

# COUNCIL MEETING AGENDA

## Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, October 3, 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](mailto:CouncilComments@casperwy.gov)

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

### AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE

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3. APPROVAL OF COUNCIL MEETING MINUTES

A. Consent

1. Consideration of **Minutes of the September 5, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on September 23, 2023.
2. Consideration of **Minutes of the September 5, 2023 Executive Session**.
3. Consideration of **Minutes of the September 12, 2023 Special Council Meeting**, as Published in the Casper Star-Tribune on September 23, 2023.
4. Consideration of **Minutes of the September 12, 2023 Executive Session**.
5. Consideration of **Minutes of the September 19, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on October 3, 2023.
6. Consideration of **Minutes of the September 19, 2023 Executive Session**.
7. Consideration of **Minutes of the September 22, 2023 Special Council Meeting**, as Published in the Casper Star-Tribune on October 3, 2023.
8. Consideration of **Minutes of the September 22, 2023 Executive Session**.

4. CONSIDERATION OF BILLS AND CLAIMS

5. BRIGHT SPOTS IN OUR COMMUNITY

- A. Fire Prevention Week Proclamation
- B. Arts & Humanities Month Proclamation

6. COMMUNICATIONS

- A. From Persons Present

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7. ESTABLISH PUBLIC HEARINGS

A. Consent

1. Establish October 17, 2023 as the Public Hearing Date for Consideration of:
  - a. A Resolution Approving the City's Application to the **Wyoming Business Council's BRC Community Readiness Grant for the North Platte Park Foundational Infrastructure Project.**

8. PUBLIC HEARINGS

A. Ordinances

1. An **Ordinance Amending Section 10.52.030 of the Casper Municipal Code Regarding Driving or Having Control of a Vehicle While Under the Influence of Intoxicating Liquor or Controlled Substance.**
2. **An Ordinance Amending Chapter 9.48 Of the Casper Municipal Code. (Camping)**
3. An Ordinance **Amending Section 17.104.170 – Parking and Dwelling Use Restrictions – Permit**, of the Casper Municipal Code.

9. THIRD READING ORDINANCES

A. Ordinances

1. Updating and **Amending Chapter 5.08 of the Casper Municipal Code** Including Sections 5.08.010 & 5.08.340.
  - a. Communications from Persons Present
2. **Amending Chapter 6.04 of the Casper Municipal Code.**
  - a. Communications from Persons Present

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## 10. RESOLUTIONS

### A. Consent

#### 1. Authorizing Agreements with the Individual Organizations for Use of the **Optional 1%#17 Sales Tax Special Projects Funds.**

a. 12-24 Club	\$95,528.85	o. Community Action Partnership of NC	\$50,152.65
b. Arc of Natrona County	\$28,658.66	p. Global Spectrum (CNFR)	\$122,000.00
c. Big Brothers Big Sisters	\$66,870.20	q. Hope House	\$38,211.54
d. Brain Injury Association	\$47,764.43	r. Iris House, Inc.	\$38,211.54
e. Casper Artist's Guild	\$66,870.20	s. Mercer Family Resource Center	\$95,528.85
f. Casper Boxing Club	\$42,987.98	t. Natrona County Public Library	\$240,000.00
g. Casper Family Connections	\$47,764.43	u. Natrona County Safe Ride	\$20,061.06
h. Casper Housing Authority	\$47,764.43	v. Nicolaysen Art Museum	\$400,000.00
i. Central Wyo. Counseling	\$38,211.54	w. Science Zone	\$95,528.85
j. Central Wyoming Hospice	\$95,528.85	x. Self Help Center	\$134,695.68
k. Central Wyo. Sr. Services	\$143,293.28	y. Special Olympics of Wyoming	\$66,870.20
l. Child Development Center	\$37,256.25	z. United Way of Natrona County	\$19,092.40
m. Children's Advocacy Project	\$128,000.00	aa. University of Wyoming	\$100,000.00
n. Climb Wyoming	\$47,764.43	bb. Unaccompanied Student Initiative	\$61,138.47
		cc. Youth Crisis Center	\$269,000.00

#### 2. Authorizing an Agreement with **Oftadel Construction, Inc.**, for the **Midwest Avenue Reconstruction – Poplar Street to Walnut Street**, Project No. 21-079.

#### 3. Authorizing a Contract for Professional Services with **Dustbusters Enterprises, Inc.**, for the **2023-2024 Street Ice Slicer Procurement**, Project No. 23-036.

#### 4. Authorizing Acceptance of a **Grant from the Wyoming Department of State Parks and Cultural Resources**, Division of State Parks, Historic Site and Trails, for the **Washington Park Revival Phase I Project**.

#### 5. Authorizing Acceptance of a Save America's Treasures Grant from the **National Park Service**, for the **Fort Caspar Historical Log Building Rehabilitation Project**.

## 11. MINUTE ACTION

### A. Consent

#### 1. Authorizing Staff to Advocate for the **Wyoming Association of Municipalities Legislative Resolutions** for the Upcoming Wyoming Legislative Session.

#### 2. Authorizing the **Reappointment of Dennis R. Gazdiewich** to the **Civil Service Commission** for an Additional Three (3) Year Term Expiring September 30, 2026.

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3. Authorizing the **Purchase of One (1) New Rough Area Tractor Mower** with Accessories, in the Total Amount of \$47,890.30, After Trade, for Use by the **Weed and Pest Division** of the Parks, Recreation & Public Facilities Department.
4. Authorizing the **Purchase of One (1) New Rough Area Tractor Mower** with Accessories, in the Total Amount of \$46,866.88, After Trade, for Use by the **Balefill of the Solid Waste Division** in the Public Services Department.
5. Authorizing the **Purchase of One (1) New Dedicated Turf Sprayer**, in the Total Amount of \$81,521.00, for Use by the **Weed and Pest Division** of the Parks, Recreation, and Public Facilities Department.
6. Authorizing the **Purchase of Two (2) New Airless Striping Machines and Two (2) New Self-Propelled Devices**, in the Total Amount of \$31,152.90, for Use by the **Streets and Traffic Division** of the Public Services Department.
7. Authorizing the **Purchase of One (1) New One-Ton Dual Wheel 4x4 Super Cab Pickup Truck with Platform Bed**, in the Total Amount of \$64,102.00, After Trade, for Use by the **Streets and Traffic Division** of the Public Services Department.
8. Authorizing the **Purchase of One (1) Feeder Hopper Tracked Stacker**, in the Total Amount of \$242,000.00, for Use by the **Streets and Traffic Division** of the Public Services Department.
9. Authorizing the Appointment of **Mayor Ray Pacheco** to the **Central Wyoming Regional Water System Joint Powers Board**.

12. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

13. ADJOURN INTO EXECUTIVE SESSION – LITIGATION

14. ADJOURNMENT OF REGULAR MEETING

**Upcoming Council Meetings**

Regular Council Meetings

6:00 p.m. Tuesday, October 17, 2023 – The Lyric

6:00 p.m. Tuesday, November 7, 2023 – The Lyric

Work Sessions

4:30 p.m. Tuesday, October 10, 2023 – The Lyric

4:30 p.m. Tuesday, October 24, 2023 – The Lyric

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ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS  
 Regular Council Meeting - The Lyric  
 September 5, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:04 p.m., Tuesday, September 5, 2023. Present: Councilors Gamroth, Jensen, Cathey, Haskins, Engebretsen, Pollock, Vice Mayor Pacheco, and Mayor Knell. Councilor Bond attended the meeting virtually.

2. PLEDGE OF ALLEGIANCE

Mayor Knell led the audience in the pledge of allegiance.

3. REGULAR MEETING MINUTES APPROVAL

Moved by Vice Mayor Pacheco, seconded by Councilor Cathey to, by minute action, approve the minutes of the August 15, 2023 Regular Council Meeting, as published in the Casper Star Tribune on August 26, 2023. Motion passed.

4. APPROVAL OF GENERAL BILLS & CLAIMS

Moved by Councilor Engebretsen, seconded by Councilor Pollock to, by minute action, approve payment of the September 5, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

<u>General Bills &amp; Claims 09/05/23</u>		
307Cntrctng	Refund	351.00
307Shrdng	Services	675.00
6HGroup	Goods	325.60
71Const	Goods	700,376.83
ABenson	Refund	16.92
ADickey	Refund	27.78
AShaffer	Refund	25.50
AAALndscpng	Services	7,118.63
ABYMnfctng	Goods	973.30
AccntPckgng	Goods	2,932.53
AdvncdNtwrkMngmnt	Services	5,740.80
Airgas	Goods	2,196.70
AirInnvtns	Services	256.50
AllTrees	Services	5,600.00
AllOutFireExt	Goods	1,400.00
AllncElctrc	Services	1,389.81
Alsco	Services	2,266.10
AMBI	Services	2,010.32
AmrTech	Services	7,608.57
AqtcInfrmtcs	Services	2,913.00

ArdurraGrp	Services	1,206.71
AT&T	Services	35,160.06
Atmtn&Elctrncs	Services	74,377.50
Atlas	Goods	3,625.61
BAllen	Reimb	136.48
BAnderson	Refund	244.58
BCrook	Reimb	150.00
BLoftin	Refund	24.83
BLoghry	Refund	71.67
BrgrnEllngsn	Goods	53.64
BlkHillsEnrgy	Utilities	4,865.35
BlkmmPrpn	Goods	2,408.99
BluestmCnsltng	Services	1,500.00
Borco	Refund	129.88
BrntagPac	Goods	132,872.09
Brian'sGoTo	Services	340.85
BrndlCrk	Services	8,500.00
BrbcksRfrgrtn	Goods/Services	955.57
CDonnelly	Refund	260.00
CHarlow	Refund	46.87
CHoward	Refund	82.17
CKnipe	Refund	262.57
CLeeling	Refund	25.92
CMartini	Refund	177.75
CptlBusnsSystem	Services	61.80
CarusCorp	Goods	20,196.00
CsprBldngSystems	Services	93,378.65
CsprDwntwnDvlpmt	Goods	2,000.00
CsprStrTrb	Services	5,736.82
CsprTire	Services	1,050.00
CsprVtrnry	Services	290.56
CWRWS	Goods	1,241,041.85
CntryLnk	Utilities	13,998.33
CtyCspr	Services	246,980.35
ChpmnVldz&Lnsng	Services	2,000.00
CivilEngnrng	Services	33,992.20
CMITeco	Services	67,171.03



CocaCola	Services	74.75
COGolf&Turf	Goods	11,000.00
CommTech	Services	10,892.00
CnsnsCldSltns	Services	417.11
CPSDstrbtrs	Goods	300.01
CPU	Goods	4,454.00
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	172,197.00
DFerguson	Reimb	76.51
DKanelos	Refund	77.00
DLodenConst	Services	610.00
DSparks	Refund	25.45
DVanWyck	Refund	33.03
DckrAuto	Services	115.00
Dell	Goods	27.41
DnvrIndstrlSlS&Srvcs	Goods	161.11
DiamndVglPaints	Goods	8.55
DPCIndstrs	Goods	39,308.42
DynmcCntrls	Services	2,191.00
EmrgncyMdcl	Services	600.00
EnrgyLabs	Services	3,276.00
Enviro&Civil	Services	5,157.76
EPGCmpns	Services	4,074.42
ExpSvcs	Services	3,200.32
FStultz	Refund	40.15
FrgsnEnt	Goods	7,768.83
FIB	Goods/Investments	16,122.61
5TrailsRtry	Dues	350.00
FlickWrhs	Services	1,400.00
FlydsTrckCntr	Services	505.84
ForzaFrnses	Services	1,785.00
FoxstrOpco	Goods	40.00
GMurray	Refund	23.75
GSelvey	Refund	37.98
GThomas	Refund	33.15
Galls	Goods	3,005.68
GeosyntcCnsltnts	Services	14,775.19

GloblSpctrm	Services	74,166.67
GblSmprsnAssoc	Goods	4,053.00
Glf&SprtSltns	Goods	2,012.68
Grngr	Goods	1,032.97
GrntPeakPmp	Goods	17,823.52
GrnrMotr	Services	49,862.00
GrmshwCnstrctn	Refund	25.00
GSGArchtr	Services	10,035.50
Hach	Goods	2,279.27
HrvrdDrugGrp	Goods	1,646.00
HDREngnrng	Services	4,883.75
Hico	Goods	5,390.00
Homax	Goods	73,768.03
HowrdSply	Goods	319.70
HydroOptmztn	Services	3,475.00
IME	Services	1,792.10
IntrmtnMtrSprts	Goods	1,519.44
ITCElctrl	Services	3,308.50
Itron	Services	600.00
JAnderson	Refund	38.32
JBarron	Refund	37.98
JFancher	Refund	246.76
JHearn	Refund	141.08
JMcDaniel	Refund	9.95
JRobinson	Refund	101.28
JSimms	Reimb	140.70
JStrickland	Reimb	120.72
JWinzenried	Reimb	150.00
JKllr&Assoc	Services	250.00
JacobsEngnrng	Services	5,651.20
JonasSftwr	Services	349.00
JRW&Assoc	Refund	11.81
KRogers	Refund	133.00
KWieck	Refund	92.32
Kinsco	Goods	13,229.00
KLJSltnsHldng	Services	1,996.02
KnfRvr	Goods/Services	103,914.33

KncklDrgrTctics	Services	960.00
KubwtrRes	Goods	8,300.00
LChristensen	Reimb	150.00
LCrockett	Refund	21.48
LLenhardt	Reimb	665.59
LMasiero	Refund	78.29
LPickle	Refund	49.50
LPodzimek	Refund	188.96
Lisa'sSpcNSpn	Services	420.00
Lgstcs365	Goods	42,556.87
LongBldgTech	Services	273.00
MBaker	Refund	44.78
MColey	Refund	1,111.32
MO'Meara	Refund	47.33
MgmtFrnses	Services	10,225.00
MlgrdCnstrctn	Services	255,199.60
MidIndImplmnt	Goods	1,425.56
MillsPD	Services	66.90
MillsTownOf	Refund	5,315.61
MoblCncrte	Goods	6,913.92
MonsnJntrlSrvc	Services	6,204.22
Motn&FlowCntrl	Goods	461.80
MotorlaSltns	Services	11,725.67
MtnAlrmFire&Scrty	Services	716.25
MtnStLitho	Services	4,231.73
MtnWstTech	Services	1,076.00
MPIWrhsSpclty	Goods	642.16
NTalkington	Refund	80.58
NtnlTstngNtwrk	Dues	750.00
NCSO	Services	419,850.90
NCTrsr	Goods	85,592.52
NlsnWldng	Services	200.00
Norco	Goods	2,372.34
NWstContr	Goods	179.00
OneCall	Services	1,041.75
OvrHeadDr	Services	932.50
PAdams	Refund	23.86

PLarsen	Reimb	100.00
PacificSteel&Rcyclng	Refund	16.50
PvlnPrprty	Refund	77.99
PeakGeosltns	Services	58,500.00
Pedens	Goods	734.20
Pepsi	Goods	1,690.07
PtrbltOfWyo	Services	594.00
PstlPros	Services	20,698.95
PrdsnWdwTntng	Services	580.80
RBaughman	Refund	42.28
RCastillo	Refund	250.36
RLowry	Reimb	20.98
RMcMillen	Reimb	150.00
RSchulte	Refund	33.09
RWeavers	Reimb	150.00
RailRdMgmt	Services	344.67
RaindrpPrdcts	Services	28,520.00
RapidFirePrctn	Services	7,100.00
RgncyMidwstVntrs	Services	400.00
RpblicPrkng	Services	202.00
RGB	Services	30.00
RvrOaksComm	Services	895.00
RKREntrprs	Services	300.00
RckyMtnAirSltns	Goods	4,767.41
RckyMtnIndstrl	Goods	6,077.00
RckyMtnPwr	Utilities	163,233.29
RootrSwr	Services	1,893.45
SBergstrom	Refund	41.52
SBertagnole	Refund	39.47
SBoyle	Reimb	101.49
SGraham	Refund	97.02
Skchrs	Refund	53.28
SMiller	Refund	32.88
SWheeler	Refund	47.22
SftyKleenSystms	Goods	545.15
Shrts&More	Goods	600.00
SimplotTurf	Goods	2,461.00

SrchAcqstn	Goods	520.98
SkylineRnchs	Services	200.13
SmthPsych	Services	1,800.00
Sonny'sRV	Goods	143.77
StOfWyo	Services	182,797.30
StatelineNo7	Services	15,932.63
StnAtmtn	Services	1,312.50
TJayne	Refund	86.55
TSanchez	Reimb	201.81
3rdQdrntEntrprs	Refund	69.55
TopOffc	Goods	450.34
TwOfBarNunn	Goods	106.98
TretoCnstrctn	Services	95,000.00
TriStTrk&Eqpmnt	Services	15,725.51
TylerTech	Services	6,964.00
Unifrms2Gear	Goods	247.50
UnvrstyOfWyo	Services	30.84
VeoliaEsTech	Services	15,110.12
VrznWrsl	Services	4,290.01
VermrSales&Srvs	Goods	7,150.00
VsnryBrdbnd	Refund	85.00
VRC	Services	190.00
WDale	Reimb	78.75
WWharton	Refund	75.00
WasteMgmt	Refund	40.15
WtrTech	Goods	10,635.61
WstPlainsEngrng	Services	2,450.00
WstrnSign&Design	Services	202.50
WstrnStatesFirePrctn	Services	665.00
WstLndPrk	Services	1,635.55
WH	Services	1,211.08
WLCEngrng	Services	12,824.23
WSP	Services	12,175.04
WyoAssocOfMuni	Dues	46,669.00
WyoCntyOffersAssoc	Services	2,000.00
WyoFnclPrprts	Services	12,306.73
Wyo1stAid	Goods	1,232.45

WyoMchnry	Refund	24,128.89
WyoSgns	Services	9,724.05
WyoSteel&Rcycling	Services	2,271.45
Xerox	Goods	197.75
Z&MEntrprs	Goods	100.00
ZonrSystms	Services	1,560.96
Total		5,090,590.97

5.A. BRIGHT SPOTS IN OUR COMMUNITY – CHILDHOOD CANCER AWARENESS MONTH

Mayor Knell introduced Lisa Eades, President of Jason’s Friends, and Katie Burchett, CEO of the Olivia Caldwell Foundation, to discuss their organizations and the work they do. He then read and presented a proclamation.

5.B. BRIGHT SPOTS IN OUR COMMUNITY – NATIONAL SUICIDE PREVENTION AWARENESS MONTH

Mayor Knell introduced Karol Santistevan, owner of Ropes and Roses Therapy Services, Cindy Schneider, of Angel Mountain Media, and Jenny and Jim Hunter, founders of J.R.’s Hunt for Life, to discuss the work that their respective organizations do to aid in suicide prevention. He then read and presented the proclamation.

6. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council were: Ross Schriftman, regarding a neighbors helping neighbors program; Daniel Jones, regarding increased police patrol to deal with homeless issues; Pat Sweeney, regarding House Bill 65 for suicide prevention; Rose Fry, regarding Air B&B rental issues; and Dan Zabrosky, regarding clarification on House Bill 65. Mayor Knell asked for follow-up from staff on Air B&B regulations.

7.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilor Cathey, seconded by Councilor Haskins, to, by minute action, establish September 19, 2023, as the public hearing date for:

- a. Adopting Fiscal Year 2024 Budget Amendment #1.

Motion passed.

8.A.1. PUBLIC HEARING – ORDINANCE

Mayor Knell opened the public hearing for the consideration of an ordinance amending Chapter 5.08 of the Casper Municipal Code regarding liquor laws.

City Attorney Nelson entered two (2) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated August 11, 2023; and a Casper Star-Tribune Proof of Publication, published on August 16, 2023. City Manager Napier gave a brief report.

There were no citizens to speak in favor or opposition of the item. The public hearing was closed.

Following ordinance read:

ORDINANCE NO. 16-23  
AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF  
THE CASPER MUNICIPAL CODE, INCLUDING SECTIONS 5.08.010  
& 5.08.340.

Councilor Engebretsen presented the foregoing ordinance for approval on first reading. Seconded by Councilor Jensen. Several Councilors discussed the ordinance. Councilor Pollock abstained from voting. Motion passed. Council directed staff to add liquor license laws as a follow-up item to a future work session agenda.

8.A.2. PUBLIC HEARING – ORDINANCE

Mayor Knell opened the public hearing for the consideration of an ordinance amending Chapter 6.04 of the Casper Municipal Code regarding a Trap Neuter Release program.

City Attorney Nelson entered two (2) exhibits: correspondence from Eric Nelson to J. Carter Napier, dated August 28, 2023; and a Casper Star-Tribune Affidavit of Publication, dated August 16, 2023. City Manager Napier gave a brief report.

Speaking in favor of the ordinance were: Meredith Russell Stock, Lindsey Tempest, and Sarah Bieber. There were no citizens to speak in opposition of the item. The public hearing was closed.

Following ordinance read:

ORDINANCE NO. 17-23  
AN ORDINANCE AMENDING CHAPTER 6.04 OF THE CASPER  
MUNICIPAL CODE.

Vice Mayor Pacheco presented the foregoing ordinance for approval on first reading. Seconded by Councilor Engebretsen. Several Councilors discussed the ordinance. Councilor Cathey voted nay, and all other Councilor voted aye. Motion passed.

8.B.1. PUBLIC HEARING – ORDINANCE

Mayor Knell opened the public hearing for the consideration of a resolution regarding annexation compliance of the JTL Group Inc. Addition Annexation.

City Attorney Nelson entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 5, 2023; and a Casper Star-Tribune Proof of Publication, published on August 5 and 12, 2023. City Manager Napier gave a brief report.

There were no citizens to speak in favor or opposition of the item. The public hearing was closed.

Following resolution read:

RESOLUTION NO. 23-174  
A RESOLUTION FINDING FACTS PURSUANT TO WYOMING  
STATUTE § 15-1-402 REGARDING THE ANNEXATION OF 4.78-  
ACRES, LOCATED IN AND BEING A PORTION OF THE  
SW1/4SW1/4 OF SECTION 35, T.24N., R79W, 6<sup>TH</sup> P.M., NATRONA  
COUNTY WYOMING, TO CREATE THE JTL GROUP INC.  
ADDITION.

Councilor Pollock presented the foregoing ordinance for approval on first reading. Seconded by Councilor Cathey. Motion passed.

8.B.2. PUBLIC HEARING – ORDINANCE

Mayor Knell opened the public hearing for the consideration of a resolution regarding annexation

compliance of the Elkhorn Village Addition No. 3 Annexation.

City Attorney Nelson entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated September 5, 2023; and a Casper Star-Tribune Proof of Publication, published on August 5 and 12, 2023. City Manager Napier gave a brief report.

There were no citizens to speak in favor or opposition of the item. The public hearing was closed.

Following resolution read:

RESOLUTION NO. 23-175  
A RESOLUTION FINDING FACTS PURSUANT TO WYOMING  
STATUTE § 15-1-402 REGARDING THE ANNEXATION OF 0.85-  
ACRES BEING INCORPORATED INTO THE PROPOSED ELKHORN  
VILLAGE ADDITION NO. 3 SUBDIVISION.

Councilor Haskins presented the foregoing ordinance for approval on first reading. Seconded by Councilor Pollock. Councilor Engebretsen abstained from voting. Motion passed.

9.A.1. THIRD READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 12-23  
AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND  
ZONING CREATING THE JTL GROUP INC. ADDITION  
SUBDIVISION.

Councilor Cathey presented the foregoing ordinance for approval on third reading. Seconded by Councilor Haskins. There was no discussion or amendments. Motion passed.

9.A.2. THIRD READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 13-23  
AN ORDINANCE APPROVING THE ANNEXATION, PLAT AND  
ZONING CREATING THE ELKHORN VILLAGE ADDITION NO. 3  
SUBDIVISION.

Councilor Pollock presented the foregoing ordinance for approval on third reading. Seconded by Councilor Cathey.

There was no discussion or amendments. Councilor Engebretsen abstained from voting. Motion passed.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-176  
A RESOLUTION GRANTING A UTILITY EASEMENT FOR  
MAINTENANCE OF UNDERGROUND UTILITIES WITHIN ALONG  
CITY OF CASPER-OWNED THREE TRAILS ROAD.

RESOLUTION NO. 23-177



A RESOLUTION AUTHORIZING THE PROCUREMENT AGREEMENT WITH ACCENT PACKAGING INC., FOR 2023 5-YEAR SOLID WASTE BALER BAG PROCUREMENT, PROJECT NO. 23-006.

RESOLUTION NO. 23-178

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ARPA GRANT AGREEMENT WITH THE OFFICE OF STATE LANDS AND INVESTMENTS FOR THE PURPOSE OF THE WASTEWATER TREATMENT PLANT MCC REPLACEMENT PROJECT.

RESOLUTION NO. 23-179

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTERN PLAINS LOGISTICS, LLC, FOR THE BALER BUILDING LEACHATE SYSTEM, PROJECT NO. 22-043.

RESOLUTION NO. 23-180

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH WLC ENGINEERING AND SURVEYING, FOR DESIGN, BIDDING, AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BRYAN-EVANSVILLE ROAD IMPROVEMENTS, PROJECT NO. 21-067.

RESOLUTION NO. 23-181

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE PARADISE VALLEY POOL GUTTER REPLACEMENT PROJECT NO. 22-047.

RESOLUTION NO. 23-182

A RESOLUTION AUTHORIZING THE FISCAL YEAR 2024 CONTRACT WITH THE STATE OF WYOMING OFFICE OF THE ATTORNEY GENERAL, DIVISION OF VICTIM SERVICES.

RESOLUTION NO. 23-183

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF THIRTY (30) MODEL 7 TASERS FROM PROFORCE MARKETING INC.

RESOLUTION NO. 23-184

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF SIX (6) MODEL 7 TASERS FROM PROFORCE MARKETING INC.

RESOLUTION NO. 23-185

A RESOLUTION AUTHORIZING TRANSITION TO A SERVICE FEE MODEL FOR CEMETERY CREDIT/DEBIT CARD PAYMENTS.

RESOLUTION NO. 23-186

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE MERCHANT AGREEMENT WITH DRIVEPAYMENTS, LLC, FOR THE SERVICE FEE MODEL – CEMETERY CREDIT/DEBIT CARD

PAYMENTS.

RESOLUTION NO. 23-187

A RESOLUTION AUTHORIZING A DONATION AGREEMENT WITH VISIT CASPER FOR THE FORD WYOMING CENTER LOCKER ROOM RENOVATIONS.

RESOLUTION NO. 23-188

A RESOLUTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE WYOMING GAME AND FISH COMMISSION AND THE CITY OF CASPER.

Councilor Engebretsen presented the foregoing thirteen (13) consent resolutions for adoption. Seconded by Councilor Pollock. Motion passed.

11. CONSENT MINUTE ACTION

Moved by Councilor Engebretsen, seconded by Councilor Haskins to, by consent minute action:

1. authorize the purchase of 504 residential trash containers from Ameri-tech Equipment Company for use in the Casper Solid Waste Division;
2. authorize the purchase of two (2) new bumper pull deck over trailers for use by the Parks Division of the Parks, Recreation, and Public Facilities Department;
3. authorize the purchase of two (2) new front-loading full eject 40-yard sanitation trucks, for use by the Sanitation Division of the Public Services Department; and,
4. authorize the purchase of Hurst Extrication Tools from L.N. Curtis & Sons.

Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

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

13. ADJOURN INTO EXECUTIVE SESSION

At 8:15 p.m., it was moved by Councilor Cathey, seconded by Councilor Haskins, to adjourn into executive session to discuss personnel and litigation matters. Motion passed.

At 8:41, there being no further business, Mayor Knell asked for a motion to adjourn the executive session. Moved by Councilor Cathey, seconded by Councilor Pollock. Motion Passed.

Councilor Cathey made a motion to authorize the City Attorney to proceed forward with litigation discussed previously in the Executive Session. Seconded by Councilor Engebretsen. Motion passed.

14. ADJOURNMENT OF REGULAR MEETING

Mayor Knell called for a motion to adjourn the regular meeting. Moved by Councilor Cathey to adjourn the regular Council meeting, seconded by Councilor Engebretsen. Motion passed. The meeting was adjourned at 8:42 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor

COUNCIL PROCEEDINGS - SPECIAL MEETING  
The Lyric  
September 12, 2023

1. ROLL CALL

Casper City Council met in special session at 6:20 p.m., Tuesday, September 12, 2023. Present: Councilors Engebretsen, Gamroth, Cathey, Pollock, Haskins, Jensen, Bond, Vice Mayor Pacheco and Mayor Knell. Vice Mayor Pacheco led the audience in the pledge of allegiance.

2. ADJOURN INTO EXECUTIVE SESSION

At 6:21 p.m., it was moved by Councilor Cathey, seconded by Councilor Engebretsen, to adjourn into an executive session to discuss matters related to personnel and litigation. Motion passed.

At 6:51 p.m., it was moved by Councilor Cathey, seconded by Councilor Pollock, to adjourn the executive session. Motion passed.

3. ADJOURNMENT

The meeting was opened to the public. At 6:51 p.m. it was moved by Councilor Cathey, seconded by Councilor Haskins, to, by minute action, adjourn the special meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Bruce Knell  
Mayor

COUNCIL PROCEEDINGS  
 Regular Council Meeting - The Lyric  
 September 19, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, September 19, 2023. Present: Councilors Gamroth, Bond, Jensen, Cathey, Haskins, Pollock, Vice Mayor Pacheco, and Mayor Knell.

Moved by Vice Mayor Pacheco, seconded by Councilor Pollock to, by minute action, excuse the absence of Councilor Engebretsen. Motion passed.

2. PLEDGE OF ALLEGIANCE

Mayor Knell led the audience in the pledge of allegiance.

3. EXECUTIVE MEETING MINUTES APPROVAL

Moved by Councilor Pollock, seconded by Councilor Cathey to, by minute action, approve the minutes of the August 15, 2023 Executive Session. Motion passed.

4. APPROVAL OF GENERAL BILLS & CLAIMS

Moved by Councilor Haskins, seconded by Councilor Bond to, by minute action, approve payment of the September 19, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

General Bills & Claims 09/19/23

6HGroup	Goods	662.90
71Const	Goods	101,731.12
AHaley	Refund	72.96
ALewallen	Refund	45.00
ABYMnfctrng	Goods	732.50
Airgas	Goods	1,613.00
AirInnvtns	Services	335.00
AllncElctrc	Services	330.56
AllntInsrnc	Services	100.00
Alsco	Services	1,871.66
AMBI	Services	682.96
AmrTech	Services	1,471.97
AnchrElctrc	Services	3,810.09
AndrnHuntCnstrctn	Refund	44.98
AT&T	Services	524.86
AtIntcElctrc	Services	13,565.00
Atlas	Goods	2,314.27
BdgrMtr	Services	162.87
BarDSgns	Services	340.00

BigHmTire	Goods/Services	39,714.10
BlkHillsEnrgy	Utilities	14,706.77
BlkmnPrpn	Goods	12,197.90
BrntagPac	Goods	152,139.00
Brian'sGoTo	Services	3,101.16
CMiller	Reimb	141.10
CPritchard	Goods	30.00
CWest	Refund	23.08
CaseyPtrsn	Services	4,600.00
CsprBldngSystem	Services	294,226.23
CsprElctrc	Refund	19.88
CsprMncplBnd	Services	171,048.81
CsprStrTrb	Services	1,416.08
CsprTire	Services	155.00
CsprVtrnry	Services	250.70
CntrlWyoGrphcs	Goods	163.00
CntrlWyoKennel	Refund	1,206.44
CWRWS	Goods	1,263,288.43
CntryLnk	Utilities	16,022.09
ChpmnVldz&Lnsng	Services	2,000.00
CtyCspr	Services	639,508.21
CivilEngnrng	Services	47,365.60
CMITeco	Services	42,318.47
CocaCola	Services	24.75
CommTech	Services	7,833.71
CnsnsCldSltns	Services	189.90
Cnvrng	Goods	17,611.71
Cordico	Services	27,000.00
CPSDstrbtrs	Goods	1,274.29
CPU	Goods	2,934.03
CrtvBusSales	Goods	187,959.00
CrwnCnstrctn	Services	92,748.00
DCounts	Refund	67.74
DNye	Refund	45.11
DRodrick	Refund	60.00
DStamper	Refund	20.00
DckrAuto	Services	447.97

Dell	Goods	209.00
DscentDoors-Garage	Services	3,298.74
DKHaulng	Services	280.00
DPCIndstrs	Goods	52,192.79
DynmcCntrls	Services	1,380.00
EAdams	Refund	75.00
EGarris	Refund	41.85
EVidal	Refund	27.78
E-SPress	Services	6,241.88
EatonSlS&Svc	Services	928.75
EliteK-9	Goods	339.44
EnrgyLabs	Services	811.00
EngnrngDsgn	Services	687.50
EnnisFlnt	Goods	17,242.50
ExpSvcs	Services	2,442.99
FrgsnEnt	Goods	4,042.92
FIB	Goods	485.50
FoxstrOpco	Goods	3,874.00
FullRodCnstrctn	Refund	25.00
GTaylor	Refund	47.22
Galls	Goods	665.59
GrdnGateRealEstate	Refund	34.61
GHPhippsWyo	Services	131,678.64
GloblSpctrm	Services	83,900.30
Grngr	Goods	133.44
GrrrMotr	Goods/Services	211,820.38
GrzlyExcvtng	Refund	25.00
GSGArchctr	Services	23,398.44
HWilliamson	Refund	33.62
HallsCstmPvng	Refund	46.32
HrvrdDrugGrp	Goods	493.38
HDREngnrng	Services	24,376.23
Hollnd&Hart	Services	5,815.00
Homax	Goods	118,025.02
HonnenEquip	Services	1,583.61
HoodsEqpmt	Goods/Refund	3,499.79
HowrdSply	Goods	4,145.46

Instltn&Svc	Services	114,547.20
JGall	Reimb	171.89
JRitchie	Reimb	78.73
JacobsEngnrng	Services	1,630.00
JFHDstrbtng	Goods	4,505.92
JungBrosEngnrs	Services	735.08
JWInvstmnts	Refund	101.50
KTalmadge	Refund	29.21
KWarsop	Refund	21.72
KnfRvr	Goods/Services	39,839.06
LClymore	Refund	43.88
LHerr	Refund	19.71
LPalmer	Refund	43.08
LawsnPrdcts	Services	900.00
LongBldgTech	Services	6,709.00
MJones	Refund	47.22
MOgden	Reimb	485.00
MPerl	Refund	29.37
MShepherd	Refund	100.89
MWhitlatch	Refund	43.88
M&TEntprs	Refund	47.22
MCCI	Services	10,522.05
McMurryRdyMix	Refund	9.76
MotorlaSltns	Services	26,207.91
MtnStLitho	Services	315.38
MtnWstTech	Services	780.49
Napa	Goods	271,613.86
NCCLrkOfDstrctCrt	Goods	1.50
NCHallOfJstc	Services	38,516.34
NCWeed&Pest	Goods	1,143.68
Norco	Goods	2,607.41
NPT	Services	228.96
NWstContr	Goods	1,691.16
OffcShop	Services	58.89
OhioUAVSrvcs	Goods	19,249.20
OneCall	Services	84.00
OvrHeadDr	Services	5,398.42



PaceAnlytclSrvc	Services	4,334.00
PDFSplyCmpny	Goods	4,693.06
PtrbltOfWyo	Services	646.94
PoliceFclyDsgnGrp	Services	475,310.00
PstlPros	Services	11,754.77
ProPaintWyo	Services	2,800.00
ProudToHostTheBest	Sponsorship	50,000.00
RHarned	Reimb	150.00
RMoore	Reimb	98.62
RckyMtnAirSltns	Goods	4,142.68
RckyMtnPwr	Utilities	205,503.24
RootrSwr	Services	8,573.31
Rbrcycl	Goods	10,760.00
SMudge	Refund	460.00
SOlson,Estate Of	Refund	22.33
SaltusTech	Services	1,890.00
Sawyer	Services	150.97
SeaWstrn	Goods	2,590.00
Shrts&More	Goods	825.00
ShoshneDstrbtng	Goods	812.50
SkylneRnchs	Services	200.82
Smrsh	Services	2,191.90
SftDr	Services	20.25
Sonny'sRV	Goods	114.17
StOfWyo	Services	73,787.91
StatelineNo7	Services	18,988.56
StellrPrgrmng	Services	1,732.50
StrlngInfosystms	Services	1,369.79
StotzEqmnt	Goods/Services	81,334.39
TSanchez	Reimb	100.00
T-Mbl	Services	21.14
TheWash	Services	23.67
33MileRd	Services	87.60
TKElvtr	Services	1,247.34
TopOffc	Goods	346.06
TotalMchnclSrvc	Services	7,862.00
TwnOfBarNunn	Goods	113.23

Trfic&PrkngCntrl	Services	2,694.00
TretoCnstrctn	Services	122,417.00
TriStOilReclm	Services	151.50
TriStTrk&Eqpmnt	Services	8,197.82
TylerTech	Services	30,811.35
Unifrms2Gear	Goods	3,559.22
VrznWrsls	Services	296.28
VoiancLanguageSrvc	Services	61.38
VRC	Services	60.78
WearPrts	Goods	67.04
WthrbyPrnt	Services	7,290.00
WstrnPlainsLgstcs	Services	108,313.30
WstrnMdclAssc	Services	4,870.00
WWCEngnrng	Services	15,343.00
WstLndPrk	Services	1,638.25
WH	Services	2,091.64
WyoDOT	Services	22,940.44
WyoMchnry	Refund	15,348.75
WyoWood'NWrks	Goods	4,999.75
Xerox	Goods	201.48
ZonrSystms	Services	187.42
Total		5,753,776.37

5. COMMUNICATIONS FROM PERSONS PRESENT

Mayor Knell stated that if there are comments regarding the camping ordinance this would be the time to speak, as tonight Council is only establishing a public hearing for this item. Speaking to Council were: Ross Schriftman, regarding homelessness comments besmirching Casper's reputation and asking to join the working group on homelessness; Dan Odell, regarding compassion for homeless individuals; and Brad Hopkins, regarding negative portrayals of Casper in national news regarding homeless issues.

6.A.1. ESTABLISH DATE OF PUBLIC HEARINGS

Moved by Councilor Pollock, seconded by Councilor Cathey, to, by minute action, establish October 3, 2023, as the public hearing date for:

- a. an ordinance amending Section 10.52.030 of the Casper Municipal Code regarding driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substance;
- b. an ordinance amending Chapter 9.48 of the Casper Municipal Code (Camping); and,
- c. an ordinance amending Section 17.104.170.

Motion passed.

7. PUBLIC HEARING – RESOLUTION

Mayor Knell opened the public hearing for the consideration of a resolution regarding Fiscal Year 2024 Budget Amendment No. 1.

City Attorney Nelson entered two (2) exhibits: correspondence from Jill Johnson to J. Carter Napier, dated September 12, 2023; and a Casper Star-Tribune Proof of Publication, published on September 7, 2023. City Manager Napier gave a brief report.

There were no citizens to speak in favor or opposition of the item. The public hearing was closed. Following resolution read:

RESOLUTION NO. 23-189  
A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE  
FISCAL YEAR ENDING JUNE 30, 2024 (1<sup>ST</sup> AMENDMENT TO THE  
ORIGINAL ADOPTED BUDGET).

Councilor Pollock presented the foregoing ordinance for approval on first reading. Seconded by Councilor Cathey. Motion passed.

8.A.1. SECOND READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 16-23  
AN ORDINANCE UPDATING AND AMENDING CHAPTER 5.08 OF  
THE CASPER MUNICIPAL CODE, INCLUDING SECTIONS 5.08.010  
& 5.08.340.

Councilor Haskins presented the foregoing ordinance for approval on second reading. Seconded by Councilor Gamroth. There was no discussion and no amendments. Councilor Pollock abstained from voting and all other Councilor voted aye. Motion passed.

8.A.2. SECOND READING ORDINANCE

Following ordinance read:

ORDINANCE NO. 17-23  
AN ORDINANCE AMENDING CHAPTER 6.04 OF THE CASPER  
MUNICIPAL CODE.

Councilor Pollock presented the foregoing ordinance for approval on second reading. Seconded by Councilor Haskins.

There was no discussion or amendments. Councilor Cathey voted and all others voted aye. Motion passed.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-190  
A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT  
WITH THE WYOMING DEPARTMENT OF TRANSPORTATION  
FOR THE INTERSTATE 25 CASPER MARGINAL  
ENHANCEMENTS, PHASE 2 – MCKINLEY STREET TO

YELLOWSTONE HIGHWAY, PROJECT NO. 21-027, FEDERAL PROJECT STP-E I254175.

RESOLUTION NO. 23-191

A RESOLUTION ISSUING A REVOCABLE LICENSE AGREEMENT WITH MOUNTAIN WEST TECHNOLOGIES CORPORATION FOR INSTALLATION AND MAINTENANCE OF A FIBER OPTIC LINE.

RESOLUTION NO. 23-192

A RESOLUTION APPROVING AND ADOPTING THE CASPER IMPACT FEE STUDY.

RESOLUTION NO. 23-193

A RESOLUTION APPROVING AND ADOPTING THE NORTH PLATTE RIVER PARK NO. 2 SIMPLE MASTER PLAN FOR THE CASPER METROPOLITAN AREA.

RESOLUTION NO. 23-194

A RESOLUTION APPROVING AND ADOPTING THE CASPER AREA TRANSIT ELECTRIC FLEET CONVERSION STUDY FOR THE CASPER METROPOLITAN AREA.

RESOLUTION NO. 23-195

A RESOLUTION APPROVING AND ADOPTING THE EVANSVILLE EAST SIDE SIDEWALK AND TRAIL STUDY FOR THE CASPER METROPOLITAN AREA.

RESOLUTION NO. 23-196

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A WATER AND SEWER UTILITY RATE STUDY.

RESOLUTION NO. 23-197

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN ELECTRIC, CO., FOR THE METRO FACILITY EMERGENCY GENERATOR PROJECT NO. 23-009.

RESOLUTION NO. 23-198

A RESOLUTION AUTHORIZING THE SOLE SOURCE PURCHASE OF OUTER CARRIERS AND BALLISTIC PLATES FROM WARRIOR KIT, SAFETY AND SURVIVAL GEAR.

RESOLUTION NO. 23-199

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2 TO THE AGREEMENT WITH WIND RIVER ENVIRONMENTAL SOLUTIONS, LLC, FOR THE CITY HALL PROJECT S.A.F.E. ASBESTOS ABATEMENT, PROJECT NO. 22-010.

RESOLUTION NO. 23-200

A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT OF WAY EASEMENT WITH ROCKY MOUNTAIN POWER AS PART OF

THE WYOMING SPORTS RANCH CONSTRUCTION.

RESOLUTION NO. 23-201  
A RESOLUTION AUTHORIZING AN UNDERGROUND RIGHT OF  
WAY EASEMENT WITH ROCKY MOUNTAIN POWER AS PART OF  
THE WYOMING SPORTS RANCH CONSTRUCTION.

Councilor Gamroth presented the foregoing twelve (12) consent resolutions for adoption. Seconded by Councilor Jensen. Councilor Gamroth abstained from voting on Resolution No. 23-191. Motion passed.

10.A. CONSENT MINUTE ACTION

Moved by Councilor Pollock, seconded by Councilor Gamroth to, by consent minute action:

1. authorize the re-appointment of Kermit Wille to the City of Casper Investment Advisory Committee;
2. approve the appointment of Shelly Zimmerman to the Parks & Recreation Advisory Board;
3. authorize the purchase of 120 computers, in the amount of \$168K, through the State of Wyoming contract with the Computer Professionals Unlimited.

Motion passed.

11. INTRODUCTION OF MEASURES AND PROPOSALS

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

12. ADJOURN INTO EXECUTIVE SESSION

At 6:47 p.m., it was moved by Councilor Pollock, seconded by Councilor Bond, to adjourn into executive session to discuss personnel and land acquisition matters. Motion passed.

At 8:09, it was moved by Councilor Cathey, seconded by Councilor Gamroth, to adjourn the executive session. Motion Passed.

13. ADJOURNMENT OF REGULAR MEETING

Moved by Councilor Cathey to adjourn the regular Council meeting, seconded by Councilor Haskins. Motion passed. The meeting was adjourned at 8:09 p.m.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

## COUNCIL PROCEEDINGS - SPECIAL MEETING

The Lyric

September 22, 2023

### 1. ROLL CALL

Casper City Council met in special session at 9:30 a.m., Friday, September 22, 2023. Present: Councilors Engebretsen, Gamroth, Cathey, Pollock, Haskins, Jensen, Bond, and Mayor Pro Tem Pacheco. Mayor Pro Tem Pacheco led the audience in the pledge of allegiance.

### 2.A. ELECTION OF MAYOR

Mayor Pro Tem Pacheco asked for a motion to elect a Mayor for the remainder of calendar year 2023. Councilor Gamroth nominated Mayor Pro Tem Pacheco. Council discussed that he would be a good leader to provide stability and consistency during this time. Moved by Councilor Gamroth, seconded by Councilor Engebretsen, to, by minute action, elect Mayor Pro Tem Pacheco as Mayor of Casper City Council for the remainder of calendar year 2023. Mayor Pro Tem Pacheco abstained from voting and all other Councilors voted aye. Motion passed.

### 2.B. ELECTION OF VICE MAYOR

Mayor Pacheco asked for a motion to elect a Vice Mayor for the remainder of calendar year 2023. Councilor Jensen nominated Councilor Pollock, Councilor Pollock nominated Councilor Gamroth, Councilor Jensen self-nominated, and Councilor Engebretsen self-nominated. Councilor Pollock stated that she would decline her nomination given that there was interest from three other Councilors. City Manager Napier asked for a recess so that staff could prepare ballots. At 9:38 a.m. Mayor Pacheco called a brief recess.

At 9:50 a.m., Council reconvened. City Attorney Nelson stated that Council should fill out ballots using a ranked ballot system, where they list their first, second, and third choice for Vice Mayor. Staff will collect the ballots and tally them. City Manager Napier explained that with the unique situation there may be a tie, and if that happens, Council will fill out another ballot to select between the top two nominees. It was emphasized that this is only a straw poll, and Council will still need to formally motion and vote on the appointment afterwards. Staff collected the filled-out ballots and left the room to count the votes. Upon returning from counting the ballots, City Attorney Nelson stated that there was a tie between Councilor Gamroth and Councilor Engebretsen. Councilors then filled out another ballot to vote between the top two nominees; these ballots were collected and counted outside of the room by staff. City Attorney Nelson returned and stated that after counting the second set of votes, Councilor Engebretsen had received a majority of votes from Council.

Moved by Councilor Pollock, seconded by Councilor Jensen, to, by minute action, elect Councilor Engebretsen as Vice Mayor of Casper City Council for the remainder of calendar year 2023. Councilor Engebretsen abstained from voting and all other Councilors voted aye. Motion passed.

### 2.C. OATHS OF OFFICE

Casper Municipal Court Judge Hand issued the oath of office to newly-appointed Mayor Pacheco and Vice Mayor Engebretsen.

Vice Mayor Engebretsen thanked Council for their vote and stated that she will do her best to lead with patience and understanding.

Mayor Pacheco made remarks regarding Council continuing to operate as a unified body in transparency. He reiterated that the City Council is dedicated to protecting its citizens and those that are vulnerable, particularly with regard to those affected by domestic violence. He also stated that he will not run for Mayor in 2024.

3. ADJOURN INTO EXECUTIVE SESSION

At 10:13 a.m., it was moved by Vice Mayor Engebretsen, seconded by Councilor Bond, to adjourn into an executive session to discuss matters related to personnel, security, and legal advice. Motion passed unanimously.

At 11:01 a.m., it was moved by Councilor Pollock, seconded by Councilor Haskins, to adjourn the executive session. Motion passed unanimously.

4. ADJOURNMENT OF SPECIAL MEETING

The meeting was opened to the public. At 11:02 a.m. it was moved by Councilor Haskins, seconded by Vice Mayor Engebretsen, to, by minute action, adjourn the special meeting. Motion passed unanimously.

