

COUNCIL MEETING AGENDA

Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, October 17, 2023 at 6:00 p.m.



COUNCIL POLICY ON PUBLIC COMMENT

- I. Members of the public wishing to speak to an item already on the agenda, other than a public hearing or ordinance reading, may speak during the communications from persons present.
- II. When speaking to the City Council:
 - Please clearly state your name.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal obscenities or threats will be tolerated.
 - Speak to the City Council with civility and decorum.
- III. The City Council will not respond to any comments or questions concerning personnel matters; any such comments or questions will be referred to the City Manager. Public hearing comments and presentations will be limited to five minutes or less per person, and no time extensions will be permitted.
- IV. If Council chooses to address public comments, this will be done during the “Introduction of Measures and Proposals by City Council”.
- V. Willful disruption of, or the breach of the peace at, a Council Meeting may result in the removal of any such individuals or groups from the meeting.

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES

A. Consent

- A. Consideration of **Minutes of the October 3, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on October 17, 2023.

4. CONSIDERATION OF BILLS AND CLAIMS

5. EXECUTIVE SESSION: PERSONNEL

6. APPOINTMENT OF WARD I COUNCILOR

A. Appointment of Councilor

B. Oath of Office

C. New Councilor Comments

7. BRIGHT SPOTS IN OUR COMMUNITY

A. Senior Sidewalkers

8. COMMUNICATIONS

A. From Persons Present

9. ESTABLISH PUBLIC HEARINGS

A. Consent

1. Establish November 7, 2023 as the Public Hearing Date for Consideration of:

- a. Ordinance Approving a Zone **Change of 350 and 410 SE Wyoming Blvd**, from **PUD (Planned Unit Development) to C-2 (General Business)**.
- b. New **Bar & Grill Liquor License No. 14** for MTB Entertainment Group, LLC dba **America**, Located at 119 South Center Street.
- c. New **Bar & Grill Liquor License No. 15** for MTB Entertainment Group, LLC dba **Rialto**, Located at 100 East 2nd Street.
- d. New **Bar & Grill Liquor License No. 16** for Old Town Family Fun, LLC dba **Old Town Family Fun**, Located at 307 West E Street.

10. PUBLIC HEARINGS

A. City of Casper's Application for a **BRC Community Readiness Grant for the North Platte Park Foundational Infrastructure Project**.

11. SECOND READING ORDINANCES

- 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.
 - 1. Communications from Persons Present

- B. An **Ordinance Amending Chapter 9.48 Of the Casper Municipal Code. (Camping)**
 - 1. Communications from Persons Present

- C. An Ordinance **Amending Section 17.104.170 – Parking and Dwelling Use Restrictions – Permit**, of the Casper Municipal Code.
 - 1. Communications from Persons Present

12. RESOLUTIONS

- A. Consent
 - 1. Authorizing Contract for Professional Services with **ALSCO Inc.**, for **Providing Professional Laundry Services** to the Public Services and Support Services Departments.

 - 2. Approving the **Wyoming Department of Transportation Highway Safety Program Grant** FFY2024 Sub-Award Agreement Between the Wyoming Department of Transportation Highway Safety Program and the Casper Police Department for the **Enforcement of Seat Belt Use to Reduce Unbelted Injuries.**

 - 3. Approving the **Wyoming Department of Transportation Highway Safety Program Grant** FFY2024 Sub-Award Agreement Between the Wyoming Department of Transportation Highway Safety Program and the Casper Police Department for the **Enforcement and Reduction of Impaired Driving.**

 - 4. Rescinding and **Replacing Resolution No. 23-40 Approving a Real Estate Trade Agreement Between West Center Hospitality RE LLC, D Center, D Cap, LLC,** and the City of Casper, Wyoming.

 - 5. Authorizing **Amendment No. 1** to the Professional Services Contract Between the City of Casper and **ConvergeOne, Inc.**, for **Blade Server Hardware, Installation, and Configuration at City Hall.**

12. RESOLUTIONS

A. Consent (continued)

- 6. Authorizing a **Nuisance and Abatement Lien** to be Executed to Recover Costs Associated with the Abatement of Junk and Litter Located at **1027 W 14th Street**, Casper, Wyoming, Pursuant to Chapter 8.36 of the Casper Municipal Code.
- 7. Authorizing a Contract for Professional Services with Global Spectrum, LP dba **OVG360** for Services to **Secure Advertising, Corporate Sponsorships, and Naming Rights for City Facilities.**

13. MINUTE ACTION

A. Non-Consent (**Postponed from October 3, 2023**)

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

14. MINUTE ACTION

A. Consent

- 1. **Appointing One (1) New Member, Sarah Bieber, to Casper's Council of People with Disabilities** for a Term of Three (3) Years Beginning October 17, 2023.
- 2. Approving the **Purchase of 14 Motorola All Band Portable Radios** from Motorola Solutions in the Amount of \$74,385.31.
- 3. Acknowledging a **Change in Corporate Ownership for Bar and Grill Liquor License No. 8**, Marco's Coal Fired Pizza Casper, LLC dba **Racca's Pizzeria Napoletana**, Located at 430 South Ash Street.
- 4. Authorizing the **Discharge of Uncollectable Local Assessment District Lien** Regarding **2904 Coulter Drive**, Casper, Wyoming, in the Amount of \$4,247.54.

15. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

16. ADJOURN INTO EXECUTIVE SESSION – ATTORNEY CLIENT PRIVILEGE

17. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

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

6:00 p.m. Tuesday, November 21, 2023 – The Lyric

Work Sessions

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

4:30 p.m. Tuesday, November 14, 2023 – The Lyric

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

COUNCIL PROCEEDINGS
Regular Council Meeting - The Lyric
October 3, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, October 3, 2023. Present: Councilors Gamroth, Bond, Jensen, Cathey, Haskins, Vice Mayor Engebretsen, and Mayor Pacheco. Councilor Haskins attended the meeting virtually.

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

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. CONSENT MINUTE ACTION

Moved by Vice Mayor Engebretsen, seconded by Councilor Bond to, by consent minute action, approve the minutes of the:

1. September 5, 2023 Regular Council Meeting, as published in the Casper Star Tribune on September 23, 2023;
2. September 5, 2023 Executive Session;
3. September 12, 2023 Special Council Meeting, as published in the Casper Star Tribune on September 23, 2023;
4. September 12, 2023 Executive Session;
5. September 19, 2023 Regular Council Meeting, as published in the Casper Star Tribune on October 3, 2023; and,
6. October 3, 2023 Executive Session.

Motion passed.

4. APPROVAL OF GENERAL BILLS & CLAIMS

Moved by Councilor Bond, seconded by Councilor Jensen to, by minute action, approve payment of the October 3, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

<u>General Bills & Claims 10/03/23</u>		
6HGroup	Goods	641.46
AMontes	Reimb	59.99
AMunoz	Reimb	64.74
AAALndscpng	Services	2,355.45
ACTreeSrv	Goods	3,250.00
Airgas	Goods	1,662.18
AirInnvtns	Services	335.00
AllntInsrnc	Services	329.00
Alsco	Services	1,538.82
AMBI	Services	2.92
AmrTech	Services	4,779.42

AT&T	Services	400.40
Atlas	Goods	2,640.12
BslnEngrng	Services	2,451.04
BlkHillsEnrgy	Utilities	14,130.39
Boys&GirlsClub	Services	28,745.50
BrntagPac	Goods	78,188.10
Brian'sGoTo	Services	818.28
CArchibeque	Reimb	109.99
CSadberry	Reimb	107.09
CptlBusnsSystem	Services	61.80
CsprBldngSystems	Services	4,480.00
CsprNCHealth	Services	170.00
CsprStrTrb	Services	5,517.40
CsprTire	Services	452.50
CsprWdw&Door	Services	1,385.63
CntryLnk	Utilities	3,777.00
CH2MHill	Services	33,734.40
CITchnlgs	Services	3,714.23
CtznsForCvcAdtrm	Services	5,000.00
CtyCspr	Services	79,030.08
CivilEngnrng	Services	34,632.50
CMITeco	Services	35,193.21
CommTech	Services	1,442.30
Cnvrng	Goods	3,306.00
CPSDstrbtrs	Goods	41.42
CPU	Goods	651.00
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	93,609.67
DKpnr	Services	656.08
DckrAuto	Services	201.38
DecksUnlmtd	Refund	30.25
DnvrIndstrlSls&Srvc	Goods	4,311.24
DPCIndstrs	Goods	13,050.83
EdnK-9Cnsltng	Services	825.00
EmaintEntrprs	Services	6,371.77
EnrgyLabs	Services	3,986.00
EnrgyMngmnt	Services	6,907.90

EngnrngDsgn	Services	1,725.00
ExpSvcs	Services	6,803.60
FrgsnEnt	Goods	18,314.40
FIB	Goods/Investments	15,484.46
Galloway&Co	Services	6,687.50
Galls	Goods	278.30
GeosyntcCnsltnts	Services	23,005.04
GHPhippsWyo	Services	6,930.46
GloblSpctrm	Services	40,000.00
Grngr	Goods	369.66
GrnrMotr	Services	5,048.76
H34Cntrctrl	Services	3,600.00
Hach	Goods	773.55
HDREngnrng	Services	11,391.92
Hillhse	Goods	198.54
Homax	Goods	12,348.77
HydroOptmztn	Services	7,662.24
IME	Services	2,652.90
IndstrlScrn	Services	1,020.00
InkSpot	Refund	25.00
InnvvtveDataAcqstns	Goods	16,000.00
JBowden	Reimb	150.00
JSherman	Services	3,500.00
JToombs	Reimb	800.00
JJKllr&Assoc	Services	2,220.00
JhnsnRstrnt	Services	1,260.00
JonasSftwr	Services	349.00
KJones	Refund	132.11
KtlThorstenson	Services	8,256.75
Kinsco	Goods	10,477.04
KnfRvr	Goods/Services	167,867.55
KncklDrgrTctics	Services	2,850.00
LIselin	Reimb	226.80
LJacobs	Reimb	196.67
LNCrts&Sons	Goods	2,181.75
LnstrActuatn	Goods	4,245.00
LngBldgTech	Services	4,753.12

MKolker	Reimb	31.46
MercerHouse	Services	7,886.12
MillsPD	Services	361.60
MLAuto	Services	431.00
MonsnJntrlSrvc	Services	6,204.22
Motn&FlowCntrl	Goods	43.58
MtnAlrmFire&Scrtty	Services	3,417.00
MtnStLitho	Services	148.70
MtnStPlstcs	Goods	7,859.10
NCSO	Services	3,462.19
Norco	Goods	495.59
NrthrnLights	Services	8,050.00
NWstContr	Goods	557.04
OneCall	Services	1,364.25
OvrHeadDr	Services	5,783.35
OWInvstrs	Goods	16,093.55
Pedens	Goods	1,326.00
Pepsi	Goods	838.47
PtrbltOfWyo	Services	715.00
PlshdCnertOfWyo	Services	9,620.00
PstlPros	Services	9,170.95
PwrSrvc	Services	195.00
PrfsnlClng	Services	1,395.00
ReebWldng	Services	4,967.00
RpblcPrkng	Services	202.00
RvrOaksComm	Services	895.00
RckyMtnAirSltns	Goods	4,762.94
RckyMtnPwr	Utilities	162,554.54
RckyMtnFireSysmtms	Services	244.94
RootrSwr	Services	4,208.60
RtryClbOfCspr	Dues	300.00
SOrszulak	Reimb	150.00
ScottEnvrnmntlSrves	Services	1,300.00
ShoshneDstrbtng	Goods	160.00
SimplotTurf	Goods	1,880.00
SmthPsych	Services	1,300.00
StOfWyo	Services	39,866.25

StatelineNo7	Services	1,500.00
StotzEqmnt	Goods	42,349.93
SummitFire&Scrty	Services	83.00
TDach	Services	1,000.00
TopOffc	Goods	175.40
TrnsUnionRsk	Services	393.60
UnvrstyOfLouisville	Services	2,625.00
UrgntCareOfCspr	Services	3,315.00
VrznWrsls	Services	1,027.19
WJones	Refund	126.77
Wamco	Services	1,100.00
WearPrts	Goods	179.83
WstrnMdclAssc	Services	15,920.00
WstrnSign&Design	Services	4,160.00
WndrvrEnvrnmntlSltns	Services	63,938.04
WLCEngrng	Services	12,162.98
WSP	Services	6,319.18
WyoMchnry	Refund	4,328.29
ZollMdclCorp	Services	1,674.00
ZonrSystem	Services	269.78
Total		1,345,945.80

5.A. BRIGHT SPOTS IN OUR COMMUNITY – FIRE PREVENTION WEEK PROCLAMATION

Mayor Pacheco introduced Deputy Fire Chief Moore and Fire Chief Black of the City of Casper Fire Department, to discuss Fire Prevention Week. He then read and presented a proclamation proclaiming October 8-14, 2023 as Fire Prevention Week in the City of Casper, Wyoming.

5.B. BRIGHT SPOTS IN OUR COMMUNITY – ARTS & HUMANITIES MONTH PROCLAMATION

Mayor Pacheco introduced Allison Maluchnik, steward of the Nicolaysen Art Museum, to discuss the work that different organizations do around Casper to support arts and humanities. He then read and presented a proclamation proclaiming October 2023 as Arts & Humanities Month in the City of Casper, Wyoming. Councilor Bond asked representatives from the organizations present to come forward to introduce themselves.

6. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council were: Lucy Reddick, regarding policies related to homelessness; Hank Schwartzbar, regarding vehicle noise complaints and lack of enforcement; Catherine Morris, regarding traffic and pedestrian issues near Walsh Drive and Dorset Street by Kelly Walsh Highschool; Pat Sweeney, regarding the removal of Donate Life from the agenda and support of the non-profits on the consent resolution agenda; and Jaquie Anderson, regarding her new soup food cart business and use of the Goodstein Parking Lot. Council discussed the traffic issue that

Ms. Morris spoke about. Acting City Manager, Fleur Tremel, stated that staff will look into and will work with Natrona County School District to come up with a solution.

7. ESTABLISH DATE OF PUBLIC HEARING

Moved by Councilor Cathey, seconded by Vice Mayor Engebretsen, to, by minute action, establish October 17, 2023, as the public hearing date for 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. Motion passed.

8.A.1. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Section 10.52.030 of the Casper Municipal Code regarding driving under the influence.

City Attorney Nelson entered two (2) exhibits: correspondence from Eric Nelson to J. Carter Napier, dated September 27, 2023; and a Casper Star-Tribune Proof of Publication, published on September 28, 2023. Acting City Manager Tremel 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. 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.

Councilor Gamroth presented the foregoing ordinance for approval on first reading. Seconded by Vice Mayor Engebretsen. Vice Mayor Engebretsen asked if prohibiting texting could be added into the ordinance, and City Attorney Nelson responded that that would need to be taken up as a separate ordinance amendment in the future, as it does not fit with the intent of the ordinance amendment before Council. There were no abstentions or amendments. Motion passed unanimously.

8.A.2. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Chapter 9.48 of the Casper Municipal Code regarding camping.

City Attorney Nelson entered two (2) exhibits: correspondence from Eric Nelson to J. Carter Napier, dated September 27, 2023; and a Casper Star-Tribune Proof of Publication, published on September 28, 2023. Acting City Manager Tremel gave a brief report. City Attorney Nelson also gave a brief report, explaining that the intent of the ordinance amendment is not to outlaw homelessness, but to protect the health and safety of Casper citizens and riparian areas around the river.

There were no citizens to speak in favor of the item. Speaking in opposition of the item was: Antonio Diaz, Rachel Livinggood, Pat Sweeney, and Lucy Reddick. The public hearing was closed. Following ordinance read:

ORDINANCE NO. 19-23
AN ORDINANCE AMENDING CHAPTER 9.48 OF THE CASPER
MUNICIPAL CODE.

Vice Mayor Engebretsen presented the foregoing ordinance for approval on first reading. Seconded by Councilor Cathey. Council discussed how homelessness is a complex issue, and the intent of the current amendment is to protect property and to address health and safety hazards. There were no abstentions or amendments. Motion passed unanimously.

8.A.3. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Section 17.104.170 of the Casper Municipal Code regarding parking and dwelling use restrictions.

City Attorney Nelson entered two (2) exhibits: correspondence from Eric Nelson to J. Carter Napier, dated September 27, 2023; and a Casper Star-Tribune Proof of Publication, published on September 28, 2023. Acting City Manager Tremel gave a brief report.

Speaking in support of the item was: Sonny Brae. Speaking in opposition of the item was: Pat Sweeney and Lucy Reddick. The public hearing was closed.

Following ordinance read:

ORDINANCE NO. 20-23
AN ORDINANCE AMENDING SECTION 17.104.170 – PARKING
AND DWELLING USE RESTRICTIONS – PERMIT, OF THE CASPER
MUNICIPAL CODE.

Councilor Bond presented the foregoing ordinance for approval on first reading. Seconded by Councilor Gamroth. Mayor Pacheco asked City Attorney Nelson to address the question brought up by Mr. Sweeney regarding camper parking. City Attorney Nelson explained that a parked camper on private property will not be affected unless it is being used as a dwelling. He also explained that this change comes in conjunction with the previous ordinance amendment to provide consistency across the Municipal Code. He stated that the intent is to deal with egregious cases of noncompliance, and would be complaint-based. He also stated that if this passes, Council will need to amend the Parking Manual as well. Council discussed that they trust the Police Department to use their discretion and allow people to comply with the ordinance. There were no abstentions or amendments. Motion passed unanimously.

9.A.1. THIRD 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 Gamroth presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Jensen. There were no abstentions or amendments. Motion passed unanimously.

9.A.2. THIRD READING ORDINANCE

Following ordinance read:

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

Councilor Bond presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Gamroth.

Councilor Cathey explained that he was going to vote yes for the third reading of this ordinance, because it only allows for the City to set up a TNR program, and the payment for it will come up further down the road. There were no amendments. Motion passed unanimously.

10. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

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.

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.

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.

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.

RESOLUTION NO. 23-206
A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
CASPER ARTIST'S GUILD, FOR USE OF OPTIONAL 1%#17 SALES
TAX SPECIAL PROJECTS FUNDS.

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.

RESOLUTION NO. 23-208
A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER

FAMILY CONNECTIONS, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

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.

RESOLUTION NO. 23-210

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTRAL WYOMING COUNSELING CENTER, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

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.

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.

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.

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.

RESOLUTION NO. 23-215

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CLIMB WYOMING, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

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.

RESOLUTION NO. 23-217

A RESOLUTION AUTHORIZING AN AGREEMENT WITH GLOBAL SPECTRUM, LP, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 23-218

A RESOLUTION AUTHORIZING AN AGREEMENT WITH HOPE

HOUSE, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

RESOLUTION NO. 23-219

A RESOLUTION AUTHORIZING AN AGREEMENT WITH IRIS HOUSE, INC., FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

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.

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.

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.

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.

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.

RESOLUTION NO. 23-225

A RESOLUTION AUTHORIZING AN AGREEMENT WITH SELF HELP CENTER, FOR USE OF OPTIONAL 1%#17 SALES TAX SPECIAL PROJECTS FUNDS.

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.

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.

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.

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.

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.

RESOLUTION NO. 23-231

A RESOLUTION AUTHORIZING AN AGREEMENT WITH OFTADEL CONSTRUCTION, INC., FOR THE MIDWEST AVENUE RECONSTRUCTION – POPLAR STREET TO WALNUT STREET, PROJECT NO. 21-079.

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.

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.

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.

Councilor Gamroth presented the foregoing thirty-three (33) consent resolutions for adoption. Seconded by Councilor Bond. Motion passed unanimously.

10.A. CONSENT MINUTE ACTION

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

1. authorize staff to advocate for the Wyoming Association of Municipalities;
2. authorize the reappointment of Dennis Gazediewich to the Civil Service Commission for an additional three-year term expiring September 30, 2026;
3. authorize the purchase of one new rough area tractor mower with accessories for use by the Weed and Pest Division of the Parks, Recreation, and Public Facilities Department;
4. authorize the purchase of one new rough area tractor mower with accessories for use by the Balefill of the Solid Waste Division of the Public Services Department;

5. authorize the purchase of one new dedicated turf sprayer, for use by the Weed and Pest Division of the Parks, Recreation, and Public Facilities Department;
6. authorize the purchase of two new airless striping machines and two new self-propelled devices, for use by the Streets and Traffic Division of the Public Services Department;
7. authorize the purchase of one new one-ton dual wheel 4x4 super cab pickup truck with platform bed, for use by the Streets and Traffic Division of the Public Services Department;
8. authorize the purchase of one feeder hopper tracked stacker, for use by the Streets and Traffic Division of the Public Services Department; and,
9. authorizing the appointment of Mayor Ray Pacheco to the Central Wyoming Regional Water System Joint Powers Board.

Councilor Cathey made a motion to remove Item 11.A.1. from the consent minute action agenda. Seconded by Vice Mayor Engebretsen. Motion passed. Councilor Cathey, Engebretsen, and Gamroth stated they did not support the real estate transfer item for the WAM Resolutions, and asked that it be discussed at the next work session. Councilor Cathey made a motion to move Item 11.A.1. to the October 17, 2023 Regular Council Meeting. Seconded by Councilor Jensen. Motion passed unanimously.

Council then returned to their original motion for the remainder of the consent minute action items. Mayor Pacheco abstained from Item 11.A.9. Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

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

13. CANCELLATION OF EXECUTIVE SESSION

Mayor Pacheco stated that an executive session was announced but ended up not being necessary so there will be no executive session during tonight's meeting.

14. ADJOURNMENT OF REGULAR MEETING

Moved by Gamroth to adjourn the regular Council meeting, seconded by Councilor Bond. Motion passed unanimously. The meeting was adjourned at 8:20 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for October 17, 2023

(PC) 0970 CED

(PC) 0970 CED	Balefill - Disposal & Landfill	FUSE FOR OVERHEAD DOOR EQUIPMENT B	\$15.75
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<i>(PC) 0970 CED - Total For Balefill - Disposal & Landfill</i>			\$15.75
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(PC) 0970 CED - ALL DEPARTMENTS			\$15.75
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2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Field Maintenance	Bolt pack to replace 6 inch valve on soccer b	\$99.33
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<i>2530 - CPS DSTRBTRS - Total For Field Maintenance</i>			\$99.33
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2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation repair Fire 6	\$93.11
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<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			\$93.11
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2530 - CPS DSTRBTRS	Weed & Pest Fund	marking paint	\$21.36
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<i>2530 - CPS DSTRBTRS - Total For Weed & Pest Fund</i>			\$21.36
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2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$213.80
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4IMPRINT, INC

4IMPRINT, INC	Rec Center - Classes	CRC Camp Shirts DFS	\$1,362.42
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<i>4IMPRINT, INC - Total For Rec Center - Classes</i>			\$1,362.42
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4IMPRINT, INC	Rec Center - Operations	CRC Staff Uniforms; jackets	\$1,085.54
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<i>4IMPRINT, INC - Total For Rec Center - Operations</i>			\$1,085.54
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4IMPRINT, INC	Sewer Stormwater	CREDIT	(\$23.95)
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<i>4IMPRINT, INC - Total For Sewer Stormwater</i>			(\$23.95)
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4IMPRINT, INC - ALL DEPARTMENTS			\$2,424.01
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6H GROUP LLC

6H GROUP LLC	Metro Animal Shelter	Rabbit, Dog & Cat Food	\$425.10
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6H GROUP LLC	Metro Animal Shelter	Puppy, Dog & Cat Food	\$994.20
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6H GROUP LLC	Metro Animal Shelter	Dog Food	\$384.30
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6H GROUP LLC	Metro Animal Shelter	Dog Food	\$439.00
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<i>6H GROUP LLC - Total For Metro Animal Shelter</i>			\$2,242.60
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6H GROUP LLC - ALL DEPARTMENTS			\$2,242.60
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71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Balefill - Baler Processing	Silver Flagstone - SWF landscaping project	\$1,018.50
<i>71 CONSTRUCTION, INC - Total For Balefill - Baler Processing</i>			<i>\$1,018.50</i>
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$552.37
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$552.37</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$1,570.87

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Mailing / Postage Service	\$45.12
<i>A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill</i>			<i>\$45.12</i>
A.M.B.I. & SHIPPING,	City Attorney	Mailing / Postage Service	\$59.74
A.M.B.I. & SHIPPING,	City Attorney	Mailing / Postage Service	\$29.62
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$89.36</i>
A.M.B.I. & SHIPPING,	Engineering	Mailing / Postage Service	\$16.86
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			<i>\$16.86</i>
A.M.B.I. & SHIPPING,	Ft. Caspar Museum	Mailing / Postage Service	\$2.92
<i>A.M.B.I. & SHIPPING, - Total For Ft. Caspar Museum</i>			<i>\$2.92</i>
A.M.B.I. & SHIPPING,	Human Resources	Mailing / Postage Service	\$10.22
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$10.22</i>
A.M.B.I. & SHIPPING,	Information Services	MISCELLANEOUS PUBLISHING & PRINTING -	\$70.07
<i>A.M.B.I. & SHIPPING, - Total For Information Services</i>			<i>\$70.07</i>
A.M.B.I. & SHIPPING,	Municipal Court	Mailing / Postage Service	\$102.73
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$102.73</i>
A.M.B.I. & SHIPPING,	Risk Management	Mailing / Postage Service	\$2.92
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$2.92</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$340.20

AAA LANDSCAPING

AAA LANDSCAPING	Community Development	Weed Mowing & Trimming / Tree Trimming	\$777.03
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$200.00
AAA LANDSCAPING	Community Development	Mowing & Trimming Service	\$455.10
<i>AAA LANDSCAPING - Total For Community Development</i>			<i>\$1,432.13</i>

AAA LANDSCAPING - ALL DEPARTMENTS \$1,432.13

ADVANCED PUMP AND EQ

ADVANCED PUMP AND EQ	Buildings & Structures Fund	Septic pump repair supplies for Metro Anima	\$128.06
<i>ADVANCED PUMP AND EQ - Total For Buildings & Structures Fund</i>			<i>\$128.06</i>

ADVANCED PUMP AND EQ - ALL DEPARTMENTS \$128.06

ALBERTSONS #0060

ALBERTSONS #0060	Fire-EMS Training	Supplies for assessors for oncoming	\$35.93
<i>ALBERTSONS #0060 - Total For Fire-EMS Training</i>			<i>\$35.93</i>

ALBERTSONS #0060	Softball	Toilet Paper and Paper Towels for One Pitch	\$26.49
<i>ALBERTSONS #0060 - Total For Softball</i>			<i>\$26.49</i>

ALBERTSONS #0060 - ALL DEPARTMENTS \$62.42

ALBERTSONS #0062

ALBERTSONS #0062	Fire-EMS Training	Supplies for assessors for the oncoming oral	\$3.99
<i>ALBERTSONS #0062 - Total For Fire-EMS Training</i>			<i>\$3.99</i>

ALBERTSONS #0062	Rec Center - Admin	Rec Admin Break Room Supplies	\$30.76
<i>ALBERTSONS #0062 - Total For Rec Center - Admin</i>			<i>\$30.76</i>

ALBERTSONS #0062 - ALL DEPARTMENTS \$34.75

ALLIANCE COMMUNICATI

ALLIANCE COMMUNICATI	Buildings & Structures Fund	Troubleshoot & Repair Surveillance System	\$147.92
<i>ALLIANCE COMMUNICATI - Total For Buildings & Structures Fund</i>			<i>\$147.92</i>

ALLIANCE COMMUNICATI - ALL DEPARTMENTS \$147.92

ALSCO

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

ALSCO - Total For Balefill - Disposal & Landfill *\$173.63*

ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$97.72</i>

ALSCO	Regional Water Operations	Professional Laundry Services	\$41.41
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$41.41</i>
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$126.26
ALSCO	Streets	Professional Laundry Services	\$126.26
<i>ALSCO - Total For Streets</i>			<i>\$505.04</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>
ALSCO - ALL DEPARTMENTS			\$1,123.56

AMAZON.COM T12XS3DT0

AMAZON.COM T12XS3DT0	Balefill - Diversion & Special	COMPUTER SUPPLIES FOR COMPUTER FRO	\$16.78
<i>AMAZON.COM T12XS3DT0 - Total For Balefill - Diversion & Special</i>			<i>\$16.78</i>

AMAZON.COM T12XS3DT0 - ALL DEPARTMENTS **\$16.78**

AMAZON.COM TE2O74C10

AMAZON.COM TE2O74C10	Parks - Parks Maint.	Hand soap	\$57.79
<i>AMAZON.COM TE2O74C10 - Total For Parks - Parks Maint.</i>			<i>\$57.79</i>

AMAZON.COM TE2O74C10 - ALL DEPARTMENTS **\$57.79**

AMAZON.COM TX35715E1

AMAZON.COM TX35715E1	Aquatics - Operations	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Aquatics - Operations</i>			<i>\$19.73</i>
AMAZON.COM TX35715E1	Balefill - Disposal & Landfill	100 POINTS OF LEADERSHIP BOOKS	\$78.92
<i>AMAZON.COM TX35715E1 - Total For Balefill - Disposal & Landfill</i>			<i>\$78.92</i>
AMAZON.COM TX35715E1	Buildings & Structures Fund	100 POINTS OF LEADERSHIP BOOKS	\$39.46
<i>AMAZON.COM TX35715E1 - Total For Buildings & Structures Fund</i>			<i>\$39.46</i>
AMAZON.COM TX35715E1	Cemetery	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Cemetery</i>			<i>\$19.73</i>
AMAZON.COM TX35715E1	City Manager	100 POINTS OF LEADERSHIP BOOKS	\$78.92
<i>AMAZON.COM TX35715E1 - Total For City Manager</i>			<i>\$78.92</i>

AMAZON.COM TX35715E1	Community Development	100 POINTS OF LEADERSHIP BOOKS	\$138.11
<i>AMAZON.COM TX35715E1 - Total For Community Development</i>			\$138.11
AMAZON.COM TX35715E1	Engineering	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Engineering</i>			\$19.73
AMAZON.COM TX35715E1	Ft. Caspar Museum	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Ft. Caspar Museum</i>			\$19.73
AMAZON.COM TX35715E1	Golf - Operations	100 POINTS OF LEADERSHIP BOOKS	\$39.46
<i>AMAZON.COM TX35715E1 - Total For Golf - Operations</i>			\$39.46
AMAZON.COM TX35715E1	Hogadon - Operations	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Hogadon - Operations</i>			\$19.73
AMAZON.COM TX35715E1	Human Resources	100 POINTS OF LEADERSHIP BOOKS	\$78.92
<i>AMAZON.COM TX35715E1 - Total For Human Resources</i>			\$78.92
AMAZON.COM TX35715E1	Ice Arena - Operations	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Ice Arena - Operations</i>			\$19.73
AMAZON.COM TX35715E1	Municipal Court	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Municipal Court</i>			\$19.73
AMAZON.COM TX35715E1	Parks - Parks Maint.	100 POINTS OF LEADERSHIP BOOKS	\$59.19
<i>AMAZON.COM TX35715E1 - Total For Parks - Parks Maint.</i>			\$59.19
AMAZON.COM TX35715E1	Police Administration	100 POINTS OF LEADERSHIP BOOKS	\$98.65
<i>AMAZON.COM TX35715E1 - Total For Police Administration</i>			\$98.65
AMAZON.COM TX35715E1	Public Safety Communication	100 POINTS OF LEADERSHIP BOOKS	\$98.65
<i>AMAZON.COM TX35715E1 - Total For Public Safety Communications</i>			\$98.65
AMAZON.COM TX35715E1	Rec Center - Operations	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Rec Center - Operations</i>			\$19.73
AMAZON.COM TX35715E1	Refuse - Residential	100 POINTS OF LEADERSHIP BOOKS	\$59.19
<i>AMAZON.COM TX35715E1 - Total For Refuse - Residential</i>			\$59.19
AMAZON.COM TX35715E1	Regional Water Operations	100 POINTS OF LEADERSHIP BOOKS	\$39.46
<i>AMAZON.COM TX35715E1 - Total For Regional Water Operations</i>			\$39.46
AMAZON.COM TX35715E1	Sewer Wastewater Collection	100 POINTS OF LEADERSHIP BOOKS	\$39.46
<i>AMAZON.COM TX35715E1 - Total For Sewer Wastewater Collection</i>			\$39.46
AMAZON.COM TX35715E1	Sport & Athletics Admin	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Sport & Athletics Admin</i>			\$19.73
AMAZON.COM TX35715E1	Streets	100 POINTS OF LEADERSHIP BOOKS	\$78.92
<i>AMAZON.COM TX35715E1 - Total For Streets</i>			\$78.92
AMAZON.COM TX35715E1	Water Administration	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Water Administration</i>			\$19.73

AMAZON.COM TX35715E1	Water Distribution	100 POINTS OF LEADERSHIP BOOKS	\$59.19
<i>AMAZON.COM TX35715E1 - Total For Water Distribution</i>			<i>\$59.19</i>
AMAZON.COM TX35715E1	Water Meters	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Water Meters</i>			<i>\$19.73</i>
AMAZON.COM TX35715E1	Weed & Pest Fund	100 POINTS OF LEADERSHIP BOOKS	\$19.73
<i>AMAZON.COM TX35715E1 - Total For Weed & Pest Fund</i>			<i>\$19.73</i>
AMAZON.COM TX35715E1	WWTP Operations	100 POINTS OF LEADERSHIP BOOKS	\$59.19
<i>AMAZON.COM TX35715E1 - Total For WWTP Operations</i>			<i>\$59.19</i>
AMAZON.COM TX35715E1 - ALL DEPARTMENTS			\$1,282.45

AMERICAN BACKFLOW PR

AMERICAN BACKFLOW PR	Parks - Parks Maint.	Backflow parts for Center and I-25	\$255.06
AMERICAN BACKFLOW PR	Parks - Parks Maint.	check replacement for backflow preventer a	\$255.06
<i>AMERICAN BACKFLOW PR - Total For Parks - Parks Maint.</i>			<i>\$510.12</i>
AMERICAN BACKFLOW PR - ALL DEPARTMENTS			\$510.12

AMERICAN RED CROSS

AMERICAN RED CROSS	Aquatics - Operations	WSI Certification	\$41.00
<i>AMERICAN RED CROSS - Total For Aquatics - Operations</i>			<i>\$41.00</i>
AMERICAN RED CROSS - ALL DEPARTMENTS			\$41.00

AMZN MKTP US

AMZN Mktp US	Aquatics - Operations	Paper Cutter	\$61.99
AMZN Mktp US	Aquatics - Operations	Label Maker Replacement Tape	\$26.88
AMZN Mktp US	Aquatics - Operations	Sign Holders	\$32.58
AMZN Mktp US	Aquatics - Operations	Refund for Label Maker Tape	(\$19.89)
<i>AMZN Mktp US - Total For Aquatics - Operations</i>			<i>\$101.56</i>
AMZN Mktp US	Aquatics- Mike Sedar Oper.	Deposit Bags	\$32.98
<i>AMZN Mktp US - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$32.98</i>
AMZN Mktp US	Community Development	BOOK STORES	\$14.88
AMZN Mktp US	Community Development	BOOK STORES	\$25.98
AMZN Mktp US	Community Development	BOOK STORES	\$44.34
<i>AMZN Mktp US - Total For Community Development</i>			<i>\$85.20</i>

AMZN Mktp US	Health Insurance Fund	100 domestic violence awareness pins	\$26.99
<i>AMZN Mktp US - Total For Health Insurance Fund</i>			<i>\$26.99</i>
AMZN Mktp US	Rec Center - Classes	HDMI Cable, Memory Card	\$31.77
AMZN Mktp US	Rec Center - Classes	CRC Camp Supplies, Volleyball Standards	\$1,395.90
AMZN Mktp US	Rec Center - Classes	Camera Bag	\$34.40
AMZN Mktp US	Rec Center - Classes	Volleyball Stanchion	\$1,395.90
AMZN Mktp US	Rec Center - Classes	CRC Camp DFS Wall Mounted Fans for Room	\$859.38
AMZN Mktp US	Rec Center - Classes	CRC DFS Youth Camp Training/Activities/Tea	\$1,513.65
<i>AMZN Mktp US - Total For Rec Center - Classes</i>			<i>\$5,231.00</i>
AMZN Mktp US	Rec Center - Operations	CRC Office Supplies Tape label maker	\$26.58
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			<i>\$26.58</i>
AMZN Mktp US	Water Tanks	HEAVY DUTY STAFF GAUGE- OTHER MATERI	\$45.97
<i>AMZN Mktp US - Total For Water Tanks</i>			<i>\$45.97</i>
AMZN Mktp US - ALL DEPARTMENTS			\$5,550.28

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	iCloud Storage	\$0.99
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			<i>\$0.99</i>
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$0.99

APPLIED INDUSTRIAL T

APPLIED INDUSTRIAL T	Buildings & Structures Fund	HVAC PM Supplies for Senior Center - Applie	\$395.34
<i>APPLIED INDUSTRIAL T - Total For Buildings & Structures Fund</i>			<i>\$395.34</i>
APPLIED INDUSTRIAL T - ALL DEPARTMENTS			\$395.34

ARBYS 5528

ARBYS 5528	Police Investigations	FAST FOOD RESTAURANTS; food 22-002008	\$20.08
<i>ARBYS 5528 - Total For Police Investigations</i>			<i>\$20.08</i>
ARBYS 5528 - ALL DEPARTMENTS			\$20.08

ASSOCIATED POOL BUIL

ASSOCIATED POOL BUIL	Aquatics - Operations	Calibrated Becs Systems 5 With Lit Flow Cell	\$5,136.75
ASSOCIATED POOL BUIL	Aquatics - Operations	Reset Chamber, Replace Orp Probe - labor/	\$1,075.00

ASSOCIATED POOL BUIL - Total For Aquatics - Operations \$6,211.75

ASSOCIATED POOL BUIL - ALL DEPARTMENTS \$6,211.75

AT & T CORP

AT & T CORP	Community Development	Acct #287298906028	\$433.22
<i>AT & T CORP - Total For Community Development</i>			\$433.22
AT & T CORP	Fire-EMS Administration	Acct #287292151247	\$688.64
<i>AT & T CORP - Total For Fire-EMS Administration</i>			\$688.64
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$208.30
<i>AT & T CORP - Total For Public Safety Communications</i>			\$208.30
AT & T CORP	Regional Water Operations	Acct#287311040412 - Srvce to Tablet- Com	\$40.04
<i>AT & T CORP - Total For Regional Water Operations</i>			\$40.04
AT & T CORP	Sewer Wastewater Collection	Acct #287295228508 remote device data	\$160.16
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			\$160.16
AT & T CORP	Water Distribution	Acct #287290345044	\$524.92
<i>AT & T CORP - Total For Water Distribution</i>			\$524.92
AT & T CORP	Water Meters	Acct #287290345044	\$235.84
<i>AT & T CORP - Total For Water Meters</i>			\$235.84
AT & T CORP - ALL DEPARTMENTS			\$2,291.12

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Credit for Copier Toner at Scale House	(\$170.79)
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$115.23
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies & colored toner for printer	\$1,108.01
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$1,052.45
ATLAS OFFICE PRODUCT	City Attorney	Office supplies	\$68.49
<i>ATLAS OFFICE PRODUCT - Total For City Attorney</i>			\$68.49
ATLAS OFFICE PRODUCT	Community Development	Technology Supplies	\$426.00
<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			\$426.00
ATLAS OFFICE PRODUCT	Customer Service	KEYBOARD AND CREAMER	\$63.67
ATLAS OFFICE PRODUCT	Customer Service	PAPER TOWLES	\$30.10
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$93.77
ATLAS OFFICE PRODUCT	Direct Distribution - Police	Office chair	\$430.00
<i>ATLAS OFFICE PRODUCT - Total For Direct Distribution - Police</i>			\$430.00

ATLAS OFFICE PRODUCT	Ft. Caspar Museum	office supplies for museum	\$19.77
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	shopping bags for gift shop	\$7.46
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			<i>\$27.23</i>
ATLAS OFFICE PRODUCT	Human Resources	1cs paper, 10pk 8-tab dividers	\$63.25
ATLAS OFFICE PRODUCT	Human Resources	1 pk USBs, 1 pack of dry erase markers, 1 pk	\$40.81
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$104.06</i>
ATLAS OFFICE PRODUCT	Metro Animal Shelter	Office supplies	\$10.36
<i>ATLAS OFFICE PRODUCT - Total For Metro Animal Shelter</i>			<i>\$10.36</i>
ATLAS OFFICE PRODUCT	Regional Water Operations	HDMI Cables, Paper Towels, Floor Wax, Fold	\$320.01
<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$320.01</i>
ATLAS OFFICE PRODUCT	Water Administration	Office Supplies	\$17.88
ATLAS OFFICE PRODUCT	Water Administration	Paint Pens - Office Supplies	\$8.37
<i>ATLAS OFFICE PRODUCT - Total For Water Administration</i>			<i>\$26.25</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$2,558.62

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Community Development	Public Notice Posters	\$30.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$30.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$30.00

BADGER METER INC

BADGER METER INC	Water Meters	Orion Cellular Lte Serv Unit - September 202	\$162.87
<i>BADGER METER INC - Total For Water Meters</i>			<i>\$162.87</i>
BADGER METER INC - ALL DEPARTMENTS			\$162.87

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Disposal & Landfill	Fly Swatters FOR EQUIPT BLDG	\$14.34
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Disposal & Landfill</i>			<i>\$14.34</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$14.34

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Disposal & Landfill	PARTS FOR PORTABLE FENCE PROJECT	\$53.42
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	FASTENERS/DRILL BITS FOR PORTABLE FENC	\$31.69

BAILEYS ACE HDWE	Balefill - Disposal & Landfill	PARTS FOR PORTABLE LITTER FENCE PROJEC	\$65.85
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	POLES FOR PORTABLE LITTLER FENCE	\$90.87
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			<i>\$241.83</i>
BAILEYS ACE HDWE	Balefill - Diversion & Special	extension cords & drill bits for special waste	\$69.14
<i>BAILEYS ACE HDWE - Total For Balefill - Diversion & Special</i>			<i>\$69.14</i>
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Baileys	\$12.03
BAILEYS ACE HDWE	Buildings & Structures Fund	Carpentry repair supplies for Rec Center - Bai	\$8.50
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$20.53</i>
BAILEYS ACE HDWE	Ice Arena - Operations	Net Pegging Supplies - Drill Bit	\$5.59
BAILEYS ACE HDWE	Ice Arena - Operations	RUBBER STOPPER FOR GOAL PEG	\$2.79
<i>BAILEYS ACE HDWE - Total For Ice Arena - Operations</i>			<i>\$8.38</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Screws	\$40.30
<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			<i>\$40.30</i>
BAILEYS ACE HDWE	Refuse - Residential	SPRAY BOTTLE FOR TRUCK BARN	\$6.99
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			<i>\$6.99</i>
BAILEYS ACE HDWE	Weed & Pest Fund	Brass parts for sprayer	\$49.25
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			<i>\$49.25</i>
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$436.42

BARGREEN WYOMING

BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$162.75
BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$155.18
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			<i>\$317.93</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$317.93

BASIN CONCRETE INC

BASIN CONCRETE INC	Balefill		\$731.78
<i>BASIN CONCRETE INC - Total For Balefill</i>			<i>\$731.78</i>
BASIN CONCRETE INC - ALL DEPARTMENTS			\$731.78

BIG HORN TIRE

BIG HORN TIRE	Balefill - Disposal & Landfill	TIRE REPAIR - ARTICULATING HAUL TRK #141	\$299.30
<i>BIG HORN TIRE - Total For Balefill - Disposal & Landfill</i>			<i>\$299.30</i>

BIG HORN TIRE - ALL DEPARTMENTS \$299.30

BLACK HILLS ENERGY

BLACK HILLS ENERGY Field Maintenance Acct #5655 3404 55 \$40.96

BLACK HILLS ENERGY - Total For Field Maintenance \$40.96

BLACK HILLS ENERGY - ALL DEPARTMENTS \$40.96

BLACKJACK PIZZA

BLACKJACK PIZZA Police Investigations EATING PLACES, RESTAURANTS; food 23-06 \$37.22

BLACKJACK PIZZA - Total For Police Investigations \$37.22

BLACKJACK PIZZA - ALL DEPARTMENTS \$37.22

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO Buildings & Structures Fund Ice Machine repair supplies for Service Cente \$31.45

