

COUNCIL MEETING AGENDA

Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, November 21, 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.

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AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES
 - A. Consent
 1. Consideration of **Minutes of the November 7, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on November 18, 2023.
 2. Consideration of the **Minutes of the November 7, 2023 Executive Session**.
4. CONSIDERATION OF BILLS AND CLAIMS
5. BRIGHT SPOT: POLICE DEPARTMENT CALEA ACCREDITATION
6. COMMUNICATIONS
 - A. From Persons Present
7. ESTABLISH DATES OF PUBLIC HEARINGS
 - A. Consent
 1. Establish December 5, 2023 as the Public Hearing Date for Consideration of:
 - a. Amending Chapter 2.64 of the Casper Municipal Code – **Removal or Censor of Public Officials**.
8. PUBLIC HEARINGS
 - A. Ordinances
 1. Ordinance Approving a **Zone Change** of Lots 59 and 60, "**Longview Addition No. 2**" and Lot 9A of the "**Lot 9A & Lot 9B, Luker Addition**" from **PUD (Planned Unit Development) to C-2 (General Business)**.
 2. An Ordinance **Amending Chapter 15.12** of the Casper Municipal Code, **Board of Examiners and Appeals, and Contractor Licensing**.

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3. An Ordinance Approving a Plat and Zone Change for the Proposed **Lower Brothers Addition Subdivision**.

9. RESOLUTIONS

A. Consent

1. Authorizing a Contract Between the City of Casper and Civil Engineering Professionals Inc. for the **Western Gateway Corridor Enhancement Study: Phase 2**.
2. Authorizing **Amendment No. 2** for the Operator-Led Cleanup Landfill Remediation Agreement with the **Wyoming Department of Environmental Quality (WDEQ)** for the **Closed Casper Bafill Remediation Project**.
3. Authorizing a Storm Sewer and Right of Way Easement Agreement Accepting Three **(3) Storm Sewer Easements from Benjamin Hansuld for the Eagle Valley Phase 2 Subdivision**.
4. Authorizing **Change Order No. 4** to the Agreement with **Melgaard Construction Company, Inc.**, for \$11,772.31 and a Time Extension for **the Casper Regional Landfill Cell 5 Construction**, Project No. 21-012.
5. Authorizing a Procurement of Goods Agreement with **Metta Technologies, Inc.** for the **2023 Solid Waste Portable Litter Fencing**, Project No. 23-029.
6. Authorizing an Agreement with JTL Group, Inc., dba **Knife River**, for the **College Drive Improvements**, Project No. 21-060.
7. Authorizing Submission of an Application to the **Land and Water Conservation Fund Grant Program**.
8. Authorizing a Contract for Professional Services and Funding Agreement with **HTG Architects and the Casper Amateur Hockey Club** for the design of the **Casper Ice Arena Expansion Project**.
9. Authorizing a **Lease Agreement with Casper Mountain Racers Association** for the Operation of the **Casper Speedway**.
10. Authorizing a Contract for Professional Services with **RDG Planning & Design, Inc.**, for the Development of a Casper Area **Parks and Recreation Master Plan**.
11. Authorizing Annual **Leadership Selection Process**.

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12. Authorizing **Amendment No. 1** to the Cooperative Agreement Between the **Wyoming Department of Transportation** and City of Casper for the Casper Project STP-E-I254170, **Interstate 25 Marginal, Phase 1 of the Enhancements of the I-25 Casper Marginal Project**, No. 21-027.
13. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** for the City of Casper Project ARSCT I254A03, **Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project)**, No. 21-027).
14. Authorizing an Agreement with **Installation & Service Company, Inc.**, for the **Shannon Drive and 8th Street Repairs**, Project No. 21-053.

10. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

11. ADJOURN INTO EXECUTIVE SESSION – ATTORNEY-CLIENT PRIVILEGE, LAND & PERSONNEL

12. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

- 6:00 p.m. Tuesday, December 5, 2023 – The Lyric
- 6:00 p.m. Tuesday, December 19, 2023 – The Lyric

Work Sessions

- 4:30 p.m. Tuesday, November 28, 2023 – The Lyric
- 4:30 p.m. Tuesday, December 12, 2023 – The Lyric

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

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COUNCIL PROCEEDINGS
 Regular Council Meeting - The Lyric
 November 7, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 7, 2023. Present: Councilors Gamroth, Bond, Pollock, Cathey, Sutherland, Haskins, Vice Mayor Engebretsen, and Mayor Pacheco.

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

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. CONSENT MINUTE ACTION

Moved by Councilor Bond, seconded by Councilor Cathey to, by consent minute action, approve the minutes of the:

1. October 17, 2023 Regular Council Meeting, as published in the Casper Star Tribune on November 4, 2023;
2. October 17, 2023 Executive Session No. 1;
3. October 17, 2023 Executive Session No. 2; and,
4. October 24, 2023 Special Council Meeting, as published in the Casper Star Tribune on November 4, 2023;

Councilor Sutherland abstained from voting on Item 3.A.2. Motion passed.

4. APPROVAL OF GENERAL BILLS & CLAIMS

Moved by Councilor Pollock, seconded by Councilor Haskins to, by minute action, approve payment of the November 7, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

<u>General Bills & Claims 11/07/23</u>		
307Shrdng	Services	75.00
6HGroup	Goods	861.20
71Const	Goods	13,094.94
ADeniz	Reimb	247.57
AHolman	Reimb	10.68
AMartinez	Reimb	206.66
ASundell	Reimb	154.50
AAALndscpng	Services	6,867.42
AccntPckgng	Goods	2,769.66
Airgas	Goods	3,132.16
AirInnvtns	Services	642.50
AllAmrcnSprts	Goods	2,493.92
AllncElctrc	Services	4,787.15

AllntInsrnc	Services	794.89
AllTrees	Services	500.00
Alsco	Services	2,658.02
AMBI	Services	1,631.93
AmrTech	Services	46,520.44
AmrcnTitle	Goods	375.00
AT&T	Services	34,565.03
AtlntcElctrc	Services	1,737.60
Atlas	Goods	6,261.99
Atmtn&Elctrncs	Services	24,792.50
AyresAssoc	Services	9,388.82
BrgnEllngsn	Goods	37.82
BslnEngnrng	Services	17,553.33
BlkHillsEnrgy	Utilities	12,537.42
BlkmnPrpn	Goods	437.93
BrntagPac	Goods	34,221.81
Brian'sGoTo	Services	281.52
BrdRchHlth&Wellness	Services	375.00
BdgtBlndsOfCspr	Goods	268.00
Brns&McDnlEngnrng	Services	13,746.68
CRickett	Reimb	63.58
CptlBusnsSystem	Services	61.80
CarusCorp	Goods	10,098.00
CsprBldngSystems	Services	622,985.56
CsprNCHealth	Services	143,750.01
CsprStrTrb	Services	315.52
CsprTire	Services	3,345.00
CsprVtrnry	Services	448.38
CWRWS	Goods	967,519.12
CntryLnk	Utilities	15,799.70
CH2MHill	Services	15,917.85
ChlkButtesLndscpng	Services	251.90
ChpmnVldz&Lnsng	Services	2,000.00
CtyCspr	Services	668,425.79
CivilEngnrng	Services	35,742.81
CMITeco	Services	60,723.93
CommTech	Services	1,450.32

CmprsnLeasng	Services	6,334.00
CnsnsCldSltns	Services	197.06
Cnvrn	Goods	64,363.30
CoreMain	Goods	764.48
CowboySplyHse	Goods	343.41
CPSDstrbtrs	Goods	224.13
CrimeScnInfo	Services	122.00
CrwnCnstrctn	Services	115,192.25
CrumElctrcSply	Goods	4,587.56
CurryGrageDoor	Services	5,237.50
DFinn	Reimb	130.49
DlcoInd	Goods	155.00
DKpnr	Services	24,033.77
Datamrs	Services	2,952.36
DckrAuto	Services	451.14
DnvrIndstrlPmps	Goods	272.00
DscntDoors-Garage	Services	3,298.73
DLTSltns	Services	6,360.40
DPCIndstrs	Goods	26,216.87
EatonSlS&Svc	Services	501.69
EcnmcDvlpmnt	Services	111,534.25
EdgEngnrng	Services	780.00
EnrgyLabs	Services	5,905.00
EngnrngDsgn	Services	337.50
ESOSltns	Goods	2,607.46
ExpSvcs	Services	17,121.32
FlsbrgHolt&Ullevig	Services	2,918.42
FrgsnEnt	Goods	4,434.60
FIB	Goods	81.00
FlyCsprAlnc	Services	50,000.00
FtClnsWhlslNrsry	Goods	6,784.00
Galloway&Co	Services	4,787.50
Galls	Goods	1,344.68
GHPhippsWyo	Services	208,215.88
GloblSpctrm	Services	74,537.47
Grngr	Goods	36.72
GrnrMotr	Services	1,102.21

Hach	Goods	301.40
HrdlnEquip	Services	2,460.63
HDREngnrng	Services	16,538.80
Hillhse	Goods	148.76
Hollnd&Hart	Services	1,500.00
Homax	Goods	97,461.67
HonnenEquip	Services	2,076.52
HydroOptmztn	Services	783.00
IHill	Reimb	34.88
IME	Services	855.30
Instltn&Svc	Services	348,462.71
IntrwstPaper	Services	2,016.57
ITCElctrc	Services	896.40
JDCInvstgtns	Services	3,650.00
JonasSftwr	Services	349.00
KCline	Reimb	150.00
KHaymond	Reimb	150.00
KOwens	Reimb	45.00
KtlThorstenson	Services	65,308.36
Kinsco	Goods	6,310.48
KnfRvr	Goods/Services	27,880.25
KncklDrgrTctics	Services	2,332.00
Kone	Services	28,740.00
LFritzler	Reimb	42.00
LIselin	Reimb	154.99
LWood	Reimb	150.00
LawsnPrdcts	Services	900.00
Lisa'sSpcNSpn	Services	420.00
LbrctnEngnrs	Goods	736.76
MtrnFarnier	Goods	4,150.00
MchlsFence	Goods	100.00
MLAuto	Services	518.00
MoblCncrte	Goods	514.00
MonsnIntrlSrv	Services	5,469.16
MotorlaSltns	Services	9,457.67
MtnAlrmFire&Scrty	Services	341.65
MtnStsPipe	Goods	17,845.51

NCHOJ	Services	13,205.10
NCSO	Services	7,500.00
Norco	Goods	1,202.44
NWstContr	Goods	2,116.46
NtchSpclts	Goods	2,291.36
OneCall	Services	63.75
OvrHeadDr	Services	1,069.86
PaceAnlytclSrvcs	Services	625.00
Pedens	Goods	3,848.92
Pepsi	Goods	808.30
PtrbltOfWyo	Services	5,221.05
PinnclCnstrctn	Services	11,641.25
PstlPros	Services	7,910.48
PwrSrvc	Services	260.00
RGrauberger	Reimb	150.00
RapidFirePrtctn	Services	11,810.00
RckyMtnAirSltns	Goods	4,363.47
RckyMtnPwr	Utilities	270,495.41
RckyMtnFireSystms	Services	203.08
RootrSwr	Services	4,638.18
SJohnston	Goods	100.00
SKeegan	Reimb	415.44
Sawyer	Services	301.94
SheetMtlSpclts	Services	4,592.00
ShrwnWlms	Goods	44.57
ShoshneDstrbtng	Goods	1,124.50
SkylneRnchs	Services	200.82
Smrsh	Services	2,181.40
StOfWyo	Services	3,591.67
StatelineNo7	Services	29,483.85
SummitElctrc	Services	1,397.39
SummitFire&Scrty	Services	3,146.92
SWI	Services	655.33
SolidWstAssoc	Dues	245.00
TCane	Reimb	150.00
TEdwards	Reimb	1,295.98
TheWash	Services	9.96

ThomsnReutrs	Goods	865.71
TopOffc	Goods	352.45
TwnOfBarNunn	Goods	109.55
TretoCnstrctn	Services	479,275.68
TriStTrk&Eqpmnt	Services	24,461.58
VrznWrIs	Services	2,568.73
VoiancLanguageSrvc	Services	103.32
VRC	Services	551.89
WBeer	Reimb	114.18
Wamco	Services	1,100.00
WtrTech	Goods	21,471.23
WstrnBusSoltns	Services	700.00
WstrnSign&Design	Services	1,001.00
WWCEngnrng	Services	2,661.50
WstLndPrk	Services	1,638.25
WH	Services	6,897.90
WndrvrEnvrnmntlSltns	Services	10,424.03
WLCEngnrng	Services	56,614.15
WyoDOT	Services	640.51
WyoMchnry	Refund	27,237.97
WyoWtrQuality&Pollutn	Services	1,125.00
Xerox	Goods	196.96
YamahaMtrFinance	Goods	5,250.00
Total		5,240,168.45

5. BRIGHT SPOTS IN OUR COMMUNITY – AMERICAN LEGION POST 2 MEMORIAL

Mayor Pacheco introduced David Welch and other members of the American Legion, to discuss the American Legion Post 2 Memorial. Mr. Welch thanked all of the contributors to the memorial, including the City of Casper. He explained that the memorial displays the names of all fallen veterans who have died during their service since the Spanish American War. Mayor Pacheco thanked all members present for their service to our country.

6. EPILEPSY FOUNDATION PROCLAMATION

Mayor Pacheco invited Savannah Bottger to accept a proclamation, proclaiming November 2023 as Epilepsy Awareness Month for the City of Casper. Ms. Bottget then spoke about the impact epilepsy has had in her life and how accepting and helpful the Casper community has been to her. Mayor Pacheco thanked her for her advocacy surrounding epilepsy.

7. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council was: Linda Crab, regarding mental health resources for homeless individuals.

8.A.1. ESTABLISH DATES OF PUBLIC HEARING

Moved by Councilor Cathey, seconded by Councilor Haskins, to, by minute action, establish November 21, 2023, as the public hearing date for:

- a. An ordinance amending Chapter 15.12 of the Casper Municipal Code, board of Examiners and Appeals, and contractor licensing; and,
- b. An ordinance approving a plat and zone change for the proposed Lower Brother Addition Subdivision.

Motion passed.

9.A. CANCEL & RE-ESTABLISH PUBLIC HEARING – ORDINANCE

Mayor Pacheco explained that staff requested that the public hearing for an ordinance for a zone change of 350 & 410 SE Wyoming Blvd be cancelled and re-established. Moved by Councilor Cathey, seconded by Councilor Bond, to cancel the public hearing for tonight and re-establish the public hearing for November 21, 2023. Councilor Gamroth abstained from voting. Motion passed.

9.B.1. PUBLIC HEARING – MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of new Bar & Grill Liquor License No. 14 for MTB Entertainment Group LLC, dba America, located at 119 South Center Street.

City Attorney Nelson entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated October 23, 2023; Casper Star-Tribune Proof of Publication, published on October 19th and 24th, 2023; a liquor license application filed September 22, 2023; and an affidavit of website publication, dated November 2, 2023. City Manager Napier gave a brief report, which he stated would apply to all three bar and grill liquor license public hearings tonight.

Speaking in favor of the transfer was: Pete Maxwell (speaking on this item as well as the next item for Bar & Grill Liquor License No. 15). There were no citizens to speak against the item. The public hearing was closed.

Moved by Vice Mayor Engebretsen, seconded by Councilor Bond to, by consent minute action authorize the issuance of new Bar & Grill Liquor License No. 14 for MTB Entertainment Group LLC, dba America, located at 119 South Center Street. Councilor Pollock abstained from voting. Motion passed.

9.B.2. PUBLIC HEARING – MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of new Bar & Grill Liquor License No. 15 for MTB Entertainment Group LLC, dba Rialto, located at 100 East 2nd Street.

City Attorney Nelson entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated October 23, 2023; Casper Star-Tribune Proof of Publication, published on October 19th and 24th, 2023; a liquor license application filed September 22, 2023; and an affidavit of website publication, dated November 2, 2023.

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

Moved by Councilor Haskins, seconded by Vice Mayor Engebretsen to, by consent minute action authorize the issuance of new Bar & Grill Liquor License No. 15 for MTB Entertainment Group LLC, dba America, located at 100 East 2nd Street. Councilor Pollock abstained from voting. Motion passed.

9.B.3. PUBLIC HEARING – MINUTE ACTION

Mayor Pacheco opened the public hearing for the consideration of new Bar & Grill Liquor License No. 16 for Old Town Family Fun, located at 301 West E Street.

City Attorney Nelson entered four (4) exhibits: correspondence from Fleur Tremel to J. Carter Napier, dated October 23, 2023; Casper Star-Tribune Proof of Publication, published on October 19th and 24th, 2023; a liquor license application filed September 28, 2023; and an affidavit of website publication, dated November 2, 2023.

Speaking in favor of the transfer was: Julie Ann Harvey, owner of Old Town Family Fun. There were no citizens to speak against the item. The public hearing was closed.

Moved by Vice Mayor Engebretsen, seconded by Councilor Bond to, by consent minute action authorize the issuance of new Bar & Grill Liquor License No. 16 for Old Town Family Fun, LLC, dba Old Town Family Fun, located at 301 West E Street. Councilor Pollock abstained from voting. Motion passed.

10.A. THIRD READING ORDINANCE

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 Haskins presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Pollock. There was no public comment, discussion, amendments, or abstentions. Motion passed unanimously.

10.B. THIRD READING ORDINANCE

Following ordinance read:

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

Councilor Cathey presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Sutherland. There was no public comment, discussion, amendments, or abstentions. Motion passed unanimously.

10.C. THIRD READING ORDINANCE

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 Gamroth presented the foregoing ordinance for approval and adoption on third reading. Seconded by Councilor Pollock. There was no public comment and no discussion.

Councilor Cathey moved to amend Section 17.104.170 by adding subparagraph F to read as follows:

F. It is unlawful to camp on or in any public property in the city of Casper, unless permitted by any person or person designated by the public entity which owns the public property or in a designated campground of the public entity. Seconded by Councilor Sutherland. Motion passed unanimously.

There were no further amendments. Mayor Pacheco then called for a vote on the ordinance as amended. Motion passed unanimously.

11. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-243

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CROWN CONSTRUCTION, LLC, FOR THE COMPOST YARD BUILDING UPGRADES, PROJECT NO. 22-081.

RESOLUTION NO. 23-244

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 WITH CROWN CONSTRUCTION LLC, FOR THE CASPER REGIONAL LANDFILL LEACHATE FORCE MAIN EXTENSION, PROJECT NO. 21-012B.

RESOLUTION NO. 23-245

A RESOLUTION AUTHORIZING AMENDMENT NO. 5 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STATE LINE NO. 7 ARCHITECTS, FOR DESIGN AND ASBESTOS ABATEMENT SERVICES FOR THE CITY HALL RENOVATIONS AND ADDITION (PROJECT SAFE), PROJECT NO. 20-004.

RESOLUTION NO. 23-246

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE SAM H. HOBBS WWTP MCC REPLACEMENTS, PROJECT NO. 17-081.

RESOLUTION NO. 23-247

A RESOLUTION AUTHORIZING AMENDMENT NUMBER ONE TO THE TRANSPORTATION ALTERNATIVES PROGRAM SUBRECIPIENT AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND THE CITY OF CASPER.

RESOLUTION NO. 23-248

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER IN THE AMOUNT OF \$14,491.94.

RESOLUTION NO. 23-249

A RESOLUTION RESCINDING AND REPLACING RESOLUTION NO. 22-121 – A RESOLUTION ADOPTING THE CITY OF CASPER PARKING MANUAL AND ESTABLISHING APPLICATION FEES, PERMIT FEES, AND FINE SCHEDULES PERTAINING TO PARKING.

Councilor Bond presented the foregoing eight (8) consent resolutions for adoption. Seconded by Councilor Pollock. Councilor Cathey abstained from voting on Resolution No. 23-246. Motion passed.

12. CONSENT MINUTE ACTION

Moved by Councilor Gamroth, seconded by Councilor Bond to, by consent minute action, authorize the purchase of portable handheld radios, in the total amount of \$36,527.09, for use in the Casper Solid Waste Division. Motion passed unanimously.

13. INTRODUCTION OF MEASURES AND PROPOSALS

Councilors spoke on meetings and events they attended as well as matters of public interest. Councilor Haskins discussed her liaison meeting with Municipal Judge Martinez. She stated that Judge Martinez is on the front lines dealing with problematic homeless individuals and is asking for assistance providing bus ticket money when requested and also brought up the issue of mercy housing. She also discussed the long wait time she has seen for mental health evaluations, and asked if there are other places we could send individuals to be evaluated. City Attorney Nelson stated that the Judiciary Committee has met regarding funding for transportation services related to homeless individuals.

14. ADJOURN INTO EXECUTIVE SESSION

Mayor Pacheco stated that security had been removed from the executive session agenda. At 6:57 p.m., it was moved by Councilor Gamroth, seconded by Councilor Pollock, to adjourn into executive session to discuss matters related to litigation and land acquisition as well as an attorney-client privileged matter. Motion passed unanimously.

At 7:59, it was moved by Councilor Cathey, seconded by Councilor Pollock, to adjourn the executive session. Motion passed.

15. ADJOURNMENT OF REGULAR MEETING

Moved by Councilor Cathey to adjourn the regular Council meeting. Seconded by Councilor Haskins. Motion passed unanimously. The meeting was adjourned at 8:00 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for November 21, 2023

#5714 EVERYDAY STORE

#5714 EVERYDAY STORE	Police Administration	AUTOMATED FUEL DISPENSERS fuel for FBI C	\$66.76
#5714 EVERYDAY STORE - Total For Police Administration			\$66.76
#5714 EVERYDAY STORE - ALL DEPARTMENTS			\$66.76

19TH HOLE RESTAURANT

19TH HOLE RESTAURANT	City Manager	EATING PLACES, RESTAURANTS	\$39.56
19TH HOLE RESTAURANT - Total For City Manager			\$39.56
19TH HOLE RESTAURANT - ALL DEPARTMENTS			\$39.56

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Parks Maint.	Event Center Box Office Rebuild	\$27.03
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Event Center Box Office Rebuild	\$69.30
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Christmas Lights	\$1,301.21
2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.			\$1,397.54
2530 - CPS DSTRBTRS	Parks - Special Areas	Christmas Lights	\$655.99
2530 - CPS DSTRBTRS - Total For Parks - Special Areas			\$655.99
2530 - CPS DSTRBTRS	Weed & Pest Fund	marking paint	\$19.04
2530 - CPS DSTRBTRS	Weed & Pest Fund	shop supplies	\$23.78
2530 - CPS DSTRBTRS - Total For Weed & Pest Fund			\$42.82
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$2,096.35

3D SPECIALTIES

3D SPECIALTIES	Traffic Control	Street Signage Materials	\$3,375.80
3D SPECIALTIES	Traffic Control	Street Signage Materials	\$2,239.35
3D SPECIALTIES - Total For Traffic Control			\$5,615.15
3D SPECIALTIES - ALL DEPARTMENTS			\$5,615.15

4IMPRINT, INC

4IMPRINT, INC	Rec Center - Classes	CRC DFS Grant Summer Camp Bags, shirts	\$4,440.37
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4IMPRINT, INC - Total For Rec Center - Classes			\$4,440.37
4IMPRINT, INC - ALL DEPARTMENTS			\$4,440.37

4TE ALARM SERVICES

4TE ALARM SERVICES	Rec Center - Operations	CRC Door Repair	\$216.25
4TE ALARM SERVICES - Total For Rec Center - Operations			\$216.25
4TE ALARM SERVICES - ALL DEPARTMENTS			\$216.25

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Capital Projects Fund	PD Impound Lot Improvements	\$215,279.50
71 CONSTRUCTION, INC - Total For Capital Projects Fund			\$215,279.50
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$1,292.20
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$376.74
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$475.93
71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$589.68
71 CONSTRUCTION, INC - Total For Streets			\$2,734.55
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$218,014.05

911 SAFETY EQUIPMENT

911 SAFETY EQUIPMENT	Fire-EMS Operations	Duct Cleaning at Station 2	\$385.24
911 SAFETY EQUIPMENT - Total For Fire-EMS Operations			\$385.24
911 SAFETY EQUIPMENT - ALL DEPARTMENTS			\$385.24

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	Balefill - Disposal & Landfill	Mailing / Postage Service for October	\$57.92
A.M.B.I. & SHIPPING, - Total For Balefill - Disposal & Landfill			\$57.92
A.M.B.I. & SHIPPING,	City Attorney	Mailing / Postage Service	\$44.05
A.M.B.I. & SHIPPING, - Total For City Attorney			\$44.05
A.M.B.I. & SHIPPING,	City Manager	Mailing / Postage Service	\$1.67
A.M.B.I. & SHIPPING, - Total For City Manager			\$1.67
A.M.B.I. & SHIPPING,	Customer Service	Mailing / Postage Service	\$441.08
A.M.B.I. & SHIPPING,	Customer Service	Water Bill Delivery / October Mail Sweep	\$126.00
A.M.B.I. & SHIPPING, - Total For Customer Service			\$567.08

A.M.B.I. & SHIPPING,	Engineering	Mailing / Postage Service	\$28.25
<i>A.M.B.I. & SHIPPING, - Total For Engineering</i>			\$28.25
A.M.B.I. & SHIPPING,	Human Resources	Mailing / Postage Service	\$3.65
<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			\$3.65
A.M.B.I. & SHIPPING,	Police Administration	Mailing / Postage Service	\$279.83
<i>A.M.B.I. & SHIPPING, - Total For Police Administration</i>			\$279.83
A.M.B.I. & SHIPPING,	Risk Management	Mailing / Postage Service	\$9.22
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			\$9.22
A.M.B.I. & SHIPPING,	Traffic Control	Shipping for gas lamp & speed sign	\$115.27
<i>A.M.B.I. & SHIPPING, - Total For Traffic Control</i>			\$115.27
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$1,106.94

ADVANCED NETWORK MAN

ADVANCED NETWORK MAN	Balefill - Diversion & Special	Network Switch	\$440.14
<i>ADVANCED NETWORK MAN - Total For Balefill - Diversion & Special</i>			\$440.14
ADVANCED NETWORK MAN	Engineering	Network Switch	\$242.07
<i>ADVANCED NETWORK MAN - Total For Engineering</i>			\$242.07
ADVANCED NETWORK MAN	Refuse - Residential	Network Switch	\$550.18
<i>ADVANCED NETWORK MAN - Total For Refuse - Residential</i>			\$550.18
ADVANCED NETWORK MAN	Sewer Wastewater Collection	Network Switch	\$330.11
<i>ADVANCED NETWORK MAN - Total For Sewer Wastewater Collection</i>			\$330.11
ADVANCED NETWORK MAN	Streets	Network Switch	\$110.04
<i>ADVANCED NETWORK MAN - Total For Streets</i>			\$110.04
ADVANCED NETWORK MAN	Water Administration	Network Switch	\$528.17
<i>ADVANCED NETWORK MAN - Total For Water Administration</i>			\$528.17
ADVANCED NETWORK MAN - ALL DEPARTMENTS			\$2,200.71

AIRGAS LLC -CENTRAL

AIRGAS LLC -CENTRAL	Streets	Gloves, Safety Glasses, Lens Cleaners,	\$488.09
<i>AIRGAS LLC -CENTRAL - Total For Streets</i>			\$488.09
AIRGAS LLC -CENTRAL	Water Distribution	GLOVES- OTHER MATERIALS & SUPPLIES	\$372.60
<i>AIRGAS LLC -CENTRAL - Total For Water Distribution</i>			\$372.60
AIRGAS LLC -CENTRAL - ALL DEPARTMENTS			\$860.69

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Welding supplies, work shirt FOR MAINT BDL	\$312.87
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$312.87</i>
AIRGAS USA LLC	Refuse - Recycling	Safety glasses for MRF crew	\$15.60
<i>AIRGAS USA LLC - Total For Refuse - Recycling</i>			<i>\$15.60</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$328.47

ALBERTSONS #0062

ALBERTSONS #0062	Streets	Snow Meeting Snacks	\$35.96
<i>ALBERTSONS #0062 - Total For Streets</i>			<i>\$35.96</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$35.96