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

# City of Casper - Bills and Claims for October 03, 2023

## 2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Field Maintenance	Marking Paint for Edging	\$114.25
<i>2530 - CPS DSTRBTRS - Total For Field Maintenance</i>			<i>\$114.25</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Brass fittings	\$11.09
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Slip fixes and Glue	\$32.19
2530 - CPS DSTRBTRS	Parks - Parks Maint.	PVC Fittings for stock	\$26.78
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$70.06</i>
<b>2530 - CPS DSTRBTRS - ALL DEPARTMENTS</b>			<b>\$184.31</b>

## 307 WINDOWS LLC

307 WINDOWS LLC	Balefill - Baler Processing	CLEANING WINDOWS IN PIT @BALER	\$263.00
307 WINDOWS LLC	Balefill - Baler Processing	CLEANING WINDOWS AT BALER/OFFICES	\$184.00
<i>307 WINDOWS LLC - Total For Balefill - Baler Processing</i>			<i>\$447.00</i>
<b>307 WINDOWS LLC - ALL DEPARTMENTS</b>			<b>\$447.00</b>

## 360TRAINING.COM

360TRAINING.COM	Ice Arena - Operations	Tips Training - Concession Casper Ice Arena	\$40.00
<i>360TRAINING.COM - Total For Ice Arena - Operations</i>			<i>\$40.00</i>
<b>360TRAINING.COM - ALL DEPARTMENTS</b>			<b>\$40.00</b>

## 3CMA ONLIN INV-2970

3CMA ONLIN INV-2970	City Manager	3CMA Annual membership dues	\$845.00
<i>3CMA ONLIN INV-2970 - Total For City Manager</i>			<i>\$845.00</i>
<b>3CMA ONLIN INV-2970 - ALL DEPARTMENTS</b>			<b>\$845.00</b>

## 4IMPRINT, INC

4IMPRINT, INC	City Council	CREDIT	(\$11.45)
<i>4IMPRINT, INC - Total For City Council</i>			<i>(\$11.45)</i>
<b>4IMPRINT, INC - ALL DEPARTMENTS</b>			<b>(\$11.45)</b>



## 6H GROUP LLC

6H GROUP LLC	Police Administration	Dog Food	\$173.40
6H GROUP LLC	Police Administration	Dog Food	\$173.40
6H GROUP LLC	Police Administration	Dog Food	\$242.76
6H GROUP LLC	Police Administration	Dog Food	\$51.90
<i>6H GROUP LLC - Total For Police Administration</i>			\$641.46
<b>6H GROUP LLC - ALL DEPARTMENTS</b>			\$641.46

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

A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Mailing / Postage Service	\$2.92
<i>A.M.B.I. &amp; SHIPPING, - Total For Ft. Caspar Museum</i>			\$2.92
<b>A.M.B.I. &amp; SHIPPING, - ALL DEPARTMENTS</b>			\$2.92

## AAA LANDSCAPING

AAA LANDSCAPING	Balefill - Disposal & Landfill	Mowing & Trimming Service FOR AUGUST	\$1,050.00
<i>AAA LANDSCAPING - Total For Balefill - Disposal &amp; Landfill</i>			\$1,050.00
AAA LANDSCAPING	Community Development	Board Up Of Windows/Clean-up & Disposal	\$1,090.00
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$215.45
<i>AAA LANDSCAPING - Total For Community Development</i>			\$1,305.45
<b>AAA LANDSCAPING - ALL DEPARTMENTS</b>			\$2,355.45

## AC TREE SERVICE

AC TREE SERVICE	Parks - Urban Forestry	Tree Removal	\$3,250.00
<i>AC TREE SERVICE - Total For Parks - Urban Forestry</i>			\$3,250.00
<b>AC TREE SERVICE - ALL DEPARTMENTS</b>			\$3,250.00

## ACADEMY ONLINE COURS

ACADEMY ONLINE COURS	Fire-EMS Training	Praetorian Gorup, Inc. / Fire Rescue One Aca	\$99.00
<i>ACADEMY ONLINE COURS - Total For Fire-EMS Training</i>			\$99.00
<b>ACADEMY ONLINE COURS - ALL DEPARTMENTS</b>			\$99.00

## ACT ACTIVE Credit Ca

ACT ACTIVE Credit Ca	Aquatics- Marion Kreiner Op	Receipt Printers	\$354.20
<i>ACT ACTIVE Credit Ca - Total For Aquatics- Marion Kreiner Oper.</i>			\$354.20
ACT ACTIVE Credit Ca	Aquatics- Mike Sedar Oper.	Receipt Printers	\$708.40
<i>ACT ACTIVE Credit Ca - Total For Aquatics- Mike Sedar Oper.</i>			\$708.40
ACT ACTIVE Credit Ca	Aquatics- Paradise Valley Op	Credit Card Reader	\$460.00
ACT ACTIVE Credit Ca	Aquatics- Paradise Valley Op	Receipt Printers	\$354.20
<i>ACT ACTIVE Credit Ca - Total For Aquatics- Paradise Valley Oper</i>			\$814.20
ACT ACTIVE Credit Ca	Aquatics- Washington Oper	Receipt Printers	\$354.20
<i>ACT ACTIVE Credit Ca - Total For Aquatics- Washington Oper</i>			\$354.20
<b>ACT ACTIVE Credit Ca - ALL DEPARTMENTS</b>			<b>\$2,231.00</b>

## ACTION GLASS INC

ACTION GLASS INC	Buildings & Structures Fund	New Glass for PD - Action Glass	\$367.00
<i>ACTION GLASS INC - Total For Buildings &amp; Structures Fund</i>			\$367.00
ACTION GLASS INC	Water Distribution	GLASS FOR LITTLE GARAGE- BUILDING SUPPL	\$37.40
<i>ACTION GLASS INC - Total For Water Distribution</i>			\$37.40
<b>ACTION GLASS INC - ALL DEPARTMENTS</b>			<b>\$404.40</b>

## ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Golf Shop Merchandise	\$120.00
ACUSHNET COMPANY	Golf	Golf Shop Merchandise	\$765.00
<i>ACUSHNET COMPANY - Total For Golf</i>			\$885.00
<b>ACUSHNET COMPANY - ALL DEPARTMENTS</b>			<b>\$885.00</b>

## ADVANCED NETWORK MAN

ADVANCED NETWORK MAN	Balefill - Baler Processing	BALER BLDG WIRELESS NETWORK	\$1,320.34
<i>ADVANCED NETWORK MAN - Total For Balefill - Baler Processing</i>			\$1,320.34
<b>ADVANCED NETWORK MAN - ALL DEPARTMENTS</b>			<b>\$1,320.34</b>

## AIR FILTER SOLUTIONS

AIR FILTER SOLUTIONS	WWTP Operations	Air filters	\$4,398.29
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AIR FILTER SOLUTIONS - Total For WWTP Operations \$4,398.29

**AIR FILTER SOLUTIONS - ALL DEPARTMENTS \$4,398.29**

## AIR INNOVATIONS

AIR INNOVATIONS Balefill - Disposal & Landfill Filter Maintenance - September 2023 \$335.00

AIR INNOVATIONS - Total For Balefill - Disposal & Landfill \$335.00

**AIR INNOVATIONS - ALL DEPARTMENTS \$335.00**

## AIRGAS USA LLC

AIRGAS USA LLC Balefill - Baler Processing Electroids for plazma table MAIN BLDG \$232.50

AIRGAS USA LLC - Total For Balefill - Baler Processing \$232.50

AIRGAS USA LLC Balefill - Disposal & Landfill Jacket & Welding FOR PORTABLE FENCING \$549.45

AIRGAS USA LLC Balefill - Disposal & Landfill WELDING SUPPLIES PORTABLE LITTER FENCE \$82.93

AIRGAS USA LLC Balefill - Disposal & Landfill Gloves FOR LANDFILL CREW \$527.10

AIRGAS USA LLC - Total For Balefill - Disposal & Landfill \$1,159.48

AIRGAS USA LLC Refuse - Recycling PPE GLOVES FOR CREW \$270.20

AIRGAS USA LLC - Total For Refuse - Recycling \$270.20

**AIRGAS USA LLC - ALL DEPARTMENTS \$1,662.18**

## ALBERTSONS #0060

ALBERTSONS #0060 Human Resources 2 packages of plates, 1 package of napkins \$10.57

ALBERTSONS #0060 - Total For Human Resources \$10.57

**ALBERTSONS #0060 - ALL DEPARTMENTS \$10.57**

## ALBERTSONS #0062

ALBERTSONS #0062 Aquatics - Operations P,R, & PF Picnic \$8.74

ALBERTSONS #0062 - Total For Aquatics - Operations \$8.74

ALBERTSONS #0062 Buildings & Structures Fund P,R, & PF Picnic \$8.70

ALBERTSONS #0062 - Total For Buildings & Structures Fund \$8.70

ALBERTSONS #0062 Cemetery P,R, & PF Picnic \$8.74

ALBERTSONS #0062 - Total For Cemetery \$8.74

ALBERTSONS #0062 Field Maintenance P,R, & PF Picnic \$8.74

ALBERTSONS #0062 - Total For Field Maintenance \$8.74

ALBERTSONS #0062	Fleet Maintenance Fund	121248 DRY ICE	\$18.35
<i>ALBERTSONS #0062 - Total For Fleet Maintenance Fund</i>			<i>\$18.35</i>
ALBERTSONS #0062	Golf - Operations	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Golf - Operations</i>			<i>\$8.74</i>
ALBERTSONS #0062	Hogadon - Operations	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Hogadon - Operations</i>			<i>\$8.74</i>
ALBERTSONS #0062	Ice Arena - Operations	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Ice Arena - Operations</i>			<i>\$8.74</i>
ALBERTSONS #0062	Parks - Parks Maint.	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$8.74</i>
ALBERTSONS #0062	Rec Center - Operations	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Rec Center - Operations</i>			<i>\$8.74</i>
ALBERTSONS #0062	Weed & Pest Fund	P,R, & PF Picnic	\$8.74
<i>ALBERTSONS #0062 - Total For Weed &amp; Pest Fund</i>			<i>\$8.74</i>
<b>ALBERTSONS #0062 - ALL DEPARTMENTS</b>			<b>\$105.71</b>

## ALL OUT FIRE EXTINGU

ALL OUT FIRE EXTINGU	Water Distribution	NEW FIRE EXTINGUISHER FOR TRUCK #218-	\$0.09
ALL OUT FIRE EXTINGU	Water Distribution	NEW FIRE EXTINGUISHER FOR TRUCK #218-	\$92.61
<i>ALL OUT FIRE EXTINGU - Total For Water Distribution</i>			<i>\$92.70</i>
<b>ALL OUT FIRE EXTINGU - ALL DEPARTMENTS</b>			<b>\$92.70</b>

## ALLIANT INSURANCE SV

ALLIANT INSURANCE SV	Property Insurance Fund	Policy #MKLV7PBC001381	\$329.00
<i>ALLIANT INSURANCE SV - Total For Property Insurance Fund</i>			<i>\$329.00</i>
<b>ALLIANT INSURANCE SV - ALL DEPARTMENTS</b>			<b>\$329.00</b>

## ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$110.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$109.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$109.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.76
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$64.37

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$61.76
<i>ALSCO - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$516.67</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$126.85
ALSCO	Fleet Maintenance Fund	Laundry service	\$169.60
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$296.45</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$293.16</i>
ALSCO	Streets	Professional Laundry Services	\$126.78
<i>ALSCO - Total For Streets</i>			<i>\$126.78</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$152.88
ALSCO	WWTP Operations	Professional Laundry Services	\$152.88
<i>ALSCO - Total For WWTP Operations</i>			<i>\$305.76</i>
<b>ALSCO - ALL DEPARTMENTS</b>			<b>\$1,538.82</b>

### AMAZON.COM TL7Z32KR1

AMAZON.COM TL7Z32KR1	Balefill - Disposal & Landfill	corkboard for posting information & schedul	\$33.39
<i>AMAZON.COM TL7Z32KR1 - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$33.39</i>

**AMAZON.COM TL7Z32KR1 - ALL DEPARTMENTS** **\$33.39**

### AMAZON.COM TR20F28K0

AMAZON.COM TR20F28K0	Aquatics- Paradise Valley Op	Water Fountain	\$382.92
<i>AMAZON.COM TR20F28K0 - Total For Aquatics- Paradise Valley Oper</i>			<i>\$382.92</i>

**AMAZON.COM TR20F28K0 - ALL DEPARTMENTS** **\$382.92**

### AMAZON.COM TX8P30ZH2

AMAZON.COM TX8P30ZH2	Community Development	BOOK STORES	\$194.22
<i>AMAZON.COM TX8P30ZH2 - Total For Community Development</i>			<i>\$194.22</i>

**AMAZON.COM TX8P30ZH2 - ALL DEPARTMENTS** **\$194.22**

### AMERICAN BACKFLOW PR

AMERICAN BACKFLOW PR	Parks - Parks Maint.	Backflow parts for Fort Casper	\$244.68
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AMERICAN BACKFLOW PR	Parks - Parks Maint.	Backflow parts for Fort Casper	\$154.27
<i>AMERICAN BACKFLOW PR - Total For Parks - Parks Maint.</i>			<i>\$398.95</i>
<b>AMERICAN BACKFLOW PR - ALL DEPARTMENTS</b>			<b>\$398.95</b>

## AMERI-TECH EQUIPMENT

AMERI-TECH EQUIPMENT	Fire-EMS Operations	Plow Install	\$1,742.89
<i>AMERI-TECH EQUIPMENT - Total For Fire-EMS Operations</i>			<i>\$1,742.89</i>
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230088 Equipment repair	\$387.03
AMERI-TECH EQUIPMENT	Fleet Maintenance Fund	230094 Equipment repair	\$2,371.34
<i>AMERI-TECH EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$2,758.37</i>
AMERI-TECH EQUIPMENT	Refuse - Commercial	Equipment repair trk#22277 for salter	\$278.16
<i>AMERI-TECH EQUIPMENT - Total For Refuse - Commercial</i>			<i>\$278.16</i>
<b>AMERI-TECH EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$4,779.42</b>

## AMZN MKTP US

AMZN MKTP US	Aquatics - Operations	Label Maker, Label Maker Tape	\$94.75
<i>AMZN MKTP US - Total For Aquatics - Operations</i>			<i>\$94.75</i>
AMZN MKTP US	Balefill - Diversion & Special	NEW KEY BOARD FROM ERGO ASSESMENT	\$94.95
AMZN MKTP US	Balefill - Diversion & Special	TOWER MONITOR HOLDER FROM ERGO ASS	\$67.24
<i>AMZN MKTP US - Total For Balefill - Diversion &amp; Special</i>			<i>\$162.19</i>
AMZN MKTP US	Community Development	BOOK STORES	\$36.98
<i>AMZN MKTP US - Total For Community Development</i>			<i>\$36.98</i>
AMZN MKTP US	Fire-EMS Prevent & Inspect	Car Seat Organizer	\$36.90
AMZN MKTP US	Fire-EMS Prevent & Inspect	Car seat organizer	\$184.50
<i>AMZN MKTP US - Total For Fire-EMS Prevent &amp; Inspect</i>			<i>\$221.40</i>
AMZN MKTP US	Ice Arena - Concessions	CONCESSION - Nacho Trays	\$201.81
AMZN MKTP US	Ice Arena - Concessions	CONCESSIONS - Nacho Trays	\$101.94
<i>AMZN MKTP US - Total For Ice Arena - Concessions</i>			<i>\$303.75</i>
AMZN MKTP US	Rec Center - Classes	Ice Machines CRC Camp DFS Grant	\$639.96
AMZN MKTP US	Rec Center - Classes	CRC CAMP DFS FIRST AID SUPPLIES; ACTIVIT	\$953.34
AMZN MKTP US	Rec Center - Classes	CRC Camp DFS Grant Storage Cabinets	\$636.17
AMZN MKTP US	Rec Center - Classes	CRC CAMP DFS WALL FANS SUPPLIES	\$716.15
<i>AMZN MKTP US - Total For Rec Center - Classes</i>			<i>\$2,945.62</i>
AMZN MKTP US	Refuse - Residential	BACK SUPPORTS FOR DRIVERS	\$62.57

<i>AMZN MKTP US - Total For Refuse - Residential</i>			\$62.57
AMZN MKTP US	Water Distribution	DAUL MONITOR MOUNT- TECHNOLOGY	\$39.58
AMZN MKTP US	Water Distribution	DESK CONVERTER- TECHNOLOGY	\$188.09
<i>AMZN MKTP US - Total For Water Distribution</i>			\$227.67
<b>AMZN MKTP US - ALL DEPARTMENTS</b>			<b>\$4,054.93</b>

**AT & T CORP**

AT & T CORP	Balefill - Disposal & Landfill	Acct #287325725737	\$200.20
<i>AT &amp; T CORP - Total For Balefill - Disposal &amp; Landfill</i>			\$200.20
AT & T CORP	Streets	Acct #287294643026	\$200.20
<i>AT &amp; T CORP - Total For Streets</i>			\$200.20
<b>AT &amp; T CORP - ALL DEPARTMENTS</b>			<b>\$400.40</b>

**ATLAS OFFICE PRODUCT**

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$120.85
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$745.10
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal &amp; Landfill</i>			\$865.95
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$12.66
ATLAS OFFICE PRODUCT	Balefill - Diversion & Special	Office supplies for special waste	\$292.50
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Diversion &amp; Special</i>			\$305.16
ATLAS OFFICE PRODUCT	City Manager	toner cartridge	\$233.99
<i>ATLAS OFFICE PRODUCT - Total For City Manager</i>			\$233.99
ATLAS OFFICE PRODUCT	Engineering	HDMI CABLES	\$20.08
ATLAS OFFICE PRODUCT	Engineering	YEARLY CALENDAR	\$58.76
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			\$78.84
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Office supplies & 2024 calendars	\$95.79
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			\$95.79
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$21.76
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$719.98
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$47.88
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$79.99
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$79.19
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$95.63
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			\$1,044.43

ATLAS OFFICE PRODUCT	Regional Water Operations	Laminating Pouches - Office Supplies	\$36.40
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			\$36.40
ATLAS OFFICE PRODUCT	Water Administration	HDMI Cable & Mouse - Technology Supplies	\$72.98
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			\$72.98
<b>ATLAS OFFICE PRODUCT - ALL DEPARTMENTS</b>			<b>\$2,733.54</b>

## ATLAS REPRODUCTION

ATLAS REPRODUCTION	City Council	Printing Service - quiet space signs	\$120.00
<i>ATLAS REPRODUCTION - Total For City Council</i>			\$120.00
ATLAS REPRODUCTION	Community Development	Printing Service - Public Notice Poster	\$30.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			\$30.00
ATLAS REPRODUCTION	Fire-EMS Administration	Copier usage	\$40.59
<i>ATLAS REPRODUCTION - Total For Fire-EMS Administration</i>			\$40.59
<b>ATLAS REPRODUCTION - ALL DEPARTMENTS</b>			<b>\$190.59</b>

## BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	SILICON FOR MAIN BLDG SANDBLAST CABIN	\$34.36
<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			\$34.36
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	LDF DRILL BITS /BLADES PROJECT	\$49.95
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal &amp; Landfill</i>			\$49.95
BAILEYS ACE HDWE	Buildings & Structures Fund	Plumbing replacement supplies for Transit G	\$17.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Return of repair supplies for Service Center -	(\$7.59)
BAILEYS ACE HDWE	Buildings & Structures Fund	Ice machine repair supplies for Service Cente	\$7.59
BAILEYS ACE HDWE	Buildings & Structures Fund	Carpentry supplies for Rec Center - Baileys A	\$22.95
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies - Baileys Ace	\$10.36
BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC Repair supplies for Service Center - Bai	\$7.59
<i>BAILEYS ACE HDWE - Total For Buildings &amp; Structures Fund</i>			\$58.88
BAILEYS ACE HDWE	Parks - Parks Maint.	Graffiti remover	\$43.73
BAILEYS ACE HDWE	Parks - Parks Maint.	Brass adapter	\$8.37
BAILEYS ACE HDWE	Parks - Parks Maint.	Zip ties	\$8.99
BAILEYS ACE HDWE	Parks - Parks Maint.	Batteries for Locater	\$19.99
BAILEYS ACE HDWE	Parks - Parks Maint.	Liquid nails	\$3.59
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$84.67
BAILEYS ACE HDWE	Public Transit - Operations	HARDWARE STORES	\$16.97



BAILEYS ACE HDWE - Total For Public Transit - Operations \$16.97

**BAILEYS ACE HDWE - ALL DEPARTMENTS \$244.83**

## BASELINE ENGINEERING

BASELINE ENGINEERING Balefill - Disposal & Landfill Environmental Closed Balefill \$2,451.04

*BASELINE ENGINEERING - Total For Balefill - Disposal & Landfill \$2,451.04*

**BASELINE ENGINEERING - ALL DEPARTMENTS \$2,451.04**

## BLACK HILLS ENERGY

BLACK HILLS ENERGY Aquatics - Operations Acct #7584 6122 74 \$198.00

*BLACK HILLS ENERGY - Total For Aquatics - Operations \$198.00*

BLACK HILLS ENERGY Aquatics- Marion Kreiner Op Acct #9723 1947 06 \$413.81

*BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper. \$413.81*

BLACK HILLS ENERGY Aquatics- Mike Sedar Oper. Acct #9723 1947 06 \$2,836.26

*BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper. \$2,836.26*

BLACK HILLS ENERGY Aquatics- Paradise Valley Op Acct #9723 1947 06 \$2,565.29

*BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper \$2,565.29*

BLACK HILLS ENERGY Aquatics- Washington Oper Acct #9723 1947 06 \$1,382.57

*BLACK HILLS ENERGY - Total For Aquatics- Washington Oper \$1,382.57*

BLACK HILLS ENERGY Ash Street Building Acct #0421 9638 76 \$50.20

BLACK HILLS ENERGY Ash Street Building Acct #4376 8927 11 \$317.40

*BLACK HILLS ENERGY - Total For Ash Street Building \$367.60*

BLACK HILLS ENERGY Balefill - Disposal & Landfill Acct #7538 8605 37 \$29.00

BLACK HILLS ENERGY Balefill - Disposal & Landfill Acct #1919 8530 97 \$516.45

*BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill \$545.45*

BLACK HILLS ENERGY Buildings & Structures Fund Acct #8545 6521 02 \$29.86

*BLACK HILLS ENERGY - Total For Buildings & Structures Fund \$29.86*

BLACK HILLS ENERGY Casper Business Center Acct #4620 7426 21 \$265.38

*BLACK HILLS ENERGY - Total For Casper Business Center \$265.38*

BLACK HILLS ENERGY Cemetery Acct #9629 0042 60 \$37.23

*BLACK HILLS ENERGY - Total For Cemetery \$37.23*

BLACK HILLS ENERGY City Center Building Acct #8545 6521 02 \$20.00

*BLACK HILLS ENERGY - Total For City Center Building \$20.00*

BLACK HILLS ENERGY Fire-EMS Administration Acct #3267 4234 58 \$60.72

BLACK HILLS ENERGY	Fire-EMS Administration	Acct #1783 9430 41	\$443.82
<i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i>			<i>\$504.54</i>
BLACK HILLS ENERGY	Fleet Maintenance Fund	Acct #5293 6421 13	\$1,046.43
<i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i>			<i>\$1,046.43</i>
BLACK HILLS ENERGY	Ft. Caspar Museum	Acct #9861 5264 23	\$101.36
<i>BLACK HILLS ENERGY - Total For Ft. Caspar Museum</i>			<i>\$101.36</i>
BLACK HILLS ENERGY	Golf - Operations	Acct #6566 7661 30	\$52.43
BLACK HILLS ENERGY	Golf - Operations	Acct #1340 9824 25	\$374.59
<i>BLACK HILLS ENERGY - Total For Golf - Operations</i>			<i>\$427.02</i>
BLACK HILLS ENERGY	Ice Arena - Operations	Acct #9570 6006 61	\$389.90
<i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i>			<i>\$389.90</i>
BLACK HILLS ENERGY	Marathon Building	Acct #8545 6521 02	\$82.00
<i>BLACK HILLS ENERGY - Total For Marathon Building</i>			<i>\$82.00</i>
BLACK HILLS ENERGY	Metro Animal Shelter	Acct #9630 2229 58	\$177.53
<i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i>			<i>\$177.53</i>
BLACK HILLS ENERGY	Miller St. Dormitory	Acct #8545 6521 02	\$50.06
<i>BLACK HILLS ENERGY - Total For Miller St. Dormitory</i>			<i>\$50.06</i>
BLACK HILLS ENERGY	Parks - Parks Maint.	Acct #2076 2356 87	\$103.43
<i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i>			<i>\$103.43</i>
BLACK HILLS ENERGY	Public Transit - Operations	Acct #3470 5680 29	\$37.63
<i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i>			<i>\$37.63</i>
BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,448.39
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$1,448.39</i>
BLACK HILLS ENERGY	Sewer Wastewater Collection	Acct #6405 5357 61-lift station natural gas	\$32.45
<i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i>			<i>\$32.45</i>
BLACK HILLS ENERGY	WWTP Operations	Acct #5541 2887 44	\$1,068.20
<i>BLACK HILLS ENERGY - Total For WWTP Operations</i>			<i>\$1,068.20</i>
<b>BLACK HILLS ENERGY - ALL DEPARTMENTS</b>			<b>\$14,130.39</b>

## BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	Roof repair supplies for Air Modelers - Bloed	\$29.67
<i>BLOEDORN LUMBER CO - Total For Buildings &amp; Structures Fund</i>			<i>\$29.67</i>
<b>BLOEDORN LUMBER CO - ALL DEPARTMENTS</b>			<b>\$29.67</b>

## Booking.com404007803

Booking.com404007803	Rec Center - Admin	Flight to Dallas for NRPA	\$619.53
<i>Booking.com404007803 - Total For Rec Center - Admin</i>			<i>\$619.53</i>
<b>Booking.com404007803 - ALL DEPARTMENTS</b>			<b>\$619.53</b>

## BOYS & GIRLS CLUBS O

BOYS & GIRLS CLUBS O	Capital Projects Fund	1% #16 Funding Boys & Girls Cl	\$28,745.50
<i>BOYS &amp; GIRLS CLUBS O - Total For Capital Projects Fund</i>			<i>\$28,745.50</i>
<b>BOYS &amp; GIRLS CLUBS O - ALL DEPARTMENTS</b>			<b>\$28,745.50</b>

## BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,316.70
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,449.50
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,632.10
BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Sole Source Memo - Chemic	\$19,789.80
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$78,188.10</i>
<b>BRENNTAG PACIFIC, IN - ALL DEPARTMENTS</b>			<b>\$78,188.10</b>

## BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$113.99
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$127.97
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$161.70
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$115.30
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$114.90
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$83.82
BRIAN'S GO TO SERVIC	Community Development	Trimming Service	\$100.60
<i>BRIAN'S GO TO SERVIC - Total For Community Development</i>			<i>\$818.28</i>
<b>BRIAN'S GO TO SERVIC - ALL DEPARTMENTS</b>			<b>\$818.28</b>

## BRIDGEPAY NETWORK SO

BRIDGEPAY NETWORK SO	City Clerk	CREDIT CARD FEES	\$14.83
<i>BRIDGEPAY NETWORK SO - Total For City Clerk</i>			<i>\$14.83</i>

BRIDGEPAY NETWORK SO	Community Development	CREDIT CARD FEES	\$14.84
<i>BRIDGEPAY NETWORK SO - Total For Community Development</i>			<i>\$14.84</i>
BRIDGEPAY NETWORK SO	Engineering	CREDIT CARD FEES	\$14.83
<i>BRIDGEPAY NETWORK SO - Total For Engineering</i>			<i>\$14.83</i>
<b>BRIDGEPAY NETWORK SO - ALL DEPARTMENTS</b>			<b>\$44.50</b>

## BRIGHAM YOUNG UNIV W

BRIGHAM YOUNG UNIV W	City Manager	City manager dinner at ICMA conference in	\$50.00
<i>BRIGHAM YOUNG UNIV W - Total For City Manager</i>			<i>\$50.00</i>
<b>BRIGHAM YOUNG UNIV W - ALL DEPARTMENTS</b>			<b>\$50.00</b>

## 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>
<b>CAPITAL BUSINESS SYS - ALL DEPARTMENTS</b>			<b>\$61.80</b>

## CASPAR BUILDING SYST

CASPAR BUILDING SYST	Buildings & Structures Fund	Replace Mop Sink-labor, materials & insuran	\$4,480.00
<i>CASPAR BUILDING SYST - Total For Buildings &amp; Structures Fund</i>			<i>\$4,480.00</i>
<b>CASPAR BUILDING SYST - ALL DEPARTMENTS</b>			<b>\$4,480.00</b>

## CASPER NATRONA COUNT

CASPER NATRONA COUNT	Aquatics- Washington Oper	Routine Inspection	\$85.00
CASPER NATRONA COUNT	Aquatics- Washington Oper	Routine Inspection	\$85.00
<i>CASPER NATRONA COUNT - Total For Aquatics- Washington Oper</i>			<i>\$170.00</i>
<b>CASPER NATRONA COUNT - ALL DEPARTMENTS</b>			<b>\$170.00</b>

## CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	City Clerk	Liquor License Transfer	\$95.72
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$890.70
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$1,257.90
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$2,244.32</i>

CASPER STAR-TRIBUNE,	Community Development	Public Hearing - annexation of the JTL Group	\$749.50
CASPER STAR-TRIBUNE,	Community Development	Proposed Annexation Of 0.85 Acres	\$792.70
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$1,542.20</i>
CASPER STAR-TRIBUNE,	Finance	FT Employees & Officials Who Recd' Pay In F	\$1,658.20
<i>CASPER STAR-TRIBUNE, - Total For Finance</i>			<i>\$1,658.20</i>
CASPER STAR-TRIBUNE,	Police Administration	Public Notice	\$72.68
<i>CASPER STAR-TRIBUNE, - Total For Police Administration</i>			<i>\$72.68</i>
<b>CASPER STAR-TRIBUNE, - ALL DEPARTMENTS</b>			<b>\$5,517.40</b>

## CASPER TIRE

CASPER TIRE	Fleet Maintenance Fund	230091 Tire Replacement/Disposal/Balance/	\$292.50
<i>CASPER TIRE - Total For Fleet Maintenance Fund</i>			<i>\$292.50</i>
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLL OF	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair TRK#2298 RESIDENT SWEEPER 20	\$25.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2312 RESIDENTL SL 2023	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2312 RESIDENTL SL 2023	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$115.00</i>
<b>CASPER TIRE - ALL DEPARTMENTS</b>			<b>\$452.50</b>

## CASPER WINDOW AND DO

CASPER WINDOW AND DO	Golf - Operations	Replace Insulated Glass Units	\$965.55
<i>CASPER WINDOW AND DO - Total For Golf - Operations</i>			<i>\$965.55</i>
CASPER WINDOW AND DO	Risk Management	Replace broken door light - Claim #2023133	\$420.08
<i>CASPER WINDOW AND DO - Total For Risk Management</i>			<i>\$420.08</i>
<b>CASPER WINDOW AND DO - ALL DEPARTMENTS</b>			<b>\$1,385.63</b>

## CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Pool shutdown supplies for Marion Kreiner -	\$8.17
CASPER WINNELSON CO	Buildings & Structures Fund	Shutdown Supplies for PV Pool - Winnelson	\$555.32
CASPER WINNELSON CO	Buildings & Structures Fund	Replacement water heater for Ft. Caspar - W	\$532.14
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies to help Irrigation wi	\$77.33
<i>CASPER WINNELSON CO - Total For Buildings &amp; Structures Fund</i>			<i>\$1,172.96</i>

CASPER WINNELSON CO	WWTP Operations	Tape	\$32.15
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			\$32.15
<b>CASPER WINNELSON CO - ALL DEPARTMENTS</b>			<b>\$1,205.11</b>

## CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$27.64
<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$27.64
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$88.92
<i>CENTURYLINK - Total For Balefill - Disposal &amp; Landfill</i>			\$88.92
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Buildings &amp; Structures Fund</i>			\$16.73
CENTURYLINK	Casper Business Center	Acct #307-577-0851 168B	\$57.09
<i>CENTURYLINK - Total For Casper Business Center</i>			\$57.09
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Cemetery</i>			\$16.73
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$61.10
<i>CENTURYLINK - Total For City Attorney</i>			\$61.10
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For City Council</i>			\$16.73
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.09
<i>CENTURYLINK - Total For City Hall</i>			\$11.09
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$38.91
<i>CENTURYLINK - Total For City Manager</i>			\$38.91
CENTURYLINK	Community Development	Acct #P-307-111-9950 456M	\$133.29
<i>CENTURYLINK - Total For Community Development</i>			\$133.29
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$38.91
<i>CENTURYLINK - Total For Customer Service</i>			\$38.91
CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$77.83
<i>CENTURYLINK - Total For Engineering</i>			\$77.83
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$88.92
<i>CENTURYLINK - Total For Finance</i>			\$88.92
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,250.59
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$111.11
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,361.70
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$72.19

<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$72.19
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$16.73
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Golf - Operations</i>			\$16.73
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$55.47
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$55.47
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$27.82
<i>CENTURYLINK - Total For Human Resources</i>			\$27.82
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$22.19
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$22.19
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$88.92
<i>CENTURYLINK - Total For Information Services</i>			\$88.92
CENTURYLINK	Metro Animal Shelter	Acct #P-307-234-8116 403M	\$155.50
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$172.23
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$61.10
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$30.08
<i>CENTURYLINK - Total For Municipal Court</i>			\$91.18
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$61.10
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$61.10
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$344.23
<i>CENTURYLINK - Total For Police Administration</i>			\$344.23
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.09
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$11.09
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$44.38
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$379.52
<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$423.90
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$22.19
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$22.19
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$16.70
<i>CENTURYLINK - Total For Risk Management</i>			\$16.70
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$11.09
CENTURYLINK	Sewer Wastewater Collection	Acct #307-472-1129 839B lift station comms	\$45.74
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$56.83
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$38.91

<i>CENTURYLINK - Total For Streets</i>			<i>\$38.91</i>
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$22.19
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$22.19</i>
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.73
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$16.73</i>
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$33.10
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$33.10</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$97.70
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$33.28
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$130.98</i>
<b>CENTURYLINK - ALL DEPARTMENTS</b>			<b>\$3,777.00</b>

## CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$13,916.63
CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$12,228.75
CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$7,589.02
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			<i>\$33,734.40</i>
<b>CH2MHILL, INC. - ALL DEPARTMENTS</b>			<b>\$33,734.40</b>

## CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication CABLE, SATELLITE & OTHER PAY TV/RADIO S		\$179.36
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$179.36</i>
<b>CHARTER COMMUNICATIO - ALL DEPARTMENTS</b>			<b>\$179.36</b>

## CHEM AQUA

CHEM AQUA	Ice Arena - Operations	Chema Aqua - Water Treatment for the ice p	\$534.91
<i>CHEM AQUA - Total For Ice Arena - Operations</i>			<i>\$534.91</i>
<b>CHEM AQUA - ALL DEPARTMENTS</b>			<b>\$534.91</b>

## CI TECHNOLOGIES INC

CI TECHNOLOGIES INC	Police Administration	Software Annual Maintenance Renewal/Upg	\$3,714.23
<i>CI TECHNOLOGIES INC - Total For Police Administration</i>			<i>\$3,714.23</i>



**CI TECHNOLOGIES INC - ALL DEPARTMENTS**

\$3,714.23

**CITIZEN PAYMENT**

CITIZEN PAYMENT	Aquatics - Operations	Refund For Canceled Aquatic Pass	\$132.11
CITIZEN PAYMENT	Aquatics - Operations	Refund For Canceled Aquatic Pass	\$126.77
<i>CITIZEN PAYMENT - Total For Aquatics - Operations</i>			\$258.88
CITIZEN PAYMENT	General Fund Revenue	Refund For Monies Paid To Collections	\$25.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			\$25.00
<b>CITIZEN PAYMENT - ALL DEPARTMENTS</b>			<b>\$283.88</b>

**CITIZENS FOR CIVIC A**

CITIZENS FOR CIVIC A	City Council	Council Chambers - The Lyric	\$4,000.00
CITIZENS FOR CIVIC A	City Council	Council Chambers - The Lyric	\$1,000.00
<i>CITIZENS FOR CIVIC A - Total For City Council</i>			\$5,000.00
<b>CITIZENS FOR CIVIC A - ALL DEPARTMENTS</b>			<b>\$5,000.00</b>

**CITY MARKET FOOD HAL**

CITY MARKET FOOD HAL	Police Career Services	DRINKING PLACES (ALCOHOLIC BEV.)-BARS,T	\$21.90
<i>CITY MARKET FOOD HAL - Total For Police Career Services</i>			\$21.90
<b>CITY MARKET FOOD HAL - ALL DEPARTMENTS</b>			<b>\$21.90</b>

**CITY OF CASPER**

CITY OF CASPER	Buildings & Structures Fund	Pickup Landfill - Balefill Ticket #108311	\$20.00
<i>CITY OF CASPER - Total For Buildings &amp; Structures Fund</i>			\$20.00
CITY OF CASPER	Community Development	Public Garbage - Balefill Ticket #107588	\$130.90
<i>CITY OF CASPER - Total For Community Development</i>			\$130.90
CITY OF CASPER	Hogadon - Operations	Public Garbage - Balefill Ticket #109104	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			\$20.00
CITY OF CASPER	Metropolitan Planning Org	GIS - Interdepartmental Services	\$7,553.34
<i>CITY OF CASPER - Total For Metropolitan Planning Org</i>			\$7,553.34
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$3,667.08
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			\$3,667.08
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,971.80

CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$678.15
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$7,491.55
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$8,420.90
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$6,545.20
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/sweeping/newspr/	\$10,135.80
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,667.66
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$638.55
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,263.05
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$6,816.15
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, sweeping & cardb	\$6,797.10
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$67,425.91</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$125.40
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$87.45
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$212.85</i>
<b>CITY OF CASPER - ALL DEPARTMENTS</b>			<b>\$79,030.08</b>

## CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Capital Projects Fund	I-25 and Casper Marginal Beaut	\$1,885.00
CIVIL ENGINEERING PR	Capital Projects Fund	GemsS028990-I-25 & Casper marg	\$13,960.00
<i>CIVIL ENGINEERING PR - Total For Capital Projects Fund</i>			<i>\$15,845.00</i>
CIVIL ENGINEERING PR	Metropolitan Planning Org	23-03 Mills Platte River Trail	\$18,787.50
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$18,787.50</i>
<b>CIVIL ENGINEERING PR - ALL DEPARTMENTS</b>			<b>\$34,632.50</b>

## CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Headlamp TRK#2305 COMMERCIAL ROLL OF	\$280.88
CMI TECO, INC.	Refuse - Commercial	Seat TRK#2288 COMMERCIAL FL 2018	\$1,890.00
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2315 COM DELIVERY	\$1,129.82
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2305 COM ROLLOFF 2	\$3,247.97
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2272 COMMERCIAL F	\$2,545.92
CMI TECO, INC.	Refuse - Commercial	PACKING CYLINDERS TRK#2288 COM FL 201	\$14,042.22
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$23,136.81</i>
CMI TECO, INC.	Refuse - Recycling	Plastic panel TRK#2314 RECYCLE TRUCK 202	\$75.72
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$75.72</i>

CMI TECO, INC.	Refuse - Residential	Cable for cameras TRK#2275 RESIDENT SL 20	\$41.52
CMI TECO, INC.	Refuse - Residential	Rubber For Grippers ALL MCNEILUS SL TRUC	\$601.91
CMI TECO, INC.	Refuse - Residential	ELEC VALVES TRK#2299 RESIDENT SL 2020	\$1,152.17
CMI TECO, INC.	Refuse - Residential	Hoses HYD TRK#2274 RESIDENT SL 2015	\$332.69
CMI TECO, INC.	Refuse - Residential	Rollers ALL MCNEILUS TRUCKS	\$995.09
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2302 RESIDENT SL 20	\$3,253.93
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2274 RESIDENT SL 20	\$602.80
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2285 RESIDENT SIDEL	\$5,000.57

*CMI TECO, INC. - Total For Refuse - Residential* \$11,980.68

**CMI TECO, INC. - ALL DEPARTMENTS** \$35,193.21

## COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Install 800 mgHz Radio in Waste Hander #14	\$617.45
COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Remove / Replace Consolette	\$110.00
COMMUNICATION TECHNO	Balefill - Disposal & Landfill	Installation of 800 mgHz Radio to Dozer #14	\$485.95

*COMMUNICATION TECHNO - Total For Balefill - Disposal & Landfill* \$1,213.40

COMMUNICATION TECHNO	Public Transit - Operations	Installation of Radio - parts & labor	\$228.90
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*COMMUNICATION TECHNO - Total For Public Transit - Operations* \$228.90

**COMMUNICATION TECHNO - ALL DEPARTMENTS** \$1,442.30

## CONVERGEONE

CONVERGEONE	Capital Projects Fund	Network equipment for the workout areas	\$1,653.00
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*CONVERGEONE - Total For Capital Projects Fund* \$1,653.00

CONVERGEONE	Rec Center - Operations	Network equipment for the workout areas	\$1,653.00
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*CONVERGEONE - Total For Rec Center - Operations* \$1,653.00

**CONVERGEONE - ALL DEPARTMENTS** \$3,306.00

## COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Field Maintenance	Air Fresheners	\$29.75
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*COWBOY SUPPLY HOUSE - Total For Field Maintenance* \$29.75

**COWBOY SUPPLY HOUSE - ALL DEPARTMENTS** \$29.75

## CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Cemetery	PVC Sling Elbow	\$21.75
<i>CPS DISTRIBUTORS, IN - Total For Cemetery</i>			<i>\$21.75</i>
CPS DISTRIBUTORS, IN	Field Maintenance	Brass Ball Valve	\$19.67
<i>CPS DISTRIBUTORS, IN - Total For Field Maintenance</i>			<i>\$19.67</i>
<b>CPS DISTRIBUTORS, IN - ALL DEPARTMENTS</b>			<b>\$41.42</b>

## CPU IIT

CPU IIT	Balefill - Disposal & Landfill	PRINTER/COPIER FOR SCALE HOUSE	\$651.00
<i>CPU IIT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$651.00</i>
<b>CPU IIT - ALL DEPARTMENTS</b>			<b>\$651.00</b>

## CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	Ice machine repair supplies for Service Cente	\$127.23
<i>CRESCENT ELECTRIC SU - Total For Buildings &amp; Structures Fund</i>			<i>\$127.23</i>
<b>CRESCENT ELECTRIC SU - ALL DEPARTMENTS</b>			<b>\$127.23</b>

## CRIME SCENE INFORMAT

CRIME SCENE INFORMAT	Police Administration	Basic Program & Web Tips - October 2023	\$122.00
<i>CRIME SCENE INFORMAT - Total For Police Administration</i>			<i>\$122.00</i>
<b>CRIME SCENE INFORMAT - ALL DEPARTMENTS</b>			<b>\$122.00</b>

## CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Balefill - Disposal & Landfill	Solid Waste Facility Asphalt I	\$93,609.67
<i>CROWN CONSTRUCTION L - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$93,609.67</i>
<b>CROWN CONSTRUCTION L - ALL DEPARTMENTS</b>			<b>\$93,609.67</b>

## CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	HVAC Repair supplies for Ice Arena - Crum	\$95.90
<i>CRUM ELECTRIC SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$95.90</i>
CRUM ELECTRIC SUPPLY	Ft. Caspar Museum	ELECTRICAL PARTS AND EQUIPMENT	\$114.02
<i>CRUM ELECTRIC SUPPLY - Total For Ft. Caspar Museum</i>			<i>\$114.02</i>
CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Relay for Pump at Fort Casper	\$55.18

CRUM ELECTRIC SUPPLY	Parks - Parks Maint.	Socket for relay at Fort Casper	\$4.82
<i>CRUM ELECTRIC SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$60.00</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Wires in Pipe Gallery - Machinery Supplies	\$18.69
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$18.69</i>
CRUM ELECTRIC SUPPLY	Weed & Pest Fund	channel for mounting meter to sprayer	\$5.00
<i>CRUM ELECTRIC SUPPLY - Total For Weed &amp; Pest Fund</i>			<i>\$5.00</i>
CRUM ELECTRIC SUPPLY	WWTP Operations	Electrical parts	\$59.19
<i>CRUM ELECTRIC SUPPLY - Total For WWTP Operations</i>			<i>\$59.19</i>
<b>CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS</b>			<b>\$352.80</b>

## DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Field Maintenance	MJ Sleeves for Soccer Irrigation Repair	\$656.08
<i>DANA KEPNER CO. OF W - Total For Field Maintenance</i>			<i>\$656.08</i>
<b>DANA KEPNER CO. OF W - ALL DEPARTMENTS</b>			<b>\$656.08</b>

## DANA KEPNER COMPANY

DANA KEPNER COMPANY	RWS - Booster Stations	PIONEER BOOSTER- BOOSTER SUPPLIES REGI	\$1,086.88
<i>DANA KEPNER COMPANY - Total For RWS - Booster Stations</i>			<i>\$1,086.88</i>
DANA KEPNER COMPANY	Water Distribution	ROUND IT TOOL- WATER & SEWER LINE MAT	\$209.35
DANA KEPNER COMPANY	Water Distribution	PVC, BONNET BOLTS, GASKET- WATER & SE	\$803.07
DANA KEPNER COMPANY	Water Distribution	CURB STOPS- WATER & SEWER LINE MATERI	\$1,132.50
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$2,144.92</i>
<b>DANA KEPNER COMPANY - ALL DEPARTMENTS</b>			<b>\$3,231.80</b>

## DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Locate paint	\$12.23
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer for Verde James Park	\$1,167.31
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$1,179.54</i>
<b>DBC IRRIGATION SUPPL - ALL DEPARTMENTS</b>			<b>\$1,179.54</b>

## DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fleet Maintenance Fund	CLAIM NO. 202400036 / 660242 Auto Glass	\$201.38
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$201.38</i>

<b>DECKER AUTO GLASS, I - ALL DEPARTMENTS</b>	<b>\$201.38</b>
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## DECKS UNLIMITED LLC

DECKS UNLIMITED LLC	Balefill		\$30.25
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<i>DECKS UNLIMITED LLC - Total For Balefill</i>			<i>\$30.25</i>
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<b>DECKS UNLIMITED LLC - ALL DEPARTMENTS</b>	<b>\$30.25</b>
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## DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Hogadon Lodge - Den	\$69.81
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DENNIS SUPPLY CO.	Buildings & Structures Fund	Ice Machine repair supplies for Service Cente	\$32.57
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<i>DENNIS SUPPLY CO. - Total For Buildings &amp; Structures Fund</i>			<i>\$102.38</i>
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<b>DENNIS SUPPLY CO. - ALL DEPARTMENTS</b>	<b>\$102.38</b>
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## DENVER INDUSTRIAL SA

DENVER INDUSTRIAL SA	Streets	Concrete Patch, Shipping & Handling	\$4,311.24
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<i>DENVER INDUSTRIAL SA - Total For Streets</i>			<i>\$4,311.24</i>
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<b>DENVER INDUSTRIAL SA - ALL DEPARTMENTS</b>	<b>\$4,311.24</b>
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## DicksSportingGoods.c

DicksSportingGoods.c	Kickball	Kickballs	\$78.70
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<i>DicksSportingGoods.c - Total For Kickball</i>			<i>\$78.70</i>
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<b>DicksSportingGoods.c - ALL DEPARTMENTS</b>	<b>\$78.70</b>
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## DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Sole Source Memo - C	\$13,050.83
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$13,050.83</i>
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<b>DPC INDUSTRIES, INC. - ALL DEPARTMENTS</b>	<b>\$13,050.83</b>
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## DRI CISCO

DRI CISCO	Information Services	COMPUTER SOFTWARE STORES	\$199.00
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<i>DRI CISCO - Total For Information Services</i>			<i>\$199.00</i>
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**DRI CISCO - ALL DEPARTMENTS** \$199.00

## **DYNAMIC CONTROLS INC**

DYNAMIC CONTROLS INC WWTP Operations Gate controller \$1,242.00

*DYNAMIC CONTROLS INC - Total For WWTP Operations* \$1,242.00

**DYNAMIC CONTROLS INC - ALL DEPARTMENTS** \$1,242.00

## **E 470 EXPRESS TOLLS**

E 470 EXPRESS TOLLS Balefill - Diversion & Special TOLLS, ROAD/BRIDGES UNIT#2306 2021 MA \$23.40

*E 470 EXPRESS TOLLS - Total For Balefill - Diversion & Special* \$23.40

E 470 EXPRESS TOLLS Refuse - Residential TOLLS, ROAD/BRIDGES UNIT #2269 FORD TA \$18.40

*E 470 EXPRESS TOLLS - Total For Refuse - Residential* \$18.40

**E 470 EXPRESS TOLLS - ALL DEPARTMENTS** \$41.80

## **EDEN K-9 CONSULTING**

EDEN K-9 CONSULTING Police Administration KATS Platinum 5 \$825.00

*EDEN K-9 CONSULTING - Total For Police Administration* \$825.00

**EDEN K-9 CONSULTING - ALL DEPARTMENTS** \$825.00

## **EMAINT ENTERPRISES,**

EMAINT ENTERPRISES, WWTP Operations Annual Subscription & Professional Edition U \$6,371.77

*EMAINT ENTERPRISES, - Total For WWTP Operations* \$6,371.77

**EMAINT ENTERPRISES, - ALL DEPARTMENTS** \$6,371.77

## **EMPLOYEE REIMBURSEME**

EMPLOYEE REIMBURSEME Balefill - Baler Processing Work boot reimbursement \$150.00

*EMPLOYEE REIMBURSEME - Total For Balefill - Baler Processing* \$150.00

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Tool Allotment Reimbursement \$31.46

EMPLOYEE REIMBURSEME Fleet Maintenance Fund Tool Allotment Reimbursement \$800.00

*EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund* \$831.46

EMPLOYEE REIMBURSEME Parks - Parks Maint. Work boot reimbursement \$109.99

*EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.* \$109.99

EMPLOYEE REIMBURSEME	Parks - Special Areas	Work boot reimbursement	\$107.09
<i>EMPLOYEE REIMBURSEME - Total For Parks - Special Areas</i>			<i>\$107.09</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$196.67
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$226.80
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$423.47</i>
EMPLOYEE REIMBURSEME	Public Safety Communication	Cell Phone Reimbursement	\$64.74
<i>EMPLOYEE REIMBURSEME - Total For Public Safety Communications</i>			<i>\$64.74</i>
EMPLOYEE REIMBURSEME	Refuse - Commercial	Work clothing reimbursement	\$59.99
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Commercial</i>			<i>\$59.99</i>
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$150.00</i>
<b>EMPLOYEE REIMBURSEME - ALL DEPARTMENTS</b>			<b>\$1,896.74</b>

## ENERGY LABORATORIES

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

## ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	UV Absorbance, Carbon, Total Organic - Testi	\$75.00
ENERGY LABRATORIES I	Regional Water Operations	Solids, Total Suspended - Testing	\$53.00
ENERGY LABRATORIES I	Regional Water Operations	Alkalinity to pH & Carbon, Total Organic - Te	\$108.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests - Testing	\$339.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endosp; River, Caisson3, & Caspar6 -	\$339.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$914.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$132.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$99.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply Testing	\$495.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$192.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$312.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$528.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA	\$132.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA	\$192.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$297.00



ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$561.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$132.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$3,072.00</i>
<b>ENERGY LABRATORIES I - ALL DEPARTMENTS</b>			<b>\$3,986.00</b>

## ENERGY MANAGEMENT CO

ENERGY MANAGEMENT CO	Regional Water Operations	Replace Galt VFD Motor Starter -Machinery	\$3,453.95
ENERGY MANAGEMENT CO	Regional Water Operations	Replace Galt VFD Motor Starter -Machinery	\$3,453.95
<i>ENERGY MANAGEMENT CO - Total For Regional Water Operations</i>			<i>\$6,907.90</i>
<b>ENERGY MANAGEMENT CO - ALL DEPARTMENTS</b>			<b>\$6,907.90</b>

## ENGINEERING DESIGN A

ENGINEERING DESIGN A	Metro Animal Shelter	Metro Emergency Generator	\$1,725.00
<i>ENGINEERING DESIGN A - Total For Metro Animal Shelter</i>			<i>\$1,725.00</i>
<b>ENGINEERING DESIGN A - ALL DEPARTMENTS</b>			<b>\$1,725.00</b>

## EXPRESS SERVICES INC

EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$935.20
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$1,179.90
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$1,161.60
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$1,161.60
EXPRESS SERVICES INC	Balefill - Disposal & Landfill	Temp service	\$1,237.83
<i>EXPRESS SERVICES INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$5,676.13</i>
EXPRESS SERVICES INC	City Manager	Temp service	\$1,127.47
<i>EXPRESS SERVICES INC - Total For City Manager</i>			<i>\$1,127.47</i>
<b>EXPRESS SERVICES INC - ALL DEPARTMENTS</b>			<b>\$6,803.60</b>

## EXTREME TRUCK OUTFIT

EXTREME TRUCK OUTFIT	Refuse - Commercial	replacement seat covers for Superintendent	\$438.94
<i>EXTREME TRUCK OUTFIT - Total For Refuse - Commercial</i>			<i>\$438.94</i>
<b>EXTREME TRUCK OUTFIT - ALL DEPARTMENTS</b>			<b>\$438.94</b>

## EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Field Maintenance	Personal Purchase, used wrong card	\$11.27
<i>EXXON GOOD TO GO STO - Total For Field Maintenance</i>			<i>\$11.27</i>
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$49.97
<i>EXXON GOOD TO GO STO - Total For Fire-EMS Operations</i>			<i>\$49.97</i>
<b>EXXON GOOD TO GO STO - ALL DEPARTMENTS</b>			<b>\$61.24</b>

## FACEBK 8Z3VTTX6E2

FACEBK 8Z3VTTX6E2	Ice Arena - Operations	Advertising - Jr Hockey Promo	\$13.30
<i>FACEBK 8Z3VTTX6E2 - Total For Ice Arena - Operations</i>			<i>\$13.30</i>
<b>FACEBK 8Z3VTTX6E2 - ALL DEPARTMENTS</b>			<b>\$13.30</b>

## FACEBK LG9MNRK2B2

FACEBK LG9MNRK2B2	City Council	Facebook Post Boosts	\$50.00
<i>FACEBK LG9MNRK2B2 - Total For City Council</i>			<i>\$50.00</i>
FACEBK LG9MNRK2B2	Ft. Caspar Museum	Facebook Post Boosts	\$636.47
<i>FACEBK LG9MNRK2B2 - Total For Ft. Caspar Museum</i>			<i>\$636.47</i>
FACEBK LG9MNRK2B2	Sewer Stormwater	Facebook Post Boosts	\$163.53
<i>FACEBK LG9MNRK2B2 - Total For Sewer Stormwater</i>			<i>\$163.53</i>
FACEBK LG9MNRK2B2	Water Distribution	Facebook Post Boosts	\$50.00
<i>FACEBK LG9MNRK2B2 - Total For Water Distribution</i>			<i>\$50.00</i>
<b>FACEBK LG9MNRK2B2 - ALL DEPARTMENTS</b>			<b>\$900.00</b>

## FACEBK LQAYTQPZA2

FACEBK LQAYTQPZA2	Ft. Caspar Museum	Facebook Posts	\$53.46
<i>FACEBK LQAYTQPZA2 - Total For Ft. Caspar Museum</i>			<i>\$53.46</i>
FACEBK LQAYTQPZA2	Sewer Stormwater	Facebook Posts	\$69.42
<i>FACEBK LQAYTQPZA2 - Total For Sewer Stormwater</i>			<i>\$69.42</i>
FACEBK LQAYTQPZA2	Water Distribution	Facebook Posts	\$86.12
<i>FACEBK LQAYTQPZA2 - Total For Water Distribution</i>			<i>\$86.12</i>
<b>FACEBK LQAYTQPZA2 - ALL DEPARTMENTS</b>			<b>\$209.00</b>

## FACEBK PR6WXR2B2

FACEBK PR6WXR2B2	Ft. Caspar Museum	Facebook posts	\$59.84
<i>FACEBK PR6WXR2B2 - Total For Ft. Caspar Museum</i>			\$59.84
FACEBK PR6WXR2B2	Sewer Stormwater	Facebook posts	\$19.30
<i>FACEBK PR6WXR2B2 - Total For Sewer Stormwater</i>			\$19.30
FACEBK PR6WXR2B2	Water Distribution	Facebook posts	\$13.88
<i>FACEBK PR6WXR2B2 - Total For Water Distribution</i>			\$13.88
<b>FACEBK PR6WXR2B2 - ALL DEPARTMENTS</b>			<b>\$93.02</b>

## FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Parks - Parks Maint.	Return of flange kits for soccer	(\$74.50)
FERGUSON ENTERPRISES	Parks - Parks Maint.	Flange kits for soccer	\$74.50
<i>FERGUSON ENTERPRISES - Total For Parks - Parks Maint.</i>			\$0.00
FERGUSON ENTERPRISES	Water Distribution	2023 CPU MATERIALS	\$18,314.40
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$18,314.40
<b>FERGUSON ENTERPRISES - ALL DEPARTMENTS</b>			<b>\$18,314.40</b>

## FIESTATEQUILAMEXICAN

FIESTATEQUILAMEXICAN	Streets	Gillete lunch from dropping off 70777	\$52.62
<i>FIESTATEQUILAMEXICAN - Total For Streets</i>			\$52.62
<b>FIESTATEQUILAMEXICAN - ALL DEPARTMENTS</b>			<b>\$52.62</b>

## FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment fees 7/16/23-8/15/23	\$835.15
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal &amp; Landfill</i>			\$835.15
FIRST INTERSTATE BAN	Ft. Caspar Museum	Tamper Resistant Bags	\$40.50
<i>FIRST INTERSTATE BAN - Total For Ft. Caspar Museum</i>			\$40.50
FIRST INTERSTATE BAN	General Fund Revenue	Investment fees 7/16/23-8/15/23	\$7,928.75
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$7,928.75
FIRST INTERSTATE BAN	Health Insurance Fund	Investment fees 7/16/23-8/15/23	\$269.72
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$269.72
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment fees 7/16/23-8/15/23	\$240.77
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			\$240.77

