegetation Survey (Survey) that received Wyoming Governor's Big Game License Coalition (WBGGLC) grants in 2021 and 2022. The final report for the survey is expected to be completed by the end of February 2023. A draft technical memorandum is included as a reference attachment.

Test Planting will implement the primary Survey recommendations in selected test plots in the First Street river reach banks. By evaluating combinations of native riparian and upland vegetation (seeds, container-grown trees, shrubs, and plants, live cuttings) and different soil amendments, researchers from the Survey and the Platte River Revival Habitat Guidance (Habitat Committee) and Advisory Committees can make informed decisions on planting riparian and upland areas in previously restored river reaches and in restoration reach projects to come.

WBGGLC funding was authorized in 2021 and 2022 for the Survey in the four river reaches where restoration construction has been completed. In preparing to implement the 2021 project, the Wyoming Game and Fish monitoring reports on the river restoration were reviewed, and the Habitat Committee reviewed the state of the vegetation. They found vegetation is not thriving and, in some cases, is not surviving. The Habitat Committee consulted with staff from Natural Resource Conservation Service (NRCS) including a soil scientist and forester. NRCS staff and Habitat Committee members toured sample riparian and upland areas, and a high-level preliminary survey was conducted. It was determined the project must include soil sampling as part of the investigation, but budgetary constraints prevented moving forward in 2021. Additional WBGGLC funding was awarded in 2022. Consultants were hired, and soil testing and vegetation surveys were completed in fall 2022 in all four completed restoration construction reaches and one reference area where no restoration construction has occurred.

Test Planting will provide the information needed by the Habitat Committee, Advisory Committee, and Wyoming Game and Fish on how to manage the riparian and upland areas for the North Platte River that runs through Casper. The project will be overseen by the Habitat Committee and the Survey consultants. The goal is to gather information needed to guide future river restoration construction design (e.g. soil from the river bottom is not used for river bank soil) and to effectively manage the riparian and upland areas in the long term. It is believed effective management must include promoting native species sustainability, maintaining the existing Russian olive control and abatement program, and controlling and abating other invasive species.

Test Planting is part of the Platte River Revival, the City of Casper's North Platte River Restoration, founded in 2006, that includes in-river construction and riparian and upland restoration. The Revival is overseen and coordinated by the Platte River Revival Advisory Committee and its Habitat Guidance and Volunteer Day Sub-committees. Representatives from Wyoming Game and Fish; Natrona County Weed and Pest; Bureau of Land Management, Casper District; Wyoming Audubon; Two Fly Foundation; and several businesses and organizations make up the Revival committees. Seven reaches have been identified for restoration construction. Construction on four reaches has been completed, with the exception of planting the riverbanks in the First Street reach. After the reconnaissance tour with NRCS, the riverbank planting contract was canceled. It was determined no funding would be expended on planting until there are answers from the soil and vegetation survey and subsequent test planting. A Platte River Revival hallmark is the annual Volunteer Day when 100-500 volunteers give time to perform hands-on restoration activities such as digging out Russian olive seedlings; wire wrapping trees to protect them from wildlife; and monitoring Russian olive regrowth with collector app. Litter and debris removal from the river and banks are also part of the day.

Nearly \$11 million, not including the large amount of in-kind support, has been invested in this river project. This does include City of Casper river front property purchases. Some sources of the project funding include Wyoming Wildlife and Natural Resource Trust, WBGGLC, Wyoming Business Council, Wyoming Game and Fish Commission, Two Fly Foundation, and City of Casper.

Through its construction projects, the Platte River Revival has over nine acres of net wetland gain. Not included in the wetland gain calculation are the wetlands that naturally returned after thousands of Russian olives were removed across ten linear miles of riparian and upland areas. Two species of greatest conservation need, Western toad and leopard frog, have been observed by Wyoming Game and Fish staff in the wetland area on river left of the Morad Park reach. In addition, researchers found monarch butterfly caterpillars on the milkweed on river left in the water treatment plant reach. Both reaches are two of the completed in-river construction areas.

With much of Wyoming's wildlife dependent on riparian areas and wetlands sometime in its lifecycle, riparian and upland invasive species abatement and native species sustainability are essential components of the river restoration effort. Riparian Test Planting aligns with the goals of WBGGLC and Wyoming Game Fish State Wildlife Action Plan. Specifically, it addresses invasive species and disruption and historic disturbance regimes.

Miles/Acres Affected (if applicable):

Miles Acres

Describe Any Current or Future Monitoring/Management (if applicable):

Are permits and/or NEPA compliance required for this project?

If yes, please explain (include status of permits and/or compliance if applicable):

Additional Budget or Project Information for Consideration (if applicable):

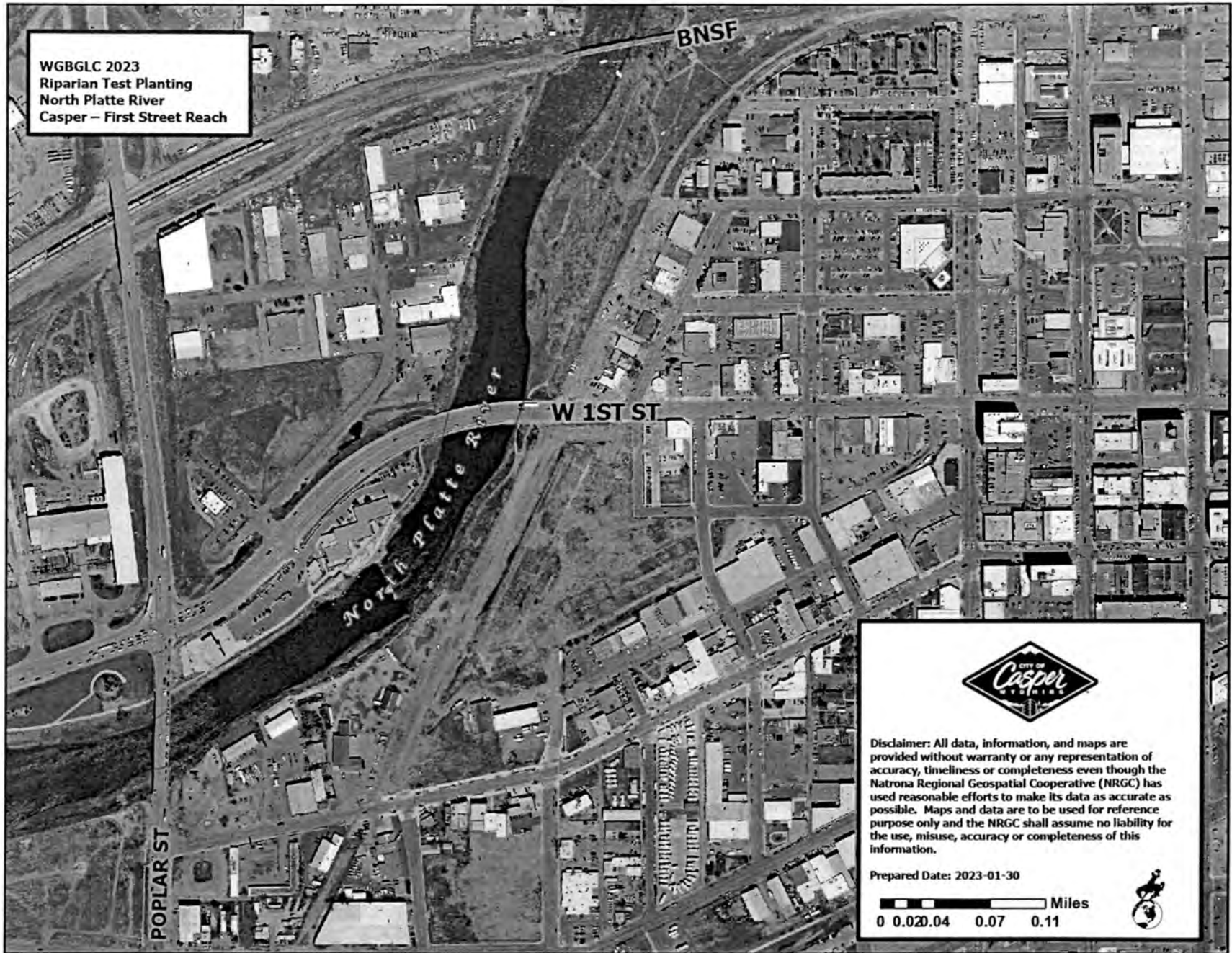
Riverbanks on river left and river right will be evaluated for test planting plots.

Attachments and Supporting Documentation:

Please select the types of attachments included:

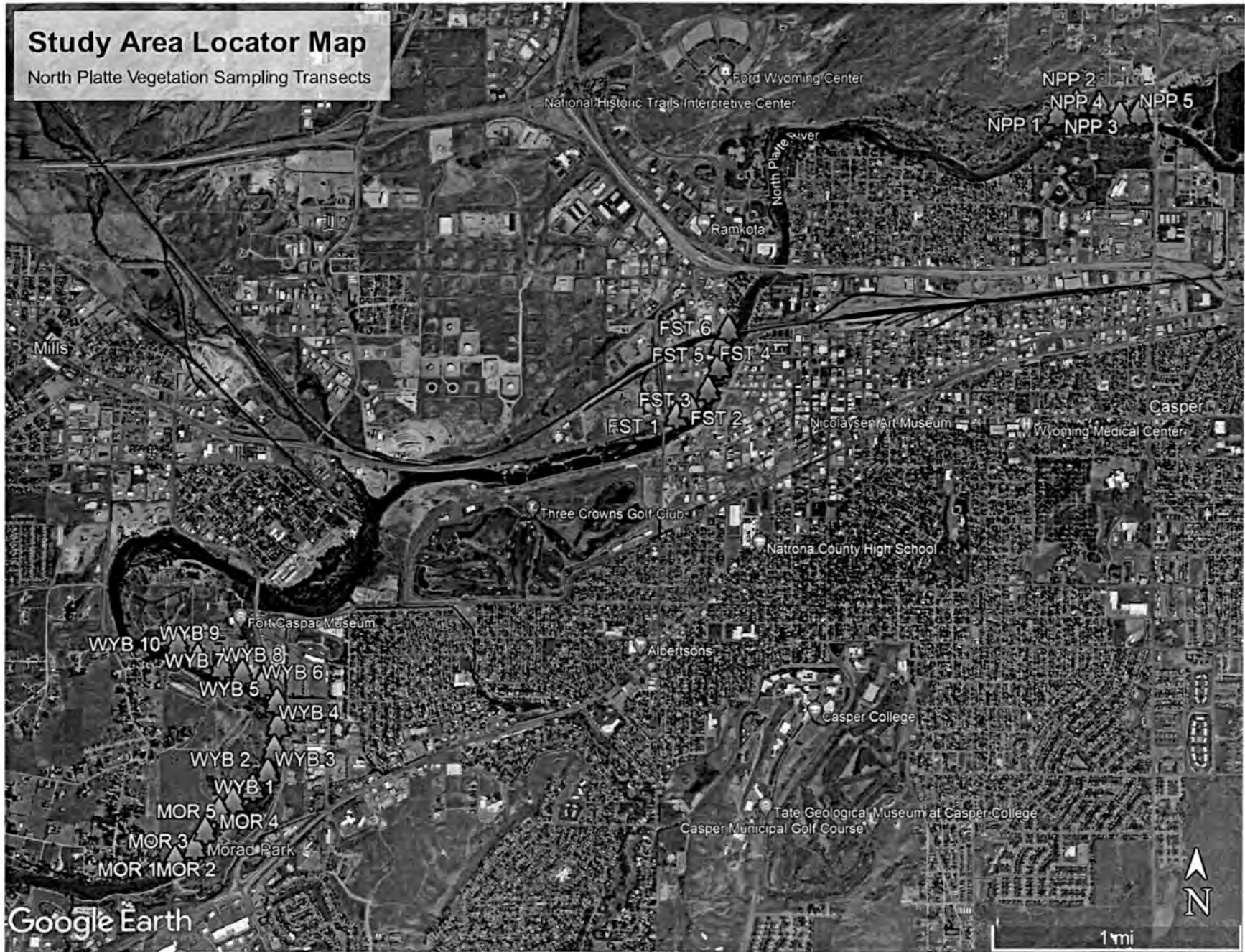
- Map(s) *required*
- Letter(s) of Support
- Project Design
- Photos
- Monitoring/Management Plan Permit(s) / NEPA Compliance
- Other:

**Please submit applications and attachments via email to: WGF-WGBGLCgrants@wyo.gov
Subject Line: "2023 - Name of Project - Organization Name"**



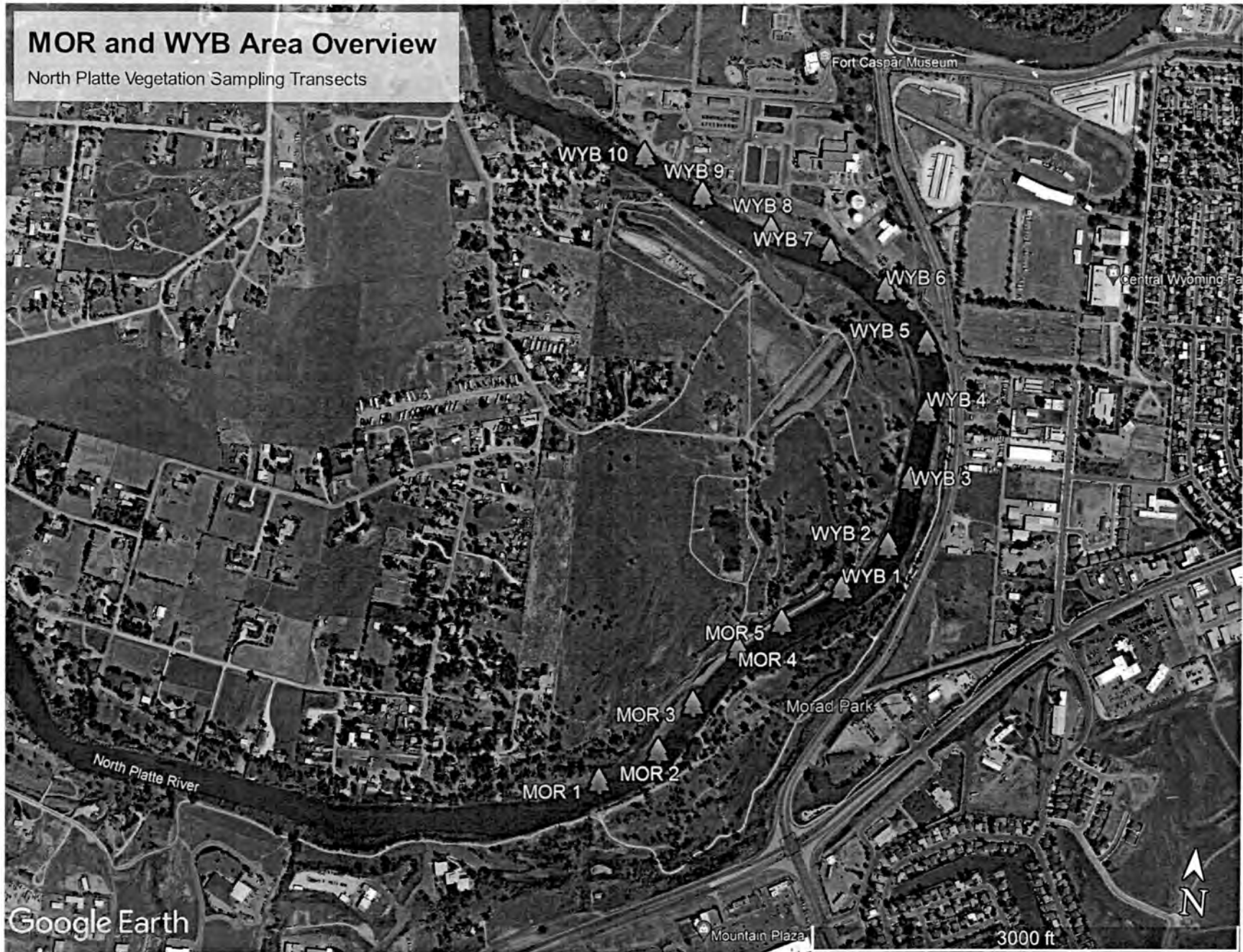
Study Area Locator Map

North Platte Vegetation Sampling Transects



MOR and WYB Area Overview

North Platte Vegetation Sampling Transects







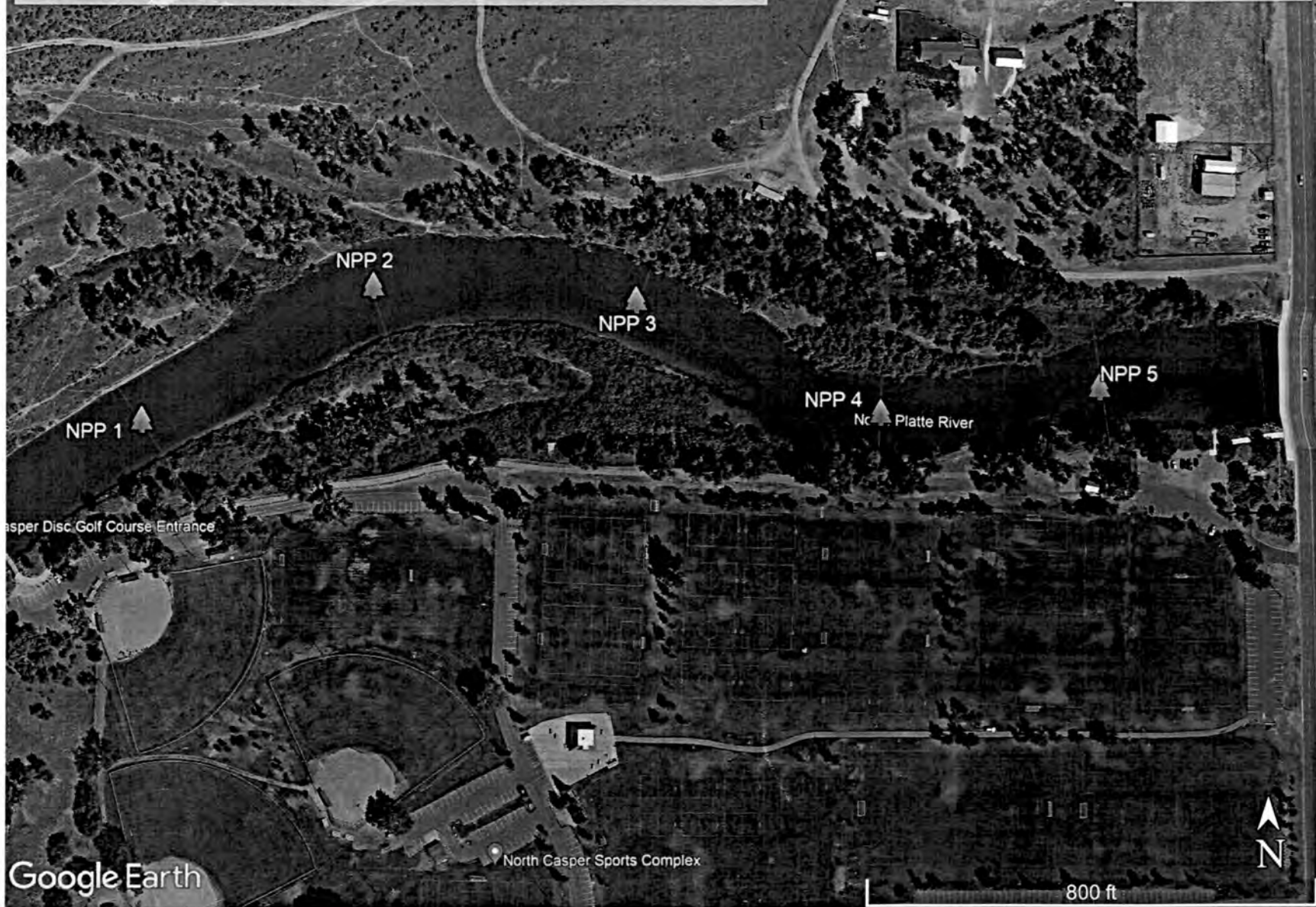


NPP Vegetation Sampling Transect Locations

Approximate locations of sampling transects in the North Platte Park Reference Reach