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$56.57
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$109.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$109.26
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$56.57
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$331.66</i>
ALSCO	Fleet Maintenance Fund	Laundry service	\$186.13
<i>ALSCO - Total For Fleet Maintenance Fund</i>			<i>\$186.13</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
ALSCO	Refuse - Residential	Professional Laundry Services	\$97.72
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$195.44</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$41.41
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$41.41</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$22.97
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$22.97
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	(\$21.52)
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$22.97
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$47.22
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	(\$22.00)

ALSCO	Sewer Wastewater Collection Professional Laundry Services	\$44.97
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	\$47.22
ALSCO	Sewer Wastewater Collection Professional Laundry Services	\$47.22
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	\$47.22
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
ALSCO	Sewer Wastewater Collection Professional Laundry Services	\$47.22
ALSCO	Sewer Wastewater Collection Professional Laundry Services	(\$22.00)
<i>ALSCO - Total For Sewer Wastewater Collection</i>		\$86.46
ALSCO	WWTP Operations Professional Laundry Services	\$146.64
<i>ALSCO - Total For WWTP Operations</i>		\$146.64
ALSCO - ALL DEPARTMENTS		\$987.74

AMAZON.COM 4B8V426Y3

AMAZON.COM 4B8V426Y3	Police Administration	BOOK STORES book for promotional testing	\$49.99
<i>AMAZON.COM 4B8V426Y3 - Total For Police Administration</i>			\$49.99
AMAZON.COM 4B8V426Y3 - ALL DEPARTMENTS			\$49.99

AMAZON.COM N01QV0ML3

AMAZON.COM N01QV0ML	Fire-EMS Training	Promotional testing books	\$101.94
<i>AMAZON.COM N01QV0ML3 - Total For Fire-EMS Training</i>			\$101.94
AMAZON.COM N01QV0ML3 - ALL DEPARTMENTS			\$101.94

AMAZON.COM T581J1860

AMAZON.COM T581J1860	Police Investigations	BOOK STORES Camera equipment	\$176.19
<i>AMAZON.COM T581J1860 - Total For Police Investigations</i>			\$176.19
AMAZON.COM T581J1860 - ALL DEPARTMENTS			\$176.19

AMAZON.COM VK9096GF3

AMAZON.COM VK9096GF3	Police Career Services	BOOK STORES K9 uniform and equipment	\$391.85
<i>AMAZON.COM VK9096GF3 - Total For Police Career Services</i>			<i>\$391.85</i>
AMAZON.COM VK9096GF3 - ALL DEPARTMENTS			\$391.85

AMAZON.COM W16L64X43

AMAZON.COM W16L64X43	Police Administration	BOOK STORES gloves for Custody & Control	\$257.58
<i>AMAZON.COM W16L64X43 - Total For Police Administration</i>			<i>\$257.58</i>
AMAZON.COM W16L64X43 - ALL DEPARTMENTS			\$257.58

AMERICAN POLYGRAPH A

AMERICAN POLYGRAPH A	Police Administration	MEMBERSHIP ORGANIZATIONS NOT ELSEW	\$175.00
<i>AMERICAN POLYGRAPH A - Total For Police Administration</i>			<i>\$175.00</i>
AMERICAN POLYGRAPH A - ALL DEPARTMENTS			\$175.00

AMERICAN TITLE AGENC

AMERICAN TITLE AGENC	Revolving Land Fund	Title work Lots 1 & 2 N. Pl. R. Park No. 2	\$300.00
<i>AMERICAN TITLE AGENC - Total For Revolving Land Fund</i>			<i>\$300.00</i>
AMERICAN TITLE AGENC - ALL DEPARTMENTS			\$300.00

AMERICAN TRAFFIC SAF

AMERICAN TRAFFIC SAF	Traffic Control	1- 24" roll of green EC film for sign making	\$417.00
<i>AMERICAN TRAFFIC SAF - Total For Traffic Control</i>			<i>\$417.00</i>
AMERICAN TRAFFIC SAF - ALL DEPARTMENTS			\$417.00

AMZN MKTP US

AMZN MKTP US	Aquatics - Operations	Rec Admin Office Supplies	\$6.49
<i>AMZN MKTP US - Total For Aquatics - Operations</i>			<i>\$6.49</i>
AMZN MKTP US	Buildings & Structures Fund	Repair supplies for Aquatics Center - Amazon	\$98.95
AMZN MKTP US	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Amazo	\$10.48
AMZN MKTP US	Buildings & Structures Fund	Plumbing repair supplies for Transit Garage -	\$135.79

AMZN MKTP US	Buildings & Structures Fund	Repair supplies for Aquatics Center - Amazon	\$111.19
AMZN MKTP US	Buildings & Structures Fund	Repair supplies for PV Pool - Amazon.com	\$336.88
AMZN MKTP US	Buildings & Structures Fund	Repair supplies for Washington Pool - Amazo	\$43.87
AMZN MKTP US	Buildings & Structures Fund	Repair supplies for Aquatics Center - Amazon	\$23.15
<i>AMZN MKTP US - Total For Buildings & Structures Fund</i>			<i>\$760.31</i>
AMZN MKTP US	Customer Service	1, 12pk foam board hangers	\$21.93
<i>AMZN MKTP US - Total For Customer Service</i>			<i>\$21.93</i>
AMZN MKTP US	Field Maintenance	Rec Admin Office Supplies	\$6.49
<i>AMZN MKTP US - Total For Field Maintenance</i>			<i>\$6.49</i>
AMZN MKTP US	Ft. Caspar Museum	Collections & Exhibit Supplies	\$41.31
<i>AMZN MKTP US - Total For Ft. Caspar Museum</i>			<i>\$41.31</i>
AMZN MKTP US	Hogadon - Operations	Tool repair	\$46.99
<i>AMZN MKTP US - Total For Hogadon - Operations</i>			<i>\$46.99</i>
AMZN MKTP US	Human Resources	100 badge holders, 100 badge clips	\$35.45
<i>AMZN MKTP US - Total For Human Resources</i>			<i>\$35.45</i>
AMZN MKTP US	Ice Arena - Operations	Rec Admin Office Supplies	\$6.49
<i>AMZN MKTP US - Total For Ice Arena - Operations</i>			<i>\$6.49</i>
AMZN MKTP US	Parks - Parks Maint.	cord protectors	\$296.97
AMZN MKTP US	Parks - Parks Maint.	Christmas lights for shelter at Conwell	\$89.56
<i>AMZN MKTP US - Total For Parks - Parks Maint.</i>			<i>\$386.53</i>
AMZN MKTP US	Police Administration	BOOK STORES gift supplies for baby plaques	\$48.98
AMZN MKTP US	Police Administration	BOOK STORES 2024 calendars	\$140.98
AMZN MKTP US	Police Administration	BOOK STORES Mouse Records staff	\$38.53
AMZN MKTP US	Police Administration	BOOK STORES card reader ribbon	\$49.80
<i>AMZN MKTP US - Total For Police Administration</i>			<i>\$278.29</i>
AMZN MKTP US	Police Career Services	BOOK STORES holster Jensen	\$59.99
<i>AMZN MKTP US - Total For Police Career Services</i>			<i>\$59.99</i>
AMZN MKTP US	Police Grants Fund	BOOK STORES office supplies VS	\$74.73
<i>AMZN MKTP US - Total For Police Grants Fund</i>			<i>\$74.73</i>
AMZN MKTP US	Public Transit - CARES Act	BOOK STORES	\$34.64
<i>AMZN MKTP US - Total For Public Transit - CARES Act</i>			<i>\$34.64</i>
AMZN MKTP US	Public Transit - Operations	BOOK STORES	\$46.99
<i>AMZN MKTP US - Total For Public Transit - Operations</i>			<i>\$46.99</i>
AMZN MKTP US	Rec Center - Admin	Rec Admin Color Printer Cartridge Cyan	\$128.46
AMZN MKTP US	Rec Center - Admin	Rec Admin Office Supplies	\$29.32
<i>AMZN MKTP US - Total For Rec Center - Admin</i>			<i>\$157.78</i>

AMZN MKTP US	Rec Center - Classes	CRC Pickle ball Open Gym Supplies	\$208.95
<i>AMZN MKTP US - Total For Rec Center - Classes</i>			<i>\$208.95</i>
AMZN MKTP US	Rec Center - Operations	CRC Front Desk Cash Handling Bags	\$23.64
AMZN MKTP US	Rec Center - Operations	Rec Admin Office Supplies	\$6.49
<i>AMZN MKTP US - Total For Rec Center - Operations</i>			<i>\$30.13</i>
AMZN MKTP US	Rec Center - Special Program	Fall Carnival Supplies CRC CRF Program	\$517.21
AMZN MKTP US	Rec Center - Special Program	CRC CRF Fall Carnival Supplies	\$109.48
<i>AMZN MKTP US - Total For Rec Center - Special Programs</i>			<i>\$626.69</i>
AMZN MKTP US	Sewer Wastewater Collection	office supplies	\$28.49
<i>AMZN MKTP US - Total For Sewer Wastewater Collection</i>			<i>\$28.49</i>
AMZN MKTP US - ALL DEPARTMENTS			\$2,858.67

ANCHOR ELECTRIC INC

ANCHOR ELECTRIC INC	Fleet Maintenance Fund	Remove/Replace Lights, Straighten Posts &	\$1,464.89
<i>ANCHOR ELECTRIC INC - Total For Fleet Maintenance Fund</i>			<i>\$1,464.89</i>
ANCHOR ELECTRIC INC - ALL DEPARTMENTS			\$1,464.89

ANN RUBLE

ANN RUBLE	City Manager	Redesigning Russin sculpture	\$1,080.00
<i>ANN RUBLE - Total For City Manager</i>			<i>\$1,080.00</i>
ANN RUBLE - ALL DEPARTMENTS			\$1,080.00

APPLIED INDUSTRIAL T

APPLIED INDUSTRIAL T	Buildings & Structures Fund	HVAC PM Supplies for Service Center - Appli	\$162.89
<i>APPLIED INDUSTRIAL T - Total For Buildings & Structures Fund</i>			<i>\$162.89</i>
APPLIED INDUSTRIAL T - ALL DEPARTMENTS			\$162.89

AT & T CORP

AT & T CORP	City Manager	Acct #287317342545	\$40.04
<i>AT & T CORP - Total For City Manager</i>			<i>\$40.04</i>
AT & T CORP	Public Safety Communication	Acct #051 221-2711 001	\$126.00
<i>AT & T CORP - Total For Public Safety Communications</i>			<i>\$126.00</i>
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			\$926.80

ATLANTIC ELECTRIC, I

ATLANTIC ELECTRIC, I	Risk Management	Remove/Replace Light Pole - claim #202314	\$3,944.50
<i>ATLANTIC ELECTRIC, I - Total For Risk Management</i>			\$3,944.50
ATLANTIC ELECTRIC, I	Traffic Control	Construction project - not bui	\$4,208.59
<i>ATLANTIC ELECTRIC, I - Total For Traffic Control</i>			\$4,208.59
ATLANTIC ELECTRIC, I - ALL DEPARTMENTS			\$8,153.09

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$49.99
ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies of scalehouse	\$132.51
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			\$182.50
ATLAS OFFICE PRODUCT	Community Development	Office supplies	\$13.08
<i>ATLAS OFFICE PRODUCT - Total For Community Development</i>			\$13.08
ATLAS OFFICE PRODUCT	Customer Service	COFFEE AND SUGAR	\$43.51
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			\$43.51
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Overdue invoice for printer ink for Fire Admi	\$93.01
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			\$93.01
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Office supplies	\$64.63
ATLAS OFFICE PRODUCT	Ft. Caspar Museum	Thermal paper for register	\$118.82
<i>ATLAS OFFICE PRODUCT - Total For Ft. Caspar Museum</i>			\$183.45
ATLAS OFFICE PRODUCT	Information Services	Deskpad, batteries (AA) Wall Planner, Copy P	\$73.20
ATLAS OFFICE PRODUCT	Information Services	Deskpad, batteries (AA) Wall Planner, Copy P	\$48.75
ATLAS OFFICE PRODUCT	Information Services	9 volt batteries	\$26.29
ATLAS OFFICE PRODUCT	Information Services	Credit for AA batteries exchanged for 9V	(\$16.77)
ATLAS OFFICE PRODUCT	Information Services	Wall Planner	\$23.59
ATLAS OFFICE PRODUCT	Information Services	Disinfectant wipes	\$12.13
ATLAS OFFICE PRODUCT	Information Services	Credit for planner.	(\$23.59)
<i>ATLAS OFFICE PRODUCT - Total For Information Services</i>			\$143.60
ATLAS OFFICE PRODUCT	Regional Water Operations	Duster, Pens, Hand Sanitizer, Calculator, Cale	\$451.21

<i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i>			<i>\$451.21</i>
ATLAS OFFICE PRODUCT	WWTP Operations	Office supplies	\$76.32
ATLAS OFFICE PRODUCT	WWTP Operations	Office supplies	\$216.53
<i>ATLAS OFFICE PRODUCT - Total For WWTP Operations</i>			<i>\$292.85</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$1,403.21

ATLAS REPRODUCTION

ATLAS REPRODUCTION	Community Development	Poster	\$30.00
<i>ATLAS REPRODUCTION - Total For Community Development</i>			<i>\$30.00</i>
ATLAS REPRODUCTION	Customer Service	Customer Service/Utilities Directional Signag	\$126.00
<i>ATLAS REPRODUCTION - Total For Customer Service</i>			<i>\$126.00</i>
ATLAS REPRODUCTION - ALL DEPARTMENTS			\$156.00

AUTODESK INC

AUTODESK INC	Sewer Wastewater Collection InfoCare Renewal - 1/15/24 to 1/14/25		\$4,009.00
<i>AUTODESK INC - Total For Sewer Wastewater Collection</i>			<i>\$4,009.00</i>
AUTODESK INC - ALL DEPARTMENTS			\$4,009.00

BADGER METER INC

BADGER METER INC	Water Meters	Orion Cellular Lte Serv Unit - October 2023	\$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 - Diversion & Special	Spare Key for Unit #141505 SPECIAL WASTE	\$79.99
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Diversion & Special</i>			<i>\$79.99</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$79.99

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Balefill - Baler Processing	tools for baler and baler bldg	\$81.51
BAILEYS ACE HDWE	Balefill - Baler Processing	SPARE KEYS FOR TOOL ROOM	\$34.47
BAILEYS ACE HDWE	Balefill - Baler Processing	FRIG FILTER INBALER BREAKROOM	\$119.98

<i>BAILEYS ACE HDWE - Total For Balefill - Baler Processing</i>			\$235.96
BAILEYS ACE HDWE	Balefill - Disposal & Landfill	ICE MELT FOR FACILITY/CUSTOMERS AND E	\$1,078.92
<i>BAILEYS ACE HDWE - Total For Balefill - Disposal & Landfill</i>			\$1,078.92
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Ice Arena - Baileys Ace	\$21.58
BAILEYS ACE HDWE	Buildings & Structures Fund	HVAC Repair supplies for Ice Arena - Baileys	\$13.08
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Ice Arena - Baileys Ace	\$7.98
BAILEYS ACE HDWE	Buildings & Structures Fund	Roof repair supplies for CBC - Baileys Ace	\$56.13
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Aquatics Center - Baileys	\$14.70
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for the Aquatics Center - Bail	\$20.00
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			\$133.47
BAILEYS ACE HDWE	Fire-EMS Training	Drill tower supplies	\$38.98
<i>BAILEYS ACE HDWE - Total For Fire-EMS Training</i>			\$38.98
BAILEYS ACE HDWE	Refuse - Residential	FOR TRKL#2312 RESIDENT SL 2023	\$3.99
<i>BAILEYS ACE HDWE - Total For Refuse - Residential</i>			\$3.99
BAILEYS ACE HDWE	Weed & Pest Fund	shop supplies	\$7.17
BAILEYS ACE HDWE	Weed & Pest Fund	landscape pins	\$17.99
BAILEYS ACE HDWE	Weed & Pest Fund	Field Tools	\$179.94
<i>BAILEYS ACE HDWE - Total For Weed & Pest Fund</i>			\$205.10
BAILEYS ACE HDWE	WWTP Operations	Batteries	\$19.99
BAILEYS ACE HDWE	WWTP Operations	Shop vac	\$210.96
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$230.95
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$1,927.37

BAR-D SIGNS, INC.

BAR-D SIGNS, INC.	Balefill - Baler Processing	VINYL STICKER FOR DEPT AND ASSET IDENTI	\$306.43
<i>BAR-D SIGNS, INC. - Total For Balefill - Baler Processing</i>			\$306.43
BAR-D SIGNS, INC. - ALL DEPARTMENTS			\$306.43

BARGREEN ELLINGSON

BARGREEN ELLINGSON	Capital Projects Fund	FWC Electric Fryer	\$32,470.71
<i>BARGREEN ELLINGSON - Total For Capital Projects Fund</i>			\$32,470.71
BARGREEN ELLINGSON - ALL DEPARTMENTS			\$32,470.71

BARGREEN WYOMING

BARGREEN WYOMING	Ice Arena - Concessions	CONCESSIONS - NAPKINS, COFFEE POT	\$68.00
<i>BARGREEN WYOMING - Total For Ice Arena - Concessions</i>			<i>\$68.00</i>
BARGREEN WYOMING	Metro Animal Shelter	COMMERCIAL EQUIPMENT, NOT ELSEWHERE	\$139.75
<i>BARGREEN WYOMING - Total For Metro Animal Shelter</i>			<i>\$139.75</i>
BARGREEN WYOMING - ALL DEPARTMENTS			\$207.75

BASELINE ENGINEERING

BASELINE ENGINEERING	Balefill - Disposal & Landfill	Environmental Closed Balefill	\$20,423.60
<i>BASELINE ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$20,423.60</i>
BASELINE ENGINEERING - ALL DEPARTMENTS			\$20,423.60

Berlitz

Berlitz	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$65.00
<i>Berlitz - Total For Police Career Services</i>			<i>\$65.00</i>
Berlitz - ALL DEPARTMENTS			\$65.00

BEST BUY

BEST BUY	Police Investigations	ELECTRONIC SALES; Best Buy hard drive	\$136.49
<i>BEST BUY - Total For Police Investigations</i>			<i>\$136.49</i>
BEST BUY	Water Administration	ELECTRONIC SALES	\$149.98
<i>BEST BUY - Total For Water Administration</i>			<i>\$149.98</i>
BEST BUY - ALL DEPARTMENTS			\$286.47

BEST PEST CONTROL IN

BEST PEST CONTROL IN	Metro Animal Shelter	DISINFECTING AND EXTERMINATING SERVIC	\$2,000.00
<i>BEST PEST CONTROL IN - Total For Metro Animal Shelter</i>			<i>\$2,000.00</i>
BEST PEST CONTROL IN - ALL DEPARTMENTS			\$2,000.00

BESTBUYCOM8067998037

BESTBUYCOM8067998037	Police Administration	ELECTRONIC SALES Investigations Workstati	\$157.49
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BESTBUYCOM8067998037 - Total For Police Administration \$157.49

BESTBUYCOM8067998037 - ALL DEPARTMENTS \$157.49

BIG STATE INDUST SPP

BIG STATE INDUST SPP WWTP Operations Wipes, Sorbent pads \$2,625.60

BIG STATE INDUST SPP - Total For WWTP Operations \$2,625.60

BIG STATE INDUST SPP - ALL DEPARTMENTS \$2,625.60

BLACK HILLS ENERGY

BLACK HILLS ENERGY Aquatics - Operations Acct #7584 6122 74 \$2,129.81

BLACK HILLS ENERGY - Total For Aquatics - Operations \$2,129.81

BLACK HILLS ENERGY Aquatics- Marion Kreiner Op Acct #9723 1947 06 \$111.00

BLACK HILLS ENERGY - Total For Aquatics- Marion Kreiner Oper. \$111.00

BLACK HILLS ENERGY Aquatics- Mike Sedar Oper. Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Mike Sedar Oper. \$82.00

BLACK HILLS ENERGY Aquatics- Paradise Valley Op Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Paradise Valley Oper \$82.00

BLACK HILLS ENERGY Aquatics- Washington Oper Acct #9723 1947 06 \$82.00

BLACK HILLS ENERGY - Total For Aquatics- Washington Oper \$82.00

BLACK HILLS ENERGY Ash Street Building Acct #0421 9638 76 \$45.66

BLACK HILLS ENERGY Ash Street Building Acct # 4376 8927 11 \$709.81

BLACK HILLS ENERGY - Total For Ash Street Building \$755.47

BLACK HILLS ENERGY Buildings & Structures Fund Acct #8545 6521 02 \$158.85

BLACK HILLS ENERGY - Total For Buildings & Structures Fund \$158.85

BLACK HILLS ENERGY City Center Building Acct #8545 6521 02 \$28.72

BLACK HILLS ENERGY - Total For City Center Building \$28.72

BLACK HILLS ENERGY City Hall Acct #6837 4281 65 \$550.59

BLACK HILLS ENERGY - Total For City Hall \$550.59

BLACK HILLS ENERGY Ft. Caspar Museum Acct #9861 5264 23 \$379.35

BLACK HILLS ENERGY - Total For Ft. Caspar Museum \$379.35

BLACK HILLS ENERGY Marathon Building Acct #8545 6521 02 \$344.86

BLACK HILLS ENERGY - Total For Marathon Building \$344.86

BLACK HILLS ENERGY Miller St. Dormitory Acct #8545 6521 02 \$144.89

BLACK HILLS ENERGY - Total For Miller St. Dormitory \$144.89

BLACK HILLS ENERGY	Rec Center - Operations	Acct #4400 2150 46	\$1,462.39
<i>BLACK HILLS ENERGY - Total For Rec Center - Operations</i>			<i>\$1,462.39</i>
BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94 - Natural Gas	\$4,761.51
<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$4,761.51</i>
BLACK HILLS ENERGY - ALL DEPARTMENTS			\$11,073.44

BLAKEMAN PROPANE

BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane HEAT FOR EQUIPT BLGD AT LDF	\$259.87
BLAKEMAN PROPANE	Balefill - Disposal & Landfill	Propane HEAT FOR EQUIPT BLGD	\$300.05
<i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i>			<i>\$559.92</i>
BLAKEMAN PROPANE - ALL DEPARTMENTS			\$559.92

BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$7.64
BLOEDORN LUMBER CO	Buildings & Structures Fund	Roof repair supplies for Aquatics Center - Blo	\$61.95
<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$69.59</i>
BLOEDORN LUMBER CO	Public Transit - Operations	Forming materials for bus stops	\$80.61
<i>BLOEDORN LUMBER CO - Total For Public Transit - Operations</i>			<i>\$80.61</i>
BLOEDORN LUMBER CO - ALL DEPARTMENTS			\$150.20

BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	WWTP Regional Interceptors	Ferrous Chloride Solution	\$16,392.21
<i>BRENNTAG PACIFIC, IN - Total For WWTP Regional Interceptors</i>			<i>\$16,392.21</i>
BRENNTAG PACIFIC, IN - ALL DEPARTMENTS			\$16,392.21

BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$70.00
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$49.60
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$46.90
BRIAN'S GO TO SERVIC	Community Development	Mowing Service	\$81.84
<i>BRIAN'S GO TO SERVIC - Total For Community Development</i>			<i>\$248.34</i>
BRIAN'S GO TO SERVIC - ALL DEPARTMENTS			\$248.34

CASPAR BUILDING SYST

CASPAR BUILDING SYST	Capital Projects Fund	City Hall Project SAFE Remodel	\$417,684.14
<i>CASPAR BUILDING SYST - Total For Capital Projects Fund</i>			<i>\$417,684.14</i>
CASPAR BUILDING SYST - ALL DEPARTMENTS			\$417,684.14

CASPER COLLEGE

CASPER COLLEGE	City Clerk	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$185.00
<i>CASPER COLLEGE - Total For City Clerk</i>			<i>\$185.00</i>
CASPER COLLEGE	Community Development	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$599.00
<i>CASPER COLLEGE - Total For Community Development</i>			<i>\$599.00</i>
CASPER COLLEGE - ALL DEPARTMENTS			\$784.00

CASPER NATRONA COUNT

CASPER NATRONA COUNT	Direct Distrib - Soc Com Svcs	Tax Revenues (City) - October 2023	\$47,916.67
<i>CASPER NATRONA COUNT - Total For Direct Distrib - Soc Com Svcs</i>			<i>\$47,916.67</i>
CASPER NATRONA COUNT - ALL DEPARTMENTS			\$47,916.67

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Advertisement For Bids	\$528.72
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Notice Of Final Payment To Contractor	\$130.28
CASPER STAR-TRIBUNE,	Balefill - Disposal & Landfill	Notice Of Final Payment To Contractor	\$133.16
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Disposal & Landfill</i>			<i>\$792.16</i>
CASPER STAR-TRIBUNE,	Balefill - Diversion & Special	Advertisement For Bids	\$546.00
<i>CASPER STAR-TRIBUNE, - Total For Balefill - Diversion & Special</i>			<i>\$546.00</i>
CASPER STAR-TRIBUNE,	Capital Projects Fund	Standard Advertisement For Bids	\$833.92
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertisement For Bids	\$603.60
CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertisement For Bids	\$829.60
<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$2,267.12</i>
CASPER STAR-TRIBUNE,	City Clerk	New Application For Bar & Grill Liquor Licens	\$118.76
CASPER STAR-TRIBUNE,	City Clerk	Council Meeting Minutes	\$1,214.70
<i>CASPER STAR-TRIBUNE, - Total For City Clerk</i>			<i>\$1,333.46</i>
CASPER STAR-TRIBUNE,	City Manager	Acct #156-00014141	\$123.99
<i>CASPER STAR-TRIBUNE, - Total For City Manager</i>			<i>\$123.99</i>

CASPER STAR-TRIBUNE,	Metropolitan Planning Org	Request For Proposals	\$95.80
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$95.80</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Advertising - Budget Amendment No. 1	\$318.30
CASPER STAR-TRIBUNE,	Regional Water Operations	Regularly Scheduled Meeting	\$52.60
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$370.90</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$5,529.43

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair TRK#2288 COM FL 2018	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair TRK#2312 RESIDENT SL 2023	\$55.00
CASPER TIRE	Refuse - Residential	Flat repair TRK#2299 RESIDENT SL 2020	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$100.00</i>
CASPER TIRE - ALL DEPARTMENTS			\$145.00

CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$75.80
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$412.60
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Winnel	\$306.92
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$434.22
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - Winnel	\$461.40
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$126.51
CASPER WINNELSON CO	Buildings & Structures Fund	Return of supplies for Aquatics Center - Win	(\$126.51)
CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Aquatics Center - Winnels	\$289.48
<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$1,980.42</i>
CASPER WINNELSON CO	WWTP Operations	Valves	\$176.42
CASPER WINNELSON CO	WWTP Operations	Valves	\$125.02
<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$301.44</i>
CASPER WINNELSON CO	WWTP Regional Interceptors	Fittings	\$23.95
<i>CASPER WINNELSON CO - Total For WWTP Regional Interceptors</i>			<i>\$23.95</i>
CASPER WINNELSON CO - ALL DEPARTMENTS			\$2,305.81

CASPER/NATRONA COUNT

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

CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Regional Wholesale Water Revenue	\$495,280.86
<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$495,280.86</i>
CENTRAL WY. REGIONAL	Water Revenue and Transfer	System Investment Charges - October 2023	\$21,681.00
<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$21,681.00</i>
CENTRAL WY. REGIONAL - ALL DEPARTMENTS			\$516,961.86

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$27.93
<i>CENTURYLINK - Total For Aquatics - Operations</i>			<i>\$27.93</i>
CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$89.84
<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			<i>\$89.84</i>
CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$45.94
CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			<i>\$62.84</i>
CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For Cemetery</i>			<i>\$16.90</i>
CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$61.73
<i>CENTURYLINK - Total For City Attorney</i>			<i>\$61.73</i>
CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For City Council</i>			<i>\$16.90</i>
CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$11.21
<i>CENTURYLINK - Total For City Hall</i>			<i>\$11.21</i>
CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$39.32
<i>CENTURYLINK - Total For City Manager</i>			<i>\$39.32</i>
CENTURYLINK	Community Development	Acct #P-307-111-9950 456M	\$134.67
<i>CENTURYLINK - Total For Community Development</i>			<i>\$134.67</i>
CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$39.32
CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$49.84
<i>CENTURYLINK - Total For Customer Service</i>			<i>\$89.16</i>

CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$78.63
<i>CENTURYLINK - Total For Engineering</i>			\$78.63
CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$89.84
<i>CENTURYLINK - Total For Finance</i>			\$89.84
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$112.25
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,258.51
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			\$1,370.76
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$72.94
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			\$72.94
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			\$16.90
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.91
<i>CENTURYLINK - Total For Golf - Operations</i>			\$16.91
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$56.04
<i>CENTURYLINK - Total For Hogadon - Operations</i>			\$56.04
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$28.11
<i>CENTURYLINK - Total For Human Resources</i>			\$28.11
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$49.84
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$22.42
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			\$72.26
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$89.84
<i>CENTURYLINK - Total For Information Services</i>			\$89.84
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			\$16.90
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$61.73
<i>CENTURYLINK - Total For Municipal Court</i>			\$61.73
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$61.73
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			\$61.73
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$347.79
<i>CENTURYLINK - Total For Police Administration</i>			\$347.79
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$222.59
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$302.58
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$11.21
<i>CENTURYLINK - Total For Public Safety Communications</i>			\$536.38
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$44.84
CENTURYLINK	Rec Center - Operations	Acct #P-307-111-5114 622M	\$384.15

<i>CENTURYLINK - Total For Rec Center - Operations</i>			\$428.99
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$22.42
<i>CENTURYLINK - Total For Regional Water Operations</i>			\$22.42
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$16.86
<i>CENTURYLINK - Total For Risk Management</i>			\$16.86
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$11.21
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			\$11.21
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$39.32
<i>CENTURYLINK - Total For Streets</i>			\$39.32
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$22.42
<i>CENTURYLINK - Total For Water Administration</i>			\$22.42
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.90
<i>CENTURYLINK - Total For Water Distribution</i>			\$16.90
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$33.45
<i>CENTURYLINK - Total For Water Meters</i>			\$33.45
CENTURYLINK	WWTP Operations	Acct #P-307-111-5113 619M	\$99.02
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$33.62
<i>CENTURYLINK - Total For WWTP Operations</i>			\$132.64
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			\$5,527.58

CH2MHILL, INC.