FIRST INTERSTATE BAN	Metro Animal Shelter	Investment fees 7/16/23-8/15/23	\$57.70
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			<i>\$57.70</i>
FIRST INTERSTATE BAN	Parking Fund	Investment fees 7/16/23-8/15/23	\$11.29
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			<i>\$11.29</i>
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment fees 7/16/23-8/15/23	\$2,418.45
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			<i>\$2,418.45</i>
FIRST INTERSTATE BAN	Refuse - Residential	Investment fees 7/16/23-8/15/23	\$282.88
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			<i>\$282.88</i>
FIRST INTERSTATE BAN	Revolving Land Fund	Investment fees 7/16/23-8/15/23	\$57.86
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			<i>\$57.86</i>
FIRST INTERSTATE BAN	Sewer Administration	Investment fees 7/16/23-8/15/23	\$596.55
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			<i>\$596.55</i>
FIRST INTERSTATE BAN	Water Administration	Investment fees 7/16/23-8/15/23	\$1,699.36
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			<i>\$1,699.36</i>
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment fees 7/16/23-8/15/23	\$71.92
<i>FIRST INTERSTATE BAN - Total For Weed &amp; Pest Fund</i>			<i>\$71.92</i>
FIRST INTERSTATE BAN	WWTP Operations	Investment fees 7/16/23-8/15/23	\$973.56
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			<i>\$973.56</i>
<b>FIRST INTERSTATE BAN - ALL DEPARTMENTS</b>			<b>\$15,484.46</b>

## FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP Operations	Pins and bushings	\$907.40
<i>FOREMANS QUALITY MAC - Total For WWTP Operations</i>			<i>\$907.40</i>
<b>FOREMANS QUALITY MAC - ALL DEPARTMENTS</b>			<b>\$907.40</b>

## FSP CGFOA

FSP CGFOA	Finance	Excel Class for Finance Staff	\$30.00
<i>FSP CGFOA - Total For Finance</i>			<i>\$30.00</i>
<b>FSP CGFOA - ALL DEPARTMENTS</b>			<b>\$30.00</b>

## GALLOWAY & COMPANY I

GALLOWAY & COMPANY I	General Fund Revenue	Traffic Study, Analysis & Data Collection	\$6,687.50
<i>GALLOWAY &amp; COMPANY I - Total For General Fund Revenue</i>			<i>\$6,687.50</i>

**GALLOWAY & COMPANY I - ALL DEPARTMENTS** \$6,687.50

**GALLS, INC.**

GALLS, INC.	Police Career Services	Uniform Supplies	\$71.65
GALLS, INC.	Police Career Services	Uniform supplies	\$135.00
GALLS, INC.	Police Career Services	Uniform supplies	\$71.65

*GALLS, INC. - Total For Police Career Services* \$278.30

**GALLS, INC. - ALL DEPARTMENTS** \$278.30

**GEOSYNTEC CONSULTANT**

GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$1,026.61
GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	Gems S028998-CRL Monitoring &	\$17,144.29
GEOSYNTEC CONSULTANT	Balefill - Disposal & Landfill	CRL Annual Monitoring & report	\$4,834.14

*GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill* \$23,005.04

**GEOSYNTEC CONSULTANT - ALL DEPARTMENTS** \$23,005.04

**GH PHIPPS WYOMING LL**

GH PHIPPS WYOMING LL	Capital Projects Fund	Retainage - Contract #92400012	\$6,930.46
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*GH PHIPPS WYOMING LL - Total For Capital Projects Fund* \$6,930.46

**GH PHIPPS WYOMING LL - ALL DEPARTMENTS** \$6,930.46

**GLOBAL SPECTRUM L.P.**

GLOBAL SPECTRUM L.P.	City Council	Funding For CNFR	\$30,000.00
GLOBAL SPECTRUM L.P.	City Council	Event Sponsorship	\$10,000.00

*GLOBAL SPECTRUM L.P. - Total For City Council* \$40,000.00

**GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS** \$40,000.00

**GMR GYMNASTICS SALES**

GMR GYMNASTICS SALES	Rec Center - Classes	CRC Camp DFS gymnastics supplies	\$693.90
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*GMR GYMNASTICS SALES - Total For Rec Center - Classes* \$693.90

**GMR GYMNASTICS SALES - ALL DEPARTMENTS** \$693.90

## GOLF AND SPORT SOLUT

GOLF AND SPORT SOLUT	Golf - Operations	60 Tons of USGA Sand	\$4,315.11
<i>GOLF AND SPORT SOLUT - Total For Golf - Operations</i>			<i>\$4,315.11</i>
<b>GOLF AND SPORT SOLUT - ALL DEPARTMENTS</b>			<b>\$4,315.11</b>

## GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for Miller House - G	\$58.79
GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair supplies for Service Center - Gr	\$18.71
GRAINGER, INC.	Buildings & Structures Fund	Shutdown supplies for Washington Pool - Gr	\$11.27
GRAINGER, INC.	Buildings & Structures Fund	Facility Sign	\$16.10
GRAINGER, INC.	Buildings & Structures Fund	Blue Recycling Receptacles & Lids	\$353.56
<i>GRAINGER, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$458.43</i>
GRAINGER, INC.	Regional Water Operations	Adjustable Lifting Beam - Small Tools & Supp	\$1,342.24
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$1,342.24</i>
GRAINGER, INC.	WWTP Operations	Filters	\$197.28
GRAINGER, INC.	WWTP Operations	Gloves, duct tape	\$132.92
GRAINGER, INC.	WWTP Operations	Gloves	\$81.60
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$411.80</i>
<b>GRAINGER, INC. - ALL DEPARTMENTS</b>			<b>\$2,212.47</b>

## GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	half dozen donuts for Celebration with Carte	\$7.28
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$7.28</i>
<b>GREAT HARVEST BREAD - ALL DEPARTMENTS</b>			<b>\$7.28</b>

## GREINER MOTOR CO - C

GREINER MOTOR CO - C	Fleet Maintenance Fund	101249 Vehicle repairs	\$3,352.44
GREINER MOTOR CO - C	Fleet Maintenance Fund	83286 Vehicle repair	\$1,619.38
GREINER MOTOR CO - C	Fleet Maintenance Fund	101335 Vehicle service/repair	\$76.94
<i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i>			<i>\$5,048.76</i>
<b>GREINER MOTOR CO - C - ALL DEPARTMENTS</b>			<b>\$5,048.76</b>

## GUNNERS METERS

GUNNERS METERS	Water Meters	T-10 CHAMBER- METER REPAIR PARTS	\$948.00
<i>GUNNERS METERS - Total For Water Meters</i>			<i>\$948.00</i>
<b>GUNNERS METERS - ALL DEPARTMENTS</b>			<b>\$948.00</b>

## H34 CONTRACTUAL LLC

H34 CONTRACTUAL LLC	Public Transit - Operations	RESCUE MISSION BUS SHELTER	\$3,600.00
<i>H34 CONTRACTUAL LLC - Total For Public Transit - Operations</i>			<i>\$3,600.00</i>
<b>H34 CONTRACTUAL LLC - ALL DEPARTMENTS</b>			<b>\$3,600.00</b>

## HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Stablcal STD, 8000 NTU 500ML - Lab Supply	\$144.00
HACH CO., CORP.	Regional Water Operations	Reagents, Standards, Solutions, - Lab Supplie	\$629.55
HACH CO., CORP.	Regional Water Operations	Charge for an Incorrect Invoice - Lab Supplie	\$1,061.59
HACH CO., CORP.	Regional Water Operations	Credit for Incorrect Invoice - Lab Supplies	(\$1,061.59)
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$773.55</i>
<b>HACH CO., CORP. - ALL DEPARTMENTS</b>			<b>\$773.55</b>

## HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Balefill - Baler Processing	SAND BLAST SAND AND REPLACEMENT TOO	\$140.48
<i>HARBOR FREIGHT TOOLS - Total For Balefill - Baler Processing</i>			<i>\$140.48</i>
HARBOR FREIGHT TOOLS	Ice Arena - Classes	NEW GOAL FRAME DOLLIES FOR GAME NETS	\$35.98
<i>HARBOR FREIGHT TOOLS - Total For Ice Arena - Classes</i>			<i>\$35.98</i>
HARBOR FREIGHT TOOLS	Regional Water Operations	Welding Hood - Safety Equipment & Supplies	\$199.99
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$199.99</i>
<b>HARBOR FREIGHT TOOLS - ALL DEPARTMENTS</b>			<b>\$376.45</b>

## HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Parks - Parks Maint.	Playground parts meadowlark	\$61.90
HARDWARE PARTNERS LL	Parks - Parks Maint.	U bolts for blocking slide at meadowlark par	\$19.12
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			<i>\$81.02</i>
HARDWARE PARTNERS LL	Parks - Special Areas	equipment repairs, trash bags	\$216.46

<i>HARDWARE PARTNERS LL - Total For Parks - Special Areas</i>			\$216.46
HARDWARE PARTNERS LL	Regional Water Operations	Morad 3 Nipple & Adapter - Well Supplies	\$15.73
HARDWARE PARTNERS LL	Regional Water Operations	Fasteners, Inlet, & Elbow for Cassion 3 & Cas	\$71.72
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			\$87.45
HARDWARE PARTNERS LL	Weed & Pest Fund	Copper parts for sprayer	\$71.47
<i>HARDWARE PARTNERS LL - Total For Weed &amp; Pest Fund</i>			\$71.47
<b>HARDWARE PARTNERS LL - ALL DEPARTMENTS</b>			<b>\$456.40</b>

## HDR ENGINEERING, INC

HDR ENGINEERING, INC	Metropolitan Planning Org	Contract Withholding: 23300030	\$6,830.67
<i>HDR ENGINEERING, INC - Total For Metropolitan Planning Org</i>			\$6,830.67
HDR ENGINEERING, INC	Water Administration	Water Rights Supply and Studie	\$4,561.25
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			\$4,561.25
<b>HDR ENGINEERING, INC - ALL DEPARTMENTS</b>			<b>\$11,391.92</b>

## HILLHOUSE W. LTD

HILLHOUSE W. LTD	General Fund Revenue	Souvenirs For Museum Store	\$198.54
<i>HILLHOUSE W. LTD - Total For General Fund Revenue</i>			\$198.54
<b>HILLHOUSE W. LTD - ALL DEPARTMENTS</b>			<b>\$198.54</b>

## HILLTOP LAUNDROMAT

HILLTOP LAUNDROMAT	Public Transit - Operations	UNIFORM CLEANING	\$16.00
<i>HILLTOP LAUNDROMAT - Total For Public Transit - Operations</i>			\$16.00
<b>HILLTOP LAUNDROMAT - ALL DEPARTMENTS</b>			<b>\$16.00</b>

## HILTON HOTELS

HILTON HOTELS	Police Career Services	HILTON lodging for training	\$245.86
<i>HILTON HOTELS - Total For Police Career Services</i>			\$245.86
<b>HILTON HOTELS - ALL DEPARTMENTS</b>			<b>\$245.86</b>

## HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	Grease	\$128.31
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<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$128.31</i>
<b>HOMAX OIL SALES INC - ALL DEPARTMENTS</b>			<b>\$128.31</b>

## HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Golf - Operations	Midgrade Gasoline & Clear Diesel Fuel	\$4,025.41
<i>HOMAX OIL SALES, INC - Total For Golf - Operations</i>			<i>\$4,025.41</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$8,323.36
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$8,323.36</i>
<b>HOMAX OIL SALES, INC - ALL DEPARTMENTS</b>			<b>\$12,348.77</b>

## HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Refuse - Commercial	SMALL TOOLS FOR TRUCK/REPAIR COMPACT	\$317.12
HOSE AND RUBBER SUPP	Refuse - Commercial	SMALL TOOLS FOR TRUCK/REPAIR COMPACT	\$278.48
<i>HOSE AND RUBBER SUPP - Total For Refuse - Commercial</i>			<i>\$595.60</i>
HOSE AND RUBBER SUPP	Regional Water Operations	Caisson #2 - Hoses for Well Flushing - Genera	\$252.38
<i>HOSE AND RUBBER SUPP - Total For Regional Water Operations</i>			<i>\$252.38</i>
HOSE AND RUBBER SUPP	Sewer Wastewater Collection fill hose		\$62.00
<i>HOSE AND RUBBER SUPP - Total For Sewer Wastewater Collection</i>			<i>\$62.00</i>
HOSE AND RUBBER SUPP	Water Meters	CAM-LOCK ADAPTOR FOR NEW TEST METER	\$17.24
<i>HOSE AND RUBBER SUPP - Total For Water Meters</i>			<i>\$17.24</i>
<b>HOSE AND RUBBER SUPP - ALL DEPARTMENTS</b>			<b>\$927.22</b>

## HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	WWTP Operations	Slings	\$319.70
<i>HOWARD SUPPLY COMPAN - Total For WWTP Operations</i>			<i>\$319.70</i>
<b>HOWARD SUPPLY COMPAN - ALL DEPARTMENTS</b>			<b>\$319.70</b>

## HYDRO OPTIMIZATION &

HYDRO OPTIMIZATION &	Regional Water Operations	SE 4-Analog Out - VFD Work - Professional S	\$1,668.24
HYDRO OPTIMIZATION &	Regional Water Operations	Software & Process SCADA Computers - Prof	\$2,349.00
HYDRO OPTIMIZATION &	Regional Water Operations	Field Labor/Remote Srvce./Techs Travel-Prof	\$3,645.00
<i>HYDRO OPTIMIZATION &amp; - Total For Regional Water Operations</i>			<i>\$7,662.24</i>

**HYDRO OPTIMIZATION & - ALL DEPARTMENTS**

\$7,662.24

**IMLSS UTAH**

IMLSS UTAH	Buildings & Structures Fund	Key blanks for BAS - IMLSS	\$1,014.00
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<i>IMLSS UTAH - Total For Buildings &amp; Structures Fund</i>			<i>\$1,014.00</i>
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**IMLSS UTAH - ALL DEPARTMENTS**

\$1,014.00

**INBERG-MILLER ENGINE**

INBERG-MILLER ENGINE	Water Distribution	Street Construction & Compaction Testing	\$893.40
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INBERG-MILLER ENGINE	Water Distribution	Street Construction & Compaction Testing	\$1,759.50
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<i>INBERG-MILLER ENGINE - Total For Water Distribution</i>			<i>\$2,652.90</i>
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**INBERG-MILLER ENGINE - ALL DEPARTMENTS**

\$2,652.90

**INDUSTRIAL SCREEN &**

INDUSTRIAL SCREEN &	Balefill - Baler Processing	Baler Pin FOR BALER	\$1,020.00
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<i>INDUSTRIAL SCREEN &amp; - Total For Balefill - Baler Processing</i>			<i>\$1,020.00</i>
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**INDUSTRIAL SCREEN & - ALL DEPARTMENTS**

\$1,020.00

**INGRAM BOOK COMPANY**

INGRAM BOOK COMPANY	General Fund Revenue	Books for resale in museum store	\$182.53
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<i>INGRAM BOOK COMPANY - Total For General Fund Revenue</i>			<i>\$182.53</i>
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**INGRAM BOOK COMPANY - ALL DEPARTMENTS**

\$182.53

**INNOVATIVE DATA ACQU**

INNOVATIVE DATA ACQU	Metropolitan Planning Org	Non Motorized Travel Counts	\$16,000.00
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<i>INNOVATIVE DATA ACQU - Total For Metropolitan Planning Org</i>			<i>\$16,000.00</i>
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**INNOVATIVE DATA ACQU - ALL DEPARTMENTS**

\$16,000.00

**INTERMOUNTAIN MOTOR**

INTERMOUNTAIN MOTOR	Buildings & Structures Fund	Motor repair work for Aquatics Center - Inte	\$672.03
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<i>INTERMOUNTAIN MOTOR - Total For Buildings &amp; Structures Fund</i>			<i>\$672.03</i>
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**INTERMOUNTAIN MOTOR - ALL DEPARTMENTS** \$672.03

**INTERSTATE ALL BATTE**

INTERSTATE ALL BATTE	Rec Center - Classes	Emergency Batteries for CRC DFS Camp Gran	\$2,459.50
<i>INTERSTATE ALL BATTE - Total For Rec Center - Classes</i>			<i>\$2,459.50</i>

**INTERSTATE ALL BATTE - ALL DEPARTMENTS** \$2,459.50

**INTUIT, INC.**

INTUIT, INC.	Buildings & Structures Fund	HVAC Repair supplies for Aquatics Center - C	\$40.19
<i>INTUIT, INC. - Total For Buildings &amp; Structures Fund</i>			<i>\$40.19</i>

INTUIT, INC.	Field Maintenance	Tani Graffiti Removal	\$375.00
<i>INTUIT, INC. - Total For Field Maintenance</i>			<i>\$375.00</i>

INTUIT, INC.	Fleet Maintenance Fund	660270 TOW TO SHOP	\$669.50
<i>INTUIT, INC. - Total For Fleet Maintenance Fund</i>			<i>\$669.50</i>

INTUIT, INC.	Parks - Parks Maint.	Graffiti removal PV Park & PZ	\$300.00
INTUIT, INC.	Parks - Parks Maint.	Graffiti removal Verda James bridge	\$650.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$950.00</i>

INTUIT, INC.	Refuse - Residential	NUTS & BOLTS FOR TRUCK BARN	\$162.58
<i>INTUIT, INC. - Total For Refuse - Residential</i>			<i>\$162.58</i>

INTUIT, INC.	Traffic Control	Pole box for Dolemite luminaire repair	\$200.00
<i>INTUIT, INC. - Total For Traffic Control</i>			<i>\$200.00</i>

INTUIT, INC.	WWTP Operations	Crane inspections	\$3,350.00
<i>INTUIT, INC. - Total For WWTP Operations</i>			<i>\$3,350.00</i>

**INTUIT, INC. - ALL DEPARTMENTS** \$5,747.27

**J.J. KELLER & ASSOCI**

J.J. KELLER & ASSOCI	Field Maintenance	Entry Level Drivers Training for James Gerhar	\$250.00
<i>J.J. KELLER &amp; ASSOCI - Total For Field Maintenance</i>			<i>\$250.00</i>

J.J. KELLER & ASSOCI	Human Resources	FMLA Mgr Online License - 10/01/23 to 9/30	\$985.00
J.J. KELLER & ASSOCI	Human Resources	FMLA Mgr Online License - 10/01/23 to 9/30	\$985.00
<i>J.J. KELLER &amp; ASSOCI - Total For Human Resources</i>			<i>\$1,970.00</i>

**J.J. KELLER & ASSOCI - ALL DEPARTMENTS** \$2,220.00

## JOHN R SHERMAN LLC

JOHN R SHERMAN LLC	Revolving Land Fund	Appraisal Services	\$3,500.00
<i>JOHN R SHERMAN LLC - Total For Revolving Land Fund</i>			<i>\$3,500.00</i>
<b>JOHN R SHERMAN LLC - ALL DEPARTMENTS</b>			<b>\$3,500.00</b>

## JOHNSON RESTAURANT G

JOHNSON RESTAURANT G	Golf	Meals on 8/14/23 & Gratuity	\$1,260.00
<i>JOHNSON RESTAURANT G - Total For Golf</i>			<i>\$1,260.00</i>
<b>JOHNSON RESTAURANT G - ALL DEPARTMENTS</b>			<b>\$1,260.00</b>

## JOHNSTONE SUPPLY

JOHNSTONE SUPPLY	Buildings & Structures Fund	HVAC Repair supplies for Service Center - Jo	\$118.09
<i>JOHNSTONE SUPPLY - Total For Buildings &amp; Structures Fund</i>			<i>\$118.09</i>
<b>JOHNSTONE SUPPLY - ALL DEPARTMENTS</b>			<b>\$118.09</b>

## JONAS SOFTWARE USA

JONAS SOFTWARE USA	Golf - Operations	Maintenance Fee	\$349.00
<i>JONAS SOFTWARE USA - Total For Golf - Operations</i>			<i>\$349.00</i>
<b>JONAS SOFTWARE USA - ALL DEPARTMENTS</b>			<b>\$349.00</b>

## JUDGES.ORG NAT JUD

JUDGES.ORG NAT JUD	Municipal Court	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$1,360.00
<i>JUDGES.ORG NAT JUD - Total For Municipal Court</i>			<i>\$1,360.00</i>
<b>JUDGES.ORG NAT JUD - ALL DEPARTMENTS</b>			<b>\$1,360.00</b>

## KETEL THORSTENSON, L

KETEL THORSTENSON, L	Finance	FY24 Audit Services	\$8,256.75
<i>KETEL THORSTENSON, L - Total For Finance</i>			<i>\$8,256.75</i>
<b>KETEL THORSTENSON, L - ALL DEPARTMENTS</b>			<b>\$8,256.75</b>

## KINSCO LLC

KINSCO LLC	Direct Distribution - Fire	Uniform Supplies	\$41.00
KINSCO LLC	Direct Distribution - Fire	Uniform Supplies	\$41.00
KINSCO LLC	Direct Distribution - Fire	Uniform Supplies	\$279.00
KINSCO LLC	Direct Distribution - Fire	Uniform Supplies	\$338.49
KINSCO LLC	Direct Distribution - Fire	Uniform Supplies	\$316.00
<i>KINSCO LLC - Total For Direct Distribution - Fire</i>			<i>\$1,015.49</i>
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$361.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$420.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$256.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$198.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$476.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$2.55
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$631.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$272.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$70.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$81.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$501.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$160.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$46.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$127.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$330.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$60.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$70.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$152.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$20.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$174.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$20.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$40.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$40.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$75.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$107.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$75.00

KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$60.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$60.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$40.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$87.00
KINSCO LLC	Fire-EMS Operations	Uniform Supplies	\$140.00
KINSCO LLC	Fire-EMS Operations	Uniform Supplies	\$680.00
KINSCO LLC	Fire-EMS Operations	Uniform Supplies	\$142.00
KINSCO LLC	Fire-EMS Operations	Uniform Supplies	\$266.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$147.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$65.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$160.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$105.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$345.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$110.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$67.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$46.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$47.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$140.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$226.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$212.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$94.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$150.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$20.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$115.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$82.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$155.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$189.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$427.00

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*KINSCO LLC - Total For Fire-EMS Operations* \$9,461.55

**KINSCO LLC - ALL DEPARTMENTS** **\$10,477.04**

## **KNIFE RIVER/JTL**

KNIFE RIVER/JTL	Capital Projects Fund	Coffman Avenue Repairs 19-030	\$157,032.62
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<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$157,032.62</i>
KNIFE RIVER/JTL	Refuse - Commercial	Recycled ConcretE TO FILL ALLEYS	\$360.64
<i>KNIFE RIVER/JTL - Total For Refuse - Commercial</i>			<i>\$360.64</i>
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$396.52
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$2,069.08
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$755.32
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$929.20
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$368.92
KNIFE RIVER/JTL	Streets	City Mix 2, Fiber Mesh & Fuel Surcharge	\$1,139.88
KNIFE RIVER/JTL	Streets	Crushed Base	\$240.64
KNIFE RIVER/JTL	Streets	City Mix 2, Fiber Mesh & Fuel Surcharge	\$969.13
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$3,359.84
KNIFE RIVER/JTL	Streets	Crushed Base	\$245.76
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$10,474.29</i>
<b>KNIFE RIVER/JTL - ALL DEPARTMENTS</b>			<b>\$167,867.55</b>

## KNUCKLE DRAGGER TACT

KNUCKLE DRAGGER TACT	Police Career Services	Combat/Tactical Firearms Training	\$2,850.00
<i>KNUCKLE DRAGGER TACT - Total For Police Career Services</i>			<i>\$2,850.00</i>
<b>KNUCKLE DRAGGER TACT - ALL DEPARTMENTS</b>			<b>\$2,850.00</b>

## L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	Uniform supplies	\$355.25
L.N. CURTIS & SONS I	Fire-EMS Operations	Uniform Supplies	\$1,826.50
<i>L.N. CURTIS &amp; SONS I - Total For Fire-EMS Operations</i>			<i>\$2,181.75</i>
<b>L.N. CURTIS &amp; SONS I - ALL DEPARTMENTS</b>			<b>\$2,181.75</b>

## LONESTAR ACTUATION I

LONESTAR ACTUATION I	Regional Water Operations	Stem Nuts & Thrust BRG Set - Maintenance	\$2,040.00
LONESTAR ACTUATION I	Regional Water Operations	Stem Nuts, BRG Set & Freight - Maint./Repai	\$2,205.00
<i>LONESTAR ACTUATION I - Total For Regional Water Operations</i>			<i>\$4,245.00</i>
<b>LONESTAR ACTUATION I - ALL DEPARTMENTS</b>			<b>\$4,245.00</b>

## LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	VRV Repair	\$4,753.12
<i>LONG BUILDING TECHNO - Total For Buildings &amp; Structures Fund</i>			<i>\$4,753.12</i>
<b>LONG BUILDING TECHNO - ALL DEPARTMENTS</b>			<b>\$4,753.12</b>

## MARTINIZING DRY CLEA

MARTINIZING DRY CLEA	Municipal Court	DRY CLEANERS	\$16.00
<i>MARTINIZING DRY CLEA - Total For Municipal Court</i>			<i>\$16.00</i>
<b>MARTINIZING DRY CLEA - ALL DEPARTMENTS</b>			<b>\$16.00</b>

## MAVERIK #389

MAVERIK #389	Water Distribution	FUEL FOR 660256	\$44.90
<i>MAVERIK #389 - Total For Water Distribution</i>			<i>\$44.90</i>
<b>MAVERIK #389 - ALL DEPARTMENTS</b>			<b>\$44.90</b>

## MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Property Insurance Fund	Audiograms for Fire Department	\$720.00
<i>MEMORIAL HOSPITAL - Total For Property Insurance Fund</i>			<i>\$720.00</i>
<b>MEMORIAL HOSPITAL - ALL DEPARTMENTS</b>			<b>\$720.00</b>

## MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Plumbing replacement supplies for Transit G	\$86.43
MENARDS CASPER WY	Buildings & Structures Fund	Plumbing repair supplies for Ft. Caspar - Men	\$111.93
MENARDS CASPER WY	Buildings & Structures Fund	Temp cove base for Hogadon - Menards	\$58.48
<i>MENARDS CASPER WY - Total For Buildings &amp; Structures Fund</i>			<i>\$256.84</i>
MENARDS CASPER WY	Ice Arena - Operations	EQUIPMENT FOR DRILLING MARSH PEGS	\$43.11
<i>MENARDS CASPER WY - Total For Ice Arena - Operations</i>			<i>\$43.11</i>
MENARDS CASPER WY	Parks - Parks Maint.	Copper pipe for Verde James Backflow Preve	\$272.52
MENARDS CASPER WY	Parks - Parks Maint.	S-hooks for basketball nets	\$7.40
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$279.92</i>
MENARDS CASPER WY	Parks - Special Areas	supplies	\$24.16
<i>MENARDS CASPER WY - Total For Parks - Special Areas</i>			<i>\$24.16</i>



MENARDS CASPER WY	Traffic Control	Signal cabinet air filters	\$55.92
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$55.92</i>
MENARDS CASPER WY	Water Distribution	CURB BOX COUPLING- WATER & SEWER LIN	\$43.02
MENARDS CASPER WY	Water Distribution	CLEANING SUPPLIES- BUILDING SUPPLIES	\$8.94
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$51.96</i>
MENARDS CASPER WY	Weed & Pest Fund	lawn mower	\$399.99
<i>MENARDS CASPER WY - Total For Weed &amp; Pest Fund</i>			<i>\$399.99</i>
<b>MENARDS CASPER WY - ALL DEPARTMENTS</b>			<b>\$1,111.90</b>

## MERBACK AWARDS COMPA

MERBACK AWARDS COMPA	Regional Water Operations	Appreciation Plaque for RWS Chairman	\$166.65
<i>MERBACK AWARDS COMPA - Total For Regional Water Operations</i>			<i>\$166.65</i>
<b>MERBACK AWARDS COMPA - ALL DEPARTMENTS</b>			<b>\$166.65</b>

## MERCER HOUSE, INC.

MERCER HOUSE, INC.	Capital Projects Fund	1%#16 Funding Mercer Family Re	\$7,886.12
<i>MERCER HOUSE, INC. - Total For Capital Projects Fund</i>			<i>\$7,886.12</i>
<b>MERCER HOUSE, INC. - ALL DEPARTMENTS</b>			<b>\$7,886.12</b>

## MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY	Parks - Parks Maint.	Fence ties for Matt Campfield	\$14.00
<i>MICHAELSFENCE&amp;SUPPLY - Total For Parks - Parks Maint.</i>			<i>\$14.00</i>
<b>MICHAELSFENCE&amp;SUPPLY - ALL DEPARTMENTS</b>			<b>\$14.00</b>

## MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$141.31
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			<i>\$141.31</i>
<b>MIDLAND SCIENTIFIC - ALL DEPARTMENTS</b>			<b>\$141.31</b>

## MISAC

MISAC	Information Services	MISAC Subscription Renewal Szewczyk	\$130.00
<i>MISAC - Total For Information Services</i>			<i>\$130.00</i>

**MISAC - ALL DEPARTMENTS** \$130.00

## ML AUTOMOTIVE

ML AUTOMOTIVE	Fleet Maintenance Fund	230085 Vehicle alignment	\$157.00
ML AUTOMOTIVE	Fleet Maintenance Fund	101323 Vehicle alignment	\$117.00
ML AUTOMOTIVE	Fleet Maintenance Fund	60678 Vehicle alignment	\$157.00

*ML AUTOMOTIVE - Total For Fleet Maintenance Fund* \$431.00

**ML AUTOMOTIVE - ALL DEPARTMENTS** \$431.00

## Monson

Monson	Buildings & Structures Fund	Monthly Janitorial Service - September 2023	\$5,979.22
Monson	Buildings & Structures Fund	Monthly Janitorial Service - September 2023	\$225.00

*Monson - Total For Buildings & Structures Fund* \$6,204.22

**Monson - ALL DEPARTMENTS** \$6,204.22

## MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	FITTING FOR POTABLE STEAMER	\$43.58
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*MOTION AND FLOW CONT - Total For Balefill - Baler Processing* \$43.58

**MOTION AND FLOW CONT - ALL DEPARTMENTS** \$43.58

## MOTION INDUSTRIES

MOTION INDUSTRIES	Balefill - Baler Processing	NEW POPPET VALVE FOR SOUTH BALER	\$2,198.68
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*MOTION INDUSTRIES - Total For Balefill - Baler Processing* \$2,198.68

**MOTION INDUSTRIES - ALL DEPARTMENTS** \$2,198.68

## MOUNTAIN ALARM FIRE

MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	Fire Monitoring & Radio Service	\$168.00
MOUNTAIN ALARM FIRE	Balefill - Disposal & Landfill	Fire Monitoring & Radio Service	\$183.00

*MOUNTAIN ALARM FIRE - Total For Balefill - Disposal & Landfill* \$900.00

MOUNTAIN ALARM FIRE	Balefill - Diversion & Special	Alarm Monitoring & Radio Service For Specia	\$168.00
<i>MOUNTAIN ALARM FIRE - Total For Balefill - Diversion &amp; Special</i>			<i>\$168.00</i>
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Buildings &amp; Structures Fund</i>			<i>\$549.00</i>
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Fire Monitoring & Radio Service	\$183.00
MOUNTAIN ALARM FIRE	Fire-EMS Administration	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Fire-EMS Administration</i>			<i>\$732.00</i>
MOUNTAIN ALARM FIRE	Fleet Maintenance Fund	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Fleet Maintenance Fund</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Golf - Operations	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Golf - Operations</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Hogadon - Operations	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Hogadon - Operations</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Metro Animal Shelter	Fire Monitoring & Radio Service	\$183.00
<i>MOUNTAIN ALARM FIRE - Total For Metro Animal Shelter</i>			<i>\$183.00</i>
MOUNTAIN ALARM FIRE	Police Administration	Fire Monitoring & Radio Service	\$168.00
<i>MOUNTAIN ALARM FIRE - Total For Police Administration</i>			<i>\$168.00</i>
MOUNTAIN ALARM FIRE	Public Transit - Operations	Fire Monitoring & Radio Service	\$168.00
<i>MOUNTAIN ALARM FIRE - Total For Public Transit - Operations</i>			<i>\$168.00</i>
<b>MOUNTAIN ALARM FIRE - ALL DEPARTMENTS</b>			<b>\$3,417.00</b>

## MOUNTAIN STATES

MOUNTAIN STATES	Municipal Court	Printing Service - envelopes	\$148.70
<i>MOUNTAIN STATES - Total For Municipal Court</i>			<i>\$148.70</i>
<b>MOUNTAIN STATES - ALL DEPARTMENTS</b>			<b>\$148.70</b>

## MOUNTAIN STATES PLAS

MOUNTAIN STATES PLAS	Refuse - Residential	Trash Bags for trash containers in Parks, etc.	\$7,859.10
<i>MOUNTAIN STATES PLAS - Total For Refuse - Residential</i>			<i>\$7,859.10</i>

**MOUNTAIN STATES PLAS - ALL DEPARTMENTS**

\$7,859.10

**MURDOCH'S RANCH&HOME**

MURDOCH'S RANCH&amp;HOM Sewer Wastewater Collection air compressor for pig \$149.99

*MURDOCH'S RANCH&HOME - Total For Sewer Wastewater Collection* \$149.99**MURDOCH'S RANCH&HOME - ALL DEPARTMENTS**

\$149.99

**NAPA AUTO PARTS CORP**

NAPA AUTO PARTS CORP Sewer Stormwater storm lift station generator fuel filter \$17.66

*NAPA AUTO PARTS CORP - Total For Sewer Stormwater* \$17.66

NAPA AUTO PARTS CORP Sewer Wastewater Collection tool for CCTV van \$2.91

*NAPA AUTO PARTS CORP - Total For Sewer Wastewater Collection* \$2.91

NAPA AUTO PARTS CORP Water Distribution EPOXY SYRINGE- OTHER MATERIALS &amp; SUPP \$59.94

NAPA AUTO PARTS CORP Water Distribution LATCH FOR BUMPER COMPARTMENT ON 66 \$24.51

*NAPA AUTO PARTS CORP - Total For Water Distribution* \$84.45

NAPA AUTO PARTS CORP WWTP Operations Washer fluid \$99.12

*NAPA AUTO PARTS CORP - Total For WWTP Operations* \$99.12**NAPA AUTO PARTS CORP - ALL DEPARTMENTS**

\$204.14

**NATRONA COUNTY OFFIC**

NATRONA COUNTY OFFIC Police Administration Credit Memo 10111 Was Incorrectly Applied \$3,100.59

*NATRONA COUNTY OFFIC - Total For Police Administration* \$3,100.59

NATRONA COUNTY OFFIC Police Grants Fund Equitable Sharing Check For DCI #2022-0701 \$361.60

*NATRONA COUNTY OFFIC - Total For Police Grants Fund* \$361.60**NATRONA COUNTY OFFIC - ALL DEPARTMENTS**

\$3,462.19

**NORCO, INC.**

NORCO, INC. Buildings &amp; Structures Fund Bathroom Tissue \$309.88

NORCO, INC. Buildings &amp; Structures Fund Garbage bags \$48.41

NORCO, INC. Buildings &amp; Structures Fund Tissue Dispensers \$75.00

NORCO, INC. Buildings &amp; Structures Fund Single Roll Dispenser \$31.15

NORCO, INC. Buildings &amp; Structures Fund Single Roll Dispenser \$31.15

*NORCO, INC. - Total For Buildings & Structures Fund* \$495.59

NORCO, INC.	Field Maintenance	Trash Liners	\$415.50
<i>NORCO, INC. - Total For Field Maintenance</i>			<i>\$415.50</i>
NORCO, INC.	Parks - Special Areas	gloves	\$39.18
<i>NORCO, INC. - Total For Parks - Special Areas</i>			<i>\$39.18</i>
NORCO, INC.	Regional Water Operations	Welding Gloves - Safety Equipment & Suppli	\$21.42
NORCO, INC.	Regional Water Operations	Copper Vice Jaws - Small Tools & Supplies	\$194.00
<i>NORCO, INC. - Total For Regional Water Operations</i>			<i>\$215.42</i>
NORCO, INC.	Sewer Wastewater Collection safety supplies		\$48.67
<i>NORCO, INC. - Total For Sewer Wastewater Collection</i>			<i>\$48.67</i>
NORCO, INC.	Water Distribution	WELDER & GAS CUTTER- SMALL TOOLS	\$2,304.31
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$2,304.31</i>
<b>NORCO, INC. - ALL DEPARTMENTS</b>			<b>\$3,518.67</b>

## NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Refuse - Commercial	REPAIR TRK#2288 COM FL 2018	\$3,850.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Commercial</i>			<i>\$3,850.00</i>
NORTHERN LIGHTS MANU	Refuse - Residential	REPAIR TRK#2317 RESIDENT RL 2023	\$4,200.00
<i>NORTHERN LIGHTS MANU - Total For Refuse - Residential</i>			<i>\$4,200.00</i>
<b>NORTHERN LIGHTS MANU - ALL DEPARTMENTS</b>			<b>\$8,050.00</b>

## NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Disposal & Landfill	TOOLS /SUPPLIES TO ASSIST IN SCHED OF BA	\$557.04
<i>NORTHWEST CONTRACTOR - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$557.04</i>
NORTHWEST CONTRACTOR	Regional Water Operations	Wrenches, Screwdrivers, Sockets, & Ratchet	\$949.39
<i>NORTHWEST CONTRACTOR - Total For Regional Water Operations</i>			<i>\$949.39</i>
NORTHWEST CONTRACTOR	Sewer Stormwater	concrete for storm repair	\$36.72
<i>NORTHWEST CONTRACTOR - Total For Sewer Stormwater</i>			<i>\$36.72</i>
NORTHWEST CONTRACTOR	Sewer Wastewater Collection Anchors for N. Platte lift station		\$173.00
NORTHWEST CONTRACTOR	Sewer Wastewater Collection jetscan flashlight		\$19.97
<i>NORTHWEST CONTRACTOR - Total For Sewer Wastewater Collection</i>			<i>\$192.97</i>
NORTHWEST CONTRACTOR	Water Distribution	REPLACEMENT DRILLS & IMPACTS- SMALL T	\$1,916.00
<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			<i>\$1,916.00</i>
NORTHWEST CONTRACTOR	WWTP Operations	Drill bit	\$42.93
<i>NORTHWEST CONTRACTOR - Total For WWTP Operations</i>			<i>\$42.93</i>

**NORTHWEST CONTRACTOR - ALL DEPARTMENTS**

\$3,695.05

**NRPA OPERATING**

NRPA OPERATING	Parks - Parks Maint.	NRPA memberships for City of Casper	\$337.50
NRPA OPERATING	Parks - Parks Maint.	Phil Moya NRPA Conference Registration - tr	\$241.88
<i>NRPA OPERATING - Total For Parks - Parks Maint.</i>			<i>\$579.38</i>
NRPA OPERATING	Rec Center - Admin	Phil Moya NRPA Conference Registration - tr	\$241.87
NRPA OPERATING	Rec Center - Admin	NRPA memberships for City of Casper	\$562.50
<i>NRPA OPERATING - Total For Rec Center - Admin</i>			<i>\$804.37</i>

**NRPA OPERATING - ALL DEPARTMENTS**

\$1,383.75

**ODP BUS SOL LLC**

ODP BUS SOL LLC	Human Resources	1 box of grey folders for orientation packets	\$15.48
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$15.48</i>
ODP BUS SOL LLC	Risk Management	4 packets, blue clasp envelopes for Risk Man	\$40.16
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>\$40.16</i>

**ODP BUS SOL LLC - ALL DEPARTMENTS**

\$55.64

**ONE CALL OF WY.**

ONE CALL OF WY.	Parks - Parks Maint.	Tickets For July	\$151.50
ONE CALL OF WY.	Parks - Parks Maint.	Tickets For August	\$171.75
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$323.25</i>
ONE CALL OF WY.	Sewer Wastewater Collection	Tickets For August	\$468.45
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$468.45</i>
ONE CALL OF WY.	Water Distribution	Tickets For August	\$572.55
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$572.55</i>

**ONE CALL OF WY. - ALL DEPARTMENTS**

\$1,364.25

**OVERHEAD DOOR CO**

OVERHEAD DOOR CO	Rec Center - Operations	Install Vestabule Door	\$5,783.35
<i>OVERHEAD DOOR CO - Total For Rec Center - Operations</i>			<i>\$5,783.35</i>

**OVERHEAD DOOR CO - ALL DEPARTMENTS**

\$5,783.35

## OW INVESTORS, LLC

OW INVESTORS, LLC	Water Meters	WATER TEST METER	\$16,093.55
<i>OW INVESTORS, LLC - Total For Water Meters</i>			<i>\$16,093.55</i>
<b>OW INVESTORS, LLC - ALL DEPARTMENTS</b>			<b>\$16,093.55</b>

## PAYPAL PEAKSGCSA

PAYPAL PEAKSGCSA	Golf - Operations	Peaks and Prairies Registration	\$247.20
<i>PAYPAL PEAKSGCSA - Total For Golf - Operations</i>			<i>\$247.20</i>
<b>PAYPAL PEAKSGCSA - ALL DEPARTMENTS</b>			<b>\$247.20</b>

## PAYPAL WYOMINGPUBL

PAYPAL WYOMINGPUBL	Public Transit - Operations	WYTRANS conference Registration	\$300.00
<i>PAYPAL WYOMINGPUBL - Total For Public Transit - Operations</i>			<i>\$300.00</i>
<b>PAYPAL WYOMINGPUBL - ALL DEPARTMENTS</b>			<b>\$300.00</b>

## PDF SUPPLY COMPANY L

PDF SUPPLY COMPANY L	Balefill - Baler Processing	INPUT CARDS FOR BALER	\$4,693.06
<i>PDF SUPPLY COMPANY L - Total For Balefill - Baler Processing</i>			<i>\$4,693.06</i>
<b>PDF SUPPLY COMPANY L - ALL DEPARTMENTS</b>			<b>\$4,693.06</b>

## PEDEN'S INC

PEDEN'S INC	Balefill - Disposal & Landfill	Screen Printing Service for LDF	\$1,326.00
<i>PEDEN'S INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$1,326.00</i>
<b>PEDEN'S INC - ALL DEPARTMENTS</b>			<b>\$1,326.00</b>

## PEPSI COLA OF CASPER

PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conc	Beverages, Beverage Supplies & Delivery	\$271.19
PEPSI COLA OF CASPER	Aquatics- Mike Sedar Conc	Beverages, CO2 Cylinder & Delivery	\$362.06
<i>PEPSI COLA OF CASPER - Total For Aquatics- Mike Sedar Conc</i>			<i>\$633.25</i>
PEPSI COLA OF CASPER	Aquatics- Paradise Valley Con	Beverages, CO2 Cylinder & Delivery	\$205.22
<i>PEPSI COLA OF CASPER - Total For Aquatics- Paradise Valley Conc</i>			<i>\$205.22</i>

**PEPSI COLA OF CASPER - ALL DEPARTMENTS** \$838.47

## PETERBILT OF WYOMING

PETERBILT OF WYOMING Fleet Maintenance Fund 70783 Equipment repair \$715.00

*PETERBILT OF WYOMING - Total For Fleet Maintenance Fund* \$715.00

**PETERBILT OF WYOMING - ALL DEPARTMENTS** \$715.00

## PHILLIPS SEAFOOD BAL

PHILLIPS SEAFOOD BAL Community Development EATING PLACES, RESTAURANTS \$17.64

*PHILLIPS SEAFOOD BAL - Total For Community Development* \$17.64

**PHILLIPS SEAFOOD BAL - ALL DEPARTMENTS** \$17.64

## PIZZA HUT 035956

PIZZA HUT 035956 Regional Water Operations Credit for Incorrect Charge - Office Supplies (\$71.76)

PIZZA HUT 035956 Regional Water Operations Incorrect Charge for JPB Lunch - Office Suppli \$71.76

PIZZA HUT 035956 Regional Water Operations JPB Lunch - Office Supplies \$76.76

*PIZZA HUT 035956 - Total For Regional Water Operations* \$76.76

PIZZA HUT 035956 Water Administration EATING PLACES, RESTAURANTS \$73.47

*PIZZA HUT 035956 - Total For Water Administration* \$73.47

**PIZZA HUT 035956 - ALL DEPARTMENTS** \$150.23

## POLISHED CONCRETE OF

POLISHED CONCRETE OF Refuse - Residential Restoring Polished Concrete Floor @LOCKER \$2,405.00

POLISHED CONCRETE OF Refuse - Residential Restoring Polished Concrete Floor @LOCKER \$2,405.00

POLISHED CONCRETE OF Refuse - Residential Restoring Polished Concrete Floor@ TRUCK \$4,810.00

*POLISHED CONCRETE OF - Total For Refuse - Residential* \$9,620.00

**POLISHED CONCRETE OF - ALL DEPARTMENTS** \$9,620.00

## POSTAL PROS, INC.

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$4,709.85

POSTAL PROS, INC. Customer Service UB/Past Due Printing / Postage / Mail Servic \$4,461.10

*POSTAL PROS, INC. - Total For Customer Service* \$9,170.95



**POSTAL PROS, INC. - ALL DEPARTMENTS** \$9,170.95

**POWER SVC.,INC.**

POWER SVC.,INC. Public Safety Communication PECCN Generator Repair \$195.00

*POWER SVC.,INC. - Total For Public Safety Communications* \$195.00

**POWER SVC.,INC. - ALL DEPARTMENTS** \$195.00

**PROFESSIONAL CLEANIN**

PROFESSIONAL CLEANIN WWTP Operations Cleaning Service - August 2023 \$1,395.00

*PROFESSIONAL CLEANIN - Total For WWTP Operations* \$1,395.00

**PROFESSIONAL CLEANIN - ALL DEPARTMENTS** \$1,395.00

**QUIZNOS - BWI**

QUIZNOS - BWI Community Development Justine Meal FEMA \$14.88

*QUIZNOS - BWI - Total For Community Development* \$14.88

**QUIZNOS - BWI - ALL DEPARTMENTS** \$14.88

**RAMADA GILLETTE**

RAMADA GILLETTE WWTP Operations Hotel for training \$219.52

*RAMADA GILLETTE - Total For WWTP Operations* \$219.52

**RAMADA GILLETTE - ALL DEPARTMENTS** \$219.52

**REEB WELDING LLC**

REEB WELDING LLC Refuse - Residential Equipment repair TRK#2274 RESIDENT SL 20 \$4,967.00

*REEB WELDING LLC - Total For Refuse - Residential* \$4,967.00

**REEB WELDING LLC - ALL DEPARTMENTS** \$4,967.00

**REPUBLIC PARKING SYS**

REPUBLIC PARKING SYS Customer Service Parking Stalls/Spaces \$202.00

*REPUBLIC PARKING SYS - Total For Customer Service* \$202.00

**REPUBLIC PARKING SYS - ALL DEPARTMENTS** \$202.00

**RIVER OAKS COMMUNICA**

RIVER OAKS COMMUNICA General Fund Revenue Eligible Facilities Request - 3973 S. Robertso \$895.00

*RIVER OAKS COMMUNICA - Total For General Fund Revenue* \$895.00

**RIVER OAKS COMMUNICA - ALL DEPARTMENTS** \$895.00

**Rocky Mountain**

Rocky Mountain Regional Water Operations Bulk Oxygen - Chemicals \$4,588.43

Rocky Mountain Regional Water Operations Equipment Rental - Maint. Agreement- LOX \$144.56

*Rocky Mountain - Total For Regional Water Operations* \$4,732.99

Rocky Mountain Water Distribution Equipment rental \$29.95

*Rocky Mountain - Total For Water Distribution* \$29.95

**Rocky Mountain - ALL DEPARTMENTS** \$4,762.94

**ROCKY MOUNTAIN INDUS**

ROCKY MOUNTAIN INDUS Special Fire Assistance Fund INDUSTRIAL SUPPLIES NOT ESLEWHERE CLAS \$14,780.41

*ROCKY MOUNTAIN INDUS - Total For Special Fire Assistance Fund* \$14,780.41

**ROCKY MOUNTAIN INDUS - ALL DEPARTMENTS** \$14,780.41

**ROCKY MOUNTAIN POWER**

ROCKY MOUNTAIN POWER Ash Street Building Acct #54730761-154 1 \$689.67

*ROCKY MOUNTAIN POWER - Total For Ash Street Building* \$689.67

ROCKY MOUNTAIN POWER Balefill - Disposal & Landfill Acct #54730761-090 7 \$9,433.90

*ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill* \$9,433.90

ROCKY MOUNTAIN POWER Buildings & Structures Fund Acct #54730761-089 9 \$129.77

*ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund* \$129.77

ROCKY MOUNTAIN POWER Fire-EMS Administration Acct #60445507-008 5 \$706.20

ROCKY MOUNTAIN POWER Fire-EMS Administration Acct #54730761-097 2 \$2,510.03

ROCKY MOUNTAIN POWER Fire-EMS Administration Acct #54730761-141 8 \$514.69

*ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration* \$3,730.92

ROCKY MOUNTAIN POWER Ft. Caspar Museum Acct #54730761-098 0 \$1,214.15

*ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum* \$1,214.15

ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0 - Electricity	\$40.03
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-009 4 - Split Account - Elect	\$76,020.07
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$76,060.10</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6 - Booster - Electricity	\$1,755.97
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-009 4 - Split Account - Elect	\$2,733.08
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-022 7 - Booster - Electricity	\$26.14
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$4,515.19</i>
ROCKY MOUNTAIN POWER	Water Distribution	Acct #54730761-107 9	\$736.58
<i>ROCKY MOUNTAIN POWER - Total For Water Distribution</i>			<i>\$736.58</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-107 9	\$33,768.12
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$49.15
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$33,817.27</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-108 7	\$32,226.99
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$32,226.99</i>
<b>ROCKY MOUNTAIN POWER - ALL DEPARTMENTS</b>			<b>\$162,554.54</b>

## ROCKY MTN. FIRE SYST

ROCKY MTN. FIRE SYST	Ice Arena - Operations	Smoke detector repair	\$85.00
ROCKY MTN. FIRE SYST	Ice Arena - Operations	Fire Alarm System Repair	\$159.94
<i>ROCKY MTN. FIRE SYST - Total For Ice Arena - Operations</i>			<i>\$244.94</i>
<b>ROCKY MTN. FIRE SYST - ALL DEPARTMENTS</b>			<b>\$244.94</b>

## Rooter

Rooter	Buildings & Structures Fund	Sewer / Plumbing Service	\$454.00
<i>Rooter - Total For Buildings &amp; Structures Fund</i>			<i>\$454.00</i>
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$433.24
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$200.42
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$88.10
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$88.10
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$200.42
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$327.58
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$136.83
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$63.59
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$136.83

Rooter	Parks - Parks Maint.	Porta-John from R&R	\$208.80
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$63.59
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$154.37
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$1,279.36
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$136.83
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$36.12
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$200.42

*Rooter - Total For Parks - Parks Maint.* \$3,754.60

**Rooter - ALL DEPARTMENTS** \$4,208.60

## ROTARY CLUB OF CASPE

ROTARY CLUB OF CASPE	Municipal Court	Annual Dues - 7/01/23 to 6/30/24	\$300.00
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*ROTARY CLUB OF CASPE - Total For Municipal Court* \$300.00

**ROTARY CLUB OF CASPE - ALL DEPARTMENTS** \$300.00

## SAFETY KLEEN SYSTEMS

SAFETY KLEEN SYSTEMS	Golf - Operations	Parts washer rental and service	\$598.97
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*SAFETY KLEEN SYSTEMS - Total For Golf - Operations* \$598.97

**SAFETY KLEEN SYSTEMS - ALL DEPARTMENTS** \$598.97

## SAMS CLUB #6425

SAMS CLUB #6425	Aquatics- Mike Sedar Conc	Concession novelty items AQ	\$582.40
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*SAMS CLUB #6425 - Total For Aquatics- Mike Sedar Conc* \$582.40

SAMS CLUB #6425	Balefill - Disposal & Landfill	OPERATION SUPPLIES FOR SCALEHOUSE/CLE	\$120.24
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*SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill* \$120.24

SAMS CLUB #6425	Buildings & Structures Fund	Custodial Supplies for Ice Arena - Sams Club	\$260.18
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*SAMS CLUB #6425 - Total For Buildings & Structures Fund* \$260.18

SAMS CLUB #6425	Community Development	WHOLESALE CLUBS	\$84.60
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*SAMS CLUB #6425 - Total For Community Development* \$84.60

SAMS CLUB #6425	Golf - Operations	Golf Shop Supplies	\$125.40
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SAMS CLUB #6425	Golf - Operations	Golf Shop Supplies	\$88.52
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*SAMS CLUB #6425 - Total For Golf - Operations* \$213.92

SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - WATER	\$7.78
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SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - CHIPS,COFFEE CUPS,CANDY,	\$378.91
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - Chips, Water, Pretzels, Hot D	\$159.07
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$545.76</i>
<b>SAMS CLUB #6425 - ALL DEPARTMENTS</b>			<b>\$1,807.10</b>