Legend

▲ Veg Transects



Project Name: Platte River Revival - Riparian Test Planting

Time period this budget covers: July 2023 - June 2025

PROJECT EXPENSES

Expense Items	Amount Requested from Governor's Big Game Licenses	In-Kind Donations	\$ From Other Sources	Total Budget
Consultant: select test plot sights and create plan including plant selection			4,000	4,000
Container plants/trees, seeds, soil amendment, plant supports and protection	15,000		15,000	30,000
Consultant:amend soil, oversee planting			12,000	12,000
Volunteers and city staff: plant per plan and as directed by consultant. This includes providing city equipment and tools.		20,000		20,000
Total Project Expense	15,000	20,000	31,000	66,000

PROJECT INCOME

Funding Sources	Total Amount	Funds Committed	Funds Requested
Wyoming Governor's Big Game License Coalition 2023	15,000		15,000
City of Casper River Fund	16,000	16,000	
North Platte River Foundation	15,000		15,000
Total Project Income	46,000	16,000	30,000

Technical Memorandum



40 England Woods Drive
Weaverville, NC 28787
(970) 232-4058

Prepared for: City of Casper

Project Title: North Platte River Riparian Soils and Vegetation Research Project

Technical Memorandum No. 1

Subject: Preliminary Research Results

Date: December 19, 2022

To: Jolene Martinez

From: Randy Walsh, Brindle Creek LLC; Rachel Ridenour, Ridenour Research Ltd.; and
Paul Swartzinski, Bluestem Consulting LLC

Limitations:

This is a draft memorandum and is not intended to be a final representation of the work done or recommendations made by the authors. It should not be relied upon; consult the final report.

Executive Summary

This Technical Memorandum 1 (Tech Memo 1) describes the preliminary results of vegetation sampling and analytical soils testing in riparian areas associated with the City of Casper's North Platte River Restoration Projects.

Section 1: Introduction

1.1 Scope of Work

Brindle Creek, Ridenour Research, and Bluestem Consulting (*hereafter*: Ecology Team) were contracted by the City of Casper (City) to quantitatively assess the riparian vegetation and soils associated with four(4) Study Areas. The Study Areas identified for work included three (3) previously constructed river restoration project reaches: the contiguous river reaches at *Morad Park* (~2500 LF; constructed in 2016), *Wyoming Boulevard and Water Treatment Plant* (~5000 LF total; constructed in 2017), and the downtown reach centered at *1st Street* (~3000 LF; constructed in 2020). A fourth Study Area - *North Platte Park* - has been identified as a potential restoration reach but was used as a reference site for soils and vegetation for this research study. Existing conditions data for vegetation and soils were collected through field sampling efforts in the four Study Areas in October 2022.

1.2 Research Objectives

Healthy and robust riparian zones protect riverbanks from erosion, provide floodplain stability, create shading and thermal refugia, enhance riverine aesthetics, and create diverse habitat for a host of lifeforms, among other benefits. Healthy native vegetation is thus a fundamental element of river restoration success. As such, the City broadly seeks to:

1. Determine if revegetation efforts at previously constructed river restoration sites have been suboptimal (based on previous qualitative observations), and if so, identify potential causes.
2. Determine methods, tools, and techniques that can be employed to enhance the establishment and survivability of planted native vegetation such that the sites will, over time, develop floristic communities with adaptive capacity and structural complexity.

The purpose of Tech Memo 1 is to partially address the first objective, above, by providing preliminary information and data analyses stemming from the vegetation and soils sampling efforts. The primary aim of the field surveys was to inventory the current vegetative communities and soils, and in doing so, identify locations within the Study Areas where revegetation efforts are meeting successes criteria and locations where they are deficient. Quantifying and analyzing the corresponding soils and vegetation communities at these sites will better inform management approaches that might be used to improve revegetation success at both current and future river restoration project locations on the North Platte River in Natrona County. A Final Report, currently in development by the Ecology Team, will more fully-address the research objectives.

1.3 Methods

Field surveys included vegetative cover sampling, woody plant density measurements, riparian corridor width measurements, site photographs, and composited soil sampling. Soil sampling methods are discussed in more detail in Section 2.2.2. Soils samples were analyzed for soil and

microbiome health metrics (Soil Health Assessment, PLFA testing) by Ward Laboratories in Kearney, Nebraska.

Study Areas were stratified into Sample Units by bank (left bank and right bank) and sampled independently (Table 1). The Study Areas were restored at various times and with various methods and are subject to differing levels of recreational use depending on geographic location and bank position (river-left and river-right). Due to the extensive recent reconstruction of the 1st Street Study Area, the prior urban impacts to this reach, and the lack (to-date) of woody plantings, the 1st Street Study Area was further stratified by planform position (upstream and downstream). The right bank of North Platte Park was sampled as a reference area for both vegetation and soils and was employed in this research as a “non-restored” site for comparison. The left bank of North Platte Park was not sampled for vegetation due to access limitations.

Table 1 Study Areas and Corresponding Sample Units

Study Area	Sample Location ¹	Sample Unit Code
Morad Park	Left Bank	MOR-LB
	Right Bank	MOR-RB
WY Blvd/WTP	Left Bank	WYB-LB
	Right Bank	WYB-RB
1st Street	Left Bank - Upper	FST-LBU
	Left Bank - Lower	FST-LBL
	Right Bank - Upper	FST-RBU
	Right Bank - Lower	FST-RBL
North Platte Park (Reference Area)	Left Bank ²	NPP-LB
	Right Bank	NPP-RB

¹ The 1st Street Study Area is further stratified into “upper” and “lower” reaches. The 1st Street bridge is the dividing line between upper and lower Sample Units.

² The North Platte Left Bank Sample Unit was only sampled for soils.

Section 2: Preliminary Results

2.1 Vegetation

2.1.1 Overview

Most reaches exhibited a mosaic of vegetative communities characterized by a diverse species assemblage. Figure 1, below, depicts the contributions to total vegetative cover (%) by eight cover types in the understory stratum (depicted on the y-axis as 0-100 Percent Average Cover) and one cover type (trees and shrubs >1.5m) in the overstory stratum (depicted on the y-axis as >100 Percent Average Cover). Vegetation cover was determined by point-line intercept. Vibrant willow stands and multilayer cottonwood galleries exist in several Study Areas. However, most Sample Units also contain areas characterized by poor vegetation performance and/or areas of bare ground. These poorly vegetated areas are likely due to one or a combination of causes that may include low quality planting stock or seed, physical barriers to establishment and growth (e.g., multi-layer coir fiber matting), species selection, competition, herbivory and seed predation, water/hydrology issues, and other potential microsite and microbiome issues, among others.

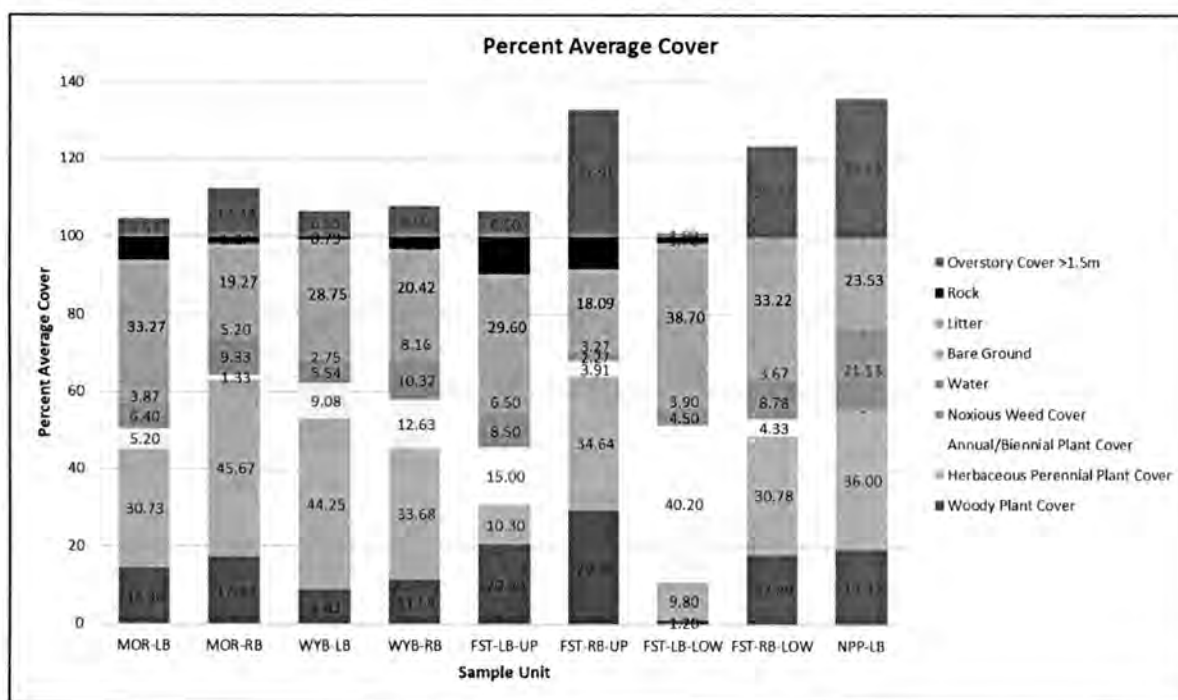


Figure 1 Understory and Overstory Cover (%) by Cover Type Across all Sample Units

Overall, there has been significant success in reestablishing native riparian plant communities within each of the Study Areas, but there are also numerous locations where the density and cover of native plant species is below expectations. While trends cannot be inferred from these initial baseline data, we suspect that all but one Sample Unit are on a positive successional trajectory. Regardless, active management strategies could be employed to accelerate successional development and correct

factors that are inhibiting robust vegetative performance. While growth and development are generally good, there is considerable opportunity for improving plant establishment and growth, accelerating vegetative community development, reducing the extent and density of noxious and invasive plant species, reducing areas devoid of vegetation, and increasing woody and/or herbaceous plant cover where appropriate.