BLOEDORN LUMBER CO Buildings & Structures Fund Carpentry Supplies for CBC - Bloedorn \$201.17

BLOEDORN LUMBER CO Buildings & Structures Fund Roof repair supplies for Air Modelers - Bloed \$723.37

BLOEDORN LUMBER CO - Total For Buildings & Structures Fund \$955.99

BLOEDORN LUMBER CO Streets Plastic for covering concrete \$57.58

BLOEDORN LUMBER CO Streets 2 - 2"X6" firs for forming - 1 bundle of wood \$59.14

BLOEDORN LUMBER CO - Total For Streets \$116.72

BLOEDORN LUMBER CO - ALL DEPARTMENTS \$1,072.71

BLUE SKY LUBRICANTS

BLUE SKY LUBRICANTS Regional Water Operations Food Grade Lubricant - Pump & Lubricant Su \$2,664.74

BLUE SKY LUBRICANTS - Total For Regional Water Operations \$2,664.74

BLUE SKY LUBRICANTS - ALL DEPARTMENTS \$2,664.74

BOLDT, BRANDI

BOLDT, BRANDI Water Revenue and Transfer \$223.02

BOLDT, BRANDI - Total For Water Revenue and Transfers \$223.02

BOLDT, BRANDI - ALL DEPARTMENTS \$223.02

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ammonium Hydroxide - Sole Source Memo -	\$17,539.36
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	\$19,117.50
<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			\$56,288.96
BRENNTAG PACIFIC, IN	WWTP Regional Interceptors	Ferrous Chloride Solution	\$18,286.21
<i>BRENNTAG PACIFIC, IN - Total For WWTP Regional Interceptors</i>			\$18,286.21
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$74,575.17

BRENTON MANUFACTURING

BRENTON MANUFACTURING	RWS - Booster Stations	Wardwell Booster Fencing Materials -Booste	\$2,619.34
<i>BRENTON MANUFACTURING - Total For RWS - Booster Stations</i>			\$2,619.34
BRENTON MANUFACTURING - ALL DEPARTMENTS			\$2,619.34

CAROLINA SOFTWARE

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

CASPER AREA CHAMBER

CASPER AREA CHAMBER	City Attorney	CLE: Leadership Seminar	\$149.00
<i>CASPER AREA CHAMBER - Total For City Attorney</i>			\$149.00
CASPER AREA CHAMBER - ALL DEPARTMENTS			\$149.00

CASPER AUTOMOTIVE RE

CASPER AUTOMOTIVE RE	Ft. Caspar Museum	Paint for Bell at Fort Casper	\$98.90
<i>CASPER AUTOMOTIVE RE - Total For Ft. Caspar Museum</i>			\$98.90
CASPER AUTOMOTIVE RE - ALL DEPARTMENTS			\$98.90

CASPER COLLEGE

CASPER COLLEGE	City Clerk	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$315.00
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CASPER COLLEGE	City Clerk	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$315.00
<i>CASPER COLLEGE - Total For City Clerk</i>			<i>\$630.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$630.00

CASPER MOUNTAIN MOTO

CASPER MOUNTAIN MOTO	Weed & Pest Fund	tie rod kit	\$133.94
<i>CASPER MOUNTAIN MOTO - Total For Weed & Pest Fund</i>			<i>\$133.94</i>
CASPER MOUNTAIN MOTO - ALL DEPARTMENTS			\$133.94

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Notice Of Final Payment To Contractor	\$147.56
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$147.56</i>
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$1,128.30
CASPER STAR-TRIBUNE,	City Clerk	Public Hearing - liquor license ordinance	\$87.08
CASPER STAR-TRIBUNE,	City Clerk	Notice Amending FY24 COC Municipal Budge	\$59.80
CASPER STAR-TRIBUNE,	City Clerk	Council Proceedings - Special Meeting	\$83.84
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,359.02</i>
CASPER STAR-TRIBUNE,	WWTP Operations	Standard Advertisement For Bids	\$589.20
<i>CASPER STAR-TRIBUNE, - Total For WWTP Operations</i>			<i>\$589.20</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$2,095.78

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLL OF	\$45.00
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLL OF	\$90.00
CASPER TIRE	Refuse - Commercial	Flat repair TRK#2305 COMMERCIAL ROLL OF	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$180.00</i>
CASPER TIRE	Refuse - Recycling	Flat repair TRK#2276 RECYCLE FL 2015	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat Repair TRK#2284 RESIDENT SL 2016	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$45.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$270.00

CASPER TIRE 0000705

CASPER TIRE 0000705	Weed & Pest Fund	flat repair John Deere tractor	\$65.00
<i>CASPER TIRE 0000705 - Total For Weed & Pest Fund</i>			<i>\$65.00</i>
CASPER TIRE 0000705 - ALL DEPARTMENTS			\$65.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Sewer cleaning supplies for Metro Animal Sh	\$23.24
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Parking Garage -	\$43.04
CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for Mike Sedar Pool	\$189.45
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Winnel	\$80.16
CASPER WINNELSON CO	Buildings & Structures Fund	Irrigation repair supplies for Parks Dept. - Wi	\$92.90
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$428.79</i>
CASPER WINNELSON CO	WWTP Operations	Plumbing parts	\$194.20
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$194.20</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$622.99

CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Ft. Caspar Museum	Parking fee at airport while at Museum Conf	\$30.00
<i>CASPER/NATRONA COUNT - Total For Ft. Caspar Museum</i>			<i>\$30.00</i>
CASPER/NATRONA COUNT - ALL DEPARTMENTS			\$30.00

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - September 202	\$8,598.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$8,598.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$8,598.00

CENTURYLINK

CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B Gas System Analo	\$81.68
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$81.68</i>
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$45.28
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$45.28</i>
CENTURYLINK	Fire-EMS Administration	Acct #71332709	\$250.05
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,312.52
CENTURYLINK	Fire-EMS Administration	Acct #307-432-1300 572B	\$497.63

<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$2,060.20
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$49.18
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$49.18
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B lift station commu	\$82.49
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$82.49
CENTURYLINK	WWTP Regional Interceptors	Acct #P-307-234-3201 148M	\$1,336.11
<i>CENTURYLINK - Total For WWTP Regional Interceptors</i>			\$1,336.11
CENTURYLINK - ALL DEPARTMENTS			\$3,654.94

CHALK BUTTES LANDSCA

CHALK BUTTES LANDSCA	Capital Projects Fund	2022 Highland Park Cemetery Ir	\$4,786.13
<i>CHALK BUTTES LANDSCA - Total For Capital Projects Fund</i>			\$4,786.13
CHALK BUTTES LANDSCA - ALL DEPARTMENTS			\$4,786.13

CHEM AQUA

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

CIRCLE K #2741314

CIRCLE K #2741314	Police Career Services	AUTOMATED FUEL DISPENSERS; fuel CPTED	\$15.01
<i>CIRCLE K #2741314 - Total For Police Career Services</i>			\$15.01
CIRCLE K #2741314 - ALL DEPARTMENTS			\$15.01

CITIZEN PAYMENT

CITIZEN PAYMENT	Aquatics - Operations	Aquatic Adult Membership Refund	\$292.45
CITIZEN PAYMENT	Aquatics - Operations	Aquatic Adult Membership Refund	\$207.20
<i>CITIZEN PAYMENT - Total For Aquatics - Operations</i>			\$499.65
CITIZEN PAYMENT	General Fund Revenue	Return of Funds From Check #7195087024	\$1,300.00
<i>CITIZEN PAYMENT - Total For General Fund Revenue</i>			\$1,300.00
CITIZEN PAYMENT	Rec Center	Tani Field Refund-6th Ann. Carter Memorial	\$1,660.00
<i>CITIZEN PAYMENT - Total For Rec Center</i>			\$1,660.00

CITIZEN PAYMENT - ALL DEPARTMENTS

\$3,459.65

CITY OF CASPER

CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - August 2023	\$27,383.71
CITY OF CASPER	Public Transit - Operations	Fuel & Workorder Charges - August 2023	\$19,923.64
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$47,307.35</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$7,331.90
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$622.60
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,772.70
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$713.35
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$6,941.20
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,172.30
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$6,460.15
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,832.38
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$7,879.23
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,887.38
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$56,613.19</i>
CITY OF CASPER	Regional Water Operations	Alt. Daily Compost - Red Dirt - Refuse Collect	\$7,917.35
CITY OF CASPER	Regional Water Operations	Alt. Daily Compost - Red Dirt - Refuse Collect	\$8,077.30
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$15,994.65</i>
CITY OF CASPER	Risk Management	4441 Freedom Circle-HID #2288 - Claim #202	\$436.61
<i>CITY OF CASPER - Total For Risk Management</i>			<i>\$436.61</i>
CITY OF CASPER	Sewer Administration	201 Sewer RWWS	\$468,974.00
<i>CITY OF CASPER - Total For Sewer Administration</i>			<i>\$468,974.00</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$99.55
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon & Alternate Dail	\$317.85
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$96.80
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$126.50
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$640.70</i>
CITY OF CASPER - ALL DEPARTMENTS			\$589,966.50

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Metropolitan Planning Org	Evansville East Side Sidewalk	\$442.94
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$442.94</i>

CIVIL ENGINEERING PR - ALL DEPARTMENTS

\$442.94

CLEAN CLUB 307

CLEAN CLUB 307	Balefill - Baler Processing	Cleaning/Janitorial Service August 2023	\$540.00
CLEAN CLUB 307	Balefill - Baler Processing	Cleaning/Janitorial Service September 2023	\$540.00
<i>CLEAN CLUB 307 - Total For Balefill - Baler Processing</i>			<i>\$1,080.00</i>
CLEAN CLUB 307	Balefill - Disposal & Landfill	Cleaning/Janitorial Service August 2023	\$435.00
CLEAN CLUB 307	Balefill - Disposal & Landfill	Cleaning/Janitorial Service September 2023	\$435.00
<i>CLEAN CLUB 307 - Total For Balefill - Disposal & Landfill</i>			<i>\$870.00</i>

CLEAN CLUB 307 - ALL DEPARTMENTS

\$1,950.00

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	REPAIR TRK#2257 LANDFILL ROLL OFF 2010	\$55.84
CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair TRK#2287 COMMERCIAL R	\$2,628.20
<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$2,684.04</i>
CMI TECO, INC.	Refuse - Commercial	Prox Switch TRK#2272 COMMERCIAL FL 201	\$95.62
CMI TECO, INC.	Refuse - Commercial	Tailgate Seal TRK#2272 COMMERCIAL FL 201	\$3,325.15
CMI TECO, INC.	Refuse - Commercial	BLADE SHOES TRK#2288 COM FL 2018	\$112.86
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,533.63</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair TRK#2309 RECYCLE FL 202	\$4,590.18
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$4,590.18</i>
CMI TECO, INC.	Refuse - Residential	Ext Finger FOR ALL MCNEILUS SL	\$1,376.45
CMI TECO, INC.	Refuse - Residential	Hydraulic In-Tank Filter & Labor - Orig Inv #9	(\$958.55)
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2274 RESIDENT SL 20	\$1,387.65
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$1,805.55</i>

CMI TECO, INC. - ALL DEPARTMENTS

\$12,613.40

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery for scale house customers	\$43.75
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			<i>\$43.75</i>

COCA COLA BOTTLING C - ALL DEPARTMENTS

\$43.75

CODALE ELECTRIC-CASP

CODALE ELECTRIC-CASP	Regional Water Operations	Bushings - Machinery Supplies	\$25.32
CODALE ELECTRIC-CASP	Regional Water Operations	Bushings for Morad Recharge - Well Supplies	\$74.25
CODALE ELECTRIC-CASP	Regional Water Operations	UPS - Backup Battery - Machinery Supplies	\$1,027.00
<i>CODALE ELECTRIC-CASP - Total For Regional Water Operations</i>			<i>\$1,126.57</i>
CODALE ELECTRIC-CASP - ALL DEPARTMENTS			\$1,126.57

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Diversion & Special	Radio repair Special Waste Supervisor trk#141	\$409.29
<i>COMMUNICATION TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$409.29</i>
COMMUNICATION TECHNO	Fire-EMS Operations	Reconnected speaker and ground leads	\$55.00
COMMUNICATION TECHNO	Fire-EMS Operations	Programmed Radio	\$110.00
<i>COMMUNICATION TECHNO - Total For Fire-EMS Operations</i>			<i>\$165.00</i>
COMMUNICATION TECHNO	Refuse - Residential	SAFETY LIGHT TRK#2308 PARKS REARLOAD 2	\$154.00
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			<i>\$154.00</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$728.29

CONVERGEONE

CONVERGEONE	Rec Center - Sports Programs	Meraki MDM software	\$77.07
<i>CONVERGEONE - Total For Rec Center - Sports Programs</i>			<i>\$77.07</i>
CONVERGEONE - ALL DEPARTMENTS			\$77.07

Core & Main

Core & Main	Water Meters	ITRON 5/8 METERS	\$28,400.00
<i>Core & Main - Total For Water Meters</i>			<i>\$28,400.00</i>
Core & Main - ALL DEPARTMENTS			\$28,400.00

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Brush Assembly, Cable, Motor Filter & Bag P	\$210.10
COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Trash bags; Toilet Paper	\$320.72
<i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i>			<i>\$530.82</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$530.82

CPS DISTRIBUTORS, IN

CPS DISTRIBUTORS, IN	Golf - Operations	Custom Green Turf Blankets	\$3,123.60
<i>CPS DISTRIBUTORS, IN - Total For Golf - Operations</i>			<i>\$3,123.60</i>
CPS DISTRIBUTORS, IN	Parks - Parks Maint.	PVC Primer, Coupler Slips & Slip Fix for Eastd	\$34.48
<i>CPS DISTRIBUTORS, IN - Total For Parks - Parks Maint.</i>			<i>\$34.48</i>
CPS DISTRIBUTORS, IN - ALL DEPARTMENTS			\$3,158.08

CPU IIT

CPU IIT	Information Services	Citrix 2023 Renewal	\$13,162.85
<i>CPU IIT - Total For Information Services</i>			<i>\$13,162.85</i>
CPU IIT	Public Safety Communication	Scanners for Workstations	\$2,214.00
<i>CPU IIT - Total For Public Safety Communications</i>			<i>\$2,214.00</i>
CPU IIT - ALL DEPARTMENTS			\$15,376.85

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L	Capital Projects Fund	New building or building modif	\$200,323.93
<i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i>			<i>\$200,323.93</i>
CROWN CONSTRUCTION L - ALL DEPARTMENTS			\$200,323.93

CROWNE PLAZA CLEVELA

CROWNE PLAZA CLEVELA	Metropolitan Planning Org	CROWNE PLAZA HOTELS	\$166.32
<i>CROWNE PLAZA CLEVELA - Total For Metropolitan Planning Org</i>			<i>\$166.32</i>
CROWNE PLAZA CLEVELA - ALL DEPARTMENTS			\$166.32

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Electrical repair supplies for Fire Station 3 - C	\$116.30
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting repair supplies for CBC - Crum	\$41.17
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$157.47</i>
CRUM ELECTRIC SUPPLY	Regional Water Operations	Parts for South Chem - Machinery Supplies	\$300.00
<i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i>			<i>\$300.00</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$457.47

DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Direct Distribution - Fire	Icemaker Installation	\$1,550.00
<i>DAVIDSON MECHANICAL, - Total For Direct Distribution - Fire</i>			<i>\$1,550.00</i>
DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$1,550.00

DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Capital Projects Fund	Antenna for Baseline Controllers at Soccer Fi	\$200.00
<i>DBC IRRIGATION SUPPL - Total For Capital Projects Fund</i>			<i>\$200.00</i>
DBC IRRIGATION SUPPL	Field Maintenance	Heads for Soccer Complex	\$504.93
DBC IRRIGATION SUPPL	Field Maintenance	Irrigation Repair Crossroads Park	\$78.46
DBC IRRIGATION SUPPL	Field Maintenance	10" Round Valve Box for Tani Field	\$13.38
DBC IRRIGATION SUPPL	Field Maintenance	Heads and tester for Soccer Fields	\$660.61
DBC IRRIGATION SUPPL	Field Maintenance	Heads for Lansing Field	\$43.94
DBC IRRIGATION SUPPL	Field Maintenance	Valve replacement Washington Baseball	\$316.68
<i>DBC IRRIGATION SUPPL - Total For Field Maintenance</i>			<i>\$1,618.00</i>
DBC IRRIGATION SUPPL	Fire-EMS Operations	Fertilizer Spreader for Station 6	\$217.59
<i>DBC IRRIGATION SUPPL - Total For Fire-EMS Operations</i>			<i>\$217.59</i>
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation heads for stock with a \$412.19 cre	\$804.66
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Long Park	\$85.09
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Repair PV Park	\$113.12
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Parts for replacing backflow preventer at Ver	\$6.09
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Solenoids for ARADs	\$723.32
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Sod shovel	\$40.23
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Parts for replacing backflow preventer at Ver	\$153.66
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Fire 2	\$76.96
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Locate Paint	\$73.38
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Valve solenoid for Mike Sedar South	\$40.86
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair PV Park	\$521.91
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Solenoid for ARAD	\$361.66
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Long Park	\$28.28
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Valve for Washington Park	\$383.56
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair PV Pool	\$105.75
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation Repair Fire 3	\$178.69
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland Park	\$190.02

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Locate Paint	\$18.35
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Parts for replacing backflow preventer at Ver	\$68.06
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Heads for Highland Park	\$557.46
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$4,531.11</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$6,566.70

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fire-EMS Operations	Station Supplies	\$62.90
<i>DECKER AUTO GLASS, I - Total For Fire-EMS Operations</i>			<i>\$62.90</i>
DECKER AUTO GLASS, I	Refuse - Recycling	Auto Glass Repair TRK#2247 RECYCLE HAUL	\$250.28
<i>DECKER AUTO GLASS, I - Total For Refuse - Recycling</i>			<i>\$250.28</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$313.18

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies for Rec Center - Dennis Su	\$8.20
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM Supplies - Dennis Supply	\$1,180.03
DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC PM and Repair Supplies - Dennis Suppl	\$304.85
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$1,493.08</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$1,493.08

DEVELOPMENT DEPARTME

DEVELOPMENT DEPARTME	Balefill		\$40.00
<i>DEVELOPMENT DEPARTME - Total For Balefill</i>			<i>\$40.00</i>
DEVELOPMENT DEPARTME - ALL DEPARTMENTS			\$40.00

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Regional Water Operations	Polymer Strainers for South Chem. - Machin	\$39.50
<i>DIAMOND VOGEL PAINTS - Total For Regional Water Operations</i>			<i>\$39.50</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$39.50

DISCOUNTCELL INC

DISCOUNTCELL INC	Fire-EMS Administration	Reserve BC Rig CradlePoint	\$1,434.84
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<i>DISCOUNTCELL INC - Total For Fire-EMS Administration</i>			<i>\$1,434.84</i>
DISCOUNTCELL INC - ALL DEPARTMENTS			\$1,434.84

DOMINO'S 6042

DOMINO'S 6042	Community Development	FAST FOOD RESTAURANTS	\$109.41
<i>DOMINO'S 6042 - Total For Community Development</i>			<i>\$109.41</i>
DOMINO'S 6042 - ALL DEPARTMENTS			\$109.41

DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - Sole Source Memo - C	\$13,160.39
<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>			<i>\$13,160.39</i>
DPC INDUSTRIES, INC. - ALL DEPARTMENTS			\$13,160.39

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Balefill - Disposal & Landfill	Milestone License thermal monitoring demo	\$306.00
<i>DYNAMIC CONTROLS INC - Total For Balefill - Disposal & Landfill</i>			<i>\$306.00</i>
DYNAMIC CONTROLS INC	Human Resources	HID ID Cards	\$2,112.00
<i>DYNAMIC CONTROLS INC - Total For Human Resources</i>			<i>\$2,112.00</i>
DYNAMIC CONTROLS INC	WWTP Operations	Install Gate Controller	\$678.00
<i>DYNAMIC CONTROLS INC - Total For WWTP Operations</i>			<i>\$678.00</i>
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$3,096.00

EB INC

EB INC	Balefill - Disposal & Landfill	SOLID WASTE LAWN & WEED SERVICE	\$326.32
<i>EB INC - Total For Balefill - Disposal & Landfill</i>			<i>\$326.32</i>
EB INC - ALL DEPARTMENTS			\$326.32

EB TACTICAL LEADERSH

EB TACTICAL LEADERSH	Fire-EMS Training	Tactical Leadership	\$175.00
<i>EB TACTICAL LEADERSH - Total For Fire-EMS Training</i>			<i>\$175.00</i>
EB TACTICAL LEADERSH - ALL DEPARTMENTS			\$175.00

ECO-COMPTEUR INC

ECO-COMPTEUR INC	Parks - Parks Maint.	Battery & Cable Replacement - service & ma	\$1,800.00
ECO-COMPTEUR INC	Parks - Parks Maint.	Battery & Cable Replacement & Waterproof	\$1,660.00
<i>ECO-COMPTEUR INC - Total For Parks - Parks Maint.</i>			<i>\$3,460.00</i>
ECO-COMPTEUR INC - ALL DEPARTMENTS			\$3,460.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund</i>			<i>\$300.00</i>
EMPLOYEE REIMBURSEME	Community Development	Rotary Quarterly Dues Reimbursement	\$240.50
<i>EMPLOYEE REIMBURSEME - Total For Community Development</i>			<i>\$240.50</i>
EMPLOYEE REIMBURSEME	Human Resources	Tuition & Book Reimbursement	\$1,660.63
<i>EMPLOYEE REIMBURSEME - Total For Human Resources</i>			<i>\$1,660.63</i>
EMPLOYEE REIMBURSEME	Refuse - Residential	Employee Reimbursement Winter Outerwea	\$104.99
<i>EMPLOYEE REIMBURSEME - Total For Refuse - Residential</i>			<i>\$104.99</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Work Boot & Jean Reimbursement-Uniforms	\$204.55
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$204.55</i>
EMPLOYEE REIMBURSEME	WWTP Operations	Work boot reimbursement	\$111.55
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			<i>\$111.55</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$2,622.22

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores Tests - Testing	\$339.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$339.00</i>
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$396.00
ENERGY LABRATORIES I	Water Tanks	Metals by ICP/ICPMS, Drinking Water testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$99.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$99.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$647.00</i>
ENERGY LABRATORIES I	WWTP Operations	Metals by ICP/ICPMS, Total	\$53.00
ENERGY LABRATORIES I	WWTP Operations	Water Annual Testing - E1664A Oil & Grease	\$102.00
<i>ENERGY LABRATORIES I - Total For WWTP Operations</i>			<i>\$155.00</i>

ENERGY LABRATORIES I - ALL DEPARTMENTS \$1,141.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A Capital Projects Fund Design of Athletic Fields Ligh \$125.00

ENGINEERING DESIGN A - Total For Capital Projects Fund \$125.00

ENGINEERING DESIGN A - ALL DEPARTMENTS \$125.00

ENGINEERING ECONOMIC

ENGINEERING ECONOMIC Capital Projects Fund Contract with Engineering Econ \$1,540.00

ENGINEERING ECONOMIC - Total For Capital Projects Fund \$1,540.00

ENGINEERING ECONOMIC - ALL DEPARTMENTS \$1,540.00

ENTERPRISE RENT-A-CA

ENTERPRISE RENT-A-CA Police Career Services ENTERPRISE RENT-A-CAR; Car rental, CPTED \$504.91

ENTERPRISE RENT-A-CA - Total For Police Career Services \$504.91

ENTERPRISE RENT-A-CA - ALL DEPARTMENTS \$504.91

ERAC TOLL 776252460

ERAC TOLL 776252460 Police Career Services TOLLS, ROAD AND BRIDGE FEES; toll charges \$21.67

ERAC TOLL 776252460 - Total For Police Career Services \$21.67

ERAC TOLL 776252460 - ALL DEPARTMENTS \$21.67

EUROFINS EATON ANALY

EUROFINS EATON ANALY Regional Water Operations Bromate Testing - Testing \$200.00

EUROFINS EATON ANALY - Total For Regional Water Operations \$200.00

EUROFINS EATON ANALY Water Tanks LAB TESTING \$525.00

EUROFINS EATON ANALY Water Tanks LAB TESTING \$525.00

EUROFINS EATON ANALY - Total For Water Tanks \$1,050.00

EUROFINS EATON ANALY - ALL DEPARTMENTS \$1,250.00

EXPEDIA 726631408762

EXPEDIA 726631408762	Rec Center - Admin	NRPA Conference - room in Dallas	\$404.64
<i>EXPEDIA 726631408762 - Total For Rec Center - Admin</i>			<i>\$404.64</i>
EXPEDIA 726631408762 - ALL DEPARTMENTS			\$404.64

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Refuse - Residential	Temp service -- Street Sweeping	\$1,189.33
EXPRESS SERVICES INC	Refuse - Residential	Temp service-STREET SWEEPING	\$1,161.60
<i>EXPRESS SERVICES INC - Total For Refuse - Residential</i>			<i>\$2,350.93</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$2,350.93

EXXON CC 124

EXXON CC 124	WWTP Operations	Gas	\$30.00
<i>EXXON CC 124 - Total For WWTP Operations</i>			<i>\$30.00</i>
EXXON CC 124 - ALL DEPARTMENTS			\$30.00

EXXON GOOD TO GO STO

EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$77.60
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$43.33
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$96.82
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$60.74
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$61.03
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$68.57
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$81.25
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$106.72
EXXON GOOD TO GO STO	Fire-EMS Operations	Fuel	\$69.22
<i>EXXON GOOD TO GO STO - Total For Fire-EMS Operations</i>			<i>\$665.28</i>
EXXON GOOD TO GO STO - ALL DEPARTMENTS			\$665.28

FEDEX OFFIC942000094

FEDEX OFFIC942000094	Softball	Brackets from fed ex for Ghosts and Goblins	\$11.94
<i>FEDEX OFFIC942000094 - Total For Softball</i>			<i>\$11.94</i>
FEDEX OFFIC942000094 - ALL DEPARTMENTS			\$11.94

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Sewer Wastewater Collection shear guards		\$1,060.00
<i>FERGUSON ENTERPRISES - Total For Sewer Wastewater Collection</i>			<i>\$1,060.00</i>
FERGUSON ENTERPRISES	Water Distribution	METER PIT EXT FOR 6532 SADDLE STRING-	\$151.85
<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			<i>\$151.85</i>
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$1,211.85

FIREHOUSEPIZZAWOODFI

FIREHOUSEPIZZAWOODFI	Kickball	Ghosts and Goblins-Prizes	\$50.00
<i>FIREHOUSEPIZZAWOODFI - Total For Kickball</i>			<i>\$50.00</i>
FIREHOUSEPIZZAWOODFI - ALL DEPARTMENTS			\$50.00

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment fees 8/16/23 - 9/15/23	\$672.25
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			<i>\$672.25</i>
FIRST INTERSTATE BAN	Direct Distribution	Investment fees 8/16/23 - 9/15/23	\$119.73
<i>FIRST INTERSTATE BAN - Total For Direct Distribution</i>			<i>\$119.73</i>
FIRST INTERSTATE BAN	General Fund Revenue	Investment fees 8/16/23 - 9/15/23	\$7,441.76
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			<i>\$7,441.76</i>
FIRST INTERSTATE BAN	Health Insurance Fund	Investment fees 8/16/23 - 9/15/23	\$258.62
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			<i>\$258.62</i>
FIRST INTERSTATE BAN	Human Resources	Gift Cards	\$497.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$497.00</i>
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment fees 8/16/23 - 9/15/23	\$431.59
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			<i>\$431.59</i>
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment fees 8/16/23 - 9/15/23	\$69.27
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			<i>\$69.27</i>
FIRST INTERSTATE BAN	Parking Fund	Investment fees 8/16/23 - 9/15/23	\$9.62
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			<i>\$9.62</i>
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment fees 8/16/23 - 9/15/23	\$2,416.30
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			<i>\$2,416.30</i>
FIRST INTERSTATE BAN	Refuse - Residential	Investment fees 8/16/23 - 9/15/23	\$343.92
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			<i>\$343.92</i>

FIRST INTERSTATE BAN	Revolving Land Fund	Investment fees 8/16/23 - 9/15/23	\$56.33
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			\$56.33
FIRST INTERSTATE BAN	Sewer Administration	Investment fees 8/16/23 - 9/15/23	\$691.34
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			\$691.34
FIRST INTERSTATE BAN	Water Administration	Investment fees 8/16/23 - 9/15/23	\$1,828.80
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			\$1,828.80
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment fees 8/16/23 - 9/15/23	\$93.55
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			\$93.55
FIRST INTERSTATE BAN	WWTP Operations	Investment fees 8/16/23 - 9/15/23	\$969.33
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			\$969.33
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$15,899.41

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$48.80
FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$1,522.40
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			\$1,571.20
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$1,571.20

FISHER SCIENTIFIC

FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$55.68
FISHER SCIENTIFIC	WWTP Operations	Lab supplies	\$612.95
<i>FISHER SCIENTIFIC - Total For WWTP Operations</i>			\$668.63
FISHER SCIENTIFIC - ALL DEPARTMENTS			\$668.63

FLYING J

FLYING J	Police Investigations	SERVICE STATIONS: fuel	\$50.01
<i>FLYING J - Total For Police Investigations</i>			\$50.01
FLYING J - ALL DEPARTMENTS			\$50.01

FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - CARES Act	TripMaster Base / Licenses / Fleet Fee / Etc	\$2,546.50
<i>FOXSTER OPCO, LLC - Total For Public Transit - CARES Act</i>			\$2,546.50

FOXSTER OPCO, LLC - ALL DEPARTMENTS

\$2,546.50

FRONTLINE FIRE PROTE

FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$65.00
FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$209.00
FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$140.00
FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$155.00
FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$473.00
FRONTLINE FIRE PROTE	Fire-EMS Administration	Annual Maintenance & Report Of Fire Exting	\$707.00

<i>FRONTLINE FIRE PROTE - Total For Fire-EMS Administration</i>			\$1,749.00
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FRONTLINE FIRE PROTE - ALL DEPARTMENTS

\$1,749.00

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$70.25
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<i>GALLS, INC. - Total For Police Career Services</i>			\$70.25
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GALLS, INC. - ALL DEPARTMENTS

\$70.25

GEOTEC INDUSTRIAL SU

GEOTEC INDUSTRIAL SU	Traffic Control	10 rolls of snow fence for 21st & Kingsbury r	\$1,250.00
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<i>GEOTEC INDUSTRIAL SU - Total For Traffic Control</i>			\$1,250.00
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GEOTEC INDUSTRIAL SU - ALL DEPARTMENTS

\$1,250.00

GH PHIPPS WYOMING LL

GH PHIPPS WYOMING LL	Capital Projects Fund	Retainage - Contract #92400012	\$3,091.39
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GH PHIPPS WYOMING LL	Capital Projects Fund	CFAC Natatorium Improvements	\$58,736.43
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<i>GH PHIPPS WYOMING LL - Total For Capital Projects Fund</i>			\$61,827.82
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GH PHIPPS WYOMING LL - ALL DEPARTMENTS

\$61,827.82

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Community Development	Coffee Talk Catering	\$183.60
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<i>GLOBAL SPECTRUM L.P. - Total For Community Development</i>			\$183.60
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GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS \$183.60

GOLF & SPORT SOLUTIO

GOLF & SPORT SOLUTIO Golf - Operations Sand & Delivery Charge \$2,214.10

GOLF & SPORT SOLUTIO - Total For Golf - Operations \$2,214.10

GOLF & SPORT SOLUTIO - ALL DEPARTMENTS \$2,214.10

GOLF SAFETY

GOLF SAFETY Weed & Pest Fund Equipment Training \$95.00

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

GOLF SAFETY - ALL DEPARTMENTS \$95.00

GRAINGER, INC.

GRAINGER, INC. Buildings & Structures Fund Roof repair supplies for Air Modelers - Grain \$19.29

GRAINGER, INC. - Total For Buildings & Structures Fund \$19.29

GRAINGER, INC. Refuse - Commercial Pallet Carousel FOR SANDBLASTING COM CO \$667.71

GRAINGER, INC. - Total For Refuse - Commercial \$667.71

GRAINGER, INC. Refuse - Recycling 2 HYDRAULIC GAUGES FOR PLACTICS COMP \$80.53

GRAINGER, INC. - Total For Refuse - Recycling \$80.53

GRAINGER, INC. Regional Water Operations Linear Fluor Bulbs - Building Supplies \$253.32

GRAINGER, INC. - Total For Regional Water Operations \$253.32

GRAINGER, INC. WWTP Operations Motor \$156.67

GRAINGER, INC. - Total For WWTP Operations \$156.67

GRAINGER, INC. - ALL DEPARTMENTS \$1,177.52

GSG ARCHITECTURE

GSG ARCHITECTURE Capital Projects Fund Design and CA of CFAC Natatori \$3,893.60

GSG ARCHITECTURE - Total For Capital Projects Fund \$3,893.60

GSG ARCHITECTURE - ALL DEPARTMENTS \$3,893.60

HACH CO., CORP.

HACH CO., CORP. Regional Water Operations OzAccuvac/Buffer Soltn/Reagent/DI Water-L \$354.56

HACH CO., CORP.	Regional Water Operations	Calib. Kit & Acidic Surfactant Wash - Lab Sup	\$550.70
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$905.26</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$905.26

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	BAS Shop Supplies - Harbor Freight	\$46.91
HARBOR FREIGHT TOOLS	Buildings & Structures Fund	Plumbing repair supplies for CBC - Harbor Fr	\$76.96
<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$123.87</i>
HARBOR FREIGHT TOOLS	Fire-EMS Operations	P-Cord for R1	\$9.98
<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Operations</i>			<i>\$9.98</i>
HARBOR FREIGHT TOOLS	Fire-EMS Prevent & Inspect	Ladder	\$149.99
<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Prevent & Inspect</i>			<i>\$149.99</i>
HARBOR FREIGHT TOOLS	Parks - Special Areas	gloves	\$55.96
<i>HARBOR FREIGHT TOOLS - Total For Parks - Special Areas</i>			<i>\$55.96</i>
HARBOR FREIGHT TOOLS	Weed & Pest Fund	socket adapter	\$6.99
HARBOR FREIGHT TOOLS	Weed & Pest Fund	supplies	\$201.95
HARBOR FREIGHT TOOLS	Weed & Pest Fund	tools	\$189.96
<i>HARBOR FREIGHT TOOLS - Total For Weed & Pest Fund</i>			<i>\$398.90</i>
HARBOR FREIGHT TOOLS	WWTP Operations	Funnels	\$5.75
<i>HARBOR FREIGHT TOOLS - Total For WWTP Operations</i>			<i>\$5.75</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$744.45

HARDLINE EQUIPMENT L

HARDLINE EQUIPMENT L	Refuse - Residential	2020 Street Sweeper repair trk#2298	\$6,322.46
<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			<i>\$6,322.46</i>
HARDLINE EQUIPMENT L - ALL DEPARTMENTS			\$6,322.46

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Fire-EMS Operations	SCBA maintenance equipment and tools	\$19.95
HARDWARE PARTNERS LL	Fire-EMS Operations	SCBA maintenance equipment and tools	\$69.11
HARDWARE PARTNERS LL	Fire-EMS Operations	Station Supplies	\$23.38
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			<i>\$112.44</i>
HARDWARE PARTNERS LL	Regional Water Operations	Hose Heater for Morad Recharge Pump - We	\$7.98

<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			\$7.98
HARDWARE PARTNERS LL	Weed & Pest Fund	Ratchets	\$49.98
HARDWARE PARTNERS LL	Weed & Pest Fund	parts	\$7.48
HARDWARE PARTNERS LL	Weed & Pest Fund	equipment cleaner	\$39.96
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			\$97.42
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$217.84

HENSLEY BATTERY CASP

HENSLEY BATTERY CASP	Sewer Wastewater Collection Batteries		\$247.31
<i>HENSLEY BATTERY CASP - Total For Sewer Wastewater Collection</i>			\$247.31
HENSLEY BATTERY CASP - ALL DEPARTMENTS			\$247.31

HILTON CLEVELAND DOW

HILTON CLEVELAND DOW	Metropolitan Planning Org	DRINKING PLACES (ALCOHOLIC BEV.)-BARS,T	\$21.60
<i>HILTON CLEVELAND DOW - Total For Metropolitan Planning Org</i>			\$21.60
HILTON CLEVELAND DOW - ALL DEPARTMENTS			\$21.60

HILTON INTERNATIONAL

HILTON INTERNATIONAL	Metropolitan Planning Org	HILTON	\$982.32
<i>HILTON INTERNATIONAL - Total For Metropolitan Planning Org</i>			\$982.32
HILTON INTERNATIONAL - ALL DEPARTMENTS			\$982.32

HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Aquatics- Marion Kreiner Op	AQ Paint Markers; Material to reappear Barrie	\$13.99
<i>HOBBY-LOBBY #0233 - Total For Aquatics- Marion Kreiner Oper.</i>			\$13.99
HOBBY-LOBBY #0233	Ice Arena - Operations	BIRTHDAY TABLE COVER, DROPPER BOTTLE	\$24.96
<i>HOBBY-LOBBY #0233 - Total For Ice Arena - Operations</i>			\$24.96
HOBBY-LOBBY #0233	Public Safety Communication	HOBBY,TOY, AND GAME SHOPS Tee shirts	\$57.34
<i>HOBBY-LOBBY #0233 - Total For Public Safety Communications</i>			\$57.34
HOBBY-LOBBY #0233	Rec Center - Operations	AQ Paint Markers; Material to reappear Barrie	\$49.45
<i>HOBBY-LOBBY #0233 - Total For Rec Center - Operations</i>			\$49.45
HOBBY-LOBBY #0233 - ALL DEPARTMENTS			\$145.74

HOLLAND & HART LLP

HOLLAND & HART LLP	Water Tanks	Renegotiation of Water Storage	\$7,800.00
<i>HOLLAND & HART LLP - Total For Water Tanks</i>			<i>\$7,800.00</i>
HOLLAND & HART LLP - ALL DEPARTMENTS			\$7,800.00

HOLMAN, RANDY

HOLMAN, RANDY	Water Revenue and Transfer		\$338.14
<i>HOLMAN, RANDY - Total For Water Revenue and Transfers</i>			<i>\$338.14</i>
HOLMAN, RANDY - ALL DEPARTMENTS			\$338.14

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	DIESEL FUEL PURCHASE FOR FY24 FOR BALEF	\$34,695.27
HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Blue Def/ELC Fully Formulated FOR EQUIPT	\$853.44
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$35,548.71</i>
HOMAX OIL SALES, INC	Fleet Maintenance Fund	7500 GAL Clear Diesel Fuel & Ecoclean Powe	\$30,815.72
HOMAX OIL SALES, INC	Fleet Maintenance Fund	8002 GAL Unleaded Fuel	\$23,561.33
<i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i>			<i>\$54,377.05</i>
HOMAX OIL SALES, INC	Refuse - Residential	Solvent FOR TRUCK BARN	\$124.80
<i>HOMAX OIL SALES, INC - Total For Refuse - Residential</i>			<i>\$124.80</i>
HOMAX OIL SALES, INC	Water Meters	Fuel	\$992.36
<i>HOMAX OIL SALES, INC - Total For Water Meters</i>			<i>\$992.36</i>
HOMAX OIL SALES, INC	WWTP Operations	Dyed Diesel #2	\$1,242.61
<i>HOMAX OIL SALES, INC - Total For WWTP Operations</i>			<i>\$1,242.61</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$92,285.53

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Balefill - Diversion & Special	COMPOST YARD HOSE FOR WATER SHED	\$107.44
<i>HOSE AND RUBBER SUPP - Total For Balefill - Diversion & Special</i>			<i>\$107.44</i>
HOSE AND RUBBER SUPP	Buildings & Structures Fund	BAS Shop Supplies - Hose and Rubber	\$200.54
<i>HOSE AND RUBBER SUPP - Total For Buildings & Structures Fund</i>			<i>\$200.54</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$307.98

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Water Distribution	UNIT 180- VEHICLE SUPPLIES	\$73.03
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			<i>\$73.03</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$73.03

HOWIES HOCKEY INC

HOWIES HOCKEY INC	Ice Arena - Concessions	Pro Shop - Howies Hockey Tape	\$729.94
<i>HOWIES HOCKEY INC - Total For Ice Arena - Concessions</i>			<i>\$729.94</i>
HOWIES HOCKEY INC - ALL DEPARTMENTS			\$729.94

HYDRAFLO INC

HYDRAFLO INC	Water Distribution	HYDRANT PARTS- WATER & SEWER LINE MA	\$350.13
<i>HYDRAFLO INC - Total For Water Distribution</i>			<i>\$350.13</i>
HYDRAFLO INC - ALL DEPARTMENTS			\$350.13

ICP NORBERT'S ATHLET

ICP NORBERT'S ATHLET	Rec Center - Classes	CRC DFS Youth Camp Activities Mats	\$4,041.00
<i>ICP NORBERT'S ATHLET - Total For Rec Center - Classes</i>			<i>\$4,041.00</i>
ICP NORBERT'S ATHLET - ALL DEPARTMENTS			\$4,041.00

IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Lock supplies for 13th & Sycamore - IMLSS	\$2,315.50
<i>IMLSS UTAH - Total For Buildings & Structures Fund</i>			<i>\$2,315.50</i>
IMLSS UTAH - ALL DEPARTMENTS			\$2,315.50

INSTALLATION & SVC.

INSTALLATION & SVC.	Capital Projects Fund	Mariposa Blvd Improvements - S	\$185,300.11
INSTALLATION & SVC.	Capital Projects Fund	New building or building modif	\$26,915.00
<i>INSTALLATION & SVC. - Total For Capital Projects Fund</i>			<i>\$212,215.11</i>
INSTALLATION & SVC.	Water Distribution	2023 CPU Asphalt Repair	\$20,931.83
<i>INSTALLATION & SVC. - Total For Water Distribution</i>			<i>\$20,931.83</i>

INSTALLATION & SVC.	Water Revenue and Transfer	Retainage - Contract #23300089	\$1,101.67
<i>INSTALLATION & SVC. - Total For Water Revenue and Transfers</i>			<i>\$1,101.67</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$234,248.61

INTRADO INTERACTIVE

INTRADO INTERACTIVE	Information Services	CivicLive Support & Maintenance Renewal	\$4,725.00
<i>INTRADO INTERACTIVE - Total For Information Services</i>			<i>\$4,725.00</i>
INTRADO INTERACTIVE - ALL DEPARTMENTS			\$4,725.00

INTUIT, INC.