## SAMSCLUB #6425

SAMSCLUB #6425	Aquatics - Operations	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Aquatics - Operations</i>			<i>\$48.81</i>
SAMSCLUB #6425	Buildings & Structures Fund	P,R, & PF Picnic	\$48.84
<i>SAMSCLUB #6425 - Total For Buildings &amp; Structures Fund</i>			<i>\$48.84</i>
SAMSCLUB #6425	Cemetery	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Cemetery</i>			<i>\$48.81</i>
SAMSCLUB #6425	Community Development	WHOLESALE CLUBS	\$254.30
<i>SAMSCLUB #6425 - Total For Community Development</i>			<i>\$254.30</i>
SAMSCLUB #6425	Field Maintenance	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Field Maintenance</i>			<i>\$48.81</i>
SAMSCLUB #6425	Fleet Maintenance Fund	membership fee	\$110.00
SAMSCLUB #6425	Fleet Maintenance Fund	water cups & plates	\$45.19
<i>SAMSCLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$155.19</i>
SAMSCLUB #6425	Golf - Operations	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$48.81</i>
SAMSCLUB #6425	Hogadon - Operations	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Hogadon - Operations</i>			<i>\$48.81</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSION - Water, Pretzel, Hot dogs	\$184.86
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$184.86</i>
SAMSCLUB #6425	Ice Arena - Operations	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Ice Arena - Operations</i>			<i>\$48.81</i>
SAMSCLUB #6425	Municipal Court	WHOLESALE CLUBS	\$98.77
<i>SAMSCLUB #6425 - Total For Municipal Court</i>			<i>\$98.77</i>
SAMSCLUB #6425	Parks - Parks Maint.	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Parks - Parks Maint.</i>			<i>\$48.81</i>
SAMSCLUB #6425	Rec Center - Operations	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$48.81</i>
SAMSCLUB #6425	Weed & Pest Fund	P,R, & PF Picnic	\$48.81
<i>SAMSCLUB #6425 - Total For Weed &amp; Pest Fund</i>			<i>\$48.81</i>

**SAMSClub #6425 - ALL DEPARTMENTS** \$1,181.25

### SCOTT ENVIRONMENTAL

SCOTT ENVIRONMENTAL Buildings & Structures Fund Project Manager, Air (mold) & Surface Tape \$650.00

*SCOTT ENVIRONMENTAL - Total For Buildings & Structures Fund* \$650.00

SCOTT ENVIRONMENTAL Risk Management Project Manager, Air (mold) & Surface Tape \$650.00

*SCOTT ENVIRONMENTAL - Total For Risk Management* \$650.00

**SCOTT ENVIRONMENTAL - ALL DEPARTMENTS** \$1,300.00

### SCREEN CYCLE

SCREEN CYCLE Refuse - Residential REPLACE SCREEN ON ZONAR TABLET TRK#23 \$149.99

*SCREEN CYCLE - Total For Refuse - Residential* \$149.99

**SCREEN CYCLE - ALL DEPARTMENTS** \$149.99

### SHEET METAL SPECIALT

SHEET METAL SPECIALT Buildings & Structures Fund Roof repair supplies for Air Modelers Shed - \$98.44

*SHEET METAL SPECIALT - Total For Buildings & Structures Fund* \$98.44

**SHEET METAL SPECIALT - ALL DEPARTMENTS** \$98.44

### SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR Buildings & Structures Fund Painting Supplies for Communication office - \$81.49

*SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund* \$81.49

SHERWIN-WILLIAMS COR Field Maintenance Field Paint \$644.75

SHERWIN-WILLIAMS COR Field Maintenance Field Paint \$644.75

*SHERWIN-WILLIAMS COR - Total For Field Maintenance* \$1,289.50

SHERWIN-WILLIAMS COR Traffic Control Hose for walk behind striper \$62.99

*SHERWIN-WILLIAMS COR - Total For Traffic Control* \$62.99

**SHERWIN-WILLIAMS COR - ALL DEPARTMENTS** \$1,433.98

### SHOSHONE DISTRIBUTIN

SHOSHONE DISTRIBUTIN General Fund Revenue Souvenirs For Museum Store \$160.00

*SHOSHONE DISTRIBUTIN - Total For General Fund Revenue* \$160.00

**SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS** \$160.00

**SHUTTERFLY, INC.**

SHUTTERFLY, INC. Police Administration PHOTOGRAPHIC STUDIOS Plaque retirement \$43.98

*SHUTTERFLY, INC. - Total For Police Administration* \$43.98

**SHUTTERFLY, INC. - ALL DEPARTMENTS** \$43.98

**SIMPLOT TURF & HORTI**

SIMPLOT TURF & HORTI Weed & Pest Fund Instrata Fungicide \$1,880.00

*SIMPLOT TURF & HORTI - Total For Weed & Pest Fund* \$1,880.00

**SIMPLOT TURF & HORTI - ALL DEPARTMENTS** \$1,880.00

**SMITH PSYCHOLOGICAL**

SMITH PSYCHOLOGICAL Police Career Services Confidential Legal or Medial Matters \$500.00

SMITH PSYCHOLOGICAL Police Career Services Confidential Legal or Medial Matters \$800.00

*SMITH PSYCHOLOGICAL - Total For Police Career Services* \$1,300.00

**SMITH PSYCHOLOGICAL - ALL DEPARTMENTS** \$1,300.00

**SMITHS FOOD #4185**

SMITHS FOOD #4185 City Council GROCERY STORES, SUPERMARKETS \$16.97

*SMITHS FOOD #4185 - Total For City Council* \$16.97

SMITHS FOOD #4185 Regional Water Operations Cake - Office Supplies \$26.99

*SMITHS FOOD #4185 - Total For Regional Water Operations* \$26.99

**SMITHS FOOD #4185 - ALL DEPARTMENTS** \$43.96

**SPI BLACK HILLS UTIL**

SPI BLACK HILLS UTIL Regional Water Operations BHE - Natural Gas \$199.50

*SPI BLACK HILLS UTIL - Total For Regional Water Operations* \$199.50

**SPI BLACK HILLS UTIL - ALL DEPARTMENTS** \$199.50

**SQ COMPUTER PROFESS**

SQ COMPUTER PROFESS	Aquatics - Operations	Phone Head Set for Coordinator	\$134.00
<i>SQ COMPUTER PROFESS - Total For Aquatics - Operations</i>			<i>\$134.00</i>
SQ COMPUTER PROFESS	Community Development	Video adapter for projector.	\$24.99
<i>SQ COMPUTER PROFESS - Total For Community Development</i>			<i>\$24.99</i>
SQ COMPUTER PROFESS	Parks - Parks Maint.	New UPS for Jim's Computer	\$109.95
<i>SQ COMPUTER PROFESS - Total For Parks - Parks Maint.</i>			<i>\$109.95</i>
SQ COMPUTER PROFESS	Regional Water Operations	Degas Tower camera - Technology Supplies	\$478.07
<i>SQ COMPUTER PROFESS - Total For Regional Water Operations</i>			<i>\$478.07</i>
<b>SQ COMPUTER PROFESS - ALL DEPARTMENTS</b>			<b>\$747.01</b>

## SQ CONCRETE CONTRAC

SQ CONCRETE CONTRAC	Buildings & Structures Fund	Concrete Installation labor for Police Shootin	\$800.00
<i>SQ CONCRETE CONTRAC - Total For Buildings &amp; Structures Fund</i>			<i>\$800.00</i>
<b>SQ CONCRETE CONTRAC - ALL DEPARTMENTS</b>			<b>\$800.00</b>

## SQ PEDEN'S INC.

SQ PEDEN'S INC.	Municipal Court	MEN'S AND WOMEN'S CLOTHING STORES	\$252.00
<i>SQ PEDEN'S INC. - Total For Municipal Court</i>			<i>\$252.00</i>
<b>SQ PEDEN'S INC. - ALL DEPARTMENTS</b>			<b>\$252.00</b>

## SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC	Buildings & Structures Fund	Electrical repair work for Service Center - Su	\$1,590.27
<i>SQ SUMMIT ELECTRIC - Total For Buildings &amp; Structures Fund</i>			<i>\$1,590.27</i>
<b>SQ SUMMIT ELECTRIC - ALL DEPARTMENTS</b>			<b>\$1,590.27</b>

## STAPLES

STAPLES	Aquatics - Operations	Post It Notes, Eraser, Lead Refill	\$30.96
<i>STAPLES - Total For Aquatics - Operations</i>			<i>\$30.96</i>
STAPLES	WWTP Operations	Office supplies	\$55.26
<i>STAPLES - Total For WWTP Operations</i>			<i>\$55.26</i>
<b>STAPLES - ALL DEPARTMENTS</b>			<b>\$86.22</b>



## STATE OF WY.

STATE OF WY.	Police Administration	Notary Public Application - D. Bauer	\$60.00
STATE OF WY.	Police Administration	Notary Public Application - S. Ludgate	\$60.00
<i>STATE OF WY. - Total For Police Administration</i>			<i>\$120.00</i>
STATE OF WY.	WWTP Operations	Loan #CW127	\$39,746.25
<i>STATE OF WY. - Total For WWTP Operations</i>			<i>\$39,746.25</i>
<b>STATE OF WY. - ALL DEPARTMENTS</b>			<b>\$39,866.25</b>

## STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Washington Park Restroom Upgra	\$1,500.00
<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			<i>\$1,500.00</i>
<b>STATELINE NO 7 ARCHI - ALL DEPARTMENTS</b>			<b>\$1,500.00</b>

## STOTZ EQUIPMENT

STOTZ EQUIPMENT	WWTP Operations	Skid Steer Loader	\$42,349.93
<i>STOTZ EQUIPMENT - Total For WWTP Operations</i>			<i>\$42,349.93</i>
<b>STOTZ EQUIPMENT - ALL DEPARTMENTS</b>			<b>\$42,349.93</b>

## SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Fire-EMS Operations	Fire Extinguisher Recharge	\$83.00
<i>SUMMIT FIRE &amp; SECURI - Total For Fire-EMS Operations</i>			<i>\$83.00</i>
<b>SUMMIT FIRE &amp; SECURI - ALL DEPARTMENTS</b>			<b>\$83.00</b>

## SUMMIT FIRE AND SECU

SUMMIT FIRE AND SECU	WWTP Operations	Fire extinguisher recharge	\$9.75
<i>SUMMIT FIRE AND SECU - Total For WWTP Operations</i>			<i>\$9.75</i>
<b>SUMMIT FIRE AND SECU - ALL DEPARTMENTS</b>			<b>\$9.75</b>

## SUTHERLANDS 2816

SUTHERLANDS 2816	Water Distribution	ACRYLIC CAULK- BUILDING SUPPLIES	\$17.16
SUTHERLANDS 2816	Water Distribution	SOD- WATER & SEWER LINE MATERIALS	\$41.94

<i>SUTHERLANDS 2816 - Total For Water Distribution</i>			<i>\$59.10</i>
<b>SUTHERLANDS 2816 - ALL DEPARTMENTS</b>			<b>\$59.10</b>

## TARGET

TARGET	Municipal Court	DISCOUNT STORES	\$38.48
<i>TARGET - Total For Municipal Court</i>			<i>\$38.48</i>
<b>TARGET - ALL DEPARTMENTS</b>			<b>\$38.48</b>

## TECHPOINTLLC

TECHPOINTLLC	Balefill - Disposal & Landfill	DEEP CLEAN & STERILIZATION OF TRK#2222	\$209.00
TECHPOINTLLC	Balefill - Disposal & Landfill	DISINFECT/STERILIZE SPECIAL WASTE UNIT#	\$209.00
<i>TECHPOINTLLC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$418.00</i>
<b>TECHPOINTLLC - ALL DEPARTMENTS</b>			<b>\$418.00</b>

## THE HOME DEPOT

THE HOME DEPOT	Balefill - Disposal & Landfill	replacement safe for scalehouse	\$139.00
<i>THE HOME DEPOT - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$139.00</i>
THE HOME DEPOT	Buildings & Structures Fund	Plumbing replacement supplies for Transit G	\$31.87
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Ice Arena - Home Depot	\$41.38
THE HOME DEPOT	Buildings & Structures Fund	Carpentry Supplies for Rec Center - Home De	\$22.01
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$119.96
THE HOME DEPOT	Buildings & Structures Fund	Carpentry supplies for CBC - Home Depot	\$23.42
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for CBC and Hogadon - Home	\$211.29
<i>THE HOME DEPOT - Total For Buildings &amp; Structures Fund</i>			<i>\$449.93</i>
THE HOME DEPOT	Field Maintenance	Insect spray and traps	\$49.09
<i>THE HOME DEPOT - Total For Field Maintenance</i>			<i>\$49.09</i>
THE HOME DEPOT	Hogadon - Operations	Fence Project	\$138.36
THE HOME DEPOT	Hogadon - Operations	Home Depot fence	\$81.89
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$220.25</i>
THE HOME DEPOT	Parks - Parks Maint.	Parts for repair of handrail along Wyoming B	\$65.12
THE HOME DEPOT	Parks - Parks Maint.	Door stop	\$10.93
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$76.05</i>
THE HOME DEPOT	Regional Water Operations	Returned an Unneeded Tool - Small Tools &	(\$54.97)

THE HOME DEPOT	Regional Water Operations	Tools for N. Chem Building - Hammers, Wren	\$952.85
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			<i>\$897.88</i>
THE HOME DEPOT	Traffic Control	Tools for sign and bucket truck	\$180.67
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$180.67</i>
<b>THE HOME DEPOT - ALL DEPARTMENTS</b>			<b>\$2,012.87</b>

## TIM DACH

TIM DACH	Buildings & Structures Fund	Remodeling Services @ Business Center	\$1,000.00
<i>TIM DACH - Total For Buildings &amp; Structures Fund</i>			<i>\$1,000.00</i>
<b>TIM DACH - ALL DEPARTMENTS</b>			<b>\$1,000.00</b>

## TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	Ft. Caspar Museum	Copy Charge - June, July & August 2023	\$70.80
<i>TOP OFFICE PRODUCTS - Total For Ft. Caspar Museum</i>			<i>\$70.80</i>
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - August 2023	\$104.60
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			<i>\$104.60</i>
<b>TOP OFFICE PRODUCTS - ALL DEPARTMENTS</b>			<b>\$175.40</b>

## TOWN OF MILLS

TOWN OF MILLS	Police Grants Fund	Equitable Sharing Check For DCI #2022-0701	\$361.60
<i>TOWN OF MILLS - Total For Police Grants Fund</i>			<i>\$361.60</i>
<b>TOWN OF MILLS - ALL DEPARTMENTS</b>			<b>\$361.60</b>

## TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Fire-EMS Operations	Station Supplies	\$6.99
<i>TRACTOR SUPPLY CO - Total For Fire-EMS Operations</i>			<i>\$6.99</i>
<b>TRACTOR SUPPLY CO - ALL DEPARTMENTS</b>			<b>\$6.99</b>

## TRANSUNION RISK AND

TRANSUNION RISK AND	Police Administration	Acct #220805	\$191.20
TRANSUNION RISK AND	Police Administration	Acct #220805	\$202.40
<i>TRANSUNION RISK AND - Total For Police Administration</i>			<i>\$393.60</i>

**TRANSUNION RISK AND - ALL DEPARTMENTS** \$393.60

### TROPHY OUTLET

TROPHY OUTLET Softball Ghosts and Goblins Team Best Dressed Trop \$40.21

*TROPHY OUTLET - Total For Softball* \$40.21

**TROPHY OUTLET - ALL DEPARTMENTS** \$40.21

### TURBO AND DIESEL SER

TURBO AND DIESEL SER Fleet Maintenance Fund 230082 REPL 9TH INJ AND REGEN \$1,569.91

*TURBO AND DIESEL SER - Total For Fleet Maintenance Fund* \$1,569.91

**TURBO AND DIESEL SER - ALL DEPARTMENTS** \$1,569.91

### TV EYES, INC.

TV EYES, INC. Police Career Services BUSINESS SERVICES NOT ELSEWHERE CLASSI \$2,400.00

*TV EYES, INC. - Total For Police Career Services* \$2,400.00

**TV EYES, INC. - ALL DEPARTMENTS** \$2,400.00

### UNION WIRELESS

UNION WIRELESS Water Tanks URCCR SCADA & Cell Phone \$95.15

*UNION WIRELESS - Total For Water Tanks* \$95.15

**UNION WIRELESS - ALL DEPARTMENTS** \$95.15

### UNITED 0164233997

UNITED 0164233997 Community Development UNITED AIRLINES - Justine bag check \$35.00

*UNITED 0164233997 - Total For Community Development* \$35.00

**UNITED 0164233997 - ALL DEPARTMENTS** \$35.00

### UNITED 0164235357

UNITED 0164235357 Community Development UNITED AIRLINES \$35.00

*UNITED 0164235357 - Total For Community Development* \$35.00

**UNITED 0164235357 - ALL DEPARTMENTS** \$35.00

**UNITED 0164239422**

UNITED 0164239422 Metropolitan Planning Org UNITED AIRLINES \$30.00

*UNITED 0164239422 - Total For Metropolitan Planning Org* \$30.00

**UNITED 0164239422 - ALL DEPARTMENTS** \$30.00

**UNIVERSITY OF LOUISV**

UNIVERSITY OF LOUISV Police Career Services Training Services - PTO Basic Course (924G36 \$875.00

UNIVERSITY OF LOUISV Police Career Services Training Services - PTO Basic Course (924G36 \$1,750.00

*UNIVERSITY OF LOUISV - Total For Police Career Services* \$2,625.00

**UNIVERSITY OF LOUISV - ALL DEPARTMENTS** \$2,625.00

**URGENT CARE OF CASPE**

URGENT CARE OF CASPE Property Insurance Fund Invoice #'s 105, 106, 109, 111, 314 & 315 \$3,315.00

*URGENT CARE OF CASPE - Total For Property Insurance Fund* \$3,315.00

URGENT CARE OF CASPE Public Transit - Operations DOT Physicals \$285.00

*URGENT CARE OF CASPE - Total For Public Transit - Operations* \$285.00

**URGENT CARE OF CASPE - ALL DEPARTMENTS** \$3,600.00

**USPS PO 5715590945**

USPS PO 5715590945 WWTP Operations Certified Mail - WWTP MCC ARPA Grant Agr \$10.69

*USPS PO 5715590945 - Total For WWTP Operations* \$10.69

**USPS PO 5715590945 - ALL DEPARTMENTS** \$10.69

**VCN NATRONAREALESTAT**

VCN NATRONAREALESTAT Community Development Pratt 2 Addtion 5.4375 Acre Park -- Record J \$20.50

*VCN NATRONAREALESTAT - Total For Community Development* \$20.50

**VCN NATRONAREALESTAT - ALL DEPARTMENTS** \$20.50

**VERIZON WIRELESS**

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$160.04
<i>VERIZON WIRELESS - Total For Cemetery</i>			<i>\$160.04</i>
VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$278.47
<i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i>			<i>\$278.47</i>
VERIZON WIRELESS	Police Investigations	Dump Tower Services - File/Docket # 23-027	\$50.00
<i>VERIZON WIRELESS - Total For Police Investigations</i>			<i>\$50.00</i>
VERIZON WIRELESS	Sewer Wastewater Collection	Acct #742239432-00002 remote device data	\$74.37
<i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i>			<i>\$74.37</i>
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$40.01
<i>VERIZON WIRELESS - Total For Streets</i>			<i>\$40.01</i>
VERIZON WIRELESS	Water Distribution	Acct #542255605-00001	\$116.25
<i>VERIZON WIRELESS - Total For Water Distribution</i>			<i>\$116.25</i>
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.40
<i>VERIZON WIRELESS - Total For Water Meters</i>			<i>\$106.40</i>
VERIZON WIRELESS	Weed & Pest Fund	Acct #342080735-00001	\$201.65
<i>VERIZON WIRELESS - Total For Weed &amp; Pest Fund</i>			<i>\$201.65</i>
<b>VERIZON WIRELESS - ALL DEPARTMENTS</b>			<b>\$1,027.19</b>

## VIBRALIGN, INC.

VIBRALIGN, INC.	WWTP Operations	Alignment tool calibration	\$1,022.81
<i>VIBRALIGN, INC. - Total For WWTP Operations</i>			<i>\$1,022.81</i>
<b>VIBRALIGN, INC. - ALL DEPARTMENTS</b>			<b>\$1,022.81</b>

## VISTAPRINT

VISTAPRINT	City Manager	City hall fencing banner We've Moved- sales	\$98.68
<i>VISTAPRINT - Total For City Manager</i>			<i>\$98.68</i>
<b>VISTAPRINT - ALL DEPARTMENTS</b>			<b>\$98.68</b>

## VOODOO DOUGHNUTS AT

VOODOO DOUGHNUTS AT	Community Development	FAST FOOD RESTAURANTS	\$8.96
<i>VOODOO DOUGHNUTS AT - Total For Community Development</i>			<i>\$8.96</i>
<b>VOODOO DOUGHNUTS AT - ALL DEPARTMENTS</b>			<b>\$8.96</b>

## VZWRLSS IVR VB

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

## VZWRLSS MY VZ VB P

VZWRLSS MY VZ VB P	Regional Water Operations	WTP Operator Cell Phone	\$77.43
<i>VZWRLSS MY VZ VB P - Total For Regional Water Operations</i>			<i>\$77.43</i>
<b>VZWRLSS MY VZ VB P - ALL DEPARTMENTS</b>			<b>\$77.43</b>

## WAL-MART #1617

WAL-MART #1617	Ice Arena - Concessions	CONCESSIONS - Butter Spray	\$39.84
<i>WAL-MART #1617 - Total For Ice Arena - Concessions</i>			<i>\$39.84</i>
<b>WAL-MART #1617 - ALL DEPARTMENTS</b>			<b>\$39.84</b>

## WAL-MART #3778

WAL-MART #3778	Rec Center - Classes	Camp DFS Grant Activity Supplies Games Sto	\$1,852.95
<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			<i>\$1,852.95</i>
WAL-MART #3778	Regional Water Operations	JPB Lunch Sides, Ziplocks for Sampling, & Cof	\$53.29
WAL-MART #3778	Regional Water Operations	Extension Cord & SD Card - Office Supplies	\$24.19
<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$77.48</i>
<b>WAL-MART #3778 - ALL DEPARTMENTS</b>			<b>\$1,930.43</b>

## WAMCO LABS, INC.

WAMCO LABS, INC.	WWTP Pretreatment	Reduced Chronic Toxicity Testing	\$1,100.00
<i>WAMCO LABS, INC. - Total For WWTP Pretreatment</i>			<i>\$1,100.00</i>
<b>WAMCO LABS, INC. - ALL DEPARTMENTS</b>			<b>\$1,100.00</b>

## WASTE STICKERS.COM

WASTE STICKERS.COM	Refuse - Commercial	COMMERICAL CONTAINER STICKERS	\$273.95
<i>WASTE STICKERS.COM - Total For Refuse - Commercial</i>			<i>\$273.95</i>

**WASTE STICKERS.COM - ALL DEPARTMENTS** \$273.95

### **Wear Parts, Inc.**

Wear Parts, Inc.	Balefill - Disposal & Landfill	Bolts & Nut FOR POTABLE LITTER FENCE	\$179.83
<i>Wear Parts, Inc. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$179.83</i>

**Wear Parts, Inc. - ALL DEPARTMENTS** \$179.83

### **WESTERN MEDICAL ASSO**

WESTERN MEDICAL ASSO	Direct Distribution - Fire	New Hire Physical exams	\$3,620.00
<i>WESTERN MEDICAL ASSO - Total For Direct Distribution - Fire</i>			<i>\$3,620.00</i>

WESTERN MEDICAL ASSO	Fire-EMS Training	Physical exams	\$5,100.00
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WESTERN MEDICAL ASSO	Fire-EMS Training	Physical exams	\$2,330.00
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WESTERN MEDICAL ASSO	Fire-EMS Training	Physical exams	\$4,870.00
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<i>WESTERN MEDICAL ASSO - Total For Fire-EMS Training</i>			<i>\$12,300.00</i>
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**WESTERN MEDICAL ASSO - ALL DEPARTMENTS** \$15,920.00

### **WESTERN SIGN & DESIG**

WESTERN SIGN & DESIG	Capital Projects Fund	Installation Of Reflective Graphics On EMS Tr	\$2,285.00
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<i>WESTERN SIGN &amp; DESIG - Total For Capital Projects Fund</i>			<i>\$2,285.00</i>
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WESTERN SIGN & DESIG	Public Transit - Operations	Installation of printed & laminated graphic si	\$1,875.00
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<i>WESTERN SIGN &amp; DESIG - Total For Public Transit - Operations</i>			<i>\$1,875.00</i>
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**WESTERN SIGN & DESIG - ALL DEPARTMENTS** \$4,160.00

### **WFGEAR**

WFGEAR	Fire-EMS Administration	LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI	\$356.00
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<i>WFGEAR - Total For Fire-EMS Administration</i>			<i>\$356.00</i>
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**WFGEAR - ALL DEPARTMENTS** \$356.00

### **WINDRIVER ENVIRONMEN**

WINDRIVER ENVIRONMEN	Capital Projects Fund	City Hall Project SAFE Asbesto	\$61,088.04
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WINDRIVER ENVIRONMEN	Capital Projects Fund	City Hall Project SAFE Asbesto	\$2,850.00
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<i>WINDRIVER ENVIRONMEN - Total For Capital Projects Fund</i>			<i>\$63,938.04</i>
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**WINDRIVER ENVIRONMEN - ALL DEPARTMENTS** \$63,938.04

**WLC ENGINEERING - SU**

WLC ENGINEERING - SU	Capital Projects Fund	Consultant: Westridge Addition	\$12,162.98
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$12,162.98</i>

**WLC ENGINEERING - SU - ALL DEPARTMENTS** \$12,162.98

**WM SUPERCENTER**

WM SUPERCENTER	Balefill - Diversion & Special	OPERATIONAL SUPPLIES FOR SPECIAL WAST	\$54.80
<i>WM SUPERCENTER - Total For Balefill - Diversion &amp; Special</i>			<i>\$54.80</i>
WM SUPERCENTER	Buildings & Structures Fund	BAS Shop Supplies	\$45.49
<i>WM SUPERCENTER - Total For Buildings &amp; Structures Fund</i>			<i>\$45.49</i>
WM SUPERCENTER	Rec Center - Classes	Nintendo Switch, 3 Year Insurance Plan	\$398.88
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$398.88</i>
WM SUPERCENTER	Regional Water Operations	Micro SD Card for HOA & SCADA Work - Offi	\$8.98
WM SUPERCENTER	Regional Water Operations	Salt & Pepper & Ketchup - Office Supplies	\$7.47
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$16.45</i>

**WM SUPERCENTER - ALL DEPARTMENTS** \$515.62

**WSP USA INC**

WSP USA INC	Balefill - Disposal & Landfill	Old Landfill Remediation - Met	\$640.63
WSP USA INC	Balefill - Disposal & Landfill	Gems S028770-5-Year Closed Bal	\$5,528.75
WSP USA INC	Balefill - Disposal & Landfill	21-012 CRL Cell 1 Close and Ce	\$149.80
<i>WSP USA INC - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$6,319.18</i>

**WSP USA INC - ALL DEPARTMENTS** \$6,319.18

**WY. MACHINERY CO.**

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair SERVICE FOR EXCAVATOR	\$1,158.01
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair UNIT#141502 WHEEL LOA	\$1,365.14
WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair UNIT#141501 WHEEL LOA	\$1,365.14
<i>WY. MACHINERY CO. - Total For Balefill - Disposal &amp; Landfill</i>			<i>\$3,888.29</i>
WY. MACHINERY CO.	Balefill - Diversion & Special	TRANSPORT FEE FOR UNIT#141432 COMPOS	\$440.00
<i>WY. MACHINERY CO. - Total For Balefill - Diversion &amp; Special</i>			<i>\$440.00</i>

**WY. MACHINERY CO. - ALL DEPARTMENTS**

\$4,328.29

**WYOMING STEEL RECYCL**

WYOMING STEEL RECYCL      Aquatics- Mike Sedar Oper.      Freon Removal from Refrigerator      \$25.00

*WYOMING STEEL RECYCL - Total For Aquatics- Mike Sedar Oper.*      \$25.00

WYOMING STEEL RECYCL      Aquatics- Paradise Valley Op      Freon Removal from Refrigerator      \$25.00

*WYOMING STEEL RECYCL - Total For Aquatics- Paradise Valley Oper*      \$25.00

**WYOMING STEEL RECYCL - ALL DEPARTMENTS**      \$50.00

**ZOLL MEDICAL CORPORA**

ZOLL MEDICAL CORPORA      Fire-EMS Operations      Enclosure, Load Cell, Recertification Fee & La      \$1,674.00

*ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations*      \$1,674.00

**ZOLL MEDICAL CORPORA - ALL DEPARTMENTS**      \$1,674.00

**ZONAR SYSTEMS INC**

ZONAR SYSTEMS INC      Balefill - Disposal & Landfill      Samsung Tablet UNIT# 141533 TRUCK FOR L      \$269.78

*ZONAR SYSTEMS INC - Total For Balefill - Disposal & Landfill*      \$269.78

**ZONAR SYSTEMS INC - ALL DEPARTMENTS**      \$269.78

**CITYWIDE BILLS AND CLAIMS TOTAL**

\$1,449,963.94

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  
 10/03/23

**Additional Accounts Payable**

<b><u>09/14/23</u></b>	<b>Prewrits - Travel Reimbursements &amp; Sales Tax</b> Jacqueline Brown - Travel Reimbursement State of Wyo - Dept. of Revenue - Sales tax	825.90 1,982.94 <hr/> 2,808.84
<b><u>09/21/23</u></b>	<b>Prewrits - Travel &amp; Employee Reimbursements &amp; AP Vendor</b> Alyssa Baedke - Travel Reimbursement Garrett Crotty - Travel Reimbursement Hunter Ihrig - Confidential Legal or Medical Reimbursement Teton Distributors - Ice Arena Inventory	379.50 491.41 850.00 288.90 <hr/> 2,009.81
<b>Total Additional AP</b>		<b><u>\$ 4,818.65</u></b>

**Payroll**

<b><u>09/14/23</u></b>	<b>City Payroll</b> Salary & Wages Other Employee Liabilities Internal Revenue Service Wyoming Retirement System State of Wyoming Workers Comp State of Wyoming Employee Benefits Insurance ICMA Retirement Lincoln National Life Insurance Orchard Trust Retirement Reliastar Life Insurance-Accident/Voya	983,753.66 3,678.25 277,202.83 238,767.15 23,176.09 381,007.25 27,858.45 16,939.17 1,990.00 1,497.48 <hr/> 1,955,870.33
<b><u>09/21/23</u></b>	<b>Fire Payroll</b> Salary & Wages Internal Revenue Service NCPERS Group Wyoming Retirement System State of Wyoming Workers Comp State of Wyoming Employee Benefits Insurance ICMA Retirement Lincoln National Life Insurance Orchard Trust Retirement Reliastar Life Insurance-Accident/Voya	131,142.73 24,099.40 64.00 52,849.59 3,370.54 56,366.75 5,000.40 (4.00) 8,115.00 33.86 <hr/> 281,038.27
<b>Total Payroll</b>		<b><u>\$ 2,236,908.60</u></b>
<b>Addendum Total</b>		<b><u>\$ 2,241,727.25</u></b>

September 21, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director

SUBJECT: Establishing October 17, 2023, as the date of public hearing for consideration of the City of Casper's application for a BRC Community Readiness Grant for the North Platte Park Foundational Infrastructure Project

**Meeting Type & Date:**

Regular Council Meeting, October 3, 2023

**Action Type:**

Minute Action

**Recommendation:**

That Council, by minute action, establish October 17, 2023, as the date of public hearing for consideration of the City's application to the Wyoming Business Council's BRC Community Readiness Grant for the North Platte Park Foundational Infrastructure Project.

**Summary:**

In April 2023, the City of Casper hired Ayres Associates, Inc. to design a simple master plan for the 112 acres of vacant land owned by the City of Casper located within the North Platte River Park No. 2 Subdivision.

Council reviewed the North Platte River Park – Master Plan at their July 25, 2023, work session. The study examined the impacts of development on the multi-modal transportation network within the study area. Along with evaluating existing water, sewer, gas, electric, telecommunications, and transportation infrastructure, the plan provided multiple layouts and illustrative plans. The subdivision contains the Ford Wyoming Center, and the adjacent area includes a variety of uses including recreation facilities, specialty parks, museums, medical offices, commercial, and retail facilities. The land is adjacent to Interstate 25, the US Highway 20-26 Bypass, and Poplar Street, and has the capacity to support complimentary development for the uses already located in the area, including the Wyoming Sports Ranch – a catalyst project for the area. The Master Plan positions this City-owned property for private sector investment, with areas designated for industry, technology, retail, hospitality, and flex space. Private interest has already been expressed. The economic impact and density of use proposed for this area will provide a substantial return on investment (ROI). The economics for infrastructure investment will support the resiliency and capacity of the master plan.

A major component for the development of the project site will be the utilities; specifically, water and sanitary sewer systems. In addition, transportation systems will need to be expanded to accommodate the larger influx of traffic, with turn lanes, sidewalks, trails, and transit options. The Master Plan was officially approved and adopted by Council at their September 19, 2023, meeting. Staff is now proposing that the City of Casper apply to the Wyoming Business Council for their Community Readiness Grant and Loan program which is designed for financing publicly owned infrastructure that serves the needs of businesses and promotes economic development goals of Wyoming communities. Publicly owned infrastructure includes water, sewer, streets and roads, telecommunications, airports, purchase of rights of way, purchase of land, buildings, facilities, industrial and business parks, industrial site or business district development, amenities within a business or industrial park, landscaping, recreational and convention facilities, and or other physical projects.

Those wishing to comment on this project are encouraged to attend the public hearing on Tuesday, October 17, 2023, at 6:00 p.m., at the Lyric, 230 W. Yellowstone Hwy; Casper, WY 82601. Citizens can also submit written comments to:

Liz Becher, Community Development Director – City of Casper, 123 W. First Street, Suite 710; Casper, WY 82601,

Or, via email to [Planning@casperwy.gov](mailto:Planning@casperwy.gov).

All written comments must be received no later than 4:00 p.m. on Friday, October 20, 2023. The City of Casper will take all comments made at the public hearing and written comments submitted on or before the deadline into consideration before considering a resolution in support of applying for a 2023 BRC Community Readiness Award.

**Financial Considerations:**


The city will likely apply for a \$5M grant and a \$5M loan for this project, which includes a 20% match. Funding for the loan and match is proposed to come from the sale of property in the project area.

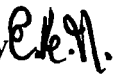
**Oversight/Project Responsibility:** City Staff will partner with the Regional Director of the Wyoming Business Council, Advance Casper, and Sustainable Strategies to complete the grant application process.

**Attachments:**

None.

September 27, 2023

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

**FROM:** Eric K. Nelson, City Attorney 

**SUBJECT:** An Ordinance Amending Section 10.52.030 of the Casper Municipal Code Regarding Driving or Having Control of a Vehicle While Under the Influence of Intoxicating Liquor or Controlled Substance.

**Meeting Type & Date:**  
Regular Council Meeting  
October 3, 2023

**Action type:**  
Public Hearing and First Reading.

**Recommendation:**  
That City Council conduct the Public Hearing regarding “An Ordinance Amending Section 10.52.030 of the Casper Municipal Code Regarding Driving or Having Control of a Vehicle While Under the Influence of Intoxicating Liquor or Controlled Substance,” to be held on October 3, 2023.

**Summary:**  
The Casper Municipal Code needs to be updated periodically. Section 10.52.030 has not been updated since 2002. Staff is requesting City Council to adopt an ordinance which would align Section 10.52.030 of the Casper Municipal Code with Wyoming State Statute §31-5-233. Find attached a copy of the proposed ordinance.

**Financial Considerations:**  
None.

**Oversight/Project Responsibility**  
Eric K. Nelson, City Attorney

**Attachments**  
Proposed Ordinance

ORDINANCE NO. 18-23

AN ORDINANCE AMENDING SECTION 10.52.030 OF THE CASPER MUNICIPAL CODE REGARDING DRIVING OR HAVING CONTROL OF A VEHICLE WHILE UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR CONTROLLED SUBSTANCE.

WHEREAS, the governing body of the City of Casper has the authority to adopt ordinances and resolutions necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

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

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

WHEREAS, for the purpose of aligning the City's Code with Wyoming Statutes regarding driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substances, the governing body desires to amend Section 10.52.030 of the Casper Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 10.52.030 of the Municipal Code is amended and shall be replaced and codified as follows:

**10.52.030 Driving or having control of a vehicle while under the influence of intoxicating liquor or controlled substance.**

A. As used in the section:

1. "Alcohol concentration" means:
  - a. The number of grams of alcohol per one hundred milliliters of blood;
  - b. The number of grams of alcohol per two hundred ten milliliters of breath;
  - c. The number of grams of alcohol per seventy-five milliliters of urine.
2. "Controlled substance" includes:
  - a. Any drug or substance defined by Wyoming Statutes Section 35-7-1002(a)(IV);
  - b. Any glue, aerosol or other toxic vapor which when intentionally inhaled or sniffed results in impairment of an individual's ability to drive safely.

c. Any drug or psychoactive substance, or any combination of these substances, capable of impairing a person's physical or mental faculties.

3. "Conviction" means as defined in Wyoming Statutes Section 31-7-102(A)(IV).
  4. "Other law prohibiting driving while under the influence" means a statute of another state, the United States or district of the United States or an ordinance of a governmental entity of this or another state or of an Indian tribe which prohibits driving while under the influence of intoxicating liquor, alcohol, controlled substance or drugs.
- B. No person shall drive or have actual physical control of any vehicle within the city if the person:
1. Has an alcohol concentration of eight one-hundredths of one percent (0.08%) or more; or
  2. To a degree which renders him incapable of safely driving:
    - a. Is under the influence of alcohol;
    - b. Is under the influence of a controlled substance; or
    - c. Is under the influence of a combination of any of the elements named in subsections (B)(2)(a) and (b) of this section.
- C. Upon the trial of any criminal action or proceeding arising out of acts alleged to have been committed by any person while driving or being in actual physical control of a vehicle while under the influence of alcohol, the amount of alcohol in the person's blood at the time alleged as shown by chemical analysis of the person's blood, urine, breath or other bodily substance shall give rise to the following presumptions:
1. If there was at that time an alcohol concentration of five one-hundredths of one percent (0.05%) or less, it shall be presumed that the person was not under the influence of alcohol.
  2. If there was at that time an alcohol concentration of more than five one-hundredths of one percent (0.05%), and less than eight one-hundredths of one percent (0.08%), that fact shall not give rise to any presumption that the person was or was not under the influence of alcohol, but it may be considered with other competent evidence in determining whether the person was under the influence of alcohol to a degree which renders him incapable of safely driving a motor vehicle.
- D. Subsection C of this section shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether the person was under the influence of alcohol, including tests obtained more than three hours after the alleged violation. The fact that any person charged with a violation of subsection B or C of this section is or has been entitled to use the



controlled substance under the laws of the state shall not constitute a defense against any charge under subsection B or C of this section.

- E. Chemical analysis of a person's blood, breath or urine to determine alcohol concentration or controlled substance content shall be performed in accordance with Wyoming Statutes Section 31-6-105(A) or applicable Wyoming state statute.

**\*The remainder of this page is intentionally left blank.\***

PASSED on 1<sup>st</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

PASSED on 2<sup>nd</sup> reading the \_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED AS TO FORM:

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ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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Fleur Tremel  
City Clerk

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Ray Pacheco  
Mayor

September 27, 2023

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

**FROM:** Eric K. Nelson, City Attorney *EKN*

**SUBJECT:** Public Hearing regarding, “An Ordinance Amending Chapter 9.48 of the Casper Municipal Code” for October 3, 2023.

**Meeting Type & Date**

City Council Meeting  
October 3, 2023

**Action Type**

Public Hearing and First Reading.

**Recommendation**

That City Council conduct the Public Hearing regarding, “An Ordinance Amending Chapter 9.48 of the Casper Municipal Code.”

**Summary**

In response to the rising number of homeless persons in the City of Casper, the City convened a Homeless Task Force in late 2022. The increase in homeless persons, specifically in the downtown area of Casper, has coincided with an increase in crime and has negatively impacted the City. Through the task force, it was determined that ordinance changes, specifically addressing camping within the City of Casper, should be explored to give law enforcement additional enforcement ability to address the negative impacts.

At the August 22, 2023, Work Session, City Council discussed some of staff’s recommendations concerning changes to the Casper Municipal Code and provided direction to staff to prepare an ordinance for Council’s consideration.

Find attached a proposed ordinance which entails a multi-faceted approach:

- Address camping on private property with the goal of increasing law enforcement’s ability to timely respond to individuals camping on private property by requiring the expressed written permission of property owner(s) or their agent(s).
- Since camping is temporary in nature, the proposed ordinance limits camping on private property to seven (7) consecutive days or a total of fourteen (14) days in a calendar year. Setting a cap on the total number of days within a calendar year will aid the Police Department in enforcing the ordinance while considering private property owner’s needs to allow for temporary accommodations for guests.
- Protect the City’s river and riparian areas by prohibiting camping within 100 feet of a stream or the North Platte River, except on properly permitted public campgrounds or other areas approved by a government authority.

Additionally, camping within city limits is addressed within two other sections of the Casper Municipal Code which need to be modified to clear up inconsistencies within the Code.

- **Section 17.104.170 – Parking and Dwelling use restrictions – Permit.**  
This section of the code states, “The use of a recreational vehicle as a dwelling when parked on private property or on a public street, shall be limited to five consecutive days.” This section needs to be modified to align with the changes to Chapter 9.48 of the Casper Municipal Code. A subsequent Memo is included within the City Council Packet which would establish a Public Hearing to change Section 17.104.170 of the Code.
  
- **Section 10.36.010 – Delegation of Authority concerning the City of Casper’s Parking Manual.**  
The majority of the City’s prohibitions, limitations and regulations concerning parking are set out in the City of Casper’s Parking Manual. Page 9 of the Parking Manual, under the heading “Recreational Vehicle Parking Permit” states, the use of a recreational vehicle as a dwelling when parked on private property or on public street shall be limited to five (5) days within a thirty day period”.

The authority is delegated for City Council to modify the Parking Manual by resolution is set out in 10.36.010. In the event that City Council moves forward with a proposed ordinance amending Chapter 9.48 of the Municipal Code, staff is recommending City Council to consider a resolution which would remove this verbiage from the Parking Manual so that the Code and Parking Manual align.

Find attached a copy of the proposed ordinance.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Eric K. Nelson, City Attorney

**Attachments**

Proposed Ordinance

ORDINANCE NO. 19-23

AN ORDINANCE AMENDING CHAPTER 9.48 OF THE  
CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority to adopt ordinances and resolutions necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

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

WHEREAS, City Council desires to adopt an ordinance to address camping within the City limits of Casper.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the following Sections of Chapter 9.48 of the Casper Municipal Code are amended and shall be replaced and codified as follows:

9.48.010 - Camping restricted.

- A. "Camping" means staying overnight or otherwise taking up residence for any length of time in an open space, tent, vehicle, or other temporary, mobile, or portable shelter.
- B. It is unlawful to camp on or in any public property in the city of Casper, unless permitted by any person or persons designated by the public entity which owns the public property or in a designated campground of the public entity.
- C. It is unlawful to camp on private property within the City of Casper, except with the express written permission of the property owner or his agent. Any such camping must be temporary in nature, must not exceed a period of seven (7) consecutive days or a total of fourteen (14) days in a calendar year, and must be in such locations where camping otherwise may be conducted in accordance with other applicable city laws.
- D. It is unlawful to camp within one hundred (100) feet of a stream or the North Platte River within the City of Casper, except as may be allowed in a properly permitted public campground, or otherwise approved by the appropriate government authority.

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

September 27, 2023

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

**FROM:** Eric K. Nelson, City Attorney *EKN*

**SUBJECT:** Public Hearing regarding, “An Ordinance Amending Section 17.104.170 – Parking and Dwelling Use Restrictions – Permit, of the Casper Municipal Code.

**Meeting Type & Date**

City Council Meeting  
October 3, 2023

**Action Type**

Public Hearing and First Reading.

**Recommendation**

That City Council conduct the Public Hearing concerning, “An Ordinance Amending Section 17.104.170 – Parking and Dwelling Use Restrictions – Permits, of the Casper Municipal Code.”

**Summary**

At the August 22, 2023, Work Session, City Council discussed some of staff’s recommendations concerning changes to the Casper Municipal Code regarding camping within the City limits of Casper and provided direction to staff to prepare an ordinance for Council’s consideration. Staff is recommending City Council to consider an Ordinance Amending Chapter 9.48 of the Casper Municipal Code, regarding camping within the City limits.

Camping within city limits is addressed within two other sections of the Casper Municipal Code which need to be modified to clear up inconsistencies within the Code.

Section 17.104.170 – Parking and Dwelling use restrictions – Permit states, “The use of a recreational vehicle as a dwelling when parked on private property or on a public street, shall be limited to five consecutive days.” This section needs to be modified to align with the proposed changes to Chapter 9.48 of the Casper Municipal Code. Staff is requesting City Council to consider the two ordinances simultaneously, so that the separate sections of the code align.

Find attached a copy of the proposed Ordinance.

**Financial Considerations**

None

**Oversight/Project Responsibility**

Eric K. Nelson, City Attorney

**Attachments**

Proposed Ordinance

ORDINANCE NO. 20-23

AN ORDINANCE AMENDING SECTION 17.104.170 –  
PARKING AND DWELLING USE RESTRICTIONS – PERMIT,  
OF THE CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority to adopt ordinances and resolutions necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

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

WHEREAS, the Casper Municipal Code needs updated from time to time.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Section 17.104.170 the Casper Municipal Code is amended and shall be replaced and codified as follows:

17.104.170 Parking and dwelling use restrictions—Permit.

A. Reserved.

B. Reserved.

C. ~~The use of a recreational vehicle as a dwelling when parked on private property or on a public street, shall be limited to five consecutive days.~~ Reserved.

D. It is unlawful to camp on private property within the City of Casper, except with the express written permission of the property owner or his agent. Any such camping must be temporary in nature, must not exceed a period of seven (7) consecutive days or a total of fourteen (14) days in a calendar year, and must be in such locations where camping otherwise may be conducted in accordance with other applicable city laws.

E. It is unlawful to camp within one hundred (100) feet of a stream or the North Platte River within the City of Casper, except as may be allowed in a properly permitted public campground, or otherwise approved by the appropriate government authority.

\*The remainder of this page is intentionally left blank.\*



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:

\_\_\_\_\_

CITY OF CASPER, WYOMING

ATTEST:

A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 11, 2023

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

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

SUBJECT: Approving Amendments to the Liquor License Code Sections, 5.08.150, and 5.08.390.

Meeting Type & Date

Regular Council Meeting  
September 5, 2023

Action type

Public Hearing  
1<sup>st</sup> Reading

Recommendation

That Council, by ordinance, review and adopt, amendments to “An ordinance updating and amending chapter 5.08 of the Casper Municipal Code, including sections: 5.08.150, & 5.08.390.

Summary

During the last Legislative Session, the State amended Wyoming State Statutes §12-4-413 regarding Bar and Grill Liquor Licenses. This recent change amended the population formula for Bar and Grill allocations. Under the previous version of the statute, the City of Casper was issued 13 Bar and Grill Liquor Licenses. Under the amended statute, as of July 1, 2023, the city is allowed 19 Bar and Grill Liquor Licenses. This means that as of July 1, there are 6 available licenses. In 2028, the formula will change again and allow for a total of 27 Bar and Grill liquor licenses.

Another change made to this license type is with regard to the requirements for the revenues of the business. One of the requirements for a bar and grill liquor license was the primary source of revenue shall be derived from food service and not from the sale of malt or alcoholic beverages in a 60-40% split. This restriction has been changed to include entertainment in addition to food. This can be from food services, entertainment, or any combination of food and entertainment. Entertainment is defined by the state statute §12-1-101 as any activity designed to provide diversion or amusement, regardless of the age required for the activity. “Entertainment” shall not include adult entertainment as defined by the local licensing authority, or gambling.

Financial Considerations

Bar and Grill liquor licenses are \$10,500 for the first year and \$3,000 each year after.

Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

Proposed ordinance to amend and adopt modifications to Code Sections, 5.08.150 & 5.08.390 as amended.

ORDINANCE NO. 16-23

AN ORDINANCE UPDATING AND AMENDING  
CHAPTER 5.08 OF THE CASPER MUNICIPAL CODE,  
INCLUDING SECTIONS 5.08.010 & 5.08.340

WHEREAS, authority is granted to cities and towns by W.S. §15-1-103(a) (iv), (xiii), and (xli) to adopt ordinances and regulations for the health, welfare, and safety of the city and to license and regulate business activities within the City for the health, safety, and welfare of its citizens; and,

WHEREAS, the governing body of cities and towns may perform all acts in relation to the property and concerns of the city or town necessary to the exercise of its corporate powers; and,

WHEREAS, incorporated cities, towns, and counties within Wyoming are the entities which are charged with licensing, regulating, and prohibiting the retail sale of alcoholic and malt beverages within their jurisdictions (Wyo. Stat. 12-4-101(a)); and,

WHEREAS, the Casper Municipal Code regarding alcoholic beverages requires updating from time to time; and,

WHEREAS, In July of 2023, the State Statute was amended to include entertainment revenue in the the requirement for bar and grill liquor licenses, so that not less than sixty percent (60%) of gross sales from the preceding twelve (12) months of operation of a licensed bar and grill be derived from food services, entertainment, or a combination of food services and entertainment.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the following sections of Chapter 5.08 of the Casper Municipal Code are hereby updated and amended as follows:

**5.08.010 Definitions.**

As used in this chapter:

1. "Alcoholic liquor" means any spirituous or fermented fluid, substance or compound other than malt beverage, intended for beverage purposes, which contains at least one-half of one percent of alcohol by volume. As used in this paragraph, "beverage" does not include liquid filled candies containing less than six and one-quarter percent of alcohol by volume.
2. "Bar and grill liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for consumption on the

premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.

3. "Barrel" is a unit of liquid measure equal to thirty-one U.S. gallons.
4. "Brewery" means a commercial enterprise at a single location producing more than fifty thousand barrels per year of malt beverage.
5. "Building" means a roofed and walled structure built or set in place for permanent use.
6. "Club" means any of the following organizations:
  - a. A post, charter, camp or other local unit composed only of veterans and its duly organized auxiliary, chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes and, as the owner, lessee or occupant, operates an establishment for these purposes within the state;
  - b. A chapter, lodge or other local unit of an American National Fraternal Organization and, as the owner, lessee or occupant, operates an establishment for fraternal purposes within the state. As used in this subdivision, an American Fraternal Organization means an organization actively operating in not less than thirty-six states or having been in active continuous existence for not less than twenty years, but does not mean a college fraternity;
  - c. A hall or building association of a local unit specified in subdivisions a and b of this subsection, of which all of the capital stock is owned by the local unit or its members, operating clubroom facilities for the local unit;
  - d. A golf club having more than fifty bona fide members and owning, maintaining or operating a bona fide golf course together with a clubhouse;
  - e. A social club with more than one hundred bona fide members who are residents of the county in which it is located, owning, maintaining or operating club quarters, incorporated and operating solely as a nonprofit corporation under the laws of this state and qualified as a tax exempt organization under the Internal Revenue Service Code and having been continuously operating for a period of not less than one year. The club shall have had during this one-year period a bona fide membership paying dues of at least twenty-five dollars per year as recorded by the secretary of the club, quarterly meetings, and an actively engaged membership carrying out the objects of the club. A social club shall, upon applying for a license, file with the licensing authority and the division a true copy of its bylaws and shall further, upon applying for a renewal of its license, file with the licensing authority and the division a detailed statement of its activities during the preceding year which were undertaken or furthered in pursuit of the objects of the club together with an itemized statement of amounts expended for such activities. Club members, at the time of application for a limited retail liquor license pursuant to this chapter, shall be in good standing by having paid at least one full year in dues;
  - f. Club does not mean college fraternities, sororities or labor unions.