CH2MHILL, INC.	WWTP Operations	ENG SVCS FOR WWTP MCC REPLACEM	\$5,437.94
<i>CH2MHILL, INC. - Total For WWTP Operations</i>			\$5,437.94
CH2MHILL, INC. - ALL DEPARTMENTS			\$5,437.94

CHAPMAN VALDEZ & LAN

CHAPMAN VALDEZ & LAN	City Manager	Attorney Fees Municipal Court	\$2,000.00
<i>CHAPMAN VALDEZ & LAN - Total For City Manager</i>			\$2,000.00
CHAPMAN VALDEZ & LAN - ALL DEPARTMENTS			\$2,000.00

CHC ORDER #53456

CHC ORDER #53456	Streets	Asbestos training for Frank Moore & Casey L	\$1,200.00
<i>CHC ORDER #53456 - Total For Streets</i>			<i>\$1,200.00</i>
CHC ORDER #53456 - ALL DEPARTMENTS			\$1,200.00

CHICK-FIL-A #03335

CHICK-FIL-A #03335	Police Investigations	FAST FOOD RESTAURANTS; Cheyenne for dr	\$32.91
<i>CHICK-FIL-A #03335 - Total For Police Investigations</i>			<i>\$32.91</i>
CHICK-FIL-A #03335 - ALL DEPARTMENTS			\$32.91

CITIZEN PAYMENT

CITIZEN PAYMENT	Aquatics - Operations	Casper Rec/Family Aquatic Center Members	\$24.42
<i>CITIZEN PAYMENT - Total For Aquatics - Operations</i>			<i>\$24.42</i>
CITIZEN PAYMENT	Rec Center	Casper Rec/Family Aquatic Center Members	\$128.25
<i>CITIZEN PAYMENT - Total For Rec Center</i>			<i>\$128.25</i>
CITIZEN PAYMENT	Rec Center - Classes	Refund - Overpayment For Summer Camp	\$300.00
<i>CITIZEN PAYMENT - Total For Rec Center - Classes</i>			<i>\$300.00</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$452.67

CITIZENS FOR CIVIC A

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

CITY OF CASPER

CITY OF CASPER	Buildings & Structures Fund	GOVERNMENT SERVICES NOT ELSEWHERE C	\$175.00
<i>CITY OF CASPER - Total For Buildings & Structures Fund</i>			<i>\$175.00</i>
CITY OF CASPER	Parks - Parks Maint.	Public Garbage - Balefill Ticket #114813	\$97.90
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$97.90</i>
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$886.09
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$886.09
CITY OF CASPER	Public Transit - Operations	Monthly IT Services	\$886.09
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$2,658.27</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$7,401.83

CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$730.40
CITY OF CASPER	Refuse - Residential	Monthly balefill pass billing for October 2023	\$55,760.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$8,543.08
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$766.15
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$6,683.05
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$5,800.78
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,018.03
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,245.25
CITY OF CASPER	Refuse - Residential	Garbage baler/park trash/sweeping/newspr/	\$6,605.90
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,634.85
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper / card	\$6,686.75
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash, newspaper/cardb	\$7,117.20
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$124,993.27</i>
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges - Split Budget Accou	\$31.78
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges - Split Budget Accou	\$89.00
<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$120.78</i>
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$134.75
CITY OF CASPER	WWTP Operations	Alternate Daily Compost	\$424.55
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$102.85
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$122.65
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$784.80</i>
CITY OF CASPER - ALL DEPARTMENTS			\$128,830.02

CMI TECO, INC.

CMI TECO, INC.	Balefill - Disposal & Landfill	Equipment repair TRK#2287 COMMERCIAL R	\$1,661.50
CMI TECO, INC.	Balefill - Disposal & Landfill	Mud Flap TRK#2287 LANDFILL ROLLOFF 201	\$14.33
<i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,675.83</i>
CMI TECO, INC.	Refuse - Commercial	Cylinder Rod End Pin TRK#2272 COM FL 201	\$1,793.69
CMI TECO, INC.	Refuse - Commercial	Equipment repair TRK#2307 COMMERCIAL F	\$4,095.73
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$5,889.42</i>
CMI TECO, INC.	Refuse - Recycling	Equipment repair TRK#2247 RECYCLE TRK 20	\$1,525.36
CMI TECO, INC.	Refuse - Recycling	Valve Assembly TRK#2247 RECYCLE HAUL AL	\$4,565.00
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$6,090.36</i>
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2285 RESIDENT SIDEL	\$4,442.39
CMI TECO, INC.	Refuse - Residential	Repair TRK#2289 RESIDENT SL 2019	\$6,118.64

CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2286 RESIDENT SIDEL	\$11,433.79
CMI TECO, INC.	Refuse - Residential	Rubber Straps FOR ALL MCNEILUS TRK	\$1,604.72
CMI TECO, INC.	Refuse - Residential	Rollers ALL MCNEILUS TRUCKS	\$1,923.22
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2271 RESIDENT REAR	\$1,702.88
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2272 COMMERCIAL F	\$1,180.30
CMI TECO, INC.	Refuse - Residential	Equipment repair TRK#2274 RESIDENT SL 20	\$4,818.72
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$33,224.66</i>
CMI TECO, INC.	Risk Management	Equipment Repair - Claim #202400050	\$4,516.51
<i>CMI TECO, INC. - Total For Risk Management</i>			<i>\$4,516.51</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$51,396.78

CODALE ELECTRIC-CASP

CODALE ELECTRIC-CASP	Regional Water Operations	Toggle Switches - Well Supplies	\$15.96
<i>CODALE ELECTRIC-CASP - Total For Regional Water Operations</i>			<i>\$15.96</i>
CODALE ELECTRIC-CASP - ALL DEPARTMENTS			\$15.96

COMMUNICATION TECHNO

COMMUNICATION TECHNO	Balefill - Diversion & Special	Installation OF REAR LIGHT BAR SW TRK#141	\$1,554.00
<i>COMMUNICATION TECHNO - Total For Balefill - Diversion & Special</i>			<i>\$1,554.00</i>
COMMUNICATION TECHNO	Capital Projects Fund	Equipment and Installation for 4 Unmarked	\$4,115.50
COMMUNICATION TECHNO	Capital Projects Fund	Equipment and Installation for 4 Unmarked	\$4,115.50
COMMUNICATION TECHNO	Capital Projects Fund	Equipment and Installation for 4 Unmarked	\$4,115.50
<i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i>			<i>\$12,346.50</i>
COMMUNICATION TECHNO	Refuse - Residential	Amber quick mount TRK#2308 PARKS REARL	\$154.00
<i>COMMUNICATION TECHNO - Total For Refuse - Residential</i>			<i>\$154.00</i>
COMMUNICATION TECHNO	Sewer Wastewater Collection	Install lift station radio antenna	\$896.50
<i>COMMUNICATION TECHNO - Total For Sewer Wastewater Collection</i>			<i>\$896.50</i>
COMMUNICATION TECHNO	WWTP Regional Interceptors	Convert remote station to radio communicat	\$869.50
<i>COMMUNICATION TECHNO - Total For WWTP Regional Interceptors</i>			<i>\$869.50</i>
COMMUNICATION TECHNO - ALL DEPARTMENTS			\$15,820.50

COMPRESSION LEASING

COMPRESSION LEASING	Balefill - Diversion & Special	AIR LINE REPAIR AT COMPOST YARD	\$358.34
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COMPRESSION LEASING - Total For Balefill - Diversion & Special \$358.34

COMPRESSION LEASING - ALL DEPARTMENTS \$358.34

CONOCO - GRANTREE CO

CONOCO - GRANTREE CO Police Career Services AUTOMATED FUEL DISPENSERS training trav \$38.97

CONOCO - GRANTREE CO - Total For Police Career Services \$38.97

CONOCO - GRANTREE CO - ALL DEPARTMENTS \$38.97

CONOCO - ZOO TOWN SU

CONOCO - ZOO TOWN SU Police Career Services AUTOMATED FUEL DISPENSERS training trav \$37.31

CONOCO - ZOO TOWN SU - Total For Police Career Services \$37.31

CONOCO - ZOO TOWN SU - ALL DEPARTMENTS \$37.31

CONSENSUS CLOUD SOLU

CONSENSUS CLOUD SOLU Information Services E-Fax November 2023 \$189.90

CONSENSUS CLOUD SOLU - Total For Information Services \$189.90

CONSENSUS CLOUD SOLU - ALL DEPARTMENTS \$189.90

CONVERGEONE

CONVERGEONE Information Services Pure Storage Maintenance Renewal \$7,200.00

CONVERGEONE - Total For Information Services \$7,200.00

CONVERGEONE Police Administration Seth Wheeler Phone X.424 \$131.93

CONVERGEONE - Total For Police Administration \$131.93

CONVERGEONE - ALL DEPARTMENTS \$7,331.93

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE Buildings & Structures Fund Custodial Supplies CRC Trash Bags \$183.79

COWBOY SUPPLY HOUSE Buildings & Structures Fund Custodial Supplies Trash Bags CRC \$26.22

COWBOY SUPPLY HOUSE Buildings & Structures Fund Paper Towels \$31.20

COWBOY SUPPLY HOUSE Buildings & Structures Fund Air freshener/bathroom cleaner/garbage ba \$597.16

COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund \$838.37

COWBOY SUPPLY HOUSE - ALL DEPARTMENTS \$838.37

CPU IIT

CPU IIT Information Services Computer Replacements \$1,227.00

CPU IIT - Total For Information Services \$1,227.00

CPU IIT - ALL DEPARTMENTS \$1,227.00

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU Buildings & Structures Fund Lighting repair supplies for Metro Animal Sh \$26.89

CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund \$26.89

CRESCENT ELECTRIC SU - ALL DEPARTMENTS \$26.89

CROWN CONSTRUCTION L

CROWN CONSTRUCTION L Balefill - Disposal & Landfill Solid Waste Facility Asphalt I \$50,621.70

CROWN CONSTRUCTION L - Total For Balefill - Disposal & Landfill \$50,621.70

CROWN CONSTRUCTION L Capital Projects Fund New building or building modif \$14,303.96

CROWN CONSTRUCTION L - Total For Capital Projects Fund \$14,303.96

CROWN CONSTRUCTION L - ALL DEPARTMENTS \$64,925.66

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Lighting repair supplies for Service Center \$21.39

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Lighting repair supplies for Metro Animal Sh \$53.85

CRUM ELECTRIC SUPPLY Buildings & Structures Fund Lighting supplies for Fire Station 1 - Crum \$668.05

CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund \$743.29

CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS \$743.29

DAN COURSEN

DAN COURSEN Public Safety Communication Training Service - BLS \$510.00

DAN COURSEN - Total For Public Safety Communications \$510.00

DAN COURSEN - ALL DEPARTMENTS \$510.00

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	TOWER TANK VALVE INSTALL- WATER & SE	\$2,585.82
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$2,585.82</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$2,585.82

DAWSON INFRASTRUCTUR

DAWSON INFRASTRUCTUR	Sewer Wastewater Collection replacement nozzle jets		\$358.91
<i>DAWSON INFRASTRUCTUR - Total For Sewer Wastewater Collection</i>			<i>\$358.91</i>
DAWSON INFRASTRUCTUR - ALL DEPARTMENTS			\$358.91

DECKER AUTO GLASS, I

DECKER AUTO GLASS, I	Fire-EMS Operations	Cleaner, Microfiber Wash Mitt & Cloth	\$82.50
<i>DECKER AUTO GLASS, I - Total For Fire-EMS Operations</i>			<i>\$82.50</i>
DECKER AUTO GLASS, I	Fleet Maintenance Fund	CLAIM NO 202400018 / 101318 Auto Glass R	\$370.42
DECKER AUTO GLASS, I	Fleet Maintenance Fund	111158 Auto Glass Repair	\$2,008.00
<i>DECKER AUTO GLASS, I - Total For Fleet Maintenance Fund</i>			<i>\$2,378.42</i>
DECKER AUTO GLASS, I - ALL DEPARTMENTS			\$2,460.92

DELL MARKETING LP

DELL MARKETING LP	Balefill - Disposal & Landfill	Adobe Renewal	\$1,032.70
<i>DELL MARKETING LP - Total For Balefill - Disposal & Landfill</i>			<i>\$1,032.70</i>
DELL MARKETING LP	City Attorney	Adobe Renewal	\$783.65
<i>DELL MARKETING LP - Total For City Attorney</i>			<i>\$783.65</i>
DELL MARKETING LP	City Clerk	Adobe Renewal	\$156.73
<i>DELL MARKETING LP - Total For City Clerk</i>			<i>\$156.73</i>
DELL MARKETING LP	City Manager	Adobe Renewal	\$156.73
<i>DELL MARKETING LP - Total For City Manager</i>			<i>\$156.73</i>
DELL MARKETING LP	Community Development	Adobe Renewal	\$470.19
<i>DELL MARKETING LP - Total For Community Development</i>			<i>\$470.19</i>
DELL MARKETING LP	Engineering	Adobe Renewal	\$1,097.11
<i>DELL MARKETING LP - Total For Engineering</i>			<i>\$1,097.11</i>
DELL MARKETING LP	Finance	Adobe Renewal	\$1,253.84
<i>DELL MARKETING LP - Total For Finance</i>			<i>\$1,253.84</i>

DELL MARKETING LP	Fire-EMS Administration	Adobe Renewal	\$940.38
<i>DELL MARKETING LP - Total For Fire-EMS Administration</i>			<i>\$940.38</i>
DELL MARKETING LP	Human Resources	Adobe Renewal	\$313.46
<i>DELL MARKETING LP - Total For Human Resources</i>			<i>\$313.46</i>
DELL MARKETING LP	Metropolitan Planning Org	Adobe Renewal	\$875.97
<i>DELL MARKETING LP - Total For Metropolitan Planning Org</i>			<i>\$875.97</i>
DELL MARKETING LP	Municipal Court	Adobe Renewal	\$313.46
<i>DELL MARKETING LP - Total For Municipal Court</i>			<i>\$313.46</i>
DELL MARKETING LP	Parks - Parks Maint.	Adobe Renewal	\$156.73
<i>DELL MARKETING LP - Total For Parks - Parks Maint.</i>			<i>\$156.73</i>
DELL MARKETING LP	Police Career Services	Adobe Renewal	\$6,638.48
<i>DELL MARKETING LP - Total For Police Career Services</i>			<i>\$6,638.48</i>
DELL MARKETING LP	Rec Center - Operations	Adobe Renewal	\$875.97
<i>DELL MARKETING LP - Total For Rec Center - Operations</i>			<i>\$875.97</i>
DELL MARKETING LP	Refuse - Residential	Adobe Renewal	\$1,032.70
<i>DELL MARKETING LP - Total For Refuse - Residential</i>			<i>\$1,032.70</i>
DELL MARKETING LP	Regional Water Operations	Adobe Renewal	\$470.19
<i>DELL MARKETING LP - Total For Regional Water Operations</i>			<i>\$470.19</i>
DELL MARKETING LP	Risk Management	Adobe Renewal	\$313.46
<i>DELL MARKETING LP - Total For Risk Management</i>			<i>\$313.46</i>
DELL MARKETING LP	Sport & Athletics Admin	Adobe Renewal	\$313.46
<i>DELL MARKETING LP - Total For Sport & Athletics Admin</i>			<i>\$313.46</i>
DELL MARKETING LP	Water Administration	Adobe Renewal	\$156.73
<i>DELL MARKETING LP - Total For Water Administration</i>			<i>\$156.73</i>
DELL MARKETING LP - ALL DEPARTMENTS			\$17,351.94

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	HVAC Repair supplies for Service Center - De	\$67.34
DENNIS SUPPLY CO.	Buildings & Structures Fund	Plumbing repair supplies for Transit Garage -	\$13.86
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$81.20</i>

DENNIS SUPPLY CO. - ALL DEPARTMENTS **\$81.20**

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Finance	Jill Johnson CPA Renewal	\$190.00
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DEPT. OF FAMILY SVCS - Total For Finance \$190.00

DEPT. OF FAMILY SVCS - ALL DEPARTMENTS \$190.00

DESERT MTN. CORP.

DESERT MTN. CORP. Streets Ice Slicer \$4,492.18

DESERT MTN. CORP. - Total For Streets \$4,492.18

DESERT MTN. CORP. - ALL DEPARTMENTS \$4,492.18

DETECTACHEM INC

DETECTACHEM INC Police Investigations CATALOG MERCHANTS test strips \$299.19

DETECTACHEM INC - Total For Police Investigations \$299.19

DETECTACHEM INC - ALL DEPARTMENTS \$299.19

DEVIL IN THE DETAIL

DEVIL IN THE DETAIL Metro Animal Control Interior Detail \$1,200.00

DEVIL IN THE DETAIL - Total For Metro Animal Control \$1,200.00

DEVIL IN THE DETAIL - ALL DEPARTMENTS \$1,200.00

DOLLAR TREE

DOLLAR TREE Rec Center - Special Program CRC CRF Fall Carnival \$65.50

DOLLAR TREE Rec Center - Special Program Christmas Gift Bag, Buckets with Lids \$32.50

DOLLAR TREE - Total For Rec Center - Special Programs \$98.00

DOLLAR TREE - ALL DEPARTMENTS \$98.00

DOMINO'S 6042

DOMINO'S 6042 Community Development FAST FOOD RESTAURANTS \$92.61

DOMINO'S 6042 - Total For Community Development \$92.61

DOMINO'S 6042 Rec Center - Special Program Pizzas for Fall Carnival CRF CRC \$269.32

DOMINO'S 6042 - Total For Rec Center - Special Programs \$269.32

DOMINO'S 6042 - ALL DEPARTMENTS \$361.93

DWYER INSTRUMENTS, I

DWYER INSTRUMENTS, I	Regional Water Operations	well Level Sensors - Well Supplies	\$1,706.71
<i>DWYER INSTRUMENTS, I - Total For Regional Water Operations</i>			<i>\$1,706.71</i>
DWYER INSTRUMENTS, I - ALL DEPARTMENTS			\$1,706.71

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Police Administration	DETECTIVE AGENCIES & PROTECTIVE AGENC	\$611.00
<i>DYNAMIC CONTROLS INC - Total For Police Administration</i>			<i>\$611.00</i>
DYNAMIC CONTROLS INC - ALL DEPARTMENTS			\$611.00

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan Medical Director Co	\$800.00
EMERGENCY MEDICAL PH	Fire-EMS Administration	Dr. Colgan Medical Director Co	\$600.00
<i>EMERGENCY MEDICAL PH - Total For Fire-EMS Administration</i>			<i>\$1,400.00</i>
EMERGENCY MEDICAL PH - ALL DEPARTMENTS			\$1,400.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Engineering	Reimbursement For PLSW 2023 Tech Session	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Engineering</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment Reimbursement	\$47.78
EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool Allotment Reimbursement	\$261.45
<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			<i>\$309.23</i>
EMPLOYEE REIMBURSEME	Parks - Parks Maint.	Work clothing reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For Parks - Parks Maint.</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME	Police Administration	Confidential Legal or Medial Matters	\$305.00
<i>EMPLOYEE REIMBURSEME - Total For Police Administration</i>			<i>\$305.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$534.43
EMPLOYEE REIMBURSEME	Police Career Services	Work clothing reimbursement	\$267.71
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$802.14</i>
EMPLOYEE REIMBURSEME	Regional Water Operations	Jean Reimbursement Up to \$150 - Uniform E	\$146.08
EMPLOYEE REIMBURSEME	Regional Water Operations	Safety Boot Reimbursement-Uniform/Clothi	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i>			<i>\$296.08</i>
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$104.99

<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$104.99</i>
EMPLOYEE REIMBURSEME	Water Distribution	Work clothing reimbursement	\$44.97
EMPLOYEE REIMBURSEME	Water Distribution	Work boot reimbursement	\$150.00
EMPLOYEE REIMBURSEME	Water Distribution	Examination Reimbursement - Distr Sys Lvl I	\$100.00
EMPLOYEE REIMBURSEME	Water Distribution	Safety Toe Boot Reimbursement up to \$150	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$444.97</i>
EMPLOYEE REIMBURSEME	WWTP Operations	WWTP Level 2 Exam Fee Reimbursement	\$100.00
<i>EMPLOYEE REIMBURSEME - Total For WWTP Operations</i>			<i>\$100.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$2,612.41

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Monthly Potable water test	\$53.00
ENERGY LABORATORIES	Hogadon - Operations	monitoring well testing, 1of 2 invoices	\$81.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$134.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$134.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$528.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA testing	\$53.00
ENERGY LABRATORIES I	Water Tanks	Testing	\$330.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, SDWA	\$53.00
ENERGY LABRATORIES I	Water Tanks	Bacteria, Public Water Supply testing	\$531.00
<i>ENERGY LABRATORIES I - Total For Water Tanks</i>			<i>\$1,548.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$1,548.00

EVERWASH 215-618-880

EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Plan	\$26.21
EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Plan	\$26.21
EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Subscription	\$34.95
EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Plan	\$26.21
EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Plan	\$26.21
EVERWASH 215-618-880	Fire-EMS Operations	Car Wash Plan	\$26.21

EVERWASH 215-618-880 - Total For Fire-EMS Operations \$166.00

EVERWASH 215-618-880 - ALL DEPARTMENTS \$166.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC City Manager Temp Service \$290.96

EXPRESS SERVICES INC - Total For City Manager \$290.96

EXPRESS SERVICES INC Refuse - Residential Temp Services FOR MICHAEL MCCOY \$464.64

EXPRESS SERVICES INC Refuse - Residential Temp Services FOR MICHAEL MCCOY \$1,161.60

EXPRESS SERVICES INC - Total For Refuse - Residential \$1,626.24

EXPRESS SERVICES INC - ALL DEPARTMENTS \$1,917.20

EXXON COLUMBUS

EXXON COLUMBUS Police Career Services AUTOMATED FUEL DISPENSERS Evidence trai \$39.29

EXXON COLUMBUS - Total For Police Career Services \$39.29

EXXON COLUMBUS - ALL DEPARTMENTS \$39.29

EXXON GOOD TO GO STO

EXXON GOOD TO GO STO Fire-EMS Operations Fuel \$117.18

EXXON GOOD TO GO STO Fire-EMS Operations Fuel \$64.13

EXXON GOOD TO GO STO Fire-EMS Operations Fuel \$60.57

EXXON GOOD TO GO STO - Total For Fire-EMS Operations \$241.88

EXXON GOOD TO GO STO - ALL DEPARTMENTS \$241.88

FACEBK 2T9WXRXA22

FACEBK 2T9WXRXA22 Rec Center - Special Program Craft Fair Advertising \$25.50

FACEBK 2T9WXRXA22 - Total For Rec Center - Special Programs \$25.50

FACEBK 2T9WXRXA22 - ALL DEPARTMENTS \$25.50

FACEBK 27SBTU3722

FACEBK 27SBTU3722 Ft. Caspar Museum Facebook Advertising \$20.00

FACEBK 27SBTU3722 - Total For Ft. Caspar Museum \$20.00

FACEBK 27SBTU37Z2 - ALL DEPARTMENTS \$20.00

FACEBK B6K4TSKB22

FACEBK B6K4TSKB22 Rec Center - Special Program Craft Fair Advertising \$25.00

FACEBK B6K4TSKB22 - Total For Rec Center - Special Programs \$25.00

FACEBK B6K4TSKB22 - ALL DEPARTMENTS \$25.00

FACEBK UUIZ8STZA2

FACEBK UUIZ8STZA2 Sewer Stormwater ADVERTISING SERVICES FOR POOCH POOL P \$150.00

FACEBK UUIZ8STZA2 - Total For Sewer Stormwater \$150.00

FACEBK UUIZ8STZA2 - ALL DEPARTMENTS \$150.00

FACEBK XM927UFB22

FACEBK XM927UFB22 Rec Center - Special Program Craft Fair Advertising \$35.00

FACEBK XM927UFB22 - Total For Rec Center - Special Programs \$35.00

FACEBK XM927UFB22 - ALL DEPARTMENTS \$35.00

FACEBK ZQY2YRXA22

FACEBK ZQY2YRXA22 Rec Center - Special Program Craft Fair Advertising \$6.19

FACEBK ZQY2YRXA22 - Total For Rec Center - Special Programs \$6.19

FACEBK ZQY2YRXA22 - ALL DEPARTMENTS \$6.19

FALCON ENVIRONMENTAL

FALCON ENVIRONMENTAL WWTP Operations Process Pumps \$4,106.38

FALCON ENVIRONMENTAL - Total For WWTP Operations \$4,106.38

FALCON ENVIRONMENTAL - ALL DEPARTMENTS \$4,106.38

FEDEX OFFIC942000094

FEDEX OFFIC942000094 Community Development QUICK-COPY AND REPRODUCTION SERVICES \$146.49

FEDEX OFFIC942000094 Community Development QUICK-COPY AND REPRODUCTION SERVICES \$39.92

FEDEX OFFIC942000094 - Total For Community Development \$186.41

FEDEX OFFIC942000094 - ALL DEPARTMENTS

\$186.41

FEDEX785471511172

FEDEX785471511172	Fire-EMS Administration	Shipping for breathing air samples.	\$69.56
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<i>FEDEX785471511172 - Total For Fire-EMS Administration</i>			\$69.56
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FEDEX785471511172 - ALL DEPARTMENTS