INTUIT, INC.	City Clerk	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$77.43
INTUIT, INC.	City Clerk	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$77.43
<i>INTUIT, INC. - Total For City Clerk</i>			<i>\$154.86</i>
INTUIT, INC.	Ice Arena - Classes	Goal Frame Netting Pads - Casper Ice Arena	\$578.63
<i>INTUIT, INC. - Total For Ice Arena - Classes</i>			<i>\$578.63</i>
INTUIT, INC.	Parks - Parks Maint.	Wash Huber Tennis courts	\$200.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$200.00</i>
INTUIT, INC.	Weed & Pest Fund	25 Gallons Civitas - fungicide and snow mold	\$1,230.00
<i>INTUIT, INC. - Total For Weed & Pest Fund</i>			<i>\$1,230.00</i>
INTUIT, INC. - ALL DEPARTMENTS			\$2,163.49

ISA

ISA	Parks - Urban Forestry	ISA membership for Conrad	\$187.00
<i>ISA - Total For Parks - Urban Forestry</i>			<i>\$187.00</i>
ISA	Weed & Pest Fund	ISA Dues	\$187.00
<i>ISA - Total For Weed & Pest Fund</i>			<i>\$187.00</i>
ISA - ALL DEPARTMENTS			\$374.00

J.J. KELLER & ASSOCI

J.J. KELLER & ASSOCI	Cemetery	CDL Training for Ceanna at Cemetery	\$250.00
<i>J.J. KELLER & ASSOCI - Total For Cemetery</i>			<i>\$250.00</i>
J.J. KELLER & ASSOCI - ALL DEPARTMENTS			\$250.00

JERSEY MIKES ONLINE

JERSEY MIKES ONLINE	Community Development	FAST FOOD RESTAURANTS	\$108.78
<i>JERSEY MIKES ONLINE - Total For Community Development</i>			<i>\$108.78</i>
JERSEY MIKES ONLINE - ALL DEPARTMENTS			\$108.78

JFH DISTRIBUTING INC

JFH DISTRIBUTING INC	WWTP Operations	Shims, O-ring	\$91.15
<i>JFH DISTRIBUTING INC - Total For WWTP Operations</i>			<i>\$91.15</i>
JFH DISTRIBUTING INC - ALL DEPARTMENTS			\$91.15

JIMMY JOHNS -

JIMMY JOHNS -	Fire-EMS Training	Meal while conducting live burn training	\$204.82
<i>JIMMY JOHNS - - Total For Fire-EMS Training</i>			<i>\$204.82</i>
JIMMY JOHNS - - ALL DEPARTMENTS			\$204.82

JUNG BROS ENGINEERS

JUNG BROS ENGINEERS	Capital Projects Fund	Material Testing Services	\$2,060.98
<i>JUNG BROS ENGINEERS - Total For Capital Projects Fund</i>			<i>\$2,060.98</i>
JUNG BROS ENGINEERS - ALL DEPARTMENTS			\$2,060.98

KART-MAN, LLC

KART-MAN, LLC	Refuse - Residential	AMERI-KART Lids for Residential 90-gallon tr	\$2,986.00
<i>KART-MAN, LLC - Total For Refuse - Residential</i>			<i>\$2,986.00</i>
KART-MAN, LLC - ALL DEPARTMENTS			\$2,986.00

KENT A LUNDINE

KENT A LUNDINE	Balefill - Baler Processing	CRANE TO REMOVE CYLINDER AT BALER	\$3,750.00
<i>KENT A LUNDINE - Total For Balefill - Baler Processing</i>			<i>\$3,750.00</i>
KENT A LUNDINE - ALL DEPARTMENTS			\$3,750.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Balefill - Disposal & Landfill	Cement road base for customer landfill road	\$4,932.40
<i>KNIFE RIVER/JTL - Total For Balefill - Disposal & Landfill</i>			<i>\$4,932.40</i>
KNIFE RIVER/JTL	Capital Projects Fund	Coffman Avenue Repairs 19-030	\$328,778.14
<i>KNIFE RIVER/JTL - Total For Capital Projects Fund</i>			<i>\$328,778.14</i>
KNIFE RIVER/JTL	Sewer Wastewater Collection	Coffman Avenue Repairs 19-030	\$41,275.60
<i>KNIFE RIVER/JTL - Total For Sewer Wastewater Collection</i>			<i>\$41,275.60</i>
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$558.44
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$557.52
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,299.04
KNIFE RIVER/JTL	Streets	City Mix 2, Fiber Mesh & Fuel Surcharge	\$1,139.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$564.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$834.44
KNIFE RIVER/JTL	Streets	Crushed Base	\$318.85
KNIFE RIVER/JTL	Streets	City Mix 2, Fiber Mesh & Fuel Surcharge	\$1,139.88
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$563.96
KNIFE RIVER/JTL	Streets	Crushed Base	\$250.78
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$568.56
KNIFE RIVER/JTL	Streets	City Mix 2, Fiber Mesh & Fuel Surcharge	\$542.25
<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$8,338.48</i>
KNIFE RIVER/JTL	Water Distribution	Coffman Avenue Repairs 19-030	\$223,264.25
KNIFE RIVER/JTL	Water Distribution	City Mix 2, Fiber Mesh & Fuel Surcharge	\$371.50
<i>KNIFE RIVER/JTL - Total For Water Distribution</i>			<i>\$223,635.75</i>
KNIFE RIVER/JTL - ALL DEPARTMENTS			\$606,960.37

KNOX COMPANY INC

KNOX COMPANY INC	Fire-EMS Prevent & Inspect	Annual renewal for Knox Connect Cloud Soft	\$1,298.00
<i>KNOX COMPANY INC - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,298.00</i>
KNOX COMPANY INC - ALL DEPARTMENTS			\$1,298.00

KUBWATER RESOURCES,

KUBWATER RESOURCES,	WWTP Operations	Zetag	\$8,300.00
KUBWATER RESOURCES,	WWTP Operations	Zetag	\$8,300.00

<i>KUBWATER RESOURCES, - Total For WWTP Operations</i>			\$16,600.00
KUBWATER RESOURCES, - ALL DEPARTMENTS			\$16,600.00

LANDRYS SEAFOOD CN I

LANDRYS SEAFOOD CN I	Ft. Caspar Museum	Lunch while traveling for Museum Conferenc	\$24.19
<i>LANDRYS SEAFOOD CN I - Total For Ft. Caspar Museum</i>			\$24.19
LANDRYS SEAFOOD CN I - ALL DEPARTMENTS			\$24.19

LAZER WASH

LAZER WASH	WWTP Revenue and Transfer		\$678.74
<i>LAZER WASH - Total For WWTP Revenue and Transfers</i>			\$678.74
LAZER WASH - ALL DEPARTMENTS			\$678.74

LE JOHNSON PRODUCTS

LE JOHNSON PRODUCTS	Buildings & Structures Fund	Carpentry supplies for Rec Center - Johnson	\$277.31
<i>LE JOHNSON PRODUCTS - Total For Buildings & Structures Fund</i>			\$277.31
LE JOHNSON PRODUCTS - ALL DEPARTMENTS			\$277.31

LOAF N JUG #0103

LOAF N JUG #0103	Fire-EMS Operations	Fuel	\$70.00
<i>LOAF N JUG #0103 - Total For Fire-EMS Operations</i>			\$70.00
LOAF N JUG #0103 - ALL DEPARTMENTS			\$70.00

LOVE'S #220

LOVE'S #220	Police Investigations	SERVICE STATIONS; fuel 23-060507	\$35.22
<i>LOVE'S #220 - Total For Police Investigations</i>			\$35.22
LOVE'S #220 - ALL DEPARTMENTS			\$35.22

LOWER & CO PC

LOWER & CO PC	Hogadon - Operations	Structural Engineering Services	\$600.00
<i>LOWER & CO PC - Total For Hogadon - Operations</i>			\$600.00

LOWER & CO PC - ALL DEPARTMENTS	\$600.00
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MARRIOTT ANCHORAGE

MARRIOTT ANCHORAGE	Community Development	MARRIOTT	\$567.84
<i>MARRIOTT ANCHORAGE - Total For Community Development</i>			<i>\$567.84</i>

MARRIOTT ANCHORAGE - ALL DEPARTMENTS	\$567.84
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MCDONALD'S F12500

MCDONALD'S F12500	Police Investigations	FAST FOOD RESTAURANTS; food	\$22.30
<i>MCDONALD'S F12500 - Total For Police Investigations</i>			<i>\$22.30</i>

MCDONALD'S F12500 - ALL DEPARTMENTS	\$22.30
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MD MEDICAL RESOURCES

MD MEDICAL RESOURCES	Rec Center - Classes	CRC DFS Hub Rm Childrens Activity Equipme	\$9,752.00
MD MEDICAL RESOURCES	Rec Center - Classes	Sensory Pods, Cargo Wall Net, Balance Beam	\$3,980.00
<i>MD MEDICAL RESOURCES - Total For Rec Center - Classes</i>			<i>\$13,732.00</i>

MD MEDICAL RESOURCES	Rec Center - Operations	CRC STrenght Equipment	\$1,999.00
<i>MD MEDICAL RESOURCES - Total For Rec Center - Operations</i>			<i>\$1,999.00</i>

MD MEDICAL RESOURCES - ALL DEPARTMENTS	\$15,731.00
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MENARDS CASPER WY

MENARDS CASPER WY	Balefill - Diversion & Special	SPECIAL WASTE CLEANUP SUPPLIES	\$289.89
MENARDS CASPER WY	Balefill - Diversion & Special	SCUB BRUSHES FOR CLEANING UP OIL SILLS	\$8.71
<i>MENARDS CASPER WY - Total For Balefill - Diversion & Special</i>			<i>\$298.60</i>

MENARDS CASPER WY	Buildings & Structures Fund	Carpentry supplies for Rec Center - Menards	\$31.98
MENARDS CASPER WY	Buildings & Structures Fund	Window Repair supplies for CBC - Menards	\$23.24
MENARDS CASPER WY	Buildings & Structures Fund	Plumbing repair supplies for the Aquatics Ce	\$22.56
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$77.78</i>

MENARDS CASPER WY	Traffic Control	Hardware for 21st & Kingsbury snow fence r	\$73.13
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$73.13</i>

MENARDS CASPER WY	Water Distribution	LIGHT BULBS- BUILDING SUPPLIES	\$12.68
MENARDS CASPER WY	Water Distribution	DRIVER BITS FOR 660260- SMALL TOOLS	\$2.79
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$15.47</i>

MENARDS CASPER WY	Water Tanks	FITTING FOR SEAL LINES & PARTS FOR INVEN	\$17.72
<i>MENARDS CASPER WY - Total For Water Tanks</i>			<i>\$17.72</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$482.70

METRON FARNIER LLC

METRON FARNIER LLC	Water Meters	Voyager Fire Hydrant Meter & 3/4" Measure	\$4,130.00
<i>METRON FARNIER LLC - Total For Water Meters</i>			<i>\$4,130.00</i>
METRON FARNIER LLC - ALL DEPARTMENTS			\$4,130.00

METROPOLITAN KC

METROPOLITAN KC	Police Career Services	MARRIOTT; food KC Training; Missing Recei	\$11.17
<i>METROPOLITAN KC - Total For Police Career Services</i>			<i>\$11.17</i>
METROPOLITAN KC - ALL DEPARTMENTS			\$11.17

MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	Lab supplies	\$694.17
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			<i>\$694.17</i>
MIDLAND SCIENTIFIC - ALL DEPARTMENTS			\$694.17

MOORE, STACY L

MOORE, STACY L	Water Revenue and Transfer		\$350.00
<i>MOORE, STACY L - Total For Water Revenue and Transfers</i>			<i>\$350.00</i>
MOORE, STACY L - ALL DEPARTMENTS			\$350.00

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Push-Lok Hose, Street Elbo & Brass Push-Lok	\$108.47
MOTION AND FLOW CONT	Balefill - Baler Processing	FITTINGS FOR BAGGING SYSTEM	\$199.52
MOTION AND FLOW CONT	Balefill - Baler Processing	O-RING FOR 8MM POPET	\$1,035.28
MOTION AND FLOW CONT	Balefill - Baler Processing	AIR REGULATOR FOR BAGGING SYSTEM	\$253.47
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$1,596.74</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$1,596.74

MOTION INDUSTRIES

MOTION INDUSTRIES	Buildings & Structures Fund	Plumbing repair supplies for Aquatics Center	\$14.88
<i>MOTION INDUSTRIES - Total For Buildings & Structures Fund</i>			<i>\$14.88</i>
MOTION INDUSTRIES - ALL DEPARTMENTS			\$14.88

MOUNTAIN ALARM FIRE

MOUNTAIN ALARM FIRE	Aquatics - Operations	Fire Monitoring & Radio Service	\$186.00
<i>MOUNTAIN ALARM FIRE - Total For Aquatics - Operations</i>			<i>\$186.00</i>
MOUNTAIN ALARM FIRE	Buildings & Structures Fund	Installation Of Burglar Alarm - parts & labor	\$1,480.97
<i>MOUNTAIN ALARM FIRE - Total For Buildings & Structures Fund</i>			<i>\$1,480.97</i>
MOUNTAIN ALARM FIRE	Ice Arena - Operations	Fire Monitoring & Radio Service	\$198.00
<i>MOUNTAIN ALARM FIRE - Total For Ice Arena - Operations</i>			<i>\$198.00</i>
MOUNTAIN ALARM FIRE	Rec Center - Operations	Fire Monitoring & Radio Service	\$123.00
<i>MOUNTAIN ALARM FIRE - Total For Rec Center - Operations</i>			<i>\$123.00</i>
MOUNTAIN ALARM FIRE - ALL DEPARTMENTS			\$1,987.97

MOUNTAIN STATE EMPLO

MOUNTAIN STATE EMPLO	Customer Service	Employers Council Training - Effective Listeni	\$265.00
<i>MOUNTAIN STATE EMPLO - Total For Customer Service</i>			<i>\$265.00</i>
MOUNTAIN STATE EMPLO	Human Resources	Employers Council Annual Membership	\$1,600.00
<i>MOUNTAIN STATE EMPLO - Total For Human Resources</i>			<i>\$1,600.00</i>
MOUNTAIN STATE EMPLO - ALL DEPARTMENTS			\$1,865.00

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Casper Business Center	Acct #20778	\$80.74
<i>MOUNTAIN WEST TECHNO - Total For Casper Business Center</i>			<i>\$80.74</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$450.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$450.00</i>
MOUNTAIN WEST TECHNO	Miller St. Dormitory	Acct #13502	\$49.95
<i>MOUNTAIN WEST TECHNO - Total For Miller St. Dormitory</i>			<i>\$49.95</i>
MOUNTAIN WEST TECHNO	Traffic Control	Mills radio repair split 3 ways	\$173.34
<i>MOUNTAIN WEST TECHNO - Total For Traffic Control</i>			<i>\$173.34</i>

MOUNTAIN WEST TECHNO - ALL DEPARTMENTS \$754.03

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM Balefill - Disposal & Landfill PARTS FOR PORTABLE LITTER FENCE \$59.11

MURDOCH'S RANCH&HOME - Total For Balefill - Disposal & Landfill \$59.11

MURDOCH'S RANCH&HOME - ALL DEPARTMENTS \$59.11

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP WWTP Operations Oil filter \$36.08

NAPA AUTO PARTS CORP - Total For WWTP Operations \$36.08

NAPA AUTO PARTS CORP - ALL DEPARTMENTS \$36.08

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC Police Administration Prisoner Housing-July 2023 & June 2023 Corr \$268,868.67

NATRONA COUNTY OFFIC Police Administration Contract Juvenile Detention - August 2023 \$7,500.00

NATRONA COUNTY OFFIC - Total For Police Administration \$276,368.67

NATRONA COUNTY OFFIC Rec Center - Operations Bus & Driver Cost For Summer Camp June - \$9,934.00

NATRONA COUNTY OFFIC - Total For Rec Center - Operations \$9,934.00

NATRONA COUNTY OFFIC - ALL DEPARTMENTS \$286,302.67

NORCO, INC.

NORCO, INC. Buildings & Structures Fund Cleaning Supplies \$48.41

NORCO, INC. Buildings & Structures Fund Hand, Hair & Body Wash/Soap \$38.71

NORCO, INC. Buildings & Structures Fund Garbage bags, paper towels & gloves \$548.56

NORCO, INC. - Total For Buildings & Structures Fund \$635.68

NORCO, INC. Fire-EMS Operations EMS Supplies \$941.14

NORCO, INC. - Total For Fire-EMS Operations \$941.14

NORCO, INC. Regional Water Operations 2 Air Tester Calibrations - Small Tools & Supp \$217.72

NORCO, INC. - Total For Regional Water Operations \$217.72

NORCO, INC. Water Distribution RETURN- SMALL TOOLS (\$178.00)

NORCO, INC. - Total For Water Distribution (\$178.00)

NORCO, INC. - ALL DEPARTMENTS \$1,616.54

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Balefill - Disposal & Landfill	CATAYLST PAD PROTECTOR FOR CATAYLST D	\$4,950.00
<i>NORTHERN LIGHTS MANU - Total For Balefill - Disposal & Landfill</i>			<i>\$4,950.00</i>
NORTHERN LIGHTS MANU - ALL DEPARTMENTS			\$4,950.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	HEAVY PROTECTION FOR OVERHEAD LIFTS/T	\$542.02
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$542.02</i>
NORTHWEST CONTRACTOR	Streets	New hard hat for Tyler	\$20.00
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$20.00</i>
NORTHWEST CONTRACTOR	Weed & Pest Fund	ratchet hooks	\$245.60
<i>NORTHWEST CONTRACTOR - Total For Weed & Pest Fund</i>			<i>\$245.60</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$807.62

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Control	Veterinary services	\$293.58
<i>NVA CASPER VETERINAR - Total For Metro Animal Control</i>			<i>\$293.58</i>
NVA CASPER VETERINAR - ALL DEPARTMENTS			\$293.58

ODP BUS SOL LLC

ODP BUS SOL LLC	Health Insurance Fund	5 toners, 1 packaging tape dispenser, 1 pk bl	\$164.41
<i>ODP BUS SOL LLC - Total For Health Insurance Fund</i>			<i>\$164.41</i>
ODP BUS SOL LLC	Human Resources	1 20pk of tabbed label dividers, 5 100pks of r	\$34.19
ODP BUS SOL LLC	Human Resources	1 pk assorted index cards	\$2.30
ODP BUS SOL LLC	Human Resources	5 toners, 1 packaging tape dispenser, 1 pk bl	\$229.91
ODP BUS SOL LLC	Human Resources	1 box manila folders, 1 pk of colored folders,	\$42.44
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$308.84</i>
ODP BUS SOL LLC	Risk Management	5 toners, 1 packaging tape dispenser, 1 pk bl	\$164.41
<i>ODP BUS SOL LLC - Total For Risk Management</i>			<i>\$164.41</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			\$637.66

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$86.45
<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$86.45</i>
OFFICE SHOP INC - ALL DEPARTMENTS			\$86.45

OMNI CORPUS CHRISTI

OMNI CORPUS CHRISTI	Ft. Caspar Museum	Museum Conference Hotel	\$712.22
<i>OMNI CORPUS CHRISTI - Total For Ft. Caspar Museum</i>			<i>\$712.22</i>
OMNI CORPUS CHRISTI - ALL DEPARTMENTS			\$712.22

ONE CALL OF WY.

ONE CALL OF WY.	Sewer Wastewater Collection Tickets For September		\$418.16
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$418.16</i>
ONE CALL OF WY.	Water Distribution	Tickets For September	\$511.09
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$511.09</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$929.25

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$312.00
PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$569.00
<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			<i>\$881.00</i>
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$881.00

PACIFIC STEEL BRANCH

PACIFIC STEEL BRANCH	Refuse - Commercial	steel for commerical container repairs	\$568.06
<i>PACIFIC STEEL BRANCH - Total For Refuse - Commercial</i>			<i>\$568.06</i>
PACIFIC STEEL BRANCH - ALL DEPARTMENTS			\$568.06

PAYPAL PEAKSGCSA

PAYPAL PEAKSGCSA	Golf - Operations	Registration - Double Charge- refund is next	\$247.20
PAYPAL PEAKSGCSA	Golf - Operations	Refund for a double charge	(\$247.20)
<i>PAYPAL PEAKSGCSA - Total For Golf - Operations</i>			<i>\$0.00</i>

PAYPAL PEAKSGCSA - ALL DEPARTMENTS

\$0.00

PDF SUPPLY COMPANY L

PDF SUPPLY COMPANY L	Balefill - Baler Processing	PLC Output Cards for baler computers	\$3,152.62
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<i>PDF SUPPLY COMPANY L - Total For Balefill - Baler Processing</i>			\$3,152.62
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PDF SUPPLY COMPANY L - ALL DEPARTMENTS

\$3,152.62

PEDEN'S INC

PEDEN'S INC	Police Administration	Engraving Services	\$9.00
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<i>PEDEN'S INC - Total For Police Administration</i>			\$9.00
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PEDEN'S INC	Weed & Pest Fund	Screen Printing Service	\$78.75
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<i>PEDEN'S INC - Total For Weed & Pest Fund</i>			\$78.75
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PEDEN'S INC - ALL DEPARTMENTS

\$87.75

PHR WYOMINGCARDIO

PHR WYOMINGCARDIO	Fire-EMS Training	FF ECG Followup	\$4,296.00
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<i>PHR WYOMINGCARDIO - Total For Fire-EMS Training</i>			\$4,296.00
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PHR WYOMINGCARDIO - ALL DEPARTMENTS

\$4,296.00

PINNACLE CONSTRUCTIO

PINNACLE CONSTRUCTIO	Capital Projects Fund	Fire Station No. 3 Roof Replac	\$221,183.75
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<i>PINNACLE CONSTRUCTIO - Total For Capital Projects Fund</i>			\$221,183.75
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PINNACLE CONSTRUCTIO - ALL DEPARTMENTS

\$221,183.75

PLATTE RIVER CROSSIN

PLATTE RIVER CROSSIN	Public Safety Communication	Nerd Gas Bldg Rent - June 2023	\$10,466.00
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<i>PLATTE RIVER CROSSIN - Total For Public Safety Communications</i>			\$10,466.00
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PLATTE RIVER CROSSIN - ALL DEPARTMENTS

\$10,466.00

POSITIVE PROMOTIONS

POSITIVE PROMOTIONS	Fire-EMS Prevent & Inspect	PubEd Supplies	\$247.90
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<i>POSITIVE PROMOTIONS - Total For Fire-EMS Prevent & Inspect</i>			\$247.90
POSITIVE PROMOTIONS - ALL DEPARTMENTS			\$247.90

PRESTIGE FLAG MFG CO

PRESTIGE FLAG MFG CO	Parks - Parks Maint.	US & Wyoming flags	\$563.88
<i>PRESTIGE FLAG MFG CO - Total For Parks - Parks Maint.</i>			<i>\$563.88</i>
PRESTIGE FLAG MFG CO - ALL DEPARTMENTS			\$563.88

PROFESSIONAL CLEANIN

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

PURVIS INDUSTRIES

PURVIS INDUSTRIES	WWTP Regional Interceptors	Plumbing parts	\$99.26
<i>PURVIS INDUSTRIES - Total For WWTP Regional Interceptors</i>			<i>\$99.26</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$99.26

QDOBA 2791

QDOBA 2791	Fire-EMS Training	Food while conducting live burn training	\$190.80
QDOBA 2791	Fire-EMS Training	Lunch for extrication training crews	\$84.80
<i>QDOBA 2791 - Total For Fire-EMS Training</i>			<i>\$275.60</i>
QDOBA 2791 - ALL DEPARTMENTS			\$275.60

RESCUEGEAR INC

RESCUEGEAR INC	Fire-EMS Operations	Rescue harness	\$1,965.05
<i>RESCUEGEAR INC - Total For Fire-EMS Operations</i>			<i>\$1,965.05</i>
RESCUEGEAR INC - ALL DEPARTMENTS			\$1,965.05

RICOH USA INC

RICOH USA INC	Community Development	Copier usage	\$450.25
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RICOH USA INC - Total For Community Development \$450.25

RICOH USA INC - ALL DEPARTMENTS \$450.25

ROCKY MOUNTAIN INDUS

ROCKY MOUNTAIN INDUS Buildings & Structures Fund Custodial Supplies for Ice Arena - RMI \$42.30

ROCKY MOUNTAIN INDUS - Total For Buildings & Structures Fund \$42.30

ROCKY MOUNTAIN INDUS WWTP Operations Calibration gas \$128.05

ROCKY MOUNTAIN INDUS - Total For WWTP Operations \$128.05

ROCKY MOUNTAIN INDUS - ALL DEPARTMENTS \$170.35

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER Aquatics - Operations Acct #54730761-088 1 \$2,316.73

ROCKY MOUNTAIN POWER - Total For Aquatics - Operations \$2,316.73

ROCKY MOUNTAIN POWER Aquatics- Marion Kreiner Op Acct #54730761-112 9 \$100.74

ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper. \$100.74

ROCKY MOUNTAIN POWER Aquatics- Mike Sedar Oper. Acct #54730761-112 9 \$2,059.28

ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper. \$2,059.28

ROCKY MOUNTAIN POWER Aquatics- Paradise Valley Op Acct #54730761-112 9 \$507.92

ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper \$507.92

ROCKY MOUNTAIN POWER Aquatics- Washington Oper Acct #54730761-112 9 \$38.12

ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper \$38.12

ROCKY MOUNTAIN POWER Field Maintenance Acct #54730761-131 9 \$5,701.70

ROCKY MOUNTAIN POWER - Total For Field Maintenance \$5,701.70

ROCKY MOUNTAIN POWER Golf - Operations Acct #54730761-165 7 \$117.65

ROCKY MOUNTAIN POWER - Total For Golf - Operations \$117.65

ROCKY MOUNTAIN POWER Traffic Control Acct #54730761-164 0 \$8.23

ROCKY MOUNTAIN POWER - Total For Traffic Control \$8.23

ROCKY MOUNTAIN POWER Water Tanks Acct #54730761-135 0 \$52.16

ROCKY MOUNTAIN POWER - Total For Water Tanks \$52.16

ROCKY MOUNTAIN POWER WWTP Operations Acct #54730761-004 8 \$194.70

ROCKY MOUNTAIN POWER - Total For WWTP Operations \$194.70

ROCKY MOUNTAIN POWER - ALL DEPARTMENTS \$11,097.23

Router

Router	Metro Animal Shelter	Plumbing Services - cleared clogged bathroo	\$746.00
<i>Router - Total For Metro Animal Shelter</i>			<i>\$746.00</i>
Router	Parks - Parks Maint.	Porta-John from R&R	\$560.00
Router	Parks - Parks Maint.	Porta-John from R&R	\$113.56
Router	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Router	Parks - Parks Maint.	Porta-John from R&R	\$853.65
<i>Router - Total For Parks - Parks Maint.</i>			<i>\$1,858.86</i>
Router - ALL DEPARTMENTS			\$2,604.86

SAMS CLUB #6425

SAMS CLUB #6425	Balefill - Disposal & Landfill	SUPPLIES/CLEANING FOR SW, SH AND LDF	\$319.44
<i>SAMS CLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$319.44</i>
SAMS CLUB #6425	Balefill - Diversion & Special	SUPPLIES/CLEANING FOR SW, SH AND LDF	\$54.92
<i>SAMS CLUB #6425 - Total For Balefill - Diversion & Special</i>			<i>\$54.92</i>
SAMS CLUB #6425	Buildings & Structures Fund	Bleach, Dish Soap	\$61.72
<i>SAMS CLUB #6425 - Total For Buildings & Structures Fund</i>			<i>\$61.72</i>
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$343.92
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$343.92</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - Chips, Pretzels, Water, Buns,	\$207.93
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - CHIPS, PRETZELS, DRINKS, C	\$270.72
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$478.65</i>
SAMS CLUB #6425	Refuse - Commercial	SUPPLIES/CLEANING FOR SW, SH AND LDF	\$18.96
<i>SAMS CLUB #6425 - Total For Refuse - Commercial</i>			<i>\$18.96</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,277.61

SAMSCLUB #6425

SAMSCLUB #6425	Fire-EMS Operations	TV for Station to replace Bay CAD monitor	\$474.12
SAMSCLUB #6425	Fire-EMS Operations	Station Supplies	\$59.95
<i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$534.07</i>
SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - PRETZELS, DRINKS, HOT DO	\$313.80
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$313.80</i>
SAMSCLUB #6425	Rec Center - Classes	CRC Program Supplies Friday at the Rec	\$9.84

SAMSCLUB #6425	Rec Center - Classes	Candy, Totes	\$28.44
<i>SAMSCLUB #6425 - Total For Rec Center - Classes</i>			\$38.28
SAMSCLUB #6425	Rec Center - Special Program	Candy, Totes	\$732.62
<i>SAMSCLUB #6425 - Total For Rec Center - Special Programs</i>			\$732.62
SAMSCLUB #6425	WWTP Operations	Kitchen supplies, janitorial	\$226.81
<i>SAMSCLUB #6425 - Total For WWTP Operations</i>			\$226.81
SAMSCLUB #6425 - ALL DEPARTMENTS			\$1,845.58

SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station Supplies	\$416.10
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			\$416.10
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS - Ring pops	\$76.40
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSION - Nacho Trays	\$131.04
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			\$207.44
SAMSCLUB.COM - ALL DEPARTMENTS			\$623.54

SELF HELP CENTER, IN

SELF HELP CENTER, IN	Capital Projects Fund	1% #16 Funding Self Help Cente	\$28,462.70
<i>SELF HELP CENTER, IN - Total For Capital Projects Fund</i>			\$28,462.70
SELF HELP CENTER, IN - ALL DEPARTMENTS			\$28,462.70

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$100.05
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$90.53
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$55.04
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$76.56
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$40.00
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$56.93
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$419.11
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$419.11

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Repair supplies for Rec Center - Sherwin Willi	\$44.57
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<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$44.57</i>
SHERWIN-WILLIAMS COR	Refuse - Commercial	Painting Commercial Containers	\$680.50
<i>SHERWIN-WILLIAMS COR - Total For Refuse - Commercial</i>			<i>\$680.50</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$725.07

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Weed & Pest Fund	40-gallon T-Zone	\$3,632.00
SIMPLOT T&H DEN	Weed & Pest Fund	2 - Drums of Roundup Herbicide	\$2,790.00
SIMPLOT T&H DEN	Weed & Pest Fund	1 Drum Roundup Herbicide	\$1,345.00
<i>SIMPLOT T&H DEN - Total For Weed & Pest Fund</i>			<i>\$7,767.00</i>
SIMPLOT T&H DEN - ALL DEPARTMENTS			\$7,767.00

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Public Safety Communication	Confidential Legal or Medial Matters	\$400.00
<i>SMITH PSYCHOLOGICAL - Total For Public Safety Communications</i>			<i>\$400.00</i>
SMITH PSYCHOLOGICAL - ALL DEPARTMENTS			\$400.00

SONNYS RV SALES INC

SONNYS RV SALES INC	Streets	Propane	\$79.29
SONNYS RV SALES INC	Streets	Propane	\$30.60
SONNYS RV SALES INC	Streets	Propane	\$44.42
<i>SONNYS RV SALES INC - Total For Streets</i>			<i>\$154.31</i>
SONNYS RV SALES INC - ALL DEPARTMENTS			\$154.31

SP CHUGWATER CHILI

SP CHUGWATER CHILI	General Fund Revenue	Items for resale in gift shop	\$327.21
<i>SP CHUGWATER CHILI - Total For General Fund Revenue</i>			<i>\$327.21</i>
SP CHUGWATER CHILI - ALL DEPARTMENTS			\$327.21

SQ BLACK HILLS RECR

SQ BLACK HILLS RECR	Rec Center - Classes	CRC DFS Training Camp	\$350.00
<i>SQ BLACK HILLS RECR - Total For Rec Center - Classes</i>			<i>\$350.00</i>

SQ BLACK HILLS RECR - ALL DEPARTMENTS \$350.00

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS Balefill - Disposal & Landfill BACK-UP BATTERY FOR Chief Operating Offic \$139.99

SQ COMPUTER PROFESS - Total For Balefill - Disposal & Landfill \$139.99

SQ COMPUTER PROFESS City Attorney COMPUTER MAINTENANCE,REPAIR: Surge P \$42.00

SQ COMPUTER PROFESS - Total For City Attorney \$42.00

SQ COMPUTER PROFESS Information Services COMPUTER MAINTENANCE,REPAIR & SERVI \$74.00

SQ COMPUTER PROFESS Information Services RJ45 to USB Console cable for office use. \$11.00

SQ COMPUTER PROFESS - Total For Information Services \$85.00

SQ COMPUTER PROFESS Metro Animal Control COMPUTER MAINTENANCE,REPAIR & SERVI \$478.00

SQ COMPUTER PROFESS - Total For Metro Animal Control \$478.00

SQ COMPUTER PROFESS - ALL DEPARTMENTS \$744.99

SQ GRINGO

SQ GRINGO Softball Ghosts and Goblins Tournament- Food for Of \$359.38

SQ GRINGO - Total For Softball \$359.38

SQ GRINGO - ALL DEPARTMENTS \$359.38

SQ MOBILE PET CARE

SQ MOBILE PET CARE Metro Animal Control VETERINARY SERVICES Mobile vet visit Dr. Ja \$201.88

SQ MOBILE PET CARE - Total For Metro Animal Control \$201.88

SQ MOBILE PET CARE - ALL DEPARTMENTS \$201.88

SQ MY EDUCATIONAL R

SQ MY EDUCATIONAL R Fire-EMS Training BLS/First aid cards for recruits \$180.00

SQ MY EDUCATIONAL R - Total For Fire-EMS Training \$180.00

SQ MY EDUCATIONAL R - ALL DEPARTMENTS \$180.00

SQ PWP WYOMING LLC

SQ PWP WYOMING LLC Ice Arena - Concessions PAPA JOHNS - Concessions Orders Jr Hockey \$142.40

SQ PWP WYOMING LLC - Total For Ice Arena - Concessions \$142.40

SQ PWP WYOMING LLC - ALL DEPARTMENTS \$142.40

SQ SUMMIT ELECTRIC

SQ SUMMIT ELECTRIC Buildings & Structures Fund Station 6 Electrical Cord Reel Repair \$1,361.14

SQ SUMMIT ELECTRIC Buildings & Structures Fund Station 3 Flag Pole Light Replacement \$1,144.76

SQ SUMMIT ELECTRIC - Total For Buildings & Structures Fund \$2,505.90

SQ SUMMIT ELECTRIC - ALL DEPARTMENTS \$2,505.90

SQ THE HANGRY DOG

SQ THE HANGRY DOG Kickball Ghosts and Goblins-Food For Officials \$93.24

SQ THE HANGRY DOG - Total For Kickball \$93.24

SQ THE HANGRY DOG - ALL DEPARTMENTS \$93.24

STALKERRADAR

STALKERRADAR Traffic Control Replacement speed sentry for 2nd & Conwel \$3,740.00

STALKERRADAR - Total For Traffic Control \$3,740.00

STALKERRADAR - ALL DEPARTMENTS \$3,740.00

STAPLES

STAPLES Balefill - Baler Processing POINTER FOR STAFF MEETINGS AT TRAINING \$49.99

STAPLES - Total For Balefill - Baler Processing \$49.99

STAPLES Kickball Jump Drives \$29.99

STAPLES - Total For Kickball \$29.99

STAPLES Weed & Pest Fund office \$52.94

STAPLES - Total For Weed & Pest Fund \$52.94

STAPLES - ALL DEPARTMENTS \$132.92

STATE OF WY.

STATE OF WY. Health Insurance Fund Retiree Subsidy - October 2023 \$3,411.67

STATE OF WY. Health Insurance Fund Retiree Subsidy - August 2023 \$26,935.38

STATE OF WY. - Total For Health Insurance Fund \$30,347.05

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

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

STATE OF WY. - ALL DEPARTMENTS \$33,781.27

STERLING

STERLING Human Resources Centralized employee background \$552.34

STERLING - Total For Human Resources \$552.34

STERLING - ALL DEPARTMENTS \$552.34

SULLIVANS #8591

SULLIVANS #8591 Community Development EATING PLACES, RESTAURANTS \$39.00

SULLIVANS #8591 - Total For Community Development \$39.00

SULLIVANS #8591 - ALL DEPARTMENTS \$39.00

SUMMIT ELECTRIC LLC.

SUMMIT ELECTRIC LLC. Refuse - Residential Install CONTROLS IN TRUCK BARN WASH BAY \$2,669.68

SUMMIT ELECTRIC LLC. - Total For Refuse - Residential \$2,669.68

SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS \$2,669.68

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI Buildings & Structures Fund Fire Extinguisher Annual Service/Maintenanc \$866.25

SUMMIT FIRE & SECURI - Total For Buildings & Structures Fund \$866.25

SUMMIT FIRE & SECURI - ALL DEPARTMENTS \$866.25

SUTHERLANDS 2816

SUTHERLANDS 2816 Balefill - Disposal & Landfill PARTS FOR PORTABLE LITTER FENCE PROJEC \$80.55

SUTHERLANDS 2816 - Total For Balefill - Disposal & Landfill \$80.55

SUTHERLANDS 2816 Parks - Parks Maint. Bolts for railing on Wyoming Boulevard \$2.82

SUTHERLANDS 2816 - Total For Parks - Parks Maint. \$2.82

SUTHERLANDS 2816 Water Distribution SOD- WATER & SEWER LINE MATERIALS \$20.97

SUTHERLANDS 2816 Water Distribution SOD- WATER & SEWER LINE MATERIALS \$55.92

SUTHERLANDS 2816 - Total For Water Distribution \$76.89

SUTHERLANDS 2816 Water Tanks SUN II PUMO CONTROLE VALVE- PILOTE VAL \$41.96

SUTHERLANDS 2816 - Total For Water Tanks \$41.96

SUTHERLANDS 2816 - ALL DEPARTMENTS \$202.22

SWEET WATER MOUNTAIN

SWEET WATER MOUNTAIN Community Development EATING PLACES, RESTAURANTS \$25.00

SWEET WATER MOUNTAIN - Total For Community Development \$25.00

SWEET WATER MOUNTAIN - ALL DEPARTMENTS \$25.00

SYSCO CORP

SYSCO CORP Ice Arena - Concessions CONCESSION - Chicken, Bosco Sticks, Piza, Sa \$1,007.30

SYSCO CORP - Total For Ice Arena - Concessions \$1,007.30

SYSCO CORP - ALL DEPARTMENTS \$1,007.30

TACO BELL #23072

TACO BELL #23072 Community Development FAST FOOD RESTAURANTS \$168.59

TACO BELL #23072 - Total For Community Development \$168.59

TACO BELL #23072 - ALL DEPARTMENTS \$168.59

TARGET SPECIALTY PRO

TARGET SPECIALTY PRO Field Maintenance Frontier UAN + Hume N BOM & Delivery Cha \$3,300.00

TARGET SPECIALTY PRO - Total For Field Maintenance \$3,300.00

TARGET SPECIALTY PRO - ALL DEPARTMENTS \$3,300.00

TECHPOINTLLC

TECHPOINTLLC Balefill - Disposal & Landfill UNIT#141534 New Rpl Landfill Sup Trk -- Inte \$209.99

TECHPOINTLLC - Total For Balefill - Disposal & Landfill \$209.99

TECHPOINTLLC - ALL DEPARTMENTS \$209.99

THE HOME DEPOT

THE HOME DEPOT Buildings & Structures Fund Washing machine for BAS Bldg/City Hall - Ho \$2,608.00

THE HOME DEPOT Buildings & Structures Fund Carpentry Supplies for Rec Center - Home De \$18.40

THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for Rec Center - Home Depot	\$53.82
THE HOME DEPOT	Buildings & Structures Fund	Carpentry Supplies for Rec Center - Home De	\$31.29
THE HOME DEPOT	Buildings & Structures Fund	Carpentry supplies for Rec Center - Home De	\$29.44
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$2,740.95</i>
THE HOME DEPOT	Cemetery	shop supplies	(\$37.63)
THE HOME DEPOT	Cemetery	shop supplies	\$37.63
THE HOME DEPOT	Cemetery	shop supplies	\$76.16
<i>THE HOME DEPOT - Total For Cemetery</i>			<i>\$76.16</i>
THE HOME DEPOT	Fire-EMS Operations	Electrical Pigtails for loaner Truck 1	\$26.19
THE HOME DEPOT	Fire-EMS Operations	Lock out kit for Rescue 1	\$55.10
THE HOME DEPOT	Fire-EMS Operations	Floor Squeegee's	\$118.73
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$200.02</i>
THE HOME DEPOT	Fire-EMS Prevent & Inspect	Drills and Batteries	\$463.97
<i>THE HOME DEPOT - Total For Fire-EMS Prevent & Inspect</i>			<i>\$463.97</i>
THE HOME DEPOT	Fire-EMS Training	Supplies for live burn training	\$17.96
<i>THE HOME DEPOT - Total For Fire-EMS Training</i>			<i>\$17.96</i>
THE HOME DEPOT	Parks - Special Areas	shop supplies	\$61.89
THE HOME DEPOT	Parks - Special Areas	flowers	\$144.00
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			<i>\$205.89</i>
THE HOME DEPOT	Rec Center - Classes	CRC DFS Youth Camp kitchen appliance Dish	\$437.96
THE HOME DEPOT	Rec Center - Classes	Tuffshed for summer camp storage - DFS Gra	\$4,903.00
<i>THE HOME DEPOT - Total For Rec Center - Classes</i>			<i>\$5,340.96</i>
THE HOME DEPOT	Weed & Pest Fund	ratchet	\$21.45
<i>THE HOME DEPOT - Total For Weed & Pest Fund</i>			<i>\$21.45</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$9,067.36

THE UPS STORE

THE UPS STORE	Rec Center - Admin	Rec Admin Postage Stamps	\$66.00
<i>THE UPS STORE - Total For Rec Center - Admin</i>			<i>\$66.00</i>
THE UPS STORE - ALL DEPARTMENTS			\$66.00

THOMPSON, JOSH

THOMPSON, JOSH	Refuse Revenue and Transfer		\$90.46
<i>THOMPSON, JOSH - Total For Refuse Revenue and Transfers</i>			<i>\$90.46</i>

THOMPSON, JOSH	Water Revenue and Transfer		\$335.02
<i>THOMPSON, JOSH - Total For Water Revenue and Transfers</i>			\$335.02
THOMPSON, JOSH - ALL DEPARTMENTS			\$425.48

T-MOBILE

T-MOBILE	Information Services	Acct #971783311	\$21.14
<i>T-MOBILE - Total For Information Services</i>			\$21.14
T-MOBILE - ALL DEPARTMENTS			\$21.14

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	Copy Charge - August 2023	\$154.85
<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$154.85
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy Charge - September 2023	\$42.70
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$42.70
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy Charge - September 2023	\$42.70
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$42.70
TOP OFFICE PRODUCTS	Streets	Copy Charge - September 2023	\$42.70
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$42.70
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - September 2023	\$108.20
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$108.20
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$391.15

TREESTUFF

TREESTUFF	Weed & Pest Fund	safety	\$104.98
TREESTUFF	Weed & Pest Fund	safety	(\$21.24)
<i>TREESTUFF - Total For Weed & Pest Fund</i>			\$83.74
TREESTUFF - ALL DEPARTMENTS			\$83.74

TREETOP PRODUCTS INC

TREETOP PRODUCTS INC	Public Transit - Operations	NUPR-AM / PE Stamp	\$3,500.00
<i>TREETOP PRODUCTS INC - Total For Public Transit - Operations</i>			\$3,500.00
TREETOP PRODUCTS INC - ALL DEPARTMENTS			\$3,500.00

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Wolf Creek Road Improvements -	\$274,515.32
<i>TRETO CONST. - Total For Capital Projects Fund</i>			<i>\$274,515.32</i>
TRETO CONST. - ALL DEPARTMENTS			\$274,515.32

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze recycling pick up	\$669.00
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			<i>\$669.00</i>
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$669.00

TST 49TH STATE BREW

TST 49TH STATE BREW	Community Development	Restaurant/Food/Travel	\$40.74
<i>TST 49TH STATE BREW - Total For Community Development</i>			<i>\$40.74</i>
TST 49TH STATE BREW - ALL DEPARTMENTS			\$40.74

TST CLEVELANDER BAR

TST CLEVELANDER BAR	Metropolitan Planning Org	DRINKING PLACES (ALCOHOLIC BEV.)-BARS,T	\$16.04
<i>TST CLEVELANDER BAR - Total For Metropolitan Planning Org</i>			<i>\$16.04</i>
TST CLEVELANDER BAR - ALL DEPARTMENTS			\$16.04

TYLER TECHNOLOGIES I

TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Executime Hardware Maintenance	(\$36.32)
TYLER TECHNOLOGIES I	Balefill - Disposal & Landfill	Proximity Reader Maintenance - 11/08/23 t	\$179.76
<i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i>			<i>\$143.44</i>
TYLER TECHNOLOGIES I	Balefill - Diversion & Special	Executime Hardware Maintenance	(\$36.30)
<i>TYLER TECHNOLOGIES I - Total For Balefill - Diversion & Special</i>			<i>(\$36.30)</i>
TYLER TECHNOLOGIES I	Refuse - Recycling	Executime Hardware Maintenance	(\$36.32)
<i>TYLER TECHNOLOGIES I - Total For Refuse - Recycling</i>			<i>(\$36.32)</i>
TYLER TECHNOLOGIES I	Refuse - Residential	Executime Hardware Maintenance	(\$36.32)
<i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i>			<i>(\$36.32)</i>
TYLER TECHNOLOGIES I - ALL DEPARTMENTS			\$34.50

UBER TRIP

UBER TRIP	Metropolitan Planning Org	TAXICABS/LIMOUSINES	\$47.67
UBER TRIP	Metropolitan Planning Org	TAXICABS/LIMOUSINES	\$37.69