7. "Conviction" shall mean a finding of guilty, the entry of a guilty or no contest plea, or the entry of a guilty or no contest plea as part of a deferred sentence in any court.
8. "Division" means the Wyoming Liquor Division.
9. "Entertainment" means any activity designed to provide diversion or amusement, regardless of the age required for the activity. "Entertainment" shall not include adult entertainment, defined as a "sexually oriented business" by this code, or gambling.
10. "Industry representative" means and includes all wholesalers, manufacturers, rectifiers, distillers and breweries dealing in alcoholic liquor or malt beverage, and proscriptions under their conduct includes conduct by a subsidiary, affiliate, officer, director, employee, agent, broker or any firm member of such entity.
11. "Intoxicating liquor," "alcoholic liquor," "alcoholic beverage" and "spirituous liquor" are construed as synonymous in meaning and definition.
12. "Licensee" means a person holding a:
  - a. Retail liquor license;
  - b. Limited retail liquor license;
  - c. Resort liquor license;
  - d. Twenty-four hour malt beverage permit
  - e. Restaurant liquor license;
  - f. Catering permit;
  - g. Special malt beverage permit;
  - h. Bar and grill liquor license;
  - i. City-issued satellite manufacturer's permit;
  - j. Microbrewery permit;
  - k. Winery permit;
  - l. Winery satellite permit;
  - m. Special malt beverage permit for events conducted at rodeo arenas issued pursuant to Wyoming Statutes Section 12-4-507.
13. "Limited retail liquor license" means a license issued as hereinafter provided to a bona fide fraternal club.
14. "Local licensing authority" means the city council of Casper, Wyoming.
15. "Malt beverage" means any fluid, substance or compound intended for beverage purposes manufactured from malt, wholly or in part, or from any substitute therefor, containing at least one-half of one percent of alcohol by volume.
16. "Malt beverage permit" means the authorization under which the licensee is permitted to sell malt beverages only.

17. "Manufacture" or "manufactures" means distilling or rectifying and bottling or packaging any spirituous fluid, substance or compound intended for beverage purposes which contains at least one-half of one percent alcohol by volume;
18. "Microbrewery" is a commercial enterprise as defined by Wyoming Statutes Section 12-1-101(a)(xix).
19. "Operational," for nongovernmental owned properties, means offering for sale on an ongoing weekly basis for twelve months per year during the license term year to the general public, alcohol and malt beverages as authorized, and as stated herein excluding periods of time where government issued community public health orders restrict the licensee's business operations.
20. "Original package" means any receptacle or container used or labeled by the manufacturer of the substance, containing any alcoholic liquors or malt beverages.
21. "Person" includes an individual person, partnership, corporation, limited liability company or association.
22. "Resident" means a domiciled resident and citizen of Wyoming for a period of not less than one year who has not claimed residency elsewhere for any purpose within a one-year period immediately preceding the date of application for any license or permit authorized under this chapter.
23. "Restaurant" means space in a building maintained, advertised and held out to the public as a place where individually priced meals are prepared and served primarily for on-premises consumption and where the primary source of revenue from the operation is from the sale of food and not from the sale of alcoholic or malt beverages.
24. "Restaurant liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor and malt beverages for consumption on the premises owned or leased by the licensee, and is subject to the limitations hereinafter provided.
25. "Retail liquor license" means the authority under which a licensee is permitted to sell alcoholic liquor or malt beverages for use or consumption, but not for resale.
26. "Room" means an enclosed and partitioned space within a building, large enough for a person. Partitions may contain windows and doorways, but any partition shall extend from floor to ceiling.
27. "Sell" or "sale" includes offering for sale, trafficking in, bartering, delivery, or dispensing and pouring for value, exchanging goods, services or patronage, or an exchange in any way other than purely gratuitously. Every delivery of any alcoholic liquor or malt beverage made otherwise than by gift constitutes a sale.
28. "Special malt beverage permit" means the authority under which a licensee is permitted to sell malt beverages at public auditoriums, civic centers or events centers, meeting the qualifications hereinafter provided.
29. "Weekly basis" means at least eight hours per day five days per week for forty-six weeks for retail, and bar and grill licenses at a location not owned by the state of Wyoming, Natrona county or the city of Casper, and at least five hours per day five

days per week for fifty weeks per year for a restaurant license, unless the license was issued as a seasonal license and excluding periods of time where government issued public health orders restrict community wide business operations.

30. "Wholesaler" means any person, except the commission, who sells any alcoholic or malt beverage to a retailer for resale.
31. "Winery" means a commercial enterprise manufacturing wine at a single location in Wyoming in quantities not to exceed ten thousand gallons per year.

#### **5.08.340 Bar and grill liquor license issuance, council authority, criteria, and restrictions.**

- A. Subject to availability, restaurants as defined by this chapter, or establishments providing entertainment, may be licensed by the city council under a bar and grill liquor license. In addition to the application requirements required by this chapter, the license applicant shall submit a valid food service permit issued by the state of Wyoming upon application. Criteria that may be considered by the city council in determining to whom any such license may be issued may include, but is not limited to the following:
  1. The location of the proposed business is in an area:
    - a. In need of redevelopment;
    - b. Officially designated as an urban renewal area; or
    - c. That has been identified as being under served by food and beverage services.
  2. The issuance of the license will contribute to economic development goals or purposes of the city.
  3. Whether the applicant will be investing in the construction of a new structure or will otherwise be materially and substantially updating a current building.
  4. If the applicant's business is a new business, the number of new jobs reasonably estimated to be created, or if an existing business, the number of new or additional jobs that will reasonably be created by use of the bar and grill liquor license.
- B. Bar and grill licenses shall be subject to the provisions of 5.08.330(D) of this chapter to the same extent that those provisions are applicable to restaurant liquor licenses and shall comply with the following:
  - (i) An applicant for a bar and grill liquor license shall satisfy the city council that not less than sixty percent (60%) of revenue from the operation of the bar and grill to be licensed will be derived from food services, entertainment or a combination of food services and entertainment and not from the sale of alcoholic or malt beverages.
  - (ii) When renewing a bar and grill liquor license, the city council shall condition renewal upon a requirement that not less than sixty percent (60%) of gross sales from the



preceding twelve (12) months of operation of a licensed bar and grill were derived from food services, entertainment, or a combination of food services and entertainment.

(iii) The city council shall consider the type, level and appropriateness of food services and entertainment sales proposed in each application when determining whether to issue or renew a bar and grill license.

(iv) Upon application for license renewal, a license holder shall submit an annual report to the city council, upon a form approved by city council, on the sales of the licensed bar and grill. The report shall contain the annual gross sales figures of the bar and grill and shall separate the gross sales figures into the following three (3) categories:

- (A) Food service sales;
- (B) Alcoholic and malt beverage sales;
- (C) Entertainment Sales.

- C. Bar and grill liquor licensees shall not sell alcoholic or malt beverages for consumption off the premises owned or leased by the licensee except as allowed under Section 5.08.330(F) of this chapter.
- D. A "Bar and grill" licensee must have a physical bar with at least eight adult customer alcohol serving places, as well as a serving station for ordered alcoholic drinks or pick-up alcoholic drinks; the bar must have at least one dedicated service representative (bartender), and a choice of at least six major distilled spirits (e.g. vodka, bourbon, tequila, etc.) available for retail sale.
- E. Every person holding a bar and grill liquor license authorized by the provisions of this chapter shall pay annually, in advance, a license fee for such license the sum of ten thousand five hundred dollars for the first license year; and, three thousand dollars for each year thereafter that such license is granted, in addition to any other fees due from such person otherwise holding a microbrewery or winery permit. The license fee shall be paid to the clerk of the city before the license is issued.
- F. Bar and grill liquor licenses shall not be sold, transferred, or assigned by the holder.

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PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of September, 2023

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of September, 2023

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

APPROVED AS TO FORM:

Eric K. Ahl

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

August 28, 2023

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

**FROM:** Eric K. Nelson, City Attorney *E.K.N.*  
Keith McPheeters, Police Chief

**SUBJECT:** An Ordinance Amending Chapter 6.04 of the Casper Municipal Code regarding the establishment of a trial trap-neuter-return program.

**Meeting Type & Date:**

Regular Council Meeting  
September 5, 2023

**Action type:**

Public hearing and first reading.

**Recommendation:**

That City Council conduct the public hearing and first reading of “An Ordinance Amending Chapter 6.04 of the Casper Municipal Code.”

**Summary:**

Metro Animal Services has identified an influx of feral cat colonies in our community, and complaints associated therewith, and wishes to implement a trial, trap-neuter-return (“TNR”) program with the goal of reducing the number of feral cats in our community. TNR programs have been widely adopted as industry best practices relating to the control of feral cat colony populations.

At the July 11, 2023, Work Session, and August 1, 2023, Council Meeting, City Council received information and a proposed resolution regarding the opportunity to establish a trial TNR program. At the August 15, 2023, Council Meeting, City Council was advised by staff that the Municipal Code needed to be amended to align with the objectives of a TNR program. City Council requested staff to draft an ordinance that would facilitate the implementation and maintenance of a trial TNR program. Find attached a copy of the proposed ordinance.

The proposed ordinance, if passed, authorizes and establishes the guidelines of a TNR program. The ordinance does not require the City to operate, finance or facilitate the operation of a TNR program. Some of the processes/requirements of a trial TNR program under the proposed ordinance are:

- TNR is the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning feral cats to the location where the feral cat was trapped, or an alternate location as designated by Metro Animal Services.

- Eartipping is the process of removing one-quarter inch tip of the feral cat's left ear, performed while the feral cat is under anesthesia, to identify the feral cat as being sterilized and lawfully vaccinated for rabies.
- TNR program initiatives are required to be carried out by licensed veterinarians or Metro Animal Services.
- Organizations or persons harboring feeding, or lodging feral cats, are empowered to reclaim impounded feral cats without proof of ownership.

Metro Animal Services is hoping to work together with community organizations, private donors, and other groups or entities that are able to provide services, equipment, and other methods of financial support to facilitate a trial TNR program initiative.

**Financial Considerations:**

Funding sources concerning the trial TNR program are not allocated at this time.

**Oversight/Project Responsibility**

Keith McPheeters, Chief of Police  
Ryan Dabney, Police Captain  
Eric K. Nelson, City Attorney

**Attachments**

Proposed Ordinance

ORDINANCE NO. 17-23

AN ORDINANCE AMENDING CHAPTER 6.04 OF THE  
CASPER MUNICIPAL CODE.

WHEREAS, the governing body of the City of Casper has the authority to adopt ordinances and resolutions necessary for the health, safety, and welfare of the City of Casper and its citizenry pursuant to Wyoming State Statute § 15-1-103(a)(xli); and,

WHEREAS, the Metro Animal Services has identified an influx of feral cat colonies in our community, and complaints associated therewith, and desires to implement a trial, trap-neuter-return program with the goal of reducing the number of feral cats in our community; and,

WHEREAS, trap-neuter-return programs have been widely adopted as industry best practices relating to the control of feral cat colonies and populations; and,

WHEREAS, to facilitate the implementation of a trial trap-neuter-return program, the Casper Municipal Code needs modified to align with the objectives of the trial program.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: the following sections of Chapter 6.04 of the Casper Municipal Code are hereby amended or added and shall be codified with Chapter 6.04 of the Casper Municipal Code as follows:

**6.04.010 Definitions.**

When used in this Chapter, words have their common meaning and in addition the following words, terms, and phrases, and their derivations have the following meanings:

1. "Abandon" means a person leaves an animal on public or private property without permission to ensure proper care and supervision. An animal that is left in the Metro Animal Shelter for seven (7) working days, shall be deemed abandoned.
2. "Aggressive Animal" means:
  - A. Any animal not on the owner of the animal's property, that has attacked a domestic animal or livestock in such a manner that resulted in physical contact between the animals not necessarily requiring medical treatment to either animal, or;
  - B. Any animal that has chased, approached or otherwise interacted with a human being, domestic animal or livestock in an intimidating or aggressive manner.

These behaviors shall be prima facia evidence that an animal(s) is aggressive and there is a rebuttable presumption that the animal(s) is aggressive.

3. "Altered" means neutered; spayed or castrated.

4. "Animal" means any live vertebrate creature, domestic or wild.
5. "Animal control district" means the City of Casper, Wyoming.
6. "Animal protection officer" means any person designated by the director as a special municipal officer who is qualified to perform such duties under this chapter and the laws of this state.
7. "Animal services shelter" means any facility operated by a municipal agency, or its authorized agents, for the purpose of housing, impounding or caring for animals held under the authority of this chapter or state law.
8. "At large."
  - a. The definition of "at large" in this Chapter, is subject to and subservient to Sections 6.04.301 to 6.04.303 of this Chapter addressing dangerous or vicious animals. For dangerous or vicious animals, any violation of Sections 6.04.301 to 6.04.303 are violations also of the "at large" provisions of this Chapter.
  - b. i. A non-vicious, non-dangerous animal is deemed "at large:"
    - (a) If it is off the owner's property and not leashed or in an enclosed carrier; or,
    - (b) If it is on the owner's property and not under the direct supervision of the owner or not confined to the extent that the animal cannot leave the boundaries of the property; examples of confinement are by use of fencing or other secure enclosures, or by tethering.
  - b. ii. A non-dangerous or non-vicious animal shall not be considered "at large" when held and controlled by a person by means of a leash or chain of proper strength and length to control the action of the animal, or while confined within a vehicle. If the animal within a parked vehicle can extend its entire head outside the enclosed cabin compartment of the vehicle or beyond the side of a truck bed, that animal shall be deemed at large.
  - b. iii. A non-dangerous or non-vicious dog is not considered to be at large if within the interior of designated areas which permit dogs to be off leash, as established by the City of Casper.
  - b. iv. Under any circumstance, on a City-owned Golf Course.
9. "Attack" means an aggressive or violent action against a person or animal. If the animal being accused of an attack was responding to an aggressive or violent action by a person or animal not on the person's property, or the animal owner's property, this circumstance should be considered as a possible mitigating factor by the Court.
10. "Cage and aviary birds" means those exotic, captive-reared birds, such as parrots, exotic finches, and canaries, which are adapted to live and breed in a cage. For the purpose of this chapter, the monk parakeet (*myiopsitta monachus*) is not a cage and aviary bird.
11. "Cat" A member of the feline family and shall not include feral cats, exotic wild cats, wild species of this family, or hybrids thereof.

12. "Chicken" a domestic fowl kept for its production of eggs and meat.
13. "Circus" means any nonresident, variety show which features animal acts.
14. "City-county health officer" means a representative of the Natrona County-City of Casper Health Department, or a health official designated by the Casper City Manager.
15. "Clean" means:
  - A. The premises are free of feces and urine as to not cause offensive odors or unsanitary conditions in the enclosure(s), yard or surrounding areas.
  - B. Does not draw in flies or insects to the area and/or resulting in injury or illness to the animal(s).
  - C. The area is free of physical hazards and/or risks to the animal(s). (i.e. excessive items cluttering the property, broken or sharp objects.)
16. "Commercial animal establishment" means any pet store, grooming shop, auction, riding school or stable, circus performing animal exhibition, kennel, or other establishment in which animals are used for commercial purposes.
17. "Commercial purpose" means the keeping of animals for the purpose of profit or remuneration.
18. "Control" means an animal which:
  - a. Is under a physical restraint so as to not be allowed to engage a passerby or other animal; such as on a leash or in an enclosed carrier.
19. "Dangerous animal" means any animal which, under the totality of circumstances, poses an unacceptable risk of injuring a human, a pet or property. Indicia of a dangerous animal shall include, but not be limited to, aggressive lunging, growling, snarling, nipping, and baring teeth.
20. "Direct supervision" as used in the definition of "at large," above, means: The owner of the animal is in the same area as the animal and not separated by any barrier; the owner must be able to immediately see and effectively call and manage the animal.
21. "Director" means the City Manager or his/her designee.
22. "Dog" A member of the canine family, but shall not include wild species of this family, or any hybrid thereof.
23. "Domesticated animals" means those individual animals which have been made tractable or tame.
24. "Ear-tipping" means the removal of the one-quarter-inch tip of a feral cat's left ear, performed while the feral cat is under anesthesia, to identify the feral cat as being sterilized and lawfully vaccinated for rabies.

25. "Facilities for keeping" The pens, stalls, stables, corrals, feeding area, sheds and facilities of every kind where fowl, livestock or pets are penned, fed and/or protected from the weather. This shall not be interpreted to include a grazing area.
26. "Feral Cat" means a cat that lives outdoors and has little or no human contact other than feeding, and no person claiming any aspect of ownership can be reasonably located. It does not allow itself to be handled or touched by humans and will run away if able. It typically remains hidden from humans, although some feral cats become more comfortable with people who regularly feed them. Even with long-term attempts at socialization, feral cats usually remain fearful and avoidant of humans.
27. "Feral Dog" means a dog that lives outdoors, has little or no human contact other than being fed by humans, and typically does not allow itself to be handled or touched by humans. No person claiming any aspect of ownership in the animal can be reasonably located.
28. "Fowl" includes feathered animals, regardless of age, excluding parrots and chickens.
29. "Grooming shop" A commercial establishment where animals are bathed, clipped, or otherwise groomed.
30. "High Risk Rabies Vector" means raccoon, skunk, fox, coyote and bat.
31. "Impound" means to place an animal in the Metro Animal Shelter, or the taking into custody of an animal.
32. "Isolation facility" means any place specified by the Director or his/her designee which is equipped with a pen or cage which isolates an animal from contact with other animals.
33. "Kennel" or "cattery" means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats, or any residence or property on which is maintained more than three dogs and three cats more than six months of age. It is illegal to maintain a kennel or cattery contrary to the terms of this code, in a zone or location in which a kennel or cattery is not permitted.
34. "License" means permission issued by the Director, or his/her designee, authorizing the holder to keep a dog or cat. An identification tag shall be issued for each animal licensed. A valid rabies vaccination is required to obtain a license.
35. "License Tag" means a tag of a design prescribed by the Director, or his/her designee, which bears the corresponding number of the dog or cat's license.
36. "Licensed Veterinarian" A practitioner of veterinary medicine who holds a valid license to practice their profession in the state in which they practice.
37. "Licensing authority" means Metro Animal Services (MAS).
38. "Livestock" Includes any species of equine, bovine, ovine, swine, caprine or any hybrid thereof, regardless of age, sex, breed, size or purpose; inclusive of all ungulates.



39. "Local Rabies Control Authority" The Metro Animal Protection Supervisor, as appointed by the Casper Chief of Police.
40. "MAS" means Metro Animal Services.
41. "Microchip" means an identifying, integrated circuit which is placed under the skin of an animal and which, when scanned or activated by a microchip reading device, identifies the microchip's number, thereby facilitating the identification and ownership of the animal in which the microchip has been placed.
42. "Owner" includes a person who owns, harbors, keeps, maintains or exercises control over an animal. Proof that a person is in control of a premise where an animal is usually kept, harbored or maintained shall establish a prima facie presumption that such person is the owner of such animal.
43. "Parrot" means any of numerous tropical and semi-tropical birds of the order of Psittaciformes, characterized by short hooked bills, brightly colored plumage, and, in some species, the ability to mimic human speech.
44. "Pen or corral" An enclosure in which livestock are kept.
45. "Performing animal exhibition" Any spectacle, display, act or event, other than circuses, in which performing animals are used.
46. "Pet" Any animal normally kept for pleasure, rather than utility, and excluding those defined as fowl, livestock or wild by this code.
47. "Pet shop" Any person, partnership or corporation, whether operated separately or in connection with another business enterprise, that buys, sells or boards any species of pets.
48. "Premises" A parcel of land (one or more contiguous lots) owned, leased or controlled by one or more persons, partnership, corporation or government agency.
49. "Proper shelter" means a structure with three (3) sides, a top and a bottom, or a commercially manufactured structure, which includes an igloo styled house, designed and marketed to protect animals from outside elements. The shelter must have adequate ventilation and drainage which allows the animal to enter, stand, turn around and lie down in a natural manner. It shall be placed on the owner's premises to effectively protect the animal from outside elements. Proper shelter includes circumstances where if the animal is provided at will access to inside the care taker's residence or the animal has access to a structure through a commercial or homemade "dog door".
50. "Public nuisance" means any animal is considered a public nuisance if it:
  - a. Trespasses on school grounds; or,
  - b. Damages private or public property; or,
  - c. Interferes with passersby or a passing vehicle, to include bicycles; or,
  - d. Either individually or in concert, barks, whines, howls or otherwise makes noise in an excessive, continuous or untimely fashion; or,
  - e. Interferes with the delivery of U.S. Mail or other delivery services; or,

- f. Causes garbage which was previously placed in garbage or refuse container(s) to be strewn or deposited on private or public property.
51. "Quarantine" means to detain and isolate due to suspected zoonosis or other communicable disease, or when otherwise needed maintain public health and safety.
52. "Rabies certificate" means a certificate signed by a licensed veterinarian verifying that an animal is vaccinated against rabies, and which includes the date of immunization, the date that the immunization expires, and the type of vaccine used.
53. "Riding school or stable" Any place, which has available for hire, boarding and/or riding instruction, any horse, donkey or mule.
54. "Sanitary" Any condition of good order and cleanliness.
55. "Service Animal" means an animal as defined in 28 C.F.R. 35.104 and 28 C.F.R. 36.104, including a domesticated trained dog, that is owned in order to assist an individual with a disability. Examples of service animals are dogs that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button. Emotional support animals and comfort animals are not service animals. The work or tasks performed by a service animal must be directly related to the individual's disability. To be a service animal, there is no requirement for certified documentation of training or designation; it is the task for which the animal provides disability assistance which is determinative of whether an animal is a "service animal". A doctor's letter does not turn an animal into a service animal.
56. "Tether or tethering" means to restrain a dog by tying the dog to any object or structure, including, but not limited to, a house, tree, fence, post, pole, garage, or shed or similar structure or object, by any means, including, but not limited to, a chain, rope, cord, leash, or running line. "Tethering" shall not include using a leash to walk a dog.
57. "Trap-neuter-return" or "TNR" means the process of humanely trapping, sterilizing, vaccinating for rabies, ear-tipping, and returning feral cats to the location from which the feral cat was trapped, or an appropriate, alternate location as determined by Metro Animal Services.
58. "Ungulate" means a hoofed mammal.
59. "Veterinary hospital" means any establishment maintained and operated by a licensed veterinarian for health maintenance, surgery, wellness program, boarding, diagnosis and treatment of diseased and injured animals.
60. A "vicious animal" means:

- a. Any animal which has attacked a human being resulting in injury or death.
- b. Any animal who, while in a place it is not legally entitled to be, attacks or has attacked a domestic animal or livestock in such a manner that it results or resulted in death or injury which subsequently results or resulted in a visit to a licensed veterinarian.
- c. The animal's conduct is that of an "aggressive animal" and the animal has previously been declared an "aggressive animal".

These behaviors shall be prima facia evidence that an animal(s) is vicious and there is a rebuttable presumption that the animal(s) is vicious.

61. "Wild animal" or "exotic pet" means any live monkey (non-human primate), raccoon, skunk, fox, snake, leopard, panther, tiger, lion, lynx, coyote, wolf, crocodilian, any monitor exceeding three (3) feet in overall length, or any animal which can normally be found in the wild state, or any hybrid thereof. Venomous and poisonous animals shall be prohibited in the city limits of Casper, regardless of species or purpose.
62. "Working day" means a day that the Metro Animal Services Shelter is open to the public.
63. "Zoological garden" means any facility, other than a pet shop or kennel, displaying or exhibiting one or more of non-domesticated animal(s) by a person, partnership, corporation or government agency.

#### Section 6.04.045 Trap-neuter-return program; implementation and process:

A. Trap-neuter-return program initiatives shall be permitted, and licensed veterinarians and Metro Animal Services are permitted to carry out trap-neuter-return programs.

B. An ear-tipped, feral cat received by an Animal Services Shelter will be returned to the location from which it had been trapped, provided the feral cat's medical condition is conducive to its return to the trapped location. A trapped, ear-tipped, feral cat will be released on site, provided that the feral cat's medical condition is conducive to release back into its environment.

C. Keepers of feral cats are empowered to reclaim impounded feral cats without proof of ownership.

D. In order to facilitate the implementation and maintenance of a trap-neuter-return program, Metro Animal Services, or the City, may partner with appropriate community organizations, non-profit organizations, private donors, and other such entities, groups, or persons to provide trap-neuter-return services, equipment, medical services, or other methods of financial support or cost-sharing assistance.

PASSED on 1<sup>st</sup> reading the 5<sup>th</sup> day of September 2023.

PASSED on 2<sup>nd</sup> reading the 19<sup>th</sup> day of September 2023.

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

APPROVED AS TO FORM:


Eric K. Nelson

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

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

\_\_\_\_\_  
Ray Pacheco  
Mayor

MEMO TO: J. Carter Napier, City Manager 

FROM: Fleur Tremel, Assistant to the City Manager

SUBJECT: Authorizing Contracts with Local Non-Profits for Use of 1% #17 Sales Tax Special Projects Funds.

Meeting Type & Date:

Council Meeting  
October 3, 2023

Action type:

Resolutions

Recommendation

That Council, by resolutions, authorize the contracts with local non-profits for the use of 1% #17 sales tax funds.

Summary

The resolutions before the City Council authorize the contracts between the City and each non-profit organization which Council agreed to fund.

Council reviewed applications at the April 25, 2023 work session. The Council further reviewed and made changes to the allocations on May 9, 2023. On June 20, 2023, Council by resolution allocated the following funds to each organization. Staff has now prepared contracts for each organization and resolutions authorizing those contracts.

One non-profit, Food for Thought has requested that they be able to use the awarded dollars for items which they did not originally apply. Therefore, their contract was not submitted at this time; instead, they have been asked to submit their plans for Council to review at a later date. Council may then decide to fund the new request or allocate the funds elsewhere.

<b>Organization</b>	<b>Allocation</b>
12-24 Club	\$95,528.85
Arc of Natrona County	\$28,658.66
Art321	\$66,870.20
Big Brothers Big Sisters	\$66,870.20
Brain Injury Advocates of Wyoming	\$47,764.43
Casper Boxing Club	\$42,987.98
Casper Climb Wyoming	\$47,764.43

Casper Family Connections	\$47,764.43
Casper Housing Authority CARES	\$47,764.43
Casper Skeet Club	\$14,329.33
Casper Soccer Club	\$47,764.43
Casper Softball Association	\$23,882.21
Central Wyoming Counseling Center	\$38,211.54
Central Wyoming Hospice & Transitions	\$95,528.85
Central Wyoming Senior Services--Senior Center	\$143,293.28
Child Development Center NC	\$37,256.25
Community Action Partnership of NC	\$50,152.65
Hope House	\$38,211.54
Iris Clubhouse	\$38,211.54
Mercer FRC and YEC	\$95,528.85
Mike Sedar BMX	\$143,293.28
Safe Ride	\$20,061.06
Self Help	\$134,695.68
Special Olympics of Wyoming	\$66,870.20
The Science Zone	\$95,528.85
Unaccompanied Students Initiative	\$61,138.47
United Way	\$19,092.40
Wyoming Food for Thought Project	\$85,975.97
Youth Crisis Center	\$269,000.00
Natrona County Library	\$240,000.00
Total allocated	\$2,250,000.00

Financial Considerations

1%#17 will provide \$2,250,000.00 of funding to the various non-profits.

Oversight/Project Responsibility

Fleur Tremel, City Clerk

Attachments

Resolutions

Contracts

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. 12-24 Club, Inc., 500 S. Wolcott, STE 200, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cent (\$95,528.85) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Consultant shall provide Programming and Fresh Start Café Services.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cent (\$95,528.85).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$6,782.72
  - ii. FY2025 - \$24,093.65
  - iii. FY2026 - \$22,885.43
  - iv. FY2027 - \$24,093.65
  - v. FY2028 - \$17,673.40
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.



**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By:

DocuSigned by:  
*Jeremy Jones*  
By: \_\_\_\_\_  
099085948E7D4F9...

Printed Name: \_\_\_\_\_

Printed Name: Jeremy Jones

Title: \_\_\_\_\_

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming



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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Arc of Natrona County, 355 N. Lincon St., Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Twenty-Eight Thousand Six Hundred Fifty-Eight Dollars and Sixty-Six Cents (\$28,658.66) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide community activities for the Adult Day and Inclusion Program.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Twenty-Eight Thousand Six Hundred Fifty-Eight Dollars and Sixty-Six Cents (\$28,658.66).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$2,034.81
  - ii. FY2025 - \$7,228.10
  - iii. FY2026 - \$6,865.63
  - iv. FY2027 - \$7,228.10
  - v. FY2028 - \$5,302.02
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56G840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Bethany Young*  
By: \_\_\_\_\_  
3E50169E9FD2493...

Printed Name: Bethany Young

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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



4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. The Big Brothers Big Sisters of Wyoming, Natrona County, 400 E. 1<sup>st</sup> Street, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide mentoring for Casper youth.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$4,747.90
  - ii. FY2025 - \$16,865.56
  - iii. FY2026 - \$16,019.80
  - iv. FY2027 - \$16,865.56
  - v. FY2028 - \$12,371.38
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
Wallace Trembath  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By:

By: Steve D Hamaker  
71440F66DAB5414...

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: Steve Hamaker

Title: \_\_\_\_\_

Title: CEO

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

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The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

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6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Brain Injury Association of Wyoming, d/b/a Brain Injury Advocates of Wyoming, 350 Big Horn Rd., Casper, WY 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.
- C. The City will budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide the payee program which provides financial oversight and money management training to recipients.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,



not to exceed a sum of budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$3,391.36
  - ii. FY2025 - \$12,046.83
  - iii. FY2026 - \$11,442.71
  - iv. FY2027 - \$12,046.83
  - v. FY2028 - \$8,836.70
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.



14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. The Casper Artist’s Guild, Inc., d/b/a Art 321, 321 West Midwest Ave., Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Consultant shall replace basement heating units, and;
- b) Consultant shall install a gas line, and;
- c) Consultant shall replace the deckboard, and;
- d) Consultant shall stain the deckboard and complete deck area beautification, and;
- e) Consultant shall repair the stairwell, and;
- f) Consultant shall replace the main heating element on the roof.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
  - i. Payments will be made no more than quarterly throughout Fiscal Year 2026 to total \$66,870.20.
  - ii. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- b) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- d) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Jenniy Elliott*  
By: \_\_\_\_\_  
FEAD8A51F8C84A6...

Printed Name: \_\_\_\_\_

Printed Name: Jenniy Elliott

Title: \_\_\_\_\_

Title: Acting Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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



(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Casper Boxing Club, PO Box 832, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Forty-Two Thousand Nine Hundred Eighty-Seven Dollars and Ninety-Eight Cents (\$42,987.98) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall purchase a passenger vehicle to transport the competition boxers.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2024.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of Forty-Two Thousand Nine Hundred Eighty-Seven Dollars and Ninety-Eight Cents (\$42,987.98).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) All funds must be invoiced by June 1, 2024. Any remaining funds will revert to the City.
- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- d) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

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2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

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

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

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Casper Family Connections, 500 S. Wolcott Street, Suite 102, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.
- C. The City will budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) continue to offer safe recreational opportunities to parents and children; and,
- b) continue to offer supervised visitation.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$3,391.36
  - ii. FY2025 - \$12,046.83
  - iii. FY2026 - \$11,442.71
  - iv. FY2027 - \$12,046.83
  - v. FY2028 - \$8,836.70
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Karlea Coulter*  
By: \_\_\_\_\_  
571332114E4F456...

Printed Name: Karlea Coulter

Printed Name: \_\_\_\_\_

Title: Executive Director

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract



effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Casper Housing Authority CARES, 129 North Elk Street, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall lay foundations for three portables at the old Willard School.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
  - i. Payments will be made no more than quarterly beginning in Fiscal Year 2026 to total \$47,764.43.
  - ii. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
  - iii. However, all services must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- b) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- c) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.


6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

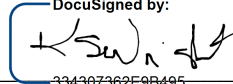
WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:  \_\_\_\_\_  
334307362E9B495...

Printed Name: Kim Summerall-wright

Title: CEO

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

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5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and



construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

*B. Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the

required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Central Wyoming Counseling Center, 1430 Wilkins Circle, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall construct an outdoor fitness area to be used by Residential Substance Use Disorder Treatment clients which shall include a designated fitness and exercise area consisting of basketball and volleyball courts, a walking path, and green space.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54)

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
  - i. Payments will be made no more than quarterly starting in Fiscal Year 2027 to total \$38,211.54.
  - ii. Any services not spent within the fiscal year awarded will carry over to the next fiscal year.
- b) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- d) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
744E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Central Wyoming Hospice & Transitions, 319 S. Wilson Street, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.
- C. The City will budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall purchase 336 South Fenway Street, a 4,000 square foot building, zoned medical, to be renovated as the Grief Center.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
  - i. Payments will be made no more than quarterly starting in Fiscal Year 2025 to total \$95,528.85.
  - ii. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- b) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- d) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
Wallace Trembath  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By:

DocuSigned by:  
By: kilty Brown  
AB1CA37893EB4A2...

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Printed Name: kilty Brown

Title: \_\_\_\_\_

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Central Wyoming Senior Services, Inc., 1831 E. 4<sup>th</sup> St., Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget One Hundred Forty-Three Thousand Two Hundred Ninety-Three Dollars and Twenty-Eight Cents (\$143,293.28) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall continue to provide nutrition to the target population.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget One Hundred Forty-Three Thousand Two Hundred Ninety-Three Dollars and Twenty-Eight Cents (\$143,293.28).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$10,174.08
  - ii. FY2025 - \$36,140.48
  - iii. FY2026 - \$34,328.14
  - iv. FY2027 - \$36,140.48
  - v. FY2028 - \$26,510.10
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C040E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

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

6. OWNER OF PROJECT MATERIALS:

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Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.



9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. The Child Development Center of Natrona County, 2020 E. 12<sup>th</sup> St. Casper, WY 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Thirty-Seven Thousand Two Hundred Fifty-Six Dollars and Twenty-Five Cents (\$37,256.25) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Provide registration for the new van and utilize the fund to off-set the cost of the new van.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2024.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Thirty-Seven Thousand Two Hundred Fifty-Six Dollars and Twenty-Five Cents (\$37,256.25).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) All funds must be invoiced by June 1, 2024. Any remaining funds will revert to the City.
- c) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- d) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.



APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

ATTEST

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

WITNESS

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSULTANT

DocuSigned by:  
*Alisha Rone*  
By: \_\_\_\_\_  
42A8D79FF0CC412...  
Printed Name: Alisha Rone  
Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

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B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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1. *Additional Insured Status*

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2. *Primary Coverage*

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

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

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

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8. *Verification of Coverage*

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

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## CONTRACT FOR PROFESSIONAL SERVICES

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This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Children’s Advocacy Project, Inc., 350 North Ash Street, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget One Hundred Twenty-Eight Thousand Dollars (\$128,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide forensic interviews and associated counseling services.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2027.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget One Hundred Twenty-Eight Thousand Dollars (\$128,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$32,000
  - ii. FY2025 - \$32,000
  - iii. FY2026 - \$32,000
  - iv. FY2027 - \$32,000
  - v. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2027. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E50C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Stacy Nelson*  
By: \_\_\_\_\_  
7257B4D593574ED...

Printed Name: \_\_\_\_\_

Printed Name: Stacy Nelson

Title: \_\_\_\_\_

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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



4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Climb Wyoming, 951 N. Poplar Street, Suite 100, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Recruit approximately 130 candidates and connect them to community resources for basic needs.
- b) Enroll about 30 participants in three career trainings and deliver mental health services and life skills support and development.
- c) Continue to support approximately 70 graduates for long-term success with family and career.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$3,391.36
  - ii. FY2025 - \$12,046.83
  - iii. FY2026 - \$11,442.71
  - iv. FY2027 - \$12,046.83
  - v. FY2028 - \$8,836.70
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
Wallace Trembath  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
By: Jenny Hanrahan  
E6BA7292258A478...

Printed Name: \_\_\_\_\_

Printed Name: Jenny Hanrahan

Title: \_\_\_\_\_

Title: Director of Finance

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

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this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

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Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

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

B. *Minimum Scope and limit of Insurance.*

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(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Community Action Partnership of Natrona County, Inc., 606 S. David Street, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Fifty Thousand One Hundred Fifty-Two Dollars and Sixty-Five Cents (\$50,152.65) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Assist Casper resident’s in ensuring housing stabilization.
- b) Provide intervention strategies.
- c) Provide tripartite Board/Community Advisory Board Communication Events.
- d) Provide compliance support.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.



3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Fifty Thousand One Hundred Fifty-Two Dollars and Sixty-Five Cents (\$50,152.65).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$3,560.92
  - ii. FY2025 - \$12,648.17
  - iii. FY2026 - \$12,014.85
  - iv. FY2027 - \$12,649.17
  - v. FY2028 - \$9,278.54
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E50C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Kelly Diane Wessels*  
979DD9516364422...

By: \_\_\_\_\_  
Printed Name: kelly Diane wessels

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.



14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (f/k/a Spectra Venue Management), 150 Rouse Boulevard, Philadelphia, Pennsylvania 19112 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget One Hundred Twenty-Two Thousand Dollars (\$122,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall hold the College National Finals Rodeo, in Casper, Wyoming.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2027.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget One Hundred Twenty-Two Thousand Dollars (\$122,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$30,500
  - ii. FY2025 - \$30,500
  - iii. FY2026 - \$30,500
  - iv. FY2027 - \$30,500
  - v. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2027. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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



(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Hope House, 333 N. Lincoln St., Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide housing to homeless men transitioning out of incarceration.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$2,713.09
  - ii. FY2025 - \$9,637.46
  - iii. FY2026 - \$9,154.17
  - iv. FY2027 - \$9,637.46
  - v. FY2028 - \$7,069.36
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

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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.

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(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Iris House, Inc. d/b/a Iris Clubhouse, 239 East “H” St, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) Provide a kitchen space for clubhouse members use.
- b) Provide up to 50 lunches daily and add other meal services.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$2,713.09
  - ii. FY2025 - \$9,637.46
  - iii. FY2026 - \$9,154.17
  - iv. FY2027 - \$9,637.46
  - v. FY2028 - \$7,069.36
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Rebecca Reeves*  
8AC352589AE2475...

By: \_\_\_\_\_

Printed Name: Rebecca Reeves

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

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

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

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Mercer Family Resource Center, 535 W Yellowstone Hwy, Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- a) provide programming for family, parenting, and early intervention/education; and,
- b) provide counseling services related to fiscal management; and,
- c) provide supplies/occupancy expenses and staff training.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$6,782.72
  - ii. FY2025 - \$24,093.65
  - iii. FY2026 - \$22,885.43
  - iv. FY2027 - \$24,093.65
  - v. FY2028 - \$17,673.40
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E50C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Cori Cosner-Burton*  
BEEF80EF053F4DE...

By: \_\_\_\_\_  
Printed Name: Cori Cosner-Burton

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.



9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Natrona County Public Library, 307 East 2<sup>nd</sup> Street, Casper, Wyoming, 82609 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Two Hundred and Forty Thousand Dollars (\$240,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall buy books and materials to be circulated and used by patrons.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Two Hundred and Forty Thousand Dollars (\$240,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$17,040.42
  - ii. FY2025 - \$60,531.21
  - iii. FY2026 - \$57,495.75
  - iv. FY2027 - \$60,531.21
  - v. FY2028 - \$44,401.41
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.



**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E66C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Lisa Scroggins*  
6D9CE26B2694423...

By: \_\_\_\_\_  
Printed Name: Lisa Scroggins

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

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The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

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7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming



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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Natrona Safe Ride d/b/a Safe Ride, 201 N. David Street, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Twenty Thousand Sixty-One Dollars and Six Cents (\$20,061.06) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall purchase vouchers, reimburse local cab companies, and provide marketing material for Safe Ride.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Twenty Thousand Sixty-One Dollars and Six Cents (\$20,061.06).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$1,424.37
  - ii. FY2025 - \$5,059.67
  - iii. FY2026 - \$4,805.94
  - iv. FY2027 - \$5,059.67
  - v. FY2028 - \$3,711.41
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56G840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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



4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Nicolaysen Art Museum, 400 East Collins Drive, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.
- C. The City will budget Four Hundred Thousand Dollars (\$400,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall perform the following capital improvement and maintenance services in connection with and respecting the project:

- a. Solar panels
- b. Lobby, Rosenthal Hall, and coatroom floors
- c. Gallery drywall repairs
- d. Gallery trim
- e. Gallery lighting
- f. Vertical storage for vault and loading dock
- g. Washer and dryer
- h. Water softener
- i. Sound improvements
- j. Garden wall, lighting & irrigation
- k. General outside maintenance
- l. General inside maintenance

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Four Hundred Thousand Dollars (\$400,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$33,333
  - ii. FY2025 - \$100,000
  - iii. FY2026 - \$100,000
  - iv. FY2027 - \$100,000
  - v. FY2028 - \$66,667
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Allison Maluchnik*  
F8FF2C5B27E4410...

Printed Name: \_\_\_\_\_

Printed Name: Allison Maluchnik

Title: \_\_\_\_\_

Title: Executive Director

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

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.



5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The Science Zone, Inc., 222 E. Collins Dr., Casper, Wyoming 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall increase their visitor capacity and improve safety conditions within their building located at 222 E. Collins Dr. by addressing several municipal code improvements to make the building more usable, including but not limited to:

- a. HVAC, electrical, lighting, plumbing, and restroom facility capacity.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2028.



3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
  - i. Payments will be made no more than quarterly beginning in Fiscal Year 2026 to total \$85,975.97.
  - ii. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
  - iii. In Fiscal Year 2028 payments will be made no more than quarterly to total \$9,552.88.
  - iv. All services must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- b) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- c) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E96C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.



14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Self Help Center, 740 Luker Lane, Evansville, Wyoming, 82636 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget One Hundred Thirty-Four Thousand Six Hundred Ninety-Five Dollars and Sixty-Eight Cents (\$134,695.68) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall pay off the current mortgage for their office and adjacent land in Evansville, Wyoming.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget One Hundred Thirty-Four Thousand Six Hundred Ninety-Five Dollars and Sixty-Eight Cents (\$134,695.68).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$9,563.63
  - ii. FY2025 - \$33,972.05
  - iii. FY2026 - \$32,268.45
  - iv. FY2027 - \$33,972.05
  - v. FY2028 - \$24,919.50
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*Jennifer Dyer*  
B768E8E97FF54E2...  
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Jennifer Dyer

Title: \_\_\_\_\_

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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



(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. Special Olympics of Wyoming, 239 W. 1<sup>st</sup> Street, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall offer Special Olympics Wyoming programs and services to nearly 200 athletes and provide a local program in Casper, Wyoming.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$4,747.90
  - ii. FY2025 - \$16,865.56
  - iii. FY2026 - \$16,019.80
  - iv. FY2027 - \$16,865.56
  - v. FY2028 - \$12,371.38
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Jennifer L. Haines*  
0BDF1E6C83E241B...

By: \_\_\_\_\_  
Printed Name: Jennifer L. Haines

Title: President & CEO



## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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



## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

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

2. United Way of Natrona County, 350 Big Horn Road, Natrona County, Wyoming, 82602 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Nineteen Thousand Ninety-Two Dollars and Forty Cents (\$19,092.40) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide the VITA (Volunteer Income Tax Assistance) program to those in need for free.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Nineteen Thousand Ninety-Two Dollars and Forty Cents (\$19,092.40).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$1,355.59
  - ii. FY2025 - \$4,815.36
  - iii. FY2026 - \$4,573.88
  - iv. FY2027 - \$4,815.36
  - v. FY2028 - \$3,532.21
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

DocuSigned by:  
*Nikki Hawley*  
C50EEB0EA36244D...

By: \_\_\_\_\_  
Printed Name: Nikki Hawley

Title: Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

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B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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



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

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

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

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

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

13. LIMITATION OF LIABILITY:

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

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

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. The University of Wyoming, 1000 E. University Ave., Dept. 3354, Laramie, Wyoming, 82071 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget One Hundred Thousand Dollars (\$100,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide the Master Gardener Program open to Casper residents.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30th day of June, 2027.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget One Hundred Thousand Dollars (\$100,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$25,000
  - ii. FY2025 - \$25,000
  - iii. FY2026 - \$25,000
  - iv. FY2027 - \$25,000
  - v. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2027. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C640E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By:

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.



9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Unaccompanied Students Initiative, 1514 E 12<sup>th</sup> St. Suite #106, Casper, Wyoming, 82609 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

- A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).
- B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.
- C. The City will budget Sixty-One Thousand Dollars One Hundred Thirty-Eight Dollars and Forty-Seven Cents (\$61,138.47) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall Provide shelter and care for students that are homeless.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1,

not to exceed a sum of budget Sixty-One Thousand Dollars One Hundred Thirty-Eight Dollars and Forty-Seven Cents (\$61,138.47).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$4,340.94
  - ii. FY2025 - \$15,419.94
  - iii. FY2026 - \$14,646.67
  - iv. FY2027 - \$15,419.94
  - v. FY2028 - \$11,310.98
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.



**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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

11. SUBCONSULTANT:

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

12. INSURANCE AND INDEMNIFICATION:

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

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

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

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

*D. Other Insurance Provisions*

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

1. *Additional Insured Status*

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

2. *Primary Coverage*

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

3. *Notice of Cancellation*

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

4. *Waiver of Subrogation*

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

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

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

6. *Acceptability of Insurers*

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

7. *Claims Made Policies*

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

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

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

8. *Verification of Coverage*

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

9. *Subconsultants*

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

10. *Special Risks or Circumstances*

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

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

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

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

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

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

17. FORCE MAJEURE:

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

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming



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

## CONTRACT FOR PROFESSIONAL SERVICES

### PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 3rd day of October, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Youth Crisis Center, 1656 E. 12<sup>th</sup> Street, Casper, Wyoming, 82601 (“Consultant”).

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

### RECITALS

A. The City is authorized to contract with certain agencies to provide various services within its jurisdiction, pursuant to Wyoming Statutes 15-1-111(a)(i).

B. The City has allocated a portion of its Optional 1%#17 allocation to assist with the provision of human services.

C. The City will budget Two Hundred Sixty-Nine Thousand Dollars (\$269,000.00) for services as outlined in Consultant’s application for 1%#17 funds.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Consultant shall provide programming, general care, needs, services for youth, and a place for the Casper Police Department to take youth in need and crisis.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 30<sup>th</sup> day of June, 2028.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of budget Two Hundred Sixty-Nine Thousand Dollars (\$269,000.00).

4. METHOD OF PAYMENT:

- a) Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.
- b) Payments will be made no more than quarterly throughout each fiscal year of awarded funding. Each fiscal year, the City will pay Consultant up to the totals listed below:
  - i. FY2024 - \$19,099.48
  - ii. FY2025 - \$67,845.39
  - iii. FY2026 - \$64,443.15
  - iv. FY2027 - \$67,845.39
  - v. FY2028 - \$49,766.59
  - vi. Any funds not spent within the fiscal year awarded will carry over to the next fiscal year.
- c) All funds must be invoiced by June 1, 2028. Any remaining funds will revert to the City.
- d) If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Contract.
- e) If estimated revenue for the 1% tax is not realized and received, the City may reduce the amounts awarded at the City's choosing.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

APPROVED AS TO FORM

DocuSigned by:  
*Wallace Trembath*  
711E56C840E24B1...

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

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

WITNESS

CONSULTANT

By: \_\_\_\_\_

DocuSigned by:  
*David Hulshizer*  
By: \_\_\_\_\_  
25876C5ECD564BA...

Printed Name: \_\_\_\_\_

Printed Name: David Hulshizer

Title: \_\_\_\_\_

Title: Executive Director

## **CONTRACT FOR PROFESSIONAL SERVICES**

### **PART II - GENERAL TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT:

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

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

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

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

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

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

6. OWNER OF PROJECT MATERIALS:

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

7. FINDINGS CONFIDENTIAL:

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

8. 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.

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This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

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B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
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(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

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4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

*C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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2. *Primary Coverage*

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3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.



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The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
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6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

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- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

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The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

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In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

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18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO.23-202

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE 12-24 CLUB, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

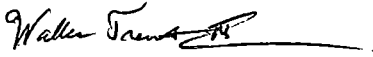
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the 12-24 Club, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with 12-24 Club, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cent (\$95,528.85).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-203

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ARC OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with The Arc of Natrona County for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with The Arc of Natrona County, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Twenty-Eight Thousand Six Hundred Fifty-Eight Dollars and Sixty-Six Cents (\$28,658.66).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-204

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BIG BROTHERS BIG SISTERS OF WYOMING, NATRONA COUNTY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,


WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Big Brothers Big Sisters of Wyoming, Natrona County, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Big Brothers Big Sisters of Wyoming, Natrona County, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract in the total amount of Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel, City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-205

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BRAIN INJURY ASSOCIATION OF WYOMING, NATRONA COUNTY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Brain Injury Alliance Association of Wyoming, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Brain Injury Association of Wyoming d/b/a Brain Injury Advocates of Wyoming, Natrona County, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the agreement, in the total amount of Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor



RESOLUTION NO. 23-206

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CASPER ARTIST'S GUILD, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Casper Artist's Guild, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Casper Artist's Guild, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-207

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CASPER BOXING CLUB, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

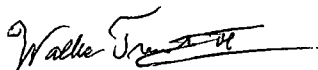
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Casper Boxing Club for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Casper Boxing Club, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Forty-Two Thousand Nine Hundred Eighty-Seven Dollars and Ninety-Eight Cents (\$42,987.98).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
RAY PACHECO  
MAYOR

RESOLUTION NO. 23-208

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER FAMILY CONNECTIONS, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Casper Family Connections for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Casper Family Connections, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-209

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER HOUSING AUTHORITY CARES, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

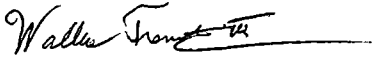
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Casper Housing Authority CARES for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Casper Housing Authority CARES, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-210

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING COUNSELING CENTER, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

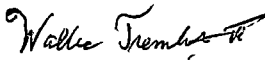
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Central Wyoming Counseling Center for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Central Wyoming Counseling Center, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
RAY PACHECO  
MAYOR

RESOLUTION NO. 23-211

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING HOSPICE AND TRANSITIONS, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,


WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Central Wyoming Hospice and Transitions for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services Central Wyoming Hospice and Transitions under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-212

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRAL WYOMING SENIOR SERVICES, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Central Wyoming Senior Services, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Central Wyoming Senior Services, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of One Hundred Forty-Three Thousand Two Hundred Ninety-Three Dollars and Twenty-Eight Cents (\$143,293.28).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-213

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHILD DEVELOPMENT CENTER OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Child Development Center, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with the Child Development Center, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Thirty-Seven Thousand Two Hundred Fifty-Six Dollars and Twenty-Five Cents (\$37,256.25).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor



RESOLUTION NO. 23-214

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CHILDREN'S ADVOCACY PROJECT, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Children's Advocacy Project, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Children's Advocacy Project, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract in the total amount of One Hundred Twenty-Eight Thousand Dollars (\$128,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-215

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CLIMB WYOMING, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

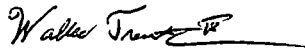
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Climb Wyoming, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Climb Wyoming, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Forty-Seven Thousand Seven Hundred Sixty-Four Dollars and Forty-Three Cents (\$47,764.43).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
RAY PACHECO  
MAYOR

RESOLUTION NO. 23-216

A RESOLUTION AUTHORIZING AN AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF NATRONA COUNTY, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

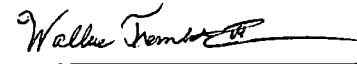
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Community Action Partnership of Natrona County, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Community Action Partnership of Natrona County, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Fifty Thousand One Hundred Fifty-Two Dollars and Sixty-Five Cents (\$50,152.65).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-217

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
GLOBAL SPECTRUM, LP, FOR USE OF OPTIONAL 1%#17  
SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Global Spectrum, LP, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Global Spectrum, LP, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of One Hundred Twenty-Two Thousand Dollars (\$122,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-218

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HOPE HOUSE, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

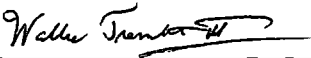
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Hope House, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Hope House, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-219

A RESOLUTION AUTHORIZING AN AGREEMENT WITH IRIS HOUSE, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

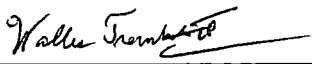
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Iris House, Inc. d/b/a Iris Clubhouse for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Iris House, Inc. d/b/a Iris Clubhouse, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Thirty-Eight Thousand Two Hundred Eleven Dollars and Fifty-Four Cents (\$38,211.54).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-220

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MERCER FAMILY RESOURCE CENTER, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

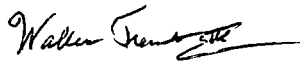
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Mercer Family Resource Center, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Mercer Family Resource Center, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-221

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY PUBLIC LIBRARY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,


WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Natrona County Public Library for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with the Natrona County Public Library, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Two Hundred and Forty Thousand Dollars (\$240,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



RESOLUTION NO. 23-222

A RESOLUTION AUTHORIZING AN AGREEMENT WITH NATRONA COUNTY SAFE RIDE, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

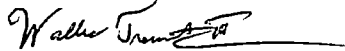
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Natrona Safe Ride d/b/a Safe Ride, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Natrona Safe Ride d/b/a Safe Ride, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Twenty Thousand Sixty-One Dollars and Six Cents (\$20,061.06).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-223

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NICOLAYSEN ART MUSEUM, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,


WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Nicolaysen Art Museum, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Nicolaysen Art Museum, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Four Hundred Thousand Dollars (\$400,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-224

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SCIENCE ZONE, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Science Zone, Inc., for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Science Zone, Inc., under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Ninety-Five Thousand Five Hundred Twenty-Eight Dollars and Eighty-Five Cents (\$95,528.85).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-225

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SELF HELP CENTER, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Self Help Center for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Self Help Center, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of One Hundred Thirty-Four Thousand Six Hundred Ninety-Five Dollars and Sixty-Eight Cents (\$134,695.68).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-226

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SPECIAL OLYMPICS OF WYOMING, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with Special Olympics of Wyoming, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with Special Olympics of Wyoming, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Sixty-Six Thousand Eight Hundred Seventy Dollars and Twenty Cents (\$66,870.20).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Mayor

RESOLUTION NO. 23-227

A RESOLUTION AUTHORIZING AN AGREEMENT WITH UNITED WAY OF NATRONA COUNTY, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with United Way of Natrona County, more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with United Way of Natrona County, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Nineteen Thousand Ninety-Two Dollars and Forty Cents (\$19,092.40).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-228

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE UNIVERSITY OF WYOMING, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

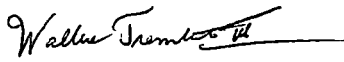
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the University of Wyoming, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with the University of Wyoming, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of One Hundred Thousand Dollars (\$100,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

RESOLUTION NO. 23-229

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE UNACCOMPANIED STUDENTS INITIATIVE, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

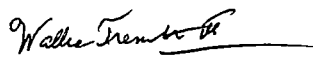
WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Unaccompanied Students Initiative for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with the Unaccompanied Students Initiative, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Sixty-One Thousand Dollars One Hundred Thirty-Eight Dollars and Forty-Seven Cents (\$61,138.47).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



RESOLUTION NO. 23-230

A RESOLUTION AUTHORIZING AN AGREEMENT WITH  
THE YOUTH CRISIS CENTER, FOR USE OF OPTIONAL  
1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

WHEREAS, the Optional 1% #17 Sales Tax was approved by the voters of Natrona County in November of 2022; and,

WHEREAS, City Council, after consideration of proposals submitted for use of the Optional 1%#17 Sales Tax Special Projects Funds, made specific recommendations for expenditure of said funds; and,

WHEREAS, City Council, approved the projects and committed said funds to the recommended projects; and,

WHEREAS, the City is authorized to contract with certain agencies to provide various services within its jurisdiction and wishes to enter into a Contract for Professional Services with the Youth Crisis Center, for the services more specifically delineated in the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, a Contract for Professional Services with the Youth Crisis Center, under terms and conditions more specifically delineated in the Contract.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract, in the total amount of Two Hundred Sixty-Nine Thousand Dollars (\$269,000.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_\_ day of October, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
RAY PACHECO  
MAYOR

September 12, 2023

MEMO TO: J. Carter Napier, City Manager *JN*

FROM: Cindie Langston, Interim Public Services Director  
Liz Becher, Community Development Director  
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Authorizing an Agreement with Oftedal Construction, Inc., in the Amount of \$3,394,750.00, for the Midwest Avenue Reconstruction - Poplar Street to Walnut Street, Project No. 21-079.