\$69.56

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Balefill - Disposal & Landfill	2 PVC S40 SOC CAP FOR LDF CELL	\$20.34
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FERGUSON ENTERPRISES	Balefill - Disposal & Landfill	2 PVC S40 SOC CAP FOR LDF CELL	\$277.14
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<i>FERGUSON ENTERPRISES - Total For Balefill - Disposal & Landfill</i>			\$297.48
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FERGUSON ENTERPRISES	Water Distribution	ARV PARTS- WATER & SEWER LINE MATERIA	\$248.85
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<i>FERGUSON ENTERPRISES - Total For Water Distribution</i>			\$248.85
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FERGUSON ENTERPRISES - ALL DEPARTMENTS

\$546.33

FINDMYSHIFT

FINDMYSHIFT	Hogadon - Operations	Online shift scheduler	\$129.84
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<i>FINDMYSHIFT - Total For Hogadon - Operations</i>			\$129.84
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FINDMYSHIFT - ALL DEPARTMENTS

\$129.84

FIRE PROTECTION PUB

FIRE PROTECTION PUB	Fire-EMS Training	Promotional Testing Books	\$440.00
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<i>FIRE PROTECTION PUB - Total For Fire-EMS Training</i>			\$440.00
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FIRE PROTECTION PUB - ALL DEPARTMENTS

\$440.00

FIREPENNY

FIREPENNY	Fire-EMS Operations	2 -120 scene lights for the bucket of the rent	\$774.18
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<i>FIREPENNY - Total For Fire-EMS Operations</i>			\$774.18
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FIREPENNY - ALL DEPARTMENTS

\$774.18

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment Fees - 8/16/23 to 9/15/23	\$587.90
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			\$587.90
FIRST INTERSTATE BAN	Direct Distribution	Investment Fees - 8/16/23 to 9/15/23	\$245.13
<i>FIRST INTERSTATE BAN - Total For Direct Distribution</i>			\$245.13
FIRST INTERSTATE BAN	General Fund Revenue	Investment Fees - 8/16/23 to 9/15/23	\$7,581.39
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			\$7,581.39
FIRST INTERSTATE BAN	Health Insurance Fund	Investment Fees - 8/16/23 to 9/15/23	\$244.28
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			\$244.28
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment Fees - 8/16/23 to 9/15/23	\$408.33
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			\$408.33
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment Fees - 8/16/23 to 9/15/23	\$50.40
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			\$50.40
FIRST INTERSTATE BAN	Parking Fund	Investment Fees - 8/16/23 to 9/15/23	\$9.45
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			\$9.45
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment Fees - 8/16/23 to 9/15/23	\$2,364.15
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			\$2,364.15
FIRST INTERSTATE BAN	Police Administration	Check Order For Police Evidence Checking Ac	\$163.73
<i>FIRST INTERSTATE BAN - Total For Police Administration</i>			\$163.73
FIRST INTERSTATE BAN	Refuse - Residential	Investment Fees - 8/16/23 to 9/15/23	\$336.91
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			\$336.91
FIRST INTERSTATE BAN	Revolving Land Fund	Investment Fees - 8/16/23 to 9/15/23	\$55.34
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			\$55.34
FIRST INTERSTATE BAN	Sewer Administration	Investment Fees - 8/16/23 to 9/15/23	\$673.34
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			\$673.34
FIRST INTERSTATE BAN	Water Administration	Investment Fees - 8/16/23 to 9/15/23	\$1,867.37
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			\$1,867.37
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment Fees - 8/16/23 to 9/15/23	\$68.37
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			\$68.37
FIRST INTERSTATE BAN	WWTP Operations	Investment Fees - 8/16/23 to 9/15/23	\$971.97
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			\$971.97
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$15,628.06

FOREMANS QUALITY MAC

FOREMANS QUALITY MAC	WWTP Operations	Machine work	\$315.00
<i>FOREMANS QUALITY MAC - Total For WWTP Operations</i>			\$315.00

FOREMANS QUALITY MAC - ALL DEPARTMENTS \$315.00

FOXSTER OPCO, LLC

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

FOXSTER OPCO, LLC - Total For Public Transit - CARES Act \$2,546.50

FOXSTER OPCO, LLC - ALL DEPARTMENTS \$2,546.50

FRANKLIN PLANNER

FRANKLIN PLANNER Sewer Wastewater Collection office supplies \$97.84

FRANKLIN PLANNER - Total For Sewer Wastewater Collection \$97.84

FRANKLIN PLANNER - ALL DEPARTMENTS \$97.84

FRONTIER WELDING & F

FRONTIER WELDING & F WWTP Operations Air Pipe Repair \$4,560.00

FRONTIER WELDING & F - Total For WWTP Operations \$4,560.00

FRONTIER WELDING & F - ALL DEPARTMENTS \$4,560.00

FUN EXPRESS

FUN EXPRESS Rec Center - Special Program CRC CRF Fall Carnival Supplies \$410.26

FUN EXPRESS - Total For Rec Center - Special Programs \$410.26

FUN EXPRESS - ALL DEPARTMENTS \$410.26

GALLES GREENHOUSE AN

GALLES GREENHOUSE AN Parks - Parks Maint. memorial tree Conwell \$416.64

GALLES GREENHOUSE AN - Total For Parks - Parks Maint. \$416.64

GALLES GREENHOUSE AN - ALL DEPARTMENTS \$416.64

GEOTECH

GEOTECH Fire-EMS Operations Parts for Gas Monitors for Engines \$828.94

GEOTECH - Total For Fire-EMS Operations \$828.94

GEOTECH - ALL DEPARTMENTS

\$828.94

GH PHIPPS WYOMING LL

GH PHIPPS WYOMING LL	Capital Projects Fund	Retainage - Contract #92400012	\$10,958.73
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<i>GH PHIPPS WYOMING LL - Total For Capital Projects Fund</i>			\$10,958.73
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GH PHIPPS WYOMING LL - ALL DEPARTMENTS

\$10,958.73

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Loss Funds - November 2023	\$74,166.67
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<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			\$74,166.67
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GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS

\$74,166.67

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Equipment Training	\$95.00
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<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			\$95.00
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GOLF SAFETY - ALL DEPARTMENTS

\$95.00

GRAFFITI SOLUTIONS,

GRAFFITI SOLUTIONS,	Parks - Parks Maint.	Product to remove graffiti	\$282.45
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<i>GRAFFITI SOLUTIONS, - Total For Parks - Parks Maint.</i>			\$282.45
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GRAFFITI SOLUTIONS, - ALL DEPARTMENTS

\$282.45

GRAINGER, INC.

GRAINGER, INC.	Balefill - Diversion & Special	Aluminum Pad Holder FOR FLOORS AT SPECI	\$72.48
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GRAINGER, INC.	Balefill - Diversion & Special	Pad Holder w/Squeegee	\$45.97
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<i>GRAINGER, INC. - Total For Balefill - Diversion & Special</i>			\$118.45
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GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair supplies for Ice Arena - Grainge	\$176.98
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GRAINGER, INC.	Buildings & Structures Fund	Pool repair supplies for Aquatics Center - Gra	\$301.38
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GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair supplies for Ice Arena - Grainge	\$39.99
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GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies - Grainger	\$95.39
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GRAINGER, INC.	Buildings & Structures Fund	HVAC Repair supplies for Ice Arena - Grainge	\$28.38
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<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			\$642.12
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GRAINGER, INC.	Refuse - Residential	SMALL TOOLS FOR TRUCK BARN ARCH PUNC	\$90.94
<i>GRAINGER, INC. - Total For Refuse - Residential</i>			<i>\$90.94</i>
GRAINGER, INC.	Regional Water Operations	Light Ballasts - Building Supplies	\$55.08
GRAINGER, INC.	Regional Water Operations	Ballast for Main Building - Building Supplies	\$12.21
GRAINGER, INC.	Regional Water Operations	Wall Heaters for Well Houses - Well Supplies	\$990.98
GRAINGER, INC.	Regional Water Operations	LED Light Bulbs - Building Supplies	\$159.20
<i>GRAINGER, INC. - Total For Regional Water Operations</i>			<i>\$1,217.47</i>
GRAINGER, INC.	WWTP Operations	Controller	\$446.21
GRAINGER, INC.	WWTP Operations	Motor	\$428.98
GRAINGER, INC.	WWTP Operations	Sign	\$5.40
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$880.59</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$2,949.57

GSG ARCHITECTURE

GSG ARCHITECTURE	Capital Projects Fund	Design and CA of CFAC Natatori	\$7,242.10
<i>GSG ARCHITECTURE - Total For Capital Projects Fund</i>			<i>\$7,242.10</i>
GSG ARCHITECTURE - ALL DEPARTMENTS			\$7,242.10

HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Colorimeter - Lab Supply	\$2,197.00
HACH CO., CORP.	Regional Water Operations	Srvce. 2 Analyzers & Turbidimeters - Prof. Sr	\$5,586.00
HACH CO., CORP.	Regional Water Operations	Reagents, Washes, Compounds, & Soltns - La	\$896.85
HACH CO., CORP.	Regional Water Operations	Buffer Solution - Lab Supplies	\$61.50
HACH CO., CORP.	Regional Water Operations	Srvce. 2 Analyzers & Turbidimeters - Prof. Sr	\$1,061.59
<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$9,802.94</i>
HACH CO., CORP. - ALL DEPARTMENTS			\$9,802.94

HANDCUFF/BATON

HANDCUFF/BATON	Police Administration	MISCELLANEOUS AND RETAIL STORES trainin	\$302.40
<i>HANDCUFF/BATON - Total For Police Administration</i>			<i>\$302.40</i>
HANDCUFF/BATON - ALL DEPARTMENTS			\$302.40

HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Regional Water Operations	Parts Organizers - Office Supplies	\$11.96
<i>HARBOR FREIGHT TOOLS - Total For Regional Water Operations</i>			<i>\$11.96</i>
HARBOR FREIGHT TOOLS	Traffic Control	Tools for city owned pole inspections	\$85.96
<i>HARBOR FREIGHT TOOLS - Total For Traffic Control</i>			<i>\$85.96</i>
HARBOR FREIGHT TOOLS	Water Distribution	EXT CORDS FOR 110V MIG WELDER- OTHER	\$149.98
HARBOR FREIGHT TOOLS	Water Distribution	NUT SET FOR CORDLESS DRILL, BAG FOR SA	\$42.83
<i>HARBOR FREIGHT TOOLS - Total For Water Distribution</i>			<i>\$192.81</i>
HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$290.73

HARDLINE EQUIPMENT L

HARDLINE EQUIPMENT L	Refuse - Residential	Repair TRK#2300 SWEEPER 2019	\$23,535.15
<i>HARDLINE EQUIPMENT L - Total For Refuse - Residential</i>			<i>\$23,535.15</i>
HARDLINE EQUIPMENT L - ALL DEPARTMENTS			\$23,535.15

HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Roof repair supplies for Rec Center - CY Ace	\$19.99
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Ft. Caspar - CY Ace	\$26.98
HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Solid Waste - CY Ace	\$23.97
<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			<i>\$70.94</i>
HARDWARE PARTNERS LL	Cemetery	supplies	\$19.99
<i>HARDWARE PARTNERS LL - Total For Cemetery</i>			<i>\$19.99</i>
HARDWARE PARTNERS LL	Fire-EMS Operations	Station Supplies	\$145.88
HARDWARE PARTNERS LL	Fire-EMS Operations	Station Supplies	\$72.97
<i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i>			<i>\$218.85</i>
HARDWARE PARTNERS LL	Hogadon - Operations	Tool Repair	\$24.95
<i>HARDWARE PARTNERS LL - Total For Hogadon - Operations</i>			<i>\$24.95</i>
HARDWARE PARTNERS LL	Parks - Parks Maint.	Conwell supplies	\$45.94
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			<i>\$45.94</i>
HARDWARE PARTNERS LL	Regional Water Operations	Snow Tools/Pusher & Washer Hose - Buildin	\$105.57
<i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i>			<i>\$105.57</i>
HARDWARE PARTNERS LL	Weed & Pest Fund	bits	\$35.98
<i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i>			<i>\$35.98</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$522.22

HD SUPPLY FACILITIES

HD SUPPLY FACILITIES	Buildings & Structures Fund	Custodial Supplies for CBC - HD Supply	\$77.56
HD SUPPLY FACILITIES	Buildings & Structures Fund	Custodial Supplies for CBC - HD Supply	\$141.58
<i>HD SUPPLY FACILITIES - Total For Buildings & Structures Fund</i>			<i>\$219.14</i>
HD SUPPLY FACILITIES - ALL DEPARTMENTS			\$219.14

HOMAX OIL SALES INC

HOMAX OIL SALES INC	WWTP Operations	Antifreeze	\$35.25
<i>HOMAX OIL SALES INC - Total For WWTP Operations</i>			<i>\$35.25</i>
HOMAX OIL SALES INC - ALL DEPARTMENTS			\$35.25

HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Power Tran Fluid FOR LDF EQUIPT	\$699.80
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$699.80</i>
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$4,593.45
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$4,593.45</i>
HOMAX OIL SALES, INC	Water Meters	Fuel	\$1,218.89
<i>HOMAX OIL SALES, INC - Total For Water Meters</i>			<i>\$1,218.89</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$6,512.14

HOMEDEPOT.COM

HOMEDEPOT.COM	Hogadon - Operations	Slope Drain	\$43.20
<i>HOMEDEPOT.COM - Total For Hogadon - Operations</i>			<i>\$43.20</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$43.20

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	WWTP Regional Interceptors	Hose, fittings	\$20.35
<i>HOSE AND RUBBER SUPP - Total For WWTP Regional Interceptors</i>			<i>\$20.35</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$20.35

HUB INTL. MOUNTAIN S

HUB INTL. MOUNTAIN S	Property Insurance Fund	General Liability Audit Eff - Hogadon	\$15,513.00
<i>HUB INTL. MOUNTAIN S - Total For Property Insurance Fund</i>			<i>\$15,513.00</i>
HUB INTL. MOUNTAIN S - ALL DEPARTMENTS			\$15,513.00

ICMA ONLINE

ICMA ONLINE	City Manager	CHARITABLE AND SOCIAL SERVICE ORGANIZ	\$1,200.00
<i>ICMA ONLINE - Total For City Manager</i>			<i>\$1,200.00</i>
ICMA ONLINE - ALL DEPARTMENTS			\$1,200.00

IDI

IDI	Police Investigations	PROFESSIONAL SERVICES NOT ELSEWHERE C	\$310.00
<i>IDI - Total For Police Investigations</i>			<i>\$310.00</i>
IDI - ALL DEPARTMENTS			\$310.00

IMLSS UTAH

IMLSS UTAH	Buildings & Structures Fund	Lock supplies for BAS Shop - IMLSS	\$208.96
<i>IMLSS UTAH - Total For Buildings & Structures Fund</i>			<i>\$208.96</i>
IMLSS UTAH - ALL DEPARTMENTS			\$208.96

INDUSTRIAL SCREEN &

INDUSTRIAL SCREEN &	Balefill - Baler Processing	BALER HOLD DOWN BAR REPLACEMENT FOR	\$4,532.00
INDUSTRIAL SCREEN &	Balefill - Baler Processing	BALER HOLD DOWN BAR REPLACEMENT SO	\$4,532.00
<i>INDUSTRIAL SCREEN & - Total For Balefill - Baler Processing</i>			<i>\$9,064.00</i>
INDUSTRIAL SCREEN & - ALL DEPARTMENTS			\$9,064.00

INSTALLATION & SVC.

INSTALLATION & SVC.	Water Distribution	2023 CPU Asphalt Repair	\$22,557.75
<i>INSTALLATION & SVC. - Total For Water Distribution</i>			<i>\$22,557.75</i>
INSTALLATION & SVC.	Water Revenue and Transfer	Retainage - Contract #23300089	\$1,187.25
<i>INSTALLATION & SVC. - Total For Water Revenue and Transfers</i>			<i>\$1,187.25</i>
INSTALLATION & SVC. - ALL DEPARTMENTS			\$23,745.00

INTERWEST PAPER INC

INTERWEST PAPER INC	Refuse - Recycling	Recyclables Trailer of Plastics to Salt Lake	\$1,081.26
<i>INTERWEST PAPER INC - Total For Refuse - Recycling</i>			<i>\$1,081.26</i>
INTERWEST PAPER INC - ALL DEPARTMENTS			\$1,081.26

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fire-EMS Prevent & Inspect	Digital 2021 Fire Code Subscription	\$91.55
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Prevent & Inspect</i>			<i>\$91.55</i>
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$91.55

INTUIT, INC.

INTUIT, INC.	Balefill - Disposal & Landfill	INSTALL COMMUNICATION THERMAL MONI	\$325.00
<i>INTUIT, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$325.00</i>
INTUIT, INC.	Direct Distribution - Fire	Psychological testing of new hires	\$400.00
INTUIT, INC.	Direct Distribution - Fire	Psychological testing of new hires	\$400.00
INTUIT, INC.	Direct Distribution - Fire	Psychological testing of new hires	\$400.00
<i>INTUIT, INC. - Total For Direct Distribution - Fire</i>			<i>\$1,200.00</i>
INTUIT, INC.	Fire-EMS Operations	Payment for Sleeping quarters renovation at	\$3,570.75
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$3,570.75</i>
INTUIT, INC.	Hogadon - Operations	SAFETY FENCE	\$683.82
<i>INTUIT, INC. - Total For Hogadon - Operations</i>			<i>\$683.82</i>
INTUIT, INC.	Parks - Parks Maint.	Graffiti Removal - Skate Park	\$1,000.00
INTUIT, INC.	Parks - Parks Maint.	Graffiti Removal - Adventure Land	\$250.00
<i>INTUIT, INC. - Total For Parks - Parks Maint.</i>			<i>\$1,250.00</i>
INTUIT, INC.	WWTP Operations	Credit for Creed Inspection	(\$3,350.00)
<i>INTUIT, INC. - Total For WWTP Operations</i>			<i>(\$3,350.00)</i>
INTUIT, INC. - ALL DEPARTMENTS			\$3,679.57

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	Regional Water Operations	6 Sand Pump Soft Starts - General Supplies	\$5,600.00
<i>ITC ELECTRICAL TECHN - Total For Regional Water Operations</i>			<i>\$5,600.00</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$5,600.00

JAY'S 1 STOP

JAY'S 1 STOP	Police Career Services	AUTOMATED FUEL DISPENSERS Evidence trai	\$18.48
<i>JAY'S 1 STOP - Total For Police Career Services</i>			<i>\$18.48</i>
JAY'S 1 STOP - ALL DEPARTMENTS			\$18.48

JFH DISTRIBUTING

JFH DISTRIBUTING	WWTP Operations	Ductile Iron & Freight/Handling Charge	\$2,146.43
<i>JFH DISTRIBUTING - Total For WWTP Operations</i>			<i>\$2,146.43</i>
JFH DISTRIBUTING - ALL DEPARTMENTS			\$2,146.43

KINSCO LLC

KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$110.00
KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$110.00
KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$114.00
KINSCO LLC	Direct Distribution - Fire	Uniform supplies	\$110.00
<i>KINSCO LLC - Total For Direct Distribution - Fire</i>			<i>\$444.00</i>
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$70.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$80.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$6.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$65.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$151.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$70.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$110.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$145.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$36.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$36.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$145.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$18.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$70.00

KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$263.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$6.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$110.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00
KINSCO LLC	Fire-EMS Operations	Uniform supplies	\$35.00

KINSCO LLC - Total For Fire-EMS Operations \$1,626.00

KINSCO LLC - ALL DEPARTMENTS \$2,070.00

KNIFE RIVER/JTL

KNIFE RIVER/JTL	Capital Projects Fund	Coffman Avenue Repairs 19-030	\$203,629.41
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KNIFE RIVER/JTL - Total For Capital Projects Fund \$203,629.41

KNIFE RIVER/JTL	Refuse - Commercial	CRUSHED CONCRETE FIXING ALLEYS	\$309.17
KNIFE RIVER/JTL	Refuse - Commercial	CRUSHED CONCRETE FIXING ALLEYS	\$295.89
KNIFE RIVER/JTL	Refuse - Commercial	CRUSHED CONCRETE FIXING ALLEYS	\$386.45

KNIFE RIVER/JTL - Total For Refuse - Commercial \$991.51

KNIFE RIVER/JTL	Sewer Wastewater Collection	Coffman Avenue Repairs 19-030	\$104,775.50
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KNIFE RIVER/JTL - Total For Sewer Wastewater Collection \$104,775.50

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$559.36
KNIFE RIVER/JTL	Streets	Crushed Base	\$541.28
KNIFE RIVER/JTL	Streets	City Mix 2/Fiber Mesh/Winter Fee/Fuel Surc	\$312.90
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$555.68

KNIFE RIVER/JTL - Total For Streets \$1,969.22

KNIFE RIVER/JTL	Water Distribution	Coffman Avenue Repairs 19-030	\$125,998.50
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KNIFE RIVER/JTL - Total For Water Distribution \$125,998.50

KNIFE RIVER/JTL - ALL DEPARTMENTS \$437,364.14

KUM&GO 0970R SARATOG

KUM&GO 0970R SARATOG	Human Resources	WAM HR CONFERENCE	\$27.33
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KUM&GO 0970R SARATOG - Total For Human Resources \$27.33

KUM&GO 0970R SARATOG - ALL DEPARTMENTS \$27.33

KURANDA

KURANDA	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES c	\$421.00
<i>KURANDA - Total For Metro Animal Shelter</i>			<i>\$421.00</i>
KURANDA - ALL DEPARTMENTS			\$421.00

L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Direct Distribution - Fire	Uniform supplies	\$30,800.00
<i>L.N. CURTIS & SONS I - Total For Direct Distribution - Fire</i>			<i>\$30,800.00</i>
L.N. CURTIS & SONS I	Fire-EMS Operations	Uniform supplies	\$413.93
<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$413.93</i>
L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$31,213.93

LAMCRAFT - PC

LAMCRAFT - PC	General Fund Revenue	Bookmarks for resale in gift shop	\$117.04
<i>LAMCRAFT - PC - Total For General Fund Revenue</i>			<i>\$117.04</i>
LAMCRAFT - PC - ALL DEPARTMENTS			\$117.04

LAWSON PRODUCTS INC

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

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning/Janitorial Service	\$480.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$480.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$480.00

LOAF N JUG #0130

LOAF N JUG #0130	Fire-EMS Operations	Snacks for crews doing an overnight fire wat	\$18.56
<i>LOAF N JUG #0130 - Total For Fire-EMS Operations</i>			<i>\$18.56</i>
LOAF N JUG #0130 - ALL DEPARTMENTS			\$18.56

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Regional Water Operations	Check Thermostat Front Entry - Maintenanc	\$273.00
LONG BUILDING TECHNO	Regional Water Operations	Heating Repair/ Flush Coil - Maintenance/Re	\$682.50
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			<i>\$955.50</i>
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$955.50

MAVERIK #344

MAVERIK #344	Police Career Services	AUTOMATED FUEL DISPENSERS Training trav	\$26.03
<i>MAVERIK #344 - Total For Police Career Services</i>			<i>\$26.03</i>
MAVERIK #344 - ALL DEPARTMENTS			\$26.03

MENARDS CASPER WY

MENARDS CASPER WY	Buildings & Structures Fund	Carpentry supplies for Rec Center - Menards	\$93.43
MENARDS CASPER WY	Buildings & Structures Fund	New ceiling tiles for Fire Station 3 - Menards	\$29.97
<i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i>			<i>\$123.40</i>
MENARDS CASPER WY	Cemetery	gloves	\$7.85
<i>MENARDS CASPER WY - Total For Cemetery</i>			<i>\$7.85</i>
MENARDS CASPER WY	Refuse - Recycling	MULTI PURPOSE RACK FOR BROOMS AND D	\$19.72
<i>MENARDS CASPER WY - Total For Refuse - Recycling</i>			<i>\$19.72</i>
MENARDS CASPER WY	Regional Water Operations	Parts for the Filter Gallery Project - Machiner	\$22.62
<i>MENARDS CASPER WY - Total For Regional Water Operations</i>			<i>\$22.62</i>
MENARDS CASPER WY	Water Distribution	VALVE BOX- WATER & SEWER LINE MATERIA	\$26.94
MENARDS CASPER WY	Water Distribution	BLINDS FOR RICHARDS OFFICE AND CONFER	\$18.96
MENARDS CASPER WY	Water Distribution	ARV MAINTENANCE, SAW BLADE FOR SAWZ	\$92.87
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$138.77</i>
MENARDS CASPER WY	Weed & Pest Fund	shop supplies	\$26.97
<i>MENARDS CASPER WY - Total For Weed & Pest Fund</i>			<i>\$26.97</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$339.33

MGM GRAND - FRONT DE

MGM GRAND - FRONT DE	Police Career Services	MGM GRAND HOTEL PowerDMS conference	\$662.13
<i>MGM GRAND - FRONT DE - Total For Police Career Services</i>			<i>\$662.13</i>

MGM GRAND - FRONT DE - ALL DEPARTMENTS \$662.13

MICHAELSFENCE&SUPPLY

MICHAELSFENCE&SUPPLY WWTP Operations Motors \$1,400.00

MICHAELSFENCE&SUPPLY - Total For WWTP Operations \$1,400.00

MICHAELSFENCE&SUPPLY - ALL DEPARTMENTS \$1,400.00

MIDLAND IMPLEMENT, I

MIDLAND IMPLEMENT, I Balefill - Diversion & Special Ventrac tractor mower with 72" mow deck \$45,260.09

MIDLAND IMPLEMENT, I Balefill - Diversion & Special Ventrac tractor mower with 72" mow deck \$372.91

MIDLAND IMPLEMENT, I - Total For Balefill - Diversion & Special \$45,633.00

MIDLAND IMPLEMENT, I - ALL DEPARTMENTS \$45,633.00

ML AUTOMOTIVE

ML AUTOMOTIVE Fleet Maintenance Fund 230081 Vehicle alignment \$157.00

ML AUTOMOTIVE Fleet Maintenance Fund 230082 Vehicle alignment \$157.00

ML AUTOMOTIVE Fleet Maintenance Fund 060665 Vehicle alignment \$157.00

ML AUTOMOTIVE - Total For Fleet Maintenance Fund \$471.00

ML AUTOMOTIVE - ALL DEPARTMENTS \$471.00

MOUNTAIN STATES

MOUNTAIN STATES Customer Service Printing Service - window envelopes \$865.19

MOUNTAIN STATES - Total For Customer Service \$865.19

MOUNTAIN STATES - ALL DEPARTMENTS \$865.19

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH General Fund Revenue Books for resale in gift shop \$208.80

MOUNTAIN STATES LITH - Total For General Fund Revenue \$208.80

MOUNTAIN STATES LITH - ALL DEPARTMENTS \$208.80

MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	Itron Water Meter	\$6,597.87
MOUNTAIN STATES PIPE	Water Meters	Itron Water Meter	\$5,096.62
<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			<i>\$11,694.49</i>
MOUNTAIN STATES PIPE - ALL DEPARTMENTS			\$11,694.49

MOUNTAIN VIEW SINCLA

MOUNTAIN VIEW SINCLA	City Manager	AUTOMATED FUEL DISPENSERS WAM in Sho	\$34.18
<i>MOUNTAIN VIEW SINCLA - Total For City Manager</i>			<i>\$34.18</i>
MOUNTAIN VIEW SINCLA - ALL DEPARTMENTS			\$34.18

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Aquatics- Marion Kreiner Op	Acct #12211	\$2.01
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$2.01</i>
MOUNTAIN WEST TECHNO	Aquatics- Mike Sedar Oper.	Acct #12214	\$2.01
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$2.01</i>
MOUNTAIN WEST TECHNO	Aquatics- Paradise Valley Op	Acct #12212	\$2.01
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Paradise Valley Oper</i>			<i>\$2.01</i>
MOUNTAIN WEST TECHNO	Aquatics- Washington Oper	Acct #12213	\$2.01
<i>MOUNTAIN WEST TECHNO - Total For Aquatics- Washington Oper</i>			<i>\$2.01</i>
MOUNTAIN WEST TECHNO	Casper Business Center	Acct #20778	\$82.74
<i>MOUNTAIN WEST TECHNO - Total For Casper Business Center</i>			<i>\$82.74</i>
MOUNTAIN WEST TECHNO	Hogadon - Operations	Guest internet	\$60.95
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			<i>\$60.95</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$451.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$451.00</i>
MOUNTAIN WEST TECHNO	Miller St. Dormitory	Acct #13502	\$51.95
<i>MOUNTAIN WEST TECHNO - Total For Miller St. Dormitory</i>			<i>\$51.95</i>
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$654.68

MURDOCH'S RANCH&HOME

MURDOCH'S RANCH&HOM	Cemetery	gloves	\$42.98
<i>MURDOCH'S RANCH&HOME - Total For Cemetery</i>			<i>\$42.98</i>
MURDOCH'S RANCH&HOM	Weed & Pest Fund	coupler	\$34.99

MURDOCH'S RANCH&HOME - Total For Weed & Pest Fund \$34.99

MURDOCH'S RANCH&HOME - ALL DEPARTMENTS \$77.97

N PLATTE PHY THERAPY

N PLATTE PHY THERAPY Risk Management Confidential Medial Services \$600.00

N PLATTE PHY THERAPY - Total For Risk Management \$600.00

N PLATTE PHY THERAPY - ALL DEPARTMENTS \$600.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP Sewer Wastewater Collection Izaak Walton generator filter \$4.44

NAPA AUTO PARTS CORP Sewer Wastewater Collection shop tool repair parts \$74.51

NAPA AUTO PARTS CORP - Total For Sewer Wastewater Collection \$78.95

NAPA AUTO PARTS CORP Water Distribution WELDING SHOP HOSE- BUILDING SUPPLIES \$21.58

NAPA AUTO PARTS CORP - Total For Water Distribution \$21.58

NAPA AUTO PARTS CORP WWTP Operations Pliers \$19.76

NAPA AUTO PARTS CORP - Total For WWTP Operations \$19.76

NAPA AUTO PARTS CORP WWTP Regional Interceptors Filters \$56.91

NAPA AUTO PARTS CORP - Total For WWTP Regional Interceptors \$56.91

NAPA AUTO PARTS CORP - ALL DEPARTMENTS \$177.20

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC Direct Distrib - Soc Com Svcs Expenditures \$14,976.08

NATRONA COUNTY OFFIC Direct Distrib - Soc Com Svcs Dtentn Cntr JPB - Drain Waste Vent \$2,285.49

NATRONA COUNTY OFFIC Direct Distrib - Soc Com Svcs \$1,876.98

NATRONA COUNTY OFFIC - Total For Direct Distrib - Soc Com Svcs \$19,138.55

NATRONA COUNTY OFFIC - ALL DEPARTMENTS \$19,138.55

NICOLAYSEN ART MUSEU

NICOLAYSEN ART MUSEU Capital Projects Fund 1% #16 Funding Nicolaysen Art \$75,451.60

NICOLAYSEN ART MUSEU - Total For Capital Projects Fund \$75,451.60

NICOLAYSEN ART MUSEU - ALL DEPARTMENTS \$75,451.60

NORCO, INC.