2.1.2 Noxious/Invasive Plant Species

Noxious and invasive plant species documented within the Study Areas are typical for mesic and riparian ecosystems in the Western U.S. (Table 2). It is evident that extermination and control measures for noxious species are being implemented in most sample units. The results of recent herbicide spraying, mowing, and Russian olive removal were observed during field surveys. Noxious weed cover ranged from 2-20% across sites. Noxious weeds were encountered on 50-100% of the transects sampled and varied by Sample Unit. The total number of vegetative species detected during in each Sample Unit, organized their nativity status, is presented in Figure 2.

Table 2 Noxious and Invasive Plant Species Documented in Study Areas

Lifeform	Duration	Weed Class	Common Name(s)	Scientific Name	Species Code
Grass/grasslike	A	County	Field Brome	<i>Bromus arvensis</i>	BRAR5
Grass/grasslike	A	County	Downy Brome (Cheatgrass)	<i>Bromus tectorum</i>	BRTE
Grass/grasslike	P	State	Quackgrass (Common Couch)	<i>Elymus repens</i>	ELRE4
Forb	P	State	Russian Knapweed (Hardheads)	<i>Acroptilon repens</i>	ACRE3
Forb	A	State	Musk Thistle (Nodding Plumeless Thistle)	<i>Carduus nutans</i>	CANU4
Forb	P	State	Spotted Knapweed	<i>Centaurea stoebe</i>	CEST8
Forb	P	State	Canada Thistle (Creeping Thistle)	<i>Cirsium arvense</i>	CIAR4
Forb	A	State	Bull Thistle	<i>Cirsium vulgare</i>	CIVU
Forb	A	State	Poison Hemlock	<i>Conium maculatum</i>	COMA2
Forb	P	State	Field Bindweed	<i>Convolvulus arvensis</i>	COAR4
Forb	A	State	Houndstongue	<i>Cynoglossum officinale</i>	CYOF
Forb	A	State	Redstem Filaree (Redstem Stork's Bill)	<i>Erodium cicutarium</i>	ERCI6
Forb	P	State	Perennial Pepperweed (Broadleaved Pepperweed)	<i>Lepidium latifolium</i>	LELA2
Forb	P	State	Dalmatian Toadflax	<i>Linaria dalmatica</i>	LIDA
Forb	A	State	Scotch Thistle	<i>Onopordum acanthium</i>	ONAC
Forb	P	County	Curly Dock	<i>Rumex crispus</i>	RUCR
Forb	A	County	Yellow Salsify (Goat's Beard)	<i>Tragopogon dubius</i>	TRDU
Forb	A	County	Puncture Vine (Goat's Heads)	<i>Tribulus terrestris</i>	TRTE
Woody plant	P	State	Russian Olive	<i>Elaeagnus angustifolia</i>	ELAN
Woody plant	P	State	Tamarisk (Saltcedar)	<i>Tamarix ramosissima</i>	TARA
P - Perennial, A - Annual or Biennial					

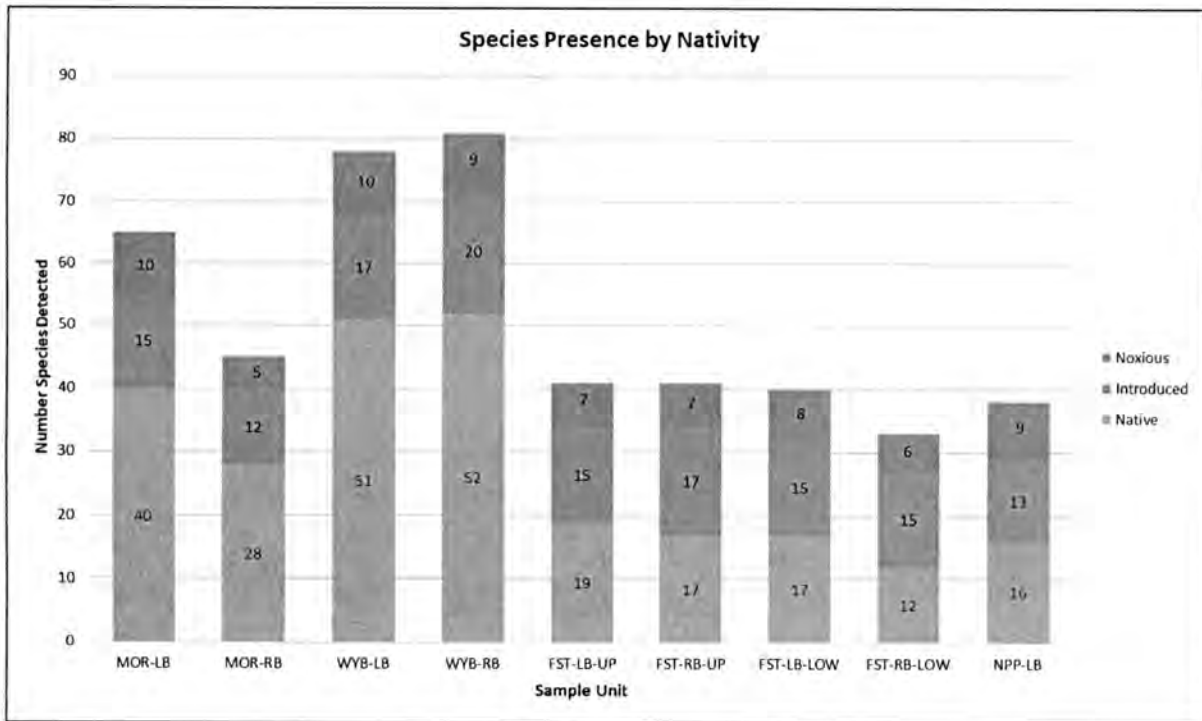


Figure 2 Number of Plant Species Stratified by Nativity Status

2.1.3 Reach-Specific Results

2.1.3.1 Morad Park

Left Bank Morad Park (MOR-LB) exhibits a variety of vegetative cover types ranging from dense willow stands, open meadows, constructed backwater inlets, and barren patches. This Sample Unit does not currently support an abundance of mature trees (only 3 per acre) but is supporting an abundance of sapling trees (>1300 per acre), primarily cottonwood. Due to a lack public access on river left, there is a high probability that at least a fraction of these saplings will successfully mature into large trees if left undisturbed. There are isolated areas within the Sample Unit that lack sufficient desirable plant cover, exhibit bare patches of gravel, and have areas of noxious weed infestation. Lack of success in these locations are likely due to poor seed and planting stock establishment or aggressive weed infestations leading to competitive exclusion. It was noted that areas of noxious weeds have been actively treated.

Right Bank Morad Park (MOR-RB) exhibits a variety of vegetative cover types ranging from mature tree galleries, dense willow stands, complex shrub mosaics, meadows, wetland pockets, and barren patches. This area is quite diverse in terms of vegetative structure and encompasses a wide riparian area of over 200 meters in some places along the reach. Barren patches are primarily due to intense recreational use of the area. Introduced perennial grasses dominate in some areas, resulting in reduced native forb diversity.

2.1.3.2 Wyoming Boulevard/Water Treatment Plant

Left Bank Wyoming Boulevard (WYB-LB) exhibits a variety of vegetative cover types ranging from mature cottonwood galleries, dense willow stands, open meadows, constructed backwater inlets, and barren patches. This unit currently supports a low density of mature trees (12 per acre) but significant numbers of sapling trees (~ 2000 per acre). There is a high probability that at least a fraction of these saplings will mature into large mature trees. There are isolated areas that lack sufficient desirable plant cover, bare patches of gravel, and areas of noxious weed infestation. Lack of success in these areas are likely due to poor seed take, planting stock issues, or aggressive weed infestations and treatment. Areas of noxious weeds are evidently undergoing active treatment. Monarch butterfly caterpillars were observed feeding on milkweed in this Sample Unit.

Right Bank Wyoming Boulevard exhibits a variety of vegetative cover types ranging from dense willow stands, grassy swaths, shrub patches, wetland pockets, and barren patches. This Sample Unit currently supports scattered mature trees (23 per acre) but significant numbers of sapling trees (1295 per acre). There is a high probability that at least a fraction of these saplings will mature into larger mature trees. There are isolated areas that lack sufficient desirable plant cover, bare patches of gravel, and areas of noxious weed infestation. Lack of success in these areas are likely due to poor seed take, loss of ground water connection, or aggressive weed infestations. A stand of mature Russian olives is present on the north end of this Sample Unit. Areas adjacent to the wastewater treatment plant exhibit less vegetative success and elevated noxious weed cover as compared to the area to the south. It is unclear if the reduced vegetation in these areas is due to hydrology, poor seed take, or a variance in management regimes. A mature beaver was observed on the bank in this unit.

2.1.3.3 1st Street - Upper (Upstream of 1st Street Bridge)

Left Bank 1st Street Upper (FST-LBU) exhibits steep, rocky slopes within a narrow riparian corridor. The vegetation is a mosaic of dense willows, shrub patches, mesic herbaceous swaths, and scattered mature trees. The area supports a dense, diverse native shrub community. A total of 62 sapling trees were observed, and some of these trees may grow to maturity over time. The herbaceous layer is characterized by low cover and a dominance by annual species. The patches of annuals are scattered and may reflect ease of public access to the area.

Right Bank 1st Street Upper (FST-RBU) exhibits steep rocky slopes within a narrow riparian corridor. The vegetation is a mosaic of dense willows, shrub patches, mesic herbaceous swaths, annual plant patches, and scattered mature trees. The unit supports quite a significant density of native shrubs. Introduced shrub species are also present. A total of 52 sapling trees were observed, which may gain size and maturity through time. A bare area to the north near the 1st Street bridge is due to public access and associated trampling of vegetation.