Meeting Type & Date  
Regular Council Meeting  
October 3, 2023

Action Type  
Resolution

Recommendation  
That Council, by Resolution, authorize an Agreement with Oftedal Construction, Inc., in the Amount of \$3,394,750, for the Midwest Avenue Reconstruction - Poplar Street to Walnut Street, Project No. 21-079. Furthermore, it is recommended that Council authorize a construction contingency account in the amount of \$170,000, for a total project amount of \$3,564,750.

Summary  
This project is for the reconstruction of Midwest Avenue from Poplar Street to Walnut Street including: pavement, sidewalk, utility replacement, landscaping, lighting, Old Yellowstone District signage, and bike path installation. This work included the third and final phase of Midwest Reconstruction. Previous completed phases of construction began at David Street in 2017 and ended at Walnut Street in 2021.

On Friday September 08, 2023, four (4) bids were received for the Midwest Avenue Reconstruction - Poplar Street to Walnut Street, Project No. 21-079. The bids received are as follows:

<u>CONTRACTOR</u>	<u>BUISNESS LOCATION</u>	<u>BID AMOUNT</u>
<b>Oftedal Construction, Inc.</b>	<b>Casper, Wyoming</b>	<b>\$3,394,750.00</b>
Treto Construction, LLC	Casper, Wyoming	\$3,403,259.00
Knife River/JTL Group, Inc.	Mills, Wyoming	\$3,521,789.30
71 Construction, Inc.	Casper, Wyoming	\$3,825,950.00

In January 2023, the City of Casper was awarded a \$2,000,000 federal urban funds grant from Wyoming Department of Transportation (WYDOT) for this work from Poplar Street to Walnut

Memo Award Construction  
Oftedal Construction, Inc.  
Midwest Avenue Reconstruction - Poplar Street to Walnut Street  
Project No. 21-079

Project. The grant requires a local funding match of 9.51% of the project cost, and grant funds will account for the remaining 90.49% of the project costs.

The lowest responsive bid from Oftedal Construction, Inc., is in the amount of \$3,394,750.00. The Engineer's estimate prepared by WWC Engineering was \$3,082,441. The low bid received was \$312,309 higher, or approximately 10% higher, than the Engineer's estimate. Although inflation of the costs of materials and labor have affected anticipated costs, the four bids received showed price consistency within about 13% of each other, indicating that the bids are a representation of true current costs of the work.

Work is scheduled to be completed by September 2024 and October 2024 for substantial and final completion, respectively.

Financial Considerations

Funding for this project will be from: \$2,000,000 from WYDOT's federal urban funds grant and \$975,561 from %16 Streets, \$522,129 from Water Reserves, and \$67,060 from Sewer Reserves.

Oversight/Project Responsibility

WWC Engineering, Consultant  
Alex Sveda, P.E., City Engineer, Public Services

Attachments

Resolution  
Agreement  
Bid Award Recommendation from WWC Engineering

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 Oftedal Construction, Inc., 2376 Seven Mile Road, Casper, Wyoming 82604, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to install street and utility improvements to Midwest Avenue between Poplar Street and Walnut Street; and,

WHEREAS, Oftedal Construction, Inc., is able and willing to provide those services specified as the Midwest Avenue Reconstruction, Poplar Street to Walnut Street, Project No. 21-079.

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 WWC Engineering, 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 September 18, 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 October 16, 2024. Substantial Completion will be granted once the work can be put into service for its intended purpose. 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 One Thousand and 00/100 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 and 00/100 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 Owner Three Million Three Hundred Ninety-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,394,750.00), 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](mailto: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. (Addendum No. 1, Addendum No. 2, and Addendum No. 3).
- 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 Twenty-Six (26) 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:

**MIDWEST AVENUE RECONSTRUCTION – POPLAR STREET TO  
WALNUT STREET, PROJECT NO. 21-079**

- 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.
- 8.18 FHWA 1273
- 8.19 Supplementary Document for FHWA 1273

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:

---

Fleur Tremel  
City Clerk

OWNER:  
CITY OF CASPER, WYOMING  
A municipal corporation

---

Bruce Knell  
Mayor

*Signature page for the Contractor*

WITNESS:

CONTRACTOR:  
Ofedal Construction, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"  
STANDARD  
BID FORM  
(Approved by City Attorney, 1995)

PROJECT IDENTIFICATION: City of Casper  
Midwest Avenue Reconstruction  
Poplar Street to Walnut Street  
Project No. 21-079

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 Wednesday, September 18<sup>th</sup>, 2024 as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by Wednesday, October 16<sup>th</sup>, 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>5-16-23</u>
Addendum No. <u>2</u>	Dated <u>8-09-23</u>
<u>3</u>	<u>9-01-23</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 COMBINED BID, IN NUMERALS: \$ 3,394,750.00

TOTAL COMBINED BID, IN WORDS: Three million three hundred ninety-four thousand seven hundred fifty DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.

7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.

8. The following documents are attached to and made a condition of this Bid:

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. Copy of Certificate of Residency, if bidding as Wyoming Resident.

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: Ofstedal Construction, Inc.  
2376 Seven Mile Rd  
Casper WY 82604

10. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on 9-08, 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: Oftedal Construction, Inc. (seal)  
(Corporation's or Limited Liability Company's Name)

Montana  
(State of Incorporation or Organization)

By:  (seal)  
Christopher M. Andress  
(Title) Vice President

(Seal)

Attest: 

Business Address: Oftedal Construction, Inc  
2376 Seven Mile Rd  
Casper WY 82604

Phone Number: 307-232-2302

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE Midwest Avenue Reconstruction - Poplar Street to Walnut Street (#8482749)					
Owner: Casper WY, City of					
Solicitor: WWC Engineering					
09/08/2023 01:00 PM MDT					
BASE BID SCHEDULE				OFTEDAL CONSTRUCTION INC	
Line Item	Item Description	UoFM	Quantity	Unit Price	Extension
1	Mobilization and Bonds	LS	1	\$330,000.00	\$330,000.00
2	Resident and Business Communication Plan	LS	1	\$25,000.00	\$25,000.00
3	Removal of Obstructions	LS	1	\$25,000.00	\$25,000.00
4	Removal of Curb & Gutter	FT	540	\$20.00	\$10,800.00
5	Removal of Concrete Flatwork	SY	750	\$20.00	\$15,000.00
6	Removal of Storm Sewer System	LS	1	\$25,000.00	\$25,000.00
7	Traffic Control	LS	1	\$45,000.00	\$45,000.00
8	Erosion and Sedimentation Control	LS	1	\$25,000.00	\$25,000.00
9	Unclassified Excavation	CY	5600	\$30.00	\$168,000.00
10	8 inch Concrete Pavement and 4 inch Crushed Base	SY	1550	\$103.00	\$159,650.00
11	8 inch Colored Concrete Pavement and 4 inch Crushed Base	SY	100	\$134.00	\$13,400.00
12	F&I 4 inch Hot Plant Mix (HPM) and 8 inch Crushed Base	SY	1900	\$58.00	\$110,200.00
13	12 inch Pitrun Sub Base	SY	3650	\$25.00	\$91,250.00
14	F&I Bike Path	SY	680	\$111.00	\$75,480.00
15	Concrete to Hot Plant Mix Transition	SY	300	\$150.00	\$45,000.00
16	F&I Type B Curb and Gutter	FT	1200	\$52.00	\$62,400.00
17	F&I 4 inch Rollover Curb	FT	1050	\$35.00	\$36,750.00
18	F&I Concrete Paver Crosswalk	SY	125	\$513.00	\$64,125.00
19	F&I Preformed Pavement Markings	EA	5	\$1,440.00	\$7,200.00
20	F&I Double Yellow Striping	FT	775	\$18.00	\$13,950.00
21	F&I Solid White Striping	FT	475	\$28.00	\$13,300.00
22	F&I Bike Path Solid White	FT	700	\$14.00	\$9,800.00
23	F&I Sign Post and Panels	EA	10	\$1,220.00	\$12,200.00
24	F&I 18 inch RCP Pipe	FT	175	\$120.00	\$21,000.00
25	F&I 24 inch RCP Pipe	FT	105	\$150.00	\$15,750.00
26	F&I 30 inch RCP Pipe	FT	35	\$230.00	\$8,050.00
27	F&I Single Storm Sewer Inlet (all depths)	EA	11	\$8,500.00	\$93,500.00
28	F&I Storm Sewer Manhole	EA	6	\$12,000.00	\$72,000.00
29	R&R Sanitary Sewer Manhole	EA	3	\$19,000.00	\$57,000.00
30	F&I 16 inch Ductile Iron Water Main	FT	680	\$200.00	\$136,000.00
31	F&I 20 inch Ductile Iron Water Main	FT	80	\$300.00	\$24,000.00
32	F&I Fire Hydrant Assembly	EA	3	\$15,000.00	\$45,000.00
33	Remove Fire Hydrant Assembly	EA	2	\$500.00	\$1,000.00
34	F&I 6 inch Fire Line	EA	1	\$8,000.00	\$8,000.00
35	F&I 16 inch Water Main Tee	EA	1	\$7,000.00	\$7,000.00
36	F&I 20 inch 11.25 Degree Bend	EA	1	\$6,500.00	\$6,500.00
37	F&I 16 inch Gate Valve	EA	3	\$20,000.00	\$60,000.00
38	F&I 20 inch Butterfly Valve	EA	1	\$20,000.00	\$20,000.00
39	F&I 16 inch X 20 inch Reducer	EA	1	\$7,200.00	\$7,200.00
40	Connect to Existing Water Main	EA	3	\$12,500.00	\$37,500.00
41	R&R Water Service	EA	16	\$5,400.00	\$86,400.00
42	Flowable Backfill	CY	20	\$260.00	\$5,200.00
43	Utility Adjustment	EA	5	\$1,400.00	\$7,000.00
44	F&I Concrete Approach	SY	1270	\$106.00	\$134,620.00
45	F&I Concrete Standard Sidewalk	SY	1600	\$96.00	\$153,600.00
46	F&I Concrete Colored Sidewalk	SY	250	\$123.00	\$30,750.00
47	ADA Ramp	EA	10	\$2,900.00	\$29,000.00
48	F&I Tree Planting Bed	EA	19	\$1,870.00	\$35,530.00
49	Concrete Finish Sandblast	SY	90	\$150.00	\$13,500.00
50	Concrete Finish Chemical Stain/Sealing	SY	90	\$150.00	\$13,500.00
51	F&I Clay Pavers	SY	12	\$310.00	\$3,720.00
52	F&I Paver Header	FT	190	\$56.00	\$10,640.00
53	Planter Pots	EA	8	\$2,430.00	\$19,440.00
54	F&I Bench	EA	6	\$4,830.00	\$28,980.00
55	F&I Bike Racks	EA	4	\$2,250.00	\$9,000.00
56	F&I Trash Receptacle	EA	3	\$2,860.00	\$8,580.00
57	F&I Fence Panels	EA	6	\$1,400.00	\$8,400.00
58	F&I Removable Bollard	EA	4	\$2,790.00	\$11,160.00
59	F&I Rain Garden	EA	1	\$3,870.00	\$3,870.00
60	F&I Deciduous Canopy Tree	EA	24	\$1,360.00	\$32,640.00
61	F&I Deciduous Shrubs (5 Gal.)	EA	68	\$100.00	\$6,800.00
62	F&I Evergreen Shrubs (5 Gal.)	EA	23	\$223.00	\$5,129.00
63	F&I Ornamental Grasses (1 Gal.)	EA	79	\$49.00	\$3,871.00
64	F&I Perennials (1 Gal.)	EA	26	\$49.00	\$1,274.00
65	F&I Landscape Weed Barrier Fabrics	SY	302	\$8.00	\$2,416.00
66	F&I Topsoil/Compost	CY	100	\$122.00	\$12,200.00
67	F&I Organic Mulch	CY	5	\$215.00	\$1,075.00
68	F&I Inorganic Mulch	CY	70	\$215.00	\$15,050.00
69	F&I Irrigation System	LS	1	\$84,000.00	\$84,000.00
70	F&I Old Yellowstone District Monument Sign	EA	1	\$18,700.00	\$18,700.00
71	F&I Decorative Light Poles & Foundation	EA	20	\$12,400.00	\$248,000.00
72	F&I Roadway Light Poles & Foundation	EA	7	\$13,800.00	\$96,600.00
73	F&I Conduit and Wiring for Street Lighting and Receptacles (all locations)	LS	1	\$162,000.00	\$162,000.00
74	Street Lighting Electrical Service	LS	1	\$44,300.00	\$44,300.00
75	R&R Air Sparge Riser	EA	4	\$2,200.00	\$8,800.00
76	Monitoring Well Adjustment	EA	26	\$1,000.00	\$26,000.00
77	Force Account	LS	1	\$10,000.00	\$10,000.00
<b>BASE BID SCHEDULE TOTAL</b>					<b>\$3,394,750.00</b>



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5880 ENTERPRISE DRIVE, SUITE 600, CASPER, WY 82609 | 307.473.2707

September 11, 2023

Mr. Alex Sveda  
City Engineer  
City of Casper  
200 N. David St.  
Casper, WY 82604

**Re: Midwest Avenue Reconstruction - Poplar Street to Walnut Street  
Project 21-079  
Bid Review**

Dear Alex:

On September 8, 2023 bids were received for the Midwest Avenue Reconstruction project from; 71 Construction, Treto Construction LLC, Knife River Inc., and Oftedal Construction Inc. The apparent low bidder was Oftedal Construction Inc. with a total base bid of \$3,394,750.

WWC recommends that the project be awarded to Oftedal Construction Inc. in accordance with Section 19.6 of the Instruction to Bidders that states: "If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City." We recommend awarding of the base bid schedule and not including any of the alternate bid items for PVC pipe.

Please contact our office with any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darrin Tromble".

Darrin Tromble, PE  
Project Manager

dt

K:\Casper\City of Casper\2022558 Midwest Avenue Reconstruction - Poplar to Walnut\09Construction\21-079 Award Rec Letter.docx



RESOLUTION NO. 23-231

A RESOLUTION AUTHORIZING AN AGREEMENT WITH OFTEDAL CONSTRUCTION, INC., FOR THE MIDWEST AVENUE RECONSTRUCTION – POPLAR STREET TO WALNUT STREET, PROJECT NO. 21-079.

WHEREAS, the City of Casper desires to enter into an Agreement for the reconstruction of Midwest Avenue between Poplar Street and Walnut Street; and,

WHEREAS, Oftedal Construction, Inc., is able and willing to provide those services specified as the Midwest Avenue Reconstruction - Poplar Street to Walnut Street, Project No. 21-079; 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 and 00/100 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 Oftedal Construction, Inc., for those services, in the amount of Three Million Three Hundred Ninety-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,394,750.00).


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 an amount not to exceed Three Million Three Hundred Ninety-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,394,750.00) and One Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) for a construction contingency account, for a total price of Three Million Five Hundred Sixty-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,564,750.00).

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 and 00/100 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.

Resolution Award Construction  
Oftedal Construction, Inc.  
Midwest Avenue Reconstruction - Poplar Street to Walnut Street  
Project No. 21-079

APPROVED AS TO FORM:  
(Midwest Avenue Reconstruction - Poplar Street to Walnut Street, 21-079)

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Fleur Tremel  
City Clerk

\_\_\_\_\_  
RAY PACHECO  
MAYOR

Resolution Award Construction  
Oftedal Construction, Inc.  
Midwest Avenue Reconstruction - Poplar Street to Walnut Street  
Project No. 21-079

September 14, 2023

**TO:** J. Carter Napier, City Manager *JN*  
**FROM:** Cindie Langston, Acting Public Services Director  
Shad Rodgers, Streets Manager  
Alex Sveda, P.E., City Engineer *AS*  
Steven Stolte E.I.T. Associate Engineer I

**SUBJECT:** Authorizing a Professional Services Contract with Dustbusters Enterprises, Inc., for the purchase of 3,000 tons of Category 2, solid anti-icer/deicer, in the amount of \$359,520, as part of the 2023-2024 Streets Ice Slicer Procurement, Project No. 23-036.

**Meeting Type & Date:**

Regular Council Meeting, October 3, 2023

**Action Type:**

Resolution

**Recommendation:**

That City Council, by Resolution, authorize a Professional Services Contract with Dustbusters Enterprises, Inc. (DEI), for the purchase of 3,000 tons of Category 2, solid anti-icer/deicer, in the amount of \$359,520, as part of the 2023-2024 Streets Ice Slicer Procurement, Project No 23-036.

**Summary:**

The Casper Streets Division orders approximately three thousand (3,000) tons/year of Category 2, solid anti-icer/deicer (or "ice slicer") for use in winter streets operations and snow plowing.

The purchase of 3,000 tons of ice slicer is proposed to be made from Wyoming Department of Transportation bids received on July 19, 2023 with DEI (Evanston, WY) as the low bidder and supplier. As part of the bids, municipal agencies may purchase materials from the bid price submitted by the low bidder through a direct contract. The bid price submitted by DEI was \$359,520 for 3,000 tons at a unit price of \$119.84 per ton.

The procured ice slicer will be stored in the Ice Slicer Storage Building at the Casper Service Center, 1800 East K Street.

City Staff recommends the purchase of 3,000 tons of ice slicer through a Professional Service Contract with DEI in the amount of \$359,520.

**Financial Considerations:**

Funding will be from Streets Materials and Supplies, GL Account 1015100-6101

**Oversight/Project Responsibility:**

Shad Rodgers, Streets Manager  
Steven Stolte E.I.T. Associate Engineer I

**Attachment:**

Resolution  
Professional Services Contract

# CONTRACT FOR PROFESSIONAL SERVICES

## PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this \_\_\_ day of \_\_\_\_\_, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).

2. Dustbusters Enterprises Inc., 65 Rail Center, Evanston, Wyoming, 82930 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

### RECITALS

A. The City is undertaking a project to procure ice slicer for de-icing streets for street plowing operations.

B. The project requires professional services for 3,000 tons of Category 2, solid anti-icer/deicer.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Contractor for such services.

**NOW, THEREFORE**, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

1. Provide, supply and deliver, F.O.B Destination, 3,000 tons of Category 2 Solid Anti-Icer/Deicer at a Unit Price of \$119.84 per ton. Delivery Point shall be 1800 East K Street, Casper, WY, 82601.

2. All work shall comply with the Wyoming Department of Transportation Special Provisions For Furnishing Anti-Icers/Deicers, June 14, 2023, Bid No. 23-196RC

(Exhibit A) and the Wyoming Department of Transportation Standard Specifications For Anti-Icers/Deicers, June 14, 2023, Bid No. 23-196RC (Exhibit B), attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30<sup>th</sup> day of September 2024.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Three Hundred Fifty-Nine Thousand Five Hundred Twenty and 00/100 Dollars (\$359,520.00).

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended only by written instrument signed by both the City's and the Contractor's authorized representatives.

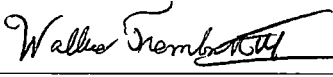
The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

**Signature Page for the City**

APPROVED AS TO FORM

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
A Municipal Corporation

ATTEST

\_\_\_\_\_  
Ray Pacheco  
Mayor

\_\_\_\_\_  
Fleur Tremel  
City Clerk



**Signature Page for the Contractor**

WITNESS

CONTRACTOR  
Dustbusters Enterprises Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## CONTRACT FOR PROFESSIONAL SERVICES

### PART II - GENERAL TERMS AND CONDITIONS

#### 1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

#### 2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract.

#### 3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

#### 4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to

this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other

jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the

general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
  3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
  4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Contractor agrees to indemnify the City, the City's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Contractor shall perform all of the services for the compensation set forth in this Contract. The Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight



embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR FURNISHING  
ANTI-ICERS/DEICERS**

**June 14, 2023  
Page 1 of 7  
Bid No. 23-196RC**

1. **Addenda**

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to the Contract shall be incorporated into and become part of this Contract. Any addenda issued shall be posted with the bid on the Public Purchase website. It will be the Bidder's responsibility to check for and acknowledge any and all addenda. Any and all addenda shall be acknowledged on the bid proposal form or by uploading the addendum with their bid on Public Purchase.

2. **Scope**

It is the intent of this Invitation to Bid to establish prices on an open-end blanket basis for individual deliveries of liquid and solid anti-icers/deicers. Deliveries shall be F.O.B. delivery stations as indicated on the Proposal.

3. **Contract period**

Contract shall commence October 1, 2023 and end September 30, 2024.

4. **Specifications**

4.1 Wyoming Department of Transportation Standard Specifications for LIQUID and SOLID Anti-icers/Deicers, attached hereto.

4.2 All items quoted must be in compliance with the specifications and provisions described herein. Only bids meeting bid specifications will be considered for award of this bid.

4.3 Exceptions taken by any bidder may cause a bid to be considered non-responsive and rejected.

5. **Required Submittals**

5.1 Space is provided on the bid proposal for trade identification of designate product bid which must be filled in by the bidder to receive consideration in bid award.

5.2 Bids shall be accompanied with all information required in Section 19, Acceptance, as described in Subsection 19.2.(1-3), Vendor Quality Control (QC), of these Special Provisions. All documents must be clearly legible. Information submitted must be sufficient in detail to address all specification requirements per contract terms. This information must be submitted with your bid or bid will be considered non-responsive and rejected.

6. **Estimated volume**

The quantities shown as estimates are not exact and are given for the purpose of comparing bids upon a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR FURNISHING  
ANTI-ICERS/DEICERS**

**June 14, 2023  
Page 2 of 7  
Bid No. 23-196RC**

**7. Bid Award**

- 7.1 Bids will be considered at the Wyoming Transportation Commission at its meeting of August 17, 2023.
- 7.2 Award will be made on a total lump sum basis per category, per district.
- 7.3 Bidders are required to bid on all locations within the district(s) on which they are bidding or their proposal will not be considered for that district. Award will be made by district and by category. Bidders are not required to bid on all districts or both categories within a district. Pricing for all sites within a district must be provided to receive consideration for that district/category.
- 7.4 Although award may be made for deliveries under the item, the State of Wyoming will not be obligated to make any purchase thereunder should no deliveries be required.
- 7.5 This contract may be terminated for failure to provide the products enumerated herein.

**8. Ordering**

Each contract will be covered by a purchase order issued by the Procurement Services Manager and will cover the contract period expenditure. Orders will be placed, as needs occur, by the District Maintenance Engineer or his authorized representative.

**9. FOB Point**

Bids must be FOB Destination, freight pre-paid and allowed to be considered.

NOTE: FOB POINTS are approximate only. Contractor/Vendor is responsible for delivery to exact location as determined in conjunction with the WYDOT Staff Technician.

**10. Deliveries**

- 10.1 The successful bidder will be required to furnish such quantities at the locations for which award is made within **10 business days after notification of order**. Bidders are to do everything possible within the realm of their ability to control the stated deliveries. If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or what the vendor feels are "reasonable or uncontrollable circumstances", the vendor must notify the Department of the delay and the anticipated delivery date. Failure to comply with this requirement will result in the assessment of liquidated damages for non-delivery.
- 10.2 Due to the critical nature of this requirement, liquidated damages resulting from failure to meet the delivery date will be charged against the vendor. Late shipments will be assessed a 10% price reduction, not as penalty but as liquidated damages to defray lost time expenses. All price adjustments will be based on the prices quoted by the bidder.
- 10.3 The Wyoming Department of Transportation reserves the right to procure the necessary material on the open market if the supplier cannot produce and/or deliver the product as requested, in which event, the extra cost of procuring the material may be charged against the vendor and deducted from any monies due or which may become due him.

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR FURNISHING  
ANTI-ICERS/DEICERS**

**June 14, 2023  
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**10. Deliveries (continued)**

- 10.4 Shipments must arrive at destinations during normal working hours Monday through Friday only, unless the vendor gets approval and makes arrangements with the receiving facility twenty-four (24) hours in advance of any anticipated delivery during non-business hours. Hauler must call the Department destination at least 100 miles out to confirm time of shipment.
- 10.5 The hauler must have the capability of transferring LIQUID Anti-icers/Deicers to purchaser's storage tanks. Tanks will be fitted with a three-inch male pipe fitting to allow for unloading of product. All SOLID Deicers will be bulk shipments. The hauler must have the capability of unloading the material without the aid of Department personnel or equipment.
- 10.6 The Wyoming Department of Transportation will place minimum orders for SOLID Deicers of approximately 25 tons (single load). Delivery of split loads will be performed at the Department's request, and the vendor will deliver a tanker or truck load of material to more than one (1) location within the district. The Department will pay the vendor an additional \$50.00 per delivery location in addition to the original delivery location.
- 10.7 All shared (split) loads of LIQUID Anti-icers/Deicers shall be total a minimum of 4,000 gallons. Delivery of split loads will be performed at the Department's request, and the vendor will deliver a tanker or truckload of material to more than one (1) location within the district. The Department will pay the vendor an additional \$50.00 per delivery location in addition to the original delivery location.
- 10.8 If orders of SOLID Deicers larger than 50 tons (2 loads) per location are placed, 50 tons of that order must be delivered within the specified time period or liquidated damages may apply. If the vendor cannot deliver the entire order at once, the balance must be delivered on daily deliveries beginning immediately after the first delivery until the order is fulfilled, or as agreed to by the Department.
- 10.9 Delivery must be made by trucks that have undergone a thorough cleaning for the purpose of assuring that the LIQUID Anti-icer/De-icer is not contaminated by foreign material. Material portraying uncharacteristic traits when delivered may be immediately rejected at the option of the buyer or their representative at the delivery location, at the vendor's expense.
- 10.10 LIQUID Anti-icers/Deicers must be uniformly pre-mixed to the appropriate concentration before the product is placed on a delivery truck. Vendor must supply a certification ticket verifying percent of product solution. A sample from the delivery truck must be taken by the hauling operator or the load may be rejected. All deliveries are subject to random sampling/testing for compliance. WYDOT personnel may refuse to accept a delivery if a random test of the specific gravity of the product is more than 2% below Standard Specifications or if the product is contaminated.
- 10.11 An anti-foaming agent will be available from the vendor for use as needed, at no additional charge to the Department, to control foaming during loading, unloading, and agitation of LIQUID Anti-icers/Deicers.
- 10.12 Each shipment shall be accompanied by a current and clearly legible MSDS and a bill of lading.

WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR FURNISHING  
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10. **Deliveries (continued)**

10.13 The bill of lading for each shipment must contain the following information.

1. Name of Product.
2. Supplier and manufacturer of product.
3. Delivery destination.
4. Total number of units being delivered.
5. Total weight of delivery using a certified scale ticket or certified flow meter.
6. Lot Number for the product being delivered. The Lot Number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.
7. Transport information - Name of transporting company, tank, trailer or rail car number, point and date of origin.
8. Purchase Order number.

11. **Extension**

The bidder and the Department covenant and agree that this bid or subsequent contract will not be extended or renewed and will expire in accordance with Contract Period Section 3.

12. **Price Adjustments**

- 12.1 Price adjustments relative to this contract will be considered for the cost of **commodities and fuel only**.
- 12.2 No price increases will be allowed for cost changes related to doing business. The cost of doing business includes, but is not limited to, such items as profit, overhead, labor, insurance, and taxes.
- 12.3 The Wyoming Department of Transportation will use the Base Fuel Index listed on the WYDOT website for Diesel per gallon (<http://wydot.exevision.com/ws/basefuelindex.aspx>) to adjust pricing. The base price will be from **May 2023, which is \$3.14**. Price adjustments for fuel will not be allowed until a 7.5% increase is reached based on the Base Fuel Index.
- 12.4 If during the term of the contract, the manufacturer's net prices for commodities like those listed herein are **increased**, the bidder may apply to the Procurement Services Manager for a corresponding contract price adjustment. Consideration for a price adjustment will be given, provided the following requirements/conditions are met:
- Request for a price increase is received in writing by the Procurement Services Manager
  - Requested price increase is substantiated in writing by the bidder's supplier.
  - Increase to unit price is equal to the price increase received by the bidder from their supplier.
  - Requested price increase applies only to commodities and fuel, as listed herein.
  - Requested price increase shall not be retroactive, applied to outstanding orders or pending invoices.
- 12.5 The Procurement Services Manager reserves the right to make further reasonable requests for proof of price increases from the bidder's supplier.
- 12.6 Price review **for fuel** will be allowed twice during the contract period. No price review **for commodities** will be allowed during the initial 90 days of the contract period.

13. **Bid Deposit and Contractors Bond**

Each proposal **MUST BE ACCOMPANIED BY A PROPOSAL GUARANTY IN THE AMOUNT OF 10% OF THE TOTAL BID.** The guaranty may be in the form of a bid bond, cashier's check, certified check or bank money order, drawn on a reliable bank and made payable to the Wyoming Department of Transportation. Cashier's checks, certified checks or bank money orders **MUST** be received in the office of the Purchasing Manager on or before the time and date of the bid opening, **COPIES WILL NOT BE ACCEPTED.**

The proposal guaranty shall be given as a guarantee that the bidder will execute the contract documents if the contract is awarded to them. All proposal guaranties will be returned after a satisfactory contractor's bond has been furnished and the contract has been fully executed with the successful bidder.

The successful bidder must within 20 calendar days after notification of the award, deliver to the Department a Contractor's Bond in the amount of 100% of the bid, as security for the faithful performance of the contract. The bond must be submitted on the Department's form and shall meet all statutory requirements as to form and execution.

14. **Invoicing Requirements**

A copy of the bill of lading must accompany each invoice. Failure to provide the information as stated will result in the invoice being returned to the successful bidder for correction.

15. **Governmental Entities Cooperative Purchasing**

This bid is primarily for the Wyoming Department of Transportation. Purchases may be made on this bid as requested by other State agencies and/or political subdivisions within the State of Wyoming per the terms, conditions and prices afforded the Department. Purchases made on this bid by any other State agency and/or political subdivision must be initiated, coordinated and processed completely through the respect agency and/or political subdivision. The Wyoming Department of Transportation is responsible only for the Department purchases. Purchases made on this bid by any other State Agency and/or political subdivision must be initiated, coordinated and processed completely through the respective agency and/or political subdivision.

16. **Proposal Pricing**

16.1 The following locations as shown on Proposal are the delivery sites for the material within each district. Delivery must be available to and bid at all sites within the district for bid to be considered for that district. **Bidders are not required to bid on all districts or categories.** The exact addresses or locations will be indicated on Purchase Order.

16.2 Unit prices (per gallon - per ton) must be given. Bids must be quoted FOB Destination to be considered.

16.3 The requested LIQUID and SOLID Anti-icers/Deicers are divided into two (2) categories and are listed as such on the Proposal.

Category 1 - LIQUID Anti-icers/Deicers. Category 2 - SOLID Deicers.

17. **Vendor Representatives**

Bidders must provide the names of the individuals who are responsible for preparing the bid response and to whom WYDOT may direct any questions or concerns relating to subsequent contract(s) and technical issues.

18. **Training**

Successful bidder may be required to provide training to Department personnel. All training shall be coordinated with Marcus Anderson, State Maintenance Engineer (phone: 307-777-4743). The Department, prior to training sessions, must approve all training materials. Training shall be required of, but not limited to, the following subjects:

1. Concepts of anti-icing, de-icing, pre-wetting
2. Storage/circulation issues (tanks, windrows, etc.)
3. Sampling procedures
4. Understanding eutectic temperature chart and how it is used

19. **Acceptance**

19.1 The Department will accept or reject LIQUID and SOLID Anti-icers/Deicers based on the following:

19.2 **Vendor Quality Control (QC).** Vendor shall certify and provide to WYDOT the most current information it has available for the following:

1. **Material Safety Data Sheets (MSDS).**
2. **QC Plan(s)** for facilities manufacturing its product(s) supplied to WYDOT. QC plan(s) shall list effective dates, physical location, personnel to contact, and phone number(s). QC plans shall also list test procedures, testing frequencies, accreditation credentials (if applicable), and operations procedures for sampling, storage, delivery, corrective action if material fails specification, documentation, etc.
3. **QC test data** for its products for the Standard Specifications described in this Contract and other requirements of its QC plan(s). Test data will not be older than 5 years from the contract date. The test data will be from a certified testing laboratory. Company pamphlets or brochures will not be accepted as documentation of test results.

19.3 All 3 of the items listed above will be submitted to WYDOT Field Operations - Maintenance Staff by the Vendor with its proposal (bid) and when requested by WYDOT anytime during the term of this Contract. Failure to provide all 3 items listed above will result in a non-compliant bid proposal and result in rejection.

19.4 **WYDOT Quality Assurance (QA).** WYDOT will obtain random sample(s) of products for testing to verify compliance with Standard Specifications anytime during the term of this Contract. Sample(s) may be tested for one or more properties. If a WYDOT QA sample fails specification, two or more additional samples will be obtained from the same location (i.e., storage tank, windrow, etc.) and tested. The results from all samples will be analyzed. Copies of test reports will be issued to Vendor and WYDOT Field Operations - Maintenance Staff.

**WYOMING DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS FOR FURNISHING  
ANTI-ICERS/DEICERS**

**June 14, 2023  
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**19. Acceptance (continued)**

19.5 Sampling. A complete sample is one-gallon of product placed in a plastic, non-metallic, wide-mouth container with screw type lid and is obtained either during delivery from the delivery truck.

19.5.1 LIQUID products. Measure and record the temperature and specific gravity of the material. When sampling during delivery, obtain complete sample from the transfer hose in three equal parts at the beginning third, middle third, and last third of the product as it is unloaded. Each part will be mixed together with the other parts to make up one composite, complete sample.

19.5.2 SOLID products. Obtain complete sample from the entire cross section of the windrow, cutting through the stack. Portions of the sample shall be taken from the top, center, and bottom in proportion to the cross sectional area at that point and well within the stack each time. All portions are combined for a complete and representative sample.

19.6 Product(s) will be accepted when they comply with all Standard Specification, certification statement and MSDS requirements. If either Vendor QC or WYDOT QA fails Standard Specifications, material may be:

19.6.1 Rejected product(s) and the Vendor, at no additional cost to the Department, required to remove and replace all product(s) from WYDOT storage tanks, trucks, windrows, stock pile, covered sheds, etc., at locations affected by either Vendor QC or represented by WYDOT QA samples; or

19.6.2 Accepted with either,  
a. No payment made for the product(s) or,  
b. Payment at a reduced price as determined by the Department.

19.7 **All product(s) Solid or Liquid presented by the Vendor for bid must be listed on the Clear Roads (CR) Qualified Product List (QPL). For Liquid Anti-icers/Deicers see Category 1 of the QPL. For Solid Anti-icers/Deicers see Categories 4B and 4C of the QPL. [www.clearroads.org](http://www.clearroads.org)**

**20. Environmental Contamination/Clean Up**

The bidder of any product delivered and/or applied, that is found to be contaminated with non-specified products and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

**21. Delivery Method (Category 2)**

Trucks (single or tandem axle), conveyer or belt trailers (also known as "Live Bottom" or "Walking Floor") are to be used for Category 2 material transport to any delivery point in all districts. Delivery using other forms of trailers (i.e. belly or side dump), and/or pup trailers will result in rejection of the load.



**WYOMING DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS FOR  
ANTI-ICERS/DEICERS**

Exhibit B

**June 14, 2023  
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**Physical Properties**

<b>Operation Temperature, °F</b>	18 to -29	
<b>Liquid Viscosity, Pa-s</b>	2 - 10	ASTM D7042 To remain flowable, not to become a gel at below zero temperatures.
<b>Corrosion Rate Effectiveness, %</b>	20 - 30 max.	NACE Standard TM 0169, as modified by CR <sup>(1)</sup> (Test Method B, Appendix A) CR QPL Category 1 - Corrosion Inhibited Liquid Magnesium Chloride
<b>Specific Gravity, unit less</b>	<b>1.25 - 1.32</b>	ASTM D1429, Method D
<b>Coefficient of Friction, nearest 0.1</b>		
Solid state	1.0 min. (30% or less humidity, after de-humidification)	Frictional Analysis test method by Forensic Dynamics Inc., Vancouver, BC; 604-684-6742 (humidity-time-friction graph; asphalt surface, touring tire)
Liquid state	0.5 min. (50% or more humidity, after re-humidification)	
<b>Dissolved Solids, %</b>	<b>26 - 32</b>	EPA 160.1
<b>pH</b>	6.0 - 9.0	ASTM D1293, 1:4 dilution <sup>(2)</sup>
<b><u>Chemical Composition</u></b>		
<b>Magnesium Chloride, %</b>	25 - 30	CR <sup>(1)</sup> , Test Method A, Appendix A
<b>Toxicity</b> (all tested at 1:100 dilution <sup>(2)</sup> except cyanide not diluted)		
<b>Arsenic, mg/L or ppm</b>	2.50 max.	EPA 200.7, ASTM D2972
<b>Barium, mg/L or ppm</b>	1.00 max.	EPA 200.7 or 208.1
<b>Cadmium, mg/L or ppm</b>	0.20 max.	EPA 200.7 or 213.1, ASTM D3557
<b>Chromium, mg/L or ppm</b>		SM 3113 B, EPA 218.1, ASTM D1687
<b>Cyanide, mg/L or ppm</b>		SM 4500, EPA 335.4, ASTM D2036
<b>Lead, mg/L or ppm</b>	1.00 max.	EPA 200.7 or 239.1, ASTM D3559
<b>Mercury, mg/L or ppm</b>	0.05 max.	EPA 245.1, ASTM D3223
<b>Phosphates, mg/L or ppm</b>	25.00 max.	EPA 365.4, ASTM D515

<sup>(1)</sup> CR = Clear Roads; [www.clearroads.org](http://www.clearroads.org)

<sup>(2)</sup> Dilution ratio equals parts product to parts distilled water.

**WYOMING DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS FOR  
ANTI-ICERS/DEICERS**

Exhibit B

**June 14, 2023  
Page 2 of 2  
Bid No. 23-196RC**

Products shall adhere to the CR Specification and shall meet the requirements of Category 4B or 4C on the CR QPL for solid and Category 1 for liquid.

Product must be clean and free from extraneous matter, uniform in consistency, and does not segregate.

<b>Physical Properties</b>		
<b>Ice Penetration,</b> inches, 60 minutes at 20 °F	0.80 min.	SHRP H-205.3 (see SHRP Publication SHRP-H-332)
<b>Corrosion rate,</b> inches/year, 100 hour exposure	0.020 max.	ASTM B117 CR QPL Corrosion percent effectiveness 31% to 85% for Corrosion Inhibited Solid Sodium Chloride
<b>Color</b>	Uniform in consistency throughout the material.	Visual inspection
<b>Toxicity</b>  For criteria and limits, refer to Standard Specifications for LIQUID Anti-icer/De-icer, Chemical Composition.	For test methods, refer to Standard Specifications for LIQUID Anti-icer/De-icer.  Material diluted to a 25% (W/V) concentration and tested same as liquid. Do not back calculate the concentration of parameters to the dry weight.	

(1) CR = Clear Roads; [www.clearroads.org](http://www.clearroads.org)

Wyoming Department of Transportation  
Invitation to Bid  
Bid No. 23-196RC



Liquid and Solid Anti-icers/Deicers  
Category 1 and 2  
Statewide

Ruth Crockett  
Buyer  
Telephone No.: (307) 777-4108

## INVITATION TO BID

## CONTRACT TERMS AND CONDITIONS

**1. SUBMISSION OF BIDS**

- A. Bids for **LIQUID and SOLID ANTI-ICERS/DEICERS for statewide deliveries, WYOMING**, will be received electronically through Public Purchase until **11:00 A.M., Mountain Time on July 19, 2023**.
- B. No bids will be considered which are not submitted on WYDOT proposal forms, signed by a proper official of the bidder and submitted through Public Purchase on or before the time and date specified. Bids received after the time specified will not be considered. Bids received that are password protected or locked and inaccessible will not be considered. Paper, email, or facsimile bids will not be accepted.
- C. No bids will be considered in which the Proposal, Specifications or any provisions have been modified.

**2. GENERAL PROVISIONS****A. AMENDMENTS**

Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

**B. APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE**

The construction, interpretation, and enforcement of this Contract 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 Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C. ASSIGNMENT PROHIBITED AND CONTRACT 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 Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof for collateral for any financial obligation without the prior written permission of the Agency.

**D. AUDIT/ACCESS TO RECORDS**

The Agency and its representatives shall have access to any books, documents, papers, electronic data and records of the Contractor which are pertinent to this Contract.

**E. AVAILABILITY OF FUNDS**

Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

**F. AWARD AND PURCHASE**

The Agency reserves the right to reject any or all bids, to waive any informalities or technical defects in bids, and unless otherwise specified by the Agency or by the Contractor, to accept any item or group of items in the bid, as may be in the best interest of the Agency.

No verbal explanations, clarifications, additions or instructions will be binding to either the Agency or the Bidders, except those confirmed in writing.

A signed purchase order/contract, furnished to the successful bidder, results in a binding contract without further action by either party.

**G. AWARD OF RELATED CONTRACTS**

The Agency may award supplemental or successor contracts for work related to this Contract or may award contracts to other contractors for work related to this Contract. The Contractor shall cooperate fully with other contractors and the Agency in all such cases.

**H. COMPLIANCE WITH LAWS**

The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

**I. CONFIDENTIALITY OF INFORMATION**

All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract shall be kept confidential by the Contractor unless written permission is granted by the Agency for its release. If and when Contractor receives a request for information subject to this Contract, Contractor shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.

**J. ENTIRETY OF CONTRACT**

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

**K. ETHICS**

Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.

**L. FORCE MAJEURE**

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

**M. INDEMNIFICATION**

The Contractor shall release, indemnify, and hold harmless the State, the Agency, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Contractor's negligence or other tortious conduct.

**N. KICKBACKS**

Contractor certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If Contractor breaches or violates this warranty, Agency may, at its discretion, terminate this Contract 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.

**O. INDEPENDENT CONTRACTOR**

The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Department or to incur any obligation of any kind on the behalf of the State of Wyoming or the Department. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

**P. MATERIAL AVAILABILITY**

Contractors must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the Contractor to notify the Agency immediately if materials specified are discontinued, replaced or not available for an extended period of time.

**Q. MODIFICATIONS OR WITHDRAWAL OF BIDS**

A bid may be altered or withdrawn through Public Purchase prior to the time and date of opening. Bids withdrawn after the bid opening may eliminate the bidder from the active bidder's list for a minimum of one year.

**R. NON-COLLUSION**

Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the State of Wyoming, or any person interested in the proposed Contract; and

The price or prices quoted in this Bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

**S. NON-DISCRIMINATION**

The Contractor 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 Contract.

**T. NOTICES**

All notices arising out of, or from, the provisions of this Contract shall be in writing either by Regular Mail, Facsimile, E-Mail or delivery in person at the addresses provided under this Contract.

**U. NOTICE OF SALE OR TRANSFER**

The Contractor shall provide the Agency with notice of any sale, transfer, merger, or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notices provision of this Contract and, when possible and lawful, in advance of the transaction. If the Agency determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Contractor's obligations under this Contract, then the Agency may, at its discretion, terminate or renegotiate the Contract.

**V. OWNERSHIP AND DESTRUCTION OF DOCUMENTS/INFORMATION**

Agency owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Contractor in the performance of this Contract. Upon termination of services, for any reason, Contractor agrees to return all such original and derivative information and documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon Agency's verified receipt of such information, Contractor agrees to physically and electronically destroy any residual Agency-owned data, regardless of format, and any other storage media or areas containing such information. Contractor agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data.

**W. PATENT OR COPYRIGHT PROTECTION**

The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the Agency for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

**X. PREFERENTIAL**

All contractors and suppliers wishing to be certified as a resident for purposes of receiving preference shall complete and submit the documents and affidavit(s) required by Labor Standards, a program within the Agency of Workforce Services. No residency preference shall be granted to any contractor or supplier who has not been certified as a resident by Labor Standards. No residency preference shall be granted to any contractor who has not participated in the prevailing wage survey as required by W.S. 27-4-405(a). Prevailing wage survey participation is not required to qualify as a resident supplier.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by the competitors outside of the state. When applicable, a percentile preferential will be accomplished or allowed in the following manner. W.S. 16-6-101 through 16-6-107.



**X. PREFERENTIAL (CONTINUED)**

- i. Preferential of five percent (5%) will be applied for materials, supplies, agricultural products, equipment, machinery and provisions manufactured or grown in Wyoming, or supplied by a resident of the state, quality being equal to articles offered by competitors outside the State of Wyoming. The preferential, when applied, will be accomplished by adding the determined percentage to the total bid price of the non-resident bidder.
- ii. A preferential of ten percent (10%) will be applied for any public printing done within the State of Wyoming provided the printer either owns, operates and/or maintains an establishment that does at least seventy-five percent (75%) of the contract on the premises. W.S. 16-6-301.
- iii. Preference will be given Wyoming contractors for any contractual services. The contract shall be let to the responsible resident making the lowest bid, if such resident's bid is not more than five percent (5%) higher than that of the lowest responsible non-resident bidder.
- iv. Expenditures or contracts involving Federal Funds are subject to Federal Rules and Regulations. Under these conditions, a percentage differential will not be allowed. W.S. 16-6-108.

**Y. PREPARATION OF BIDS**

Bidders are expected to examine any drawings, specifications, schedules and instructions included in the bid package. Failure to do so will be at the bidder's risk.

In case of error in the extension of prices in the bid Proposal, **the UNIT PRICE will govern. UNIT PRICE** shown must be **NET**.

**Z. PUBLICITY**

Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Contractor, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval from the Agency.

**AA. SEVERABILITY**

Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

**BB. SOVEREIGN IMMUNITY**

Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and specifically retain all immunities and defenses available to them as sovereigns. 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 Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

**CC. TAXES**

Direct purchases of materials by the State of Wyoming are exempt from Wyoming Sales or Use Tax. The bidder certifies that no Federal, State, County or Municipal tax will be added to the price shown on the Proposal. The Contractor 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.

**DD. TERMINATION OF CONTRACT**

This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.

If at any time during the performance of this Contract, in the opinion of the Agency, the deliverables are not being supplied within the terms of this Contract, then at the discretion of the Agency and after written notice to the Contractor, the Agency may terminate this Contract or any part of it. As of the termination date, the Contractor will be entitled to a pro rata payment for all deliverables supplied and accepted by the Agency; however, the Contractor shall be liable to the Agency for the entire cost of replacement deliverables for the duration of the Contract term.

Failure of the bidder to furnish the materials, supplies, equipment, printing, services, and construction from a bid in which an award was made, shall eliminate the bidder from the active bidder's list for a minimum of one year.

**EE. 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 Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

**FF. TIME IS OF THE ESSENCE**

Time is of the essence in all provisions of this Contract.

**GG. TITLES NOT CONTROLLING**

Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.

**HH. TRADE NAME PROVISIONS**

When items within the bid are identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless indicated hereon.

**HH. TRADE NAME PROVISIONS (CONTINUED)**

The use of trade names by the Agency is intended to be descriptive but not restrictive and only to establish a standard for articles that will be satisfactory. Requests for approval of equals shall comply with the following: Only written requests received by the Project Representative ten (10) days prior to the bid opening will be considered. Each such request shall include the name of the materials or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Project Representative's decision of the approval or disapproval of a proposed substitution shall be final.

**Specifications or descriptive literature must be forwarded with the bid on proposed "equals".**

The Procurement Services Manager reserves the right to approve or reject any proposed "equals" that are a variation from Department specifications or requirements.

**II. WAIVER**

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

**JJ. WARRANTY**

Warranties shall be Standard Manufacturer's Warranty unless otherwise specified in the bid documents.

**3. QUALIFICATION OF BIDDERS**

A bidder, in submitting a Proposal, thereby represents that he is fully qualified, properly licensed, staffed and equipped to properly perform the work in accordance with all applicable laws and local ordinances having jurisdiction.

Questions concerning this Invitation to Bid should be posted on Public Purchase.

Bid Results will be posted on WYDOT's website at the following web address:  
[http://www.dot.state.wy.us/home/business\\_with\\_wydot/purchasing/bid\\_results.html](http://www.dot.state.wy.us/home/business_with_wydot/purchasing/bid_results.html)

Darin Westby  
Interim Director

*Nicholas Gronski*

By:  
Nicholas Gronski  
Procurement Services Manager

**WYOMING DEPARTMENT OF TRANSPORTATION  
PROPOSAL  
ANTI-ICERS/DEICERS**

**June 14, 2023  
Page 1 of 6  
Bid No. 23-196RC**

**PROPOSAL**

We the undersigned agree to provide and deliver **LIQUID and SOLID Anti-icers/Deicers**, as specified herein, at designated shipping points shown below, **transportation charges prepaid**, at the prices set forth in the schedule below, in accordance with the Invitation to Bid, Special Provisions and Standard Specifications dated June 14, 2023.

*District 1*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 1	7,000	Gal	Laramie	\$0.95	\$6,625.88 <del>6,650.00</del>
Category 1	21,000	Gal	Cheyenne	\$0.99	\$20,758.78 <del>20,790.00</del>
Category 1	21,000	Gal	Harriman*	\$0.98	\$20,562.97 <del>20,580.00</del>
Category 1	7,000	Gal	Rawlins	\$0.85	\$5,973.18 <del>5,950.00</del>

\*Deliver to Harriman I-80, Milepost 343.5 eastbound lane, south side.

**Grand Total \$ 53,920.81 ~~53,970.00~~**

*District 1*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 2	1,500	Ton	Cheyenne	\$140.53	\$210,793.13 <del>210,795.00</del>
Category 2	500	Ton	Harriman*	\$137.68	\$68,841.25 <del>68,840.00</del>
Category 2	200	Ton	Pine Bluffs	\$148.12	\$29,623.75 <del>29,624.00</del>
Category 2	200	Ton	Rock River (Arlington Yard)**	\$127.25	\$25,449.25 <del>25,450.00</del>
Category 2	200	Ton	Elk Mountain	\$124.40	\$24,880.00 ✓
Category 2	200	Ton	Rawlins***	\$113.02	\$22,603.00 <del>22,604.00</del>

\*Deliver to Harriman I-80, Milepost 343.5 eastbound lane, south side.