NORCO, INC.	Buildings & Structures Fund	north casper clubhouse	\$238.84
NORCO, INC.	Buildings & Structures Fund	Bathroom Tissue & Garbage Bags	\$524.74
NORCO, INC.	Buildings & Structures Fund	Bathroom Tissue & Paper Towels	\$147.29
<i>NORCO, INC. - Total For Buildings & Structures Fund</i>			<i>\$910.87</i>
NORCO, INC.	Cemetery	gloves	\$125.68
NORCO, INC.	Cemetery	office supplies	\$190.79
<i>NORCO, INC. - Total For Cemetery</i>			<i>\$316.47</i>
NORCO, INC.	Fleet Maintenance Fund	Cylinder Rental	\$176.39
<i>NORCO, INC. - Total For Fleet Maintenance Fund</i>			<i>\$176.39</i>
NORCO, INC.	Metro Animal Shelter	Bleach, Latex Gloves & Laundry Detergent	\$264.08
<i>NORCO, INC. - Total For Metro Animal Shelter</i>			<i>\$264.08</i>
NORCO, INC.	Water Distribution	NORTON GEMINI MINI DISK, BIG CAT ABRASI	\$116.06
<i>NORCO, INC. - Total For Water Distribution</i>			<i>\$116.06</i>
NORCO, INC.	Water Meters	R-OXYGEN- OTHER MATERIALS & SUPPLIES	\$20.94
NORCO, INC.	Water Meters	HARD HATS- OTHER MATERIALS & SUPPLIES	\$140.00
<i>NORCO, INC. - Total For Water Meters</i>			<i>\$160.94</i>
NORCO, INC. - ALL DEPARTMENTS			\$1,944.81

NORTHROP BOILER WORK

NORTHROP BOILER WORK	WWTP Operations	Boiler materials	\$169.15
<i>NORTHROP BOILER WORK - Total For WWTP Operations</i>			<i>\$169.15</i>
NORTHROP BOILER WORK - ALL DEPARTMENTS			\$169.15

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Balefill - Baler Processing	TOOLS FOR BALER BLDG	\$332.77
<i>NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing</i>			<i>\$332.77</i>
NORTHWEST CONTRACTOR	Refuse - Recycling	PLATE COMPACTOR SMALL TOOL MRF BDLG	\$1,910.78
<i>NORTHWEST CONTRACTOR - Total For Refuse - Recycling</i>			<i>\$1,910.78</i>
NORTHWEST CONTRACTOR	Refuse - Residential	TOOLS FOR TRUCKS/FLEET	\$400.92
<i>NORTHWEST CONTRACTOR - Total For Refuse - Residential</i>			<i>\$400.92</i>
NORTHWEST CONTRACTOR	Streets	Marking paint (2 Cases)	\$139.20
<i>NORTHWEST CONTRACTOR - Total For Streets</i>			<i>\$139.20</i>

NORTHWEST CONTRACTOR	WWTP Operations	Drill	\$170.38
<i>NORTHWEST CONTRACTOR - Total For WWTP Operations</i>			<i>\$170.38</i>
NORTHWEST CONTRACTOR - ALL DEPARTMENTS			\$2,954.05

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Police Administration	Veterinary services	\$1,141.83
<i>NVA CASPER VETERINAR - Total For Police Administration</i>			<i>\$1,141.83</i>
NVA CASPER VETERINAR - ALL DEPARTMENTS			\$1,141.83

ODP BUS SOL LLC

ODP BUS SOL LLC	Human Resources	Credit for 1 presentation clicker	(\$25.90)
ODP BUS SOL LLC	Human Resources	1 wireless presentation clicker	\$26.47
ODP BUS SOL LLC	Human Resources	1 pk bright color folders, 1 pk AA batteries	\$24.18
ODP BUS SOL LLC	Human Resources	1 wireless presentation clicker	\$25.90
<i>ODP BUS SOL LLC - Total For Human Resources</i>			<i>\$50.65</i>
ODP BUS SOL LLC - ALL DEPARTMENTS			\$50.65

OFFICE SHOP INC

OFFICE SHOP INC	Fire-EMS Administration	Copier usage	\$76.13
<i>OFFICE SHOP INC - Total For Fire-EMS Administration</i>			<i>\$76.13</i>
OFFICE SHOP INC - ALL DEPARTMENTS			\$76.13

ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets For October	\$111.00
ONE CALL OF WY.	Parks - Parks Maint.	Tickets For September	\$149.25
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$260.25</i>
ONE CALL OF WY.	Sewer Wastewater Collection	Tickets For October	\$372.26
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$372.26</i>
ONE CALL OF WY.	Traffic Control	Tickets For October	\$48.75
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$48.75</i>
ONE CALL OF WY.	Water Distribution	Tickets For October	\$454.99
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$454.99</i>

ONE CALL OF WY. - ALL DEPARTMENTS

\$1,136.25

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Operations	Sample testing & disposal	\$1,017.00
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<i>PACE ANALYTICAL SERV - Total For WWTP Operations</i>			\$1,017.00
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PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$316.00
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PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$448.00
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PACE ANALYTICAL SERV	WWTP Pretreatment	Sample testing & disposal	\$454.00
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<i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i>			\$1,218.00
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PACE ANALYTICAL SERV - ALL DEPARTMENTS

\$2,235.00

PAYPAL RM FBINAA

PAYPAL RM FBINAA	Police Administration	CHARITABLE AND SOCIAL SERVICE ORGANIZ	\$90.00
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<i>PAYPAL RM FBINAA - Total For Police Administration</i>			\$90.00
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PAYPAL RM FBINAA - ALL DEPARTMENTS

\$90.00

PEAK GEOSOLUTIONS/ S

PEAK GEOSOLUTIONS/ S	Balefill - Disposal & Landfill	GemsS028749-OP/Mnt/mon srvcs g	\$13,503.00
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<i>PEAK GEOSOLUTIONS/ S - Total For Balefill - Disposal & Landfill</i>			\$13,503.00
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PEAK GEOSOLUTIONS/ S - ALL DEPARTMENTS

\$13,503.00

PEDEN'S INC

PEDEN'S INC	Balefill - Diversion & Special	Screen Printing Service SW & SH Uniforms	\$260.36
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<i>PEDEN'S INC - Total For Balefill - Diversion & Special</i>			\$260.36
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PEDEN'S INC	Refuse - Recycling	Screen Printing Service for MRF Crew	\$336.19
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PEDEN'S INC	Refuse - Recycling	Screen Printing Service for MRF Crew	\$336.19
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<i>PEDEN'S INC - Total For Refuse - Recycling</i>			\$672.38
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PEDEN'S INC - ALL DEPARTMENTS

\$932.74

PEPPER TANK & CONTRA

PEPPER TANK & CONTRA	WWTP Operations	8" Pipe Flange	\$560.00
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<i>PEPPER TANK & CONTRA - Total For WWTP Operations</i>			\$560.00
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PEPPER TANK & CONTRA - ALL DEPARTMENTS \$560.00

PINNACLE CONSTRUCTIO

PINNACLE CONSTRUCTIO	Capital Projects Fund	Retainage - Contract #92400013	\$9,602.75
PINNACLE CONSTRUCTIO	Capital Projects Fund	Fire Station No. 3 Roof Replac	\$182,452.25
<i>PINNACLE CONSTRUCTIO - Total For Capital Projects Fund</i>			<i>\$192,055.00</i>
PINNACLE CONSTRUCTIO - ALL DEPARTMENTS			\$192,055.00

POCKETPRESS

POCKETPRESS	Police Administration	MISCELLANEOUS PUBLISHING & PRINTING	\$949.05
<i>POCKETPRESS - Total For Police Administration</i>			<i>\$949.05</i>
POCKETPRESS - ALL DEPARTMENTS			\$949.05

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$4,456.30
POSTAL PROS, INC.	Customer Service	Postage / Mail Service	\$4,605.57
POSTAL PROS, INC.	Customer Service	Utility Billing / Postage / Mail Service	\$51.31
POSTAL PROS, INC.	Customer Service	Scanners, E-Stmts, Texts & Payments / IVR P	\$5,158.70
POSTAL PROS, INC.	Customer Service	UB/Past Due Printing / Postage / Mail Servic	\$502.55
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$14,774.43</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$14,774.43

PROKOTEENGINEERINGSU

PROKOTEENGINEERINGSU	WWTP Operations	Credit	(\$167.33)
<i>PROKOTEENGINEERINGSU - Total For WWTP Operations</i>			<i>(\$167.33)</i>
PROKOTEENGINEERINGSU - ALL DEPARTMENTS			(\$167.33)

PSI SERVICES LLC

PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00

PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
PSI SERVICES LLC	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$175.00
<i>PSI SERVICES LLC - Total For Police Career Services</i>			<i>\$1,400.00</i>
PSI SERVICES LLC - ALL DEPARTMENTS			\$1,400.00

PURVIS INDUSTRIES

PURVIS INDUSTRIES	Water Meters	Freight Charges	\$25.36
<i>PURVIS INDUSTRIES - Total For Water Meters</i>			<i>\$25.36</i>
PURVIS INDUSTRIES - ALL DEPARTMENTS			\$25.36

QA BALANCE SERVICES

QA BALANCE SERVICES	WWTP Operations	Annual balance calibration	\$560.00
<i>QA BALANCE SERVICES - Total For WWTP Operations</i>			<i>\$560.00</i>
QA BALANCE SERVICES - ALL DEPARTMENTS			\$560.00

REED'S AUTOMOTIVE &

REED'S AUTOMOTIVE &	Fleet Maintenance Fund	230085 Vehicle repair	\$334.31
<i>REED'S AUTOMOTIVE & - Total For Fleet Maintenance Fund</i>			<i>\$334.31</i>
REED'S AUTOMOTIVE & - ALL DEPARTMENTS			\$334.31

REPUBLIC PARKING SYS

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

RGB INC

RGB INC	Public Transit - Operations	Bi-Annual Service	\$110.00
<i>RGB INC - Total For Public Transit - Operations</i>			<i>\$110.00</i>
RGB INC - ALL DEPARTMENTS			\$110.00

RICKS CUSTOMS

RICKS CUSTOMS	Fire-EMS Administration	Retirement Plaques - Kirt Rowe & Chad Dent	\$144.20
<i>RICKS CUSTOMS - Total For Fire-EMS Administration</i>			<i>\$144.20</i>
RICKS CUSTOMS - ALL DEPARTMENTS			\$144.20

RICOH USA INC

RICOH USA INC	Community Development	Copier usage	\$21.57
<i>RICOH USA INC - Total For Community Development</i>			<i>\$21.57</i>
RICOH USA INC - ALL DEPARTMENTS			\$21.57

Rocky Mountain

Rocky Mountain	Regional Water Operations	Cryogenic Labor & Parts for Tank-Maint & Re	\$4,395.00
<i>Rocky Mountain - Total For Regional Water Operations</i>			<i>\$4,395.00</i>
Rocky Mountain	Water Distribution	Equipment rental	\$29.50
<i>Rocky Mountain - Total For Water Distribution</i>			<i>\$29.50</i>
Rocky Mountain - ALL DEPARTMENTS			\$4,424.50

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Aquatics - Operations	Acct #54730761-088 1	\$3,620.67
<i>ROCKY MOUNTAIN POWER - Total For Aquatics - Operations</i>			<i>\$3,620.67</i>
ROCKY MOUNTAIN POWER	Aquatics- Marion Kreiner Op	Acct #54730761-112 9	\$99.14
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$99.14</i>
ROCKY MOUNTAIN POWER	Aquatics- Mike Sedar Oper.	Acct #54730761-112 9	\$45.54
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$45.54</i>
ROCKY MOUNTAIN POWER	Aquatics- Paradise Valley Op	Acct #54730761-112 9	\$63.23
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Paradise Valley Oper</i>			<i>\$63.23</i>
ROCKY MOUNTAIN POWER	Aquatics- Washington Oper	Acct #54730761-112 9	\$34.43
<i>ROCKY MOUNTAIN POWER - Total For Aquatics- Washington Oper</i>			<i>\$34.43</i>
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-002 2	\$524.47
ROCKY MOUNTAIN POWER	Balefill - Disposal & Landfill	Acct #54730761-139 2	\$121.54
<i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i>			<i>\$646.01</i>
ROCKY MOUNTAIN POWER	Casper Business Center	Acct #54730761-159 0	\$10,526.09
<i>ROCKY MOUNTAIN POWER - Total For Casper Business Center</i>			<i>\$10,526.09</i>

ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$110.89
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			<i>\$110.89</i>
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$884.31
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			<i>\$884.31</i>
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$1,346.85
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			<i>\$1,346.85</i>
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,178.37
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$799.53
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			<i>\$2,977.90</i>
ROCKY MOUNTAIN POWER	Fleet Maintenance Fund	Acct #54730761-096 4	\$3,619.33
<i>ROCKY MOUNTAIN POWER - Total For Fleet Maintenance Fund</i>			<i>\$3,619.33</i>
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$765.45
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			<i>\$765.45</i>
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-165 7	\$152.52
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$3,428.98
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			<i>\$3,581.50</i>
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$3,426.14
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			<i>\$3,426.14</i>
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$3,941.37
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,741.44
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$6,682.81</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$608.47
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$608.47</i>
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$1,172.99
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			<i>\$1,172.99</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$88.03
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$88.03</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-103 8	\$2,820.61
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$2,820.61</i>
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$93.63
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			<i>\$93.63</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$276.92
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$276.92</i>
ROCKY MOUNTAIN POWER	Public Transit - Operations	Acct #54730761-156 6	\$303.08
<i>ROCKY MOUNTAIN POWER - Total For Public Transit - Operations</i>			<i>\$303.08</i>
ROCKY MOUNTAIN POWER	Rec Center - Operations	Acct #54730761-095 6	\$3,614.93

<i>ROCKY MOUNTAIN POWER - Total For Rec Center - Operations</i>			<i>\$3,614.93</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9 - Booster - Electricity	\$24.63
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3 - Booster - Electricity	\$24.97
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1 - Booster - Electricity	\$25.59
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$75.19</i>
ROCKY MOUNTAIN POWER	Sewer Wastewater Collection	Acct #54730761-105 3 lift station electricity	\$508.10
<i>ROCKY MOUNTAIN POWER - Total For Sewer Wastewater Collection</i>			<i>\$508.10</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-164 0	\$21.40
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$21.40</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$49.98
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$49.98</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$48,063.62

ROCKY MT ANIMAL HOSP

ROCKY MT ANIMAL HOSP	Metro Animal Shelter	Dog exams Qty 2	\$191.02
<i>ROCKY MT ANIMAL HOSP - Total For Metro Animal Shelter</i>			<i>\$191.02</i>
ROCKY MT ANIMAL HOSP - ALL DEPARTMENTS			\$191.02

SAFARILAND LLC

SAFARILAND LLC	Police Career Services	Safety Cutter & Double Cuffs	\$679.85
<i>SAFARILAND LLC - Total For Police Career Services</i>			<i>\$679.85</i>
SAFARILAND LLC	Police Grants Fund	Uniform supplies	\$29,015.00
<i>SAFARILAND LLC - Total For Police Grants Fund</i>			<i>\$29,015.00</i>
SAFARILAND LLC - ALL DEPARTMENTS			\$29,694.85

SAMS CLUB #6425

SAMS CLUB #6425	Golf - Operations	Golf Shop Supplies: Paper Towels - Center Pu	\$119.64
SAMS CLUB #6425	Golf - Operations	Golf Shop Supplies: Coffee - Creamer - Cups	\$61.44
<i>SAMS CLUB #6425 - Total For Golf - Operations</i>			<i>\$181.08</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - PRETZELS,CHIPS,CUPS,WATE	\$238.35
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - Pretzels, Hot Dog, Chips, Gat	\$186.77
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$425.12</i>
SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS Evidence supplies and ge	\$457.04

SAMS CLUB #6425	Police Administration	WHOLESALE CLUBS retirement party supplie	\$29.36
<i>SAMS CLUB #6425 - Total For Police Administration</i>			<i>\$486.40</i>
SAMS CLUB #6425	Police Career Services	WHOLESALE CLUBS supplies for in service tra	\$107.82
<i>SAMS CLUB #6425 - Total For Police Career Services</i>			<i>\$107.82</i>
SAMS CLUB #6425	Police Investigations	WHOLESALE CLUBS Evidence supplies and ge	\$99.90
<i>SAMS CLUB #6425 - Total For Police Investigations</i>			<i>\$99.90</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$1,300.32

SAMSCLUB #6425

SAMSCLUB #6425	Ice Arena - Concessions	CONCESSIONS - Pretzels, chips, Water, Hot D	\$531.69
<i>SAMSCLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$531.69</i>
SAMSCLUB #6425	Rec Center - Operations	Storage totes for CRC Supplies	\$94.80
<i>SAMSCLUB #6425 - Total For Rec Center - Operations</i>			<i>\$94.80</i>
SAMSCLUB #6425	Rec Center - Special Program	Pork Loin, Buns, BBQ Sauce, Case of Water	\$33.13
<i>SAMSCLUB #6425 - Total For Rec Center - Special Programs</i>			<i>\$33.13</i>
SAMSCLUB #6425	Water Distribution	TISSUES, PAPER TOWELS, COPY PAPER, BATT	\$312.30
<i>SAMSCLUB #6425 - Total For Water Distribution</i>			<i>\$312.30</i>
SAMSCLUB #6425 - ALL DEPARTMENTS			\$971.92

SAMSCLUB.COM

SAMSCLUB.COM	Fire-EMS Operations	Station 5 Station Supplies	\$568.66
<i>SAMSCLUB.COM - Total For Fire-EMS Operations</i>			<i>\$568.66</i>
SAMSCLUB.COM	Ice Arena - Concessions	CONCESSIONS - NACHO CHEESE, RING POPS	\$503.48
<i>SAMSCLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$503.48</i>
SAMSCLUB.COM - ALL DEPARTMENTS			\$1,072.14

SAWYER INC

SAWYER INC	Hogadon - Operations	Preventive Pest Control Service	\$150.97
<i>SAWYER INC - Total For Hogadon - Operations</i>			<i>\$150.97</i>
SAWYER INC - ALL DEPARTMENTS			\$150.97

SEA-WESTERN INC

SEA-WESTERN INC	Direct Distribution - Fire	Elkhart Nozzles for Blitz Lines & High Rise No	\$15,462.41
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<i>SEA-WESTERN INC - Total For Direct Distribution - Fire</i>			\$15,462.41
SEA-WESTERN INC	Special Fire Assistance Fund	Scott SKA Packs	\$30,747.28
<i>SEA-WESTERN INC - Total For Special Fire Assistance Fund</i>			\$30,747.28
SEA-WESTERN INC - ALL DEPARTMENTS			\$46,209.69

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$90.32
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$75.70
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			\$166.02
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$166.02

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Repair supplies for Rec Center - Sherwin Willi	\$62.81
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			\$62.81
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$62.81

SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	PHOTOGRAPHIC STUDIOS baby plaque	\$62.99
<i>SHUTTERFLY, INC. - Total For Police Administration</i>			\$62.99
SHUTTERFLY, INC. - ALL DEPARTMENTS			\$62.99

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$107.20)
SKYLINE RANCHES	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$1,070.20
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			\$963.00
SKYLINE RANCHES	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$534.36)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			(\$534.36)
SKYLINE RANCHES - ALL DEPARTMENTS			\$428.64

SMARSH, INC

SMARSH, INC	Information Services	Professional Archive Service	\$2,191.90
<i>SMARSH, INC - Total For Information Services</i>			\$2,191.90

SMARSH, INC - ALL DEPARTMENTS

\$2,191.90

SMITHS FOOD #4185

SMITHS FOOD #4185	Community Development	GROCERY STORES, SUPERMARKETS	\$25.27
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<i>SMITHS FOOD #4185 - Total For Community Development</i>			<i>\$25.27</i>
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SMITHS FOOD #4185 - ALL DEPARTMENTS

\$25.27

SNOMAX LLC

SNOMAX LLC	Hogadon - Operations	Snowmax Snow Inducer Qty 4	\$4,596.00
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<i>SNOMAX LLC - Total For Hogadon - Operations</i>			<i>\$4,596.00</i>
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SNOMAX LLC - ALL DEPARTMENTS

\$4,596.00

SOLID WASTE ASSOCIA

SOLID WASTE ASSOCIA	Balefill - Disposal & Landfill	SWANA EXAM FOR MOLO CERTIFICATION	\$250.00
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<i>SOLID WASTE ASSOCIA - Total For Balefill - Disposal & Landfill</i>			<i>\$250.00</i>
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SOLID WASTE ASSOCIA - ALL DEPARTMENTS

\$250.00

SONNYS RV SALES INC

SONNYS RV SALES INC	Streets	Propane	\$45.40
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SONNYS RV SALES INC	Streets	Propane	\$15.13
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SONNYS RV SALES INC	Streets	Propane	\$46.06
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<i>SONNYS RV SALES INC - Total For Streets</i>			<i>\$106.59</i>
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SONNYS RV SALES INC - ALL DEPARTMENTS

\$106.59

SP DESERT DIAMOND IN

SP DESERT DIAMOND IN	Fire-EMS Operations	Deomolation saw blade	\$402.07
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<i>SP DESERT DIAMOND IN - Total For Fire-EMS Operations</i>			<i>\$402.07</i>
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SP DESERT DIAMOND IN - ALL DEPARTMENTS

\$402.07

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Human Resources	COMPUTER MAINTENANCE,REPAIR & SERVI	\$654.04
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<i>SQ COMPUTER PROFESS - Total For Human Resources</i>			<i>\$654.04</i>
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVI	\$73.99
<i>SQ COMPUTER PROFESS - Total For Police Administration</i>			<i>\$73.99</i>
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$728.03

SQ FORD WYOMING CEN

SQ FORD WYOMING CEN	Rec Center - Operations	Booth Space Wyoming Health Fair January 2	\$75.00
<i>SQ FORD WYOMING CEN - Total For Rec Center - Operations</i>			<i>\$75.00</i>
SQ FORD WYOMING CEN - ALL DEPARTMENTS			\$75.00

SQ GLOBAL SPECTRUM,

SQ GLOBAL SPECTRUM,	Human Resources	Employee Service Recognition Luncheon July	\$1,848.00
<i>SQ GLOBAL SPECTRUM, - Total For Human Resources</i>			<i>\$1,848.00</i>
SQ GLOBAL SPECTRUM, - ALL DEPARTMENTS			\$1,848.00

SQ PEDEN'S INC.

SQ PEDEN'S INC.	Human Resources	1 retirement plaque	\$45.00
<i>SQ PEDEN'S INC. - Total For Human Resources</i>			<i>\$45.00</i>
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES P	\$106.25
SQ PEDEN'S INC.	Police Career Services	MEN'S AND WOMEN'S CLOTHING STORES CS	\$34.00
<i>SQ PEDEN'S INC. - Total For Police Career Services</i>			<i>\$140.25</i>
SQ PEDEN'S INC.	Police Grants Fund	MEN'S AND WOMEN'S CLOTHING STORES P	\$25.00
<i>SQ PEDEN'S INC. - Total For Police Grants Fund</i>			<i>\$25.00</i>
SQ PEDEN'S INC.	Risk Management	Trophy Tag - Risk Wins! Quarterly Winner	\$5.00
<i>SQ PEDEN'S INC. - Total For Risk Management</i>			<i>\$5.00</i>
SQ PEDEN'S INC.	Water Meters	METER ROOM LOGO SHIRTS- UNIFORM EXP	\$450.00
<i>SQ PEDEN'S INC. - Total For Water Meters</i>			<i>\$450.00</i>
SQ PEDEN'S INC. - ALL DEPARTMENTS			\$665.25

SQ PR MEDIA

SQ PR MEDIA	Police Career Services	MANAGEMENT, CONSULTING AND PUBLIC R	\$760.00
<i>SQ PR MEDIA - Total For Police Career Services</i>			<i>\$760.00</i>

SQ PR MEDIA - ALL DEPARTMENTS

\$760.00

SQ PWP WYOMING LLC

SQ PWP WYOMING LLC	Ice Arena - Concessions	Papa Johns Monthly Pizza Orders	\$177.26
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<i>SQ PWP WYOMING LLC - Total For Ice Arena - Concessions</i>			\$177.26
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SQ PWP WYOMING LLC - ALL DEPARTMENTS

\$177.26

STAPLES

STAPLES	Balefill - Disposal & Landfill	KEYBROAD FOR SW COMPUTER/ USB'S FOR	\$105.98
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<i>STAPLES - Total For Balefill - Disposal & Landfill</i>			\$105.98
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STAPLES	Balefill - Diversion & Special	KEYBROAD FOR SW COMPUTER/ USB'S FOR	\$44.99
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<i>STAPLES - Total For Balefill - Diversion & Special</i>			\$44.99
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STAPLES	Golf - Operations	Ink for golf shop printer	\$480.96
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<i>STAPLES - Total For Golf - Operations</i>			\$480.96
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STAPLES	Sewer Wastewater Collection backup UPS for CCTV van		\$121.99
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<i>STAPLES - Total For Sewer Wastewater Collection</i>			\$121.99
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STAPLES - ALL DEPARTMENTS

\$753.92

STATE OF WY.