2.1.3.4 1st Street - Lower (Downstream of 1st Street Bridge)

Left Bank 1st Street Lower (FST-LBL) exhibits a steep slope with a shallow bench within a narrow riparian corridor. The vegetation is dominated by weedy annual species and bare soil erosion matting. The multi-layer erosion matting and wood chips are preventing growth of any vegetation in some areas or even aggressive perennial weeds. Limited perennial cover is concentrated within a few feet of the water's edge or anywhere the erosion matting has been staked or torn. A sizable stand of Russian and spotted knapweed is located at the southern end of the unit near the BNSF bridge. Two active head cuts are located within this area and other areas of erosion matting are showing signs of slumping. It is unlikely that this area will develop mature, perennial vegetation without intervention.

Reduction of concentrated water flows from upslope should be addressed before remediation of the area is attempted.

Right Bank 1st Street Lower (FST-RBL) exhibits a variety of vegetative cover types ranging from mature tree galleries, dense willow stands, meadows, wetland pockets, and annual weedy patches. This area is somewhat diverse in terms of vegetative structure and encompasses a wide riparian area of over 70 meters in some places: Dense stands of introduced sweet clover dominate sizable swaths of this unit and were impassable during field surveys. Sweet clover is biennial and will not bloom every year; there may be serviceable perennial vegetation beneath the sweet clover canopy that was undetectable. Other areas of annual cheatgrass would benefit from intervention. Additionally, introduced perennial grasses dominate much of the understory of the galleries. The unit exhibits the lowest native diversity of all sites.

2.1.3.5 North Platte Park

Left Bank North Platte Park (NPP-LB) was not sampled due to access limitations.

Right Bank North Platte Park (NPP-RB) exhibits a variety of vegetative cover types ranging from mature tree galleries, grassy swaths, and dense willow stands. This area is somewhat diverse in terms of vegetative structure and encompasses a wide riparian area of over 70 meters in some places. Russian olive removal and willow rejuvenation had recently been executed within this unit leaving wide swaths of bare areas. Mechanically treated areas were excluded from sampling. The area is characterized by mature tree galleries, with understories of reed canary grass, smooth brome, and quackgrass. Dense willow stands wind their way back and forth from the water's edge. Forb diversity is lacking and is dominated by sweet clover and Canada thistle.

2.2 Soils

2.2.1 Overview

The need to consider soils when conducting ecological restoration projects is compelling - it is logical that degraded soils (like any other resource) need restoring, and that land managers should seek to maintain beneficial ecosystem legacies and avoid actions that reduce soil health. Despite this need, there has been relatively little work that explicitly (or experimentally) examines the role that soils play with respect to restoration outcomes. This is particularly true when project goals are complex, for example, the restoration of "a diverse, native plant community". In such a case, soil processes and functions are necessarily tied to directly targeted biological and ecological functions. Soil health is defined as the continued capacity of a soil to function as a vital living ecosystem that sustains plants, animals, and humans. To date, the soil health concept has been applied primarily to agriculture landscapes and only recently is being employed in other land use and land management contexts.

Soils are natural bodies, formed over time by climate and organisms acting on geologic material, influenced by slope, terrain, hydrology, and other site characteristics. It is the interrelation of disturbance regimes, soil characteristics, biological processes, and life-history variation that is responsible for the high degree of heterogeneity generally observed in riparian vegetation at the reach scale. In comparison to most upland soils, however, riparian floodplain soils have limited (and variable) life spans. In the active floodplain where soils are subject to frequent disturbance by flooding, for example, one would expect that soils are maintained in relatively early states of pedogenic development compared to soils in adjacent uplands.

The relationship between soil and its respective vegetation is an intimate one, and the basic characteristics of the soil in terms of its texture, water holding capacity, and inherent fertility all influence the type and amount of plant life that a soil can support. Of course, the plants themselves can exert tremendous reciprocal influence on the soils they inhabit. But what can be expected when a river restoration project is implemented, bed and banks are significantly regraded, and the riparian corridor requires complete revegetation on soils that have been significantly disturbed? And how might the disturbance associated with project implementation affect the suitability of resulting riparian soils to support the desired plant communities? This research project aimed to begin exploring those questions through soils sampling and laboratory analysis paired with the previously discussed riparian vegetation sampling. Preliminary results from analytical soil testing are presented in Attachment A.

2.2.2 Field Procedures

Composite soil samples were collected from each Sample Unit to assess the integrity of soil chemical composition and microbial community and to identify any growth media challenges for current or future reclamation efforts. Soil samples were collected in the riparian zones of the North Platte River throughout four Study Areas. Samples were collected in the zone below the elevation of the floodplain (top of bank) and above the bankfull elevation. Individual soil sample collection sites were distributed throughout the riparian corridor within each Sample Unit. Soil samples were taken from areas with different microsites or vegetation performance within the riparian zone of each Sample Unit to best characterize a given site. Samples were taken next to plants or near rooting structures. All individual soil samples taken from a given Sample Unit were composited. A subsample of each composited soil sample was sent to Ward Labs in Kearney, Nebraska. Analytical tests performed included soil health¹ and PLFA² analyses.

2.2.3 Soil Health Assessments

Preliminary analysis of the soil health results indicates that most physical and chemical metrics across all reaches are within expected or normal ranges. Results appear typical of western, arid soils. Higher carbon to nitrogen (C:N) ratios are typical of native perennial systems. Lower nitrogen ratios are advantageous to the establishment of native perennial species and a site's resistance to weedy species. Comparative analysis was done between the reference site (NPP) and all reclaimed reaches with no significant differences in soil health or PLFA data.

Morad Park Right Bank appears to exhibit some elevated levels of salt and nitrogen. This is likely due to the more intense recreational use of the site and the nature of Morad Park being an area that allows dogs off-leash. These soil metrics do not appear to have adversely affected the vegetative success of this Sample Unit.

2.2.4 PLFA Testing

The aim of PLFA testing is to provide a real-time snapshot of the soil microbial community. The microbial community is greatly influenced by the vegetation present on site, and it also varies with

¹ A soil health score is calculated based on soil respiration, water extractable organic carbon, and water extractable nitrogen. This analysis also included measurements of soil nutrients and trace elements.

² Phospholipid fatty acids (PLFAs) are found in the membranes of all active organisms. Certain fatty acids are used to indicate the bacteria, fungi, or other types of microbes. Quantifying the fatty acid content in a soil sample can indicate the size of a specific microbial group as well as the size of the entire microbial biomass.

season. Based on a cursory review of the test results, all Sample Units appear to exhibit average- to above average- soil microbial communities. Lack of rhizobia and protozoa in these soils may be due to testing methods and not a deficiency within the soil communities. These results will be explored further.

Areas with more mature trees generally exhibited higher soil fauna biomass and increased fungi to bacteria ratio. These areas include MOR-RB, FST-URB, FST-ULB, FST-LRB, and NPP-RB.

Section 3: Management Implications

3.1 Early Thoughts

Riparian plant species typically exhibit a spectrum of life-history strategies that are either tolerant of flooding and associated sedimentation, only found on surfaces no longer receiving overbank flows, or those that are adapted to some intermediate condition (Nanson and Beach 1977). The flow regime thus plays an important role in driving the structure of riparian vegetation patches, illustrated by declines in diversity where flow regimes are transformed by dams (Nilsson et. al. 2002). Being a tailwater, the North Platte River in Casper has a flow regime that is highly regulated with significantly truncated flow dynamics. This novel flow regime effects the size, quality, and volume of the sediment transported in-, through-, and out- of the project reaches. The sediment dynamics in-turn affect the quality and quantity of sediment deposition (and erosion) in the river's riparian areas, and ultimately has implications for what, where, and how many plant species are likely to thrive in the riparian corridor.

Successional processes associated with disturbance events and subsequent recolonization are responsible for much of the heterogeneity observed in riparian vegetation communities. As a result of the episodic nature of disturbance, riparian vegetation patches can be found at different states of succession at the reach scale. But the successional sequence of the Study Areas has been significantly re-set through the removal of vegetation within the prescribed construction limits, extensive regrading of the river, its banks, the riparian corridor and all of the soils associated with these areas. In practical terms, these riparian areas have been significantly homogenized. Because these sites require near complete revegetation of newly-graded soils, the resulting plant community will be relatively even-aged for some time and will lack the heterogeneity in species and structure characteristic of most high-functioning riparian corridors. In other words, there are some limits on what is immediately achievable in terms of plant community restoration. But this does not mean there are not management opportunities to be actively embraced.

Short-term target communities for revegetation should likely differ from long term target communities. A spatially explicit, preferred vegetation trajectory should be clearly identified during project planning. Time is required for the sites to develop and successional sequences to occur. This, too, needs to be recognized, appreciated, and incorporated into the planning and design of future projects. The *Restoration Potential*, or limits to what is possible and practicable through restoration activities, should also be determined. The baseline data collected as part of this research is the first step in that process.

The setting of restoration project goals requires knowledge of, and a consensus on, an appropriate baseline for healthy soils and healthy vegetation in a landscape, considering the starting (current or existing) conditions. Objectives associated with soil restoration should aim to recover soil functions by reversing degradation and returning soils to healthy conditions where it is determined to be deficient.

or degraded. Goals for healthy soil communities (and success metrics associated with them) should be established as part of a river restoration project's broader goals.

3.2 Next Steps

The 1st Street Study Area has been seeded but has not been outplanted with vegetative stock aside from the incorporation of live cuttings (live brush layering and live staking) during project construction. This Study Area has low native species diversity, is dominated by weedy annual and introduced species in many locations and lacks structural diversity. It is highly recommended that a small pilot-scale planting study be initiated to examine a combination of native seed, planting stock, soil amendments, and mulches that may improve revegetation success and correct the ecological trajectory of this site. Results generated by the current study should be leveraged in developing alternatives and in informing the experimental design. Because the 1st Street reach is a highly visible riparian corridor in Downtown Casper, any experimental planting should incorporate aesthetic planting components as well as functional components.

References

Nanson, G. C., and H. F. Beach. 1977. Forest succession on a meandering-river floodplain, northeast British Columbia, Canada. *Journal of Biogeography* 4: 29-48.