\*\*Deliver to Arlington Yard WY-13 MP 16.89

\*\*\*Deliver to Rawlins US 30/180 Milepost 215.35

**Grand Total \$ 382,193.00  
\$382,190.38**

*District 2*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 1	6,000	Gal	Kaycee	\$1.03	\$6,182.84 <del>6,180.00</del>

**Grand Total \$ 6,180.00  
\$6,182.84**

Dustbusters Enterprises Inc.  
(NAME OF BIDDER) (typed or printed)

Evanston, WY 82930  
(CITY, STATE & ZIP CODE)

**WYOMING DEPARTMENT OF TRANSPORTATION  
PROPOSAL  
ANTI-ICERS/DEICERS**

**June 14, 2023  
Page 2 of 6  
Bid No. 23-196RC**

*District 2*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 2	900	Ton	Casper	\$119.84	\$107,852.63 107,856.00
Category 2	140	Ton	Chugwater	\$134.32	\$18,805.33 18,804.80
Category 2	300	Ton	Douglas	\$134.32	\$40,297.13 40,296.00
Category 2	100	Ton	Lusk	\$145.71	\$14,570.88 14,571.00
Category 2	100	Ton	Midwest	\$132.43	\$13,242.63 13,243.00
Category 2	100	Ton	Torrington	\$144.76	\$14,476.00 ✓
Category 2	180	Ton	Wheatland	\$132.43	\$23,836.73 23,837.40
Category 2	35	Ton	Kaycee	\$137.17	\$4,800.95 ✓

237,885.15

**Grand Total \$** \$237,882.25

*District 3*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 1	12,000	Gal	Patrick Draw	\$0.81	\$9,698.11 9,720.00
Category 1	12,000	Gal	Wamsutter	\$0.83	\$9,921.89 9,960.00

19,680.00

**Grand Total \$** \$19,620.00

*District 3*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 2	120	Ton	Rock Springs	\$93.09	\$11,170.95 11,170.80
Category 2	900	Ton	Afton	\$96.89	\$87,197.63 87,201.00
Category 2	400	Ton	Pinedale	\$102.58	\$41,031.50 41,032.00
Category 2	200	Ton	Granger	\$86.45	\$17,290.00 ✓
Category 2	1,800	Ton	Jackson	\$110.17	\$198,303.75 198,306.00
Category 2	300	Ton	Kemmerer	\$82.66	\$24,796.50 24,798.00
Category 2	100	Ton	La Barge	\$92.14	\$9,214.25 9,214.00
Category 2	150	Ton	Patrick Draw	\$99.73	\$14,959.88 14,959.50
Category 2	150	Ton	Wamsutter	\$105.43	\$15,813.75 15,814.50

419,785.80

**Grand Total \$** \$419,778.20

Dustbusters Enterprises Inc.  
(NAME OF BIDDER) (typed or printed)

Evanston, WY 82930  
(CITY, STATE & ZIP CODE)

*District 4*

No Category 1 Material Required in Dist. 4

*District 4*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 2	70	Ton	Dayton	\$152.86	\$10,700.38 10,700 20
Category 2	70	Ton	Buffalo	\$156.66	\$10,966.03 10,966 20
Category 2	250	Ton	Gillette	\$158.56	\$39,638.75 39,640 00
Category 2	70	Ton	Moorcroft	\$164.25	\$11,497.33 11,497 50
Category 2	70	Ton	Reno Junction	\$152.86	\$10,700.38 10,700 20
Category 2	100	Ton	Newcastle	\$166.15	\$16,614.50 16,615 00
Category 2	200	Ton	Sundance	\$169.94	\$33,988.00 ✓

134,107.10  
**Grand Total \$** \$134,105.35

*District 5*

No Category 1 Material Required in District 5

*District 5*

<i>PRODUCT</i>	<i>EST. VOLUME</i>	<i>UNIT</i>	<i>DELIVERY POINT</i>	<i>UNIT PRICE</i>	<i>TOTAL</i>
Category 2	40	Ton	Basin	\$132.68	\$5,307.30 5,307 20
Category 2	110	Ton	Cody	\$136.48	\$15,012.53 15,012 80
Category 2	75	Ton	Dubois	\$120.35	\$9,026.16 9,026 25
Category 2	110	Ton	Lander	\$106.12	\$11,672.93 11,673 20
Category 2	115	Ton	Lovell	\$140.27	\$16,131.34 16,131 05
Category 2	75	Ton	Meeteetse	\$130.79	\$9,808.88 9,809 25
Category 2	75	Ton	Shoshoni	\$114.66	\$8,599.22 8,599 50
Category 2	75	Ton	Riverton	\$109.91	\$8,243.44 8,243 25
Category 2	40	Ton	Ten Sleep	\$134.58	\$5,383.20 ✓

89,185.70  
**Grand Total \$** \$89,184.98

Dustbusters Enterprises Inc.  
 (NAME OF BIDDER) (typed or printed)

Evanston, WY 82930  
 (CITY, STATE & ZIP CODE)

DELIVERY FOR: PLEASE NOTE SECTION 13 OF SPECIAL PROVISIONS					
PRODUCT	DELIVERY POINT	VOLUME	UNIT	TO BE FILLED IN BY BIDDER	
				UNIT PRICE	TOTAL
CATEGORY 2	CITY OF CASPER 1800 EAST K ST. CASPER, WY 82601  SHAD RODGERS (307) 235-8415	3,000	TONS	\$119.84	\$359,508.75  <b>359,520.00</b>

Trucks (single or tandem axle), conveyer or belt trailers (also known as “Live Bottom” or “Walking Floor”) are to be used for Category 2 material transport to any delivery point in all districts. Delivery using other forms of trailers (i.e. belly or side dump), and/or pup trailers will result in rejection of the load.

**ADDENDA ACKNOWLEDGEMENT**

ADDENDA, DATED None,  
 WAS RECEIVED BY \_\_\_\_\_ ON \_\_\_\_\_.

**PROPOSAL GUARANTY (MUST BE IN THE AMOUNT OF 10%)**

BID BOND NO. 23-196RC IN THE AMOUNT OF \$ 10% of Amount Bid ✓ (10%)  
 ISSUED BY AMCO Insurance Company AGENCY  
 REPRESENTING Nationwide Mutual Insurance Company INSURANCE COMPANY

- OR -

CHECK NO. \_\_\_\_\_ IN THE AMOUNT OF \$ \_\_\_\_\_ (10%)  
 DRAWN ON THE \_\_\_\_\_ BANK OF \_\_\_\_\_.

Dustbusters Enterprises Inc.  
 (NAME OF BIDDER) (typed or printed)

Evanston, WY 82930  
 (CITY, STATE & ZIP CODE)

WYOMING DEPARTMENT OF TRANSPORTATION  
PROPOSAL  
ANTI-ICERS/DEICERS

June 14, 2023  
Page 5 of 6  
Bid No. 23-196RC

Date 7/18/2023

1. In compliance with the above and subject to all conditions hereof, the undersigned offers and agrees, if this bid is accepted by the Wyoming Transportation Commission at its meeting of August 19, 2021 to furnish LIQUID/SOLID ANTI-ICERS/DEICERS to any or all of the delivery points quoted, at the price set opposite each delivery point and will make delivery immediately upon receipt of orders.
2. The undersigned also agrees to make delivery within **10 business days after receipt of orders** during the contract period. The bidder hereby certifies that all prices are **F.O.B. Destination, transportation charges prepaid**, for all shipments.
3. The bidder certifies that the prices quoted are exclusive of any federal, state, county or municipal tax from which the State shall be exempt; and that no federal, state, county or municipal tax will be added to any of the prices for deliveries made on the contract executed hereunder.
4. TERMS: NET 45 (Wyoming Statute §16-6-602)
5. The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Wyoming laws.
6. The bidder hereby acknowledges that bidder has read and understands the terms and conditions as stated and agrees to be bound by them. No modification or deletion of, or addition to these terms and conditions shall be binding to either party unless made in writing and signed by an authorized representative of both parties, prior to consideration of award.
7. Bidder certifies that he has carefully examined the Invitation to Bid, Special Provisions and Specifications covering the items included in this Proposal and understands the conditions under which the items must be furnished.
8. By signing below, the participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with 2 CFR part 180.
9. Do you claim preference as a Wyoming Resident Bidder as specified in Wyoming State Statutes 16-6-101 through 16-6-121 or 16-6-301? YES  NO  (if yes, provide Certificate of Residency)

Dustbusters Enterprises Inc.  
NAME OF BIDDER

307-789-3878  
PHONE NUMBER

65 Rail Center  
P.O. BOX/STREET

Nathan Prete - Vice President  
AUTHORIZED REPRESENTATIVE

Evanston, WY 82930  
CITY, STATE & ZIP CODE

*Nathan Prete* ✓  
SIGNATURE (REQUIRED)

nathan@dustbustersinc.com  
EMAIL ADDRESS



**WYOMING DEPARTMENT OF TRANSPORTATION  
PROPOSAL  
ANTI-ICERS/DEICERS**

**June 14, 2023  
Page 6 of 6  
Bid No. 23-196RC**

The following information is to be supplied by the bidder and returned with proposal (if applicable).

1. The designated Category 1 product being bid is sold under the brand name of

✓ FreezGard CI Plus CR QPL Category 1

2. The designated Category 1 product is manufactured by

Compass Minerals

3. This product will contain 30 percent magnesium chloride.

4. This product weight 10.8 pounds per gallon at the percentage indicated above.

5. This product can be stored for 30 days at 0 degrees Fahrenheit or warmer without precipitating out solids in excess of 0.3% by weight, and No X, Some \_\_\_\_\_, Moderate \_\_\_\_\_, or High \_\_\_\_\_ agitation or re-circulation is required to prevent stratification.

6. The designated Category 2 product being bid is sold under the brand name of

✓ IceKicker CR QPL Category 4c

7. The designated Category 2 product is manufactured by

✓ Saltworx

8. Vendor Representatives .

Name/location Nathan Prete Telephone No. 307-789-3878  
(Contract Rep)

Name/location Nathan Prete Telephone No. 307-789-3878  
(Technical Rep.)

9. Truck Capacity - Category 1 - 6,600 gallons, Category 2 - 36 tons.

Nathan Prete  
(NAME OF BIDDER) (typed or printed)

Evanston, WY 82930  
(CITY, STATE & ZIP CODE)

RESOLUTION NO. 23-232

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DUSTBUSTERS ENTERPRISES INC., FOR THE 2023-2024 STREET ICE SLICER PROCUREMENT, PROJECT NO. 23-036.

WHEREAS, the City is undertaking a project that requires professional services to provide and deliver Solid Anti-Icer/Deicer to the Casper Streets Division; and,

WHEREAS, Dustbusters Enterprises Inc. (DEI), represents that it is ready, willing, and able to provide the services as required by the Contract between DEI and the City; and,

WHEREAS, the City desires to retain DEI to furnish the required services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with DEI for the work.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed Three Hundred Fifty-Nine Thousand Five Hundred Twenty and 00/100 Dollars (\$359,520.00).

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_


ATTEST:

\_\_\_\_\_  
Fleur Tremel  
City Clerk

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
Ray Pacheco  
Mayor

September 21, 2023

**MEMO TO:** J. Carter Napier, City Manager 

**FROM:** Zulima Lopez, Parks, Recreation, & Public Facilities Director

**SUBJECT:** Acceptance of a Grant from the Wyoming Department of State Parks and Cultural Resources for the Washington Park Revival Phase I Project

**Meeting Type & Date**

Regular Council Meeting  
October 3, 2023

**Action type**

Resolution

**Recommendation**

That Council, by Resolution, accept a grant for Land and Water Conservation Funds in the amount of Five Hundred Seventy Thousand Nine Hundred Sixty-Three Dollars and Fifty-Three Cents (\$570,963.53) from the Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails, for the Washington Park Revival Phase I Project.

**Summary**

On November 15, 2022, City Council approved, by Resolution, submittal of a Land and Water Conservation Fund (LWCF) grant for improvements at Washington Park. As a part of the grant application process and in following council goals regarding public engagement, a public survey was deployed and two public meetings were held to discuss the proposed improvements at Washington Park. In general, participants expressed overwhelming support for enhancements at the park, and there was not strong opposition to any of the recommended improvements. Among the highest ranked priorities identified by the public in both meetings and the survey were:

- Adding permanent restrooms
- Adding pickle ball courts
- Reconstructing tennis courts
- Renovating the bandshell
- Improving the pool/aquatics offerings
- Improving parking

Given the public feedback, on-hand or committed funding, and the anticipated construction timeline, staff recommended that the Washington Park Revival Project be phased as follows:

- Phase I – Baseball lighting replacements, tennis court reconstruction/expansion, pickleball court construction, parking improvements, ADA restrooms
- Phase II – Pool/aquatics improvements, bandshell renovation, pathway/trail improvements, park lighting

- Phase III – Inclusive playgrounds, fully inclusive restrooms (if not achieved in Phase I), remaining baseball field enhancements, and other miscellaneous improvements supported by Casper citizens

The LWCF application was submitted for a Phase I project, as described above, totaling nearly Two Million Dollars (\$2M) with more than Nine Hundred Seventy-Five Thousand (\$975,000) in requested grant funding. In February 2023, the City was notified that we were recommended for funding in the amount of Five Hundred Seventy Thousand Nine Hundred Sixty-Three Dollars and Fifty-Three Cents (\$570,963.53). Staff was asked to modify the original grant scope of work to fit within the recommended funding. In order to adequately reduce the project scope, while still achieving most of the goals in Phase I, the tennis court construction was removed from the project. Baseball lighting replacements, pickleball court construction, ADA bathrooms and the addition of ADA parking adjacent to the bathrooms will still be accomplished in the Phase I project. The grant agreement requires that work shall not begin until a Notice to Proceed is received, and all work shall be completed by August 31, 2026.

### **Financial Considerations**

The LWCF is a matching grant program based upon a 50% reimbursement of the total cost of the project. Match funds can be cash, in-kind, or non-federal grants. While the budget amounts may be adjusted between lines as needed, the federal share may not exceed 50% of actual expenditures. Cash match has been budgeted in FY24 through One Cent #16 funds allocated to parks. Staff is estimated to provide just over Sixteen Thousand Dollars (\$16,000) in in-kind services related to the project.

### **Oversight/Project Responsibility**

Zulima Lopez, Parks, Recreation, & Public Facilities Director  
Randy Norvelle, Parks Manager  
Paul Zowada, Recreation Supervisor – Sports and Athletics  
City of Casper Engineering Division

### **Attachments**

Agreement  
Resolution

**FAIN # P22AP01510**  
**LWCF # 56-00958**  
**CFDA # 15.916**  
**Agency UEI # JK2SHLNHDBZ4**  
**Subrecipient UEI # HXH4C4Y14JR5**

**GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS  
BETWEEN THE STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND  
CULTURAL RESOURCES, DIVISION OF STATE PARKS,  
HISTORIC SITES AND TRAILS AND  
CITY OF CASPER**

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails (Agency), whose address is: 2301 Central Avenue, Barrett Bldg., 4<sup>th</sup> Floor, Cheyenne, Wyoming 82002, and the City of Casper (Subrecipient), whose address is: 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Grant Agreement.** The purpose of this Grant Agreement is to set forth the terms and conditions by which the Agency shall provide federal Land and Water Conservation Fund Grant (LWCF) funds to the Subrecipient and the Subrecipient shall undertake and complete all materials, projects and services described in Attachment A, Statement of Work: 56-00958 Washington Park Revival: Phase I (Project), which is attached to and incorporated into this Grant Agreement by this reference. Performance by Subrecipient of the requirements of this Grant Agreement and compliance with all LWCF program rules and regulations is a condition to Subrecipient's receipt of monies hereunder.
3. **Term of Grant Agreement.** This Grant Agreement is effective when all parties have executed it (Effective Date). The term of the Grant Agreement is from the Effective Date through August 31, 2026. All services must be completed during this term and may not begin until a Notice to Proceed is received. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.
4. **Payment.**
  - A. The Agency agrees to reimburse the Subrecipient for the services described in Section 6 below and in Attachment A. Total reimbursement under this Grant Agreement shall not exceed five hundred seventy thousand nine hundred sixty three dollars and fifty three cents thousand dollars (\$570,963.53). Payment shall be made in accordance with the budget set forth in Attachment A. The Subrecipient shall submit Reimbursement Requests using the required reimbursement form, an example of which is attached and incorporated herein as Attachment B, which is attached to and incorporated into this Grant Agreement by this reference, after work has been completed. Payment shall be made within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit

invoices in sufficient detail to ensure that payments may be made in conformance with this Grant Agreement.

- B. No payment shall be made for work performed before the Effective Date of this Grant Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. Except as otherwise provided in this Grant Agreement, the Subrecipient shall pay all costs and expenses, including travel, incurred by Subrecipient or on its behalf in connection with Subrecipient's performance and compliance with all of Subrecipient's obligations under this Grant Agreement.

**5. Principal Contacts.**

- A. Agency: Janet Jares, Grants Specialist, or designee  
2301 Central Avenue, Barrett Building, 4<sup>th</sup> Floor  
Cheyenne, Wyoming 82002, 307-256-1047  
Janet.Jares1@wyo.gov
- B. Subrecipient: Project Manager  
Zulima Lopez, Parks, Recreation and Public Facilities Director  
or designee  
200 North David Street, Casper, Wyoming 82601.  
307-235-8361, zlopez@casperwy.gov

**6. Responsibilities of Subrecipient.**

- A. The Subrecipient agrees and warrants that it owns, in fee simple, the property upon which the Project is to be located.
- B. The Subrecipient by this Grant Agreement does hereby dedicate, in perpetuity, the Project and the real estate upon which the Project is located, as described in Attachment A and Attachment C, Maps, which is attached to and incorporated into this Grant Agreement by this reference, to the use and benefit of the public for purposes of outdoor recreation. Subrecipient further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the Agency.
- C. The Subrecipient agrees and warrants that prior approval in writing shall be obtained from the Agency with respect to alteration or conversion of use, in part or total, of the facility or of the real estate described in Attachment A and Attachment C.

- D.** The Subrecipient agrees and warrants that applicable federal laws with respect to barrier free access have been complied with in the design and function of the facility as described in Attachment A.
- E.** The Subrecipient agrees to cover at least fifty percent (50%) of the total cost of the acquisition and development of the Project, said percentage determined by the Agency, depending on the amount of federal funds made available to the Agency. The Subrecipient shall pay in full all of the costs of the acquisition and development of the Project and shall be reimbursed not more than fifty percent (50%) of the total cost.
- F.** The Subrecipient agrees and warrants that it will maintain and operate said Project and the real estate in perpetuity. Property management standards set forth in 2 C.F.R. §§ 200.310 through 200.316 apply to this Agreement into perpetuity.
- G.** The Subrecipient agrees to acquire, develop, and maintain the Project in strict accordance with the LWCF guidelines, rules and regulations as are set out in the LWCF Federal Assistance Manual Volume 71, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, which is incorporated into this Grant Agreement by this reference.
- H.** The Subrecipient agrees to establish and maintain a separate Project account, either independently or within its existing accounting system, identifiable as the Project account. All charges to the Project account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail how the charge is allowable, allocable and reasonable, in accordance with the rules and regulations of the LWCF guidelines.
- I.** The Subrecipient agrees to establish a Project file system in which all checks, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified with grant number and readily accessible. All of the above-mentioned documents, including reimbursement request packages and inspection reports, shall be kept in the Project file and available for review at any time.
- J.** Subrecipient agrees to retain for a period of three (3) years after final payment all records related to the Project which are required to be retained pursuant to this Grant Agreement or the LWCF program rules and regulations. Prior to closeout all copies of significant maps and records shall be submitted to the Agency for retention in perpetuity in compliance with Section 6 (f) (3) of the Land and Water Conservation Fund Act of 1965. Should the Subrecipient need to dispose of records the Subrecipient shall gain permission from the Agency prior to taking any action.
- K.** The Subrecipient agrees to complete the Project as described in Attachment A.

- L. The Subrecipient agrees to comply with Attachment D, Buy America Requirements, which is attached to and incorporated into this Grant Agreement by this reference.

7. **Responsibilities of Agency.** The Agency agrees to:

- A. Secure funding from the National Park Service, as provided in the LWCF guidelines and as are made available by the Federal Government, for the Project and pay Subrecipient in accordance with Section 4 above.
- B. Pay Subrecipient in accordance with Section 4 above.
- C. Retain all records related to the Project as set forth in this Grant Agreement and all applicable LWCF program rules and regulations.

8. **Special Provisions.**

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** Subrecipient agrees all activities under this Grant 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.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Grant Agreement may be terminated without penalty if a private entity that receives funds under this Grant 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.
- D. **Kickbacks.** Subrecipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Grant 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.

- E. Limitations on Lobbying Activities.** By signing this Grant Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Grant Agreement that are performed by Subrecipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Grant Agreement; and to observe personnel in every phase of performance of Grant Agreement related work.
- G. Nondiscrimination.** The Subrecipient 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 Grant Agreement.
- Federal law requires the Subrecipient to include all relevant special provisions of this Grant Agreement in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Grant Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Grant Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant

Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Grant Agreement.

- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; Land and Water Conservation Fund 36 C.F.R. Part 59; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Grant Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Grant Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Grant Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Grant Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.
- N. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant Agreement.
- O. Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Grant Agreement must be used to increase the scope of the program or returned to Agency.

## 9. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Grant Agreement which are mutually agreed upon by the parties to this Grant Agreement shall be incorporated by written instrument, executed by all parties to this Grant Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Grant 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 Grant Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Grant 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 Grant Agreement without the prior written consent of the other party. The Subrecipient shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Grant Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Grant Agreement, the Grant Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Contracts.** The Agency may award supplemental or successor contracts for work related to this Grant Agreement or may award contracts to other

contractors for work related to this Grant Agreement. The Subrecipient shall cooperate fully with other contractors and the Agency in all such cases.

- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Grant Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Grant Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Grant Agreement.** This Grant Agreement, consisting of thirteen (13) pages; Attachment A, Statement of Work: 56-00958 Washington Park Revival: Phase I, consisting of three (3) pages; Attachment B, Reimbursement Request, consisting of two (2) pages; Attachment C, Maps, consisting of three (3) pages; Attachment D, Buy America Requirements, consisting of three (3) pages; and the LWCF Federal Assistance Manual Volume 71, consisting of one hundred twenty three (123) pages, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, represent the entire and integrated Grant 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 Grant Agreement and the language of any attachment or document incorporated by reference, the language of this Grant Agreement shall control.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. Any extension of this Grant 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 Grant Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement.
- L. Force Majeure.** Neither party shall be liable for failure to perform under this Grant Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods,

epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- M. Indemnification.** Each party to this Grant Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- N. Independent Contractor.** The Subrecipient shall function as an independent contractor for the purposes of this Grant Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Grant Agreement, the Subrecipient shall be free from control or direction over the details of the performance of services under this Grant Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this Grant Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing the Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this Grant Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Grant Agreement.
- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Grant Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format.
- Q. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its subcontractors will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.

- R. Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Grant Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Grant Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. 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 Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Grant Agreement.** This Grant Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Grant Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Grant Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Grant Agreement.

- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Grant Agreement.
- Z. Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- AA. Counterparts.** This Grant 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 Grant Agreement. Delivery by the Subrecipient of an originally signed counterpart of this Grant Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The Subrecipient's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Grant Agreement by the Agency.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

**10. Signatures.** The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it. The parties to this Grant Agreement, either personally or through their duly authorized representatives, have executed this Grant Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Grant Agreement.

The Effective Date of this Grant Agreement is the date of the signature last affixed to this page.

**AGENCY:**

State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails

\_\_\_\_\_  
Dave Glenn, Acting Director

\_\_\_\_\_  
Date

**SUBRECIPIENT:**

City of Casper

\_\_\_\_\_  
Ray Pacheco, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attestation: Fleur Tremel, City Clerk

\_\_\_\_\_  
Date



**SUBRECIPIENT: APPROVAL AS TO FORM**

City of Casper

DocuSigned by:

*Wallace Trembath*

711E56C840E24B1...

Wallace Trembath, Deputy City Attorney

September 28, 2023

Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

DocuSigned by:

*Jodi A. Darrough*

234224

742B21C3AF01486...

Megan Pope, Senior Assistant Attorney General

September 28, 2023

Date

**Attachment A: Statement of Work**  
56-00958 Washington Park Revival: Phase I

**A. Background:**

Established in 1929, Casper's Washington Park's developments have not been replaced or added for many years. The City of Casper will begin a multi-phase effort to revitalize the park to support inclusion, address immediate safety issues, and implement recreational improvements and upgrades. Phase I will address amenities in the most north section of the park.

**Administrative Requirements:**

1. Provide documentation of adherence to 2 C.F.R. §200.92 Subaward, 200.101 Applicability, and 200.331 Requirements for passthrough entities. A form for this purpose is available.
2. Provide documentation that consultants, procurement, purchases, and all contracted work were acquired in accordance with 2 C.F.R. §§200.318-200.320. A form for this purpose is available upon request.
3. Prior approval is required in the case of any budget or program revisions in accordance with 2 C.F.R. §200.308. Budget line amounts may exceed the amounts specified. Total reimbursements will not exceed the amount stated in the Agreement.
4. This Agreement is subject to 2 C.F.R. §200.322 Domestic preferences for procurements.
5. Wyoming preference is not applicable for bidding processes or contracts in conjunction with this Agreement.

**B. Scope of Work:**

1. Renovate the existing restrooms to include ADA accessibility and family friendly components; total renovation is 700 square feet between the two restrooms
2. Improve parking in the north section of the park to include three new ADA spaces adjacent to the tennis courts and bathroom building, where no ADA spaces currently exist
3. Install a transit bus stop
4. Replace eight existing baseball light poles with six new pole/light fixtures for improved field lighting, reduced night light pollution and spill lighting onto neighboring properties, and improved energy efficiency
5. Repair tennis courts for safer playability until new courts can be constructed in a subsequent project phase
6. Construct 8 new pickleball courts
7. Provide engineering and design
8. Provide a stamped inspection certificate for the project
9. Install a Land and Water Conservation Fund sign at the park entrance.

10. A final LWCF Recreation Area Boundary Map, similar to the map presented in Attachment C, shall be confirmed and a copy signed by the Agency's designee shall be placed in the Recipient's files.
11. Provide progress reports annually during the months of March and August, one report ninety (90) days following the Effective Date and a final report within thirty (30) days of completing the project.

### C. Property Description:

Casper's Washington Park's 27 acres were set aside for perpetual outdoor recreation with LWC grants 56-00033, 56-00261, and 56-00349. The property is located at 951 S. Jefferson Street, Casper, Wyoming, approximate longitude and latitude of 42.8401602, -106.3156189.

### D. Budget

Reimbursements shall be made based upon the following cost elements (Description) and completion of the Agreement and this Statement of Work. The budget amounts may be adjusted between line items. Federal Share may not exceed 50% of actual expenditures.

(A)	(B) DESCRIPTION	(C) Total Cost	(D) Federal Share	(E) Cash Match	(F) In-Kind Match
1	Baseball lighting replacement by contractor	\$360,000.00	\$14,596.48	\$345,403.52	\$0.00
2	Consultant design, bidding, and construction administration	\$40,000.00	\$27,617.84	\$12,382.16	\$0.00
3	Tree & Shrub removal	\$12,244.35	\$0.00	\$4,103.15	\$8,141.20
4	Identify the appropriate location and install a new transit bus stop	\$4,984.63	\$2,493.21	\$2,491.41	\$0.00
5	Repair existing tennis courts to improve playability	\$3,843.68	\$0.00	\$3,460.28	\$383.40
6	Remove tennis court nets and fencing for pickleball court construction	\$11,853.63	\$0.00	\$6,154.73	\$5,698.90
7	Asbestos abatement in entire restroom building	\$35,700.00	\$35,700.00	\$0.00	\$0.00
8	Demo deteriorated concrete around bathrooms	\$3,356.25	\$0.00	\$1,289.53	\$2,066.72
9	Full restroom remodel	\$210,516.00	\$89,356.00	\$121,160.00	\$0.00
10	Install new ADA compliant access walkways to restrooms	\$19,200.00	\$19,200.00	\$0.00	\$0.00
11	Construct 8 post-tension concrete pickleball courts from 2 existing tennis courts	\$440,000.00	\$382,000.00	\$58,000.00	\$0.00
12	Stripe parking (In front of remaining tennis court and bathroom)	\$228.52	\$0.00	\$154.20	\$74.33
	<b>Grand Total</b>	<b>\$1,141,927.06</b>	<b>\$570,963.53</b>	<b>\$554,598.98</b>	<b>\$16,364.55</b>

50%

\$570,963.53

**LAND AND WATER CONSERVATION FUND (LWCF)  
FEDERAL PROTECTION FOR OUTDOOR RECREATION**

**This document (or one similar) and the ASLO signed LWCF Boundary Map must be recorded with the property deed upon close-out.** Please reference Wyoming State Statute 18-3-402 (a)(xii) for filing information.

The property indicated on the attached Boundary Map was acquired and/or developed with a grant from the Federal Land and Water Conservation Fund (LWCF) Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 56 U.S.C. §2003). This grant program is administered at the federal level by the U.S. Department of the Interior National Park Service (NPS) and at the State level by the Wyoming Department of State Parks and Cultural Resources (SPCR). Grants are generally made to local units of government to acquire or develop local parks. The recipient agency is identified on the LWCF Boundary Map.

The *Land and Water Conservation Fund Act of 1965* (Public Law 88-578; 78 Stat. 897) Section 6(f)(3) states that property acquired or developed with LWCF assistance **shall be retained and used for public outdoor recreation in perpetuity**. Any property so acquired or developed shall not be wholly or partly converted to other than public outdoor recreation uses without the pre-approval of SPCR and the U.S. Department of the Interior. The Department of the Interior has the ultimate authority to disapprove conversion requests and/or reject proposed property substitutions.

Conversions generally occur in the following situations:

1. Property interests are conveyed for non-public outdoor recreation uses.
2. Non-outdoor recreation uses (public or private) are made of all or part of the project area.
3. Indoor recreation facilities, which do not support facilities for outdoor recreation, are developed within the park.
4. Public outdoor recreation use of the property is terminated.

Examples of typical conversions are new public thoroughfares, utility lines, indoor recreation facilities (community centers, swimming pools, etc.), other civic structures (fire stations, schools, libraries, fairgrounds, town halls, etc.); and the introduction of exclusive (nonpublic) uses.

If a conversion cannot be avoided, the project sponsor will be held responsible to see that real property of equivalent value, usefulness and location are provided to replace that converted at the park site as indicated on the attached map. Repayment of the grant funds or the provision of replacement facilities is not an acceptable form of mitigation.

LWCF regulations also specify that all future utilities constructed or renovated on the site must be installed underground. Future utility lines in and near the project area require approval prior to their construction.

The provisions of the *LWCF Act* apply in perpetuity and thus continue with the land even after any LWCF assisted facilities have served their useful lives and been discontinued.

Proposed conversions must receive advance approval from SPCR and the U.S. Department of the Interior. Replacement property must receive federal approval prior to its acquisition. Conversion requests involve specific detailed documentation. Please contact SPCR to obtain further information regarding a conversion. The Agency's contact is:

Louisa Lopez, Recreation Grants Manager  
Wyoming Department of State Parks and Cultural Resources  
2301 Central Avenue, Barrett Bldg., 4th Fl. - Cheyenne, WY 82002  
Phone: 307-777-6491      Email: [louisa.lopez@wyo.gov](mailto:louisa.lopez@wyo.gov)

## LWCF Reimbursement Request

(This form must accompany your next billing along with proper documentation.)

	Check One		
Billing Number <input style="width: 50px;" type="text" value="1"/>	Partial Billing <input style="width: 50px;" type="text"/>	Final Billing <input style="width: 50px;" type="text"/>	

**PROJECT NAME:** Washington Park Revival: Phase I  
**PROJECT SPONSOR:** City of Casper **EIN NUMBER:**  
**PROJECT NUMBER:** 56-00958 **PROJECT PERIOD:** Oct 1, 2023 - Aug 31, 2026

**PERIOD COVERED BY THIS BILLING:** From  To

ELEMENTS OF COST		ESTIMATED COSTS	PREVIOUS BILLINGS	AMOUNT THIS BILLING
1	Baseball lighting replacement by contractor	\$0.00		
2	Consultant design, bidding, and construction administration	\$0.00		
3	Tree & Shrub removal	\$0.00		
4	Identify the appropriate location and install a new transit bus stop	\$0.00		
5	Repair existing tennis courts to improve playability	\$0.00		
6	Remove tennis court nets and fencing for pickleball court construction	\$0.00		
7	Asbestos abatement in entire restroom building	\$0.00		
8	Demo deteriorated concrete around bathrooms	\$0.00		
9	Full restroom remodel	\$0.00		
10	Install new ADA compliant access walkways to restrooms	\$0.00		
11	Construct 8 post-tension concrete pickleball courts from 2 existing tennis courts	\$0.00		
12	Stripe parking (In front of remaining tennis court and bathroom)	\$0.00		
13	0	\$0.00		
14	0	\$0.00		
15	0	\$0.00		
16	0	\$0.00		
17	0	\$0.00		
18	0	\$0.00		
19	0	\$0.00		
20	0	\$0.00		
21	Retainage paid to vendor			
<b>Total</b>		\$0.00	\$0.00	\$0.00
<b>Withheld for Retainage</b>		<b>total retainage to date</b>		\$0.00
<b>Total Less Retainage</b>				\$0.00
<b>AMOUNT REQUESTED (Not to exceed 50% of billing or grant total; reimbursement actual expenditures)</b>				\$0.00

<b>PERCENT OF WORK COMPLETED</b>	%	Federal Funds May Not Exceed: \$570,963.53
<b>Accomplishments to the Scope of Work this Billing Period</b>		
<b>Challenges or Changes in the Scope of Work</b>		
<b>Current Anticipated Completion Date</b>		
<b>To Be Completed by Department Staff</b>	<b>Federal Funds to Pay</b>	
Staff signature authorizing payment		

Invoices from the following vendor(s) are attached:

Vendor Name	Invoice #	Invoice Date	Invoice Total	Check #	Amt Paid to Vendor
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$
Sum			\$0.00	Attach checks front and back	\$0.00
Same as Total above			yes	Same as Total Less Retainage above	yes

I certify that this billing is correct and just and is based upon actual payment of record; that reimbursement has not been received; that the work and services are in accord with the approved project agreement including amendments thereto; and that the progress of the work and services under the project agreement is satisfactory and is consistent with the amount billed.

\_\_\_\_\_  
Signature
Date

Name and Title: \_\_\_\_\_

Grant paid to date Remaining



Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20230214  
Prepared By: Denyse Wyskup *Denyse Wyskup*



**Legend**

 **Washington Park Boundary**

**LWCF Recreational Boundary Map**

**Project #** 56-00958  
**Project Name:** Washington Park Revival  
**Location:** Washington Park  
**Address:** 951 S Jefferson St Casper, WY 82601  
**Section** 10 Township 33N Range 79W  
**Latitude:** 42.84N, **Longitude:** -106.31W

**Acres New:** NA  
**Acres Existing:** 27

**Previous LWCF:**  
56-00033 (1965-1967)  
56-00261 (1972-1973)  
56-00349 (1974-1976)

**Date:** 2/14/2023

**SLO/ASLO Signature:**  
*Luisa Lopez*

**Sponsor Signature:**  
*[Signature]*

E 6TH ST

LINCOLN AVE  
BADGER AVE

Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

Prepared Date: 20230214  
Prepared By: Denyse Wyskup



KIRK AVE  
OAKCREST AVE

E 8TH ST

LIND AVE

S JEFFERSON ST

PRINCE DR

DIVINE AVE

BONNIE BRAE AVE

S MCKINLEY ST

E 11TH ST

S MITCHELL ST

E 12TH ST

**Legend**

-  Existing Baseball Lighting Improvements
-  Existing Sewer Line
-  Existing Water Line
-  Existing Storm Line
-  Existing Parking
-  Proposed Restroom Remodel
-  Proposed Pickle Ball Court Installation
-  Phase II: Proposed Tennis Court Installation
-  Proposed Parking Installation
-  Washington Park Revival Improvement Boundary
-  Washington Park Boundary







Disclaimer: All data, information, and maps are provided without warranty or any representation of accuracy, timeliness or completeness even though the Natrona Regional Geospatial Cooperative (NRGC) has used reasonable efforts to make its data as accurate as possible. Maps and data are to be used for reference purpose only and the NRGC shall assume no liability for the use, misuse, accuracy or completeness of this information.

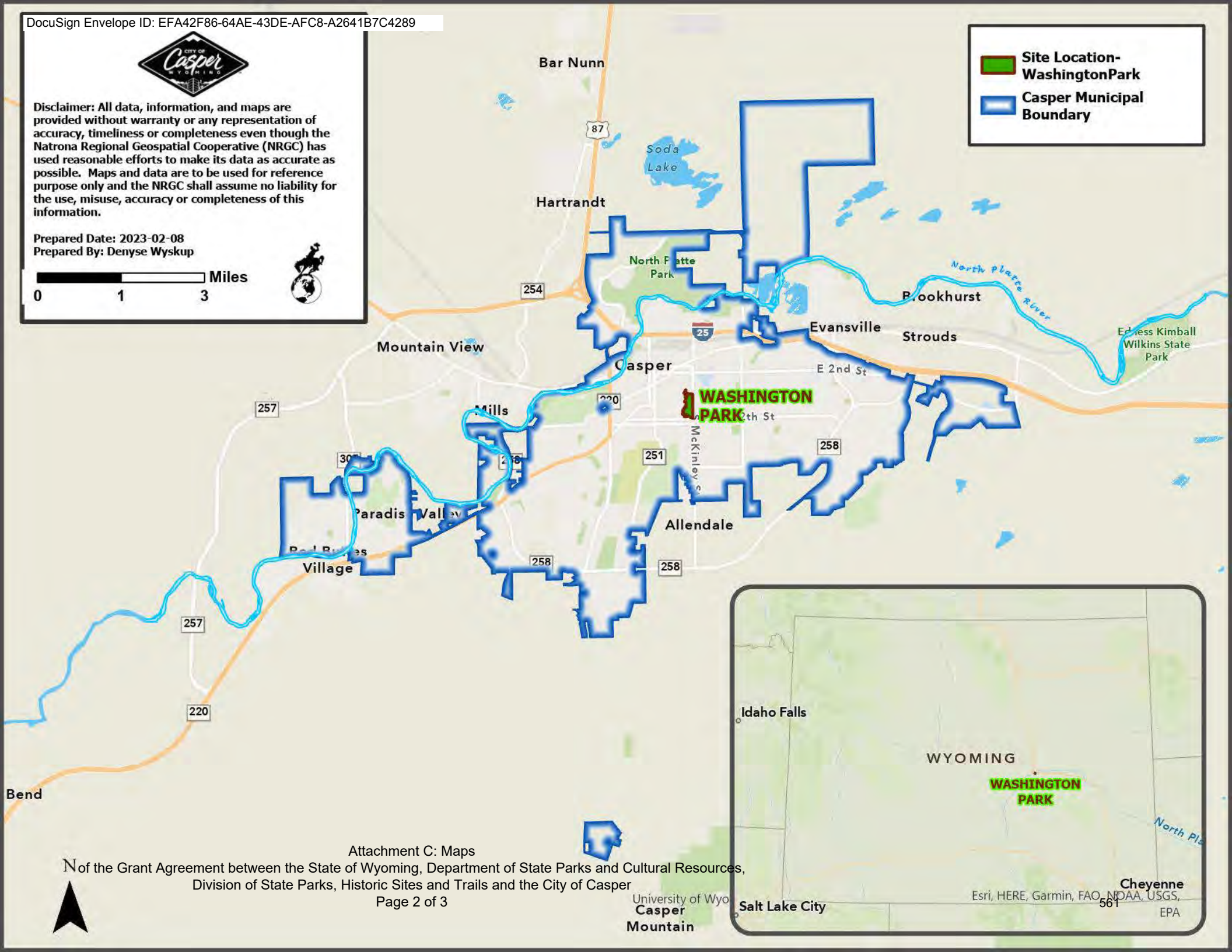
Prepared Date: 2023-02-08  
Prepared By: Denyse Wyskup

0 1 3 Miles



**Site Location- Washington Park**

**Casper Municipal Boundary**



Attachment C: Maps

North of the Grant Agreement between the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails and the City of Casper

## **Attachment D: Buy America Requirements**

### 56-00958 Washington Park Revival I

#### **A. Background:**

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, and specified in Executive Order 14005, Ensuring the Future is Made in All America by All of America's Workers, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver.

The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Grants may be covered by a Waiver to the Buy America provisions. Waivers are published here: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

#### **B. Definitions:**

1. "Construction materials" includes an article, material, or supply that is or consists primarily of:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - lumber;
  - drywall;
  - and anything that is installed, built, or purchased.
2. "Construction Materials" does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.
3. "Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; and the construction materials used in the project are produced in the United States.
4. "Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. **Infrastructure includes all amenities funded through this Agreement.**

5. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**C. Infrastructure Requirements:**

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit [www.doi.grants/BuyAmerica](http://www.doi.grants/BuyAmerica). Additional information can also be found at the White House Made in America Office website: [www.whitehouse.gov/omb/management/made-in-america/](http://www.whitehouse.gov/omb/management/made-in-america/).

**D. Waivers:**

When necessary, the Subrecipient may apply for a waiver. The waiver request must be submitted to the Agency before work begins. Waivers must then be approved by Department of the Interior (DOI) who may grant a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;

2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

Applications for waiver must be in writing, signed by the Subrecipient's Principal Contact, and include the following. A form for this purpose will be provided by the Agency.

- a. Type of waiver requested (non-availability, unreasonable cost, or public interest).
- b. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
- c. Department of Interior Bureau or Office who issued the award.
- d. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
- e. Financial assistance title of project (reference block 8 on DOI Notice of Award).
- f. Federal Award Identification Number (FAIN).
- g. Federal funding amount (reference block 11.m. on DO Notice of Award).
- h. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
- i. Infrastructure project description(s) and location(s) (to the extent known).
- j. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
- k. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- l. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
- m. Anticipated impact if no waiver is issued. Approved waivers will be posted at [www.doi.gov/grants/BuyAmerica/ApprovedWaivers](http://www.doi.gov/grants/BuyAmerica/ApprovedWaivers); recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at [www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers](http://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers).

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Subrecipient will notify the Agency of the general applicable waiver before work begins.

RESOLUTION NO. 23-233

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE WYOMING DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES, DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS, FOR THE WASHINGTON PARK REVIVAL PHASE I PROJECT

WHEREAS, the City of Casper has established a project called the Washington Park Revival Project to complete various capital improvements at Washington Park that will help to ensure the park remains a community hub for recreation and gathering; and,


WHEREAS, the City of Casper has been approved for a Land and Water Conservation Fund grant, administered by the Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails, in the amount of Five Hundred Seventy Thousand Nine Hundred Sixty-Three Dollars and Fifty-Three Cents (\$570,963.53), to undertake the Washington Park Revival Phase I Project; and,

WHEREAS, the City of Casper desires to accept the grant funds from the Wyoming Department of State Parks and Cultural Resources to help fund the Washington Park Revival Phase I project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the grant from the Wyoming Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails, in the amount of Five Hundred Seventy Thousand Nine Hundred Sixty-Three Dollars and Fifty-Three Cents (\$570,963.53) is, hereby accepted, and the Mayor is directed to sign the grant agreement therefor.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING


ATTEST:

A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor

September 21, 2023

**MEMO TO:** J. Carter Napier, City Manager 

**FROM:** Zulima Lopez, Parks, Recreation and Public Facilities Director

**SUBJECT:** Acceptance of a Grant from the National Park Service for the Fort Caspar Historical Log Building Rehabilitation Project

**Meeting Type & Date**  
Regular Council Meeting  
October 3, 2023

**Action type**  
Resolution

**Recommendation**  
That Council, by Resolution, accept a Save America's Treasures grant in the amount of Seven Hundred Twenty-Three Thousand Five Hundred Dollars (\$723,500) from the National Park Service, for the Fort Caspar Historical Log Building Rehabilitation Project.

**Summary**  
The Fort Caspar Museum's reconstructed 1865 Army post is listed on the National Register of Historic Places. It was listed in 1971 for its contribution to our national history of immigration, western expansion, and unrest on the frontier. The historic resources on the site consist of five reconstructed buildings that represent the 1865 Army post. The buildings are of log construction on a concrete foundation.

An examination of the buildings was performed in 2021 by Wattle and Daub, a company that has extensive experience working with historic structures while maintaining current historic preservation standards. The examination revealed that the sill logs forming the base of the log structures are becoming structurally unstable. Wattle and Daub recommended the sill logs of the buildings, which were placed in concrete and are now rotting, be replaced to stabilize the base of each building. This work will ensure the long-term structural integrity and prevent further deterioration of the buildings.

Funds were budgeted in fiscal year 2022 for the project, but the budgeted funding was not sufficient to complete the needed work for even one building. Therefore, that funding was redirected to other projects to safely store the museum's collection and enhance the guest experience.

In the late fall of 2022, Fort Caspar Museum Association (FCMA) and City staff partnered to complete a Save America's Treasures grant application to complete improvements to the Officer's Quarters and Blacksmith buildings on the Fort Caspar historical site. The application was

submitted on December 20, 2022. Staff was notified on September 12, 2023 that the City's application was selected for funding. Staff is requesting Council approval to accept the grant so that the important preservation work can take place. If the grant is accepted, the goal is for the rehabilitation project to be completed by July 2025.

**Financial Considerations**

The grant award from the National Park Service is Seven Hundred Twenty-Three Thousand Five Hundred Dollars (723,500). Save America's Treasures requires a dollar for dollar match with nonfederal funding. The City Council approved an allocation of Seven Hundred Ninety-Seven Thousand Dollars (\$797,000) from One Cent #17 funds for this project. If approved, a budget amendment will be prepared to make funding available for the project to begin in the spring of 2024.

Based on the last estimates received from Wattle and Daub in 2022, the grant funding and match will be enough to complete the rehabilitation work on the Officer's Quarters and the Blacksmith buildings. If actual construction costs come in below estimates, staff will request a grant award amendment so that identical work can be completed on another building on the historical site.

**Oversight/Project Responsibility**

Zulima Lopez, Parks, Recreation and Public Facilities Director  
Rick Young, Recreation Supervisor – Fort Caspar Museum  
City of Casper Engineering Division

**Attachments**

Resolution

RESOLUTION NO. 23-234

A RESOLUTION AUTHORIZING ACCEPTANCE OF A SAVE AMERICA'S TREASURES GRANT FROM THE NATIONAL PARK SERVICE FOR THE FORT CASPAR HISTORICAL LOG BUILDING REHABILITATION PROJECT

WHEREAS, the City of Casper has established a project called the Fort Caspar Historical Log Building Rehabilitation Project to complete improvements to the Officer's Quarters and Blacksmith buildings that will preserve the historic log buildings; and,

WHEREAS, the City of Casper has been approved for a Save America's Treasures grant, administered by the National Park Service, in the amount of Seven Hundred Twenty-Three Thousand Five Hundred Dollars (\$723,500), to undertake the Fort Caspar Historical Log Building Rehabilitation Project; and,

WHEREAS, the City of Casper desires to accept the grant funds from the National Park Service to help fund the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Save America's Treasures grant from the National Park Service, in the amount of Seven Hundred Twenty-Three Thousand Five Hundred Dollars (\$723,500) is, hereby accepted.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

  
\_\_\_\_\_

CITY OF CASPER, WYOMING  
ATTEST:

A Municipal Corporation

\_\_\_\_\_  
Fleur D. Tremel  
City Clerk

\_\_\_\_\_  
Ray Pacheco  
Mayor



September 18, 2023

TO: J. Carter Napier, City Manager *zen*  
FROM: Jolene Martinez, Assistant to the City Manager  
SUBJECT: Wyoming Association of Municipalities Legislative Agenda 2024

**Meeting Type & Date**

Council Meeting, October 3, 2023

**Action Type**

Minute Action

**Recommendation**

That Council, by minute action, authorize staff to advocate for the Wyoming Association of Municipalities Legislative Resolutions for the upcoming Wyoming Legislative session.

**Summary**

At Council's September 12 work session, seven resolutions passed at Wyoming Association of Municipalities (WAM) summer convention as 2024 legislative topics were reviewed for staff advocacy approval. In addition, Council also discussed staff advocacy for legislation that would make transporting unhoused, criminal, or mentally ill people to other cities without prior arrangements illegal. Council approved moving all legislative items forward for formal approval

**Financial Considerations**

Financial considerations include the staff time and travel expenses that would be dedicated to lobbying for the legislative agenda.

**Oversight/Project Responsibility**

J. Carter Napier, City Manager  
Fleur Tremel, Assistant to the City Manager

**Attachments**

WAM resolutions: (1) Allowing municipalities with small systems and limited populations to subsidize water and sewer systems (2) Assessing liens and assessments to recover municipal expenses for abating nuisance and dangerous buildings (3) Allowing a real estate transfer tax (4) Stimulating action on workforce housing (5) Amending state statute to set fees for retail liquor licenses at a fair market value (6) Granting municipalities authority to condemn abandoned property on private real property (7) Setting records retention policy

**WAM RESOLUTION NO. 23-04**

**A RESOLUTION REQUESTING LEGISLATIVE ACTION TO ALLOW MUNICIPALITIES WITH SMALL SYSTEMS AND LIMITED POPULATIONS TO SUBSIDIZE WATER AND SEWER SYSTEM COSTS**

**WHEREAS**, according to W.S. 15-7-407, directs that all water and sewer systems' costs of operation, debt service, and depreciation be covered by customer charges; and

**WHEREAS**, many communities in Wyoming have a very small customer base from which to collect those charges; and

**WHEREAS**, regulatory compliance and inflation have increased the costs of maintaining said water and sewer significantly over the years, causing those systems to establish rates which create a substantial financial burden on those systems with few customers available; and

**WHEREAS**, most cities and towns have funds available that could offset some of the rise in costs of operating those systems, thus providing relief to residents who are being overburdened by high water and sewer rates;

**NOW, THEREFORE, BE IT RESOLVED**, the Wyoming Association of Municipalities supports legislation to allow exceptions to W.S. 15-7-407, particularly for municipalities with small or very small systems.

Wyoming Association of Municipalities

By:   
WAM President Matt Hall

**WAM RESOLUTION NO 23-05**

**A RESOLUTION ADVOCATING FOR LEGISLATION TO CLARIFY THE LIEN AND ASSESSMENT PROCESS BY WHICH MUNICIPAL EXPENSES FOR ABATING NUISANCES AND DANGEROUS BUILDINGS MAY BE RECOVERED.**

**WHEREAS**, the Wyoming Association of Municipalities (WAM) to support and advocate that the State Legislature enact legislation to clarify the lien process for assessing municipal expenses for abating nuisances and dangerous buildings; and

**WHEREAS**, Wyoming State Statute §15-1-103 permits cities to abate dangerous buildings; and

**WHEREAS**, Wyoming Statute §15-1-119 permits Municipalities to adopt any national building code which includes but is not limited to the 1997 Uniform Code for the Abatement of Dangerous Buildings; and

**WHEREAS**, the 1997 Uniform Code for the Abatement of Dangerous Buildings Section 905.1, provides authority for the legislative body of this jurisdiction to thereupon order that said [costs] shall be made a personal obligation of the property owner or assess said [cost]s against the property involved;

**WHEREAS**, the 1997 Uniform Code for the Abatement of Dangerous Buildings Section 905.3, provides that the legislative body of this jurisdiction orders that [costs] shall be assessed against the property, it shall confirm the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property; and

**WHEREAS**, many other municipalities across the state are facing another economic downturn and reduction in direct and indirect funding streams, the need to recoup these abatement costs is more vital than ever before; and

**WHEREAS**, the property is enriched by the removal and abatement of the dangerous conditions and/or dangerous buildings; and

**WHEREAS**, this abatement shouldn't be wholly funded by public funds without a clear process in place for municipalities to recoup these abatement costs; and

**WHEREAS**, municipalities are created statutorily and all rights are enabled through legislation and Wyoming State Statutes are silent regarding this special lien assessment relief; and

**WHEREAS**, Wyoming Statutes do not succinctly provide either a lien procedure or an assessment process on the real property involved thus hindering Municipalities ability to recoup expenses incurred by Municipalities as a result of abating nuisances and dangerous buildings; and

**WHEREAS**, the WAM forwarded House Bill Number HB0135 (attached hereto and incorporated herein as "Exhibit 1") to the State Legislature for the 2023 Legislative Session but said bill was not brought to the floor.

**NOW, THEREFORE, BE IT RESOLVED** by the Wyoming Association of Municipalities supports and advocates for Wyoming legislation to clarify the lien and assessment process by which municipal expenses for abating nuisances and dangerous buildings may be recovered.

Wyoming Association of Municipalities

By:   
WAM President Matt Hall

June 9, 2023

**WAM RESOLUTION NO. 23-06**

**A RESOLUTION SUPPORTING ALLOWANCE OF A  
REAL ESTATE TRANSFER TAX**

**WHEREAS**, many municipalities in Wyoming are struggling to address the operating needs of their communities through existing taxing methods; and

**WHEREAS**, citizens of municipalities appreciate when additional tax revenues can be used to fund local priorities such as maintenance of infrastructure or workforce housing; and

**WHEREAS**, citizens of Wyoming value self-sufficiency and resources specific to one area of the state such as a real estate transfer tax, which could have a huge impact in certain localities, should be able to be levied and utilized to support the government and citizens in that jurisdiction; and

**WHEREAS**, the state's current tax code does not allow for this flexibility, so Towns, Counties, and the State of Wyoming have missed collections on billions in real estate sales in the last few years; and

**WHEREAS**, localities levying such taxes could develop diversified revenue streams and allocate location-specific exempt sales prices.