UBER TRIP - Total For Metropolitan Planning Org \$85.36

UBER TRIP - ALL DEPARTMENTS \$85.36

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$248.73
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$372.94
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$247.50

UNIFORMS 2 GEAR - Total For Police Career Services \$869.17

UNIFORMS 2 GEAR - ALL DEPARTMENTS \$869.17

UNITED 0164237400

UNITED 0164237400	Police Career Services	UNITED AIRLINES; baggage, CPTED training	\$35.00
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UNITED 0164237400 - Total For Police Career Services \$35.00

UNITED 0164237400 - ALL DEPARTMENTS \$35.00

UNITED 0164238715

UNITED 0164238715	Police Career Services	UNITED AIRLINES; baggage CPTED training	\$35.00
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UNITED 0164238715 - Total For Police Career Services \$35.00

UNITED 0164238715 - ALL DEPARTMENTS \$35.00

UNITED 0164241141

UNITED 0164241141	Ft. Caspar Museum	Baggage Charge for Museum Conference	\$35.00
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UNITED 0164241141 - Total For Ft. Caspar Museum \$35.00

UNITED 0164241141 - ALL DEPARTMENTS \$35.00

UNITED 0164242282

UNITED 0164242282	Ft. Caspar Museum	Baggage fee for United for Museum Confere	\$35.00
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UNITED 0164242282 - Total For Ft. Caspar Museum \$35.00

UNITED 0164242282 - ALL DEPARTMENTS

\$35.00

URGENT CARE OF CASPE

URGENT CARE OF CASPE Property Insurance Fund Invoice #'s 224, 246, 247 & 248 \$2,592.00

URGENT CARE OF CASPE - Total For Property Insurance Fund \$2,592.00

URGENT CARE OF CASPE - ALL DEPARTMENTS

\$2,592.00

USPS PO 5715590945

USPS PO 5715590945 Community Development POSTAGE STAMPS \$407.20

USPS PO 5715590945 - Total For Community Development \$407.20

USPS PO 5715590945 Fire-EMS Administration Mailing state exam packet \$4.23

USPS PO 5715590945 - Total For Fire-EMS Administration \$4.23

USPS PO 5715590945 Human Resources 1 certified letter \$8.56

USPS PO 5715590945 - Total For Human Resources \$8.56

USPS PO 5715590945 - ALL DEPARTMENTS

\$419.99

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT Community Development GOVERNMENT SERVICES NOT ELSEWHERE C \$285.67

VCN NATRONAREALESTAT Community Development GOVERNMENT SERVICES NOT ELSEWHERE C \$56.50

VCN NATRONAREALESTAT - Total For Community Development \$342.17

VCN NATRONAREALESTAT - ALL DEPARTMENTS

\$342.17

VERIZON WIRELESS

VERIZON WIRELESS Fire-EMS Administration Acct #571507176-00001 \$1,008.11

VERIZON WIRELESS Fire-EMS Administration Acct #571507176-00002 \$16.79

VERIZON WIRELESS - Total For Fire-EMS Administration \$1,024.90

VERIZON WIRELESS - ALL DEPARTMENTS

\$1,024.90

VRC COMPANIES LLC

VRC COMPANIES LLC City Attorney File Destruction Service \$86.58

VRC COMPANIES LLC - Total For City Attorney \$86.58

VRC COMPANIES LLC - ALL DEPARTMENTS

\$86.58

WALGREENS #7601

WALGREENS #7601	General Fund Revenue	DRUG STORES, PHARMACIES	\$19.78
<i>WALGREENS #7601 - Total For General Fund Revenue</i>			<i>\$19.78</i>

WALGREENS #7601 - ALL DEPARTMENTS

\$19.78

WAL-MART #1617

WAL-MART #1617	Aquatics - Operations	Desk Organizer	\$9.97
<i>WAL-MART #1617 - Total For Aquatics - Operations</i>			<i>\$9.97</i>

WAL-MART #1617	Balefill - Baler Processing	CUSTOMER LOUNGE KEURIG COFFEE POT/SP	\$50.00
<i>WAL-MART #1617 - Total For Balefill - Baler Processing</i>			<i>\$50.00</i>

WAL-MART #1617	Balefill - Diversion & Special	CUSTOMER LOUNGE KEURIG COFFEE POT/SP	\$24.99
<i>WAL-MART #1617 - Total For Balefill - Diversion & Special</i>			<i>\$24.99</i>

WAL-MART #1617	Ice Arena - Operations	Net Pegging Supplies - Turkey Baster	\$2.97
<i>WAL-MART #1617 - Total For Ice Arena - Operations</i>			<i>\$2.97</i>

WAL-MART #1617	Rec Center - Classes	CRC DFS Camp Leaders Returner Bonus Ince	\$1,000.00
WAL-MART #1617	Rec Center - Classes	camp supplies for activities, storage	\$159.48

WAL-MART #1617	Rec Center - Classes	CRC CAMP Staff Returner Bonus Incentive DF	\$500.00
<i>WAL-MART #1617 - Total For Rec Center - Classes</i>			<i>\$1,659.48</i>

WAL-MART #1617 - ALL DEPARTMENTS

\$1,747.41

WAL-MART #3778

WAL-MART #3778	Human Resources	35-pk of bottled water, 1 canister of coffee	\$12.77
<i>WAL-MART #3778 - Total For Human Resources</i>			<i>\$12.77</i>

WAL-MART #3778	Rec Center - Classes	CRC DFS Camp Leaders Returner Bonus Ince	\$750.00
WAL-MART #3778	Rec Center - Classes	CRC CAMP DFS Game Supplies Refund, Incor	(\$1,438.20)

<i>WAL-MART #3778 - Total For Rec Center - Classes</i>			<i>(\$688.20)</i>
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WAL-MART #3778	Regional Water Operations	Cotton Swabs & Lighters - Office Supplies	\$12.28
WAL-MART #3778	Regional Water Operations	SD Card Reader & Windshield Washer Fluid -	\$80.38

<i>WAL-MART #3778 - Total For Regional Water Operations</i>			<i>\$92.66</i>
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WAL-MART #3778	Risk Management	35-pk of bottled water, 1 canister of coffee	\$6.49
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<i>WAL-MART #3778 - Total For Risk Management</i>			<i>\$6.49</i>
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WAL-MART #3778 - ALL DEPARTMENTS

(\$576.28)

WALMART.COM

WALMART.COM	Aquatics- Marion Kreiner Op	Multi-Purpose Cart	\$24.94
<i>WALMART.COM - Total For Aquatics- Marion Kreiner Oper.</i>			\$24.94
WALMART.COM	Aquatics- Mike Sedar Oper.	Multi-Purpose Cart	\$24.94
<i>WALMART.COM - Total For Aquatics- Mike Sedar Oper.</i>			\$24.94
WALMART.COM	Rec Center - Classes	Multi-Purpose Cart	\$99.76
WALMART.COM	Rec Center - Classes	Nintendo Switch Carrying Case	\$85.76
<i>WALMART.COM - Total For Rec Center - Classes</i>			\$185.52

WALMART.COM - ALL DEPARTMENTS

\$235.40

WALMART.COM 80096665

WALMART.COM 80096665	Aquatics- Paradise Valley Op	Multi-Purpose Cart	\$24.94
<i>WALMART.COM 80096665 - Total For Aquatics- Paradise Valley Oper</i>			\$24.94
WALMART.COM 80096665	Aquatics- Washington Oper	Multi-Purpose Cart	\$24.94
<i>WALMART.COM 80096665 - Total For Aquatics- Washington Oper</i>			\$24.94

WALMART.COM 80096665 - ALL DEPARTMENTS

\$49.88

WEAR PARTS INC

WEAR PARTS INC	Fire-EMS Operations	Nuts and bolts for Engine 1	\$5.57
<i>WEAR PARTS INC - Total For Fire-EMS Operations</i>			\$5.57

WEAR PARTS INC - ALL DEPARTMENTS

\$5.57

Wear Parts, Inc.

Wear Parts, Inc.	Balefill - Disposal & Landfill	Bolts & Nuts FOR PORTABLE FENCE PROJECT	\$286.87
<i>Wear Parts, Inc. - Total For Balefill - Disposal & Landfill</i>			\$286.87

Wear Parts, Inc. - ALL DEPARTMENTS

\$286.87

WENDY'S #11956-515

WENDY'S #11956-515	Ft. Caspar Museum	Lunch during travel for Museum Conference	\$13.09
<i>WENDY'S #11956-515 - Total For Ft. Caspar Museum</i>			\$13.09

WENDY'S #11956-515 - ALL DEPARTMENTS \$13.09

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$865.71
WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$146.13
WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$146.13

WEST PUBLISHING CORP - Total For City Attorney \$1,157.97

WEST PUBLISHING CORP - ALL DEPARTMENTS \$1,157.97

WESTERN PLAINS LOGIS

WESTERN PLAINS LOGIS	Capital Projects Fund	Center St Enhance Construction	\$24,859.60
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WESTERN PLAINS LOGIS - Total For Capital Projects Fund \$24,859.60

WESTERN PLAINS LOGIS - ALL DEPARTMENTS \$24,859.60

WESTERN WATER CONSUL

WESTERN WATER CONSUL	Capital Projects Fund	Engineering - Midwest Ave from	\$3,986.25
WESTERN WATER CONSUL	Capital Projects Fund	College Drive Improvements	\$2,165.75

WESTERN WATER CONSUL - Total For Capital Projects Fund \$6,152.00

WESTERN WATER CONSUL - ALL DEPARTMENTS \$6,152.00

WINDRIVER ENVIRONMEN

WINDRIVER ENVIRONMEN	Capital Projects Fund	City Hall Project SAFE Asbesto	\$40,725.36
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WINDRIVER ENVIRONMEN - Total For Capital Projects Fund \$40,725.36

WINDRIVER ENVIRONMEN - ALL DEPARTMENTS \$40,725.36

WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Training	Food and supplies for oncoming assessors	\$227.37
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WM SUPERCENTER - Total For Fire-EMS Training \$227.37

WM SUPERCENTER	Human Resources	1 16GB USB drive	\$4.07
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WM SUPERCENTER - Total For Human Resources \$4.07

WM SUPERCENTER	Rec Center - Classes	Gift Cards	\$500.00
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WM SUPERCENTER	Rec Center - Classes	CRC CAMP DFS Supplies; Games	\$1,116.70
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WM SUPERCENTER	Rec Center - Classes	Karaoke Machines	\$110.00
<i>WM SUPERCENTER - Total For Rec Center - Classes</i>			<i>\$1,726.70</i>
WM SUPERCENTER	Rec Center - Operations	Spackle and Painters Tape	\$17.45
<i>WM SUPERCENTER - Total For Rec Center - Operations</i>			<i>\$17.45</i>
WM SUPERCENTER	Regional Water Operations	Returned and Un-Needed Adapter - Office Su	(\$18.44)
WM SUPERCENTER	Regional Water Operations	Packing Tape, Cork Board, & Mechanical Pen	\$21.04
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$2.60</i>
WM SUPERCENTER	Water Distribution	GLASSES WIPES- BUILDING SUPPLIES	\$28.06
<i>WM SUPERCENTER - Total For Water Distribution</i>			<i>\$28.06</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$2,006.25

WPY Production

WPY Production	Rec Center - Classes	CRC DFS Training Materials Camp	\$775.00
WPY Production	Rec Center - Classes	CRC Program Supplies Babysitting Class	\$317.00
<i>WPY Production - Total For Rec Center - Classes</i>			<i>\$1,092.00</i>
WPY Production - ALL DEPARTMENTS			\$1,092.00

WWW.WYOMINGBAR.ORG

WWW.WYOMINGBAR.ORG	City Attorney	WY State Bar Dues for 2024	\$355.00
WWW.WYOMINGBAR.ORG	City Attorney	WY State Bar Annual Dues (Including Crimina	\$380.00
<i>WWW.WYOMINGBAR.ORG - Total For City Attorney</i>			<i>\$735.00</i>
WWW.WYOMINGBAR.ORG - ALL DEPARTMENTS			\$735.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$3,081.06
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$3,081.06</i>
WY. DEPT. OF TRANSP	Water Distribution	WYDOT Cooperative - 1st and Po	\$202.75
<i>WY. DEPT. OF TRANSP - Total For Water Distribution</i>			<i>\$202.75</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$3,283.81

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Career Services	Peace Officer Basic Training	\$4,614.75
<i>WY. LAW ENFORCEMENT - Total For Police Career Services</i>			<i>\$4,614.75</i>

WY. LAW ENFORCEMENT - ALL DEPARTMENTS \$4,614.75

WY. MACHINERY CO.

WY. MACHINERY CO. Balefill - Disposal & Landfill Repair to UNIT#141525 2021-Balefill Front L \$352.77

WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill \$352.77

WY. MACHINERY CO. Balefill - Diversion & Special Repairs to UNIT#141532 COMPOST LOADER \$525.32

WY. MACHINERY CO. - Total For Balefill - Diversion & Special \$525.32

WY. MACHINERY CO. - ALL DEPARTMENTS \$878.09

WYOMING SAFETY SUPPL

WYOMING SAFETY SUPPL Streets Rain wear for new employee \$18.20

WYOMING SAFETY SUPPL - Total For Streets \$18.20

WYOMING SAFETY SUPPL - ALL DEPARTMENTS \$18.20

WYOMING STEEL & RECY

WYOMING STEEL & RECY Balefill - Disposal & Landfill Freon removal from Refrigerators for Sept 2 \$2,345.00

WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill \$2,345.00

WYOMING STEEL & RECY Refuse - Residential Freon removal from Refrigerators for August \$3,815.00

WYOMING STEEL & RECY - Total For Refuse - Residential \$3,815.00

WYOMING STEEL & RECY - ALL DEPARTMENTS \$6,160.00

WYOMING TRANSFER & S

WYOMING TRANSFER & S Balefill - Disposal & Landfill Moving Service for Com Team/Tom Bauer \$200.00

WYOMING TRANSFER & S - Total For Balefill - Disposal & Landfill \$200.00

WYOMING TRANSFER & S City Manager Moving Service for Com Team/Tom Bauer \$200.00

WYOMING TRANSFER & S - Total For City Manager \$200.00

WYOMING TRANSFER & S Engineering Moving Service for Com Team/Tom Bauer \$110.00

WYOMING TRANSFER & S - Total For Engineering \$110.00

WYOMING TRANSFER & S Perpetual Care Operations Moving Service for Com Team/Tom Bauer \$150.00

WYOMING TRANSFER & S - Total For Perpetual Care Operations \$150.00

WYOMING TRANSFER & S Refuse - Commercial Moving Service for Com Team/Tom Bauer \$250.00

WYOMING TRANSFER & S - Total For Refuse - Commercial \$250.00

WYOMING TRANSFER & S Streets Moving Service for Com Team/Tom Bauer \$50.00

<i>WYOMING TRANSFER & S - Total For Streets</i>		<i>\$50.00</i>
WYOMING TRANSFER & S	Water Distribution	Moving Service for Com Team/Tom Bauer
		\$240.00
<i>WYOMING TRANSFER & S - Total For Water Distribution</i>		<i>\$240.00</i>
WYOMING TRANSFER & S - ALL DEPARTMENTS		\$1,200.00

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA	Direct Distribution - Fire	Zoll Autopulse Batteries and Lifebands	\$10,965.00
<i>ZOLL MEDICAL CORPORA - Total For Direct Distribution - Fire</i>			<i>\$10,965.00</i>
ZOLL MEDICAL CORPORA	Fire-EMS Operations	Cardiac Monitor Repair.	\$1,124.00
ZOLL MEDICAL CORPORA	Fire-EMS Operations	Single Bay Charger, Domestic	\$1,124.00
<i>ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations</i>			<i>\$2,248.00</i>
ZOLL MEDICAL CORPORA - ALL DEPARTMENTS			\$13,213.00

CITYWIDE BILLS AND CLAIMS TOTAL \$3,205,016.23

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
 10/17/23


Additional Accounts Payable


<u>09/28/23</u>	Prewrits - Travel Reimbursements & AP Vendor	
	Amanda Munoz - Travel Reimbursement	241.50
	Barbara Santmire - Travel Reimbursement	85.79
	Chandler Balabanoff - Travel Reimbursement	1,700.71
	Heidi Graff - Travel Reimbursement	241.50
	Teton Distributors - Ice Arena Inventory	495.15
		<u>2,764.65</u>
<u>10/05/23</u>	Prewrits - Travel Reimbursements	
	Charlie Simons - Travel Reimbursement	416.00
	John Fetter - Travel Reimbursement	416.00
	Ryan Brownell - Travel Reimbursement	88.50
	Michelle Rand - Travel Reimbursement	181.50
		<u>1,102.00</u>
	Total Additional AP	<u>\$ 3,866.65</u>

Payroll

<u>09/28/23</u>	City Payroll	
	Salary & Wages	947,596.44
	Other Employee Liabilities	3,336.27
	Internal Revenue Service	256,139.73
	NCPERS Group	560.00
	Wyoming Retirement System	230,114.96
	State of Wyoming Workers Comp	22,361.17
	State of Wyoming Employee Benefits Insurance	367,798.33
	ICMA Retirement	25,702.88
	Lincoln National Life Insurance	41.53
	Orchard Trust Retirement	3,940.00
	Reliastar Life Insurance-Accident/Voya	1,508.14
		<u>1,859,099.45</u>
<u>10/05/23</u>	Fire Payroll	
	Salary & Wages	120,147.53
	Internal Revenue Service	21,410.19
	Wyoming Retirement System	48,913.29
	State of Wyoming Workers Comp	3,104.55
	State of Wyoming Employee Benefits Insurance	56,671.68
	ICMA Retirement	5,000.40
	Lincoln National Life Insurance	636.43
	Orchard Trust Retirement	8,115.00
	Reliastar Life Insurance-Accident/Voya	33.86
		<u>264,032.93</u>
	Total Payroll	<u>\$ 2,123,132.38</u>
	Addendum Total	<u>\$ 2,126,999.03</u>

October 4, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish the date for a public hearing to consider an Ordinance approving a zone change of 350 and 410 SE Wyoming Blvd, from PUD (Planned Unit Development) to C-2 (General Business).

Meeting Type & Date:

Regular Council Meeting, October 17, 2023

Action Type:

Minute action

Recommendation:

That Council, by minute action, establish November 7, 2023 as the date of public hearing for consideration of an Ordinance approving a zone change of 350 and 410 SE Wyoming Blvd, from PUD (Planned Unit Development) to C-2 (General Business). Said properties are more particularly described as Lots 59 and 60, "Longview Addition No. 2" and Lot 9A of the "Lot 9A & Lot 9B, Luker Addition."

Summary:

Curve TV, LLC has applied for a zone change of three (3) lots, totaling approximately 1.46-acres, located at the northwest corner of Gannett Street and Wyoming Boulevard, from PUD (Planned Unit Development) to C-2 (General Business). The subject properties include a vacant, former bank building, a parking lot, and the former Village Inn restaurant building. The applicants plan to demolish the vacant bank building, in order to facilitate the redevelopment of the site.

The Planning and Zoning Commission voted to support the requested zone change after a public hearing on September 14, 2023. There were no public comments on the proposed change of zoning.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Location Map


Proposed Rezoning





Legend
Subject_Properties



October 11, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish November 7, 2023, as the Public Hearing Date for Three Bar and Grill Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 7, 2023, as the public hearing date for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

Summary
Three applications have been received for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street, and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

During the July 18, 2023, pre-meeting council directed staff to start accepting applications for the available bar and grill liquor licenses. The open application period started on August 9th, 2023, and ended on September 29th, 2023. Three applications were received.

During the October 10, 2023 work session, staff was directed to move forward with the approval process for the 3 applicants. There will be a public hearing for each of the following applicants:

Applicant #1: MTB Entertainment Group, LLC (DBA America)
Location: 119 South Center

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #2: MTB Entertainment Group, LLC (DBA Rialto)

Location: 100 North Center Street

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #3: Old Town Family Fun, LLC (DBA Old Town Family Fun)

Location: 301 West E Street

This is an established business that offers arcade games, board games, mini-golf, laser tag, climbing wall, and event space for parties. If this license is approved, they will expand and add a Sip & Play Café that will meet the requirements for a bar and grill liquor license. The estimated time to open the café is December 1, 2023. This establishment also serves food such as pizza, grilled cheese, and nachos.

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

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website (www.casperwy.gov).

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

Applications

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

License Fees Annual Fee: \$ _____

Prorated Fee: \$ _____

Transfer Fee: \$ _____

Publishing Fee: \$ _____

Publishing Fee Direct Billed to Applicant:

License Term: 01 / 01 / 2024 Through 1 / 1 / _____

Local License #: Bar + Grill

Date filed with clerk: 9 12 2023

Advertising Dates: (2 Weeks) _____ & _____

Hearing Date: _____ / _____ / _____

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

Applicant: MTB Entertainment Group, LLC

Trade/Business Name (dba) America

Building to be licensed/Building Address: 119 S Center St.

Number & Street

Casper WY 82601 Natrona

City State Zip County

Local Mailing Address: 550 N Poplar St

Number & Street or P.O. Box

Casper WY 82601

City State Zip

Local Business Telephone Number: (307)259-0716 Fax Number: ()

Business E-Mail Address: windycityhousing@gmail.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

GOLF CLUB GUEST RANCH RESORT

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

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from <u>Jan</u> to <u>Dec</u>
<input type="checkbox"/> SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from <u>Wed</u> to <u>Sun</u>
<input type="checkbox"/> NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from <u>10:00</u> to <u>6:00</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

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

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

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

- (i) When the lease expires, located on page 1 paragraph 3 of lease.
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 5.1 of lease.
(MUST contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

YES NO

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

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

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)

YES NO

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

YES NO

6. RESORT LICENSE:

Does the resort complex:

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

7. MICROBREWERY LICENSE:

- (a) Do you self distribute your products? W.S. 12-2-201(a)
(Requires wholesale malt beverage license with the Liquor Division)

YES NO N/A

8. LIMITED RETAIL (CLUB) LICENSE:

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

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

9. LIMITED RETAIL (CLUB) LICENSE:

N/A

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

N/A

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

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

11. LIMITED RETAIL (CLUB) LICENSE:

N/A

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip DO NOT LIST PO BOXES	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John Trost						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Pete Maxwell						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jake Bigelow						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e). Purchase Contract
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-801(b).

OATH OR VERIFICATION

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

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

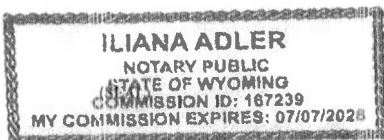
STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this 22 day of September, 2013 that the facts alleged in the foregoing instrument are true by the following:

1) <u>[Signature]</u> (Signature)	<u>John Trost</u> (Printed Name)	<u>Partner</u> Title
2) <u>[Signature]</u> (Signature)	<u>Pete Maxwell</u> (Printed Name)	<u>Partner</u> Title
3) <u>[Signature]</u> (Signature)	<u>JAKE BIGELOW</u> (Printed Name)	<u>Partner</u> Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title
5) _____ (Signature)	_____ (Printed Name)	_____ Title
6) _____ (Signature)	_____ (Printed Name)	_____ Title


Witness my hand and official seal:



[Signature]
Signature of Notary Public



My commission expires: 7-7-28

October 11, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish November 7, 2023, as the Public Hearing Date for Three Bar and Grill Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 7, 2023, as the public hearing date for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

Summary
Three applications have been received for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street, and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

During the July 18, 2023, pre-meeting council directed staff to start accepting applications for the available bar and grill liquor licenses. The open application period started on August 9th, 2023, and ended on September 29th, 2023. Three applications were received.

During the October 10, 2023 work session, staff was directed to move forward with the approval process for the 3 applicants. There will be a public hearing for each of the following applicants:

Applicant #1: MTB Entertainment Group, LLC (DBA America)
Location: 119 South Center

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #2: MTB Entertainment Group, LLC (DBA Rialto)

Location: 100 North Center Street

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #3: Old Town Family Fun, LLC (DBA Old Town Family Fun)

Location: 301 West E Street

This is an established business that offers arcade games, board games, mini-golf, laser tag, climbing wall, and event space for parties. If this license is approved, they will expand and add a Sip & Play Café that will meet the requirements for a bar and grill liquor license. The estimated time to open the café is December 1, 2023. This establishment also serves food such as pizza, grilled cheese, and nachos.

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

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website (www.casperwy.gov).

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

Applications

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

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

Local License #: _____
 Date filed with clerk: 9 128 12023
 Advertising Dates: (2 Weeks) _____ & _____
 Hearing Date: _____ / _____ / _____

Publishing Fee Direct Billed to Applicant:

License Term: 12 / 11 / 12023 Through 1 / 1 / _____
Month Day Year Month Day Year

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

Applicant: Old Town Family Fun, LLC

Trade/Business Name (dba): Old Town Family Fun

Building to be licensed/Building Address: 301 West E St
Number & Street

Local Mailing Address: Casper WY 82601 Natrona
City State Zip County
301 West E St
Number & Street or P.O. Box

Casper WY 82601
City State Zip

Local Business Telephone Number: (307) 315-3139 Fax Number: ()

Business E-Mail Address: info@oldtownfamilyfun.com

FILING FOR

NEW LICENSE
 TRANSFER OF LOCATION

FILING IN (CHOOSE ONLY ONE)

CITY OF: Casper
 COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

INDIVIDUAL
 PARTNERSHIP
 LP/LLP
 LLC
 CORPORATION
 LTD PARTNERSHIP
 ORGANIZATION
 OTHER _____

TRANSFER OWNERSHIP ASSIGNMENT LETTER ATTACHED

FORMERLY HELD BY: _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

ON-PREMISE ONLY (BAR)
 OFF-PREMISE ONLY (PACKAGE STORE)
 COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

RESTAURANT LIQUOR LICENSE
 BAR AND GRILL LIQUOR LICENSE
 RESORT LIQUOR LICENSE

LIMITED RETAIL LIQUOR LICENSE (CLUB)

VETERANS CLUB
 FRATERNAL CLUB
 GOLF CLUB
 SOCIAL CLUB

MICROBREWERY PERMIT
 WINERY PERMIT
 DISTILLERY SATELLITE PERMIT
 WINERY SATELLITE PERMIT
 COUNTY MALT BEVERAGE PERMIT
 SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

GOLF CLUB GUEST RANCH RESORT

To Assist the Liquor Division with scheduling inspections: OPERATIONAL STATUS

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

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

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10am to 10pm

**see attached hours for seasonal adjustments*

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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

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

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

- (i) When the lease expires, located on page 1 paragraph 4 of lease. *original*
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 6 of lease. *amendment*
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

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

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

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

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

If "YES", explain: _____

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

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

6. RESORT LICENSE:

Does the resort complex:

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

7. MICROBREWERY LICENSE:

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

8. LIMITED RETAIL (CLUB) LICENSE:

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

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

9. LIMITED RETAIL (CLUB) LICENSE:

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

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

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

11. LIMITED RETAIL (CLUB) LICENSE:

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

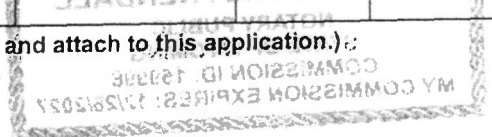
- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? YES NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? YES NO
- (c) Is the club qualified as a tax exempt organization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

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

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

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

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



(2/22)
13. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Julian Harvey						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Matthew Harvey						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).

OATH OR VERIFICATION

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

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

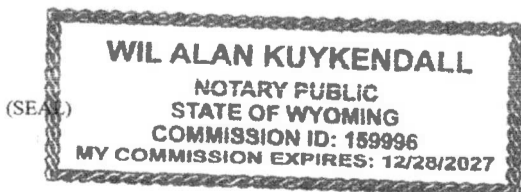
STATE OF WYOMING)
) SS.
 COUNTY OF Natrona)

Signed and sworn to before me on this 28 day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|--------------------------------------|---|--------------------------------|
| 1) | <u>Julian Harvey</u>
(Signature) | <u>Julian Harvey</u>
(Printed Name) | <u>owner operator</u>
Title |
| 2) | <u>Matthew Harvey</u>
(Signature) | <u>Matthew Harvey</u>
(Printed Name) | <u>investor owner</u>
Title |
| 3) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 4) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 5) | _____
(Signature) | _____
(Printed Name) | _____
Title |
| 6) | _____
(Signature) | _____
(Printed Name) | _____
Title |


Witness my hand and official seal:



[Signature]
 Signature of Notary Public



My commission expires: 12/28/2027

October 11, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Establish November 7, 2023, as the Public Hearing Date for Three Bar and Grill Liquor Licenses.

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish November 7, 2023, as the public hearing date for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

Summary
Three applications have been received for bar and grill No. 14 for MTB Entertainment Group, LLC d/b/a America, located at 119 South Center Street, bar and grill No. 15 MTB Entertainment Group, LLC d/b/a Rialto, located at 100 East 2nd Street, and bar and grill No. 16 Old Town Family Fun, LLC d/b/a Old Town Family Fun, located at 307 West E Street.

During the July 18, 2023, pre-meeting council directed staff to start accepting applications for the available bar and grill liquor licenses. The open application period started on August 9th, 2023, and ended on September 29th, 2023. Three applications were received.

During the October 10, 2023 work session, staff was directed to move forward with the approval process for the 3 applicants. There will be a public hearing for each of the following applicants:

Applicant #1: MTB Entertainment Group, LLC (DBA America)
Location: 119 South Center

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #2: MTB Entertainment Group, LLC (DBA Rialto)

Location: 100 North Center Street

If awarded a bar and grill liquor license, they plan to do some renovations to add the bar and stools that are required for this license. The estimated time to open is January 2024. It will be a venue for concerts, comedy shows, and wedding receptions. They will also serve food such as hot dogs, pizza, and nachos.

Applicant #3: Old Town Family Fun, LLC (DBA Old Town Family Fun)

Location: 301 West E Street

This is an established business that offers arcade games, board games, mini-golf, laser tag, climbing wall, and event space for parties. If this license is approved, they will expand and add a Sip & Play Café that will meet the requirements for a bar and grill liquor license. The estimated time to open the café is December 1, 2023. This establishment also serves food such as pizza, grilled cheese, and nachos.

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

As required by Municipal Code 05.08.070, a notice will be published in a local newspaper once a week for two consecutive weeks. As required by State Statute 12-4-104(a) it will be advertised on the City's website (www.casperwy.gov).

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

Applications

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

To be completed by City/County Clerk

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

Local License #: Bar & Grill
 Date filed with clerk: 9 122 12023
 Advertising Dates: (2 Weeks) _____ & _____
 Hearing Date: _____/_____/_____

Publishing Fee Direct Billed to Applicant:

License Term: 01 101 2024 Through 1 1
 Month Day Year Month Day Year

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

Applicant: MTB Entertainment Group, LLC
 Trade/Business Name (dba): RIALTO
 Building to be licensed/Building Address: 100 E. 2nd St.
 Number & Street
Casper WY 82601 Natrona
 City State Zip County
 Local Mailing Address: 550 N Poplar St
 Number & Street or P.O. Box
Casper WY 82601
 City State Zip
 Local Business Telephone Number: (307)259-0716 Fax Number: (____) _____
 Business E-Mail Address: windycityhousing@gmail.com

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

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

SPECIAL DESIGNATIONS (CHOOSE ONLY ONE)

GOLF CLUB GUEST RANCH RESORT

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

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

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

NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10:00 to 6:00

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

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

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

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

- (i) When the lease expires, located on page 1 aragraph 3 of lease
- (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 5.1 of lease
(MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

YES NO

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

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

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)

YES NO

If "YES", explain:

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

YES NO

6. RESORT LICENSE:

Does the resort complex.

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

7. MICROBREWERY LICENSE:

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

8. LIMITED RETAIL (CLUB) LICENSE:

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

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

9. LIMITED RETAIL (CLUB) LICENSE:

N/A

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

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

10. LIMITED RETAIL (CLUB) LICENSE:

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

N/A

- (a) Do you have more than fifty (50) bona fide members? YES NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? YES NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO
 - 1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(9) YES NO
 - 2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

11. LIMITED RETAIL (CLUB) LICENSE:

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

N/A

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years In Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
John Trost						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Pete Maxwell						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Jake Bigelow						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

REQUIRED ATTACHMENTS

- A statement indicating the financial condition and financial stability of the applicant. W.S. 12-4-102(a)(vi).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b) / W.S. 12-4-301(e). Purchase Contract
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer. W.S. 12-4-601(b).


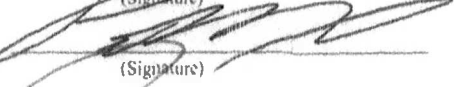
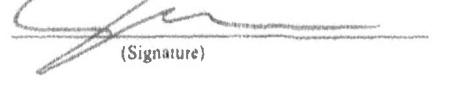
OATH OR VERIFICATION

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

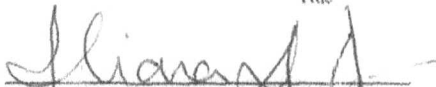
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

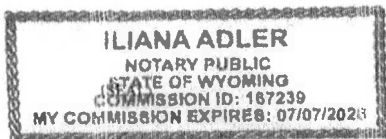
STATE OF WYOMING)
) S.S.
COUNTY OF _____)

Signed and sworn to before me on this 22 day of September, 2023 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	<u>John Trost</u> (Printed Name)	<u>Partner</u> Title
2)	 (Signature)	<u>Pete Maxwell</u> (Printed Name)	<u>Partner</u> Title
3)	 (Signature)	<u>JAKE BEGLOW</u> (Printed Name)	<u>Partner</u> Title
4)	_____ (Signature)	_____ (Printed Name)	_____ Title
5)	_____ (Signature)	_____ (Printed Name)	_____ Title
6)	_____ (Signature)	_____ (Printed Name)	_____ Title


Witness my hand and official seal:


Signature of Notary Public



My commission expires: 7-7-28

October 12, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Liz Becher, Community Development Director

SUBJECT: 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 17, 2023

Action Type:

Public Hearing

Recommendation:

That Council conduct the Public Hearing regarding the City's proposed 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.

The notice of the public hearing for those wishing to comment on this project was published in the Casper Star-Tribune on September 28, 2023. Citizens were also invited to 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.

Any 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 apply for a \$5M grant, which includes a 20% match. Funding for the match will be cash and in-kind.

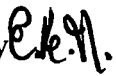
Oversight/Project Responsibility: City Staff will partner with the Regional Director of the Wyoming Business Council, Advance Casper, and Sustainable Strategies to complete the grant application process.

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 1st reading the 3rd day of October, 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 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 3rd day of October, 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.

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PASSED on 1st reading the 3rd day of October, 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

September 27, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, P.E., Chief Operating Officer 
Alex Sveda, P.E., City Engineer 
Shad Rodgers, Streets Manager
Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing a Contract for Professional Services with ALSCO in the Amount of \$447,064.80, for Professional Laundry Services for the Public Services and Support Services Departments.

Meeting Type & Date

Regular Council Meeting
October 17, 2023

Action type

Resolution

Recommendation

That Council, by Resolution, authorize a contract for professional services with ALSCO, in the amount of \$447,064.80, for professional laundry services for the Public Services (PSD) and Support Services Departments (SSD). This amount reflects the total for the next three (3) years, at a cost of \$149,021.60 per year.

Summary

Over the years, the City of Casper has provided uniforms in the form of pants, shirts, lab coats, or coveralls for employees within the Public Utilities (Water/Sewer/Wastewater), Solid Waste, Streets (Streets/Traffic), Fleet Maintenance and Meter Services Divisions. In addition, doormats, mops, rags, shop towels, fender covers, linens for the office areas, entryways, and restrooms for buildings associated with the above listed divisions have been provided. The approved amount is dependent on the number of employees and the requested amounts of linens to be laundered.

A request for proposals was sent to qualified vendors to furnish professional laundry services. The City received one (1) proposal from interested vendors, which was reviewed by City staff. ALSCO provided the lone price proposal and met all the necessary specifications. ALSCO's proposal for professional laundry services is \$149,021.60 per year, for a total amount of \$447,064.80 over three years.

Financial Considerations

The total contract amount of \$447,064.80 will be provided from the General Fund allocated to the various divisions in the PSD and SSD.

Oversight/Project Responsibility

Shad Rodgers, Streets Division Manager, Public Services Department.

Attachments

Resolution

Contract for Professional Services

Exhibit "A" – ALSCO Price Proposal

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 17th 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. ALSCO Inc., 3200 Prospector Drive, Casper, Wyoming 82604 (“Contractor”).

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

- A. The City desires to utilize professional laundry services.
- B. The project requires professional services for uniform leasing and providing laundry delivery services, repairs and replacement of uniforms, shirts, pants, coveralls, mats, and miscellaneous supplies to the Public Services and Support Services Departments of the City of Casper.
- 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:

- A. Provide and deliver uniforms, shirts, pants, coveralls, lab coats, shop coats, and miscellaneous supplies to the Public Services and the Support Services Departments as required, and clean, repair, or replace as needed per the weekly quoted price provided in the Contractor’s proposal attached as Exhibit “A” and hereby made part of this Contract.
- B. New items shall be furnished to all employees within the Public Utilities, Solid Waste, Streets, Fleet Maintenance, and Meter Services within thirty (30) days of the renewal date with no additional charge to the City.

- C. All goods are to be laundered and returned on a weekly basis. All delivery discrepancies, such as incorrect sizing, incorrect color, unacceptable condition, etc., must be resolved within fifteen (15) days of written or verbal notification of complaint.
- D. Contractor shall maintain an accurate and up-to-date permanent record for each individual employee of all uniforms picked up and delivered for each delivery date. Such record shall be made available to the City within two (2) business days from the date of request.
- E. Contractor shall identify garments with a bar code that can be scanned with a bar code reading instrument. The bar code shall identify the employee to which the garment belongs. In addition, if requested, each garment delivered or picked up shall be scanned to record the quantity and status (delivery, pick up, repair, alteration, etc.) of each garment for each employee. A status report detailing the results of the scans shall be available to the City within two (2) business days from the date of request. Bar coding services shall not be an additional cost to the City, but shall be included in the cost for leases of the uniforms.

2. TIME OF PERFORMANCE:

The services of the Contractor shall commence on the 18th day of October, 2023, and the term of this Contract shall be for three (3) years from that date.

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 Four Hundred Forty-Seven Thousand Sixty-Four and 80/100 Dollars (\$447,064.80).

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

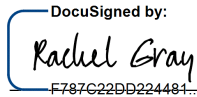
By: _____

Printed Name: _____

Title: _____

CONTRACTOR

ALSCO Inc.

By:  _____
F787622DD224481...

Printed Name: Rachel Gray

Title: General Manager

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.

Exhibit "A"**ALSCO PRICE PROPOSAL**

Item No.	Description	Estimated Qty. of Employees	Weekly Cost Per Employee	Annual Cost (Qty. of Employees X Weekly Cost X 52)
1	Weekly Uniform Lease: MENS Option 1 15 Standard Pants/Jeans/Winter pants in combination 15 Standard or Enhanced visibility industrial Shirts (L/S or S/S) per Employee; 5 Pants/Jeans and 5 Shirts Laundered Each Week	215	\$ <u>P</u> \$2.50 \$ <u>S</u> \$2.60	\$ <u>P</u> \$27,950.00 \$ <u>S</u> \$29,068.00
2	Weekly Uniform Lease: MENS Option 2 15 Standard Pants/Jeans per Employee; 5 Pants/Jeans Laundered Each Week	215	\$2.50	\$27,950.00
3	Weekly Uniform Lease: MENS Option 3 15 Standard or Enhanced visibility industrial Shirts (L/S or S/S) per Employee; 5 Shirts Laundered Each Week	6	\$2.60	\$811.20
4	Weekly Uniform Lease: WOMENS Option 1 15 Standard Pants/Jeans and 15 Standard Shirts (L/S or S/S) per Employee; 5 Pants/Jeans and 5 Shirts Laundered Each Week	10	\$ <u>P</u> \$2.50 \$ <u>S</u> \$2.60	\$ <u>P</u> \$1,300.00 \$ <u>S</u> \$1,352.00
5	Weekly Uniform Lease: WOMENS Option 2 15 Standard Pants/Jeans per Employee; 5 Pants/Jeans Laundered Each Week	10	\$2.50	\$1,300.00
6	Weekly Light Coverall Lease: 2 per Eligible Employee; Laundered Each Week	54	\$2.00	\$5,616.00
7	Weekly Heavy Coverall Lease: 2 per Eligible Employee; Laundered Each Week	54	\$2.00	\$5,616.00

8	Weekly Lab Coat: 2 per Eligible Employee; Laundered Each Week	60	\$3.60	\$11,232.00
9	Weekly Shop Coat: Laundered Each Week	60	\$3.60	\$11,232.00
10	Solid Waste Light coverall 11 per employee 5 laundered Each week	20	\$5.00	\$5,200.00

Item No.	Description	Estimated Weekly Quantities	Weekly Cost For Each Unit	Annual Cost (Weekly Cost X 52)
11	Shop Cloths	600	\$48.00	\$2,496.00
12	Micro Tech Pro Towels	40	\$6.00	\$312.00
13	2x3 Mats	15	\$34.80	\$1,809.60
14	3x5 Mats	20	\$45.00	\$2,340.00
15	3x5 Mats, Safety	27	\$60.75	\$3,159.00
16	3x5 Mats, Super Tread	5	\$10.00	\$520.00
17	3x5 Mats, Comfort	5	\$10.00	\$520.00
18	3x10 Mats	13	\$55.25	\$2,873.00
19	Urinal Mats	5	\$10.00	\$520.00
20	Bar Towels	90	\$16.20	\$842.40
21	Bath Towels	90	\$27.00	\$1,404.00
22	Towel Cabinet	13	\$19.50	\$1,014.00
23	36" Dust Mop	10	\$19.50	\$910.00
24	Mop Head	25	\$31.25	\$1,625.00

Description	Replacement Cost
Standard Shirt Short Sleeve	\$23.00
Standard Shirt Long Sleeve	\$23.00
Standard Pants	\$27.00
Lightweight Coverall	\$28.00
Heavyweight Coverall	\$28.00
Lab Coat	\$23.00
Shop Coat	\$23.00
Shop Cloth	\$1.10
Fender Cover	\$6.30
Micro Tech Pro Towels	\$1.70

RESOLUTION NO. 23-235

A RESOLUTION AUTHORIZING CONTRACT FOR PROFESSIONAL SERVICES WITH ALSICO INC., FOR PROVIDING PROFESSIONAL LAUNDRY SERVICES TO THE PUBLIC SERVICES AND SUPPORT SERVICES DEPARTMENTS.

WHEREAS, the City of Casper desires to enter into a contract for services related to the provision of uniforms and supplies and delivery services for a period of three (3) years; and,

WHEREAS, the project requires professional services for providing, laundering and delivery of said uniforms and supplies; and,

WHEREAS, ALSICO Inc., represents that it is ready, willing and able to provide the professional services to the City as required by the Contract; and,

WHEREAS, the City desires to retain the Contractor for such services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with ALSICO Inc., for those services, equal to a total amount not to exceed One Hundred Forty-Nine Thousand Twenty-One and 60/100 Dollars (\$149,021.60) each year, and not to exceed Four Hundred Forty-Seven Thousand Sixty-Four and 80/100 Dollars (\$447,064.80) for a period of three (3) years.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments throughout the term of the Contract

PASSED, APPROVED, AND ADOPTED this 17th day of October, 2023.

APPROVED AS TO FORM:
(Professional Laundry Services, Project 23-016)




ATTEST:

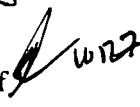
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk
ALSICO Inc.
Professional Laundry Services
Project No. 23-016

Ray Pacheco
Mayor

October 12, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Shane Chaney, Deputy Police Chief 
Jeff Broneck, Police Sergeant

SUBJECT: Grant Award Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program for the Enforcement of Seat Belt Use to Reduce Unbelted Injuries in the Amount of \$58,282.72.

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Action type
Resolution

Recommendation
That the City Council approve a grant award in the total amount of Fifty-Eight Thousand Two Hundred Eighty-Two Dollars and 72/100 (\$58,282.72) from the Wyoming Department of Transportation Highway Safety Program for the enforcement of seat belt use to reduce unbelted injuries.