STATE OF WY.	Health Insurance Fund	Retiree Subsidy - September 2023	\$17,484.20
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<i>STATE OF WY. - Total For Health Insurance Fund</i>			\$17,484.20
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STATE OF WY.	WWTP Operations	Loan #CW027	\$673,544.85
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<i>STATE OF WY. - Total For WWTP Operations</i>			\$673,544.85
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STATE OF WY. - ALL DEPARTMENTS

\$691,029.05

STATELINE NO 7 ARCHI

STATELINE NO 7 ARCHI	Capital Projects Fund	Washington Park Restroom Upgra	\$630.00
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STATELINE NO 7 ARCHI	Capital Projects Fund	Architectural design for City	\$19,052.41
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<i>STATELINE NO 7 ARCHI - Total For Capital Projects Fund</i>			\$19,682.41
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STATELINE NO 7 ARCHI - ALL DEPARTMENTS

\$19,682.41

STERLING

STERLING	Human Resources	Centralized employee backgroun	\$1,291.70
<i>STERLING - Total For Human Resources</i>			<i>\$1,291.70</i>
STERLING - ALL DEPARTMENTS			\$1,291.70

STINKER #216

STINKER #216	City Manager	AUTOMATED FUEL DISPENSERS CM Fuel	\$47.17
<i>STINKER #216 - Total For City Manager</i>			<i>\$47.17</i>
STINKER #216 - ALL DEPARTMENTS			\$47.17

STOTZ EQUIPMENT

STOTZ EQUIPMENT	Fleet Maintenance Fund	83304 Equipment repair	\$5,479.01
<i>STOTZ EQUIPMENT - Total For Fleet Maintenance Fund</i>			<i>\$5,479.01</i>
STOTZ EQUIPMENT - ALL DEPARTMENTS			\$5,479.01

SUMMIT FIRE & SECURI

SUMMIT FIRE & SECURI	Streets	Extinguisher Recharge	\$32.90
<i>SUMMIT FIRE & SECURI - Total For Streets</i>			<i>\$32.90</i>
SUMMIT FIRE & SECURI - ALL DEPARTMENTS			\$32.90

SURVEYMONK T

SURVEYMONK T	Police Administration	COMPUTER SOFTWARE STORES department	\$99.00
<i>SURVEYMONK T - Total For Police Administration</i>			<i>\$99.00</i>
SURVEYMONK T - ALL DEPARTMENTS			\$99.00

SUTHERLANDS 2816

SUTHERLANDS 2816	Fire-EMS Operations	Station Supplies	\$30.48
SUTHERLANDS 2816	Fire-EMS Operations	Station Supplies	\$93.12
<i>SUTHERLANDS 2816 - Total For Fire-EMS Operations</i>			<i>\$123.60</i>
SUTHERLANDS 2816	Water Distribution	PERMANENTBLUE SPRAY PAINT FOR MARKI	\$78.21
SUTHERLANDS 2816	Water Distribution	VALVE BOX- WATER & SEWER LINE MATERIA	\$44.97
<i>SUTHERLANDS 2816 - Total For Water Distribution</i>			<i>\$123.18</i>

SUTHERLANDS 2816 - ALL DEPARTMENTS

\$246.78

TARGET

TARGET	Human Resources	ACCIDENTAL PURCHASE-RETURN	(\$62.72)
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TARGET	Human Resources	COFFEE CUPS	\$5.99
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<i>TARGET - Total For Human Resources</i>			<i>(\$56.73)</i>
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TARGET - ALL DEPARTMENTS			(\$56.73)
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TARGET.COM

TARGET.COM	Human Resources	ACCIDENTAL PURCHASE	\$62.72
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<i>TARGET.COM - Total For Human Resources</i>			<i>\$62.72</i>
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TARGET.COM - ALL DEPARTMENTS			\$62.72
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TEE HIVE LLC

TEE HIVE LLC	General Fund Revenue	Sweatshirts for resale in museum store	\$2,197.00
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<i>TEE HIVE LLC - Total For General Fund Revenue</i>			<i>\$2,197.00</i>
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TEE HIVE LLC - ALL DEPARTMENTS			\$2,197.00
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THE ABY MANUFACTURIN

THE ABY MANUFACTURIN	Fire-EMS Operations	Uniform supplies	\$464.00
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THE ABY MANUFACTURIN	Fire-EMS Operations	Uniform supplies	\$257.25
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<i>THE ABY MANUFACTURIN - Total For Fire-EMS Operations</i>			<i>\$721.25</i>
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THE ABY MANUFACTURIN - ALL DEPARTMENTS			\$721.25
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THE DON HUME

THE DON HUME	Police Career Services	PIECE GOOD,NOTIONS AND OTHER DRY GOO	\$71.61
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<i>THE DON HUME - Total For Police Career Services</i>			<i>\$71.61</i>
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THE DON HUME - ALL DEPARTMENTS			\$71.61
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THE DOUBLE TREE

THE DOUBLE TREE	Police Career Services	DOUBLETREE Evidence training	\$1,094.16
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THE DOUBLE TREE	Police Career Services	DOUBLETREE Evidence training	\$1,094.16
THE DOUBLE TREE	Police Career Services	DOUBLETREE Evidence training	\$1,094.16
<i>THE DOUBLE TREE - Total For Police Career Services</i>			<i>\$3,282.48</i>
THE DOUBLE TREE - ALL DEPARTMENTS			\$3,282.48

THE HOME DEPOT

THE HOME DEPOT	Balefill - Diversion & Special	BATTERIES FOR M18 TOOLS AT SPECIAL WAS	\$199.00
<i>THE HOME DEPOT - Total For Balefill - Diversion & Special</i>			<i>\$199.00</i>
THE HOME DEPOT	Buildings & Structures Fund	Carpentry repair supplies for Rec Center - Ho	\$26.66
THE HOME DEPOT	Buildings & Structures Fund	Repair supplies for the Rec Center - Home D	\$112.85
THE HOME DEPOT	Buildings & Structures Fund	Leak repair supplies at Fire Station 5 - Home	\$74.36
THE HOME DEPOT	Buildings & Structures Fund	BAS Shop Supplies - Home Depot	\$104.48
THE HOME DEPOT	Buildings & Structures Fund	Replacement ceiling tiles for Fire Station 3 -	\$183.97
THE HOME DEPOT	Buildings & Structures Fund	Plumbing repair supplies for Transit Garage -	\$48.95
THE HOME DEPOT	Buildings & Structures Fund	Lighting repair supplies for Metro Service Ce	\$220.74
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$772.01</i>
THE HOME DEPOT	Community Development	HOME SUPPLY WAREHOUSE STORES	\$264.84
<i>THE HOME DEPOT - Total For Community Development</i>			<i>\$264.84</i>
THE HOME DEPOT	Direct Distribution - Police	HOME SUPPLY WAREHOUSE STORES Fridge	\$698.00
<i>THE HOME DEPOT - Total For Direct Distribution - Police</i>			<i>\$698.00</i>
THE HOME DEPOT	Hogadon - Operations	fuel pump repair	\$229.58
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$229.58</i>
THE HOME DEPOT	Parks - Parks Maint.	Conwell lighting supplies	\$71.37
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$71.37</i>
THE HOME DEPOT	Police Administration	HOME SUPPLY WAREHOUSE STORES paint fo	\$111.96
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$111.96</i>
THE HOME DEPOT	Public Transit - Operations	Forming materials for bus shelters	\$18.26
<i>THE HOME DEPOT - Total For Public Transit - Operations</i>			<i>\$18.26</i>
THE HOME DEPOT	Refuse - Residential	HARDWARE FOR ATTACHING SPOOLS TO 30	\$158.49
<i>THE HOME DEPOT - Total For Refuse - Residential</i>			<i>\$158.49</i>
THE HOME DEPOT	Streets	6-Extension Cords for Hot Line	\$179.82
<i>THE HOME DEPOT - Total For Streets</i>			<i>\$179.82</i>
THE HOME DEPOT	Traffic Control	Materials for UPS installs	\$38.03
<i>THE HOME DEPOT - Total For Traffic Control</i>			<i>\$38.03</i>

THE HOME DEPOT - ALL DEPARTMENTS \$2,741.36

THE SAGE CORPORATION

THE SAGE CORPORATION Water Meters COLE SALISBURY TRUCK TRAINING SCHOOL- \$2,780.00

THE SAGE CORPORATION - Total For Water Meters \$2,780.00

THE SAGE CORPORATION - ALL DEPARTMENTS \$2,780.00

THE UPS STORE

THE UPS STORE Regional Water Operations Shipping of Turbidimeter Part to Hach - Post \$48.44

THE UPS STORE - Total For Regional Water Operations \$48.44

THE UPS STORE - ALL DEPARTMENTS \$48.44

THIRTY THREE MILE RO

THIRTY THREE MILE RO Sewer Wastewater Collection 33-mile Monthly Water Charge - Sept & Oct \$83.20

THIRTY THREE MILE RO - Total For Sewer Wastewater Collection \$83.20

THIRTY THREE MILE RO - ALL DEPARTMENTS \$83.20

TLO TRANSUNION

TLO TRANSUNION Police Administration COMPUTER AND DATA PROCESSING SERVICE \$197.80

TLO TRANSUNION - Total For Police Administration \$197.80

TLO TRANSUNION - ALL DEPARTMENTS \$197.80

T-MOBILE

T-MOBILE Information Services Acct #971783311 \$21.14

T-MOBILE - Total For Information Services \$21.14

T-MOBILE - ALL DEPARTMENTS \$21.14

TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS Buildings & Structures Fund Quarterly Copy Charge - Aug., Sept. & Oct. 2 \$147.90

TOP OFFICE PRODUCTS - Total For Buildings & Structures Fund \$147.90

TOP OFFICE PRODUCTS City Attorney Copy Charge - October 2023 \$126.70

<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			\$126.70
TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy Charge - October 2023	\$41.15
<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			\$41.15
TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy Charge - October 2023	\$41.15
<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			\$41.15
TOP OFFICE PRODUCTS	Public Transit - Operations	Copy Charges - October 2023	\$89.81
<i>TOP OFFICE PRODUCTS - Total For Public Transit - Operations</i>			\$89.81
TOP OFFICE PRODUCTS	Streets	Copy Charge - October 2023	\$41.15
<i>TOP OFFICE PRODUCTS - Total For Streets</i>			\$41.15
TOP OFFICE PRODUCTS	Water Distribution	Copy Charge - October 2023	\$99.56
<i>TOP OFFICE PRODUCTS - Total For Water Distribution</i>			\$99.56
TOP OFFICE PRODUCTS	WWTP Operations	Copy Charge - October 2023	\$100.70
<i>TOP OFFICE PRODUCTS - Total For WWTP Operations</i>			\$100.70
TOP OFFICE PRODUCTS - ALL DEPARTMENTS			\$688.12

TOWN SQUARE MEDIA

TOWN SQUARE MEDIA	Sewer Stormwater	stormwater education	\$992.00
<i>TOWN SQUARE MEDIA - Total For Sewer Stormwater</i>			\$992.00
TOWN SQUARE MEDIA - ALL DEPARTMENTS			\$992.00

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Ice Arena - Operations	Propane for the Olympia - Tractor Supply	\$75.67
TRACTOR SUPPLY CO	Ice Arena - Operations	Propane for the Ice Arena - Tractor Supply	\$81.26
<i>TRACTOR SUPPLY CO - Total For Ice Arena - Operations</i>			\$156.93
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS Litt	\$110.09
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS zip	\$81.86
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS litt	\$234.86
TRACTOR SUPPLY CO	Metro Animal Shelter	MISCELLANEOUS AUTOMOTIVE DEALERS cat	\$69.90
<i>TRACTOR SUPPLY CO - Total For Metro Animal Shelter</i>			\$496.71
TRACTOR SUPPLY CO	Public Transit - Operations	FLOOR MATS & SAFETY PAINT FOR GARAGE	\$466.83
<i>TRACTOR SUPPLY CO - Total For Public Transit - Operations</i>			\$466.83
TRACTOR SUPPLY CO	Water Distribution	HYDRANT BENCH- BUILDING SUPPLIES	\$69.98
TRACTOR SUPPLY CO	Water Distribution	FUEL FILTER FOR 260 DROP TANK- VEHICLE S	\$21.99
<i>TRACTOR SUPPLY CO - Total For Water Distribution</i>			\$91.97

TRACTOR SUPPLY CO - ALL DEPARTMENTS \$1,212.44

TRADEWINDS ISLAND RE

TRADEWINDS ISLAND RE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS IA con	\$926.60
TRADEWINDS ISLAND RE	Police Career Services	LODGING, HOTELS, MOTELS, RESORTS IA Co	\$926.60
<i>TRADEWINDS ISLAND RE - Total For Police Career Services</i>			\$1,853.20

TRADEWINDS ISLAND RE - ALL DEPARTMENTS \$1,853.20

TRETO CONST.

TRETO CONST.	Capital Projects Fund	Westridge Improvements Phase 1	\$22,800.66
<i>TRETO CONST. - Total For Capital Projects Fund</i>			\$22,800.66
TRETO CONST.	Sewer Wastewater Collection	Westridge Improvements Phase 1	\$23,720.18
<i>TRETO CONST. - Total For Sewer Wastewater Collection</i>			\$23,720.18

TRETO CONST.	Water Distribution	Westridge Improvements Phase 1	\$25,426.93
<i>TRETO CONST. - Total For Water Distribution</i>			\$25,426.93

TRETO CONST. - ALL DEPARTMENTS \$71,947.77

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze recycling pick up Special Waste	\$421.50
<i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i>			\$421.50

TRI STATE OIL RECLAI - ALL DEPARTMENTS \$421.50

UBER TRIP

UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES PowerDMS training	\$32.12
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES PowerDMS training	\$7.99
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES PowerDMS training	\$40.38
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES PowerDMS training	\$6.42
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES IA conference	\$10.00
UBER TRIP	Police Career Services	TAXICABS/LIMOUSINES IA conference	\$46.92
<i>UBER TRIP - Total For Police Career Services</i>			\$143.83

UBER TRIP - ALL DEPARTMENTS \$143.83

UNITED 0162333404

UNITED 0162333404	Police Career Services	UNITED AIRLINES Dovala Homicide School	\$430.81
<i>UNITED 0162333404 - Total For Police Career Services</i>			\$430.81
UNITED 0162333404 - ALL DEPARTMENTS			\$430.81

UNITED 0162337709

UNITED 0162337709	Police Career Services	UNITED AIRLINES Wilhelm IA school	\$423.85
<i>UNITED 0162337709 - Total For Police Career Services</i>			\$423.85
UNITED 0162337709 - ALL DEPARTMENTS			\$423.85

UNITED 0164246343

UNITED 0164246343	Police Career Services	UNITED AIRLINES baggae receipt	\$35.00
<i>UNITED 0164246343 - Total For Police Career Services</i>			\$35.00
UNITED 0164246343 - ALL DEPARTMENTS			\$35.00

UNITED 0164246431

UNITED 0164246431	Police Career Services	UNITED AIRLINES PowerDMS training	\$35.00
<i>UNITED 0164246431 - Total For Police Career Services</i>			\$35.00
UNITED 0164246431 - ALL DEPARTMENTS			\$35.00

UNITED 0164247295

UNITED 0164247295	Police Career Services	UNITED AIRLINES baggae receipt	\$35.00
<i>UNITED 0164247295 - Total For Police Career Services</i>			\$35.00
UNITED 0164247295 - ALL DEPARTMENTS			\$35.00

UNITED 0164247511

UNITED 0164247511	Police Career Services	UNITED AIRLINES PowerDMS training	\$35.00
<i>UNITED 0164247511 - Total For Police Career Services</i>			\$35.00
UNITED 0164247511 - ALL DEPARTMENTS			\$35.00

UNITED 0164247999

UNITED 0164247999	Police Career Services	UNITED AIRLINES baggage training	\$35.00
<i>UNITED 0164247999 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164247999 - ALL DEPARTMENTS			\$35.00

UNITED 0164249927

UNITED 0164249927	Police Career Services	UNITED AIRLINES baggage receipt	\$35.00
<i>UNITED 0164249927 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164249927 - ALL DEPARTMENTS			\$35.00

UNITED 0164250904

UNITED 0164250904	Police Career Services	UNITED AIRLINES Baggage claim IA conferen	\$35.00
<i>UNITED 0164250904 - Total For Police Career Services</i>			<i>\$35.00</i>
UNITED 0164250904 - ALL DEPARTMENTS			\$35.00

USA ARCHERY

USA ARCHERY	Rec Center - Classes	USARchery CRC Instructor fee	\$35.00
<i>USA ARCHERY - Total For Rec Center - Classes</i>			<i>\$35.00</i>
USA ARCHERY - ALL DEPARTMENTS			\$35.00

USPS PO 5715590945

USPS PO 5715590945	Community Development	POSTAGE STAMPS	\$835.38
<i>USPS PO 5715590945 - Total For Community Development</i>			<i>\$835.38</i>
USPS PO 5715590945	Fire-EMS Administration	Return shipping for IFSTA manuals	\$6.74
USPS PO 5715590945	Fire-EMS Administration	Mailing academy paperwork to State Fire M	\$12.20
<i>USPS PO 5715590945 - Total For Fire-EMS Administration</i>			<i>\$18.94</i>
USPS PO 5715590945 - ALL DEPARTMENTS			\$854.32

VCN NATRONAREALESTAT

VCN NATRONAREALESTAT	Community Development	GOVERNMENT SERVICES NOT ELSEWHERE C	\$251.88
<i>VCN NATRONAREALESTAT - Total For Community Development</i>			<i>\$251.88</i>

VCN NATRONAREALESTAT - ALL DEPARTMENTS \$251.88

VCN WYDSHELPDESK

VCN WYDSHELPDESK	Balefill - Disposal & Landfill	CDL SKILL TESTING FOR MICHAEL DOVER	\$87.50
<i>VCN WYDSHELPDESK - Total For Balefill - Disposal & Landfill</i>			\$87.50

VCN WYDSHELPDESK - ALL DEPARTMENTS \$87.50

VEOLIA ES TECHNICAL

VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste FOR AUGUST SHIPMENT	\$27,233.74
VEOLIA ES TECHNICAL	Balefill - Diversion & Special	Hazardous Waste FOR SEPTEMBER SHIPMEN	\$18,368.74
<i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i>			\$45,602.48

VEOLIA ES TECHNICAL - ALL DEPARTMENTS \$45,602.48

VERIZON WIRELESS

VERIZON WIRELESS	Cemetery	Acct #442204089-00001	\$160.04
<i>VERIZON WIRELESS - Total For Cemetery</i>			\$160.04
VERIZON WIRELESS	Streets	Acct #242152162-00003	\$30.42
<i>VERIZON WIRELESS - Total For Streets</i>			\$30.42
VERIZON WIRELESS	Water Meters	Acct #942021615-00001	\$106.77
<i>VERIZON WIRELESS - Total For Water Meters</i>			\$106.77

VERIZON WIRELESS - ALL DEPARTMENTS \$297.23

VOIANCE LANGUAGE

VOIANCE LANGUAGE	Public Safety Communication	Interpretation Services	\$62.40
<i>VOIANCE LANGUAGE - Total For Public Safety Communications</i>			\$62.40

VOIANCE LANGUAGE - ALL DEPARTMENTS \$62.40

VRC COMPANIES LLC

VRC COMPANIES LLC	Human Resources	File Destruction Service	\$54.00
<i>VRC COMPANIES LLC - Total For Human Resources</i>			\$54.00

VRC COMPANIES LLC - ALL DEPARTMENTS \$54.00

WALGREENS #7462

WALGREENS #7462	Police Administration	DRUG STORES, PHARMACIES Range supplies	\$12.89
<i>WALGREENS #7462 - Total For Police Administration</i>			<i>\$12.89</i>
WALGREENS #7462 - ALL DEPARTMENTS			\$12.89

WALGREENS #7601

WALGREENS #7601	Police Administration	DRUG STORES, PHARMACIES photos awards	\$35.98
<i>WALGREENS #7601 - Total For Police Administration</i>			<i>\$35.98</i>
WALGREENS #7601 - ALL DEPARTMENTS			\$35.98

WAL-MART #1617

WAL-MART #1617	Finance	Poster Frames for new accrual Sales Tax Cha	\$23.92
<i>WAL-MART #1617 - Total For Finance</i>			<i>\$23.92</i>
WAL-MART #1617	Rec Center - Special Program	CRC CRF Fall Carnival	\$19.64
<i>WAL-MART #1617 - Total For Rec Center - Special Programs</i>			<i>\$19.64</i>
WAL-MART #1617 - ALL DEPARTMENTS			\$43.56

WAL-MART #3778

WAL-MART #3778	Rec Center - Special Program	Receipt Book	\$8.97
<i>WAL-MART #3778 - Total For Rec Center - Special Programs</i>			<i>\$8.97</i>
WAL-MART #3778 - ALL DEPARTMENTS			\$8.97

WATER TECHNOLOGY GRO

WATER TECHNOLOGY GRO	Sewer Wastewater Collection	sunflower lift station pump volutes and impe	\$4,243.07
<i>WATER TECHNOLOGY GRO - Total For Sewer Wastewater Collection</i>			<i>\$4,243.07</i>
WATER TECHNOLOGY GRO - ALL DEPARTMENTS			\$4,243.07

WEAR PARTS INC

WEAR PARTS INC	Balefill - Baler Processing	BOLTS FOR HOLD DOWNS AT BALER BDLG	\$391.00
<i>WEAR PARTS INC - Total For Balefill - Baler Processing</i>			<i>\$391.00</i>
WEAR PARTS INC	Ft. Caspar Museum	Hardware for Fort Casper bell	\$62.35

<i>WEAR PARTS INC - Total For Ft. Caspar Museum</i>			<i>\$62.35</i>
WEAR PARTS INC	Ice Arena - Operations	SKATE SHARPENER FILTERS - CIA	\$101.00
<i>WEAR PARTS INC - Total For Ice Arena - Operations</i>			<i>\$101.00</i>
WEAR PARTS INC	Refuse - Residential	CONTAINER REPAIR SUPPLIES/ GENERAL SUP	\$193.06
WEAR PARTS INC	Refuse - Residential	CONTAINER REPAIRS	\$159.33
<i>WEAR PARTS INC - Total For Refuse - Residential</i>			<i>\$352.39</i>
WEAR PARTS INC	WWTP Operations	Shop supplies	\$43.31
<i>WEAR PARTS INC - Total For WWTP Operations</i>			<i>\$43.31</i>
WEAR PARTS INC - ALL DEPARTMENTS			\$950.05

WELLBORN SULLIVAN ME

WELLBORN SULLIVAN ME	Property Insurance Fund	Confidential Legal or Medial Matters	\$575.00
<i>WELLBORN SULLIVAN ME - Total For Property Insurance Fund</i>			<i>\$575.00</i>
WELLBORN SULLIVAN ME - ALL DEPARTMENTS			\$575.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Diversion & Special	Consultant: West Plains Engine	\$1,200.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Diversion & Special</i>			<i>\$1,200.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$1,200.00

WEST PUBLISHING CORP

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

WESTERN PLAINS LOGIS

WESTERN PLAINS LOGIS	Balefill - Baler Processing	Baler Building Leachate System	\$68,286.00
<i>WESTERN PLAINS LOGIS - Total For Balefill - Baler Processing</i>			<i>\$68,286.00</i>
WESTERN PLAINS LOGIS - ALL DEPARTMENTS			\$68,286.00

WESTERN SIGN & DESIG

WESTERN SIGN & DESIG	Police Administration	Installation of printed & laminated graphic s	\$1,175.00
<i>WESTERN SIGN & DESIG - Total For Police Administration</i>			<i>\$1,175.00</i>
WESTERN SIGN & DESIG - ALL DEPARTMENTS			\$1,175.00

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	\$3,971.00
WESTLAND PARK-RED BU	Sewer Fund	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$397.10)
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,573.90</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail Sewer Revenue/201 Sewer Billing/Ad	(\$1,231.20)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,231.20)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$2,342.70

WH LLC

WH LLC	Capital Projects Fund	Ford Wyoming Center South Walk	\$1,395.42
<i>WH LLC - Total For Capital Projects Fund</i>			<i>\$1,395.42</i>
WH LLC - ALL DEPARTMENTS			\$1,395.42

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital - One Cent 17	Design & CA - Bryan-Evansville	\$9,191.88
<i>WLC ENGINEERING - SU - Total For Capital - One Cent 17</i>			<i>\$9,191.88</i>
WLC ENGINEERING - SU	Capital Projects Fund	Consultant: Westridge Addition	\$24,939.50
<i>WLC ENGINEERING - SU - Total For Capital Projects Fund</i>			<i>\$24,939.50</i>
WLC ENGINEERING - SU - ALL DEPARTMENTS			\$34,131.38

WM SUPERCENTER

WM SUPERCENTER	Balefill - Diversion & Special	operation supplies	\$5.44
<i>WM SUPERCENTER - Total For Balefill - Diversion & Special</i>			<i>\$5.44</i>
WM SUPERCENTER	Parks - Parks Maint.	Coffee	\$19.96
<i>WM SUPERCENTER - Total For Parks - Parks Maint.</i>			<i>\$19.96</i>
WM SUPERCENTER	Rec Center - Special Program	Fall Carnival CRC CRF Supplies	\$267.27
<i>WM SUPERCENTER - Total For Rec Center - Special Programs</i>			<i>\$267.27</i>
WM SUPERCENTER	Regional Water Operations	Coffee for the Office - Office Supplies	\$30.06
<i>WM SUPERCENTER - Total For Regional Water Operations</i>			<i>\$30.06</i>

WM SUPERCENTER	Streets	Coffee	\$19.96
<i>WM SUPERCENTER - Total For Streets</i>			<i>\$19.96</i>
WM SUPERCENTER - ALL DEPARTMENTS			\$342.69

WWW.WYOMINGBAR.ORG

WWW.WYOMINGBAR.ORG	City Attorney	MANAGEMENT, CONSULTING AND PUBLIC R	\$355.00
<i>WWW.WYOMINGBAR.ORG - Total For City Attorney</i>			<i>\$355.00</i>
WWW.WYOMINGBAR.ORG - ALL DEPARTMENTS			\$355.00

WY. ASSOC. OF MUNICI

WY. ASSOC. OF MUNICI	City Manager	WYOCMA Registration - C. Napier	\$250.00
<i>WY. ASSOC. OF MUNICI - Total For City Manager</i>			<i>\$250.00</i>
WY. ASSOC. OF MUNICI - ALL DEPARTMENTS			\$250.00

WY. DEPT. OF TRANSP

WY. DEPT. OF TRANSP	Capital Projects Fund	Gems S028919 - I-25 & Casper m	\$223.91
<i>WY. DEPT. OF TRANSP - Total For Capital Projects Fund</i>			<i>\$223.91</i>
WY. DEPT. OF TRANSP - ALL DEPARTMENTS			\$223.91

WY. LAW ENFORCEMENT

WY. LAW ENFORCEMENT	Police Career Services	Modular DUI Training	\$246.00
<i>WY. LAW ENFORCEMENT - Total For Police Career Services</i>			<i>\$246.00</i>
WY. LAW ENFORCEMENT - ALL DEPARTMENTS			\$246.00

WY. MACHINERY CO.