**NOW, THEREFORE, BE IT RESOLVED** that the Wyoming Association of Municipalities supports, and urges the State of Wyoming to support, more flexibility for localities to levy taxes that make sense within their jurisdictions to be utilized for community priorities.

Wyoming Association of Municipalities

BY: 

WAM President Matt Hall

June 9, 2023

**WAM RESOLUTION NO. 23-07**

**A RESOLUTION URGING THE WYOMING ASSOCIATION OF MUNICIPALITIES TO  
CONTINUE LEADING STATEWIDE EFFORTS FOR ACTION ON WORKFORCE  
HOUSING**

**WHEREAS**, in 2022 The Wyoming Association of Municipalities (WAM) initiated a discussion about our state's housing crisis to collaborate with the legislature and other stakeholders to find solutions for the current housing crisis in Wyoming; and

**WHEREAS**, WAM surveyed member communities about the current state of housing challenges and heard from forty-eight municipalities the majority of which indicated experiencing housing shortages; and

**WHEREAS**, 72% of respondents indicated that a lack of available workforce housing was hurting efforts to attract or grow business in their communities; and

**WHEREAS**, 64% of respondents indicated that it is more difficult to hire and retain Municipal employees because of the lack of workforce housing; and

**WHEREAS**, 90% of communities stated they would participate if the state chose to invest in housing and a majority shared that municipalities need the state's help on workforce housing.

**NOW, THEREFORE, BE IT RESOLVED** that WAM supports and will continue to push for statewide review and action on the range of workforce housing challenges Wyoming's communities are facing.

Wyoming Association of Municipalities

BY:   
\_\_\_\_\_

WAM President Matt Hall

June 9, 2023

**WAM RESOLUTION NO. 23-09**

**A RESOLUTION TO AMEND STATE STATUTE TO SET FEES  
FOR RETAIL LIQUOR LICENSES AT A FAIR MARKET VALUE**

**WHEREAS**, Retail Liquor Licenses are sold by municipalities for \$1,500, a fee set by the state; and

**WHEREAS**, it costs less to hold a Retail Liquor License than any other type of Liquor License in the state of Wyoming; and

**WHEREAS**, charging a fair market value for Retail Liquor Licenses, and establishing a scale that acknowledges the different type of businesses covered by each type of license would provide clarity for local businesses; and

**WHEREAS**, a sliding fee scale for all Liquor Licenses would also benefit Wyoming's cities and town; and

**WHEREAS**, the current system is inequitable for local government and different types of businesses.

**NOW, THEREFORE, BE IT RESOLVED** that the Wyoming Association of Municipalities supports legislation to change state statute to develop a system based on fair market value of Retail Liquor Licenses and the establishment of a sliding scale for liquor licenses overall.

Wyoming Association of Municipalities

BY: 

WAM President Matt Hall

June 9, 2023

**WAM RESOLUTION NO. 23-11**

**A RESOLUTION TO GRANT MUNICIPALITIES THE AUTHORITY TO CONDEMN  
ABANDONED PROPERTY ON PRIVATE REAL PROPERTY.**

**WHEREAS**, municipalities in Wyoming have problems relating to the ability of municipalities to enforce zoning and public health ordinances on abandoned property located on private land, and

**WHEREAS**, many of the privately owned properties are owned by persons residing out of state and are unresponsive to communication attempts by the municipalities; and

**WHEREAS**, many of the properties have abandoned structures, mobile homes, or vehicles; and

**WHEREAS**, whereas many of the abandoned properties act as a nuisance and create a safety hazard to the community; and

**WHEREAS**, the current law of the State of Wyoming does not specifically allow for the condemnation of abandoned property, on private real property, which is causing a nuisance and poses safety concerns to the public.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF SHOSHONI THAT:** The Wyoming Association of Municipalities supports such legislation as may be necessary to provide the authority to a municipality to create a lien, allow for the condemnation and removal abandoned buildings, mobile homes, and/or vehicles posing a nuisance and safety hazard to the community.

Wyoming Association of Municipalities

BY:   
WAM President Matt Hall



## **WAM RESOLUTION NO. 23-13**

### **A RESOLUTION SETTING RECORDS RETENTION POLICY**

**WHEREAS**, Wyo. Statute Section 9-2-410 (2005), as amended, provides that all public records, including those of the political subdivision, are the property of the state and shall be preserved, stored, transferred, destroyed, or disposed of only in accordance with Wyo. Statute Sections 9-2-405 through 9/2/413, and

**WHEREAS**, all records are declared to be public property and the handling of such records contrary to the above referenced statutes is prohibited, and

**WHEREAS**, Wyoming Statute Section 9-2-410 states: "All public records are the property of the state. They shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed, or disposed of only in accordance with Wyo. Statute Sections 9-2-405 through 9/2/413." These statutes and the Municipal Code provide authority to develop and maintain a records management system that will effectively and efficiently ensure the safety, maintenance, preservation, and disposition of records developed by certain agencies.

**WHEREAS**, the citizens have a right to expect efficient and cost effective government, and the management of records is necessary for the economic operation. Preservation of records of permanent value is mandatory to provide citizens with information concerning historical and operational data. The establishment of uniform standards and procedures for the maintenance, preservation, microfilming or other disposition.

**WHEREAS**, the governing body hereby declares its support of the efforts to establish and adopt a records management program for the orderly and efficient retention, retrieval and disposition of records. The creation of a records program will be administered pursuant to legal, fiscal, administrative, and archival requirements and in accordance with state law. The State of Wyoming Records Management Manual shall be adopted as its records management manual, where applicable.

**WHEREAS**, the records retention program will release space and reduce the need for storage and filing equipment; establish an efficient retrieval operation for both active and inactive municipal records; provide for routine disposition of paperwork; maintain security over municipal records; secure a central records storage facility which can be operated and maintained by records management staff; and ensure compliance with state law.

**NOW, THEREFORE BE IT RESOLVED**, the Wyoming Association of Municipalities adopts the records retention policy.

Wyoming Association of Municipalities

BY:  \_\_\_\_\_

WAM President Matt Hall

June 9, 2023

October 3, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Nicole Carlson, Human Resources Manager  
Tracey Belser, Support Services Director *TB*  
SUBJECT: That Council, by Minute Action, Appoint Dennis R. Gazdiewich to a Three (3) Year Term as a Civil Service Commissioner, Effective October 3, 2023.

Meeting Type & Date:  
Regular City Council Meeting  
October 3, 2023

Action Type:  
Minute Action

Recommendation:  
That Council, by minute action, authorize the reappointment of Dennis R. Gazdiewich to the Civil Service Commission for an additional three (3) year term expiring September 30, 2026.

Summary:  
Pursuant to Wyoming State Statute 15-5-103, the Civil Service Commission consists of three (3) members who shall be appointed by the mayor and confirmed by the governing body. Each commissioner shall be a qualified elector of the city and serve for a three (3) year term. The appointment is a voluntary position.

Mr. Gazdiewich was initially appointed to the Civil Service Commission in September 2020. He is eligible for reappointment and desires to serve a second term. Since Mr. Gazdiewich was interested in serving another term, and other members of the Commission support Mr. Gazdiewich's reappointment, the position wasn't advertised. There is no requirement to advertise for this appointment request.

The recommendation by the Civil Service Commission is to reappoint:  
• Dennis R. Gazdiewich – three (3) year term, for a second term

Financial Considerations:  
No Financial Considerations

Oversight/Project Responsibility  
Heidi Rood, Human Resources Generalist  
Tracey Belser, Support Services Director

Attachments  
None

September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*  
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Rough Area Tractor Mower with accessories, in the Total Amount of \$47,890.30, after trade, for Use by the Weed and Pest Division of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date  
 Regular Council Meeting  
 October 3, 2023

Action type  
 Minute Action

Recommendation  
 That Council, by minute action, authorize the purchase of one (1) new rough area tractor mower with accessories, from Midland Implement Co., Billings, Montana, for use in the Weed and Pest division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$47,890.30 after trade.

Summary  
 On August 16, 2023, bids were publicly opened for one (1) new rough area tractor mower with accessories; one (1) bid was received. The rough area tractor mower will be used to mow all native (non-formal/non-irrigated spaces) areas owned by the City of Casper. The tractor mower's accessories include a dozer blade for dirt moving construction projects (\$3,376.31), a heated cab for wintertime use (\$9,354.18), and a tough cut mowing deck attachment (\$5,023.13)

This purchase will replace a Harper Industries Slope Mower (2012 Deweze), unit #083295 which has met all criteria needed for replacement, age 11 years and approximately 2,500 hours and has exceeded its original purchase cost by \$1,740.00 in maintenance costs.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Ventrac 4520Z Tractor Mower	Midland Implement Billings, MT	\$31,136.68	\$1000.00	\$30,136.68

<u>Attachment Item</u>	<u>Vendor</u>	<u>Bid Amount</u>
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Removable Heated Cab w/install kit	Midland Implement Billings, MT	\$9,354.18
Dozer Blade w/install kit	Midland Implement Billings, MT	\$3,376.31
Tough Cut Mower Deck w/install kit	Midland Implement Billings, MT	\$5,023.13

Net cost to the City for the Ventrac mower and attachments is \$47,890.30.

The recommended purchase of the rough area tractor mower with accessories from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Weed and Pest funds. Total amount budgeted for this project is \$49,000.00.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after the equipment is received.

Attachments

Bid Specification

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**July 31, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., August 16th, 2023** for the following:

Two (2) new **Rough Area Tractor Mowers and One (1) Group of Accessories**, to be used by the Weed and Pest Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **Two (2) new Rough Area Tractor Mowers and one (1) group of accessories**, to be used by the Parks Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Rough Area Tractor Mower**

All specifications must be met or an approved equal to that of 4520Z Ventrac Tractor.

- Liquid cooled three (3) cylinder gas engine \_\_\_\_\_
- Minimum 962CC and 32.5 hp \_\_\_\_\_
- Weight Transfer \_\_\_\_\_
- S.D.L.A. hand controls \_\_\_\_\_
- Four (4) rear weights \_\_\_\_\_
- Front fenders \_\_\_\_\_
- Foot pegs \_\_\_\_\_
- Suspension seat w/armrests \_\_\_\_\_
- 12 Volt system w/battery disconnect \_\_\_\_\_
- Minimum 6 gallon fuel tank capacity \_\_\_\_\_

AWD – Low, High, and reverse \_\_\_\_\_  
Dual wheel kit w/all terrain tread tires \_\_\_\_\_  
Slope Gauge indicator \_\_\_\_\_

**Accessories Show Price**

Removable heated Cab (equal to or an approved equal to part #KW452) w/mirror kit, cab hazard light kit, cab strobe light kit, cab windshield washer kit, defrost fan kit, and heater installed. x 1 \_\_\_\_\_

Snow blower attachment (equal to or an approved equal to part #KX523) w/12 volt switch/control-front x 1 \_\_\_\_\_

Dozer blade attachment (equal to or an approved equal to part #KD602) w/KD blade box extension kit x 1 \_\_\_\_\_

Rough cut mower attachment (equal to or an approved equal to part #HQ682) w/hydraulic flip up kit and swivel wheel kit x 1 \_\_\_\_\_

Vacuum collection system (equal to or an approved equal To part #RV602) with a 72” mow deck and all attachments needed to fit on a 72” mow deck x 1 \_\_\_\_\_

**Miscellaneous**

Operators and Service manuals to be delivered to the City of Casper along with the mowers and accessories \_\_\_\_\_

2 Year Warranty minimum \_\_\_\_\_

All warranties to begin upon delivery of vehicle \_\_\_\_\_

Copy of Order Confirmation to be provided upon Completion of the order. \_\_\_\_\_

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment. \_\_\_\_\_

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance. \_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel

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Original titles to be delivered to 1800 E. "K"  
Street, Casper, WY 82601, within 30 days  
of Vehicle Delivery  
Title to be made out as: City of Casper,  
200 N. David, Casper, WY 82601

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**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.



**PROPOSAL FOR FURNISHING  
TWO (2) NEW ROUGH AREA TRACTOR MOWERS AND ONE (1) GROUP OF  
ACCESSORIES  
FOR THE PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT AS WELL AS  
THE SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 31, 2023

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for Two (2) new rough area tractor mowers, as specified \$ \_\_\_\_\_
- II. Trade-in allowance for Unit #83295, 2012 Harper Industries Deweze  
VIN# ATM7212A24 \$ \_\_\_\_\_
- III. Removable heated cab w/all kits \$ \_\_\_\_\_
- IV. Snow blower attachment w/kit \$ \_\_\_\_\_
- V. Dozer blade attachment w/kit \$ \_\_\_\_\_
- VI. Tough cut mower attachment w/kit \$ \_\_\_\_\_
- VII. Vacuum collection system with 72" mow deck \$ \_\_\_\_\_
- VIII. NET COST TO THE CITY (Total Price): \$ \_\_\_\_\_
- IX. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.
- X. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
TWO (2) NEW ROUGH AREA TRACTOR MOWERS  
AND ONE (1) GROUP OF ACCESSORIES  
(Approved by the City Attorney, 2014)  
Dated the 31<sup>st</sup> day of July 2023y**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorize the Purchase of One (1) New Rough Area Tractor Mower with accessories, in the Total Amount of \$46,866.88 for use by the Balefill of the Solid Waste division in the Public Services Department.

Meeting Type & Date

Regular Council Meeting  
October 3, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new rough area tractor mower with accessories, from Midland Implement Co., Billings, Montana, for use by the Balefill of the Solid Waste division in the Public Services Department, in the total amount of \$46,866.88.

Summary

On August 16, 2023, bids were publicly opened for one (1) new rough area tractor mower with accessories; one (1) bid was received. The rough area tractor mower will be used to mow all native (non-formal/non-irrigated spaces) areas within the City of Casper Landfill. The tractor mower's accessories is a vacuum collection system attached to a 72" mowing deck (\$15,730.20). The vacuum collection system is designed to collect loose debris and litter while mowing and easily dump it into a proper container or section in the landfill.

This new tractor mower is an addition to the fleet and is not replacing any existing unit. For an item to be added it must be approved by the purchasing departments director, the city manager, and must meet a need in operations that is currently not being filled. This particular tractor mower is specially designed to manicure steep terrain, such as all drainage ditches inside and surrounding the solid waste facility. Historically there has not been a safe mowing method for these drainages and the solid waste facility was reliant on contracting out or borrowing equipment from the weed and pest division. Both weed and pest and local contractors are scheduled throughout the growing season always making scheduling difficult to nearly impossible. Because of this, solid waste was granted permission to purchase this tractor mower to assist in operations.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) Ventrac 4520Z Tractor Mower	Midland Implement Billings, MT	\$31,136.68		\$31,136.68

<u>Attachment Item</u>	<u>Vendor</u>	<u>Bid Amount</u>
Vacuum Collection 72" deck w/install kit	Midland Implement Billings, MT	\$15,730.20

Net cost to the City for the Ventrac mower and attachment is \$46,866.88.

The recommended purchase of the rough area tractor mower with accessories from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Solid Waste Funds. Total amount budgeted for this project is \$60,000.00.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification



**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
July 31, 2023

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:30 p.m., August 16th, 2023** for the following:

Two (2) new **Rough Area Tractor Mowers and One (1) Group of Accessories**, to be used by the Weed and Pest Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of **Two (2) new Rough Area Tractor Mowers and one (1) group of accessories**, to be used by the Parks Division of the Parks, Recreation and Public Facilities Department as well as the Solid Waste Division of the Public Services Department. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Rough Area Tractor Mower**

All specifications must be met or an approved equal to that of 4520Z Ventrac Tractor.

- Liquid cooled three (3) cylinder gas engine \_\_\_\_\_
- Minimum 962CC and 32.5 hp \_\_\_\_\_
- Weight Transfer \_\_\_\_\_
- S.D.L.A. hand controls \_\_\_\_\_
- Four (4) rear weights \_\_\_\_\_
- Front fenders \_\_\_\_\_
- Foot pegs \_\_\_\_\_
- Suspension seat w/armrests \_\_\_\_\_
- 12 Volt system w/battery disconnect \_\_\_\_\_
- Minimum 6 gallon fuel tank capacity \_\_\_\_\_

AWD – Low, High, and reverse \_\_\_\_\_

Dual wheel kit w/all terrain tread tires \_\_\_\_\_

Slope Gauge indicator \_\_\_\_\_

**Accessories Show Price**

Removable heated Cab (equal to or an approved equal to part #KW452) w/mirror kit, cab hazard light kit, cab strobe light kit, cab windshield washer kit, defrost fan kit, and heater installed. x 1 \_\_\_\_\_

Snow blower attachment (equal to or an approved equal to part #KX523) w/12 volt switch/control-front x 1 \_\_\_\_\_

Dozer blade attachment (equal to or an approved equal to part #KD602) w/KD blade box extension kit x 1 \_\_\_\_\_

Rough cut mower attachment (equal to or an approved equal to part #HQ682) w/hydraulic flip up kit and swivel wheel kit x 1 \_\_\_\_\_

Vacuum collection system (equal to or an approved equal To part #RV602) with a 72” mow deck and all attachments needed to fit on a 72” mow deck x 1 \_\_\_\_\_

**Miscellaneous**

Operators and Service manuals to be delivered to the City of Casper along with the mowers and accessories \_\_\_\_\_

2 Year Warranty minimum \_\_\_\_\_

All warranties to begin upon delivery of vehicle \_\_\_\_\_

Copy of Order Confirmation to be provided upon Completion of the order. \_\_\_\_\_

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment. \_\_\_\_\_

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance. \_\_\_\_\_

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K"  
Street, Casper, WY 82601, within 30 days  
of Vehicle Delivery

Title to be made out as: City of Casper,  
200 N. David, Casper, WY 82601

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW ROUGH AREA TRACTOR MOWERS AND ONE (1) GROUP OF  
ACCESSORIES  
FOR THE PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT AS WELL AS  
THE SOLID WASTE DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 31, 2023

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for Two (2) new rough area tractor mowers, as specified \$ \_\_\_\_\_
- II. Trade-in allowance for Unit #83295, 2012 Harper Industries Deweze  
VIN# ATM7212A24 \$ \_\_\_\_\_
- III. Removable heated cab w/all kits \$ \_\_\_\_\_
- IV. Snow blower attachment w/kit \$ \_\_\_\_\_
- V. Dozer blade attachment w/kit \$ \_\_\_\_\_
- VI. Tough cut mower attachment w/kit \$ \_\_\_\_\_
- VII. Vacuum collection system with 72" mow deck \$ \_\_\_\_\_
- VIII. NET COST TO THE CITY (Total Price): \$ \_\_\_\_\_
- IX. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.
- X. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
TWO (2) NEW ROUGH AREA TRACTOR MOWERS  
AND ONE (1) GROUP OF ACCESSORIES  
(Approved by the City Attorney, 2014)  
Dated the 31<sup>st</sup> day of July 2023y**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT:**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.



**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New-Dedicated Turf Sprayer in the Total Amount of \$81,521.00 for use by the Weed and Pest section of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date  
Regular Council Meeting  
October 3, 2023

Action type  
Minute Action

Recommendation  
That Council, by minute action, authorize the purchase of one (1) new-dedicated turf sprayer from Midland Implement Co., Billings, Montana, for use in the Weed and Pest division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$81,521.00. Total amount budgeted for this project is \$85,000.00.

Summary  
On August 24, 2023, bids were publicly opened for one (1) new-dedicated turf sprayer; one (1) bid was received. The dedicated turf sprayer will be utilized by Weed and Pest division for treating all ornamental and noxious weeds as well as applying liquid fertilizers where needed. Currently Weed and Pest has a spray trailer, a four-wheeler, and a small gator, which are all used to accomplish spraying operations. A dedicated sprayer will allow more acres to be treated more efficiently and safely. This dedicated sprayer will calculate the correct amount of chemical needed and adjust accordingly with the speed of travel.

This will not be adding to the fleet since a John Deere Backhoe will be auctioned off on the GovDeals auction website, www.GovDeals.com, once it has been deemed surplus by Council.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Bid Amount</u>	<u>Trade</u>	<u>Net Cost</u>
(1) New Sprayer Toro 5800G	Midland Implement Billings, MT	\$81,521.00	NA	\$81,521.00

The recommended purchase of the dedicated turf sprayer from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Weed and Pest reserves. Total amount budgeted for this project is \$85,000.00.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after the equipment is received.

Attachments

Bid Specification

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**August 4, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., August 24, 2023** for the following:

One (1) New **Dedicated Turf Sprayer**, to be used in the Weed and Pest Section of the Parks, Recreation, and Public Facilities Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) Dedicated Turf Sprayer. The unit shall be new, demo, or slightly used and have less than three-hundred (50) hours and be less than twelve (12) months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
ENGINE:	Power: 4 cylinder gas, EFI, 50 hp minimum. Cooling Method: Liquid	_____
FUEL TANK:	Fuel Tank Capacity: 12 U.S. Gallon minimum.	_____
TRANSMISSION:	Hydrostatic system, rear wheel drive, foot pedal control of forward/reverse	_____
GROUND SPEED:	0-10 mph forward 0-4 mph reverse	_____ _____
TIRES:	4 ply smooth tread – Front 4 ply turf tread – Rear	_____ _____
BRAKES:	2-wheel mechanical cable operated multi disc brakes. Hydrostatic braking through drive train.	_____
MAIN FRAME:	Welded high strength tubular construction	_____

SUSPENSION: Front: Straight axle with twin independent leaf springs and dual shock absorbers. \_\_\_\_\_  
Rear: Rigid with floatation tires \_\_\_\_\_

STEERING: Hydraulic with dedicated power source 48° steering angle. \_\_\_\_\_

INSTRUMENTATION: Analog spray system pressure gauge, fuel gauge, battery lamp, oil pressure lamp, coolant temp. lamp, ignition key switch \_\_\_\_\_

CONTROLS: Spray pump switch, tank agitation switch, individual boom selection switches, master boom switch, automatic ball valves, manual/automatic spray switch, boom lift/lower switches, USB port, 12V power socket \_\_\_\_\_

SEATS: Bucket seats (2) \_\_\_\_\_

SPRAYER:

SOLUTION TANK: High density, impact resistant polyethylene with a minimum 16" fill well \_\_\_\_\_

CAPACITY: Minimum 300 Gallons \_\_\_\_\_

SPRAY PUMP: Rated at 49gpm, 220 psi maximum \_\_\_\_\_

AGITATOR: Side mounted jet agitation nozzles \_\_\_\_\_

BOOM ASSEMBLY: 20.5' length, 4 nozzles per selection, triangular truss-style open boom, 12 total nozzle mounts with diaphragm check valves \_\_\_\_\_

ACCESSORIES:

- Clean Rinse Tank \_\_\_\_\_
- Foam Marking Kit \_\_\_\_\_
- Clean Load Inductor Kit \_\_\_\_\_
- Hose Reel W/Spray \_\_\_\_\_
- Sonar Adjustable Boom \_\_\_\_\_

**INSPECTION AND DELIVERY:**

Upon delivery there will be 10 days allowed for inspection of the unit to verify it meets all specifications. A copy of the order confirmation to be provided upon completion of order. Full copy of specifications must be delivered with the completed unit.

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**WARRANTY:**

A minimum of a 12-month full warranty to begin upon City's acceptance of the equipment. The winning vendor shall deliver a comparable dedicated turf sprayer at no charge, or credit the City of Casper parts or rental credit of equal value, if the dedicated turf sprayer is non-operable for more than 36 consecutive hours due to manufacturer defects or failure for a minimum of one (1) year after delivery.

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**FILTER:**

A full set of filters shall be provided for the unit at no extra cost.

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**MANUALS:**

Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for sprayer being sold). NO EXCEPTIONS.

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**TRAINING:**

The successful bidder shall provide a training program at the Casper Service Center maintenance building, sufficient in scope for long/short term efficient, effective, economical and safe operation and maintenance (included in the price of the unit).

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**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted

to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, 1800 East K Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) NEW DEDICATED  
TURF SPRAYER FOR THE  
WEED AND PEST SECTION OF THE  
PARKS, RECREATION AND PUBLIC FACILITIES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 5, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for One (1) New dedicated turf sprayer, as specified \$ \_\_\_\_\_
- II. Delivery: F.O.B. City of Casper within \_\_\_\_\_ calendar days after award of contract by City Council.
- III. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_



**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) New Dedicated Turf Sprayer  
(Approved by the City Attorney, 2014)  
Dated the 5th day of August, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET OFFICE, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*

FROM: Tracey L. Belser, Support Services Director *TLB*  
 Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of Two (2) New Airless Striping Machines and Two (2) New Self-Propelled Devices in the Total Amount of \$31,152.90 for use by the Streets and Traffic division of the Public Services Department.

Meeting Type & Date  
 Regular Council Meeting  
 October 3, 2023

Action type  
 Minute Action

Recommendation  
 That Council, by minute action, authorize the purchase of two (2) new airless striping machines and two (2) new self-propelled devices in the Total Amount of \$31,152.90 for use by the Streets and Traffic Division of the Public Services Department.

Summary  
 On August 31, 2023, bids were publicly opened for two (2) new airless striping machines and two (2) new self-propelled devices for the Streets and Traffic Division. One (1) bid was received from vendor Sherwin-Williams located in Casper, WY.

The airless stripers connect to the self-propelled devices and paint all curbs, crosswalks, and parking spaces on all City owned property. These new units will replace two (2) older stripers and two (2) self-propelled devices that have met their requirements for replacement. Once the new equipment arrives, the older stripers will be sold on the GovDeals auction website, www.GovDeals.com, after it has been deemed surplus by Council action.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(2) Airless line stripers	Sherwin-Williams Casper, WY	\$15,807.40	NA	\$15,807.40
(2) Self-Propelled devices	Sherwin-Williams	\$15,345.50	NA	\$15,345.50

## Casper, WY

The recommended purchase of both airless strippers and both self-propelled devices from Sherwin-Williams meets all of the required specifications for equipment in this application. Both strippers and self-propelled devices are scheduled to arrive thirty (30) days from the order date.

### Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by One Cent funds. The total amount budgeted for this project is \$40,000.00.

### Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Shad Rodgers, Streets and Traffic Manager, after the equipment is received.

### Attachments

Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**August 11, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., Thursday, August 31, 2023** for the following:

Two (2) New **Airless Striping Machines**, to be used in the Traffic Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of two (2) new airless striping machines capable of applying individual line widths from 2" –12" per gun in a single pass. These units shall be less than twelve months old with manufacturer warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
FRAME:	<p>The frame shall be constructed with a Minimum of 1" x 2" rectangular steel Tubing with a minimum wall thickness of 0.12".</p> <p>The rectangular steel tubing shall be constructed of a single steel bar with four machine radius/bent corners with two welds. Frames fabricated from four separate steel beams with four weld points are not acceptable.</p> <p>The frame's protective coating shall be polyurethane enamel paint or polyester powder coated.</p>	<hr/> <hr/> <hr/>
ENGINE:	<p>The engine shall be a Honda GX 120cc / 4.0hp and feature oil alert system.</p>	<hr/>
PUMP ASSEMBLY:	<p>The pump assembly shall be direct drive and feature a dry, self-adjusting clutch.</p> <p>The pump shall feature grease lubricated helical gears. Straight cut gears are not acceptable.</p>	<hr/> <hr/>

The pump shall support a minimum single tip size of 0.036, or two tips of 0.025 while maintaining a minimum of 2000 psi at the pump outlet.

The pump shall be able to be removed from the unit requiring no special tools.

The pump must have developed 3300-psi stall pressure.

Hydraulic driven airless pumps are not acceptable No exceptions.

The pump shall utilize a Chromex™ rod section. Other materials are not acceptable.

**GUNS & HOSE:**

The gun(s) shall be Graco Flex Plus part # 248157.

The gun(s) shall be constructed of all stainless steel wetted parts and have no aluminum within the wetted area.

The gun(s) must be easily removable and useable for stenciling.

All hose utilized in the paint system must be rated for 3300-psi service.

All hose utilized in the paint system must include stainless steel and/or E-Nickel wetted parts. Zinc plated fittings are not acceptable.

The primary hose shall be 3/8" by 50' (min. psi drop)

**FILTERS & STRAINER:**

Suction strainer shall be threaded, all stainless steel construction with 16-mesh opening.

High-pressure filter assembly shall have no aluminum-wetted parts.

Filter shall be rated for 5000-psi service.

Filter screen assembly shall have a minimum surface area of 22 sq. inches, 50 mesh, reusable, and of nylon construction.

Filter assembly shall feature an integral replaceable priming valve that is also an automatic overpressure relief device.

Filter system shall filter paints from the inside out to prevent collapsing of the filter element.



Filter screen shall remove with the filter cap as a single component.

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DUAL GUN  
SELECTOR:  
(MANUAL)

Gun activation levers, whether single or double gun striping, shall be initiated with the right hand. Separate levers dedicated to guns are not acceptable.

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Gun selector shall enable no-tools selection of single or double gun striping from the handlebars.

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Gun selector shall enable no-tools switching between solid and skip line settings for both spray guns.

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AUTOMATIC GUNS  
\*PRICING OPTION\*

Control Box shall have 2 selector buttons allowing for electronic actuation of the paint guns. Each Gun Selector button can be set to solid line or skip line mode.

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Guns shall be able to be actuated in 3 separate modes. Automatic Manual, Automatic, and Semi-Automatic.

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Auto-Guns shall be activated with a remote mounted electric solenoid to keep the gun area free from clutter for visibility.

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Guns shall be able to be activated electronically with a button or manually with a lever, without any user adjustment.

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Automatic guns shall be able to actuate gravity bead guns and pressurized bead gun options.

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DIGITAL DISPLAY:

The striping machine shall include a digital display located on the handlebar assembly that is capable of angular adjustment and is backlit with contrast adjustment.

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The digital display shall operate with a button interface.

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The digital display shall provide real time system pressure.

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The digital display shall provide real time operating speed.

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The digital display shall provide a rolling average material thickness (wet mil build) over the last 20 feet of line striped, with a display update every 5 feet.

The digital display shall provide the total lineal feet of line applied. This feature shall be re-settable to zero.

The digital display shall show totalized material used in gallons or liters. This feature shall be re-settable.

The digital display shall allow the user the ability to input the striped line width in one-inch increments from 2 to 12 inches.

The digital display shall provide an overall average material thickness (wet mil build). This feature shall be re-settable to zero.

The digital display shall have a single reset screen that resets all job values (distance, material used, material thickness) to zero.

The digital display shall provide MEASURE MODE, capable of measuring up to 6 separate distances forward and reverse.

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FRONT SWIVEL  
WHEEL ASSEMBLY

Front tire shall be a wide profile tire with a minimum 3” tread/contact with surface. No exceptions allowed.

The front wheel assembly shall be an integral part of the uni-body frame with sealed ball bearings.

Wheel shall include a tapered locking pin assembly that is reversible to provide a spare locking pin surface.

Wheel shall allow simple and fine-tune field alignment adjustment using opposing set screws with flat head screwdriver slots.

Front swivel locking system shall be actuated by left handle release.

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**CONVENIENCES:**

A parking brake assembly shall be provided.

Handle grips shall be oversized and sculpted to conform to the operator's hands.

Handle bar height shall be vertically and angularly adjustable for multiple operator positions.

Handle bar controls shall include the pump on/off switch and the pressure control.

The gun cable tension shall be adjustable at the handle bar.

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**SAFETY:**

All pump pressure controls shall be mounted on the unit's dashboard.

An engine safety shutoff and pump on/off switch shall be mounted on the dashboard within reach of the operator while the machine is in use.

Grounding (green) cord included for use with flammable materials.

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**SPRAY GUN BARS AND HOLDERS:**

The spray gun bar shall be held to the main frame with a single clamp requiring no tools to minimize gun movement & vibration.

The spray gun bar shall be capable of being attached to the striper at either the front or the rear of the frame, left or right side.

The gun holder shall be constructed of an aluminum extrusion. Cast aluminum gun holders are not acceptable.

The clamp that holds the vertical and horizontal gun rods shall be constructed of a single cast alloy design that maintains a 90-degree angle. Two-piece clamp designs are not acceptable.

Paint gun shall be able to be used on right or left side of striper.

Paint gun bar shall have slots every 1" for easy reference alignment.

Paint gun vertical and horizontal rod

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shall have tick marks every 2" for easy reference alignment.

Vertical gun holder shall have a quick disconnect that can be slid off the end of the bar and removed by just pulling it off the existing spot on the bar.

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OTHER OPTIONS

POINTER ASSEMBLY: Pointer assembly must extend a minimum of 40" in front of the striper frame.

Pointer assembly shall have a retract-back feature allowing the pointer to be stored within the striper's frame.

Pointer shall mount on either side of the striper.

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BEAD DISPENSING GRAVITY STYLE:

Bead tank shall have a minimum capacity of 90 lbs.

Bead hopper and dispensers are to be constructed of polyethylene.

Bead guns shall be constructed of polyethylene or aluminum.

Bead guns shall operate in conjunction with paint guns, using the same hand trigger.

Bead guns must dispense beads from the rear of the gun, preventing paint from contaminating the bead door opening.

Bead guns must be positioned no more than 7 inches from paint guns to ensure effective embedment of beads into paint.

Bead guns must be adjustable for line widths from 4 to 12 inches per gun.

Bead gun design must allow for quick disconnect from the striper with a single bolt.

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GENERAL:

Selling dealer must be able to pickup and warranty repairs within 48hrs NO

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EXCEPTIONS.

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed units.

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City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance.

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All warranties to begin upon delivery of fully assembled units.

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Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of trailer delivery. Title to be made out as: City of Casper, 200 N. David St., Casper, WY 82601.

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**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW AIRLESS STRIPING MACHINES  
FOR THE  
TRAFFIC DIVISION OF THE  
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 11, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for two airless striping machines as specified \$ \_\_\_\_\_
- II. OPTIONAL AUTOMATIC GUNS PRICE \$ \_\_\_\_\_
- III. OPTIONAL POINTER ASSEMBLY \$ \_\_\_\_\_
- IV, OPTIONAL BEAD DISPENSING GRAVITY STYLE \$ \_\_\_\_\_
- V. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
TWO (2) AIRLESS STRIPING MACHINES  
(Approved by the City Attorney, 2014)  
Dated the 11<sup>th</sup> day of August, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.



**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion,

that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**August 11, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., Thursday, August 31, 2023** for the following:

Two (2) New **Self-propelling add-on devices**, to be used in the Traffic Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of two (2) new self-propelling add-on devices capable of attachment to select models of line strippers, thermoplastic handliners, and scarifiers. These self-propelling devices shall be remote of the units they are propelling and shall be capable of quickly connecting and disconnecting from said units as needed. These self-propelling devices shall come complete with hitch kits for attaching to existing walk-behind strippers, thermoplastic handliners, or scarifiers. These units shall be less than twelve months old with manufacturer warranty. Units shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
FRAME:	<p>The frame shall be constructed with a minimum of 1"x 2" rectangular steel tubing with a minimum wall thickness of 0.012".</p> <p>The frame shall be 2-component, polyurethane enamel coating.</p> <p>Anodized frames are not acceptable.</p> <p>The frame shall have an integral hitch coupling designed to accept a 1 7/8" ball.</p>	<hr/> <hr/> <hr/>
ENGINE:	<p>The engine shall be a 6.5hp Briggs &amp; Stratton Vanguard with Electric Start.</p> <p>The engine shall be a horizontal shaft design. Vertical shaft designs are not acceptable.</p> <p>The engine shall incorporate an internal generator with up to 70 watts</p>	<hr/> <hr/>

of output.  
The engine shall have electric start.  
The engine shall be mounted with an  
Advanced Vibration Reduction System  
to help eliminate engine vibration.

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HYDROSTATIC  
DRIVE ASSEMBLY:

The hydrostatic drive mechanism shall  
be direct coupled to the engine via a  
direct shaft coupling. The use of belts  
and/or chains is not acceptable.  
The hydrostatic drive mechanism shall  
allow for both forward and reverse  
variable speed propulsion. Forward  
speeds 0 - 10 mph, reverse speeds 0 –  
6 mph.  
The hydrostatic drive system shall  
include a 2 quart (1.9 liters) fully  
synthetic oil reservoir and an  
automotive-style spin-on oil filter.  
Shall have automotive-style spin-on oil  
filter.  
The hydrostatic drive mechanism shall  
be mounted via rubber grommets to  
isolate engine and drive mechanism  
vibrations from the frame.  
A single hydrostatic pump shall supply  
two independent wheel drive motors.  
The hydrostatic system shall have a  
maintenance free Return To Neutral  
(RTN) to prevent creep.

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SEAT & UNDER  
SEAT STORAGE:

The seat shall feature a 12-position  
sliding adjustment.  
The seat shall be constructed of a  
heavy duty steel pan covered by a fully  
padded light grey seat cushion with a  
durable exterior cover.  
An under the seat storage compartment  
shall have a minimum storage  
dimension of 10"x12".

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FOOT PEDAL  
CONTROLS:

The self-propelling device shall have  
dual foot pedal controls with an easy  
adjustment system from the top of the  
pedal.  
The dual foot pedal controls shall

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allow infinite adjustment of each individual pedal for optimal operator comfort.

**PARKING BRAKE:**

The self-propelling device shall include a foot activated parking brake with a step-on engagement and release. The brake shall firmly lock both drive wheels.  
The brake shall have 6 additional positions for adjusting parking brake.

**LIGHTING SYSTEM:**

The lighting shall include an adjustable halogen lighting package. The lighting shall be mounted via a break-a-way style bar for convenient storage.  
The lighting system shall include an on/off switch as well as a removable plug jack.  
The lighting system shall receive its power via an on-board voltage regulator to minimize bulb burn-outs. The light system shall be adjustable, requiring no tools.  
The light system shall be used on the right (standard) or left side of the unit.

**ELECTRICAL SYSTEM:**

The self-propelling device shall include an on-board charging system that receives its power from the engine.  
The charging system shall incorporate a switch to change between a voltage regulated direct power supply and a 12 volt battery charging system.

**SAFETY:**

The operator seat shall include an automatic shut off that disables the engine should the operator be removed from the seated position without applying the parking brake.  
The direct coupling between the engine and the hydrostatic pump shall be fully shrouded.  
The wheel fenders shall be provided to minimize contact with the tires.

GENERAL:

Selling dealer must be able to pickup  
and warranty repairs within 48hrs NO  
EXCEPTIONS.

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Copy of Order Confirmation to be  
provided upon completion of order,  
full copy of specifications delivered  
with the completed units.

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City of Casper shall be granted 10  
business days from delivery to  
inspect/verify specification compliance  
prior to full acceptance.

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All warranties to begin upon delivery  
of fully assembled units.

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Original titles to be delivered to 1800  
E. "K" Street, Casper, WY 82601,  
within 30 days of trailer delivery. Title  
to be made out as: City of Casper, 200  
N. David St., Casper, WY 82601.

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**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
TWO (2) NEW SELF PROPELLING ADD ON DEVICES  
FOR THE  
TRAFFIC DIVISION OF THE  
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 11, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

I. Price bid for two new self-propelling add on devices as specified \$ \_\_\_\_\_

II. Delivery: F.O.B. City of Casper within \_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_



**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
TWO (2) SELF PROPELLING ADD ON DEVICES  
(Approved by the City Attorney, 2014)  
Dated the 11<sup>th</sup> day of August, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid shall be provided for each bid submitted. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 E. "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion,

that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorize the Purchase of One (1) New One-Ton Dual Wheel 4x4 Super Cab Pickup Truck with platform bed in the Total Amount of \$64,102.00, after trade, for use by the Streets and Traffic division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting  
October 3, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one-ton dual wheel 4x4 super cab pickup truck with platform bed in the Total Amount of \$64,102.00, after trade, for use by the Streets and Traffic Division of the Public Services Department. The total amount budgeted for this project is \$75,000.00.

Summary

On August 31, 2023 bids were publicly opened for one (1) new one-ton dual wheel 4x4 super cab pickup truck for the Streets and Traffic Division. Three (3) bids were received from two (2) local vendors; Greiner Ford of Casper, WY and Fremont Motors of Casper, WY. This truck will be used daily for transporting mainly traffic employees, tools/supplies, signs, and barricades to and from work sites throughout our City maintained streets. Pickup truck #151569 will be traded in as part of this purchase, which has met all criteria for replacement with age (2008), mileage (75,000), and maintenance charges (\$7,450.00) exceeding the original cost of the vehicle.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2024 Ford F350 Able upfit on bed	Greiner Ford Casper, WY	\$71,602.00	\$7,500.00	\$64,102.00
(1) 2024 Ford F350 \$69,263.00 Atec upfit on bed	Greiner Ford Casper, WY		\$76,763.00	\$7,500.00

(1) 2024 Ram 3500	Fremont Motors	\$82,232.00	\$10,000.00
\$72,232.00			
Atec upfit on bed	Casper, WY		

The recommended purchase of the one-ton pickup truck from Greiner Ford of Casper WY meets all of the required specifications for equipment in this application. The new pickup truck is scheduled to arrive in two hundred fifty (250) days from the order date.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by One Cent funds. The total amount budgeted for this project is \$75,000.00.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Shad Rodgers, Streets and Traffic Manager, after the equipment is received.

Attachments

Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**August 16, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., August 31, 2023** for the following:

One (1) new **One Ton Dually Pickup Truck with Platform Bed**, to be used in the Streets/Traffic Division of the Public Services Department.

**General Specifications:**

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton Dually Pickup Truck with Platform Bed**, to be used in the Streets/Traffic Division of the Public Services Department. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

**MINIMUM SPECIFICATIONS**

**Cab and Chassis:**

- American Manufacturer \_\_\_\_\_
- Two keys \_\_\_\_\_
- Mileage: 500 Miles or Less \_\_\_\_\_
- GVWR 11500-14000 lb. \_\_\_\_\_
- Wheelbase – 162” minimum \_\_\_\_\_
- Cab to axle – minimum 60” \_\_\_\_\_
- Cab – Extended cab or equivalent \_\_\_\_\_
- Four Wheel Drive \_\_\_\_\_
- Dual rear wheels \_\_\_\_\_
- Automatic Transmission \_\_\_\_\_
- Electronic shift on the fly \_\_\_\_\_
- Minimum 6.0 L V-8 Gasoline Engine \_\_\_\_\_
- Dual battery with heavy duty charging system \_\_\_\_\_
- Engine block heater \_\_\_\_\_

Permanent anti-freeze protection to minus 30 degrees F.

\_\_\_\_\_

Tires/wheels – Radial ply tires as required for GVWR, 7  
Tires and wheels, all season, all terrain tread

\_\_\_\_\_  
\_\_\_\_\_

Manufacturer’s standard single color, white

\_\_\_\_\_

Power Steering

\_\_\_\_\_

Tilt Steering Wheel

\_\_\_\_\_

Four wheel anti-lock braking system

\_\_\_\_\_

Power Windows

\_\_\_\_\_

Power Door Locks

\_\_\_\_\_

Back up camera system factory installed, camera and lead  
Provided by truck manufacturer for installation with body

\_\_\_\_\_  
\_\_\_\_\_

Heavy Duty Vinyl Flooring throughout

\_\_\_\_\_

OEM heavy duty rubber floor mats

\_\_\_\_\_

Cloth seats, matching trim throughout in standard  
Color, Steel or equivalent

\_\_\_\_\_  
\_\_\_\_\_

Factory Air Conditioning

\_\_\_\_\_

Heater/Defroster

\_\_\_\_\_

Upfitter Switches for Accessories

\_\_\_\_\_

AM/FM Radio with Bluetooth factory installed

\_\_\_\_\_

Trailer/tow package

\_\_\_\_\_

Factory installed trailer brake controller

\_\_\_\_\_

Running boards

\_\_\_\_\_

Jack

\_\_\_\_\_

5 Year 60,000 Mile Power Train Warranty

\_\_\_\_\_

**Body and Accessories (both trucks):**

Four Maxxima 6 LED Surface Mount  
Emergency Warning Light, white/amber clear lens or  
approved equal. (2) mounted in the front grill and (2)  
mounted at rear of platform bed. All (4) attached

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



to lighted switch in cab

Knapheide Value-MasterX PVMXT-93C Platform  
bed or equal to include:

BHRT model tapered bulkhead

5" structural long sills

Formed 11 ga cross members on 18" centers

Tread plate steel deck

Internal stake pockets

Rear receiver hitch & 7 prong plug

Mount kit

Two Knapheide 30"x18"x18"  
Underbody toolboxes or equivalent

Bed and bed understructure with bulkhead and  
Boxes spraylined black

Hitch step

**Additional Features and Accessories:**

Wanco truck mounted message sign board model  
WVMB-3LP with control system, mounted to fold  
over top of the cab

**General:**

Selling Dealer Must be able to pick up and warranty  
repairs within 48hrs

Fuel Tank to be full at delivery with  
Unleaded at minimum 85% Octane

Copy of Order Confirmation to be provided  
upon completion of order, full copy of specifications  
delivered with the completed unit

City of Casper shall be granted 10 business days from  
delivery to inspect/verify specification compliance  
prior to full acceptance

All warranties to begin upon delivery of fully assembled vehicle

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Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

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Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

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**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Zulima Lopez, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) ONE TON DUALY PICKUP TRUCK WITH PLATFORM BED,  
FOR THE  
STREETS/TRAFFIC DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Company Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 16, 2023

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for one new One Ton Dually Pickup, including Additional Features and Accessories, as specified \$ \_\_\_\_\_
- II. Trade-in allowance for Unit #151569, 2008 Ford F350 Super Duty 4WD Pickup Truck VIN# 1FDWF37R18EC14553, 75,000 Miles \$ \_\_\_\_\_
- III. NET COST TO THE CITY:  
(Total Price) \$ \_\_\_\_\_
- IV. Delivery: F.O.B. manufacturer of the City of Casper's choice within \_\_\_\_ calendar days after award of contract by City Council.
- V. Any trade-in units will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) ONE TON DUALY PICKUP TRUCK WITH  
PLATFORM BED  
(Approved by the City Attorney, 2014)  
Dated the 16th day of August, 2023**

**I. GENERAL:**

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

**II. BID GUARANTY:**

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond in the amount of five percent (5%) of the total bid. If the bid is for more than one hundred and fifty thousand dollars (\$150,000), only a bid bond with sufficient surety in the amount of five percent (5%) of the total bid amount will be accepted to consider any bid. Bid with deposit shall be filed, after the bid opening, with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

**III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:**

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

**IV. PLACE OF DELIVERY:**

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

**V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:**

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

**VI. WARRANTY:**

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

**VII. SERVICE FACILITIES:**

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

**VIII. DETAILED SPECIFICATIONS:**

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

**IX. STATEMENT OF COMPLIANCE:**

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

**X. CONSIDERATION OF BIDS:**

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

**XI. PAYMENT**

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

**Statute W.S. 16-6-602:**

**16-6-601. Definitions.**

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

**W.S. 16-6-602. Payment of agency accounts; interest.**

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

**XII. SALES TAX EXEMPTION CERTIFICATE:**

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

**XIII. GOVERNING LAW:**

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders

agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Zulima Lopez, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.



September 11, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*  
FROM: Tracey L. Belser, Support Services Director *TLB*  
Dan Coryell, Fleet Manager  
SUBJECT: Authorize the Purchase of One (1) Feeder Hopper Tracked Stacker in the Total Amount of \$242,000.00 for use by the Streets and Traffic division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting  
October 3, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) feeder hopper tracked stacker in the Total Amount of \$242,000.00 for use by the Streets and Traffic Division of the Public Services Department.

Summary

On August 31, 2023, bids were publicly opened for one (1) feeder hopper tracked stacker for the Streets and Traffic Division. One (1) bid was received from an outside vendor Westate Machinery Company located in Billings, Montana.

The feeder hopper tracked stacker will be used to stack ice-slice material in the salt storage building located in the Central Service Center parking lot. Historically, large loaders and backhoes would stack the ice-slice into the building once it was delivered from trucking companies out of Utah. The enormous pile of ice-slice would become steep and loose causing a large safety concern for tipping machines over. This stacker will include a wheel loader and a conveyor belt which will deliver the ice-slice into the salt building, removing the danger of steep and unsteady surfaces. There is no trade in on this piece of equipment as it is an addition to the fleet. Staff believes that adding to the fleet is warranted with the reduction of risk associated with having this new piece of equipment.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2020 Edge FTS Feeder hopper	Westate Billings, Montana	\$242,000.00	NA	\$242,000.00

The recommended purchase of the feeder hopper tracked stacker from Westate meets all of the required specifications for equipment in this application. The feeder hopper tracked stacker is scheduled to arrive in forty-five (45) days from order date.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by One Cent funds. The total amount budgeted for this project is \$250,000.00.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase. Oversight will be transferred to Shad Rodgers, Streets and Traffic Manager, after the equipment is received.

Attachments

Bid Specifications

**CITY OF CASPER**  
**FLEET MAINTENANCE DIVISION**  
**CITY OF CASPER**  
**August 11, 2023**

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:00 p.m., Thursday, August 31, 2023** for the following:

One (1) **Feeder Hopper Track Stacker**, to be used in the Streets Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) feeder hopper track stacker. This unit shall have less than two hundred (200) hours and come with manufacturer warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDER'S SPECIFICATIONS</u>
FEED HOPPER:	Twin hydraulic drive on 48" belt feeder 48" wide 3 ply belt with scraper Hydraulic landing gear Hardox liners in hopper Variable speed Double deck tipping grid	_____ _____ _____ _____ _____
VIBRATING GRID DOUBLE DECK:	Double deck tipping grid 6" grizzly bars on top of deck Two bearing screen box with aggression throw Changeable screen cloth for second deck Remote for tipping grid	_____ _____ _____ _____ _____
ADJUSTABLE HEIGHT DISCHARGE CONVEYOR:	48" X 65" Conveyor 48" wide 3 ply belt with scraper Power hydraulic raise Power hydraulic head fold	_____ _____ _____ _____

ENGINE MODEL: CAT 4.4 Diesel Engine Tier 3 \_\_\_\_\_  
100hp minimum \_\_\_\_\_  
Glow plugs and block heater \_\_\_\_\_  
Mounted on tracks with wireless \_\_\_\_\_  
remote for tracks \_\_\_\_\_

GENERAL: Selling dealer must be able to pickup \_\_\_\_\_  
and warranty repairs within 48hrs \_\_\_\_\_

Copy of Order Confirmation to be \_\_\_\_\_  
provided upon completion of order, \_\_\_\_\_  
full copy of specifications delivered \_\_\_\_\_  
with the completed unit. \_\_\_\_\_

City of Casper shall be granted 10 \_\_\_\_\_  
business days from delivery to \_\_\_\_\_  
inspect/verify specification compliance \_\_\_\_\_  
prior to full acceptance. \_\_\_\_\_

All warranties to begin upon delivery \_\_\_\_\_  
of fully assembled units. \_\_\_\_\_

Original titles to be delivered to 1800 \_\_\_\_\_  
E. "K" Street, Casper, WY 82601, \_\_\_\_\_  
within 30 days of trailer delivery. Title \_\_\_\_\_  
to be made out as: City of Casper, 200 \_\_\_\_\_  
N. David St., Casper, WY 82601. \_\_\_\_\_

**NOTE: This form may be duplicated.**

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the bid, and if in the opinion of the City of Casper, the bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING  
ONE (1) FEEDER HOPPER TRACK STACKER  
FOR THE  
STREETS DIVISION OF THE  
PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) \_\_\_\_\_  
(Address) \_\_\_\_\_

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated August 11, 2023.

BID ITEM: \_\_\_\_\_  
Description: \_\_\_\_\_

Make and Model: \_\_\_\_\_  
Federal Certified GVW: \_\_\_\_\_

- I. Price bid for one (1) feeder hopper track stacker as specified \$ \_\_\_\_\_
- II. Delivery: F.O.B. City of Casper within \_\_\_\_\_ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information, including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed as per requirements of section II. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day \_\_\_\_\_%; 20 Days \_\_\_\_\_%; 30 Days \_\_\_\_\_%.

Submitted By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

**CITY OF CASPER, WYOMING  
SPECIFICATIONS FOR  
ONE (1) FEEDER HOPPER TRACK STACKER  
(Approved by the City Attorney, 2014)  
Dated the 11<sup>th</sup> day of August, 2023**

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In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

**XIV. ADDITIONAL INFORMATION:**

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 28, 2023

MEMO TO: His Honor the Mayor and Members of the Casper City Council  
FROM: J. Carter Napier, City Manager   
SUBJECT: Appointment of new Board Member to the Central Wyoming Regional  
Water System Joint Powers Board

Meeting Type & Date  
Council Meeting  
October 3, 2023

Action Type  
Minute Action

Recommendation:  
That Council, by minute action, authorize the appointment of Mayor Ray Pacheco on the Central Wyoming Regional Water System Joint Powers Board.

Summary:  
Councilor Bruce Knell was appointed to serve on the Regional Water Board and has subsequently resigned from the Casper City Council.

It is recommended that Council approve the appointment of Mayor Ray Pacheco whose term will end January 5, 2027.

Financial Considerations  
There are no financial considerations with this action.

Oversight/Project Responsibility  
J. Carter Napier

Attachments  
No attachments