Summary
Lack of seat belt use continues to be a problem in Wyoming despite law enforcement and prevention efforts. Data shows there is much work to be done to reduce unbelted injuries on Wyoming roads. Wyoming has a Secondary Seat Belt Law, which means law enforcement officers are required to have other reasons for stopping a vehicle before citing a driver or passenger for not using a seat belt. Wyoming's 2022 Observed Seat Belt use was 78.3%, which is well below the national observed seat belt use rate at 91.6%. The Wyoming Electronic Crash Records System (WECRS) reported in 2022 there were 118 traffic crashes with 134 fatalities, of which 65 were unbelted fatalities and 63 were speed related fatalities. Speed can be used as a trigger offense to enforce seat belt laws.

WECRS shows that between the years 2020 to 2022 Casper Police Department, Natrona County, investigated an average of 18.0% unbelted vehicle occupant crashes. Natrona County has an observed seat belt use rate of 69.6% which ranks below the statewide average of 78.3%.

This award will reimburse the Casper Police Department for costs associated with dedicating police officers to the enforcement of occupant protection enforcement opportunities.

Financial Considerations
Activities will be reimbursed through the Wyoming Department of Transportation Highway Safety Program

Oversight/Project Responsibility
Sergeant Jeff Broneck

Attachments
FFY2024 Sub Award Agreement Occupant Protection High Visibility Enforcement Overtime

APPROVAL AS TO FORM

I have reviewed the Highway Safety Program Federal Fiscal Year 2024 Sub-award Agreement for the amount of \$58,282.72 (Occupant Protection High Visibility Enforcement) between the Wyoming Department of Transportation Highway Safety Program and the Casper Police Department and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 9/25/2023

A handwritten signature in cursive script, reading "Wallace Trembath III", with a long horizontal flourish extending to the right.

Wallace Trembath III
Deputy City Attorney

**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2024 SUB-AWARD
AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM AND CASPER POLICE DEPARTMENT**

I. Sub-Recipient Contact Information	
Sub-Recipient: City of Casper Mailing Address: 201 North David Street Sub-Recipient Unique Entity Identifier: HXH4C4Y14JR5 Sub-Recipient Expenditure Amount: \$58,282.72	Sub Award Title: Occupant Protection High Visibility Enforcement Overtime City, State Zip: Casper, Wyoming 82601-1830 Budget Period: October 1, 2023, or the Effective Date – September 30, 2024 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Program Manager Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Name: Stephanie Lucero Telephone: 307-777-4198 Email: stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: OP-2024-BI-OP-01 WYDOT Project Number: HS40224 Funding Source: 402 Is Award for Research or Development? No Total Expenditure Amount: \$64,110.99 Total Approved Funds: \$71,163.20	Program Area: Occupant Protection WYDOT Activity Number: WHVE Federal Percent: 90.49% Performance Period: October 1, 2023 – January 28, 2025 WYDOT Indirect Rate: 11% Local Benefit: \$64,395.58
IV. Federal Award Information	
NHTSA Region 8 Program Administrator Name: Gina Espinosa-Salcedo Telephone: 720-963-3100 Email: NHTSA.region8@dot.gov	
Federal Awarding Agency: National Traffic Highway Safety Administration (NHTSA) Assistance Listing Number: 20.600 Assistance Listing Title: State and Community Highway Safety Federal Award Name: Highway Safety Behavioral Program (HSO)	
FAIN: 69A37523300004020WY0 Federal Award Date: 11/30/2022 Total Federal Award: \$2,754,525.00 Amount of Federal Funds Obligated by Action: \$380,058.00 Total Amount of Funds Obligated: \$466,200.00	FAIN: Not Applicable (N/A) Federal Award Date: N/A Total Federal Award: N/A Amount of Federal Funds Obligated by Action: N/A Total Amount of Funds Obligated: N/A

1. **Parties.** This is a Sub-Award Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation Highway Safety Program (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to the City of Casper, Wyoming, a Wyoming Municipal Corporation through the Casper Police Department (Sub-Recipient), whose address is 201 North David Street, Casper, Wyoming 82601-1830.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sub-Recipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements as outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** The term of this Agreement is from October 1, 2023, or the Effective Date, whichever is later, through January 28, 2025. The Sub-Recipient's Budget Period is from October 1, 2023, or the Effective Date, whichever is later, through September 30, 2024. The WYDOT's Performance Period is from October 1, 2023, through January 28, 2025.
4. **Problem Statement.** Lack of seat belt use continues to be a major problem in Wyoming despite law enforcement and prevention efforts. Data shows there is much work to be done to reduce unbelted injuries on Wyoming roads. Wyoming has a Secondary Seat Belt Law, which means law enforcement officers are required to have other reasons for stopping a vehicle before citing a driver or passenger for not using a seat belt.

Wyoming's 2022 Observed Seat Belt use was 78.3%, which is well below the national observed seat belt use rate at 91.6%. The Wyoming Electronic Crash Records System (WECRS) reported in 2022 there were 118 traffic crashes with 134 fatalities, of which 65 were unbelted fatalities and 63 were speed related fatalities. Speed can be used as a trigger offense to enforce seat belt laws.

WECRS shows that between the years 2020 to 2022 Casper Police Department, Natrona County, investigated an average of 18.0% unbelted vehicle occupant crashes. Natrona County has an observed seat belt use rate of 69.6% which ranks below the statewide average of 78.3%.

5. **Scope of Work.** High Visibility Enforcement is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors through highly visible and proactive occupant protection law enforcement. This project will provide year-long sustained occupant protection overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. Section 7 and Section 8 below will assist the WYDOT in reaching statewide performance targets listed below:
 - A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System (FARS)).
 - B. C-2 Number of Serious Injuries in Traffic Crashes (State).

- C. C-4 Number of Unrestrained Passenger Vehicle Occupant Fatalities, All Seat Positions (FARS) .
 - D. C-6 Number of Speeding Related Fatalities (FARS).
7. **Goals.** Utilize local law enforcement to effectively deploy resources to assist in reducing unbelted fatalities and injuries through enforcement of Wyoming’s Occupant Protection laws.
8. **Deliverables.** The Sub-Recipient agrees to:
- A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement. All reporting forms will be available on the HSO Project Site.
 - B. Conduct sustained year-round enforcement based on a data-driven efforts.
 - C. Participate in the required occupant protection ‘May Mobilization’ campaign from May 22, 2024, to June 4, 2024.
 - D. The Sub-recipient is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at:
<https://www.trafficsafetymarketing.gov/calendars>.
 - E. Ensure occupant protection enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.
 - F. Provide officers participating in high visibility occupant protection overtime with the ‘Wyoming Safety Belt Enforcement Guide.’ The WYDOT will provide the Sub-Recipient copies upon execution of this Agreement.
 - G. Ensure Attachment E, Event Activity Summary Report (HS-7), which is attached to and incorporated into this Agreement by this reference, clearly indicates occupant protection is the focus of the event.
 - H. Ensure that the reporting officer clearly indicates in Attachment D, Officer Activity Report (HS-6), which is attached to and incorporated into this Agreement by this reference, that occupant protection is the focus of the overtime through one of the following methods.
 - (i) Enforcement of occupant protection as evidenced by occupant protection citations.
 - (ii) Occupant protection enforcement as evidenced by occupant protection warnings.
 - (iii) If no occupant enforcement citations or warnings are issued, a comment is

required in the notes section as to why.

- I. Ensure reimbursement is based on actual overtime expenditures and complies with the Fair Labor Standards Act (FLSA). The Sub-Recipient must provide official agency generated expense report(s) for labor charges.
 - J. Ensure the Project Director or Authorized Agency Official signs Attachment B, Grant Claim for Reimbursement, which is attached to and incorporated into this Agreement by this reference. If the Grant Claim for Reimbursement is signed by someone other than those named above, the Sub-Recipient must provide the WYDOT a letter authorizing the signatory to approve expenditures.
 - K. The Sub-Recipient acknowledges if an officer is called to assist with a high priority call that does not involve occupant protection overtime enforcement for any reason, the officer must not claim reimbursement for overtime hours.
 - L. Notify the WYDOT immediately if the Sub-Recipient is unable to fulfill the stated activities, for any reason, to discuss alternate plans.
9. **Project Budget.** The WYDOT agrees to reimburse the Sub-Recipient actual costs up to the cost-not-to-exceed (Grant Expenditure Amount) specified below:

A. Cost Summary.

Personnel Services	\$58,282.72
Indirect Cost (10%)	\$5,828.27
Grant Expenditure Amount	\$64,110.99
WYDOT Indirect Cost Allocation Plan (11%)	\$7,052.21
Total	\$71,163.20

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2024.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) The Sub-Recipient shall have the following documentation supporting expenditures when requesting reimbursement: Attachment B, Grant Claim for Reimbursement; Attachment C, Balance Report, which is attached to and incorporated into this Agreement by this reference; Agency Generated Expense Report(s); Attachment E, Event Activity Report (HS-7); and Attachment D, Officer Activity Report (HS-6).
- (iv) When submitting the Grant Claim for Reimbursement Request to the HSO Project Site, ensure the file name includes the following information:

Agency Name, Month, Focus of Enforcement (e.g., any agency January OP).

- (v) The WYDOT will process reimbursement upon review and approval of documentation submitted with Attachment B, Grant Claim for Reimbursement.
- (vi) If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will notify the Sub-Recipient in writing of the request and provide an expected response date or implementation date.
- (vii) The Sub-Recipient shall notify the WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.
- (viii) In accordance with 23 CFR Part 1300.13, the Sub-Recipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

10. **Travel/Training Requirements.** Travel and training by funding awarded under this Agreement is not authorized.

11. **Equipment.** The purchase of equipment by funding awarded under this Agreement is not authorized.

12. **Project Evaluation/Reporting.**

- A. **Monthly Report.** Attachment D, Officer Activity Report (HS-6) and Attachment E, Event Activity Summary Report (HS-7) shall serve as the Monthly Report for all expenditures. The Sub-Recipient must submit a fully completed Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month by the 15th of the following month.
- B. **Annual Report.** The WYDOT shall provide the Sub-Recipient an Annual Report summarizing all fiscal year project activities. The Sub-Recipient will be required, to sign the report acknowledging its accuracy. The Sub-Recipient may comment on project successes or challenges.

13. **Seat Belt Policy.** The Sub-Recipient shall adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org.
14. **Special Provisions.**
- A. **Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. The WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
- B. **Environmental Policy Acts.** The Sub-Recipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. **Kickbacks.** The Sub-Recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sub-Recipient breaches or violates this warranty, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, 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 Agreement, the Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal

agency in connection with the award of a federal grant, agreement, cooperative agreement, or loan.

- F. Monitoring Activities.** The WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sub-Recipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Sub-Recipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Suspension and Debarment.** By signing this Agreement, the Sub-Recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sub-Recipient agrees to notify the WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- J. Administration of Federal Funds.** The Sub-Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WYDOT.
- K. Federal Audit Requirements.** The Sub-Recipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sub-recipient 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 Agreement, the Sub-Recipient shall provide one (1) copy of the audit report to the WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the WYDOT's records.

- L. Non-Supplanting Certification.** The Sub-Recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sub-Recipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Program Income.** The Sub-Recipient shall not deposit grant funds in an interest bearing account without prior approval of the WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to the WYDOT.
- N. Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements in Attachment A, Federal Certifications and Assurances, which is attached to and incorporated into this Agreement by this reference.

15. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sub-Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.
- D. Audit and Access to Records.** The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-

Recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

- E. Availability of Funds.** Each payment obligation of the WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify the Sub-Recipient 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 WYDOT in the event this provision is exercised, and the WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and the WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty (20) pages, Attachment B, Grant Claim for Reimbursement, consisting of one (1) page, Attachment C, Balance Report consisting of one (1) page, Attachment D, Officer Activity Report (HS-6), consisting of one (1) page, Attachment E, Event Activity Report (HS-7), consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The Sub-Recipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sub-Recipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Sub-Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sub-Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. The Sub-Recipient 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 Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, the Sub-Recipient agrees to return all such original and derivative information and documents to the WYDOT 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.

- P. Prior Approval.** This 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 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).
- Q. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sub-Recipient 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 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.
- S. Taxes.** The Sub-Recipient 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.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.

- X. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- Y. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sub-Recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.

- Z. **Insurance Requirements.** The Sub-Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.


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16. Signatures. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Keith McPheeters TITLE: Chief of Police PHONE: 307-235-8225 EMAIL: kmcpheeters@casperwy.gov SIGNATURE: DATE:	SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Ray Pacheco TITLE: Mayor PHONE: 307-235-8224 EMAIL: rpacheco@casperwy.gov SIGNATURE: DATE:
SUB-RECIPIENT: PROJECT DIRECTOR NAME: Jeff Broneck TITLE: Traffic Sergeant PHONE: 307-235-8225 EMAIL: jbroneck@casperwy.gov SIGNATURE: DATE:	
SUB-RECIPIENT: CITY CLERK - <u>ATTESTATION</u> NAME: Fleur Tremel TITLE: City Clerk PHONE: 307-235-8258 EMAIL: ftremel@casperwy.gov SIGNATURE: DATE:	
WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL SIGNATURE: DATE:	
WYDOT APPROVAL SIGNATURE: DATE:	

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 <small>AB617C852CFA499...</small>	233375	October 10, 2023
Tyler M. Renner, Supervising Attorney General		Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Sub-Recipient to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on the WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination**. The Sub-Recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - B. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - F. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
 - G. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - H. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - I. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- J. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
- K. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- L. Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- M. *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- N. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government);
- O. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. **General Assurances.** In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Sub-Recipient receives Federal financial assistance from DOT, including NHTSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination

requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Sub-Recipient, so long as any portion of the program is Federally assisted.

3. Specific Assurances. More specifically, and without limiting the above general Assurance, the Sub-Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Sub-Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Sub-Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Sub-Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Sub-Recipient will insert the clauses of Appendix A and E of this Assurance (also referred to as USDOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

D. The Sub-Recipient will insert the clauses of Appendix B of USDOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sub-Recipient.

E. That where the Sub-Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Sub-Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

- G.** That the Sub-Recipient will include the clauses set forth in Appendix C and Appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
- (i) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii) for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H.** That this Assurance obligates the Sub-Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-Recipient, or any transferee for the longer of the following periods:
- (i) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (ii) the period during which the Sub-Recipient retains ownership or possession of the property.
- I.** The Sub-Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J.** The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-Recipient also recognizes that the Sub-Recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-Recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under WYDOT's Highway Safety Grant Program. This ASSURANCE is binding on the WYDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors' transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing the Agreement is/are authorized to sign this ASSURANCE on behalf of WYDOT.

4. **The Drug-Free Workplace Act of 1988.** The Sub-Recipient will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing a drug-free awareness program to inform employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Sub-Recipients policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - (v) Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - C. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i) Abide by the terms of the statement;
 - (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - D. Notifying the WYDOT within ten (10) days after receiving notice under subparagraph (C)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - E. Taking one (1) of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(ii), with respect to any employee who is so convicted—

- (i) Taking appropriate personnel action against such an employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs in this section.
- 5. **Political Activities (Hatch Act)**. The Sub-Recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 6. **Certification Regarding Federal Lobbying**. The Sub-Recipient certifies, to the best of its knowledge and belief, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Sub-Recipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

7. **Restriction on State Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., “grassroots” lobbying activities, with one exception.
8. **Certification Regarding Debarment and Suspension.**
- A. By executing this Agreement, the Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
 - B. The inability of the Sub-Recipient to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sub-Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the WYDOT’s determination whether to enter into this transaction. However, failure of the primary Sub-Recipient to furnish a certification or an explanation shall disqualify the Sub-Recipient from participation in this transaction.
 - C. The certification in this clause is a material representation of fact upon which reliance was placed when the WYDOT determined to enter into this transaction. If it is later determined that the Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available, to the Federal Government or the WYDOT may terminate this transaction for cause or default or may pursue suspension or debarment.
 - D. The Sub-Recipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Sub-Recipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.
 - F. The Sub-Recipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 - G. The Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,”

provided by the WYDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. The Sub-Recipient in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under section 6 Certification Regarding Federal Lobbying of these assurances, if a Sub-Recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the WYDOT may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions.**

- A. The Sub-Recipient certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection (B) of this certification; and
- (iv) Have not within a three (3)-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sub-Recipient is unable to certify to any of the Statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

10. **Instructions for Lower Tier Certification.**

- A. By signing this Agreement the lower tier Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the WYDOT with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The lower tier Sub-Recipient shall provide immediate written notice to the WYDOT, the persons to which this agreement is signed, if at any time the lower tier Sub-Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered *transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.
- E. The lower tier Sub-Recipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The lower tier Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- G.** A Sub-Recipient in a covered transaction may rely upon a certification of a Sub-Recipient in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I.** Except for transactions authorized under subsection E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- 11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions.**
- A.** The lower tier Sub-Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B.** Where the lower tier Sub-Recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.
- 12. Buy American Act.** The Sub-Recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the WYDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

13. Certification on Conflict of Interest. General Requirements.

- A. No employee, officer or agent of the WYDOT or its Sub-Recipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any sub-award, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such sub-award. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a sub-award. Based on this policy:
- (i) The Sub-Recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - (ii) The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B. The Sub-Recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

14. Disclosure Requirements. The WYDOT nor its Sub-Recipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A. The Sub-Recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Sub-Recipient has taken or proposes to take to avoid or mitigate such conflict.
- B. NHTSA will review the disclosure and may require additional relevant information from the Sub-Recipient. If a conflict of interest is found to exist, NHTSA may
- (i) terminate the award, or
 - (ii) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an

organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of award. Key personnel shall include any person owning more than a twenty percent (20%) interest in a Sub-Recipient, and the officers, employees or agents of a Sub-Recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

15. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Sub-Recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
16. **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and USDOT Order 3902.10, Text Messaging While Driving. The WYDOT encourages Subrecipients to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. The WYDOT also encourages Sub-Subrecipients to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
17. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the Federal award for a period of three (3) years from the date of submission of the Annual Report. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
18. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the sub-award agreement. Reimbursement will be made periodically by the WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than thirty (30) days following the completion of the project.
19. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

20. **Obligation of Funds.** Federal funds may not be obligated prior to the Effective Date or subsequent to the termination date of the Budget Period. Requests for reimbursement outstanding at the termination date of the Budget Period must be made within thirty (30) days or those funds may not be paid.
21. **Program Income.** The WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the WYDOT and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost WYDOT matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
22. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by the WYDOT when procuring property and services under this Federal award.
23. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the sub-award agreement and approved in advance by the WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. The WYDOT shall be provided with a copy of all contracts and agreements entered into by the Sub-Recipient. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WYDOT.
24. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
25. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from the WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
26. **System for Award Management (SAM) and Unique Entity Identification (UEI).** The Sub-Recipient is required to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the WYDOT.

27. **Conflict of Interest.** The Sub-Recipient/Local Public Agency (LPA)/Sponsor must disclose in writing any potential conflict of interest to the WYDOT including financial or other personal interests.
28. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to the WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
29. **Procurements by States.** Sub-Recipient must follow the procurement standards in 2 C.F.R. §200.318 through 200.327.
30. **Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.**
- A. Sub-Recipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
- (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in paragraphs subsections (i) through (v) of this section.
31. **Domestic preferences for procurements.**

- A. As appropriate and to the extent consistent with law, the Sub-Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
- (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32. Monitoring and reporting program performance.

- A. **Monitoring by the non-Federal entity.** The WYDOT is responsible for oversight of the operations of the Federal award supported activities. The WYDOT must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the WYDOT must cover each program, function or activity. See 2 C.F.R. §200.332.
- B. **Reporting program performance.** The WYDOT must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Sub-Recipient must relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, the Sub-Recipient must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with the WYDOT’s policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which the WYDOT’s performance can be measured.
- C. **Non-construction performance reports.** The WYDOT must use standard, government wide OMB-approved data elements for collection of performance

information including performance progress reports, Research Performance Progress Reports.

- (i) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the WYDOT's information collection request:
 - (a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the NHTSA program, NHTSA should include this as a performance reporting requirement.
 - (b) The reasons why established goals were not met, if appropriate.
 - (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

D. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Sub-Recipient must inform the NHTSA or the WYDOT as soon as the following types of conditions become known:

- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

F. Site visits. NHTSA may make site visits as warranted by program needs.

G. Performance report requirement waiver. NHTSA may waive any performance report required by this part if not needed.

33. Requirements for pass-through entities.

A. All pass-through entities (PTE) must:

- (i) Ensure that every sub-award is clearly identified to the Sub-Recipient as a sub-award and includes the following information at the time of the sub-award and if any of these data elements change, include the changes in subsequent sub-award modification. When some of this information is not available, the WYDOT must provide the best information available to describe the Federal award and sub-award. Required information includes:
- (a) Federal award identification.
- (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
 - (2) Sub-Recipient's unique entity identifier (UEI);
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of the award to the WYDOT by NHTSA;
 - (5) Sub-award Period of Performance Start and End Date;
 - (6) Sub-award Budget Period Start and End Date;
 - (7) Amount of Federal Funds Obligated by this action by the WYDOT to the Sub-Recipient;
 - (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the WYDOT including the current financial obligation;
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the WYDOT;
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the WYDOT;
 - (12) Assistance Listings number and Title; the WYDOT must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;

- (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B. All requirements imposed by the WYDOT on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C. Any additional requirements that the WYDOT imposes on the Sub-Recipient in order for the WYDOT to meet its own responsibility to NHTSA including identification of any required financial and performance reports;
- D. Approve a federally recognized indirect cost rate, possibly negotiated between the Sub-Recipient and NHTSA. If no approved rate exists, the WYDOT must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
 - (i) The negotiated indirect cost rate between the WYDOT and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the WYDOT is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.
 - (a) The WYDOT must not require use of a de minimis indirect cost rate if the Sub-Recipient has a federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. §200.405(d).
- E. Appropriate terms and conditions concerning closeout of the sub-award.
 - (i) Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate Sub-Recipient monitoring described in the subsections (D) and (E) of this section, which may include consideration of such factors as:
 - (ii) The Sub-Recipient's prior experience with the same or similar sub-awards;
 - (iii) The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F, and the extent to which the same or similar sub award has been audited as a major program;

- (iv) Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v) The extent and results of NHTSA's monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- F. Consider imposing specific sub-award conditions upon a Sub-Recipient if appropriate as described in 2 C.F.R. §200.208.
- G. Monitor the activities of the Sub-Recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The WYDOT's monitoring of the Sub-Recipient must include:
 - (i) Reviewing financial and performance reports required by the WYDOT.
 - (ii) Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the WYDOT detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular sub-award.
 - (iii) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the WYDOT as required by §200.521.
 - (iv) The WYDOT is responsible for resolving audit findings specifically related to the sub award and not responsible for resolving crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the WYDOT may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 C.F.R. §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the WYDOT to issue sub-awards that conform to the WYDOT and award-specific requirements, to manage risk through ongoing sub-award monitoring, and to monitor the status of the findings that are specifically related to the sub-award.
- H. Depending upon the WYDOT's assessment of risk posed by the Sub-Recipient (as described in subsection (B) of this section), the following monitoring tools may be useful for the WYDOT to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425.
- I. Verify that every Sub-Recipient is audited as required by 2 CFR Part 200 Subpart F when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- J. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the WYDOT's own records.
- K. Consider taking enforcement action against noncompliant Sub-Recipients as described in 2 C.F.R. §200.339 and in program regulations.

Grant Claim for Reimbursement

HIGHWAY SAFETY BEHAVIORAL GRANTS PROGRAM
 WYOMING DEPARTMENT OF TRANSPORTATION
 5300 BISHOP BOULEVARD
 CHEYENNE, WYOMING 82009-3340

NAME & ADDRESS OF CLAIMANT		Highway Safety Use Only	
Casper Police Department 201 North David Street Casper, WY 82601-1830		ACCT: 5662601	
		DEPT: 8302	
		PROGRAM: 1820	
		PROJECT: HS40224	
		ACTIVITY: WHVE	
		SRC TYPE: GTAID	
		SIGNATURE:	
		DATE:	
Date		AGREEMENT NAME	
<input type="checkbox"/> Final Claim		Occupant Protection High Visibility Overtime Enforcement	
Month of Claim:			
Budget Category		Amount	
Occupant Protection HVE Reimbursement		\$	-
Indirect Charge (10%)		\$	-
TOTAL		\$	-

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Highway Safety Office

Date:

Authorized Agency Official

Date

or Project Director

NOTE: Supporting documentation for all expenditures above must be attached.

Attachment B to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project OP-2024-BI-OP-01, Sub-Award Title Occupant Protection High Visibility Enforcement Overtime

Balance Report

Wyoming Department of Transportation
5300 Bishop Blvd
Cheyenne, WY 82009-3340

Work Performed in Accordance With
 Fiscal Year 2024 Wyoming Highway Safety Plan

Claim Made By: Casper Police Department	Occupant Protection High Visibility Overtime Enforcement	OP-2024-BI-OP-01
Department/Agency	Project/Grant Title	GTS Project Number

Project: HS40224 **Activity:** WHVE

Date of Claim	Amount Claimed for Reimbursement	Total Reimbursements To Date	Grant Max Expenditure Amount	Remaining Balance	Approved for Payment (WYDOT Use Only)
October		\$ -	\$ 64,110.99	\$ 64,110.99	
November		\$ -			\$
December		\$ -			Net Amount Claimed
January		\$ -			
February		\$ -			\$
March		\$ -			Difference
April		\$ -			
May		\$ -			\$
June		\$ -			Approved Amount
July		\$ -			
August		\$ -			
September		\$ -			
TOTALS	\$ -	\$ -	\$ 64,110.99	\$ 64,110.99	Approved by & Date

Attachment C to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project OP-2024-BI-OP-01, Sub-Award Title Occupant Protection High Visibility Enforcement Overtime

**Highway Safety Office
Officer Overtime Activity Report (HS-6)
Occupant Protection High Visibility Overtime Grant**

Agency: _____	Date: _____
Event Focus: <u>Occupant Protection</u>	Name of Event: _____
Officer Name: _____	Badge #: _____
Start Time: _____	End Time: _____
Beginning Mileage: _____	Ending Milage: _____
	Total Hours: _____
	Total Mileage: _____

TOTAL # of TRAFFIC STOPS

CITATION/ARRESTS

DWUI _____

Seat Belt Citations _____

Child Restraint Citations _____

Speed Citations _____

Distracted Driving Citations _____

Moving Violation Citations _____

Other Citation/Arrests _____

WARNINGS

Seat Belt Warnings _____

Child Restraint Warnings _____

Speed Warnings _____

Distracted Driving Warnings _____

Moving Violation Warnings _____

Other Warnings _____

Notes/Comments:

NOTE: Activity must clearly indicate that Occupant Protection is the focus of the overtime through one of the following methods.

- (i) Enforcement of occupant protection as evidenced by occupant protection citations.
- (ii) Occupant protection enforcement as evidenced by occupant protection warnings.
- (iii) If no occupant enforcement citations or warnings are issued, a comment is required in the Notes Section as to why.
- (iv) Lack of activity or documentation may increase possibility of additional documentation requirements.

Signature

Date

Updated: Dec 2021

Attachment D to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project OP-2024-BI-OP-01, Sub-Award Title Occupant Protection High Visibility Enforcement Overtime

Highway Safety Office
****Event Summary Report (HS-7)****
Occupant Protection High Visibility Overtime Grant

Agency: _____	Date: _____
Event Focus: <u>Occupant Protection</u>	Name of Event: _____
Total # Officers: _____	Total Hours: _____
Total Mileage: _____	Mileage Rate: _____

TOTAL # of TRAFFIC STOPS

TOTAL CITATION/ARRESTS

TOTAL WARNINGS

DWUI _____

Seat Belt Citations _____

Child Restraint Citations _____

Speed Citations _____

Distracted Driving Citations _____

Moving Violation Citations _____

Other Citation/Arrests _____

Seat Belt Warnings _____

Child Restraint Warnings _____

Speed Warnings _____

Distracted Driving Warnings _____

Moving Violation Warnings _____

Other Warnings _____

Notes/Comments:

NOTE: Each HS6 must clearly indicate that Occupant Protection is the focus of the overtime through one of the following methods.

- (i) Enforcement of occupant protection as evidenced by occupant protection citations.
- (ii) Occupant protection enforcement as evidenced by occupant protection warnings.
- (iii) If no occupant enforcement citations or warnings are issued, a comment is required in the Notes Section as to why.
- (iv) Lack of activity or documentation may increase possibility of additional documentation requirements.

Signature

Date

Updated: Dec 2021

Attachment E to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project OP-2024-BI-OP-01, Sub-Award Title Occupant Protection High Visibility Enforcement Overtime

RESOLUTION NO. 23-236

A RESOLUTION APPROVING THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM GRANT FFY2024 SUB-AWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM AND CASPER POLICE DEPARTMENT FOR THE ENFORCEMENT OF SEAT BELT USE TO REDUCE UNBELTED INJURIES.

WHEREAS, the City of Casper has been awarded funds in the amount of Fifty-Eight Thousand Two Hundred Eighty-Two and 72/100 (\$58,282.72) to be used to support the reduction of unbelted injuries on Wyoming roads; and

WHEREAS, the above referenced Agreement between the Wyoming Department of Transportation and the City of Casper must be executed to receive the grant funds; and

WHEREAS, the City of Casper desires to accept the funds from the Wyoming Department of Transportation; and,

WHEREAS, the Casper Police Department will use the awarded grant funds to deter and change unlawful traffic behaviors related to lack of seat belt use.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and the City of Casper for the enforcement of seat belt use to reduce unbelted injuries.

BE IT FURTHER RESOLVED: That the Mayor and/or his/her designee is hereby authorized to execute all documents pertaining to the above-described grant award agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 12, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Shane Chaney, Deputy Police Chief 
Jeff Broneck, Police Sergeant

SUBJECT: Grant Award Between the City of Casper and the Wyoming Department of Transportation Highway Safety Program for the Enforcement and Reduction of Impaired Driving in the Amount of \$57,530.99.

Meeting Type & Date

Regular Council Meeting
October 17, 2023

Action type

Resolution

Recommendation

That the City Council approve a grant award in the total amount of Fifty-Seven Thousand, Five Hundred Thirty Dollars and 99/100 (\$57,530.99) from the Wyoming Department of Transportation Highway Safety Program for the enforcement and reduction of impaired driving.

Summary

Impaired driving remains a major problem in Wyoming. Impaired driving is responsible for needless deaths and injuries on Wyoming roadways each year. Driving while impaired includes anyone who drives a vehicle while being impaired by alcohol, drugs, prescription medications, or any combination of those substances. During the years 2018-2022, impaired driving crashes contributed to 41.5% of fatal crashes, 12.9% of injury crashes, and 7.3% of property damage only crashes. Impaired driving crashes averaged 53 fatalities a year, as reported by the Wyoming Electronic Crash Records System (WECRS).

The Casper Police Department investigated an average of 18.01% of the statewide impaired driving crashes for the years 2020 to 2022 (WECRS). Casper Police Department also represented 8.49%, 9.64%, and 10.48% of all statewide impaired driving arrests, respectively, for 2020 to 2022 (WYDOT Driver Services).

This award will reimburse the Casper Police Department for costs associated with dedicating police officers to the enforcement of driving while under the influence.

Financial Considerations

Activities will be reimbursed through the Wyoming Department of Transportation Highway Safety Program

Oversight/Project Responsibility

Sergeant Jeff Broneck

Attachments

FFY2024 Sub Award Agreement Impaired Driving

APPROVAL AS TO FORM

I have reviewed the Highway Safety Program Federal Fiscal Year 2024 Sub-award Agreement for the amount of \$57,530.99 (Impaired Driving High Visibility Overtime) between the Wyoming Department of Transportation Highway Safety Program and the Casper Police Department and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 9/25/2023



Wallace Trembath III
Deputy City Attorney

**HIGHWAY SAFETY PROGRAM FEDERAL FISCAL YEAR (FFY) 2024 SUB-AWARD
AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY PROGRAM AND CASPER POLICE DEPARTMENT**

I. Sub-Recipient Contact Information	
Sub-Recipient: City of Casper Mailing Address: 201 North David Street Sub-Recipient Unique Entity Identifier: HXH4C4Y14JRS Sub-Recipient Expenditure Amount: \$57,530.99	Sub Award Title: Impaired Driving High Visibility Enforcement Overtime City, State Zip: Casper, Wyoming 82601-1830 Budget Period: October 1, 2023, or the Effective Date – September 30, 2024 Sub-Recipient Indirect Rate: 10%
II. Highway Safety Program Contact Information	
Name: Karson James Telephone: 307-777-4200 Email: karson.james@wyo.gov	Grant Manager Stephanie Lucero 307-777-4198 stephanie.lucero@wyo.gov
III. Highway Safety Program Award Information	
HSP Project Number: AL-2024-BI-AL-01 WYDOT Project Number: HS40224 Funding Source: 402 Is Award for Research or Development? No Total Expenditure Amount: \$63,284.09 Total Approved Funds: \$70,245.34	Program Area: Impaired Driving WYDOT Activity Number: WHVA Federal Percent: 90.49% Performance Period: October 1, 2023 – January 28, 2025 WYDOT Indirect Rate: 11% Local Benefit: \$63,565.01
IV. Federal Award Information	
NHTSA Region 8 Program Administrator Name: Gina Espinosa-Salcedo Telephone: 720-963-3100 Email: NHTSA.region8@dot.gov	
Federal Awarding Agency: National Traffic Highway Safety Administration (NHTSA) Assistance Listing Number: 20.600 Assistance Listing Title: State and Community Highway Safety Federal Award Name: Highway Safety Behavioral Program (HSO)	
FAIN: 69A37523300004020WY0 Federal Award Date: 11/30/2022 Total Federal Award: \$2,754,525.00 Amount of Federal Funds Obligated by Action: \$475,072.50 Total Amount of Funds Obligated: \$582,750.00	FAIN: Not Applicable (N/A) Federal Award Date: N/A Total Federal Award: N/A Amount of Federal Funds Obligated by Action: N/A Total Amount of Funds Obligated: N/A

1. **Parties.** This is a Sub-Award Agreement (Agreement) of federal financial assistance from the Wyoming Department of Transportation Highway Safety Program (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, to the City of Casper, Wyoming, a Wyoming Municipal Corporation through the Casper Police Department (Sub-Recipient), whose address is 201 North David Street, Casper, Wyoming 82601-1830.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sub-Recipient and the WYDOT in the administration of the Highway Safety Behavioral Program and establish all grant requirements outlined by the WYDOT and all applicable State and Federal regulations.
3. **Term of Agreement.** The term of this Agreement is from October 1, 2023, or the Effective Date, whichever is later, through January 28, 2025. The Sub-Recipient's Budget Period is from October 1, 2023, or the Effective Date, whichever is later, through September 30, 2024. The WYDOT's Performance Period is from October 1, 2023, through January 28, 2025.
4. **Problem Statement.** Impaired driving is responsible for needless deaths and injuries on Wyoming roadways each year. Driving while impaired includes anyone who drives a vehicle while being impaired by alcohol, drugs, prescription medications, or any combination of those substances. During the years 2018 to 2022, impaired driving crashes contributed to 41.5% of fatal crashes, 12.9% of injury crashes and 7.3% of property damage only crashes. Impaired driving crashes averaged 53 fatalities a year, as reported by the Wyoming Electronic Crash Records System (WECRS).

WYDOT Driver Services Program reported an increase in driving under the influence (DUI) convictions of 16% from 2021 to 2022, which can be attributed to an increase in impaired driving, sustained high visibility enforcement (HVE), as well as, combined efforts of the Governor's Council on Impaired Driving, Impaired Driving Program, and the Traffic Safety Resource Prosecutor. Alcohol and Crime in Wyoming 2022 reported DUIs accounted for 30.86% of all statewide arrests with an average blood alcohol content (BAC) of 0.16. Additionally, 53% of people arrested for DUI had a reported BAC level above 0.16 and 14% had a BAC of 0.24 or greater.

The Casper Police Department investigated an average 18.01% of the statewide impaired driving crashes for the years 2020 to 2022 (WECRS). Casper Police Department also represented 8.49%, 9.64%, and 10.48% of all statewide impaired driving arrests, respectively, for 2020 to 2022 (WYDOT Driver Services).

5. **Scope of Work.** HVE is a universal traffic safety approach designed to create deterrence and change unlawful traffic behaviors. HVE combines highly visible and proactive law enforcement targeting impaired driving. This project will provide year-long sustained impaired driving overtime enforcement opportunities to local law enforcement agencies.
6. **Performance Measures.** The Safety Management System (SMS) Committee analyzes the five (5) and ten (10) year running averages along with recent trends to determine the new performance targets. Section 7 and Section 8 below will assist the WYDOT in reaching statewide performance targets listed below:

Highway Safety Program Sub-Award Agreement between the
Wyoming Department of Transportation Highway Safety Program and Casper Police Department,
HSP Project AL-2024-BI-AL-01,
Sub-Award Title Impaired Driving High Visibility Enforcement Overtime

- A. C-1 Number of Traffic Fatalities (Fatality Analysis Reporting System (FARS), Federal Highway Administration (FHWA)).
 - B. C-2 Number of Serious Injuries in Traffic Crashes (State).
 - C. C-5 Number of fatalities in crashes involving a driver or motorcycle operator with a BAC of 0.08 and above (FARS).
 - D. S-2 Number of Drug Involved Fatal and Serious Injuries.
7. **Goals.** Utilize local law enforcement to effectively deploy resources to assist in reducing impaired driving fatalities and injuries through sustained enforcement of Wyoming's Impaired Driving laws.
8. **Deliverables.** The Sub-Recipient agrees to:
- A. Conduct all grant related activity on the Highway Safety Office (HSO) Project Site. An email invite will be sent to the Project Director, Authorizing Officials, and authorized signers upon execution of this Agreement. All reporting forms will be available on the HSO Project Site.
 - B. Conduct sustained year-round enforcement based on data-driven efforts.
 - C. Participate in the impaired driving mandatory campaigns "Holiday Season" from December 13, 2023, to January 1, 2024, and "National Mobilization" from August 21, 2024, to September 4, 2024.
 - D. The Sub-Recipient is encouraged to participate in NHTSA national campaigns. Calendar of events can be found at: <https://www.trafficsafetymarketing.gov/calendars>.
 - E. Ensure impaired driving enforcement is conducted from a marked patrol vehicle. No on-foot or bicycle patrols are allowed.
 - F. Ensure Attachment E, Event Activity Report (HS-7) Form, which is attached to and incorporated into this Agreement by this reference, clearly indicates impaired driving enforcement is the focus of the event.
 - G. Ensure that the reporting officer clearly indicates on Attachment D, Officer Activity Report (HS-6 Form), which is attached to and incorporated into this Agreement by this reference, that impaired driving is the focus of the overtime through one of the following methods.
 - (i) Enforcement of impaired driving as evidenced by an impaired driving arrest.
 - (ii) If no impaired driving arrests are made, a comment is required in the notes section as to why.

- H. Ensure reimbursement is based on actual overtime expenditures and complies with the Fair Labor Standards Act (FLSA). The Sub-Recipient must provide official agency-generated expense report(s) for labor charges.
 - I. Ensure the Project Director or Authorized Agency Official signs Attachment B, Grant Claim for Reimbursement, which is attached to and incorporated into this Agreement by this reference. If the Grant Claim for Reimbursement is signed by someone other than those named above, the Sub-Recipient must provide the WYDOT a letter authorizing the signatory to approve expenditures.
 - J. The Sub-Recipient acknowledges if an officer is called to assist with a high priority call that does not involve impaired driving overtime enforcement for any reason, the officer must not claim reimbursement for overtime hours.
 - K. Notify the WYDOT immediately if Sub-Recipient is unable to fulfill the stated activities, for any reason, to discuss alternate plans.
9. **Project Budget.** The WYDOT agrees to reimburse the Sub-Recipient actual costs up to the cost-not-to-exceed (Grant Expenditure Amount) specified below:

A. Cost Summary.

Personnel Services	\$	57,530.99
Indirect Cost (10%)	\$	5,753.10
Grant Expenditure Amount	\$	63,284.09
WYDOT Indirect Cost Allocation Plan (11%)	\$	6,961.25
Total	\$	70,245.34

B. NOTES.

- (i) The Sub-Recipient shall submit all requests for reimbursement to the WYDOT no later than October 15, 2024.
- (ii) Any cost modification of the budget must be approved by the WYDOT.
- (iii) The Sub-Recipient shall have the following documentation supporting expenditures when requesting reimbursement: Attachment B, Grant Claim for Reimbursement; Attachment C, Balance Report, which is attached to and incorporated into this Agreement by this reference; Agency Generated Expense Report(s); Attachment E, Event Activity Report (HS-7); and Attachment D, Officer Activity Report (HS-6).
- (iv) When submitting the Grant Claim for Reimbursement Request to the HSO Project Site, ensure the file name includes the following information: Agency Name, Month, Focus of Enforcement (e.g., any agency January DUI).

- (v) The WYDOT will process reimbursement upon review and approval of documentation submitted with Attachment B, Grant Claim for Reimbursement.
- (vi) If clarification, additional documentation, updates, or changes to support documentation is needed for any submitted or future expenses, the WYDOT will notify the Sub-Recipient in writing of the request and provide an expected response date or implementation date.
- (vii) The Sub-Recipient shall notify the WYDOT immediately if they are unable to spend the budgeted amount, for any reason, to discuss alternate plans.
- (viii) In accordance with 23 CFR Part 1300.13, the Sub-Recipient, as a representative of its political subdivision, requests the benefit of the WYDOT's coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The WYDOT will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing below, the Project Director signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

10. **Travel/Training Requirements.** Travel and training by funding awarded under this Agreement is not authorized.

11. **Equipment.** The purchase of equipment by funding awarded under this Agreement is not authorized.

12. **Project Evaluation/Reporting.**

A. **Monthly Report.** Attachment D, Officer Activity Report (HS6) and Attachment E, Event Activity Report (HS7) shall serve as the Monthly Report for all expenditures. The Sub-Recipient must submit a fully completed Attachment B, Grant Claim for Reimbursement indicating zero (0) expenditures or post a message on the HSO Project Site indicating no expenditures for that month by the 15th of the following month.

B. **Annual Report.** The WYDOT shall provide the Sub-Recipient an Annual Report summarizing all fiscal year project activities. The Sub-Recipient will be required, to sign the report acknowledging its accuracy. The Sub-Recipient may comment on project successes or challenges.

13. **Seat Belt Policy.** The Sub-Recipient shall adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. For information and resources on traffic safety programs and

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policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org.

14. **Special Provisions.**

- A. Assumption of Risk.** The Sub-Recipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Sub-Recipient's failure to comply with state or federal requirements. The WYDOT shall notify the Sub-Recipient of any state or federal determination of noncompliance.
- B. Environmental Policy Acts.** The Sub-Recipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** The Sub-Recipient certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Sub-Recipient breaches or violates this warranty, the WYDOT may, at its discretion, terminate this Agreement without liability to the WYDOT, 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 Agreement, the Sub-Recipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sub-Recipient or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, cooperative agreement, or loan.

- F. Monitoring Activities.** The WYDOT shall have the right to monitor all activities related to this Agreement that are performed by the Sub-Recipient or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Sub-Recipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Suspension and Debarment.** By signing this Agreement, the Sub-Recipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Sub-Recipient agrees to notify the WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- J. Administration of Federal Funds.** The Sub-Recipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the WYDOT.
- K. Federal Audit Requirements.** The Sub-Recipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Sub-recipient 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 Agreement, the Sub-Recipient shall provide one (1) copy of the audit report to the WYDOT and require the release of the audit

report by its auditor be held until adjusting entries are disclosed and made to the WYDOT's records.

- L. Non-Supplanting Certification.** The Sub-Recipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Sub-Recipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Program Income.** The Sub-Recipient shall not deposit grant funds in an interest bearing account without prior approval of the WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to the WYDOT.
- N. Federal Certifications and Assurances.** The Sub-Recipient shall comply with all the requirements set in Attachment A, Federal Certification and Assurances, which is attached to and incorporated into this Agreement by this reference.

15. General Provisions.

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Sub-Recipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the WYDOT.
- D. Audit and Access to Records.** The WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall immediately, upon receiving written instruction from the WYDOT, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Sub-Recipient which are pertinent to this Agreement. The Sub-Recipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the WYDOT.