Nilsson C. and M. Svedmark. 2002. Basic principles and ecological consequences of changing water regimes: riparian plant communities. *Environmental Management* 30: 468-480.

Attachment A: Soils Testing Results Summary

A-1

DRAFT for review purposes only.

Attachment A to the Grant Agreement
between Wyoming Game and Fish Commission
and City of Casper
Agency Agreement No: 005016
Page 23 of 24

North Platte River Riparian Soils and Vegetation Research Project – Preliminary Results

Reach	Morad Park		WY Blvd		1st Street Upper		1st Street Lower		N Platte Park		Rating Notes							
Bank	Left Bank	Right Bank	Left Bank	Right Bank	Left Bank	Right Bank	Left Bank	Right Bank	Left Bank	Right Bank	Excellent	Very Good	Good	Slightly Above Average	Average	Slightly Below Average	Poor	Very Poor
Sample Code	MOR-LB	MOR-RB	WYB-LB	WYB-RB	FST-LBU	FST-RBU	FST-LBL	FST-RBL	NPP-LB	NPP-RB								
PLFA Analysis																		
Total Biomass	2036	2095	3100	1594	2297	3160	2502	3437	2020	3718	Phospholipid fatty acids (PLFAs) are found in the membranes of all active organisms. Certain fatty acids are used to indicate the bacteria, fungi, or other types of microbes. Quantifying the fatty acid content in a soil sample can indicate the size of a specific microbial group as well as the size of the entire microbial biomass.							
Diversity Index	1.37	1.45	1.45	1.43	1.50	1.48	1.45	1.43	1.50	1.47								
Fung: Bacteria	0.31	0.39	0.33	0.36	0.45	0.38	0.51	0.54	0.33	0.44	Bacteria tend to dominate in systems with fewer organic inputs or residues possibly leading to a lower C:N ratio. While bacteria are important and needed in the soil ecosystem, fungi are desired and more often considered indicators of good soil health.							
Gram(+) : Gram(-)	0.67	0.89	0.87	0.70	1.12	0.83	1.01	0.66	1.18	0.76	Gram (+) bacteria typically dominate early in the growing season and/or following a fallow period. They also survive better under certain environmental conditions or stressors such as drought or extreme temperatures due to their ability to form spores. A gram (-) dominated soil may be due to anaerobic conditions or other stressors such as pesticide application or heavy metal contamination.							
Soil Health																		
1:1 Soil pH	8.3	8.1	8.2	8.0	8.0	8.1	8.1	8.2	8.0	7.9	6.5 to 8.5 pH is typical for native western soils.							
1:1 S Salts mmho/cm	0.21	1.23	0.30	0.24	0.36	0.63	0.96	0.56	0.28	0.19	EC measurements give us an idea of how salty the soil is but does not express what kinds of salts are present.							
CEC/Sum of Cations me/100g	8.6	18.3	16.8	18.7	20.7	22.5	23.7	21.6	17.3	13.7	Cation Exchange Capacity (CEC) Regardless, the number represents the total milliequivalents (meq) or positively charged cations that 100-grams of this soil can hold. CEC is calculated from the primary cations: hydrogen, calcium, magnesium, potassium, and sodium.							
Organic C:N H2O	14.5	14.3	13.5	13.1	10.8	22.2	23.4	23.9	12.2	19.4	High C:N ratio is desirable for native perennial systems. A low ratio is indicative of an early seral system or cropping system.							
CO2 Soil Respiration	20.5	79.1	18.2	28.5	43	37.1	40.2	31.8	33.6	46.7	Potential for microbial activity, nutrient cycling, and residue decomposition. Low nutrient cycling is indicative of a poor soil biome, elevated cycling is more appropriate for cropping.							
SAR	0.20	2.05	0.32	0.14	0.13	0.21	0.80	0.50	0.09	0.12	The sodium hazard of soil usually is expressed as the sodium adsorption ration (SAR). The SAR must be compared to EC to determine if sodium is problematic. Soils with an EC of < 4 and an SAR of < 14 are considered non-saline and non-sodic.							

A-1

DRAFT for review purposes only.



WGBGLC Annual Reporting Form

Grantee: [] Grant #: []

Reporting Period: [] to [] Submitter Name: []

Project Title: []

Annual Report

Final Report

Award Amount: []

Amount Expended: []

Award Balance: \$ 0.00

Project Accomplishment(s):

[]

Photos:

[]

[]

[]

[]

PLEASE SUBMIT ANNUAL REPORT WITH PHOTOS BY DECEMBER 31ST EACH YEAR AND FINAL REPORT WITH PHOTOS WITHIN NINETY (90) DAYS OF GRANT/PROJECT COMPLETION TO:

Wyoming Governor's Big Game License Coalition
c/o Wyoming Game and Fish Department - Fiscal Division

Email: wgf-wgbglcgrants@wyo.gov

Mail: 5400 Bishop Blvd., Cheyenne, WY 82006

RESOLUTION NO. 23-143

A RESOLUTION AUTHORIZING ACCEPTANCE OF A
GRANT FROM THE WYOMING GOVERNOR'S BIG GAME
LICENSE COALITION

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,

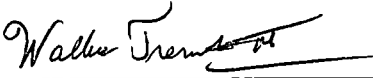
WHEREAS, the City of Casper has been approved for a grant from the Wyoming Governor's Big Game License Coalition 2023 grant cycle, in the amount of Fifteen Thousand Dollars (\$15,000); and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Governor's Big Game License Coalition to fund riparian vegetation test planting for the river restoration project area.

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 Fifteen Thousand Dollars (\$15,000).

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

Bruce Knell
Mayor

June 12, 2023

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

FROM: Zulima Lopez, Parks, Recreation, & Public Facilities Director

SUBJECT: Authorizing a Lease Agreement with Central Wyoming Senior Services, Inc. for the Operation of a Senior Citizen's Center

Meeting Type & Date

Regular Council Meeting
July 5, 2023

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and Central Wyoming Senior Services, Inc. for the operation of the Senior Citizen's Center located at 1831 East 4th Street.

Summary

The City of Casper owns the property at 1831 East 4th Street and has leased the building to Central Wyoming Senior Services Center, Inc. (CWSS) for the operation of the Senior Citizen's Center for over a decade. The Senior Center offers Casper area seniors meal service, home services assistance, caregiver assistance, and activities intended to keep seniors social and physically active.

Changes from the previous lease are outlined below:

- The previous agreement term was three (3) years with an option to extend for an additional three (3) years. The new agreement has the initial term ending September 30, 2023 (to align with the CWSS fiscal year), with automatic renewal for up to five (5) additional one-year terms unless either party chooses to terminate the agreement. These terms are consistent with other current leases at City-owned parks and recreation facilities.
- The agreement requires that the City and CWSS catalog all assets within the facility to determine ownership, with a general rule of thumb being that if the asset was purchased by Central Wyoming Senior Services and can be readily removed, it is an asset of CWSS. This will assist both agencies with regard to improved asset accounting.
- Facility rent has been \$600.00 per month since 2016. The new agreement includes an increase in rent to \$660.00 the first full year after the initial term, with automatic annual increases thereafter, as charted in the lease. The rent for the final renewal term is proposed to be \$817.44 per month. The lease offers an option to negotiate rent for each renewal year using an approved objective method for assessing the fair market value of commercial properties utilized by non-profit service organizations.

- Insurance provisions have been modified to increase property coverage based on the most recent appraised value of the property.
- The agreement clarifies previous ambiguity regarding repair and maintenance responsibilities of both parties. The new agreement requires that CWSS pay the first \$625 for necessary maintenance and repair; the City will pay for expenses in excess of \$625.

Financial Considerations

The proposed changes to the lease agreement are estimated to generate between \$5,000 and \$7,000 in increased revenue from higher rent and from billing by Buildings and Structures for City-provided repair/maintenance services under \$650 per request. The revenue will be applied to the Buildings and Structures Fund, as that fund is responsible for the maintenance and repair expenses associated with this City-owned building.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation, & Public Facilities Director
Matt Thomason, Buildings and Structures Manager

Attachments

Resolution
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement" entered into this _____ day of _____, 2023 between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City" or "**Lessor**" and Central Wyoming Senior Services, Inc., hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the **Lessor** and **Lessee** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates the real property and building located at 1831 East 4th Street, Casper, Wyoming, which has been utilized as the Senior Citizens Center (the "Center"); and,
- B. **Lessee** desires to lease the Center from the Lessor pursuant to the terms and conditions and associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Lessor** hereby agrees to lease to **Lessee** and **Lessee** hereby agrees to lease from **Lessor**, for the term herein after provided, and any extensions thereafter, and upon the term and conditions set forth in this Agreement, the following described real property:

The Center located at 1831 East 4th Street, Casper, Wyoming 82601, the "Leased Premises."

- B. LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

2. PURPOSE:

- A. The Leased Premises are leased to **Lessee** for the sole and exclusive purpose of operating a senior citizens center and its related programming and activities.

3. TERM:

- A. The primary term of this Lease shall be for a period commencing on the execution

date to and including September 30, 2023 (“Primary Term”). The agreement shall renew automatically for additional one (1) year terms ending on September 30 of each year (“Extension Terms”) unless either party terminates the agreement by giving no less than sixty (60) days prior written notice to the other party. The Extension Terms of this Agreement will be subject to the same terms and conditions herein set forth. Automatic renewals will be limited to five (5) one-year periods, ending no later than September 30, 2028.

4. RENT:

- A. The Lessee shall pay to Lessor rent in the amounts set forth below for the Primary Term and each Extension Term, if applicable.