WY. MACHINERY CO.	Golf - Operations	Compressor for Irrigation - Golf and Parks	\$824.10
<i>WY. MACHINERY CO. - Total For Golf - Operations</i>			<i>\$824.10</i>
WY. MACHINERY CO.	Parks - Parks Maint.	Compressor for Irrigation - Golf and Parks	\$1,236.15
<i>WY. MACHINERY CO. - Total For Parks - Parks Maint.</i>			<i>\$1,236.15</i>
WY. MACHINERY CO. - ALL DEPARTMENTS			\$2,060.25

WYOMING FIRST AID &

WYOMING FIRST AID &	Police Administration	First Aid Supplies	\$253.39
<i>WYOMING FIRST AID & - Total For Police Administration</i>			<i>\$253.39</i>
WYOMING FIRST AID & - ALL DEPARTMENTS			\$253.39

Wyoming Rescue Missi

Wyoming Rescue Missi	Rec Center - Special Program	Baskets	\$11.15
<i>Wyoming Rescue Missi - Total For Rec Center - Special Programs</i>			<i>\$11.15</i>
Wyoming Rescue Missi - ALL DEPARTMENTS			\$11.15

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Balefill - Disposal & Landfill	Freon Removal for OCTOBER 2023	\$2,590.00
<i>WYOMING STEEL & RECY - Total For Balefill - Disposal & Landfill</i>			<i>\$2,590.00</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$2,590.00

WYOMING STEEL RECYCL

WYOMING STEEL RECYCL	Balefill - Disposal & Landfill	DRAINAGE PIPE FOR STORMWATER MITIGAT	\$2,816.00
<i>WYOMING STEEL RECYCL - Total For Balefill - Disposal & Landfill</i>			<i>\$2,816.00</i>
WYOMING STEEL RECYCL - ALL DEPARTMENTS			\$2,816.00

WYOMING WORK WAREHOU

WYOMING WORK WAREHO	Balefill - Baler Processing	UNIFORMS FOR THEW CREWS	\$118.48
WYOMING WORK WAREHO	Balefill - Baler Processing	UNIFORMS FOR CREWS	\$916.32
<i>WYOMING WORK WAREHOU - Total For Balefill - Baler Processing</i>			<i>\$1,034.80</i>
WYOMING WORK WAREHO	Balefill - Disposal & Landfill	UNIFORMS FOR THEW CREWS	\$118.47
WYOMING WORK WAREHO	Balefill - Disposal & Landfill	UNIFORMS FOR CREWS	\$916.33
<i>WYOMING WORK WAREHOU - Total For Balefill - Disposal & Landfill</i>			<i>\$1,034.80</i>
WYOMING WORK WAREHO	Balefill - Diversion & Special	UNIFORMS FOR THEW CREWS	\$118.48
<i>WYOMING WORK WAREHOU - Total For Balefill - Diversion & Special</i>			<i>\$118.48</i>
WYOMING WORK WAREHO	Refuse - Residential	UNIFORMS FOR CREWS	\$916.33
<i>WYOMING WORK WAREHOU - Total For Refuse - Residential</i>			<i>\$916.33</i>

WYOMING WORK WAREHOU - ALL DEPARTMENTS

\$3,104.41

XEROX CORPORATION

XEROX CORPORATION Regional Water Operations Copier Usage - Xerox - Office Supplies \$195.65

XEROX CORPORATION - Total For Regional Water Operations \$195.65

XEROX CORPORATION - ALL DEPARTMENTS

\$195.65

YOURMEMBERSHIP

YOURMEMBERSHIP Regional Water Operations WEF - WTP Manager Recruiting \$249.00

YOURMEMBERSHIP Regional Water Operations AWWA CAREER CENTER - WTP Manager Rec \$299.00

YOURMEMBERSHIP - Total For Regional Water Operations \$548.00

YOURMEMBERSHIP - ALL DEPARTMENTS

\$548.00

ZOLL MEDICAL CORPORA

ZOLL MEDICAL CORPORA Fire-EMS Operations Cardiac Monitor Carrying Case \$1,767.00

ZOLL MEDICAL CORPORA - Total For Fire-EMS Operations \$1,767.00

ZOLL MEDICAL CORPORA - ALL DEPARTMENTS

\$1,767.00

CITYWIDE BILLS AND CLAIMS TOTAL

\$3,895,144.72

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
 11/21/23


Additional Accounts Payable


<u>11/02/23</u>	Prewrits - AP Vendor	
	Sonny's RV Sales	9,788.47
	Wyo State Treasurer - FY 23 Unclaimed Property	5,808.16
	Teton Distributors - Ice Arena Inventory	865.70
		16,462.33
<u>11/09/23</u>	Prewrits - Travel Reimbursements, Petty Cash, Sales Tax & AP Vendor	
	Joey Wilhelm - Travel Reimbursement	211.50
	Bev Skovgard - Travel Reimbursement	310.50
	Jacci Warne - Travel Reimbursement	517.50
	Lyle Berg - Travel Reimbursement	211.50
	Michelle Rand - Travel Reimbursement	310.50
	Ryan Dabney - Travel Reimbursement	379.50
	William Rider - Travel Reimbursement	517.50
	First Interstate Bank - Petty Cash (Hogadon)	2,300.00
	First Interstate Bank - Petty Cash (Ice Arena)	200.00
	State of Wyo - Dept. of Revenue - Sales Tax	1,812.09
	State of Wyo - Division Of Criminal Investigation (Background Checks)	390.00
		7,160.59
	Total Additional AP	\$ 23,622.92

Payroll

<u>11/09/23</u>	City Payroll	
	Salary & Wages	895,688.44
	Other Employee Liabilities	3,356.05
	Internal Revenue Service	249,016.22
	Wyoming Retirement System	224,686.15
	State of Wyoming Workers Comp	21,442.95
	State of Wyoming Employee Benefits Insurance	372,018.60
	ICMA Retirement	23,766.74
	Lincoln National Life Insurance	16,660.06
	Orchard Trust Retirement	1,935.00
	Reliastar Life Insurance-Accident/Voya	1,581.84
		1,810,152.05
<u>11/09/23</u>	Fire Payroll	
	Salary & Wages	140,674.94
	Internal Revenue Service	25,702.99
	Wyoming Retirement System	53,921.09
	State of Wyoming Workers Comp	3,592.64
	State of Wyoming Employee Benefits Insurance	61,980.93
	ICMA Retirement	5,667.12
	Lincoln National Life Insurance	776.74
	Orchard Trust Retirement	8,155.00
	Reliastar Life Insurance-Accident/Voya	83.13
		300,554.58
	Total Payroll	\$ 2,110,706.63
	Addendum Total	\$ 2,134,329.55

November 16, 2023

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

FROM: Eric K. Nelson, City Attorney 

SUBJECT: An Ordinance Amending Chapter 2.64 of the Casper Municipal Code -
Removal or Censor of Public Officials.

Meeting Type & Date

Regular Council Meeting - November 21, 2023

Action type

Minute Action

Recommendation

That City Council establish the Public Hearing concerning an Ordinance Amending Chapter 2.64 of the Casper Municipal Code – Removal or Censor of Public Officials, for December 5, 2023.

Summary

As a City Manager form of government, the Casper City Council, pursuant to Wyo. Stat. 15-4-201, elects a mayor and vice mayor each year. These positions are not elected directly by the citizens but by the Council itself. Unlike a “strong mayor” form of government, the mayor in a city manager form of government does not have the power of veto and is largely ministerial. The mayor, and vice mayor in his/her absence, runs meetings, signs resolutions, ordinances, etc., at the direction of Council, and otherwise represents the City and Council to the public.

Currently, the Casper Municipal Code contains provisions for the removal of a councilor from City Council. This could be for non-attendance (Casper Municipal Code 2.04.100) or for cause as defined within municipal code (Casper Municipal Code 2.64.005). In either case, the councilor is entitled to notice and an opportunity for a hearing.

There is not currently a process for removal of the mayor or vice mayor from their positions, short of removing them entirely from office. Council has the power to remove the mayor or vice mayor from their respective positions without removing them from Council. To establish a process, an ordinance amendment needs to be adopted.

Staff is proposing an ordinance amendment which would require, upon a vote of a majority of Council to initiate removal proceedings, notice to the mayor or vice mayor that the Council intends to proceed with a removal vote. The councilor subject to the action could request a public hearing. Upon a vote of a super majority of Council in favor of removal, the mayor or vice mayor would be removed from that position. The proposed ordinance will fill either spot pursuant to the process adopted by Council.

Staff is requesting City Council to establish a Public Hearing and First Reading for December 5, 2023, regarding an Ordinance Amending Chapter 2.64 of the Casper Municipal Code regarding the Removal or Censor of Public Officials.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Eric K. Nelson, City Attorney

Attachments

None

October 25, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Liz Becher, Community Development Director
Craig Collins, AICP, City Planner *CC*
SUBJECT: 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, November 21, 2023

Action Type:

Public hearing/Ordinance

Recommendation:

That Council, by Ordinance, approve a zone change of 350 and 410 SE Wyoming Blvd, more particularly described as Lots 59 and 60, "Longview Addition No. 2" and Lot 9A of the "Lot 9A & Lot 9B, Luker Addition," from PUD (Planned Unit Development) to C-2 (General Business).

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.

Although the PUD (Planned Unit Development) zoning of the property would allow the applicants to redevelop the site, the PUD zoning classification is burdensome with regard to the need for development guidelines from the ground up, prior to the consideration of any site/development plans. In addition, the PUD zoning classification requires a set-aside of "usable open space," as well as an architectural/design review component, that complicate the review of future projects much more than standard zoning regulations do.

Planning Division staff has been systematically recommending the dissolution, and rezoning of many PUDs around the community over the past decade, because the PUD zoning classification has historically been misapplied. Chapter 17.52 of the Casper Municipal Code sets forth the purpose, and desired characteristics of the PUD zoning classification. In short, PUD zoning is meant to be a "flexible" zoning classification that offers developers creativity in design, with the tradeoff that the community receives a higher level of design, and a set-aside of usable open space. Unfortunately, with few exceptions, the application of PUD zoning has had very limited success in its stated purposes, and most, if not all development that has occurred under PUD zoning could have been accommodated, more expeditiously and with similar results, under another, "standard" zoning classification. PUD zoning was generally used, across the country, as Planning's first attempt at

allowing for mixed-uses, reduced setbacks, and shared parking. Now, many years later, standard zoning classifications have been adjusted to increasingly allow the same flexibilities, by right, to include the proposed C-2 (General Business) zoning district.

Existing zoning in the immediate area is as follows:

- North – C-4 (Highway Business);
- South – R-1 (Residential Estate) and PH (Park Historic);
- West – PUD (Planned Unit Development) and R-4 (High Density Residential);
- East – C-2 (General Business).

Existing land uses in the surrounding area are a mix of single and multifamily residential, recreational/park, commercial/retail.

Section 17.12.170 of the Casper Municipal Code provides guidance on zone change requests, and requires that the Community Development Director provide a report to the Commission as to the request’s conformance with the Comprehensive Land Use Plan. The Generation Casper Comprehensive Plan also provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The FLU designates the desired future use of the subject property as “Employment Mixed Use Center.” Page 4-34 of the Comprehensive Plan provides the primary uses within areas designated “Employment Mixed Use Centers” as employment, institutional, civic, and limited multifamily housing.

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

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Ordinance

Aerial Map

Zoning Map

Proposed Rezoning



Legend
Subject_Properties



Proposed Rezoning



ORDINANCE NO. 21-23

AN ORDINANCE APPROVING A ZONE CHANGE OF LOTS 59 AND 60, "LONGVIEW ADDITION NO. 2" AND LOT 9A OF THE "LOT 9A & LOT 9B, LUKER ADDITION" FROM PUD (PLANNED UNIT DEVELOPMENT) TO C-2 (GENERAL BUSINESS)

WHEREAS, Curve TV, LLC has applied for a zone change of 350 and 410 SE Wyoming Blvd, more particularly described as Lots 59 and 60, "Longview Addition No. 2" and Lot 9A of the "Lot 9A & Lot 9B, Luker Addition," from PUD (Planned Unit Development) to C-2 (General Business); and,

WHEREAS, after a public hearing on September 14, 2023, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the zone change request; and,

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

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

SECTION 1:

The properties located at 350 and 410 SE Wyoming Blvd, more particularly described as Lots 59 and 60, "Longview Addition No. 2" and Lot 9A of the "Lot 9A & Lot 9B, Luker Addition" are hereby rezoned from PUD (Planned Unit Development) to C-2 (General Business).

SECTION 2:

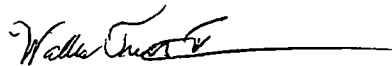
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

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

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

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

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 17, 2023

MEMO TO: Carter Napier, City Manager 

FROM: Justin Scott, Chief Building Official
Liz Becher, Community Development Director 

SUBJECT: Amending Chapter 15.12 – Board of Examiners and Appeals, and Contractor Licensing

Meeting Type & Date:

Regular Council Meeting, November 21, 2023

Action Type:

Public Hearing and First reading of Ordinance Amending Chapter 15.12 – Board of Examiners and Appeals, and Contractor Licensing

Recommendation:

That Council, by ordinance, approve an Amendment of Chapter 15.12 Board of Appeals, Contractor Licensing, and Violations and Disciplinary Actions.

Summary:

In a previous work session held on October 11, 2022, Council asked that Community Development review the existing licensing and disciplinary section of the Municipal Code and provide additional licensing options to develop a defined workflow through the licensing categories including an additional “handyman” licensing category, simplify the licensing process to eliminate the need to go through a licensing board, and better-define the enforcement path for licensing violations. This process would eliminate the need for the licensing portion of the Board’s responsibilities and direct that responsibility onto the Building Division to verify and approve/deny license applications.

Chief Building Official, Justin Scott, in corroboration with City Attorney, Eric Nelson, used draft revisions from previous City Attorney John Henley to finalize a draft Chapter 15.12 to reflect the direction from that Work Session meeting, and to encompass conflict of interest concerns presented by John Henley. The Draft 15.12 was presented to Council at the October 10, 2023 Work Session. At that Work Session, Council gave the Building Division approval to proceed with amending the Ordinance as written. Significant changes to Chapter 15.12 are as follows:

- **15.12.030 (Board of examiners)**
 - The Board of Examiners is currently in place to review and approve for testing/licensing all License applications which require testing to obtain such as Master Plumber, Mechanical Master, and the General Contractor Licenses. The Board meets monthly to evaluate applications that come in and also serves as the Appeals Board for any complaints regarding the Departments interpretations of the code or disciplinary actions taken towards a contractor.

- Council has also asked if the licensing process could be streamlined. City attorney John Henley felt that there was a conflict of interest with the Board approving/denying applications and then also serving as the appeals Board if there was a disagreement with the Board’s determination. With his direction, the Board of Examiners has been deleted. This moves the licensing responsibility onto the Department (Building Division/C.B.O.) to review and approve/deny applications and issue or approve testing as outlined in Sections 15.12.040 through 15.12.090.
- These Sections (15.12.040 through 15.12.090) have been cleaned up to clarify and strengthen areas that have been confusing or unclear to applicants/homeowners in the past.
- **15.12.050 (License classifications)**
 - Council asked us to create an entry level Contractor “handyman” License and create a better pathway through the General Contractor License categories.
 - We have created two types of Class II Contractor Licenses
 - Class II-A (6 years of experience) – which will allow the applicant to construct, alter, or repair any type of residential building or any commercial building up to 12,000 square feet.
 - Class II-B (6 years of experience) – which will allow the applicant to construct, alter, or repair single family homes and apartment buildings up to 4 units.
 - We also created a Class IV (4) Contractor License (2 years of experience) – “*Handyman License*”.
 - The intent of this license is so that individuals wishing to become General Contractors have a means to begin documenting their experience while not infringing on the scope of work allowed with a Class III Contractor license. The differentiation was determined by allowing Class IV Contractors to perform work that is exempted from the International Building Codes as requiring a license to perform.
 - This license will provide individuals to ability to begin their licensing progression by allowing them to perform limited maintenance and repair of items associated with building, plumbing, mechanical, and electrical elements of structures on a limited basis while ensuring the safety of the consumer/public.
- **15.12.130 (Licensee responsibility)**
 - This section has been clarified and expanded to give contractors more liability and responsibility for their projects.
- **15.12.150 (Suspension or revocation)**
 - This section has been expanded to give the Department (Building Division) more defined conditions in which to be able to penalize a license holder for failure to fulfill their license responsibilities.

- **15.12.160 (Suspension or revocation procedure)**
 - This Section has been modified to create a process for filing complaints and establishing a process for investigating and disciplining a license holder if warranted.
- **15.12.170 (Probation, suspension, or revocation – Disciplinary progression and timeframe)**
 - This section was created to give the Department (Building Division) a progressive means of disciplinary action against a license holder in the event that they violate any of the conditions outlined in Section 15.12.160.
- **15.12.210 (Board of appeals)**
 - This section has been revised to establish the Board of Appeals with the removal of the administrative authority as the secretary and ex officio member to remedy any appearance of conflict of interest. The Board of Appeals is created to give contractors a means of due process for appealing decisions rendered by the administrative authority (Building Division/C.B.O.)
 - Board members have also been changed to serve indefinitely until which time as they resign or are removed for just cause.
 - This was done per direction from the Attorney’s office to reduce staff and Board member time in tracking terms and in the time required to find and approve new members.
 - This Change benefits the Board members by only requiring them to be needed in the event of an appeal vs. a monthly commitment as it is currently.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

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

Attachments:

Amended Chapter 15.12 Redline Version.

Amended Chapter 15.12 Clean Version.

Published Legal Notice Proof.

ORDINANCE NO. 22-23

AN ORDINANCE AMENDING CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE, BOARD OF EXAMINERS AND APPEALS, AND CONTRACTOR LICENSING.

WHEREAS, pursuant to W.S. § 15-1-103 (a)(v), the governing body of the City of Casper may perform all acts in relation to the concerns of the City necessary to the exercise of its corporate powers; and,

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

WHEREAS, the City of Casper desires to regulate and control the issuance of building permits within the city to licensed contractors, to provide for the various classifications of contractors, and to require strict adherence to the various codes and ordinances adopted by the city for the health, safety, and welfare of its citizens; and,

WHEREAS, the Casper Municipal Code needs updated from time to time and the governing body of the City of Casper desires to amend Chapter 15.12 of the Casper Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that Chapter 15.12 of the Casper Municipal Code shall amended as follows:

SECTION 1: The title of the chapter shall be changed from, “Board of Examiners and Appeals, and Contractor Licensing,” to “Board of Appeals, Contractor Licensing, and Violations and Disciplinary Actions.”

SECTION 2: The following Sections shall be amended and codified as follows:

15.12.010 Purpose.

The purpose of this chapter is to regulate and control the issuance of building permits within the city to licensed contractors; to provide for the various classifications of contractors; and to require strict adherence to the various codes and ordinances of the city relative to building construction, alteration, and repair.

15.12.020 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

1. "Administrative authority" means the city manager or ~~his~~an authorized representative.
2. "Affidavit" means a properly notarized written statement from former employers, governmental entities, or firm representatives which will corroborate the number of years claimed to have been worked at the trade. This statement must describe the work performed and be written on the firm stationery or on an affidavit furnished by the ~~administrative authority~~authority having jurisdiction.
3. "Board" means the ~~contractor licensing board of examiners and~~ board of appeals as set forth by this chapter.
4. "Boiler operator, high pressure" means a person entrusted with the operation, care and management of steam boilers not in excess of two hundred fifty psi or water boilers not in excess of three hundred seventy-five psi.
5. "Boiler operator, low pressure" means a person entrusted with the operation, care and management of steam boilers not in excess of fifteen psi gauge pressure or water boilers not in excess of fifty psi.
6. "Building contractor" means a person who builds, constructs, alters, repairs, adds to or demolishes a building or structure for a fixed sum, price, fee, percentage or other compensation, and for which a permit is required.
7. "Commercial building" means a structure intended to be used for the ~~barter exchange~~ of goods and/or services, office facilities, warehousing or other commercial purpose, ~~as opposed to a residence, which shall mean a structure intended to be used for human habitation~~.
8. "Demolition contractor" means a person who demolishes or removes a building or structure for which a permit is required and receives compensation for such services. ~~a fixed sum, price, fee, percentage or other compensation and for which a permit is required~~.
9. "Department" means the city building inspection ~~department~~division.
10. "Electrical contractor" means any person who contracts or offers to contract for another the planning, laying out, supervising and installing, or the making of additions, alterations and repairs in the installation or wiring of apparatus and equipment for electric light, heat and power. Such contractor shall hold a current state electrical contractor's license and be, or employ, a master electrician. Any person who only plans or designs electrical installations need not be classed as an electrical contractor.
11. "Electrical contractor, limited" means a person engaged in the installation of sound systems, burglar alarms, fire alarm systems and other low voltage systems ~~of~~ under ninety volts.
12. "Electrical wiring" means the fixed installation of electrical wires, appliances, fixtures or utilization equipment, used or to be used or to be maintained, on or in any building or

property for electric heat, light, power, electric signs, smoke detectors, electric generation plants, electric heaters, fire alarms, burglar alarms, electric bells, electric signal and communication systems, telegraph messenger call systems, lighting fixtures or electrical utilization equipment of any kind or description, and is not intended to include portable appliances, portable fixtures or utilization equipment capable of being readily removed except portable signs, where established practices or the condition of use make it necessary or convenient for it to be detached from its source of current by means of flexible cord and attachment plug.

13. "Electrician, apprentice" means a person being taught and laboring ~~at~~in the electrical trade as an employee under the supervision and in the presence of a master or journeyman electrician.
14. "Electrician, journeyman" means a person having at least four years of experience in the electrical wiring industry with technical knowledge to wire, supervise, install and repair electrical apparatus and equipment for light, heat, power and other purposes, in accordance with the National Electrical Code, the city electrical ordinancess and holding a current state journeyman's license.
15. "Electrician, master" means a person having at least eight years practical experience in the electrical wiring industry with technical knowledge to properly plan, lay out and supervise the physical installation and repair of wiring apparatus and equipment for electrical light, heat, power and other purposes in accordance with the National Electrical Code, the city electrical ordinancess, and holding a current state master electrician's license.
16. "Full-time employee" means a person who is employed in an active full-time capacity as his principal employment. A qualifying person shall represent no more than one firm or corporation, and must be available during regular business hours.
17. "Gasfitter" means a person who labors ~~at~~in the trade of installing gas piping as an employee of a plumbing contractor or gas utility.
18. "Gas utility contractor" means a gas utility company ~~may~~ which is authorized to conduct, carry on, or engage in the business of installation of appliances, except for water heaters and boilers, as defined by the Uniform Mechanical Code, latest edition, and must have a licensed gas utility installer as a full-time employee.
19. "Gas utility installer" means a person who is employed in the trade of installation of gas appliances, except for water heaters and boilers, as defined by the Uniform Mechanical Code, latest edition.
20. "License" means the authority granted by the city to a person ~~to whom it is issued~~ authorizing ~~said~~ that person to perform certain work as provided in this chapter.
21. "Mechanical apprentice" means a person who labors ~~at~~in the trade of heating, air conditioning, refrigeration ventilation and associated sheet metal as an employee under the supervision and in the presence and instruction of a master or journeyman.
22. "Mechanical contractor" means a person who may conduct, carry on or engage in the business of heating, air conditioning, ventilation, refrigeration and associated sheet metal

work, as identified by the Uniform Mechanical Code, latest edition, and must have a licensed master mechanical as a full-time employee.

23. "Mechanical journeyman" means a person who labors at-in the trade of heating, air conditioning, refrigeration ventilation and associated sheet metal work as an employee of a licensed mechanical contractor.
24. "Mechanical master" means a person skilled in the planning, superintending and practical installation of heating, air conditioning, refrigeration ventilation and associated sheet metal work.
25. "Mobile home contractor" means a person who may conduct, carry on or engage in the business of connecting, blocking, leveling, skirting and all other aboveground requirements necessary to place a mobile home in authorized mobile home areastablished parking areas.
26. "Mobile home installer" means a person who labors at-in the trade of connecting, blocking, leveling, skirting and all other aboveground requirements necessary to place a mobile home in authorized mobile home areaseconnecting gas, waste and/or water in a mobile home as an employee of a mobile home contractor.
27. "Permit" means the written authority given by the city to build, construct, alter, repair, move, improve, remove, convert or demolish any building or structure or appurtenances thereto in the city as required by city ordinance the Casper municipal code.
28. "Person" means an individual, firm, partnership, corporation, company or association.
29. "Plumber, apprentice" means a person who labors at-in the trade of plumbing as an employee under the supervision and in the presence of a master plumber or journeyman plumber.
30. "Plumber, journeyman" means a person who labors at-in the trade of plumbing as an employee of a licensed plumbing contractor.
31. "Plumber, master" means a person skilled in the planning, superintending and practical installation of plumbing, and who is familiar with the laws, rules and regulations governing the same.
32. "Plumbing contractor" means a person who may conduct, carry on or engage in the business of plumbing, together with steam or hot water boiler installations, and must have a master plumber in his full-time employment.
33. "Qualifications" means experience obtained under the supervision of a licensed contractor, education received from a trade school or program, or any combination thereof which can be verified through affidavits or transcripts.
3334. "Qualified person" means an individual person who qualifies, as provided in this chapter, for a license on behalf of a company, partnership, corporation, or association.
35. "Residential Building" means a structure intended to be used for human habitation.
3436. "Roofing contractor" means a person who solely constructs, alters, repairs, or is engaged in the business of installation and repair of roofs for a fixed sum, price, fee, percentage or other compensation, and for which a permit is required.

3537. "Sewer cleaning contractor" means a person who ~~may is authorized to~~ conduct, carry on or engage in the business of cleaning sewer lines, drain lines, sludge pits or sand traps.

3638. "Utility contractor" means a person who may engage in the business of installing and repairing of water and sewer lines and the installation and repair of septic systems, and must have a licensed utility installer in ~~his~~ full-time employment.

3739. "Utility installer" means a person who labors ~~at in~~ the trade of installing and repairing of water and sewer lines and septic systems from the building out, and is an employee of a licensed utility contractor.

3840. "Water conditioning contractor" means a person who ~~may is authorized to~~ conduct, carry on or engage in the business of installation and repair of water piping as a part of a water treatment system.

~~15.12.030 Board of examiners—Membership—Quorum—Vacancies and removal from office.~~

~~A. There is established a board to be known as the board of examiners, consisting of seven members. The administrative authority shall serve as secretary and ex officio member of the board. The members shall be residents of Natrona County and shall be appointed by the city council. The board shall elect from its membership a chairman and vice chairman on a yearly basis.~~

~~B. The members shall consist of:~~

~~1. A licensed master plumber;~~

~~2. A licensed master mechanical;~~

~~3. A licensed master electrician;~~

~~4. A professional engineer or architect;~~

~~5. A licensed Class I building contractor;~~

~~6. A licensed utility contractor, licensed mobile home installer or licensed boiler operator; and~~

~~7. A member of the general public.~~

~~C. All members of the board shall serve without pay. The board shall meet monthly or at such times as necessary to conduct its business. The board shall elect its own chairman and vice-chairman, who shall serve one-year terms, from the regular members. Four regular members shall constitute a quorum to transact business and for the performance of any duty or for the exercise of any powers of the board.~~

~~The city council may remove any member for cause. Vacancies shall be filled by appointment by the city council.~~

~~(Ord. 7-03 § 2 (part), 2003; Ord. 6-91(part), 1991)~~

15.12.040 Board of examiners—Powers and duties.

- A. ~~The board has authority to issue licenses in accordance with this chapter, adopt rules and regulations for the conduct of the board for the issuance of licenses, the procedures for appeals and all other matters concerning the administration of this chapter.~~
- B. ~~The board shall act as a board of appeals in making a determination of any appeal arising from actions of the administrative authority as provided by this chapter.~~

15.12.050-030 License – Required - Contents.

- A. No person shall perform work as a contractor, or be issued a permit to do work within the city for which a permit is required, who has not met the qualifications for licensing and is found to be competent by a City provided examination or an International Code Council equivalent to perform the duties of the trade for which he has applied, and received a license so to act.
- B. A license issued to a partnership, corporation or legally recognized association or company, shall state the name, address and phone number of the qualified person upon whose competency it is issued, and the name and address of the partnership, corporation or legally recognized association or company to whom it is issued.

15.12.060-040 License - Exceptions.