- E. Availability of Funds.** Each payment obligation of the WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the WYDOT at the end of the period for which the funds are available. The WYDOT shall notify the Sub-Recipient 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 WYDOT in the event this provision is exercised, and the WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The WYDOT may award supplemental or successor contracts for work related to this Agreement or may award contracts to other Sub-Recipients for work related to this Agreement. The Sub-Recipient shall cooperate fully with other Sub-recipients and the WYDOT in all such cases.
- G. Compliance with Laws.** The Sub-Recipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages; Attachment A, Federal Certifications and Assurances, consisting of twenty (20) pages, Attachment B, Grant Claim for Reimbursement, consisting of one (1) page, Attachment C, Balance Report consisting of one (1) page, Attachment D, Officer Activity Report (HS-6), consisting of one (1) page, and Attachment E, Event Activity Report (HS-7), consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- I. Ethics.** The Sub-Recipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Sub-Recipient's profession.
- J. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- K. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- L. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- M. Independent Contractor.** The Sub-Recipient shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Sub-Recipient shall be free from control or direction over the details of the performance of services under this Agreement. The Sub-Recipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Sub-Recipient in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Sub-Recipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or the WYDOT. The Sub-Recipient 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 Sub-Recipient or the Sub-Recipient's agents or employees as a result of this Agreement.
- N. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- O. Ownership and Return of Documents and Information.** The WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Sub-Recipient in the performance of this Agreement. Upon termination of services, for any reason, the Sub-Recipient agrees to return all such original and derivative information and documents to the WYDOT 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.
- P. Prior Approval.** This 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 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).

- Q. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and the WYDOT expressly reserve sovereign immunity by entering into this Agreement and the Sub-Recipient 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 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.
- S. Taxes.** The Sub-Recipient 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.
- T. Termination of Agreement.** This Agreement may be terminated, without cause, by the WYDOT upon thirty (30) days written notice. This Agreement may be terminated by the WYDOT immediately for cause if the Sub-Recipient fails to perform in accordance with the terms of this Agreement.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- X. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- Y. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Sub-Recipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WYDOT.
- Z. Insurance Requirements.** The Sub-Recipient is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to the WYDOT.


THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

16. Signatures. The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The Effective Date of this Agreement is the date of the signature last affixed to this page.

SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Keith McPheeters TITLE: Chief of Police PHONE: 307-235-8225 EMAIL: kmcpheeters@casperwy.gov SIGNATURE: DATE:	SUB-RECIPIENT: AUTHORIZING OFFICIAL NAME: Ray Pacheco TITLE: Mayor PHONE: 307-235-8224 EMAIL: rpacheco@casperwy.gov SIGNATURE: DATE:
SUB-RECIPIENT: PROJECT DIRECTOR NAME: Jeff Broneck TITLE: Traffic Sergeant PHONE: 307-235-8225 EMAIL: jbroneck@casperwy.gov SIGNATURE: : DATE:	
SUB-RECIPIENT: CITY CLERK - <u>ATTESTATION</u> NAME: Fleur Tremel TITLE: City Clerk PHONE: 307-235-8258 EMAIL: ftremel@casperwy.gov SIGNATURE: DATE:	
WYDOT - HIGHWAY SAFETY PROGRAM APPROVAL SIGNATURE: DATE:	
WYDOT APPROVAL SIGNATURE: DATE:	

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM


233374
October 2, 2023
AB617C852CFA499...

Tyler M. Renner, Supervising Attorney General
Date

ATTACHMENT A

It is hereby understood that the Agreement, when approved and signed by all concerned parties, shall constitute an agreement by the Sub-Recipient to perform in accordance with the terms of this attachment, taken as a whole. The Agreement is based on the WYDOT procedures and Federal guidelines found in 2 CFR 200.

1. **Non Discrimination**. The Sub-Recipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:
 - A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
 - B. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - C. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
 - D. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - F. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
 - G. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
 - H. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
 - I. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- J. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, Sub-Recipients and contractors, whether such programs or activities are Federally-funded or not);
- K. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- L. Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- M. *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- N. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal government);
- O. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

2. **General Assurances.** In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Sub-Recipient receives Federal financial assistance from DOT, including NHTSA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination

requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Sub-Recipient, so long as any portion of the program is Federally assisted.

3. Specific Assurances. More specifically, and without limiting the above general Assurance, the Sub-Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Sub-Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Sub-Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Sub-Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Sub-Recipient will insert the clauses of Appendix A and E of this Assurance (also referred to as USDOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.

D. The Sub-Recipient will insert the clauses of Appendix B of USDOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sub-Recipient.

E. That where the Sub-Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Sub-Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

- G.** That the Sub-Recipient will include the clauses set forth in Appendix C and Appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
- (i)** for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - (ii)** for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- H.** That this Assurance obligates the Sub-Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-Recipient, or any transferee for the longer of the following periods:
- (i)** the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (ii)** the period during which the Sub-Recipient retains ownership or possession of the property.
- I.** The Sub-Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- J.** The Sub-Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Sub-Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-Recipient also recognizes that the Sub-Recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-Recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under WYDOT's Highway Safety Grant Program. This ASSURANCE is binding on the WYDOT, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors' transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing the Agreement is/are authorized to sign this ASSURANCE on behalf of WYDOT.

- 4. The Drug-Free Workplace Act of 1988.** The Sub-Recipient will provide a drug-free workplace by:
- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 - B.** Establishing a drug-free awareness program to inform employees about:
 - (i)** The dangers of drug abuse in the workplace;
 - (ii)** The Sub-Recipients policy of maintaining a drug-free workplace;
 - (iii)** Any available drug counseling, rehabilitation, and employee assistance programs;
 - (iv)** The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - (v)** Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - C.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (i)** Abide by the terms of the statement;
 - (ii)** Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - D.** Notifying the WYDOT within ten (10) days after receiving notice under subparagraph (C)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - E.** Taking one (1) of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(ii), with respect to any employee who is so convicted—

- (i) Taking appropriate personnel action against such an employee, up to and including termination;
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs in this section.
- 5. **Political Activities (Hatch Act)**. The Sub-Recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 6. **Certification Regarding Federal Lobbying**. The Sub-Recipient certifies, to the best of its knowledge and belief, that:
 - A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - C. The Sub-Recipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

7. **Restriction on State Lobbying.** None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., “grassroots” lobbying activities, with one exception.
8. **Certification Regarding Debarment and Suspension.**
- A. By executing this Agreement, the Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of the Sub-Recipient to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sub-Recipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the WYDOT’s determination whether to enter into this transaction. However, failure of the primary Sub-Recipient to furnish a certification or an explanation shall disqualify the Sub-Recipient from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the WYDOT determined to enter into this transaction. If it is later determined that the Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available, to the Federal Government or the WYDOT may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The Sub-Recipient shall provide immediate written notice to the WYDOT to which this proposal is submitted if at any time the Sub-Recipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.
- F. The Sub-Recipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,”

provided by the WYDOT without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- H. The Sub-Recipient in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under section 6 Certification Regarding Federal Lobbying of these assurances, if a Sub-Recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the WYDOT may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

**9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions.**

- A. The Sub-Recipient certifies to the best of its knowledge and belief, that its principals:
 - (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (ii) Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in subsection (B) of this certification; and
- (iv) Have not within a three (3)-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Sub-Recipient is unable to certify to any of the Statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.

10. Instructions for Lower Tier Certification.

- A. By signing this Agreement the lower tier Sub-Recipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the WYDOT with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The lower tier Sub-Recipient shall provide immediate written notice to the WYDOT, the persons to which this agreement is signed, if at any time the lower tier Sub-Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered *transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the WYDOT for assistance in obtaining a copy of those regulations.
- E. The lower tier Sub-Recipient shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The lower tier Sub-Recipient will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

- G.** A Sub-Recipient in a covered transaction may rely upon a certification of a Sub-Recipient in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Sub-Recipient may decide the method and frequency by which it determines the eligibility of its principals. Each Sub-Recipient may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Sub-Recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I.** Except for transactions authorized under subsection E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.
- 11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions.**
- A.** The lower tier Sub-Recipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B.** Where the lower tier Sub-Recipient is unable to certify to any of the statements in this certification, such Sub-Recipient shall attach an explanation to this proposal.
- 12. Buy American Act.** The Sub-Recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the WYDOT must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

13. Certification on Conflict of Interest. General Requirements.

- A.** No employee, officer or agent of the WYDOT or its Sub-Recipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any sub-award, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such sub-award. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a sub-award. Based on this policy:
- (i)** The Sub-Recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - (ii)** The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
- B.** The Sub-Recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

14. Disclosure Requirements. The WYDOT nor its Sub-Recipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- A.** The Sub-Recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Sub-Recipient has taken or proposes to take to avoid or mitigate such conflict.
- B.** NHTSA will review the disclosure and may require additional relevant information from the Sub-Recipient. If a conflict of interest is found to exist, NHTSA may
- (i)** terminate the award, or
 - (ii)** determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- C.** Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an

organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one (1) year of the date of award. Key personnel shall include any person owning more than a twenty percent (20%) interest in a Sub-Recipient, and the officers, employees or agents of a Sub-Recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

15. **Prohibition on Using Grant Funds to Check for Helmet Usage.** The WYDOT and the Sub-Recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
16. **Policy on Banning Text Messaging While Driving.** In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and USDOT Order 3902.10, Text Messaging While Driving. The WYDOT encourages Subrecipients to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. The WYDOT also encourages Sub-Subrecipients to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
17. **Records Retention.** Sub-Recipient must maintain financial records, supporting documents, statistical records, and all other records pertinent to the Federal award for a period of three (3) years from the date of submission of the Annual Report. If any litigation, claim, or audit is started before the expiration of the three (3)-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.
18. **Funding.** The Sub-Recipient will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the sub-award agreement. Reimbursement will be made periodically by the WYDOT based on approved requests for reimbursement. If matching funds are required, the Sub-Recipient will expend them from nonfederal sources, which must be spent no later than thirty (30) days following the completion of the project.
19. **Cost Principles and Grant Management.** The eligibility of costs incurred and the management of this project shall be determined in accordance with 2 CFR 200, Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

20. **Obligation of Funds.** Federal funds may not be obligated prior to the Effective Date or subsequent to the termination date of the Budget Period. Requests for reimbursement outstanding at the termination date of the Budget Period must be made within thirty (30) days or those funds may not be paid.
21. **Program Income.** The WYDOT safety programs encourage Sub-Recipients to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the WYDOT and/or Sub-Recipient directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Sub-Recipient with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost WYDOT matching requirements. The Sub-Recipient is responsible for reporting all program income according to federal and state requirements.
22. **Purchases.** Sub-Recipients shall follow such policies and procedures allowed by the WYDOT when procuring property and services under this Federal award.
23. **Third Party Participants.** No contracts or agreements may be entered into by the Sub-Recipient related to this project which are not incorporated into the sub-award agreement and approved in advance by the WYDOT. The Sub-Recipient will retain ultimate control and responsibility for the project. The WYDOT shall be provided with a copy of all contracts and agreements entered into by the Sub-Recipient. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to the WYDOT.
24. **Participation by Disadvantaged Business Enterprises.** The Sub-Recipient agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Sub-Recipients shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
25. **Wyoming Standard Field Sobriety Testing.** All law enforcement officers who are performing impaired driving enforcement activities with funding from the WYDOT must be in compliance with the current Wyoming Standards for Field Sobriety Testing Standards.
26. **System for Award Management (SAM) and Unique Entity Identification (UEI).** The Sub-Recipient is required to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by the WYDOT.

27. **Conflict of Interest.** The Sub-Recipient/Local Public Agency (LPA)/Sponsor must disclose in writing any potential conflict of interest to the WYDOT including financial or other personal interests.
28. **Mandatory Disclosures.** The Sub-Recipient/LPA/Sponsor must disclose, in a timely manner, in writing to the WYDOT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
29. **Procurements by States.** Sub-Recipient must follow the procurement standards in 2 C.F.R. §200.318 through 200.327.
30. **Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.**
 - A. Sub-Recipient must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
 - B. Affirmative steps must include:
 - (i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
 - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (vi) Requiring the Sub-Recipient, if subcontracts are to be let, to take the affirmative steps listed in paragraphs subsections (i) through (v) of this section.
31. **Domestic preferences for procurements.**

- A. As appropriate and to the extent consistent with law, the Sub-Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub awards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - (i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

32. Monitoring and reporting program performance.

- A. **Monitoring by the non-Federal entity.** The WYDOT is responsible for oversight of the operations of the Federal award supported activities. The WYDOT must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the WYDOT must cover each program, function or activity. See 2 C.F.R. §200.332.
- B. **Reporting program performance.** The WYDOT must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Sub-Recipient must relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, the Sub-Recipient must provide cost information to demonstrate cost effective practices (e.g., through unit cost data). In some instances (e.g., discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with the WYDOT’s policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal award has a standard against which the WYDOT’s performance can be measured.
- C. **Non-construction performance reports.** The WYDOT must use standard, government wide OMB-approved data elements for collection of performance

information including performance progress reports, Research Performance Progress Reports.

- (i) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the WYDOT's information collection request:
 - (a) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the NHTSA program, NHTSA should include this as a performance reporting requirement.
 - (b) The reasons why established goals were not met, if appropriate.
 - (c) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

D. Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Sub-Recipient must inform the NHTSA or the WYDOT as soon as the following types of conditions become known:

- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

F. Site visits. NHTSA may make site visits as warranted by program needs.

G. Performance report requirement waiver. NHTSA may waive any performance report required by this part if not needed.

33. Requirements for pass-through entities.

A. All pass-through entities (PTE) must:

- (i) Ensure that every sub-award is clearly identified to the Sub-Recipient as a sub-award and includes the following information at the time of the sub-award and if any of these data elements change, include the changes in subsequent sub-award modification. When some of this information is not available, the WYDOT must provide the best information available to describe the Federal award and sub-award. Required information includes:
- (a) Federal award identification.
- (1) Sub-Recipient name (which must match the name associated with its unique entity identifier);
 - (2) Sub-Recipient's unique entity identifier (UEI);
 - (3) Federal Award Identification Number (FAIN);
 - (4) Federal Award Date (see the definition of Federal award date in §200.1 of this part) of the award to the WYDOT by NHTSA;
 - (5) Sub-award Period of Performance Start and End Date;
 - (6) Sub-award Budget Period Start and End Date;
 - (7) Amount of Federal Funds Obligated by this action by the WYDOT to the Sub-Recipient;
 - (8) Total Amount of Federal Funds Obligated to the Sub-Recipient by the WYDOT including the current financial obligation;
 - (9) Total Amount of the Federal Award committed to the Sub-Recipient by the WYDOT;
 - (10) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (11) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the WYDOT;
 - (12) Assistance Listings number and Title; the WYDOT must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;

- (13) Identification of whether the award is R&D; and
 - (14) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
- B. All requirements imposed by the WYDOT on the Sub-Recipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
- C. Any additional requirements that the WYDOT imposes on the Sub-Recipient in order for the WYDOT to meet its own responsibility to NHTSA including identification of any required financial and performance reports;
- D. Approve a federally recognized indirect cost rate, possibly negotiated between the Sub-Recipient and NHTSA. If no approved rate exists, the WYDOT must determine the appropriate rate in collaboration with the Sub-Recipient, which is either:
 - (i) The negotiated indirect cost rate between the WYDOT and the Sub-Recipient; which can be based on a prior negotiated rate between a different PTE and the same Sub-Recipient. If basing the rate on a previously negotiated rate, the WYDOT is not required to collect information justifying this rate, but may elect to do so;
 - (ii) The de minimis indirect cost rate.
 - (a) The WYDOT must not require use of a de minimis indirect cost rate if the Sub-Recipient has a federally approved rate. Sub-Recipients can elect to use the cost allocation method to account for indirect costs in accordance with 2 C.F.R. §200.405(d).
- E. Appropriate terms and conditions concerning closeout of the sub-award.
 - (i) Evaluate each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the sub award for purposes of determining the appropriate Sub-Recipient monitoring described in the subsections (D) and (E) of this section, which may include consideration of such factors as:
 - (ii) The Sub-Recipient's prior experience with the same or similar sub-awards;
 - (iii) The results of previous audits including whether or not the Sub-Recipient receives a Single Audit in accordance with 2 CFR Part 200 Subpart F, and the extent to which the same or similar sub award has been audited as a major program;

- (iv) Whether the Sub-Recipient has new personnel or new or substantially changed systems; and
 - (v) The extent and results of NHTSA's monitoring (e.g., if the Sub-Recipient also receives Federal awards directly from a Federal awarding agency).
- F. Consider imposing specific sub-award conditions upon a Sub-Recipient if appropriate as described in 2 C.F.R. §200.208.
- G. Monitor the activities of the Sub-Recipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved. The WYDOT's monitoring of the Sub-Recipient must include:
 - (i) Reviewing financial and performance reports required by the WYDOT.
 - (ii) Following-up and ensuring that the Sub-Recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-Recipient from the WYDOT detected through audits, on-site reviews, and written confirmation from the Sub-Recipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular sub-award.
 - (iii) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the Sub-Recipient from the WYDOT as required by §200.521.
 - (iv) The WYDOT is responsible for resolving audit findings specifically related to the sub award and not responsible for resolving crosscutting findings. If a Sub-Recipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the WYDOT may rely on the Sub-Recipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section 2 C.F.R. §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the WYDOT to issue sub-awards that conform to the WYDOT and award-specific requirements, to manage risk through ongoing sub-award monitoring, and to monitor the status of the findings that are specifically related to the sub-award.
- H. Depending upon the WYDOT's assessment of risk posed by the Sub-Recipient (as described in subsection (B) of this section), the following monitoring tools may be useful for the WYDOT to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- (i) Providing Sub-Recipients with training and technical assistance on program-related matters; and
 - (ii) Performing on-site reviews of the Sub-Recipient's program operations;
 - (iii) Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. §200.425.
- I. Verify that every Sub-Recipient is audited as required by 2 CFR Part 200 Subpart F when it is expected that the Sub-Recipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- J. Consider whether the results of the Sub-Recipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the WYDOT's own records.
- K. Consider taking enforcement action against noncompliant Sub-Recipients as described in 2 C.F.R. §200.339 and in program regulations.

Grant Claim for Reimbursement

HIGHWAY SAFETY BEHAVIORAL GRANTS PROGRAM
 WYOMING DEPARTMENT OF TRANSPORTATION
 5300 BISHOP BOULEVARD
 CHEYENNE, WYOMING 82009-3340

NAME & ADDRESS OF CLAIMANT		Highway Safety Use Only	
Casper Police Department 201 North David Street Casper, WY 82601-1830		ACCT: 5662601	
		DEPT: 8302	
		PROGRAM: 1820	
		PROJECT: HS40224	
		ACTIVITY: WHVA	
		SRC TYPE: GTAID	
		SIGNATURE:	
		DATE:	
Date		AGREEMENT NAME:	
<input type="checkbox"/> Final Claim		Impaired Driving High Visibility Overtime Enforcement	

Budget Category	Amount
Impaired Driving Reimbursement	\$ -
Indirect Charge (10%)	\$ -
TOTAL	\$ -

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the subaward agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

 HIGHWAY SAFETY OFFICE

 DATE:

 Authorized Agency Official

 Date

NOTE: Supporting documentation for all expenditures above must be attached.

Attachment B to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project AL-2024-BI-AL-01, Sub-Award Title Impaired Driving High Visibility Enforcement Overtime

Balance Report

Wyoming Department of Transportation
5300 Bishop Blvd
Cheyenne, WY 82009-3340

Work Performed in Accordance With
 Fiscal Year 2024 Wyoming Highway Safety Plan

Claim Made By:	Casper Police Department	Impaired Driving High Visibility Overtime Enforcement	AL-2024-BI-AL-01
	Department/Agency	Project/Grant Title	GTS Project Number

Project: HS40224 **Activity:** WHVA

Date of Claim	Amount Claimed for Reimbursement	Total Reimbursements To Date	Grant Max Expenditure Amount	Remaining Balance	Approved for Payment (WYDOT Use Only)
October		\$ -	\$ 63,284.09	\$ 63,284.09	
November		\$ -			\$
December		\$ -			Net Amount Claimed
January		\$ -			
February		\$ -			\$
March		\$ -			Difference
April		\$ -			
May		\$ -			\$
June		\$ -			Approved Amount
July		\$ -			
August		\$ -			
September		\$ -			
TOTALS	\$ -	\$ -	\$ 63,284.09	\$ 63,284.09	Approved by & Date

Attachment C to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project AL-2024-BI-AL-01, Sub-Award Title Impaired Driving High Visibility Enforcement Overtime

**Highway Safety Office
Officer Overtime Activity Report (HS-6)
Impaired Driving High Visibility Overtime Grant**

Agency: _____	Date: _____
Event Focus: <u>Impaired Driving</u>	Name of Event: _____
Officer Name: _____	Badge #: _____
Start Time: _____	End Time: _____
Beginning Mileage: _____	Ending Mileage: _____
	Total Hours: _____
	Total Mileage: _____

TOTAL # of TRAFFIC STOPS _____

CITATION/ARRESTS

DWUI _____

Seat Belt Citations _____

Child Restraint Citations _____

Speed Citations _____

Distracted Driving Citations _____

Moving Violation Citations _____

Other Citation/Arrests _____

WARNINGS

Seat Belt Warnings _____

Child Restraint Warnings _____

Speed Warnings _____

Distracted Driving Warnings _____

Moving Violation Warnings _____

Other Warnings _____

Notes/Comments

NOTE: Activity must clearly indicate that Impaired Driving is the focus of the overtime through one of the following methods.

- (i) Enforcement of impaired driving as evidenced by a impaired driving arrest.
- (ii) If no impaired driving arrests are made, a comment is required in the Notes Section as to why.
- (iii) Lack of activity or documentation may increase possibility of additional documentation requirements.

Signature

Date

Updated: Dec 2021

Attachment D to the Highway Safety Program Sub-Award Agreement between the Wyoming Department of Transportation Highway Safety Program and Casper Police Department, HSP Project AL-2024-BI-AL-01, Sub-Award Title Impaired Driving High Visibility Enforcement Overtime

Highway Safety Office
****Event Summary Report (HS-7)****
Impaired Driving High Visibility Overtime Grant

Agency: _____ Date: _____
Event Focus: Impaired Driving Name of Event: _____
Total # Officers: _____ Total Hours: _____
Total Mileage: _____

TOTAL # of TRAFFIC STOPS

TOTAL CITATION/ARRESTS

TOTAL WARNINGS

DWUI _____
Seat Belt Citations _____
Child Restraint Citations _____
Speed Citations _____
Distracted Driving Citations _____
Moving Violation Citations _____
Other Citation/Arrests _____

Seat Belt Warnings _____
Child Restraint Warnings _____
Speed Warnings _____
Distracted Driving Warnings _____
Moving Violation Warnings _____
Other Warnings _____

Notes/Comments

NOTE: Each HS6 must clearly indicate that Impaired Driving is the focus of the overtime through one of the following methods.

- (i) Enforcement of impaired driving as evidenced by a impaired driving arrest.
- (ii) If no impaired driving arrests are made, a comment is required in the Notes Section as to why.
- (iii) Lack of activity or documentation may increase possibility of additional documentation requirements.

Signature

Date

Updated: Dec 2021

RESOLUTION NO. 23-237

A RESOLUTION APPROVING THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM GRANT FFY2024 SUB-AWARD AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROGRAM AND THE CASPER POLICE DEPARTMENT FOR THE ENFORCEMENT AND REDUCTION OF IMPAIRED DRIVING.

WHEREAS, the City of Casper has been awarded funds in the amount of Fifty-Seven Thousand Five Hundred Thirty Dollars and 99/100 (\$57,530.99) to be used to support the reduction of impaired driving related to alcohol impairment; and

WHEREAS, the above referenced Agreement between the Wyoming Department of Transportation and the City of Casper must be executed to receive the grant funds; and

WHEREAS, the City of Casper desires to accept the funds from the Wyoming Department of Transportation; and,

WHEREAS, the Casper Police Department will use the awarded grant funds to deter and change unlawful traffic behaviors related to impaired driving due to alcohol consumption.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WY: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Sub-Award Agreement with Wyoming Department of Transportation Highway Safety Program and the City of Casper for the enforcement and reduction of impaired driving.

BE IT FURTHER RESOLVED: That the Mayor and/or his/her designee is hereby authorized to execute all documents pertaining to the above-described grant award agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 12, 2023

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

FROM: Eric K. Nelson, City Attorney *EKN*
Wallace Trembath, Deputy City Attorney *W.T.*
Liz Becher, Community Development Director *LB*
Craig Collins, City Planner *CC*

SUBJECT: A Resolution Rescinding and Replacing Resolution 23-40 Approving a Real Estate Trade Agreement Between West Center Hospitality RE LLC, D Center, LLC, DCAP, LLC, and the City of Casper, Wyoming.

Meeting Type & Date:

Regular Council Meeting
October 17, 2023

Action type:

Resolution

Recommendation:

That City Council adopt a resolution Rescinding and Replacing Resolution 23-40 Approving a Real Estate Trade Agreement Between West Center Hospitality RE LLC, D Center, LLC, DCAP, LLC, and the City of Casper, Wyoming.

Summary:

The City of Casper, West Center Hospitality RE, LLC, D Center, LLC, and D Cap, LLC (“the parties”) are owners of various parcels of property located in the proximity of 123 West “E” Street, Casper, Wyoming. The parties have agreed to a property trade involving multiple parcels, easements, and in-kind services more specifically delineated in the Real Estate Trade Agreement.

On March 21, 2023, the City Council conducted the public hearing concerning the Real Estate Trade Agreement and the governing body approved Resolution 23-40, authorizing a Real Estate Trade Agreement between the parties. Since that time, Goldwater 2 Addition to the City of Casper, has been replated and the Real Estate Trade Agreement and exhibits incorporated therein, need updated to reflect the correct parcels of land which are now located in the Pasadena Addition of the City of Casper.

Staff is requesting City Council to adopt a resolution which authorizes staff to finalize the Real Estate Trade Agreement which has been updated with the correct references that reflect the original intent and spirit of the Agreement Council approved in March of 2023.

Financial Considerations:

Please see the attached Agreement.

Oversight/Project Responsibility

Wallace Trembath, Deputy City Attorney

Craig Collins, City Planner

Attachments

Resolution

Real Estate Trade Agreement and Exhibits

REAL ESTATE TRADE AGREEMENT

This Real Estate Land Trade Agreement (this “Agreement”) is made and entered into as of _____, by and between West Center Hospitality RE LLC, a Wyoming limited liability company, 1416 El Centro Street, Suite 200, South Pasadena, California 91030 (referred to as “West Center Hospitality”); and D Cap, LLC, a Wyoming limited liability company, 8762 Preston Trace Boulevard, Frisco, Texas 75033 (referred to as “D Cap”); and D Center, LLC, a Wyoming limited liability company, 8762 Preston Trace Boulevard, Frisco, Texas 75033 (referred to as “D Center”); and the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601 (referred to as the “City”); West Center Hospitality, D Cap, D Center and the City separately called a “Party” and collectively called the “Parties.”

RECITALS

Whereas, West Center Hospitality, D Cap, D Center and the City are the respective owners of real property more particularly described in Article I below; and,

Whereas, the Parties desire to trade their respective real properties described in Article I with each other pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth, it is agreed by and between the Parties as hereinafter set forth.

ARTICLE I: DESCRIPTION OF PROPERTY INVOLVED

A. PARCEL #1

West Center Hospitality is the owner of the real property set forth and described in Exhibit A, attached hereto, which has an appraised value of Three Hundred Twenty Thousand and no/100ths Dollars (\$320,000).

B. PARCEL #2

West Center Hospitality is the owner of the real property set forth and described in Exhibit B-1 and Exhibit B-2, attached hereto, which has an estimated value, as a proposed public access easement, of Ninety Thousand and no/100ths Dollars (\$90,000).

C. PARCEL #3

The City is the owner of the real property described as Lots 4-8, Block 2, Liberty Addition to the City of Casper, depicted on the Liberty Addition Plat, attached hereto as Exhibit C, which has an appraised value of Two Hundred Ten Thousand and no/100ths Dollars (\$210,000).

D. PARCEL #4

The City is the owner of the real property described as Lot 1, Block 2, Goldwater Addition No. 2 to the City of Casper, and the east ½ of vacated North David Street, which adjoins said Lot 1, as shown on Exhibits H-1 and H-2 attached hereto.

E. PARCEL #5

D Center is the owner of the real property described as Lot 9, Block 2, Liberty Addition to the City of Casper.

F. PARCEL #6

D Cap is the owner of the real property described as Lot 6, Pasadena Addition to the City of Casper, depicted on Exhibit H-3 and Exhibit H-4 attached hereto (the “D Cap Lots”).

ARTICLE II: TRADE TERMS/EASEMENT WEST CENTER HOSPITALITY AND THE CITY

It is the intent of the Parties for West Center Hospitality to trade ownership of Parcel #1 and grant a public access easement over Parcel #2 for access to Parcel #1 in exchange for the City’s property, designated as Parcel #3. The public access easement over Parcel #2 in favor of Parcel #1 shall be in the form of Exhibit E attached hereto. In that the City’s property is worth less than the combined value of Parcels #1 and #2, the City will equalize the transaction by providing in-kind services in the form of the cost of engineering, materials and labor for paving and resurfacing of areas to be determined by the parties in

amount not to exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000). The cost per square foot of paving is agreed upon between the parties to be equal to a value of \$7.00 per square foot, thus the area to be paved shall be 28,571 square feet.

A. PURCHASE PRICE AND CLOSING COSTS

West Center Hospitality's parcels (Parcel #1 and Parcel #2) have a combined appraised value of Four Hundred Ten Thousand and no/100ths Dollars (\$410,000), and the City's property, Parcel #3, has an appraised value of Two Hundred Ten and no/100ths Dollars (\$210,000).

As a result, the West Center Hospitality properties (Parcels #1 and #2) have an appraised value of Two Hundred Thousand and no/100ths Dollars (\$200,000) greater than the appraised value of the City Property (Parcel #3). In order to equalize the values of these properties as they are traded between the Parties, the City agrees to pave/resurface the area as described above and will be completed by the City within nine (9) months of the date of closing and exchange of deeds.

West Center Hospitality agrees to pay and be solely responsible for the Title Insurance premium attributable to Parcel #3 and for the payment of the recording fees for the warranty deeds from the City.

The City agrees to pay and be solely responsible for the Title Insurance premiums attributable to Parcel #1 and Parcel #2, and for the recording fees for the warranty deed for Parcel #1 from West Center Hospitality to the City and for the recording fees for the easement on Parcel #2 from West Center Hospitality to the City.

The Parties agree to equally split the costs of any closing agent's fee between them.

The Parties agree to equally split between them the land survey costs incurred by all parties for this transaction and the legal publication costs incurred by the City in complying with the public hearing requirements of state law.

Each Party agrees to pay for the costs of recording all instruments as may be necessary to clear the title to each Party's respective real property being conveyed under this Agreement.

B. WARRANTY DEEDS AND EASEMENTS

The Parties agree to convey, by warranty deeds, and/or legal easement, all of their right, title, and interest in their respective real properties described in Article I above to the respective grantees thereof at closing, free and clear of all liens and encumbrances, except easements, encumbrances and restrictive covenants of record.

C. TAXES AND INSURANCE

Each Party hereby agrees to pay all of the 2022 and prior general real estate and personal property taxes levied against each Party’s respective real property described in Article I above, and any special assessments levied against said real property prior to the closing of Agreement.

The general real estate taxes levied against the real property described and set forth in Article I shall be prorated between the respective grantor and grantee thereof in the year of closing., and if the amount of such taxes is not ascertainable by the date of closing, the proration shall be based upon the tax levied for the 2022 tax year.

D. POSSESSION AND CLOSING

Each Party shall have possession of the real property being conveyed to as described and set forth in Article I at the date and time of closing of this Agreement.

The Parties agree and understand that risk of loss of each Party’s real property described in Article I above shall pass to the grantee thereof at closing.

The Parties agree that this Agreement shall be closed a minimum of thirty (30) days after the Casper City Council approves/executes this contract, **on the _____ day of _____, 2023, at _____ o’clock _____** at the office of American Title Agency, 315 West 1st Street, Casper, Wyoming 82601, or such other place or time as agreed to in writing between the Parties.

E. TITLE INSURANCE

1. Each Party agrees to furnish to the grantee of each of said Party’s real property, at each Party’s respective expense, a current commitment for an Owner’s title insurance policy through the American Title Agency, 315 West 1st Street, Casper, Wyoming 82601,

in an amount equal to the appraised values for each Party's real property as described and set forth in Article I above, showing title in each Party to their respective real property that they are trading to another Party; provided, however, the title insurance on Parcels #4, #5 and #6 shall be in the amount of Fourteen Thousand Dollars and Zero Cents (\$14,000) each. The Parties shall split the cost of title insurance for Parcels #4, #5 and Parcel #6. Each Party agrees to deliver their respective title insurance commitments to the respective grantee thereof **no later than October 20, 2023**, and to further deliver the title insurance policies thereof to each other without unreasonable delay after closing.

2. The Parties shall have ten (10) days after receipt of the title commitment to identify, in writing, any objectionable title conditions for the respective properties they are receiving. The owner/transferor shall have the right, but not the obligation, to cure such title conditions up to the date of closing. If the owner/transferor elects not to cure such conditions, or if the conditions cannot be or are not cured by the time of closing, then the party who raised the title objection (the "transferee") shall have the option of closing and accepting title with such conditions, or they may terminate this Agreement, in which case this Agreement shall be null and void. If the transferee elects to close the sale notwithstanding the objection to title, the transferee shall accept title as described in the title commitment and the deed conveying the property shall reflect the title actually conveyed.

F. RISK OF LOSS

Risk of loss shall remain with each Party until such Party delivers their respective warranty deed(s) to the respective grantee thereof at closing, at which time the risk of loss of the real property being traded under this Agreement shall pass to Party taking title thereof.

In the event any of the real property shall be damaged by fire or other casualty prior to closing in an amount of not more than 10% of the total purchase price, the Party owning said real property shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired in such time or if such damage shall exceed such sum, this Agreement shall be voidable at the option of any other Party. In the event the Parties elect to carry out this Agreement despite such damage, the

Party taking title to such damaged property shall be entitled to any and all insurance proceeds related to such damage.

Title to the respective tracts of real property being traded under this Agreement shall be acceptable to the grantee thereof. If title is not acceptable to the grantee and written notice of such defects in title is given by the proposed grantee thereof to the respective grantor within the time herein provided for delivery of deed and shall not be rendered acceptable within 30 days after such written notice, then, if the Parties are unable to resolve the objections, this Agreement, at the option of the grantee giving such notice, may be declared void and of no effect, and each Party hereto shall be released from all obligations hereunder and any payments made hereunder shall be returned to the paying Party. **PROVIDED, HOWEVER,** that in lieu of correcting such defects, the grantor may, at its sole cost and expense, within said 30 days, obtain a commitment for an Owner's title insurance policy reflecting title insurance protection in regard to any such defect(s), and the grantee giving notice of any such defect may elect to accept the then existing title insurance, in which case such grantee shall be deemed to have waived such defect.

ARTICLE III: EASEMENTS- D CENTER, D CAP. AND THE CITY

D Center shall grant to the City a ten (10) foot easement along West D Street frontage of Lot 9, Block 2, Liberty Addition to the City and the City shall use such easement area to widen the street and install a public sidewalk. The City shall be responsible for the cost to install and maintain the street and sidewalk on the easement area.

The City shall grant an easement to permit D Cap to use the area described and shown in Exhibits H-1 and H-2 for either a drive lane or parking or both, including the right to improve the area for parking or driving, in connection with operations and activities on the D Cap Lots. The City shall have no responsibility for the cost to install and maintain any such improvements.

D Cap shall grant the City an access easement as described and shown in Exhibits H-3 and H-4 to gain access to Lot 1, of Goldwater Addition No. 2.

The City shall grant to the owner of the D Cap Lots the right to install, maintain and modify storm water management systems on the portion of Lot 1, Goldwater #2 Addition to the City as shown on Exhibit H-2 (the portion that is not cross-hatched).

The above easements shall be in the form of Exhibit I. D Center and D Cap shall have the right to assign their respective rights and interests under the easements as more fully set forth in the form of easement attached hereto as Exhibit I.

ARTICLE IV: WARRANTIES

Each Party hereto hereby states that they have personally inspected the premises and the real property to which this Agreement applies, including all improvements, attachments, and fixtures thereof, and each Party hereby enters into this Agreement solely upon the basis of their respective visual inspection and investigation of said premises. Each Party hereby states that they are not relying upon any representation of warranty made by any other Party or any agent thereof, other than as is set forth in this Agreement. Each Party to this Agreement states that they are accepting the real property, improvements, and fixtures contained thereon "AS IS" from the transferring Party as the grantor thereof.

NONE OF THE PARTIES TO THIS AGREEMENT MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED REGARDING THE CONDITION OF THE REAL PROPERTY BEING TRADED OR ON WHICH AN EASEMENT IS BEING GRANTED EXCEPT AS TO TITLE AS SET FORTH ABOVE.

ARTICLE V: DEFAULT AND REMEDY PROVISIONS

Each Party hereto shall have all rights against the other Parties for any default in the terms or conditions of this Agreement as provided by law, including the right to bring an action for specific performance of this Agreement.

ARTICLE VI: CONTRACT CONTINGENCY

The Parties understand that the City must comply with the requirements of Section 15-1-112(b) of the Wyoming Statutes before the City can trade its real property under this Agreement. Pursuant to this statutory provision, this Agreement and its terms and conditions are all subject to final approval by the Casper City Council following a public hearing, notice of which has to be published at least once each week for three consecutive

weeks. In the event this Agreement is not approved by the Casper City Council following the public hearing, then this Agreement shall be null and void.

ARTICLE VII: GENERAL AGREEMENTS OF THE PARTIES

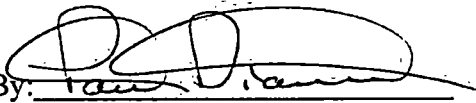
- A. Each individual executing this Agreement for and on behalf of the Parties hereby states that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.
- B. Failure of any Party to exercise any remedy otherwise provided for herein at the time of any default shall not operate as a waiver of such Party's right to exercise any such remedy for the same or any subsequent default.
- C. This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- D. The Parties specifically agree that all prior agreements between them, oral or written, regarding the sale and purchase of the real property described in Article I above are hereby contained, set forth and merged in this Agreement.
- E. This Agreement may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- F. Each Party agrees to produce at closing any and all necessary documentation to enable the closing agent to close this transaction, including, but not limited to properly executed lien or mortgage releases, deeds, and W-9 forms.
- G. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated and set forth above, or at such other address specified in writing by either Party to the other Party by United States First Class, Certified Mail, Return Receipt Requested.
- H. 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.

ARTICLE VIII: INCORPORATION OF EXHIBITS

All Exhibits referred to herein and attached hereto are made part of this Agreement. There is no Exhibit D, Exhibit F or Exhibit G.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WEST CENTER HOSPITALITY RE,
LLC

By: 

As: Paul Diamond - Authorized Signatory.

D CENTER, LLC

D CAP, LLC

By: _____
As: _____

By: _____
As: _____

Approved as to Form:



Wallace Trembath, Deputy City Attorney

Attest:

CITY OF CASPER, WYOMING,
A Municipal Corporation:

Fleur Tremel
City Clerk

By: _____
_____, Mayor

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
by _____, as the _____ of
WEST CENTER HOSPITALITY RE, LLC.

** PLEASE SEE ATTACHED FROM NOTARY PUBLIC*

Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
by _____, as the _____ of
D CENTER, LLC.

Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____,
by _____, as the _____ of
D CAP, LLC.

Notary Public

My commission expires: _____

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)

On OCTOBER 13, 2023 before me, Kathy Y Kim - Notary Public,
(here insert name and title of the officer)

personally appeared Paul Diamond

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathy Y Kim

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of REAL ESTATE TRADE AGREEMENT

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing agreement was acknowledged before me on the _____ day of _____, 2023, by _____, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

My commission expires: _____



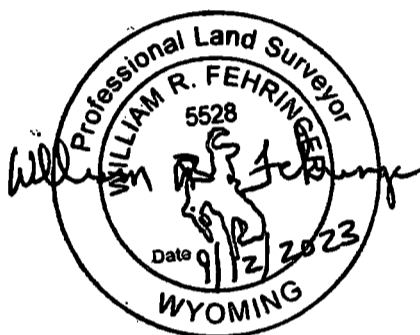
**EXHIBIT A
CITY OF CASPER – LOT 4
Sheet 1 of 2
Legal Description**

A parcel of land consisting of a portion of the Pasadena Addition, to the City of Casper, as recorded on January 19, 2023 as Instrument No. 1135615, situate within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit A, Sheet 2 of 2 attached hereto and by this reference made a part hereof, and being more particularly described as follows:

All of Lot 4, Pasadena Addition to the City of Casper, Wyoming.

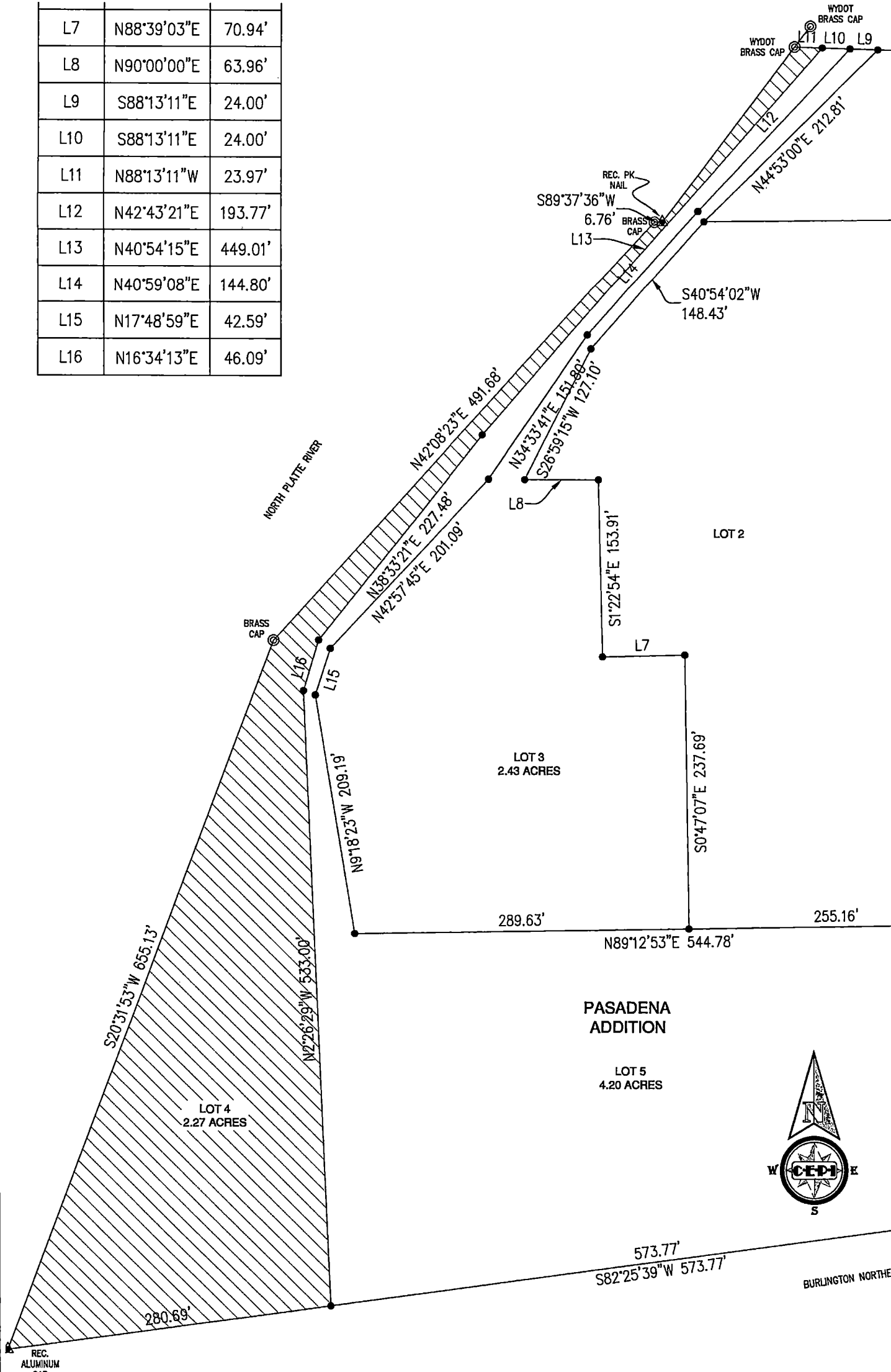
The above described parcel of land contains 2.27 acres, more or less, (98,821.56 S.F.) and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in August, 2022, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

L7	N88°39'03"E	70.94'
L8	N90°00'00"E	63.96'
L9	S88°13'11"E	24.00'
L10	S88°13'11"E	24.00'
L11	N88°13'11"W	23.97'
L12	N42°43'21"E	193.77'
L13	N40°54'15"E	449.01'
L14	N40°59'08"E	144.80'
L15	N17°48'59"E	42.59'
L16	N16°34'13"E	46.09'



Civil Engineering Professionals, Inc.
6080 Enterprise Drive, Casper, WY 82609
Phone 307.266.4346 Fax 307.266.0103
www.cepi-casper.com



SCALE: 1" = 100'

EXHIBIT A
Lot 4, Pasadena Addition
City of Casper, Wyoming
September, 2023
W.O. 22-030
Sheet 2 of 2

M:\Land 2022\Engineering\22-030 Fairfield\Survey Plats\REAL ESTATE EXHIBITS.dwg, 9/12/2023, Bill



**EXHIBIT B-1
CITY OF CASPER
PUBLIC ACCESS & WATER LINE/UTILITY EASEMENT
Portion of Lots 1, 3, 4 & 5
Pasadena Addition
Casper, Wyoming**

A portion of land designated as a public access easement and City of Casper water line/utility easement, being a portion of Lots 1, 3, 4 and 5, Pasadena Addition, recorded January 19, 2023 as Instrument No. 1135615, situate within the NE¼SW¼ and the NW¼SE¼ of Section 4, T.33N., R.79W., 6th P.M., Casper, Wyoming, as shown on the Exhibit B-2 attached hereto and by this reference made a part hereof, being more particularly described as follows:

Commencing at a brass cap marking an angle point on the west line of said Lot 4, Pasadena Addition, being the Point of Beginning;

Thence along the west line of said Lot 4, N36°37'28"E, a distance of 73.06 feet to the northwest corner of the parcel being described;

Thence N88°59'36"E, a distance of 395.64 feet to the northeast corner of the parcel being described and an angle point on the east line of said Lot 1, and also being the northwest corner of West E Street,

Thence S0°44'59"E, along the east line of said Lot 1 and the west end of West E Street, a distance of 59.94 feet to an aluminum cap marking the southeast corner of said Lot 1 and the southwest corner of West E Street;

Thence S89°16'13"W, along the south line of said Lot 1, a distance of 439.98 feet to the Point of Beginning.