Lease Term	Monthly Rent	Increase from Previous Rent
Through Sept. 30, 2023	\$600.00	N/A
Oct. 1-Sept. 30, 2024	\$660.00	10%
Oct. 1-Sept. 30, 2025	\$706.20	7%
Oct. 1-Sept. 30, 2026	\$748.57	6%
Oct. 1-Sept. 30, 2027	\$786.00	5%
Oct. 1-Sept. 30, 2028	\$817.44	4%

- B. No less than sixty (60) days prior to the end of the Primary Term, the Parties may agree on an alternate method by which to assess rent for the subsequent Extension Term(s). Parties agree that the method shall be objective and measurable with consideration for recognized approaches to determining fair market value of commercial properties utilized by service organizations. In the event the parties do not agree on an alternative method to assess the upcoming terms’ rent, the rent shall increase annually as set forth in Section 4.A. above.
- C. Lessee’s failure to pay Lessor the above described fee on or before the 15th day of any month of this Lease shall be considered a material breach and default by the Lessee of the terms and conditions of this Lease. All such rents shall be payable to the City at 200 North David Street, Casper, Wyoming, 82601.

5. ASSIGNMENT/SUBLEASING:

- A. Lessee may not assign, sell, sub-let, or otherwise transfer any interest in this Lease, the Leased Premises, or any improvement placed thereon without the prior written consent of the Lessor.
- B. Notwithstanding any such assignment, transfer, or sub-lease, Lessee shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and conditions thereof.

6. INVENTORY/ASSETS/CAPITAL REQUESTS:

- A. Within sixty (60) days of the execution of this Agreement by all parties hereto, and on or before the 31st day of August of each Extension Term of this Agreement, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. In general, unaffixed and mobile equipment purchased by the **Lessee**, without contribution by the **Lessor**, that can be unplugged or otherwise disconnected and moved out of the building without modification or damage to the premises, shall be considered **Lessee**- owned assets. Conversely, any equipment or fixtures purchased with funds provided by the **Lessor** and/or are immobile or fixtures of the building as indicated in Section 13.C of this Agreement, shall be considered **Lessor**-owned assets. **Lessee** shall not remove any **Lessor** owned equipment from the facilities without express written permission from the City Manager or his/her designee.
- B. **Lessor** shall have a lien on all of the **Lessee's** fixtures, personal property and equipment placed on, or moved into, the Leased Premises, to secure the performance of **Lessee's** obligation hereunder. If, at the end of the lease term or any extensions thereof, **Lessee** is not in default in any of the provisions of this lease, it may remove any of its personal property moved onto said premises, provided that it shall, at its own cost and expense, immediately repair any and all damage to the Leased Premises occasioned by the removal.
- C. **Lessee** shall annually, in November during any term of the Lease, arrange for a walk through of the facility with **Lessor** to review the condition of the facility and discuss any capital improvements to the facility that the **Lessor** requests for the upcoming fiscal year. Capital improvements include building additions, alterations, repairs or improvements and/or purchase or replacement of Lessor-owned equipment or fixtures where the cost of each improvement or equipment purchase is greater than Five Thousand Dollars (\$5,000) and the depreciable life of the improvement is in excess of five (5) years. **Lessor** shall be under no obligation to make the capital expenditures requested by the **Lessee**. **Lessee** shall have no liability for any claims, costs, or damages arising out of the **Lessor's** failure to fund a capital improvement requested by the **Lessee**.

7. TAXES AND ASSESSMENTS:

- A. **Lessee** agrees to pay all applicable local, state, and federal taxes due and owing as a result of **Lessee's** performance and activities under this Agreement.

8. EMPLOYEES OF LESSEE:

- A. The individuals employed by the **Lessee** at the Leased Premises shall be **Lessee** employees in all respects. The **Lessor** shall have no liability for the acts or omissions

of **Lessee's** employees.

- B. **Lessee** shall not permit its employees, volunteers, guests, visitors, or participants to violate any of the terms and conditions of this Lease nor to violate any law, rule, or regulation of the Lessor with respect to the Leased Premises.

9. **LAWS AND REGULATIONS:**

- A. **Lessee** shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, county and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Lessee** with respect to the real property and fixed assets. **Lessee** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, for the making of repairs, additions, alterations, or improvements.

10. **INSURANCE, INDEMNIFICATION AND IMMUNITY:**

- A. **Lessee** agrees to provide and maintain through the primary term of this lease, and any subsequent extension terms, liability insurance in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of not less than Five Hundred Thousand Dollars (\$500,000) for all claimants arising out of a single transaction or occurrence.
- B. It is recognized by and between the parties to this Lease that the liability insurance requirements contained herein are the maximum liabilities which may be imposed under the Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed under law is altered, either during the primary term of this Lease, or any subsequent extension terms, then such insurance from **Lessee**, as outlined in Section 10.A. above, shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the **Lessor** having the option to immediately terminate this Lease and take possession of the Leased Premises.
- C. **Lessee** shall also provide and maintain insurance insuring the Center, its building, fixtures, and other improvement from loss by fire or other casualty equal, from time to time, in amounts acceptable to the **Lessor**, which shall not be less, from time to time, of the appraised or fair market value of the Center, its building and its related improvements. At the inception of this Lease, the **Lessee** shall insure the Center, its fixtures and improvements for a sum of not less than FOUR MILLION, THREE HUNDRED THIRTY-FOUR THOUSAND DOLLARS (\$4,334,000).
- D. **Lessee** shall provide the **Lessor** with certificates evidencing such insurance as outlined above, prior to the commencement of any activities by the **Lessee** on the Leased Premises. Said insurance policy or policies shall name the **Lessor** as an additional insured and shall provide the **Lessor** with at least thirty (30) days written notice of any

lapse, termination, cancellation, or modification. The additional insured requirement shall apply only to the property coverage, and not the general liability coverage described in Section 10 A. above.

11. ADVERTISING:

- A. **Lessee** shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the **Lessor's** right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Lessee** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the **Lessor** of advertising material shall not constitute a waiver of **Lessee** obligations concerning such violations or infringement. **Lessee** agrees to indemnify and hold the **Lessor** harmless with respect to all claims without cost to the **Lessor**.
- B. The parties agree that all advertising placed at the facility and/or on the property is owned by the **Lessee** and shall remain the property of **Lessee**, and shall be subject to removal by **Lessee** at any time.

12. RIGHT TO ENTRY:

- A. The **Lessor** reserves the right to enter the leased property at all times for the purposes of maintenance, public safety, and other general inspections. **Lessee** will be notified of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections.

13. MAINTENANCE AND CAPITAL IMPROVEMENTS:

- A. **Lessee** shall, during the term of this Agreement, keep the leased premises in good appearance, order, and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect its employees, volunteers, guests, visitors, or participants.
- B. **Lessee** shall be solely responsible for all custodial services for the facility, all exterior maintenance and repair of the planted areas and sidewalk, including snow removal, and the cost of utilities for servicing the interior of the building. All costs associated with the replacement of light bulbs shall also be the responsibility of the **Lessee**. In addition, the **Lessee** shall be responsible to repair, at its own cost, any damages to the property that is caused by the negligence or intentional acts of its employees, volunteers, guests, visitors, or participants, during the Lease term. The **Lessee** may, at its sole discretion, request from the **Lessor**, the services required to replace light

bulbs or repair damages to the property caused by the negligence or intentional acts of its employees, volunteers, guests, visitors, or participants by contacting the City Buildings and Structures (BAS) Division Manager. The **Lessee** and BAS Manager shall determine if City staff is available to perform the needed work within a reasonable time period. If City staff does perform the requested work, **Lessee** will be billed for the entirety of costs, regardless of the total, based on completed work orders that clearly describe the work performed and all associated labor and material costs.

- C. **Lessee** shall pay for the first Six Hundred Twenty-Five Dollars (\$625) for any repair or maintenance that is necessary for the building and its fixtures, as well as all equipment and assets, excepting routine preventative maintenance of the HVAC system (filter changes), which shall be provided by the **Lessor** at no cost. The **Lessor** shall be responsible for routine HVAC preventative maintenance costs as well as expenses for necessary repairs and maintenance to the building, its fixtures, and critical mechanical or commercial kitchen equipment in excess of Six Hundred Twenty-Five Dollars (\$625).
- D. For City-owned equipment and assets, **Lessee** shall make a good faith effort to contact the City Buildings and Structures (BAS) Division Manager to notify him/her that repairs or maintenance are needed. The **Lessee** and BAS Manager shall determine if City staff is available to perform the needed work within a reasonable time period. If City staff is unavailable, contracted services may be utilized to complete the necessary repair or maintenance work. **Lessee** will be billed for work performed by City staff, as described in Section 13.C. above, based on completed work orders that clearly describe the work performed and all associated labor and material costs.
- E. The **Lessor** shall be responsible for parking lot snow removal as well as major capital improvements or repairs to the Leased Premises, if appropriately budgeted and approved by the Casper City Council, based on the **Lessee's** request made in November of the prior year during the annual facility walk-through.

14. ADDITIONS, ALTERATION, AND IMPROVEMENTS

- A. Any additions, alterations, and/or improvements to the structure or immobile fixtures of the Leased Premises (painting and routine maintenance excepted) shall be subject to prior written approval from the **Lessor**. Requests for any such approval shall be directed, in writing, to the City of Casper department director responsible for public facilities. Such additions, alterations, and improvements shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any such additions, alterations, and/or improvements to the Leased Premises to be constructed or made by the **Lessee**, shall first be submitted to the **Lessor's** authorized representative for approval in accordance with existing City codes, prior to the construction or installation thereof. The **Lessor** shall,

in addition, have authority to approve or disapprove of additional facilities or fixtures placed upon the leased premises. **Lessee** shall, at its sole cost and expense, obtain all necessary building permits before the commencement of any construction on the Leased Premises.

- C. The Parties agree and understand that any additions, alterations, and/or improvements to the structure of the Leased Premises, including immobile equipment and landscaping, shall become fixtures thereof, and upon the termination of this Lease any and all improvements to the Leased Premises shall become the sole and separate property of the **Lessor**, free and clear of any claim by the **Lessee**, unless other arrangements are approved by the Parties and documented, in writing, prior to the construction or installation.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein.

15. UTILITIES

- A. **Lessee** shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, natural gas, water, telephone service, and internet service and related equipment as utilized for the operation of its business. **Lessee** shall timely pay as and when due all utility charges free and clear of any claim against the **Lessor** thereof.

16. TERMINATION OF LEASE AGREEMENT:

- A. The **Lessor** or the **Lessee** may terminate this Agreement for cause by providing not less than thirty (30) days written notice to the other party of intent to terminate said Agreement. Failure to conform, perform, or comply with any of the material terms, conditions, or agreements hereof, shall be deemed cause for termination of the Agreement. Notwithstanding the above, the **Lessee** shall not be relieved of liability to the **Lessor** through damages sustained by the **Lessee**, by virtue of termination of the Agreement by the **Lessee** or any breach of the Agreement by the **Lessee**.

17. DEFAULT:

- A. In the event **Lessee** shall fail to make any payment called for within thirty (30) days after the same shall fall due, then **Lessor** may terminate this Lease by giving **Lessee** written notice of such termination; or, in the event the **Lessee** fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within thirty (30) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**. Provided however, in the event the cure of any such deficiency (other than the making of any payment otherwise due the **Lessor** by

the **Lessee**) will reasonably take more than thirty (30) days then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty (30) day period continues to work, in a timely and reasonable fashion, the cure of any such deficiency.

- B. Upon such termination, **Lessor** shall be entitled to possession of the Leased Premises and all improvements and fixtures made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the Leased Premises and all other improvements and fixtures made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.
- C. It is agreed by the Parties that any breach of any term of this Lease shall constitute cause for termination under this clause.

18. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

- A. **Lessee** shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the Leased Premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

19. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

- A. In the event of destruction of the Leased Premises to such an extent that **Lessee** can no longer use the premises, **Lessee** or **Lessor** shall be entitled to immediately terminate this Lease, and **Lessee** shall be entitled to withhold rent, provided the destruction is not the fault of the **Lessee**.
- B. In the event of partial destruction of the Premises, **Lessee** shall be entitled to a proportionate reduction of rent while repairs are being made by the **Lessor**, provided the partial destruction is not the fault of the **Lessee**. The amount of the proportionate reduction shall be based on the extent to which the destruction and repairs interfere with the business carried on by the **Lessee**. If the Premises are damaged by fire or other casualty, which makes the Premises substantially unusable, the obligation to make payment under this Lease shall cease until the Premises are substantially usable by the **Lessee**, provided the destruction is not the fault of the **Lessee**.
- C. If the partial or total destruction of the Leased Premises is the fault of the **Lessee**, its employees, volunteers, visitors, guests or participants, or the result of the Lessee's use and operation of the Leased Premises, **Lessee** shall repair, rebuild or reimburse the

Lessor to an equal to or better condition or fairly compensate the **Lessor** in monetary value, equal to their fair market value at the time of the destruction of such real property or fixed assets.

- D. Assets owned by the **Lessee**, regardless of the cause of the damage, will be the responsibility of the **Lessee** to repair or replace. In the event the **Lessee** elects not to repair or replace any such fixture or improvement, the **Lessee** shall be solely responsible for demolishing and removing any such fixture or improvement from the Leased Premises at **Lessee's** sole cost and expense within a reasonable amount of time.

20. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

- A. **Lessee** shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of sub-tenancies, liens, or other encumbrances, together with alterations and improvements which may have been made thereon, except for assets or fixtures mutually agreed to be the property of the **Lessee** during the most recent inventory, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Lessee** at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Lessee**, and becomes the **Lessor's** at its option.

21. MISCELLANEOUS COVENANTS:

- A. Lessee shall not allow any lien or other encumbrance to be filed or placed against the Leased Premises.
- B. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- C. Each person executing this Lease hereby state that they have the requisite authority from their principals to bind their principals to each and every term of this Lease.

22. NOTICE:

- A. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

Lessor:
City Manager
City of Casper, Wyoming
200 North David Street
Casper, Wyoming 82601

Lessee:

Executive Director
Central Wyoming Senior Services, Inc.
1831 East 4th Street
Casper, Wyoming 82601

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

23. WAIVER:

A. No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Lease or any future breach thereof. No term or condition of this Lease required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other breach thereof.

24. ENVIRONMENTAL COMPLIANCE:

A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or groundwater at or near the property. **Lessee** shall manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.

B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery,

compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee, Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons, and shall advise the **Lessor** in writing, upon request, of all such precautions which have been taken.

25. GOVERNING LAW:

- A. This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

26. NON-DISCRIMINATION:

- A. In the performance of this Lease, the **Lessee** agrees that neither it nor its volunteers or subcontractors will discriminate against any employee or applicant for employment to be employed with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any member of the public using or requesting the use of the Leased Premises, because of his or her race, color, creed, religion, national origin, age, sex, ancestry, or disability.

27. WYOMING GOVERNMENTAL CLAIMS ACT:

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

28. 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, their respective successors, grantees,

transferees, or assigns. 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.

29. ENTIRE AGREEMENT:

- A. The Parties agree that this Lease supersedes all prior Agreements between them, oral or written, regarding the leasing of the Leased Premises, and no amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- B. This Agreement contains the entire agreement between the Parties and it is agreed that neither **Lessor** nor anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

30. ELECTRONIC SIGNATURES:

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

DocuSigned by:
Wallace Trembath

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Bruce Knell
Mayor

LESSEE:

Central Wyoming Senior Services, Inc.
1831 East 4th Street
Casper, Wyoming 82601

WITNESS:

DocuSigned by:
Aimee Ottley

By: _____

By: Aimee Ottley

Title: _____

Title: Executive Director

RESOLUTION NO. 23-144

A RESOLUTION AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF CASPER AND CENTRAL
WYOMING SENIOR SERVICES, INC.

WHEREAS, the City of Casper is the owner of the property at 1831 East 4th Street, Casper, Wyoming; and,

WHEREAS, Central Wyoming Senior Services, Inc., desires to lease said property to operate a senior citizens' center and for other related purposes; and,

WHEREAS, the City of Casper desires to enter into a Lease Agreement with Central Wyoming Senior Services, Inc., so that senior citizens in our community can enjoy programming and services offered from a dedicated senior citizen facility.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the Lease Agreement with Central Wyoming Senior Services, Inc., for the operation of a senior citizens' center and other related purposes.

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

June 26, 2023

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: J. Carter Napier, City Manager *jal*
SUBJECT: Casper Natrona County Health Department Board Reappointment

Meeting Type & Date
Regular Council Meeting, July 5, 2023

Action Type
Minute Action

Recommendation:
That Council, by minute action, authorize the reappointment of Mike Cometto to the Casper Natrona County Health Department Board.

Summary:
The Health Department has one (1) member whose term expired on June 30, 2023. He has submitted a letter requesting to be reappointed. His first five (5) year term began in 2013, and was consecutively reappointed for a second five (5) year term in 2018. This would be his third consecutive five (5) year term beginning July 1, 2023 and expiring June 30, 2028. In April 2023, bylaws were updated, removing term limits of two (2) consecutive five (5) year terms.

Financial Considerations:
No Financial Considerations.

Oversight/Project Responsibility:
Casper Natrona County Health Department Board

Attachments:
Recommendation letter
Letter of interest
Published legal notice



June 15, 2023

Mayor Bruce Knell
City Manager, Carter Napier
123 West 1st Street
Casper WY 82601

RE: Board of Health Appointee

Greetings Mr. Mayor and Mr. City Manager:


The Casper-Natrona County Board of Health and myself, unanimously recommend the re-appointment of Mike Cometto to the Board of Health. Mr. Cometto has served the board for two terms and brings a wealth of historical knowledge. He is also intricately involved with improving financial processes, job descriptions, market study and support and direction of the new Health Department Building. He is in the profession of accounting and utilizes his skills for financial oversight and making recommendations to the board. This would be a City of Casper appointed position serving a term from July 1, 2023 to June 30, 2028.

All required processes for looking for a board member were followed which included publication in the Casper Star Tribune- posted on May 10th, 2023 and May 14th, 2023, published on the Casper Natrona County Health Department Website and news section since April 11, 2023. Multiple people were contacted personally for possible consideration of applying to the board.

Mr. Cometto was our only applicant and comes very highly recommended. He is instrumental in the future development of the Casper Natrona County Health Department.

Should you have any questions, please feel free to contact me.

Respectfully,



Anna M. Kinder

Enclosures

Mike Cometto
301 Wind River Ave.
Casper, WY 82609

May 16, 2023

Mr. Carter Napier
City Manager
200 N. David
Casper, WY 82601

Mr. Napier and Member of the Casper City Council:

I am writing to inform you and the members of the City Council that I am interested in continuing to serve on the Casper-Natrona County Health Department Board of Directors. I have had the pleasure to serve on the Board for the past 10 years and with the current new health department building in process I would love to be able to be a part of that process and see it come to fruition. I also believe that the Department provides a tremendous and necessary service with the City of Casper and Natrona County. I believe they have proved that with the response they had handling the COVID pandemic over the last several years.

It would be an honor for me to be reappointed to the Board of Directors.

Please let me know if/when my reappointment to the Board is approved.

Sincerely,



Mike Cometto

CC: Mrs. Anna Kinder, Executive Director

Website location

<https://casperpublichealth.org/about-us/>

JOIN OUR BOARD

The Casper-Natrona County Health Department is currently seeking two additional board members. One will be city appointed and the other county appointed. We will need one citizen member and one who is a doctor. [Contact us here](#) for more information, or download our [citizen application here](#) and return to the health department.

EMPLOYMENT

Submit a Legal Notice

Thank you, your submission/order has been received

The following details were submitted:

Contact Us

First Name

Anna

Last Name

Kinder

Business Name

Casper Natrona County Health Department - - Casper, WY

Date to begin publication

May 10, 2023

Additional dates to publish

May 14, 2023

Phone

(307) 577-9722

Billing Address

475 South Spruce Street

City

Casper

State

5/4/23, 1:44 PM

Contact | trib.com

WY

Zip Code

82601

Email

akinder@cnchd.org

Message

Casper Natrona County Board of Health has two openings. Wyoming State Statute 35-1-302c requires one member shall have the degree of doctor of medicine , the other position is open to anyone interested in serving on the board. One position is appointed by City of Casper and one is appointed by Natrona County. Please visit casperpublichealth.org under tab about us to get further directions and application information. Deadline for submission is June 1, 2023.