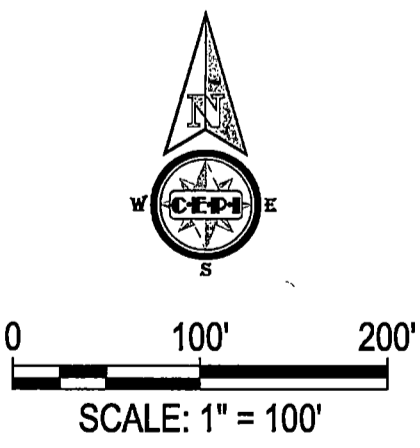
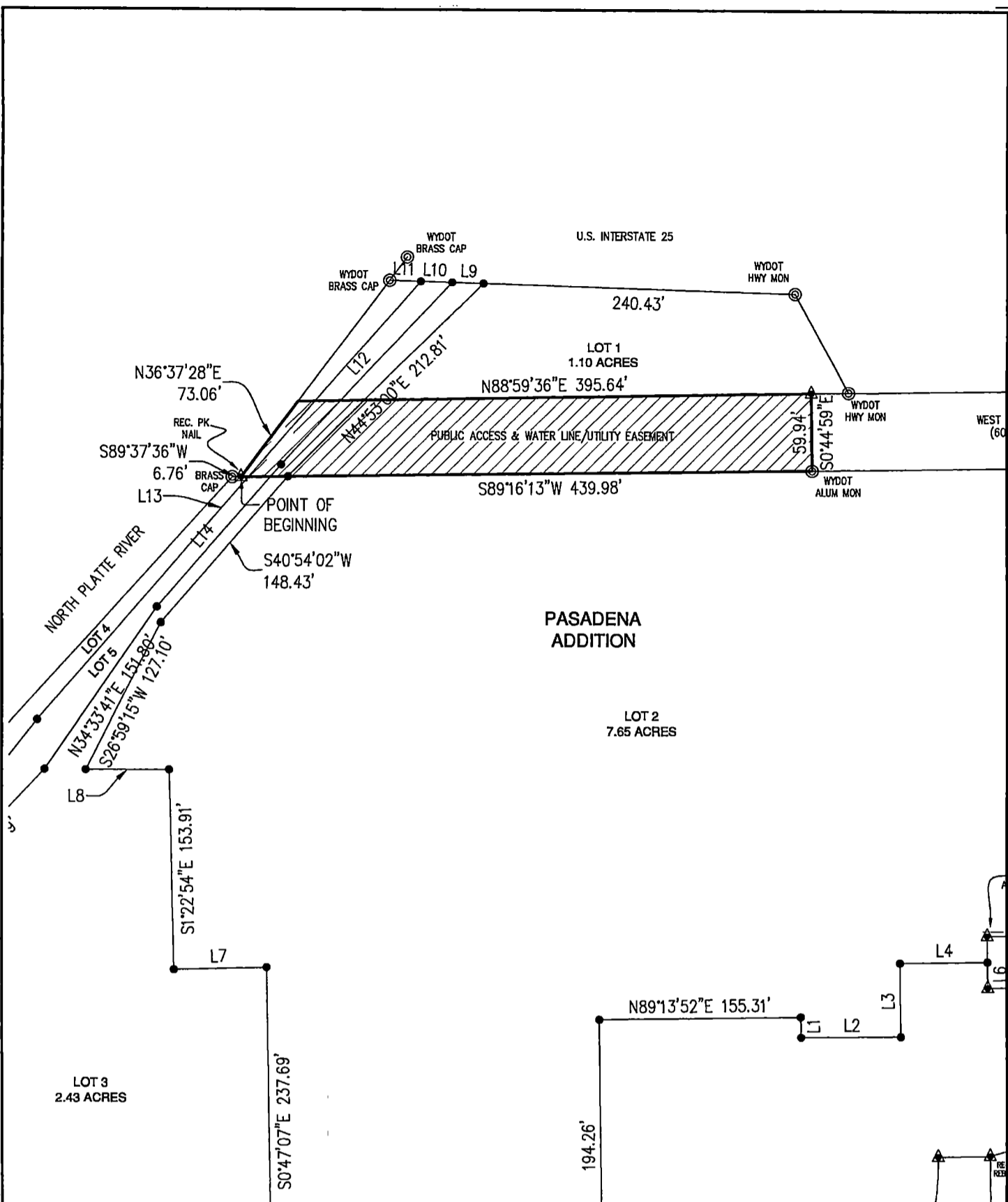
The above described utility easement contains 0.56 acres (24,632.30 S.F.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from field notes taken during an actual survey done under my direct supervision in August, 2022, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

M:\Land 2022\Engineering\22-030 Fairfield\Survey Plots\REAL ESTATE EXHIBITS.dwg, 9/12/2023, Bill



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT B-2
CITY OF CASPER
PUBLIC ACCESS &
WATER LINE/UTILITY EASEMENT

Portion of Lots 1, 3, 4 & 5
 Pasadena Addition
 Casper, Wyoming
 September, 2023
 W.O. 22-030
 Sheet 2 of 2

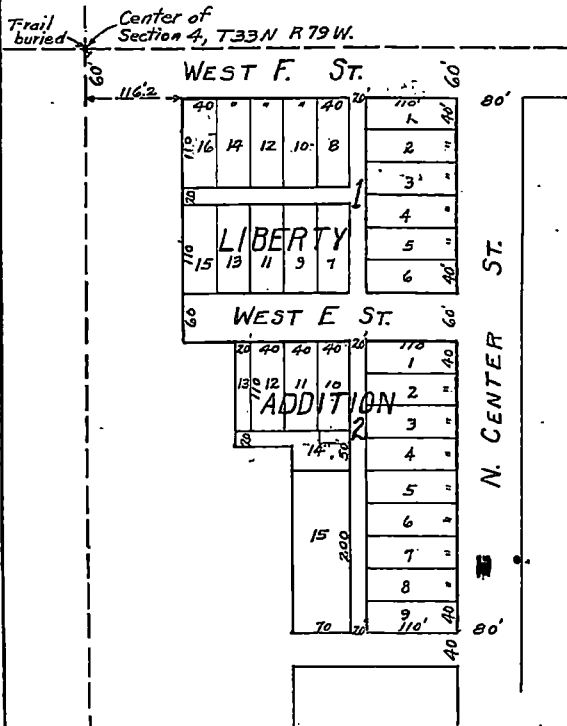


Packet 7
Folder 5

LIBERTY ADDITION
TO THE CITY OF CASPER, WYOMING.
Scale: 1"=100'



ATLAS REPRODUCTION



STATE OF WYOMING)SS
COUNTY OF NATRONA)

This is to certify that undersigned E.K. Morrow and Grace B. Morrow, husband and wife, are the sole owners and proprietors of that certain tract of land in the NW¼ SE¼ of Section 4, Township 33 North Range 79 West of the 6th PM, situated in the County of Natrona, State of Wyoming, as shown on this plat thereof.

That the subdivision of said tract of land as the same appears on said plat is with the free consent and in accordance with the desire of said owners and proprietors, who hereby waive and release all rights therein under the Homestead Exemption Laws of Wyoming.

That said subdivision shall be known as Liberty Addition to the City of Casper, Wyoming. In witness whereof the said owners and proprietors do hereby set their hands and seals this 17th day of December, 1935.

Witness:- B. L. Scherck

E. K. Morrow
Grace B. Morrow

STATE OF WYOMING)SS
COUNTY OF NATRONA)

On this 17th day of December 1935, before me personally appeared E.K. Morrow and Grace B. Morrow, husband and wife, to me known to be the persons described in and who executed the foregoing instrument of subdivision, plat and deed, and acknowledged that they executed the same as their free act and deed including release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal this 17th day of December 1935.

My Commission expires Dec. 4 1936

Bernard L. Scherck
Notary Public.

STATE OF WYOMING)SS
COUNTY OF NATRONA)

J. S. Findley of Casper Wyoming, being first duly sworn according to law on his oath says that he is a Licensed Surveyor in the State of Wyoming, that he made a survey of the tract shown on the plat aforesaid in the NW¼ SE¼ of Section 4, T33N R 79W of the 6th PM, situated in the County of Natrona, State of Wyoming, at the request of the above named owners and proprietors of said land, that he subdivided said tract into blocks, lots, streets and alleys as shown by the plat to which this certificate is attached and of which it forms a part and that said plat is a true and correct representation of said survey.

J. S. Findley

Subscribed in my presence, and sworn to before me this 17th day of December 1935

My Commission expires Dec. 4 1936

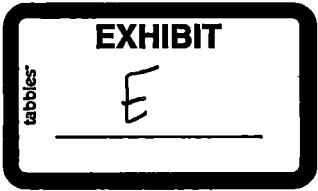
Bernard L. Scherck
Notary Public.

Dec. 17 6'
460 P
79 Deeds 286

Paving area - at City expense

EXHIBIT
D





RIVER ACCESS EASEMENT AGREEMENT

THIS RIVER ACCESS EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of _____ by and between West Center Hospitality RE, LLC, 1416 El Centro Street, Suite 200, South Pasadena, California 91030 (referred to as “West Center Hospitality”); and the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601 (referred to as the “City”; West Center Hospitality and the City separately called a “Party” and collectively called the “Parties”).

RECITALS

- A. West Center Hospitality is the owner of the property described in Exhibit B-1 and Exhibit B-2 hereto (the “Access Property”).
- B. The Parties are also Parties to a **REAL ESTATE TRADE AGREEMENT** pursuant to which West Center Hospitality conveyed the property described in Exhibit A (the “River Property”) to the City and agreed to grant a public right of access to the River Property over the Access Property.

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

- 1. **Designated Drive Lane.** West Center Hospitality agrees to keep an unimpeded drive lane across the Access Property that is no less than twenty-four (24) feet wide (the “Drive Lane”) to allow ingress and egress between E Street (“Point A”) and the River Property (“Point B”). West Center Hospitality shall have the right to determine and change, from time to time, the exact route of the Drive Lane over the Access Property so long as Point A aligns with E Street and Point B intersects with the River Property and the Drive Lane allows unimpeded ingress and egress between Point A and Point B.
- 2. **Designated Parking Spaces.** West Center Hospitality agrees to designate four (4) parking spaces on the Access Property within fifty feet of the eastern property line of the River Property where the public can park while accessing and using the River Property (the “River Access Parking Spaces”). Subject to the foregoing, West Center Hospitality shall have the right to determine and change, from time to time, the exact locations of the parking spaces and shall have

the right to restrict public parking in any other parking spaces on the Access Property. West Center Hospitality shall have the right to manage the river access parking spaces.

3. **Grant of Perpetual Easement.** In furtherance of the commitment in paragraph 1, West Center Hospitality hereby grants the City of Casper and the public in general, an easement across the Access Property within the Drive Lane for unimpeded vehicular ingress and egress between Point A and Point B and further grants the City of Casper and the public in general, an easement on the Access Property for the River Access Parking Spaces. Notwithstanding the foregoing, it is acknowledged and understood that the Drive Lane or River Access Parking Spaces may be temporarily impeded or blocked from time to time to accommodate repairs and other work on and around the Access Property. Reasonable efforts will be made to limit the time and extent of the impediment or blockage.

4. **Declaration of Sufficiency of Description.** The Parties irrevocably agree that the legal descriptions and other provisions set forth herein describing the location of the Drive Lane and River Access Parking Spaces comply with Wyo. Stat. Ann § 34-1-141 et. seq. and each of them, on behalf of themselves and their successors and assigns, intentionally and voluntarily waives any claims or objections based upon Wyo. Stat. Ann. § 34-1-141 et. seq., as amended, regarding the sufficiency of the description.

5. **Directional Signage and Traffic Flow.** West Center Hospitality reserves the right to place traffic control, on-premise, directional signage on and around the Drive Lane and River Access Parking Spaces to control parking and the directional flow of traffic across the Access Property, provided, however, such signage and controls on the directional flow of traffic shall not unreasonably interfere with the easement rights granted under this Agreement.

6. **Repair and Maintenance.** The owner of the Access Property shall have the right, but not the obligation, for maintenance and repair of the Drive Lane, including snow removal.

7. **Restrictions on River Property and Duration of Easement.** The River Property shall have no commercial operations located on it and shall have no improvements other than a walking/biking path, picnic tables, and a boat ramp. So long as the use of the River Property is compliant with the limitations on usage stated here, the easement herein granted shall be perpetual and shall forever benefit the River Property and burden the Access Property. If the owner of the Access Property believes the River Property is being used in violation of the stated restrictions, the owner of the Access Property may petition a court of competent jurisdiction to declare the use

to be in violation of the restrictions and if the court makes such declaration, then the easement shall be deemed revoked upon recordation of such judicial declaration in the office of the recorder of Natrona County, Wyoming, pending any appeal that is timely filed. Provided, however, before filing a lawsuit the Parties shall negotiate in good faith to reach a resolution.

8. **Statements Regarding Complaints.** The Parties recognize that it may be convenient to the other Party, from time to time, to make a statement to such other Party or their mortgage lender and/or potential purchaser, whether either Party has declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party. If a request for such a statement is made, the Party to whom the request is made will duly consider providing such a statement as a convenience to the other Party. However, neither Party is obligated to make a statement, nor shall either Party be estopped from thereafter enforcing their rights under this Agreement, even if they incorrectly reported that neither Party had declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party. A Party's failure or refusal to provide a statement when requested shall not be deemed to be an indication, one way or the other, whether either Party has declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party.

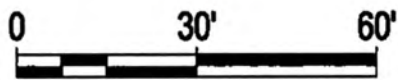
9. **Public Records/ Amendment.** This Agreement shall be recorded in the office of the recorder of Natrona County, Wyoming, and may not be modified except by a written instrument duly executed and acknowledged by the owner of the Access Property and the owner of the River Property and duly recorded in the office of the recorder of Natrona County, Wyoming.

10. **Reservation of Rights.** West Center Hospitality hereby reserves all rights of ownership in and to the Access Property which are not inconsistent with the easement herein granted, including, without limitation, the right to grant further easements on, over and across such property, and the right to use such property for all uses not materially interfering with the easement granted under this Agreement.

11. **Binding on Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

[Signature Pages Follow]

M:\Land 2021\Surveying\21-231 Liberty Addition\21-231 Exhibit.dwg 9/21/2021, Survey



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

I, WILLIAM R. FEHRINGER, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSE NO. 5528, DO HEREBY CERTIFY THAT THIS PLAT WAS MADE FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION IN SEPTEMBER, 2021, AND THAT THIS PLAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.



LEGEND

○ RECOVERED ALUMINUM CAP

EXHIBIT
LOTS 4-8 BLOCK 2
LIBERTY ADDITION
 Casper, Wyoming
 September, 2021
 W.O. 21-231





**EXHIBIT H-1
PORTION OF LOT 1
GOLDWATER ADDITION NO. 2
Casper, Wyoming**

A parcel of land being a portion of Lot 1, Goldwater Addition No. 2, to the City of Casper, Wyoming and the east ½ of the vacated North David Street, as shown on Exhibit H-2, attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the northeast corner of the parcel being described, also being the northwest corner of the Pacificorp Parcel and being the Point of Beginning;

Thence S00°48'07"E, along the east line of Lot 1, Goldwater Addition No. 2 also being the west line of the Pacificorp Parcel, a distance of 169.62 feet to the southwest corner of the Pacificorp Parcel;

Thence continuing S00°48'07"E, across said Lot 1, Goldwater Addition No. 2 a distance of 133.68 feet to the southeast corner of this parcel located on the south line of said Lot 1;

Thence S82°25'44"W, along the south line of said Lot 1, Goldwater Addition No. 2, a distance of 144.07 feet to the southwest corner of the parcel located on the center line of the vacated North David Street;

Thence N00°47'07"W, along the west line of the parcel and the center line of vacated North David Street, a distance of 10.25 feet to a point of curvature;

Thence continuing along the west line of the parcel also being the center line of vacated North David Street and a curve to the right having a radius of 250.00 feet, through a central angle of 31°03'58", a distance of 135.55 feet with a chord bearing of N14°44'54"E, a distance of 133.90 feet to the end of curve;

Thence N30°16'53"E, along the west line of the parcel and the center line of vacated North David Street, a distance of 60.62 feet to a point of curvature;

Thence continuing along the west line of the parcel also being the center line of vacated North David Street and a curve to the left having a radius of 250.00 feet, through a central angle of 31°03'54", a distance of 135.55 feet with a chord bearing of N14°44'59"E, a distance of 133.89 feet to the end of curve, also being the northeast corner of the parcel;

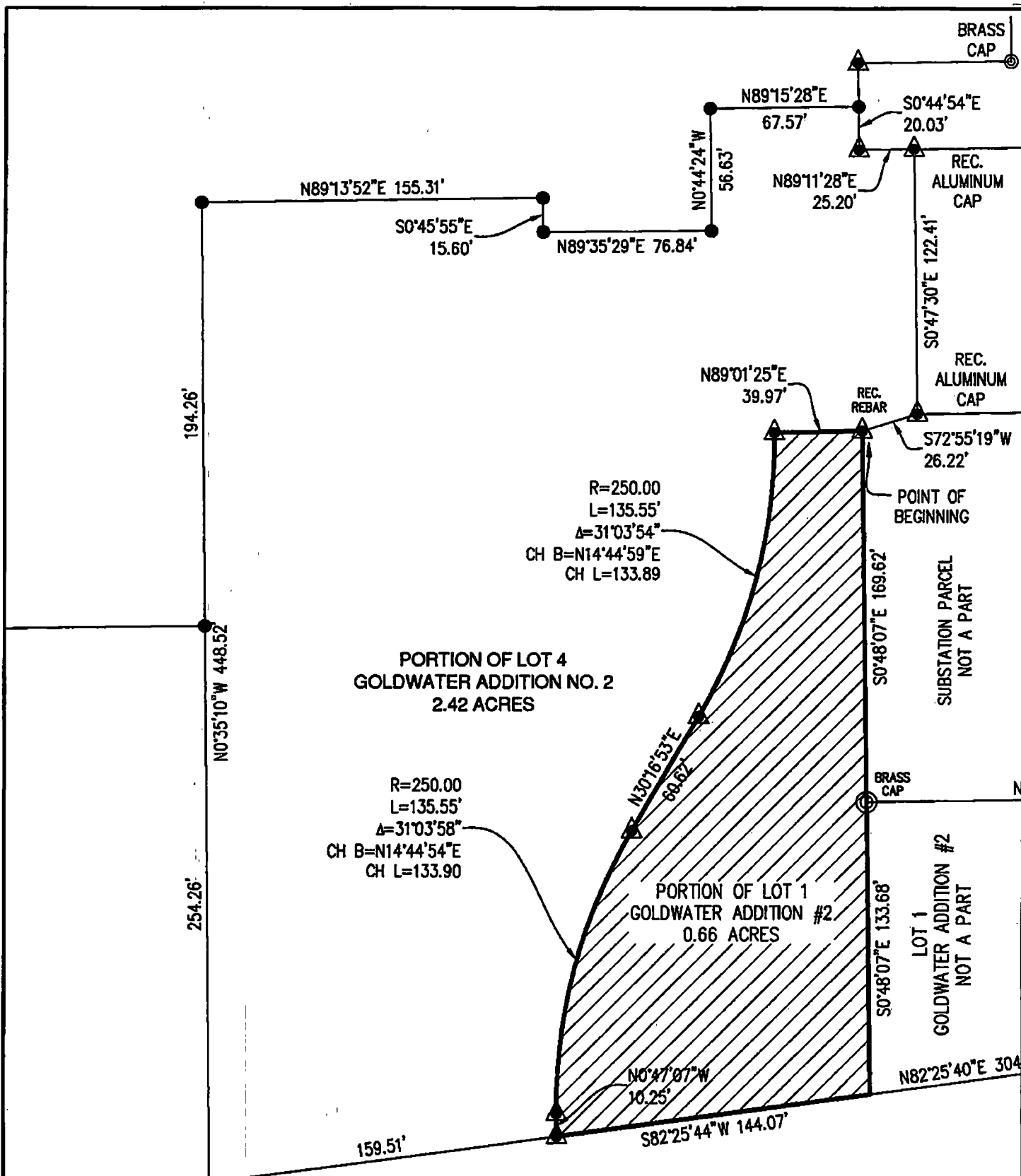
Thence N89°01'25"E, along the north line of said Lot 1, Goldwater Addition No. 2, a distance of 39.97 feet to the Point of Beginning.

The above described portion of Lot 1, Goldwater Addition No. 2 contains 0.66 acres (28,616.02 S.F.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

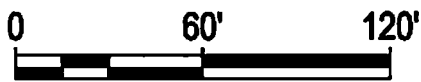
I hereby certify that this description was prepared from field notes taken during an actual survey done under my direct supervision and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



M:\Land 2022\Engineering\22-030 Fairfield\Survey Plats\Old\FAIRFIELD PARCEL.dwg, 10/21/2022, Bill



SCALE: 1" = 60'



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT H-2
 Portion of
 Lot 1, Goldwater Addition No. 2 &
 East 1/2 of Vacated North David Street
 City of Casper, Wyoming
 October, 2022
 W.O. 22-030



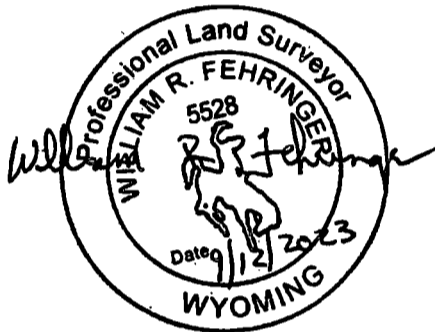
**EXHIBIT H-3
D CAP – LOT 6, PASADENA ADDITION
Sheet 1 of 2
Legal Description**

A parcel of land consisting of a portion of the Pasadena Addition, to the City of Casper, as recorded on January 19, 2023 as Instrument No. 1135615, situate within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, as shown on Exhibit H-4, Sheet 2 of 2 attached hereto and by this reference made a part hereof, and being more particularly described as follows:

All of Lot 6, Pasadena Addition to the City of Casper, Wyoming.

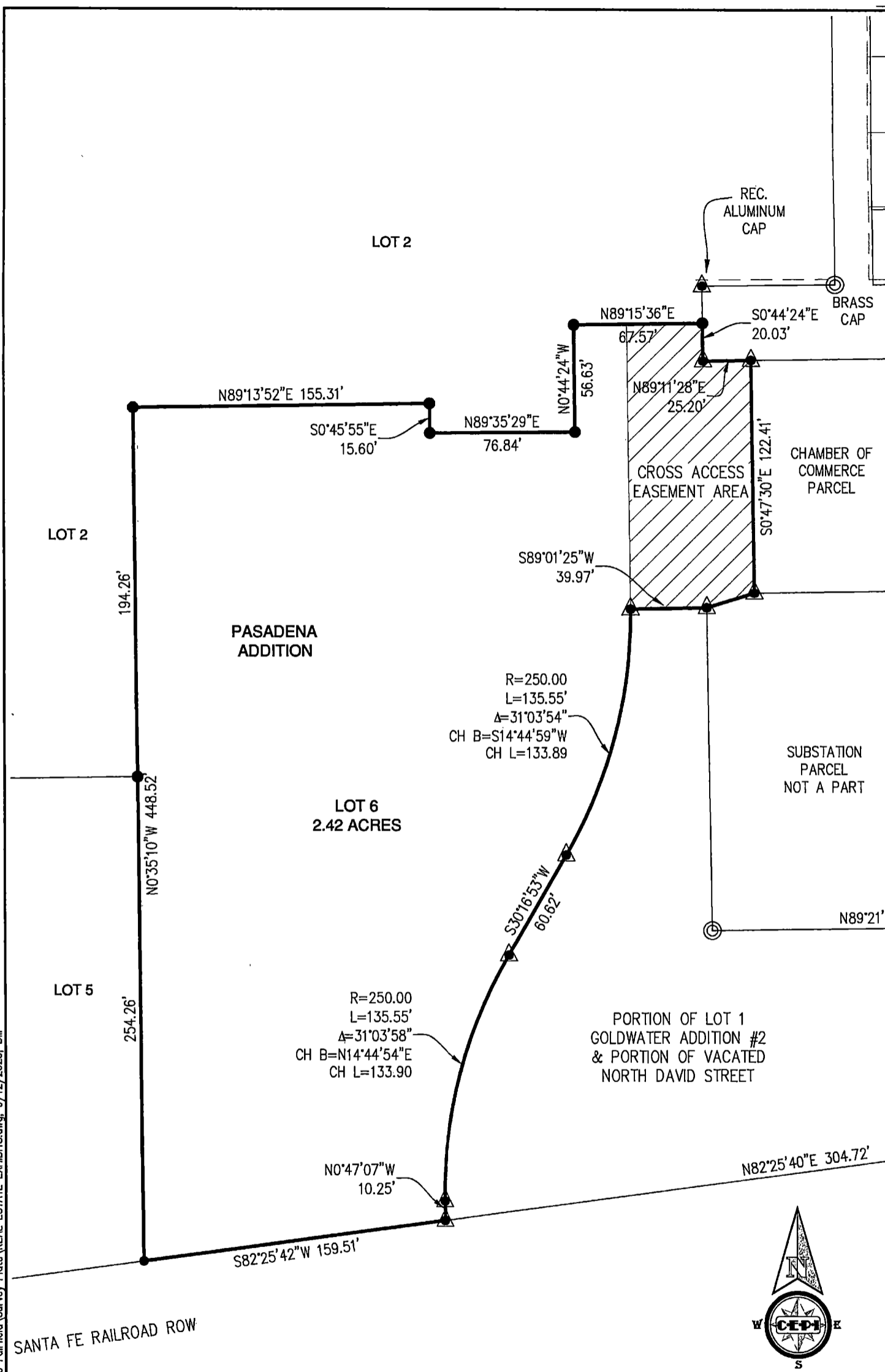
The above described parcel of land contains 2.42 acres, more or less, (105,491.53 S.F.) and is subject to any rights-of-way and/or easements, reservations and encumbrances which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in August, 2022, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.

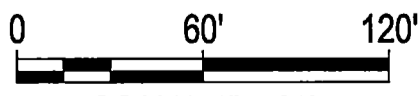


MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.

M:\Land 2022\Engineering\22-030 Fairfield\Survey Plots\REAL ESTATE EXHIBITS.dwg, 9/12/2023, Bill



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com



SCALE: 1" = 60'



EXHIBIT H-4
 Lot 6, Pasadena Addition
 City of Casper, Wyoming
 September, 2023
 W.O. 22-030
 Sheet 2 of 2

PARKING, ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS PARKING, ACCESS AND DRAINAGE EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of _____ by and between D Cap, LLC, a Wyoming limited liability company, 8762 Preston Trace Boulevard, Frisco, Texas 75033 (referred to as “D Cap”); and D Center, LLC, a Wyoming limited liability company, 8762 Preston Trace Boulevard, Frisco, Texas 75033 (referred to as “D Center”); and the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David, Casper, Wyoming 82601 (referred to as the “City”); D Cap, D Center and the City separately called a “Party” and collectively called the “Parties.”

RECITALS

A. The City is the owner of the real property described as Lot 1, Goldwater Addition No. 2 to the City of Casper (the “City Lot”).

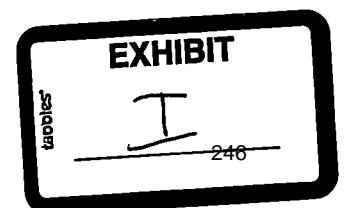
B. D Center is the owner of the real property described as Lot 9, Block 2, Liberty Addition to the City of Casper, depicted on the Liberty Addition Plat.

C. D Cap is the owner of the real property described as Lot 6, Pasadena Addition to the City of Casper (the “D Cap Lot”) and shown on Exhibit H-3 and Exhibit H-4 attached hereto.

D. The Parties are also Parties to a **REAL ESTATE TRADE AGREEMENT** in which the Parties agreed to grant easements and make this Agreement. For information purposes, West Center Hospitality RE LLC, a Wyoming limited liability company is also a party to the **REAL ESTATE TRADE AGREEMENT** and agreed with the City to a property exchange and to grant an easement in another location different from the easements granted in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and conditions contained herein and in the Real Estate Trade Agreement, the Parties hereto agree as follows:

1. **Easement for Widened Point of Access.** D Center hereby grants to the City a ten (10) foot wide easement along the south ten feet of Lot 9, Block 2, Liberty Addition to the City of Casper, parallel to West D Street (the “D Street Access Easement”) and the City shall use such easement area to widen the street and install a public sidewalk. The City shall be responsible for



the cost to install and maintain the street and sidewalk on the D Street Access Easement. The easement granted in this paragraph, and the City's responsibility to maintain the street and sidewalk, shall continue for so long as West D Street remains a public street. D Center agrees that the D Street Access Easement shall be a public right of way for so long as West D Street remains a public street.

2. **Easement for Access to the City Lot.** D Cap hereby grants a nonexclusive easement to the City over that portion of the D Cap Lot depicted as the cross-hatched area on Exhibit H-4 attached hereto (the "City Lot Access Easement"). The City Lot Access Easement is dedicated as a way of ingress and egress to and from the City Lot by the owner of the City Lot and its successors, assigns, contractors, sub-contractors, and invitees; provided, however, that there shall be no commercial operations on, or residential use of, the City Lot. The easement for the City Lot Access Easement shall be perpetual in favor of, and shall run with, the City Lot so long as there are no commercial operations or residential use of the City Lot. If the owner of the D Cap Lot believes the City Lot is being used in violation of the stated restrictions, the owner of the D Cap Lot (or such owner's lessee or assigns) may petition a court of competent jurisdiction to declare the use to be in violation of the restrictions and if the court makes such declaration, then the City Lot Access Easement shall be deemed revoked upon recordation of such judicial declaration in the office of the recorder of Natrona County, Wyoming, pending any appeal that is timely filed. Provided, however, before filing a lawsuit the Parties shall negotiate in good faith to reach a resolution.

3. **Parking and Drive Lane Easement for the D Cap Lot.** The City hereby grants a nonexclusive easement to D Cap to use the area described and shown in Exhibits H-1 and H-2 for either a drive lane or parking or both (the "Drive/Parking Easement"). The Drive/Parking Easement may be used by the owner of the D Cap Lot, and its successors, assigns, contractors, sub-contractors, and invitees, in connection with operations and activities on the D Cap Lot, provided, however, such use shall not block access to the portion of the City Lot that is not included in the cross-hatched area on Exhibit H-2. The easement includes the right to make improvements to the Drive/Parking Easement consistent with parking, driving, or other improvements consistent with the Casper Municipal Code in place at the time. The easement hereby granted by the City is perpetual in favor of, and shall run with, the D Cap Lot.

4. **Storm Water Drainage Easement.** Subject to such City of Casper permitting requirements as may apply to the installation, maintenance, or modification of storm water management systems, the City grants to the owner of the D Cap Lot the right to install, maintain and modify storm water management systems on the City Lot. However, as of the on the date of this agreement, there are storm water improvements existing underground which the owner of the D Cap Lot shall not impede by any if its construction activities to install, maintain, or modify additional storm water facilities on the City Lot.

5. **Assignment of Rights.** D Center and D Cap shall have the right to assign or grant to third parties, including, without limitation, others who own property, the right to use and enjoy the City Lot Access Easement, the Drive/Parking Easement, and the D Street Access Easement.

6. **Declaration of Sufficiency of Description.** The Parties irrevocably agree that the legal descriptions and other provisions set forth herein describing the location of the City Lot Access Easement, the Drive/Parking Easement, and the D Street Access Easement comply with Wyo. Stat. Ann § 34-1-141 *et. seq.* and each of them, on behalf of themselves and their successors and assigns, intentionally and voluntarily waives any claims or objections based upon Wyo. Stat. Ann. §34-1-141 *et. seq.*, as amended, regarding the sufficiency of the description.

7. **Directional Signage and Traffic Flow.** D Center and D Cap reserve the right to place traffic control, on-premise directional signage on and around City Lot Access Easement and the Drive/Parking Easement to control parking and the directional flow of traffic, provided, however, such signage and controls on the directional flow of traffic shall not unreasonably interfere with the easement rights granted to the City under this Agreement.

8. **Repair and Maintenance.** The Parties respective responsibilities for repair and maintenance shall be as follows:

- a. The City shall maintain the street and sidewalk on the D Street Access Easement, including snow removal, for so long as West D Street remains a public street.
- b. The owner of the D Cap Lot shall have the right, but not the obligation, for maintenance and repair of the City Lot Access Easement and the Drive/Parking Easement, including snow removal; provided, however, the owner of the City Lot shall have no obligation, for maintenance and repair of the City Lot Access Easement or the Drive/Parking Easement except to the extent of damage caused by the owner of the City Lot or such owner's contractors, subcontractors, or agents.

9. **Statements Regarding Complaints.** The Parties recognize that it may be convenient to the other Party, from time to time, to make a statement to such other Party or their mortgage lender and/or potential purchaser, whether either Party has declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party. If a request for such a statement is made, the Party to whom the request is made will duly consider providing such a statement as a convenience to the other Party. However, neither Party is obligated to make a statement, nor shall either Party be estopped from thereafter enforcing their rights under this Agreement, even if they incorrectly reported that neither Party had declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party. A Party's failure or refusal to provide a statement when requested shall not be deemed to be an indication, one way or the other, whether either Party has declared a default or otherwise made an unresolved complaint regarding an alleged breach of this Agreement by the other Party, Public Records/ Amendment.

10. **Public Records/ Amendment.** This Agreement shall be recorded in the office of the recorder of Natrona County, Wyoming, and may not be modified except by a written instrument duly executed and acknowledged by the owner of the Access Property and the owner of the River Property and duly recorded in the office of the recorder of Natrona County, Wyoming.

11. **Reservation of Rights.** The Parties hereby reserve all rights of ownership in and to their respective properties which are not inconsistent with the easements herein granted, including, without limitation, the right to grant further easements on, over and across such property, and the right to use such property for all uses not materially interfering with the easement granted under this Agreement.

12. **Exhibits.** The Exhibits attached hereto are H-1, H-2, H-3 and H-4. There are no Exhibits A, B, C, D, E, F or G. All Exhibits referred to herein and attached hereto are made part of this Agreement.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

[Signature Pages Follow]

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, by _____, as the _____ of D CAP, LLC.

Notary Public

My commission expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing agreement was acknowledged before me on the _____ day of _____, 2023, by _____, as the Mayor of the City of Casper, Wyoming, a Wyoming Municipal Corporation.

Notary Public

My commission expires: _____

RESOLUTION NO. 23-238

A RESOLUTION RESCINDING AND REPLACING RESOLUTION NO. 23-40 APPROVING A REAL ESTATE TRADE AGREEMENT BETWEEN WEST CENTER HOSPITALITY RE LLC, D CENTER, LLC, D CAP, LLC, AND THE CITY OF CASPER, WYOMING.

WHEREAS, the City of Casper, West Center Hospitality RE, LLC, D Center, LLC, and D Cap, LLC (“the parties”) are owners of various parcels of property located in the proximity of 123 West “E” Street, Casper, Wyoming; and,

WHEREAS, the parties have agreed to a property trade involving multiple parcels, easements, and in-kind services more specifically delineated in the Real Estate Trade Agreement; and,

WHEREAS, pursuant to W.S. §15-1-112(b)(1)(d) and W.S. §15-1-112(b)(2) a legal notice was published once each week for three (3) consecutive weeks in the Casper Star Tribune, detailing the terms of the property trade and establishing the date of the required public hearing; and,

WHEREAS, on March 21, 2023, the City Council conducted the public hearing concerning the Real Estate Trade Agreement and the governing body approved Resolution 23-40, authorizing a Real Estate Trade Agreement between the parties; and,

WHEREAS, since that time, Goldwater 2 Addition to the City of Casper, has been replated and the Real Estate Trade Agreement and exhibits incorporated therein, need updated to reflect the correct parcels of land which are now located in the Pasadena Addition of the City of Casper.

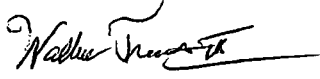
NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Resolution 23-40 is hereby rescinded and is replaced with this Resolution.

BE IT FURTHER RESOLVED, that the updated Real Estate Trade Agreement between the City of Casper, West Center Hospitality RE, LLC, D Center, LLC and D Cap, LLC is approved.

BE IT FURTHER RESOLVED, that the City Attorney or his designee is hereby authorized and directed to execute all legal documents, deeds, easements or other instruments of law that reflect the original intent and spirit of the Agreement to complete the closing regarding the Real Estate Trade Agreement.

PASSED, APPROVED, AND ADOPTED on this __ day of October 2023.

APPROVED AS TO FORM:




ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

September 27, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey Belser, Support Services Director
Michael Szewczyk, Support Services, IT Manager
Adam Hiatt, Support Services, Network Engineer

SUBJECT: Blade Server Replacement and Upgrade Contract Amendment

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Recommendation

That Council, by resolution, authorize an amendment to the Blade Server Replacement and Upgrade contract with ConvergeOne Inc. for a timeline extension.

Summary

The City of Casper and ConvergeOne Inc. entered into a professional services contract for the installation and configuration of new computer server hardware on June 20, 2023. The original contracted completion date is scheduled for October 6th, 2023. Due to supply chain issues with equipment delivery, the timeframe needs to be extended. The new project completion date will be December 20, 2023.

Financial Considerations

None

Oversight/Project Responsibility

Adam Hiatt, Network Engineer, Support Services Department

Attachments

Resolution

**AMENDMENT NO. 1 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 18th day of October, 2023, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. ConvergeOne, Inc (“Contractor”), NW 5806 PO Box 1450, Minneapolis, Minnesota 55485.

Throughout this document, the City and the Contractor may be collectively referred to as the “parties.”

RECITALS

A. On June 20th, 2023, the City and Contractor entered into a *Contract for Professional Services* (“Contract”) for the installation and configuration of Cisco UCS-X chassis and servers.

B. The City and the Contractor agree that it is in the best interest of both parties to amend the Contract due to unforeseen circumstances concerning product availability.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART 1, SECTION TWO, TIME OF PERFORMANCE.

Time and performance section which begins with “The services of the Contractor shall be undertaken and completed on or before the 6th day of October 2023” is deleted in its entirety and replaced with the following:

“The services of the Contractor shall be undertaken and completed on or before the 20th day of December 2023.”

3. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

4. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment 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 Amendment 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 Amendment, they may request a copy from the other party, and the other party shall provide it.

The remainder of this page is intentionally left blank.

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

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
711E56C840E24B1...

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONTRACTOR
ConvergeOne, Inc.

By: _____

DocuSigned by:
Brent Beasley
913475FF9089457...
By: _____

Printed Name: _____

Printed Name: Brent Beasley

Title: _____

Title: Sales Director



Date: 5/10/2023

Page #: 1 of 4

Documents #: OP-000736708
SO-000840238

Solution Name: UCS B Chassis v 4

Customer: City of Casper – MIS

Solution Summary

UCS B Chassis v 4

Customer: City of Casper – MIS Ship To Address: , Bill To Address: 200 N DAVID CASPER, WY 82601 Customer ID: VTWCITCAS0001 Customer PO:	Primary Contact: Chad Edwards Email: cedwards@cityofcasperwy.gov Phone: (307) 235-8336 National Account Manager: Brandon Goodwin Email: bgoodwin@convergeone.com Phone: +13072325074
---	---

Solution Summary	Billing Frequency	Due	Total Project
Software	One-Time	\$0.00	\$0.00
Software	Annual	\$2,193.84	\$10,969.20
Hardware	One-Time	\$158,469.35	\$158,469.35
Professional Services	One-Time	\$19,547.00	\$19,547.00
Maintenance			
CISCO Maintenance	Prepaid	\$0.00	\$0.00
Project Subtotal			\$188,985.55
Estimated Tax			NOT INCLUDED
Estimated Freight			NOT INCLUDED
Project Total			\$188,985.55

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.



Date: 5/10/2023

Page #: 2 of 4

Documents #: OP-000736708
SO-000840238

Solution Name: UCS B Chassis v 4

Customer: City of Casper – MIS

ACCEPTED BY:

BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
UCSX-M7-XCELERATE - UCS-X M7 Xcelerate Offer						
1	UCSX-M7-XCELERATE	UCSX-M7-XCELERATE - UCS-X M7 Xcelerate Offer - Subject to approval		1	\$0.00	\$0.00
2	DC-MGT-SAAS	Cisco Intersight SaaS		1	\$0.00	\$0.00
3	SVS-DCM-SUPT-BAS	Basic Support for DCM		1	\$0.00	\$0.00
4	DC-MGT-UCSC-1S	UCS Central Per Server - 1 Server License		6	\$0.00	\$0.00
5	UCSX-9508-NEW-D	UCSX-9508-NEW-D - Not sold standalone UCS 9508 Chassis w/o nodes		1	\$0.00	\$0.00
6	CON-SNTP-UCSX5958	CON-SNTP-UCSX5958 - SNTC-24X7X4 Not sold standalone UCS 9508 Chassis w/o	60	1	\$2,213.22	\$2,213.22
7	UCSX-I-9108-25G-D	UCS 9108-25G IFM for 9508 Chassis		2	\$0.00	\$0.00
8	UCSX-C-DEBUGCBL-D	UCSX-C-DEBUGCBL-D - UCSX Compute Node Debug Cable		1	\$0.00	\$0.00
9	UCSX-CHASSIS-SW-D	UCSX-CHASSIS-SW-D - Platform SW (Recommended) latest release for X9500 Chassis		1	\$0.00	\$0.00
10	UCSX-9508-CAK-D	UCSX-9508-CAK-D - UCS 9508 Chassis Accessory Kit		1	\$0.00	\$0.00
11	UCSX-9508-RBLK-D	UCS 9508 Chassis Active Cooling Module (FEM slot)		2	\$0.00	\$0.00
12	UCSX-9508-ACPEM-D	UCS 9508 Chassis Rear AC Power Expansion Module		2	\$0.00	\$0.00
13	UCSX-9508-KEYAC-D	UCSX-9508-KEYAC-D - UCS 9508 AC PSU Keying Bracket		1	\$0.00	\$0.00
14	UCSX-9508-FSBK-D	UCSX-9508-FSBK-D - UCS 9508 Chassis Front Node Slot Blank	15	8	\$0.00	\$0.00
15	UCSX-PSU-2800AC-D	UCS 9508 Chassis 2800V AC Dual Voltage PSU Titanium		6	\$0.00	\$0.00
16	CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors		6	\$0.00	\$0.00
17	UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz		4	\$1,716.72	\$6,866.88
18	CON-SNTP-UCSX023C	CON-SNTP-UCSX023C - SNTC-24X7X4 UCS X210c M7 Compute Node 2S w o CPU, Me	60	4	\$4,690.24	\$18,760.96
19	UCSX-ML-V5Q50G-D	UCS VIC 15420 4x25G secure boot mLOM for X Compute Node		4	\$486.87	\$1,947.48
20	UCSX-M2-240GB-D	240GB 2.5in M.2 SATA Micron G1 SSD		8	\$129.47	\$1,035.76
21	UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers		4	\$14.33	\$57.32
22	UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode		4	\$0.00	\$0.00
23	UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink		4	\$0.00	\$0.00
24	UCSX-C-M7-HS-R	UCS X210c M7 Compute Node Rear CPU Heat Sink		4	\$0.00	\$0.00



Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
25	UCSX-X10C-FMBK-D	UCSX-X10C-FMBK-D - UCS X10c Compute Node Front Mezz Blank		4	\$0.00	\$0.00
26	UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives		4	\$0.00	\$0.00
27	UCS-DDR5-BLK	UCS DDR5 DIMM Blanks		64	\$0.00	\$0.00
28	UCSX-CPU-I6430	UCSX-CPU-I6430 - Intel I6430 2.1GHz/270W 32C/60MB DDR5 4400MT/s		8	\$1,620.76	\$12,966.08
29	UCSX-MRX32G1RE1	UCSX-MRX32G1RE1 - 32GB DDR5-4800 RDIMM 1Rx4 (16Gb)		64	\$617.73	\$39,534.72
30	UCS-SID-INFR-OID	Other Infrastructure		4	\$0.00	\$0.00
31	UCS-SID-WKL-OW-D	Other Workload		4	\$0.00	\$0.00
32	UCSX-210C-M7-U	UCS X210c M7 Compute Node 2S w/o CPU, Mem, Drv, Mezz		2	\$1,716.72	\$3,433.44
33	CON-SNTP-UCSX023C	CON-SNTP-UCSX023C - SNTC-24X7X4 UCS X210c M7 Compute Node 2S w o CPU, Me	60	2	\$4,690.24	\$9,380.48
34	UCSX-ML-V5Q50G-D	UCS VIC 15420 4x25G secure boot mLOM for X Compute Node		2	\$486.87	\$973.74
35	UCSX-M2-240GB-D	240GB 2.5in M.2 SATA Micron G1 SSD		4	\$129.47	\$517.88
36	UCSX-TPM-002C-D	TPM 2.0, TCG, FIPS140-2, CC EAL4+ Certified, for M6 servers		2	\$14.33	\$28.66
37	UCSX-C-SW-LATEST-D	Platform SW (Recommended) latest release XSeries ComputeNode		2	\$0.00	\$0.00
38	UCSX-C-M7-HS-F	UCS X210c M7 Compute Node Front CPU Heat Sink		2	\$0.00	\$0.00
39	UCSX-X10C-FMBK-D	UCSX-X10C-FMBK-D - UCS X10c Compute Node Front Mezz Blank		2	\$0.00	\$0.00
40	UCSX-M2-HWRD-FPS	UCSX Front panel with M.2 RAID controller for SATA drives		2	\$0.00	\$0.00
41	UCS-DDR5-BLK	UCS DDR5 DIMM Blanks		32	\$0.00	\$0.00
42	UCSX-CPU-I6430	UCSX-CPU-I6430 - Intel I6430 2.1GHz/270W 32C/60MB DDR5 4400MT/s		2	\$1,620.76	\$3,241.52
43	UCSX-MRX16G1RE1	UCSX-MRX16G1RE1 - 16GB DDR5-4800 RDIMM 1Rx8 (16Gb)		32	\$291.68	\$9,333.76
44	UCS-SID-INFR-OID	Other Infrastructure		2	\$0.00	\$0.00
45	UCS-SID-WKL-OW-D	Other Workload		2	\$0.00	\$0.00
46	UCSX-FI-6454-NEW-D	XCellerate offer for Fabric Interconnect 6454		2	\$0.01	\$0.02
47	CON-SNTP-UCSXFXD	CON-SNTP-UCSXFXD - SNTC-24X7X4 XCellerate offer for Fabric Interconnect	60	2	\$11,759.14	\$23,518.28
48	N10-MGT018-D	N10-MGT018-D - UCS Manager v4.2 and Intersight Managed Mode v4.2		2	\$0.00	\$0.00
49	UCS-L-6400-25G-D	UCS-L-6400-25G-D - FI per port license to connect to B-Series, C-Series or FEX		60	\$0.00	\$0.00
50	UCS-L-6400-100G-D	UCS-L-6400-100G-D - FI per port license to connect to B-Series, C-Series or FEX		8	\$0.00	\$0.00
51	UCS-PSU-6332-AC-D	UCS-PSU-6332-AC-D - UCS 6332/ 6454 Power Supply/100-240VAC		4	\$0.00	\$0.00
52	SFP-H25G-CU1M	25GBASE-CU SFP28 Cable 1 Meter		8	\$39.81	\$318.48
53	SFP-H25G-CU3M	25GBASE-CU SFP28 Cable 3 Meter		16	\$0.00	\$0.00



Solution Quote

#	Item Number	Description	Term In Months	Qty	Unit Price	Extended Price
54	DS-SFP-FC32G-SW	32 Gbps Fibre Channel SW SFP+, LC		4	\$318.00	\$1,272.00
55	UCS-ACC-6332-D	UCS-ACC-6332-D - UCS 6332/ 6454 Chassis Accessory Kit		2	\$0.00	\$0.00
56	UCS-FAN-6332-D	UCS-FAN-6332-D - UCS 6332/ 6454 Fan Module		8	\$0.00	\$0.00
57	CAB-C13-C14-3M-IN	CAB-C13-C14-3M-IN - Power Cord Jumper, C13-C14 Connectors, 3 Meter Length, India		4	\$0.00	\$0.00
58	DC-MGT-IS-SAAS-ES	Infrastructure Services SaaS - Essentials	60	6	\$30.47	\$10,969.20
UCSX-M7-XCELERATE - UCS-X M7 Xcelerate Offer Subtotal:						\$146,369.88
MDS 9124V 64G Fabric Switch						
59	DS-C9124V-8IK9	DS-C9124V-8IK9 - MDS 9124V 64G Fabric Switch Base PID Port Side Intake		2	\$4,057.31	\$8,114.62
60	CON-SNT-DSC09124	CON-SNT-DSC09124 - SNTC-8X5XNBD MDS 9124V 64G Fabric Switch Base PID	60	2	\$3,541.15	\$7,082.30
61	DS-CAC-500W-I	DS-CAC-500W-I - MDS 91002V 500W AC PSU Port side Intake		4	\$0.00	\$0.00
62	DS-C32S-FAN-I	MDS 9132 FAN tray, port side Intake		8	\$0.00	\$0.00
63	M9124VS8K9-N9.3.1	M9124VS8K9-N9.3.1 - MDS 9124V 64G FC - NXOS NPE System Image version 9.3.1		2	\$0.00	\$0.00
64	DS-9124V-KIT-CSCO	DS-9124V-KIT-CSCO - MDS 9124V Accessory Kit for Cisco		2	\$0.00	\$0.00
65	DS-SFP-FC32G-SW	32 Gbps Fibre Channel SW SFP+, LC		16	\$318.00	\$5,088.00
66	CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors		4	\$0.00	\$0.00
MDS 9124V 64G Fabric Switch Subtotal:						\$20,284.92
Cisco Boot optimized M.2 Raid controller						
67	UCSX-M2-HWRAID=	Cisco Boot optimized M.2 Raid controller		6	\$94.91	\$569.46
Cisco Boot optimized M.2 Raid controller Subtotal:						\$569.46
Pro Services						
68	Professional Services	Professional Services				\$19,547.00
Pro Services Subtotal:						\$19,547.00
Cables and SFP						
69	ADD-SC-LC-7M9SMF	ADD-SC-LC-7M9SMF - 7M SINGLE-MODE FIBER SMF 9/125 CABL DUPLEX SC/LC OS1 YELLOW PATCH CABLE		4	\$22.86	\$91.43
70	ADD-SC-LC-2M9SMF	ADDON 2M LC (MALE) TO SC (MALE) YELLOW OS1 DUPLEX FIBER OFNR (RISER-RATED) PATCH CABLE - 100% COMPAT		4	\$18.57	\$74.29
71	ADD-LC-LC-3M5OM4	3M LC OM4 AQUA DUPLX PATCH CBL		6	\$20.00	\$120.00
72	SFP-10G-SR-AO +	ADDONCOMPUTER.COM CISCO SFP-10G-SR COMPATIBLE 10GBASE-SR SFP		9	\$214.29	\$1,928.57
Cables and SFP Subtotal:						\$2,214.29
Total:						\$188,985.55

RESOLUTION NO. 23-239

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF CASPER AND CONVERGEONE INC., FOR BLADE SERVER HARDWARE, INSTALLATION, AND CONFIGURATION AT CITY HALL.

WHEREAS, on June 20, 2023, the City of Casper and ConvergeOne, Inc., entered into a Contract for Professional Services for the installation and configuration of Cisco UCS-X chassis and servers; and,

WHEREAS, the City of Casper and ConvergeOne, Inc., agree that it is in the best interest of both parties to amend the Contract due to unforeseen circumstances concerning product availability; and,

WHEREAS, the contract completion date is amended from October 6, 2023, to December 20, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment NO. 1 to the Contract for Professional Services between the City of Casper and ConvergeOne, Inc.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 11, 2023

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

FROM: Eric K. Nelson, City Attorney *E.K.N.*
Liz Becher, Community Development Director *lb*

SUBJECT: A Resolution Authorizing a Nuisance and Abatement Lien to be Executed to Recover Costs Associated with the Abatement of Junk and Litter Located at 1027 W. 14th Street, Casper, Wyoming.

Meeting Type & Date:

Regular Council Meeting
October 17, 2023

Action type:

Resolution

Recommendation:

That City Council adopt a resolution authorizing the recordation of a nuisance abatement lien regarding costs associated with the abatement of junk and junk vehicles constituting a public nuisance at 1027 W. 14th Street, Casper, Wyoming.

Summary:

On March 29, 2023, the City of Casper Code Enforcement Department inspected a property located at 1027 W. 14th Street, due to the accumulation of junk at the property, creating a public nuisance as defined by the Casper Municipal Code ("Code"). The Code Enforcement Department attempted to contact and work with the tenants at the property and the tenants failed to make any progress in abating the junk creating a public nuisance.

Notices were provided to the tenants and the property owner in April of 2023, through certified mail and by posting a physical notice on the property, requesting the owners and tenants to abate the nuisance pursuant to Chapter 8.36 of the Code. The owner and tenants failed to make any corrective actions to abate the nuisance, and on July 21, 2023, the City procured the services of a private contractor to cleanup and secure the property. The cost for this service was \$2,944.51.

Pursuant to Section 8.36.060 of the Code, actual costs of removal and storage may be charged against the property owner of any vehicle or junk constituting a public nuisance and/or against the land or owner of the land where the same is situated. Find attached a Nuisance Abatement Lien. Staff requests City Council to authorize the Mayor to sign the Nuisance and Abatement lien in the amount of \$2,944.51. Execution and recordation of the lien will aid staff in recovering the costs associated with the cleanup of the property.

Financial Considerations:

If collections are successful, the City could recover \$2,944.51.

Oversight/Project Responsibility

Eric K. Nelson, City Attorney

Amber Jividen, Code Enforcement Supervisor

Attachments

Resolution

Nuisance Abatement Lien

NUISANCE ABATEMENT LIEN

This Nuisance Abatement Lien is filed by the City of Casper, Wyoming, a Wyoming Municipal Corporation, pursuant to Chapter 8.36 of the Casper, Wyoming Municipal Code for the costs of abating a nuisance as a home rule First Class City. The particulars of this lien filing are as follows:

1. Address of lien claimant:

THE CITY OF CASPER, WYOMING
A WYOMING MUNICIPAL CORPORATION
ATTN: CITY MANAGER'S OFFICE
200 NORTH DAVID STREET
CASPER, WY 82601

2. Name and address of person against whose property this lien and claim is being filed:

SECRETARY OF VETERANS AFFAIRS
AN OFFICER OF THE US
3401 W END AVE STE 160
NASHVILLE, TN 37203-1042

3. Amount of claim/lien:

Two Thousand Nine Hundred Dollars and Forty-Four Cents. (\$2,944.51)

4. Basis of this lien claim: Following notice and an opportunity for hearing, The City of Casper, Wyoming abated a nuisance on the following described real property for being in violation of Chapter 8.36 of the Casper Municipal Code, the costs of abatement thereof being the sum of \$2,944.51. This lien is being filed pursuant to Casper Municipal Code Section 8.36.60. Itemized statements for said amount may be obtained from claimant at its above stated address.
5. Date of nuisance abatement: The nuisance on the following described real property was abated by the City of Casper, Wyoming on July 21, 2023.
6. Legal description of the real property, commonly known as 1027 West 14th Street, Casper, Wyoming, on which this Nuisance Abatement Lien is claimed:

THE EAST ONE-HALF OF LOT 1, BLOCK 165, CITY OF CASPER,
NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT
RECORDED NOVEMBER 26, 1917 IN BOOK 18 OF DEEDS, PAGE
363.

7. I, Ray Pacheco, as Mayor of the City of Casper, Wyoming (Claimant) hereby acknowledge under oath and penalty of perjury that the above stated facts are true and correct to the best of my knowledge. I have read, understand, and have complied with all applicable laws and statutes, and have good cause under the Casper Wyoming Municipal code to file this lien.

THE CITY OF CASPER, WYOMING:

By: _____
Ray Pacheco, Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Subscribed in my presence and sworn to before me by Ray Pacheco, as Mayor of the City of Casper, Wyoming, this _____ day of _____, 2023.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

RESOLUTION NO. 23-240

A RESOLUTION AUTHORIZING A NUISANCE AND ABATEMENT LIEN TO BE EXECUTED TO RECOVER COSTS ASSOCIATED WITH THE ABATEMENT OF JUNK AND LITTER LOCATED AT 1027 W 14TH STREET, CASPER, WYOMING, PURSUANT TO CHAPTER 8.36 OF THE CASPER MUNICIPAL CODE.

WHEREAS, on March 29, 2023, the City of Casper Code Enforcement Department inspected a property located at 1027 W 14th Street, Casper, Wyoming, due to the accumulation of junk, creating a public nuisance as defined by Section 8.36.010 of the Casper Municipal Code (“Code”); and,

WHEREAS, between March 29, 2023, and April 11, 2023, Code Enforcement attempted to contact and work with the tenants located at the property, and the tenants failed to make any progress in abating the junk and litter; and,

WHEREAS, on April 11, 2023, notices were provided to the tenants and property owner pursuant to Section 8.36.020 and 8.36.030 of the Code, through certified mail, and on April 17, 2023, code enforcement officers posted physical notices on the property requesting the owners and tenants to abate the nuisance within ten days after receipt of the notice(s); and,

WHEREAS, between April 17, 2023, and July 20, 2023, code enforcement officers made numerous attempts to work with the property owner and tenants who both failed to make any corrective actions to abate the nuisance; and,

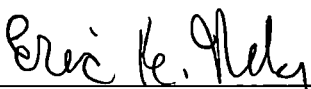
WHEREAS, the City of Casper procured the services of a private contractor to abate the junk, vehicles, and litter, and on July 21, 2023, city staff and AAA landscaping performed the cleanup and secured the structure; and,

WHEREAS, pursuant to Section 8.36.060, costs for abating any vehicles or junk constituting a public nuisance may be assessed against the land or owner.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is authorized to execute, and the City Clerk to attest a Nuisance and Abatement Lien in the amount of two thousand nine hundred and forty-four dollars and fifty-one cents (\$2,944.51).

PASSED, APPROVED AND ADOPTED this _____ DAY OF _____ 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

October 5, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
SUBJECT: Approval of a Professional Services Agreement with Global Spectrum, LP, D/B/A OVG360 for Services to Secure Advertising, Corporate Sponsorships and Naming Rights for City Facilities

Meeting Type & Date

Regular Meeting
October 17, 2023

Action type

Resolution

Recommendation

That Council, by Resolution, approves a Professional Services Agreement with Global Spectrum, LP, D/B/A OVG360 for services to secure outside sales advertising, corporate sponsorships and naming rights for City-owned facilities.

Summary

The City of Casper believes that there is opportunity and interest in the community to secure corporate sponsorships and naming rights at City-owned facilities such as the ice arena, baseball and softball facilities, the aquatics center, outdoor swimming pools, Municipal Golf Course, etc. These sponsorships or naming rights could provide a new and steady revenue stream that would improve the subsidy position of sponsored facilities.

Approval to request proposals from third party companies that specialize in the consultation and solicitation of corporate and local sponsorships for public buildings and events was given by Council in March 2022. The City received proposals from four (4) companies. Proposals were reviewed and evaluated by City staff based on the respondent's understanding of the project, proposed project timeline, experience and qualifications, and cost. After a long vetting process which included a number of interviews and follow-up questionnaires, the company selected to contract with the City, Superlative Group, declined due to securing other clients that left them unable to devote adequate resources to the City of Casper. No contract was awarded as a result of the RFP process.

In the fall of 2022, after the City was unable to secure a contract with Superlative Group, OVG360 submitted a proposal for services for the City's consideration. The current relationship and proven track record of OVG360 at the Ford Wyoming Center and Hogadon Basin Ski Area makes OVG360 a logical partner for soliciting and negotiating advertising, sponsorships and naming

rights for other City facilities. Staff recommends that Council approve an Agreement with OVG360 for these services.

The Agreement secures OVG360 the City's exclusive vendor for outside sales advertising, corporate sponsorships and naming rights. However, this does not include naming rights acquiesced for substantial donation(s) towards a large facility remodel or new construction, such as the 2nd Sheet of Ice at the Casper Ice Arena or a Fort Caspar Museum expansion. It also does not apply to advertising rights provided to non-profit lessees of City facilities for fundraising purposes, as is currently afforded through existing lease agreements with these groups.

The Agreement requires that while OVG360 will solicit and negotiate outside sales advertising, corporate sponsorships, or naming rights, the City of Casper retains final right to approve and responsibility to execute agreements with corporate sponsors, ensuring all agreements are in the best interest of the City.

Financial Considerations

The Agreement is commission based, so payment for services would come from the revenue generated from corporate sponsor agreements. The commission rate is eighteen percent (18%) of the value of a corporate sponsorship secured by OVG360. The proposed agreement also includes a small allowance for sales expenses to promote and secure corporate sponsorships in an amount not to exceed \$2,000 annually. Any expenses over \$2,000 would require prior written approval for reimbursement. Expenses and revenue for any secured corporate sponsorship would be applied to the fund in which the facility's operating expense is incurred.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation and Public Facilities Director

Attachments

None

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. Global Spectrum, LP, a Delaware limited partnership d/b/a OVG360 (f/k/a Spectra Venue Management), (“Consultant”), 150 Rouse Boulevard, Philadelphia, Pennsylvania 19112.

Throughout this document, the City and the Consultant may be collectively referred to as the “parties.”

RECITALS

- A. The City is undertaking a project to generate supplemental revenue for selected City-owned facilities and City events by obtaining corporate sponsorships and naming rights.
- B. The project requires professional services for the evaluation, consultation, solicitation, contracting, and implementation of sponsorships and naming rights.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **DEFINITIONS:**

- A. **Donative Naming Rights** means an entity or individual’s donation of money or other valuable consideration to the City for facility remodel or new construction in exchange for naming rights or advertising at all or a portion of a City facility. For example, the amateur hockey club is currently and actively fundraising ten million dollars for three quarters of the cost of the construction of a second sheet of ice at the Casper Ice Arena, and the City has already given them permission to offer naming rights for sizable donations toward the construction.

- B. **Lessee or Non-Profit Advertising Rights** means advertising at the leased premises of City of Casper facilities by those who lease space at City facilities. For example, the City currently leases Mike Lansing Field to various baseball clubs. They have rights under the lease to place advertising in the baseball stadium at Mike Lansing Field to support their non-profit organization, subject to approval by the City.
- C. **Outside Sales Advertising, Sponsorship and Naming Rights** means any approved advertising, sponsorship or naming rights that are solicited by the Consultant for placement at City facilities that result in a contract for advertising, sponsorship or naming rights between the City an individual or entity; but it does not include Donative Naming Rights or Lessee or Non-Profit Advertising Rights.

2. SCOPE OF SERVICES:

The Consultant shall perform the following services in connection with and respecting the project:

- A. Appoint the Director of OVG Global Partnerships or equivalent level sales or marketing professional at the Ford Wyoming Center as the City's local representative to perform or oversee the professional services detailed in this Contract.
- B. Complete an assessment report summarizing City asset and event evaluations for sponsorship and naming right feasibility as well as estimated or recommended value for naming rights agreements and other sponsorships or revenue generating activities.
- C. Solicit and coordinate meetings with potential sponsors and partners to discuss opportunities. Provide reports of all solicitation activity to the City, regardless of the success of solicitations.
- D. Meet with the City and/or selected partner(s) as necessary to negotiate terms of naming rights and other sponsorship agreements.
- E. Provide written summaries of meetings/proposals and requests for approval regarding naming rights agreements and other sponsorship awards that will generate revenue for the City. For purposes of this Contract, revenue shall include any trade included in sales of commercial rights, with such trade being valued at its retail value in an arms-length transaction. City agrees to provide Consultant with its written approval of proposed agreements, sponsorship awards, or trades within ten (10) business days of any request for approval by the Consultant. In the event the City fails to provide a written response within such ten (10) day period, the request shall be deemed to be approved.

- F. Participate in City staff or public meetings and workshops as necessary to support the recommendations thereof.
- G. Provide guidance and oversight during implementation and activation of the agreements, including but not limited to, dasher board production, vinyl banners, building signage, etc.
- H. In the event of “bundled” partnership agreements or sponsorship awards that include multiple City-owned assets or events, provide detailed accounting to show the proportional share of revenue due to each facility or event.
- I. Consultant shall be the exclusive outside sales agent for Outside Sales Advertising, Sponsorship and Naming Rights. For the sake of clarity, (i) any approved sponsorship, advertising or naming rights agreements will be entered into between the City and the applicable sponsor/naming rights partner; Global Spectrum shall not be a party to such contracts and (ii) Global Spectrum shall not be providing any legal review, advice or assistance under this Contract, it being understood that any legal review, advice or assistance of any sponsorship or naming rights agreement shall be provided by the City’s legal counsel.
- J. The parties will work cooperatively to determine which locations and/or events at City facilities will be available for Outside Sales Advertising, Sponsorship and Naming Rights. Exhibit A, attached and hereby made part of this Contract, provides a list of City facilities that are available, as of the date of Contract execution, for Outside Sales Advertising, Sponsorship and Naming Rights. The list is subject to change at any time. Recognizing that timely communication is essential to the financial interests of the Parties, the City will strive to provide adequate notice of changes regarding the availability of locations and events for outside Sales Advertising, Sponsorships and Naming Rights.

3. CONTRACT TERM:

The term of this Contract shall begin on the Effective Date and shall expire at 11:59 p.m. on June 30, 2025 (“Term”). At the end of the Term, this Contract shall renew automatically for additional one (1) year periods, unless and until either party terminates this Contract effective at the end of any Term year by giving not less than ninety (90) days’ prior written notice to the other party. There is no limit to automatic renewals.

4. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall earn a commission for services performed in accordance with paragraph

1, at a rate of eighteen percent (18%) of the net revenue from all contracted Outside Sales Advertising, Sponsorship and Naming Rights of commercial rights, naming, sponsorships, advertising, etc., excluding Donative Naming Rights, Lessee or Non-Profit Advertising Rights, the Ford Wyoming Center and Hogadon Basin Ski Area, of which such services are separately contracted. The foregoing commission shall be paid for all years of any such contracts secured in substantial part by Consultant (including any renewal years secured in substantial part by Consultant), and any years that extend beyond the term of this Contract, and the terms in this paragraph shall survive termination or expiration of this Contract. Additionally, Consultant shall be reimbursed in an amount not to exceed a sum of \$2,000 per year for any sales expenses including but not limited to travel and entertainment, materials or services related to the scope of work and other required deliverables of this Contract. Any travel and entertainment expenses over \$2,000 will require written approval from the City for reimbursement.

5. METHOD OF PAYMENT:

The City shall notify Consultant of each contract entered into with a sponsor, advertiser or naming rights entity, and shall provide a copy of such contract to Consultant within ten (10) days of execution thereof. Payment to Consultant will be made following receipt of funds from the sponsor/naming rights partner, upon 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.

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.

6. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

7. 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

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
Global Spectrum, LP d/b/a OVG360

By: _____

DocuSigned by:
Brian Rothenberg
By: _____
95EA4B1322FD467...

Printed Name: _____

Printed Name: Brian Rothenberg

Title: _____

Title: EVP and General Counsel

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract by providing thirty (30) days written notice to 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. If the City terminates under this provision of this Contract, Consultant is entitled to any commission on any contract for Outside Sales Advertising, Sponsorship and Naming Rights of commercial rights, naming, sponsorships, advertising, etc., excluding Donative Naming Rights, Lessee or Non-Profit Advertising Rights that the City enters into within the six (6) months after termination, provided that the Consultant substantially contributed to securing the advertising, sponsorships, or naming rights prior to termination of this Contract.

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 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. There shall be no increase in the amount of Consultant's compensation unless approved by Resolution adopted by City.

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 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 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, 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:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. The general aggregate limit shall be twice the required occurrence limit. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

1. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
3. 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.

C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Contract, 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 General Liability and Automobile Liability 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 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*

Consultant hereby grants to City a waiver of any right to subrogation against the City. Consultant agrees to obtain a waiver of subrogation endorsement for General Liability, Automobile Liability and Workers' Compensation.

5. *Deductibles and Self-Insured Retentions*

- a. Any deductibles or self-insured retentions must be declared to the City. Unless otherwise approved by the City in writing, any deductible may not exceed Two Hundred Fifty Thousand Dollars (\$250,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Two Hundred Fifty Thousand (\$250,000), 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.

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, 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*

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*

Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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 Consultant or the City, or the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the other 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 Party 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:

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 Consultant shall perform all of the services for the compensation set forth in this Contract. 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. 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.

Exhibit A
City of Casper Owned Facilities Available for
Outside Sales Advertising, Sponsorships and Naming Rights**

City-owned and Operated Facilities/Amenities*

Casper Recreation Center	Approx. 120 Acres of Parks including:
Casper Ice Arena (also has leases)	<ul style="list-style-type: none">• 44 Named parks with amenities
Casper Family Aquatics Center	<ul style="list-style-type: none">• 54 Playground areas
Mike Sedar Pool/Aqua Park	<ul style="list-style-type: none">• 15 parks with frequently rented shelters/greenspace
Paradise Valley Pool	<ul style="list-style-type: none">• North Platte River access points/boat ramps
Washington Pool	<ul style="list-style-type: none">• 8 tennis courts at 3 locations
Marion Kreiner Pool and Splashpad	<ul style="list-style-type: none">• 1 all abilities park – Wells Park
Casper Municipal Golf Course	<ul style="list-style-type: none">• 3 dog parks – Morad, McKenzie, Horizon
Highland Park Cemetery	<ul style="list-style-type: none">• North Platte Disc Golf Course
Fort Caspar Historic Fort and Museum	<ul style="list-style-type: none">• North Casper Skate Park
40+ miles of hard surface trails	<ul style="list-style-type: none">• Boulderling Park• Veteran’s Park• Wyoming Fallen Veteran’s Memorial

City-owned Leased/Rented Facilities*

North Casper Clubhouse (historic rentable event space)	Crossroads Baseball/Softball Complex
Pronghorn Skeet Shooting Range	North Casper Softball Complex
Hogadon Rentals, Ski School, Ski Patrol	Field of Dreams – Youth Baseball Complex
Stuckenhoff Shooters Complex	13 th and Sycamore (currently fast-pitch softball)
North Casper Soccer Complex	Air Modelers Facility
Washington Park Bandshell	Casper Senior Center
Washington Park Baseball Field	Downtown Parking Structure
George Tani Baseball Field	Mike Sedar BMX Track
Mike Lansing Baseball Stadium	Casper Speedway Race Track
	Boomtown Motocross

*Includes City sponsored events at facilities

**Locations subject to change at any time

RESOLUTION NO. 23-241

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH GLOBAL SPECTRUM, LP D/B/A OVG360 FOR SERVICES TO SECURE ADVERTISING, CORPORATE SPONSORSHIPS AND NAMING RIGHTS FOR CITY FACILITIES.

WHEREAS, the City of Casper and OVG360 have a long-standing management agreement for the Ford Wyoming Center and Hogadon Basin Ski Area that includes services to secure revenue from corporate sponsorships and naming rights; and,

WHEREAS, OVG360 has demonstrated notable success in securing revenue from advertising, sponsorships and naming rights; and,

WHEREAS, the City of Casper desires to secure corporate sponsors for other facilities, including but not limited to, the Casper Ice Arena, baseball and softball facilities, aquatic facilities and the Municipal Golf Course to bolster revenue and improve the subsidy position of sponsored facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and Global Spectrum, LP, D/B/A OVG360 for services to secure advertising, corporate sponsorships and naming rights for City facilities.

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

October 13, 2023

MEMO TO: J. Carter Napier, City Manager 
FROM: Fleur Tremel, City Clerk 77
Jolene Martinez, Assistant to the City Manager
SUBJECT: Wyoming Association of Municipalities Legislative Agenda 2024

Meeting Type & Date

Council Meeting
October 17, 2023

Action type

Minute Action

Recommendation

That Council move the Wyoming Association of Municipalities Legislative Resolutions forward for formal approval.

Summary

Casper is an active member of Wyoming Association of Municipalities (WAM) including discussing and voting on the WAM legislative agenda decisions every year at summer convention. The legislative agenda in the form of the approved WAM resolutions are under consideration by Council. Working in unity with cities and towns throughout the state, especially on the legislative agenda, gives local government the strength of voice needed during the legislature. Influencing and getting legislation passed is the prime way to give cities and towns the ability to chart their own course.

Annually, Council reviews the Wyoming Association of Municipalities' legislative resolutions and authorizes staff advocacy on the WAM legislative topics. The 2024 WAM legislative resolutions are:

- 23-04 Allowing municipalities with small systems and limited populations to subsidize water and sewer systems
- 23-05 Assessing liens and assessments to recover municipal expenses for abating nuisance and dangerous buildings
- 23-06 Allowing a real estate transfer tax
- 23-07 Stimulating action on workforce housing
- 23-09 Amending state statute to set fees for retail liquor licenses at a fair market value
- 23-11 Granting municipalities authority to condemn abandoned property on private real property
- 23-12 Setting records retention policy

On September 12, 2023, City Council was presented with the foregoing WAM resolutions. Jolene Martinez, Assistant to the City Manager, explained the resolutions and Council asked questions and discussed the resolutions. Council indicated support for the WAM Resolutions to move forward for approval. A few Councilors indicated their concerns with the real estate transfer tax resolution, while other Councilor indicated their support solely for the purpose of providing local municipalities with more options and given that control to that level opposed to keeping it at the state level. Councilor Engebretsen asked whether a million-dollar threshold could be added to the resolution. City Manager Napier stated that could be done and Council indicated their support for the resolutions to move forward for approval with the million-dollar caveat added to the real estate transfer.

At the October 3, 2023 Council Meeting, Council removed the WAM Resolutions from the consent minute action items and postponed the item to the October 17, 2023 meeting. Council indicated that they would like more information on WAM Resolution 23-06-Allowing a real estate transfer tax.

One of the most persistent issues for Wyoming municipalities is the ability to secure revenue. Two reports on municipal finance commissioned by WAM have been completed and provide a strong overview and summary of the revenue barriers facing Wyoming municipalities. Three of the seven resolutions approved at summer convention could provide some local revenue options, should they pass the legislature and should local councils choose to implement any of them: 23-05, 23-06, and 23-09. They may have the ability to lead the way to other local revenue options in the future.

At the October 10, 2023, work session Council indicated that they would like to remove the 1-million-dollar caveat and vote on the resolutions separately.

At this time, Staff is recommending that Council move these resolutions forward for formal approval.

Financial Considerations

No cash outlay from the City will be required, though it will require City staff time.

Oversight/Project Responsibility

Fleur Tremel, City Clerk

Attachments

WAM Resolutions

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

September 28, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Ethan Yonker, P.E., Risk Manager
Tracey L. Belser, Support Services Director *TLB*
SUBJECT: Casper's Council of People with Disabilities New Member Appointment

Meeting Type & Date

Council Meeting
October 17, 2023

Action type

Minute Action

Recommendation

That Council, by Minute Action, appoint one (1) new member to Casper's Council of People with Disabilities for a term of three (3) years beginning October 17, 2023.

Summary

Casper's Council of People with Disabilities (CCPD) bylaws require that the City Council advisory group maintain between twelve and sixteen active members. Several members of the Council have stepped down and asked to be removed from the membership list due to conflicting schedules and responsibilities. To fill this voting member vacancy, the CCPD will advertise for those vacancies. The CCPD has also reviewed applications that were provided during the last membership drive, and the CCPD Chairperson recommends the appointment of the following individual by City Council. The recommended appointee is:

1. Sarah Bieber

Financial Considerations

None

Oversight/Project Responsibility

CCPD Chair and City of Casper CCPD Representative(s)

Attachments


CCPD Officer and Membership List


**CCPD Officer and Membership List
10/17/2023**

Voting Members:

	<u>Name</u>	<u>Role</u>	<u>End of Term</u>
1	Marty Wood	Member	11/17/2024
2	Stephanie Singer	Member	11/17/2024
3	Austin Berlin	Vice-Chair	5/26/2025
4	Bonnie Wilson	Chairperson	5/26/2025
5	John Wall	Member	5/26/2025
6	Linda Jones	Member	5/26/2025
7	Dawn Lacko	Member	11/1/2025
8	Scotia Sutherland	Member	11/1/2025
9	Charles Fritz	Member	12/20/2025
10	Teka Perry	Member	4/18/2026
11	Ardell Breed	Member	4/24/2026
12	Maureen Barnes	Secretary	4/24/2026
13	Sarah Bieber	Member	10/17/2026
14	Ethan Yonker	Treasurer	N/A
15			
16			

September 25, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Motorola Portable Radio Purchase in the amount of \$74,385.31 off of the Wyoming State Bid for 14 Mobile Radios.

Meeting Type & Date

Regular Council Meeting
October 2023

Action Type

Minute Action

Recommendation

That Council, by minute action, approve the purchase of 14 Motorola All Band Portable Radios from Motorola Solutions in the amount of \$74,385.31.

Summary

The Casper Fire-EMS Department Capitals Project 1018022018 (All Band Portable Radios) was approved for FY24 in the amount of \$74,415 to purchase mobile radios to replace current radios that have reached the end of their service life. This purchase utilizes the State of Wyoming Motorola Solutions, Inc. WYOLINK Purchasing Contract #36476.

Financial Considerations

\$74,415 in approved FY23 capitals funds utilizing \$7,800 in 1%16 funds and \$66,615 in 1% 17 Funds.

Oversight/Project Responsibility

Deputy Chief Jason Speiser

Attachments

Motorola Solutions Quote.

Billing Address:
 CASPER FIRE EMS DEPT, CITY
 OF
 200 N DAVID ST
 CASPER, WY 82601
 US

Shipping Address:
 CASPER FIRE DEPARTMENT
 200 NORTH DAVID STREET
 CASPER, WY 82601
 US

Quote Date:09/13/2023
Expiration Date:11/12/2023
Quote Created By:
 Chris Hadlock
 Account Executive
 chris@comtechradio.com
 3072586208

End Customer:
 CASPER FIRE EMS DEPT, CITY OF

End Customer Address:
 Casper Fire Department
 200 N. David
 Casper, WY 82601
 US

Contract: 36476 - WYOLINK
Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX 8000 ALL BAND PORTABLE MODEL 3.5 RUGGED	2		\$5,193.65	\$10,387.30
1	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	2	\$7,774.00	\$2,705.56	\$5,411.12
1a	H869BW	ENH: MULTIKEY	2	\$363.00	\$156.09	\$312.18
1b	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	2	\$567.00	\$243.81	\$487.62
1c	Q361AN	ADD: P25 9600 BAUD TRUNKING	2	\$330.00	\$141.90	\$283.80
1d	QA02006AC	ENH: APX8000XE RUGGED RADIO	2	\$880.00	\$584.00	\$1,168.00
1e	QA00580AA	ADD: TDMA OPERATION	2	\$495.00	\$212.85	\$425.70
1f	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	2	\$879.00	\$377.97	\$755.94
1g	QA05509AA	DEL: DELETE UHF BAND	2	-\$800.00	-\$344.00	-\$688.00
1h	Q887AU	ADD: 5Y ESSENTIAL SERVICE	2	\$306.00	\$131.58	\$263.16



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products
 Motorola Solutions, Inc : 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1i	QA09001AB	ADD: WIFI CAPABILITY	2	\$330.00	\$141.90	\$283.80
1j	QA09000AA	ADD: DIGITAL TONE SIGNALING	2	\$165.00	\$120.45	\$240.90
1k	H38BS	ADD: SMARTZONE OPERATION	2	\$1,650.00	\$709.50	\$1,419.00
1l	QA07682AA	ADD: SMARTCONNECT	2	\$0.00	\$0.00	\$0.00
1m	QA09113AB	ADD: BASELINE RELEASE SW	2	\$0.00	\$0.00	\$0.00
1n	QA01427AG	ALT: APX8000/XE HOUSING GREEN	2	\$28.00	\$12.04	\$24.08
	APX™ 8000 Series	APX 8000 ALL BAND PORTABLE MODEL 3.5 RUGGED	12		\$4,607.13	\$55,285.56
2	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	12	\$7,774.00	\$2,705.56	\$32,466.72
2a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	12	\$567.00	\$243.81	\$2,925.72
2b	Q361AN	ADD: P25 9600 BAUD TRUNKING	12	\$330.00	\$141.90	\$1,702.80
2c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	12	\$0.00	\$0.00	\$0.00
2d	QA02006AC	ENH: APX8000XE RUGGED RADIO	12	\$880.00	\$584.00	\$7,008.00
2e	QA00580AA	ADD: TDMA OPERATION	12	\$495.00	\$212.85	\$2,554.20
2f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	12	\$184.00	\$79.12	\$949.44
2g	QA05509AA	DEL: DELETE UHF BAND	12	-\$800.00	-\$344.00	-\$4,128.00
2h	QA09001AB	ADD: WIFI CAPABILITY	12	\$330.00	\$141.90	\$1,702.80
2i	QA09000AA	ADD: DIGITAL TONE SIGNALING	12	\$165.00	\$120.45	\$1,445.40
2j	H38BS	ADD: SMARTZONE OPERATION	12	\$1,650.00	\$709.50	\$8,514.00
2k	QA07682AA	ADD: SMARTCONNECT	12	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ # 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2l	QA09113AB	ADD: BASELINE RELEASE SW	12	\$0.00	\$0.00	\$0.00
2m	QA01427AG	ALT: APX8000/XE HOUSING GREEN	12	\$28.00	\$12.04	\$144.48
3	NNTN8863A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG	14	\$169.56	\$67.51	\$945.14
4	PMMN4132A	ACCESSORY KIT,XVE500 REMOTE SPEAKER MIC, HIGH IMPACT GREEN WITH KNOB	14	\$680.40	\$496.69	\$6,953.66
5	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	5	\$222.92	\$162.73	\$813.65

Grand Total **\$74,385.31(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



October 2, 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: Change of Corporate Ownership for Bar and Grill No. 8, Marco's Coal Fired Pizza Casper, LLC d/b/a Racca's Pizzeria Napoletana, Located at 430 South Ash Street.

Meeting Type & Date
Regular Council Meeting
October 17, 2023

Action type
Minute Action

Recommendation
That Council, by minute action, acknowledge a change in corporate ownership for Marco's Coal Fired Pizza Casper, LLC, d/b/a Racca's Pizzeria Napoletana, located at 430 South Ash Street.

Summary
The City has received notice of a change in ownership for the corporation that holds Bar and Grill Liquor License No. 8, Marco's Coal Fired Pizza Casper, LLC, d/b/a Racca's Pizzeria Napoletana, located at 430 South Ash Street.

Bar and Grill Liquor License No. 8 is owned by Mark and Kristy Dym, each having 50% of the membership interest. On October 18, 2023, Rachel Mondle will become the new owner having 100% of the membership interest. Marcos Coal Fired Pizza Casper, LLC, d/b/a Racca's Pizzeria Napoletana will remain the license holder at this address.

Ordinance 5.08.060 (A) states that corporate and limited liability company licensees and permittees shall advise the city council within thirty days in writing of any change in the information in any application required under this chapter. The city shall provide the commission with a copy of the notification of change. The State Liquor Commission has been notified.

Financial Considerations
N/A

Oversight/Project Responsibility
Carla Mills-Laatsch, Licensing Specialist

Attachments

Letter from Marco's Coal Fired Pizza Casper, LLC

City of Casper
Liquor License Division
City of Casper City Council

RE: Change of Ownership Marco's Coal Fired Pizza Casper, LLC

To the City Council Members and staff of the Liquor License Division

Mark Dym and Kristy Dym are the current members and owners of Marco's Coal Fired Pizza Casper, LLC ("Marco's). Under a Membership Interest Purchase Agreement which will close on October 18, 2023, all of the membership interest in Marco's will transfer to Rachel Mondle as the Buyer of the Membership Interest. Rachel Mondle has been associated with Marco's as the general manager. This is a change of ownership in a Company that holds a City of Casper Liquor License. The holder of said liquor license will remain with Marco's. We request approval of the change of ownership in Marco's.

BUYER

Rachel Mondle

09/28/2023

Rachel Mondle

SELLER:

Mark Dym

09/28/2023

Mark Dym

Kristy Dym

09/28/2023

Kristy Dym

09/19/2023

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

FROM: Jill Johnson, Financial Services Director *JJ*
Brandy Coyle, Account Receivable Supervisor *BC*

SUBJECT: Authorize the discharge of local assessment district lien regarding 2904 Coulter Drive, Casper, Wyoming in the amount of \$4,247.54.

Meeting Type & Date

Regular Council Meeting
October 17, 2023

Action Type

Minute action

Recommendation

That Council, by Minute Action, authorize the discharge of uncollectible local assessment district lien regarding 2904 Coulter Drive in the amount of \$4,247.54.

Summary

Wyoming State Statute 16-4-502 specifies that amounts owed to the City can be discharged by the City Council upon certification of those accounts to the City Council by the City Manager. This local assessment district lien meets the certification requirement, which requires that an account be uncollectible by means of collection efforts being exhausted, death, or bankruptcy.

Staff is always cautious about releasing any debt as uncollectible. The City Attorney's Office worked diligently to collect on many overdue local assessment district liens and has deemed this one uncollectible. It has become exceedingly unlikely that additional effort expended on collection will result in any additional payments.

Financial Considerations

No future collection of local assessment district lien related to 2904 Coulter Drive will be pursued.

Oversight/Project Responsibility

Brandy Coyle, Accounts Receivable Supervisor

Attachments

None