- A. The provisions of this chapter shall not apply to:
 - 1. Steam heating boilers operated at not over fifteen pounds per square inch gauge pressure in private residences or apartments of six or less families or to hot water heating or supply boilers operated at not over fifty pounds per square inch gauge pressure and temperatures not over two hundred fifty degrees Fahrenheit when in private residences or apartments of six or less familiesdwelling units;
 - 2. A person who constructs, alters or repairs his-their own primary residence for his-their personal use, and not for resale or rent, without the aid of a building contractor may secure a permit without the necessity of being registeredlicensed. A person who alters or repairs his-their own commercial building, without the aid of a building contractor, may secure a permit without the necessity of being registered; provided, however, that such alterations or repairs shall not exceed twenty-fiveten percent of the building value over a two-year period, as determined by the administrative authority. In making such determination, the administrative authority shall consider and use appropriate guidelines published by national building trade organizations and comparative building values in the immediate area of the building for which a permit is sought;
 - 3. An owner of a residence and its accessory buildings, who makes ordinary repairs which can be considered as routine maintenance of his-their primary residence and accessory buildings, and which do not involve the structural soundness of the building, shall not be considered to be a building contractor. An application shall be submitted to the Department for approval for work requiring a permit;

4. Any person who constructs, repairs or alters ~~more than one~~ building or structure ~~in any one-year period and~~ for which a permit is required, shall be required to become a ~~registered-licensed~~ building contractor as provided herein, except for owner-occupied single-family-unit residences. An owner-occupied unit shall not be listed for resale for a period of one year after final inspection or work has been completed;
5. ~~Work performed by any person for which a plumbing permit is required and is within the exception set forth in Section 26(A)1408 of the Uniform Plumbing Code as adopted by city ordinance;~~
- 6 Buildings constructed by a school or community college district as part of an industrial arts curriculum under the direct supervision of a qualified industrial arts instructor; provided, however, that the school or community college district shall have the installations inspected as required by law;
76. Licensed electrical contractors employing master or journeyman electricians, or apprentice electricians supervised by a master or journeyman electrician shall install all electrical equipment. This requirement is waived for:
 - a. Installation by person or persons on their own ~~residential property~~primary residence if the property is not for immediate resale,
 - b. Oilfield operations, railroads, petroleum, refineries, mines and their appurtenant facilities,
 - c. Liquefied petroleum, gas, electric or communication facilities exercising their function as public utilities,
 - d. Cable TV, AM or FM radio stations, television stations and related services;
- B. The above exceptions shall not apply to any person who contracts or subcontracts to or for any ~~exempt person~~primary residence owner.

15.12.070-050 License - Classifications.

- A. Licenses cover only the work and/or services which is/are stated within each license classification. No work outside of the licensed classification shall be performed by any individual who does not possess the proper license covering such work as outlined in this section. Licenses shall be issued to the applicant upon presentation of a valid qualifications and after payment of the licensing fee. The licensee shall be the qualifying party of record for only one contractor/company at a time.
- B. There shall be the following class of licenses, and the holder of each license shall be authorized to do the following:
 1. Building Contractor, Class I. To contract for the construction, alteration or repair of any type or size of structure permitted by the city building codes. Such license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;
 2. Building Contractor, Class IIA. To contract for the construction, alteration or repair of all residential and commercial structures up to twelve thousand square feet of total

area within the building footprint. Such license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;;

3. Building Contractor Class IIB. To contract for construction, alteration or repair of residential structures up to and including apartment buildings up to four dwelling units. Such license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;
34. Building Contractor, Class III. To contract for the repairing, remodeling or altering of a single-family ~~residence unit~~ or structure in an amount not to exceed twenty-five percent of ~~the assessed value~~ the total square footage of the structure ~~of the structure~~ when such repair, remodel, or alteration requires a permit as provided by city ordinances. Such license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;;
5. Building Contractor Class IV. To contract for maintenance and repair of residential and commercial buildings consisting of the following:
 - a. Building:
 - i. Drywall patch and repair not including the opening up of entire wall sections.
 - ii. Roofing shingle repair not to exceed 10 percent of the existing roof area.
 - iii. Window/door removal and replacement that does not require structural alteration to the existing structure.
 - iv. Deck repair, excluding structural components.
 - v. Interior finish work excluded from permit requirements identified in the International Residential Code.
 - vi. Retaining walls six feet in height or less.
 - vii. Fences 8 feet in height or less.
 - viii. Accessory buildings under 200 square feet in floor area.
 - b. Plumbing:
 - i. Repair of p-traps and drain piping contained within the cabinet area of the fixture.
 - ii. Removal and replacement of toilets and flanges.
 - iii. Exterior sprinkler systems from the vacuum breaker to throughout the sprinkler system.
 - iv. Dishwasher installation, removal, and replacement.
 - c. Mechanical:

i. Removal of grills, registers, and diffusers that do not require alteration of existing ductwork.

d. Electrical:

i. Changing of lighting elements within existing fixtures.

ii. Installation of decorative lighting.

Such license shall be issued to the applicant upon the successful completion of a written examination and the payment of the license fee.

46. Demolition Contractor. To contract for the demolition or removal of any structure or building. A demolition contractor license shall be issued upon the payment of the license fee;
57. Electrician's License, Master. The right and privilege to do any electrical wiring that may be required of a master electrician within the city limits and shall be a valid qualification for obtaining a contractor's license upon proper application and payment of fees. A master electrician's license shall be issued to the applicant upon presentation of a valid master electrician's license issued by the State Electrical Licensing Board and ~~the-upon~~ payment of the ~~required-~~licensing fee. A master electrician shall be the master of record for only one contractor at a time;
68. Electrician's License, Journeyman. The right and privilege to do any electrical wiring that may be required of a journeyman electrician within the city limits. A journeyman's electrical license shall be issued to the applicant upon presentation of a valid journeyman electrician's license issued by the State Electrical Licensing Board and ~~the-upon~~ payment of the ~~required-feelicensing~~ fee;
79. Electrician's License, Apprentice. A licensed electrical contractor may employ registered apprentice electricians to assist master or journeyman electricians. Such apprentices shall be registered with the state and the city upon the payment of the ~~required-~~licensing fee, and shall work under the immediate supervision of a master or journeyman electrician. No contractor shall have more than two apprentices for each master or journeyman electrician;
810. Electrical Contractor's License. The right and privilege to contract for the installation of any electrical wiring within the city limits. An electrical contractor's license shall be granted upon presentation of a valid electrical contractor's license issued by the State Electrical Licensing Board and ~~the-upon~~ payment of the ~~licensing~~ fee;
911. Limited Electrical Contractor's License. The right and privilege to contract for installation of limited electrical wiring within the city limits. Limited electrical wiring is that wiring for which a limited contractor's license shall be obtained as defined in Section 15.28.020 of this title. A limited contractor's license shall be granted upon presentation of a valid limited contractor's license issued by the State Electrical Licensing Board and upon the payment of ~~a-~~the ~~licensing~~ fee;

- ~~1012~~. Gasfitter's License. The right and privilege to install gas piping as an employee of a plumbing contractor or gas utility, within the city. A gasfitter's license shall be issued to the applicant upon the successful ~~completion of a~~ review by the ~~board~~ Department and upon the payment of the ~~required~~ licensing fee;
- ~~1113~~. Gas Utility Contractor. The right and privilege to conduct, carry on, or engage in the business of installation and service of gas appliances, except for water heaters and boilers, as defined by the ~~Uniform-International~~ Mechanical Code and International Fuel Gas Code, latest editions. A license shall be issued to the applicant upon the payment of the ~~required~~ license fee and proof of employment of a full-time gas utility installer;
- ~~1214~~. Gas Utility Installer. The right and privilege to do installation of gas appliances, except for water heaters and boilers, as defined by the ~~Uniform-International~~ Mechanical Code and International Fuel Gas Code, latest editions. The utility installer license shall be issued to the applicant upon the successful completion of a written examination and the payment of the ~~required~~ license fee;
- ~~1315~~. High Pressure Boiler Operator's License. The right and privilege to operate steam boilers not in excess of two hundred fifty psi gauge saturated steam pressure or water boilers operating not in excess of three hundred seventy-five psi gauge pressure and four hundred fifty degrees Fahrenheit temperature within the city. A high-pressure boiler operator's license shall be issued to the applicant upon the successful completion of a written examination, ~~a-the successful~~ review by the ~~board~~ Division and the payment of the ~~required~~ license fee;
- ~~1416~~. Low Pressure Boiler Operator's License. The right and privilege to operate steam boilers not in excess of fifteen psi gauge pressure or water boilers not in excess of fifty psi gauge pressure and two hundred fifty degrees Fahrenheit temperature within the city. A low-pressure boiler operator's license shall be issued to the applicant upon the successful completion of a written examination, ~~a-the successful~~ review by the ~~board~~ Department and the payment of the ~~required~~ license fee;
- ~~1517~~. Mechanical Contractor's License. The right and privilege to conduct, carry on or engage in the business of heating, ventilation, air conditioning, refrigeration and associated sheet metal work and as outlined in the Uniform Mechanical Code, latest edition, within the city. A license shall be issued to the applicant upon the payment of the ~~required~~ license fee, and proof of employment of a full-time licensed mechanical master;
- ~~1618~~. Mechanical Master License. The right and privilege to do any heating, venting, air conditioning and refrigeration work that may be required within the city and shall be a valid qualification for obtaining a mechanical contractor's license. Such license shall be issued to the ~~applicant upon~~ applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the ~~required~~ license fee;
- ~~1719~~. Mechanical Journeyman's License. The right and privilege to do any heating, venting, refrigeration and air conditioning work that may be required of a mechanical journeyman within the city, as an employee of a mechanical ~~contractor.~~ contractor.

Such license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;~~Such license shall be issued to the applicant upon the successful completion of a written examination and the payment of the required fee;~~

- ~~18~~20. Mechanical Apprentice License. The right and privilege to work as an apprentice for a mechanical contractor within the city; provided such work time is in the presence and under the instruction of a licensed master or journeyman. An apprentice license shall be issued to the mechanical contractor in the name of the applicant upon payment of the ~~required~~-license fee. Such license shall be valid only for the term of ~~his~~-~~their~~ employment with that contractor. No mechanical contractor shall have more than one apprentice for each city/~~county~~ licensed journeyman or master mechanical;
- ~~19~~21. Mobile Home Contractor. The right and privilege to install mobile homes and the related exterior work of plumbing connections, blocking, leveling, skirting and all other aboveground requirements. The license will be issued upon proof of full-time employment of a mobile home installer and payment of ~~required~~-license fees;
- ~~20~~22. Mobile Home Installer. The right and privilege to do plumbing, blocking, leveling and skirting work related to the outside of a mobile home. A mobile home installer's license will be issued upon the successful completion of a written exam and the payment of ~~required~~-license fees;
- ~~21~~23. Plumbing Contractor's License. The right and privilege to contract for the installation of any plumbing work, including the installation of steam or water boilers, within the city. A plumbing contractor's license shall be granted upon the payment of a license fee;
- ~~22~~24. Master Plumber's License. The right and privilege to do any plumbing work that may be required of a master plumber within the city and shall be a valid qualification for obtaining a plumbing contractor's license. A master plumber's license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;~~upon the successful completion of a written examination and the payment of the required fee;~~
- ~~23~~25. Journeyman Plumber's License. The right and privilege to do any plumbing work that may be required of a journeyman plumber, as the employee of a plumbing contractor within the city. A journeyman plumber's license shall be issued to the applicant upon the successful review by the Department, the successful completion of a written examination, and the payment of the license fee;~~upon the successful completion of a written examination and the payment of the required fee;~~
- ~~24~~26. Apprentice Plumber's License. The right and privilege to work as an apprentice plumber for a plumbing contractor within the city. An apprentice plumber's license shall be issued, in the name of the applicant, to the plumbing contractor with whom ~~he is~~they are employed. An apprentice license shall be issued to the plumbing contractor in the name of the applicant upon payment of the license fee. Such license shall be valid only for the term of their employment with that contractor.~~Such license shall be valid only for the term of his employment with that contractor.~~ No plumbing

contractor shall have more than one apprentice for ~~each city~~each city -licensed journeyman or master plumber;

~~2527~~. Roofing Contractor's License. The right and privilege to repair, alter, and install roofs, roofing material and related decking material. A roofing contractor's license shall be issued upon the successful completion of a written examination and the payment of the license fee;

~~2628~~. Sanitary Sewer Cleaning Contractor's License. The right and privilege to clean: Sanitary sewers or drain lines; sludge pits and sand traps within the city. A sanitary sewer cleaning contractor's license shall be issued to the applicant upon the payment of a fee;

~~2729~~. Utility Contractor's License. The right and privilege to repair and install sewer and water lines from the building out. Such license shall be issued to the applicant upon the successful completion of a written examination and the payment of the ~~required~~ license fee, and proof of employment of a full-time licensed utility installer;

~~2830~~. Utility Installer's License. The right and privilege to repair and install sewer and water lines from the building out. Such license shall be issued to the applicant upon the successful completion of a written examination and the payment of the ~~required~~ license fee;

~~2931~~. Water Conditioning Contractor's License. The right and privilege to install water conditioning and softening systems within the city. Such license shall be issued to the applicant upon the payment of the ~~required~~-license fee.

B. Each contractor must have and maintain during the effective period of ~~his~~-their license:

1. Telephone service where ~~he~~-they may be contacted during normal business hours; and

2. All motor vehicles owned or leased by a contractor must carry identifying signs showing the contractor's name; and:-

3. Insurance as required by Section 15.12.140.

C. A licensed contractor shall be responsible for all work included under ~~his~~-their permit whether or not such work is done by ~~him~~-the contractor or ~~his~~their sub-contractor(s).

15.12.080 ~~060~~ License - Application.

A. All persons required to be licensed by this chapter shall apply for said license upon a form approved by the ~~board~~Department. ~~The board shall provide different application forms for different trades which are regulated by city ordinance.~~

B. The application shall measure the applicant's knowledge of the applicable codes, laws and ordinances adopted by the city for the particular ~~trade~~-license category for which a the license is being applied for. The ~~board~~-Department shall set the application standards and establish procedures which shall be ~~approved by the city council prior to the issuance of any license~~uniform for each license category.

- C. The determination of eligibility for license or other matters pertaining thereto shall be by the ~~board~~Department. Each applicant shall be required to successfully complete and pass an examination which is derived from the applicable state, national, and municipal code(s) and is approved by the ~~board~~Department. The examination~~which~~ shall test the competency of the applicant in relation to the license category being applied for.
- D. Every person subject to the licensing requirements of this chapter shall make an application for such license ~~within thirty days from its effective date. All building construction in progress by such persons may continue until action has been taken by the board of the prospective licensee's application. Should such application be denied by the board, the person will be allowed to complete any work under construction but no further permits will be issued nor work be allowed until said person has obtained the necessary license prior to submitting for the required permit(s) to construct. The license application must be approved and issued before the permit to construct is approved. No work requiring a permit shall be performed prior to license issuance.~~

15.12.090-070 License—Experience and examination criteria.

- A. The ~~board~~Department will license without examination, an applicant for a category of license which is not required by Section 15.12.050, or by an applicant who holds a valid license issued by another Wyoming entity which has or had at the time the applicant was licensed, requirements for licensure ~~substantially~~ similar to those of this chapter, and who offers reciprocity with the city. All tests given by the Wyoming Association of Municipalities ~~or an equivalent International Code Council (ICC) contractor certification exam for the applicant's trade license classification,~~ and proof of a passing score of a minimum of seventy-five percent will be accepted by the ~~board~~Department. Any previous licensure provided will be subject to the Departments background checks with such entity to verify the validity of documentation, competency, and the contractor's work/permit history.
- B. The following is the experience criteria. ~~and a~~All examinations require seventy-five percent or more for a passing score. Affidavits as described in Section 15.12.020(2) are required if prior experience is claimed.
 1. No examinations are required for any apprentice classification;
 2. Master Plumber. Applicants for a master plumber's license must have a certificate of completion of apprenticeship training, or the equivalent of four-years of experience in a licensed plumbing shop and five-years of experience as a journeyman or master plumber in a licensed plumbing shop ~~in the city.~~ Each full year of experience as a journeyman plumber or master plumber under a recognized licensing authority of a state or other municipality having licensed examinations comparable to that of the city will be accepted in lieu thereof for each year required or experience in this trade category and shall be documented by affidavits from former employers and which must be acceptable to the ~~license board~~Department;
 3. Journeyman Plumber. Completion of a four-year plumbing apprenticeship training program recognized by the federal government. One year's year of experience as an apprentice plumber, journeyman plumber or master plumber under a recognized

authority of a state or municipality may be substituted for each year of required apprenticeship or experience in this ~~trade category and shall be~~ documented by affidavits from former employers ~~and which must be~~ acceptable to the ~~license board~~ Department;

4. Building Contractor. Affidavits showing qualifications ~~to perform work related to the license category being applied for shall be~~ approved by the ~~license board~~ Department ~~. and minimum~~ The required minimum experience in the category of a general contractor's license being applied for ~~is:~~ Class I requires eight years ~~of experience~~, Class IIA requires six years ~~of experience~~, Class IIB requires six years ~~of experience~~, ~~and~~ Class III requires four years ~~of experience~~, and Class IV requires two years ~~of experience~~. ~~Qualifications shall be under the supervision of a currently licensed contractor or otherwise approved by the Department, and shall contain evidence of competency in all areas of construction that fall under the applied for license category;~~
 5. Mechanical Master. Applicants for a mechanical master's license must have a certificate of completion of apprenticeship training, or the equivalent of four years' experience in a licensed mechanical shop and five years' experience as a journeyman or master mechanical in a licensed mechanical shop ~~in the city/county~~. Each full year of experience as a journeyman or master mechanical under a recognized licensing authority of a state or other municipality having licensed examinations comparable to that of the city will be accepted in lieu thereof for each year required, or experience in this ~~category and shall be documented by affidavits from former employers which must be acceptable to the Department~~ ~~trade documented by affidavits from former employers and acceptable to the license board;~~
 6. Mechanical Journeyman. The completion of a four-year mechanical training program recognized by the federal government, or one years ~~of~~ experience as a mechanical apprentice, mechanical journeyman, or mechanical master under a recognized authority of a state or municipality may be substituted for each year of required apprenticeship, or experience in ~~category and shall be documented by affidavits from former employers which must be acceptable to the Department~~ ~~this trade documented by affidavits from former employers and acceptable to the license board;~~
 7. Low Pressure Boiler Operator. Shall have not less than three-months full-time experience in the actual operation of a boiler in this classification as defined by the mechanical code;
 8. High Pressure Boiler Operator. Shall have not less than two-years full-time experience in the actual operation of a boiler and steam driven machinery in this classification as defined by the mechanical code, under the supervision of a person holding a valid license;
 9. Utility Installer. Shall have one-year ~~of~~ experience in the utility contracting trade or with a licensed plumber.
- C. Any person who fails to pass an examination may ~~apply for~~ ~~schedule~~ reexamination ~~after the expiration of thirty days~~ ~~up to two subsequent times~~. Should such person fail to pass the second and subsequent time, the ~~board~~ ~~Department~~ ~~may~~ ~~shall~~ refuse a ~~third~~ ~~4th~~ or

subsequent ~~application examination~~ until after the expiration of six months. Such person shall not work in the intervening time in the ~~capacity of the tradecategory~~ for which ~~he is applying for a license~~ the application was submitted.

15.12.~~100~~ 080 License - Payment - Issuance.

The applicant, after the completion of all licensing requirements, shall pay for and upon payment receive ~~such license~~ the appropriate license within ninety days after notification of approval ~~or of~~ the application, ~~and subsequent application~~ approval shall become null and void. Thereafter, a new application shall be required.

15.12.~~110~~ 090 License - Register.

The Ddepartment shall maintain a register reflecting the name of each person who has currently applied for or is licensed by the city for the current calendar year.

15.12.~~120~~ 100 License - Partnerships, corporations and associates, and limited liability companies - Conditions.

- A. A partnership, corporation or association in good standing, or limited liability company (for the purposes of this section, any or all shall be referred to as "firm") may be issued a license required by this chapter upon compliance with the following:
1. The individual applying must be an active owner, partner, officer, member, or full-time salaried employee of the firm;
 2. The license, if issued, shall be in the name of the individual and shall show on its face the name of the individual upon whose competency it is issued, and then the name of the firm for whom the individual is doing business or is employed.
- B. A license issued under this section shall be valid only so long as the individual who is named on the license as the qualified person shall remain in or with the firm in the capacity required in subdivision 1 of subsection A of this section. In the event the individual who is named on the license issued to a firm leaves the firm or severs ~~his~~ their active participation with said firm without notifying the department within ten days, said individual shall not be entitled to apply for and receive a new license for a period of ninety days.
- C. If the individual qualifying ~~in-on~~ in-on behalf of ~~a~~ the firm ceases to be connected with the firm to which a license has been issued, said firm shall notify the Ddepartment in writing within ten days of such cessation; and said firm shall apply to the ~~board~~ Department for an extension of time to qualify through another person. Said time extension shall in no case be longer than ninety days. If the firm fails to notify the department within the ten-day period, at the end of such period, its license shall be suspended until such time as a new person in the firm qualifies for a license as required by this chapter, and said license is issued. Any firm may substitute a name of a qualified person on its license so long as it notifies the Ddepartment and said person is a member of the firm as required by this

chapter. Upon such notice, the Department shall issue a new license with the substituted name.

- D. A new license shall be required for any firm which permanently changes its name or legal status. A new license shall be issued and a fee shall not be charged for the issuance of a new license in the event of such a change; provided that the Department is notified within ten days of the effective date of the change; and provided that the individual upon whose competency the license is issued is a member of the new firm as required in this section and is a qualified person. In the event notice is not provided within ten days, at the end of said period the fee for new licenses shall be charged for the issuance of a license. In addition, if notice is not given as provided herein, the firm and its employees shall be considered to be operating without a license and shall be in violation of this chapter.
- E. In the event a firm is issued a license, the individual upon whose competency the license is issued shall be responsible to ensure that the firm and its employees comply with the provisions of this chapter. In the event any employee of the firm violates any provision of this chapter, both the employee and the firm shall be deemed to be in violation hereof.

15.12.130-110 License - Renewal.

All licenses shall expire on the last day of each year. Licenses shall be renewed annually with a thirty-day grace period following the renewal date. The department shall have the authority to reissue a license; provided such reissuance shall be accomplished prior of the date of expiration or within the thirty-day grace period. If such license is not renewed prior to that time, the license shall be declared null and void, and a new application shall be filed with the Department. Any work done by any person for which a license is required that is performed after the thirty-day grace period, and prior to obtaining a valid license, shall be a violation of this chapter.

15.12.120 License transfers.

There shall be no license transfers of a license held by one person to another person. There is no entitlement to transfer any license issued under the authority of this ordinance to another person, entity, or firm. The dissolution of a business entity which has been licensed terminates the license and no person may thereafter operate under that license.

- A. Licensees wishing to change a name, address, email, or phone number shall apply to the Department indicating such change. Upon approval by the Department, a certificate of insurance shall be submitted with the new name of the company and the city of Casper as a certificate holder prior to the issuance of the new license.
- A.B. A new license is required for the creation of a new business entity or with transfer of ownership involving a registered person.

15.12.140-130 Licensee responsibility.

A licensee shall be responsible for work requiring a permit under the provisions of this chapter or other applicable city ordinance without limitation to the items as herein listed, and shall do or cause to be done the following:

- A. To present his-their license when requested by the administrative authority;
- B. To obtain a permit when the same is required prior to the commencement of work unless work is due to an emergency repair. Emergency repairs shall be permitted as required by this code no later than by the end of the next business day;
- C. To faithfully construct, without substantial departure from or disregard of drawings and specifications, when such drawings and specifications have been filed and approved by the building department and a permit issued for same, unless such changes are approved by the owner, owner's agent, and the building departmentDepartment;
- D. To complete all work authorized on the permit issued by the ~~department~~Department unless good cause is shown;
- E. To obtain inspection services when the same are required by ~~city ordinances~~city Municipal and adopted Building Codes;
- F. To pay any fee assessed under the authority of the Municipal or Building Code adopted by the city;
- G. To build in compliance with all ~~applicable~~ Municipal and adopted codes;
- H. To warrant the workmanship, structural soundness, and code compliance of the residence or building for a period of one year from the date of the issuance of the final certificate of occupancy of such residence or building by the Department, or, in case of a remodeling, one year from the date of the approved final inspection by the Department.
- I. To be responsible for all work performed by the licensee, licensee's employees, and subcontractors, whether permit is required or not.
- J. To verify and ensure that all subcontractors and employees are properly licensed for the work which they are performing.
- K. Report in writing to the Department, within three (3) working days, all events occurring within any construction or demolition project which has caused structural damage to any building, structure, and/or utility
- L. Pay and all fees for permits, plan checks, special or re-inspections, and penalties assessed under the authority of this ordinance and the adopted Building Codes.
- M. Comply with every lawful order or notice entered or issued by the Department or administrative authority.

15.12.150-140 License - Insurance requirements.

Every contractor granted a license of any kind under the terms of this chapter shall be required as a condition of receiving and holding said license to maintain, at all times, employer's liability insurance and workman's compensation insurance, (if employees are hired by such contractor,) and public liability insurance of a minimum limit of not less than two hundred fifty thousand

dollars for personal injury or death of one person; five hundred thousand dollars for personal injury or death of all persons arising out of any one incident; property damage insurance with a minimum limit of not less than two hundred fifty thousand dollars for one incident; and shall furnish the city a certificate that such insurance is maintained.

15.12.160-150 Probation, sSuspension or revocation - Conditions.

The administrative authority may suspend or revoke a license when the licensee or an employee of the licensee commits one or more of the following acts or omissions:

- A. Failure to comply with any of the requirements of this ~~chapter~~ordinance;
- B. Knowingly combining or conspiring with any unlicensed person to evade the provisions of this chapter, by permitting one's license to be used by such person;
- C. Knowingly acting as agent, partner, associate or in any other capacity, with any unlicensed person, to evade the provisions of this chapter;
- ~~D. Knowingly violating any provisions of all city ordinances.~~D. Knowingly violating any provision of any city ordinance;
- ~~E. Hiring or subcontracting to unlicensed subcontractors or persons not legally permitted to be performing the work;~~
- ~~F. Occupying a structure prior to obtaining an approved temporary or final certificate of occupancy or an approved final inspection;~~
- ~~G. Failure to convert a temporary certificate of occupancy into a certificate of occupancy due to failure of meeting the temporary certificate of occupancy's terms and conditions.~~
- ~~H. Obtaining a license or permit by fraud or misrepresentation;~~
- ~~I. Non-payment of building permit, plan check, or any other city assessed fees;~~
- ~~J. Failure to obtain required permits prior to the commencement of work as required by Municipal and Building Codes;~~
- ~~K. Overtly aggressive or threatening behavior towards city officials;~~
- ~~L. Performing work not allowed under the licensee's currently held license classification;~~
- ~~M. Failure to request inspections required by the Department;~~
- ~~N. Working with an expired or suspended license;~~
- ~~O. Repetitive misrepresentation of permit valuations.~~
- ~~P. Repetitive confirmed complaints involving violations of this ordinance, pertaining to a licensee or licensee's subcontractors, representative(s), or employee(s).~~
- ~~Q. Having a licensed suspended or revoked in another jurisdiction.~~

15.12.170-160 Probation, sSuspension or revocation - Procedure.

~~When any of the acts or omissions as enumerated in Section 15.12.160 are committed by a licensee or his employees and the administrative authority deems that such license shall be suspended or~~

revoked, the procedure shall be as follows: Failure to comply with license requirements may result in a suspension or revocation of an issued license and shall be considered when an application is made for a new or reinstatement of a suspended or revoked license. Disciplinary proceedings under this section shall be commenced, first, by filing a written complaint upon a form provided by the Department. Complaints may be filed by any city of Casper resident, licensed contractor, by the Department, or by the administrative authority. All complaints shall be filed within sixty (60) days of the discovery of an alleged violation. Failure to file a complaint within the required time limitation shall result in the dismissal of the complaint.

Complaints shall be filed on a Department provided form, and shall include the following:

1. The name, address, and telephone number of each complainant;
2. The name, address, and telephone number of the licensee/respondent;
3. The location, day, and time that the alleged violation occurred;
4. The persons and/or basis on which the complaint is based;
5. A statement which cites the specific Municipal or adopted Building Code(s) that were violated;
6. The signature of the complainant, verifying to the best of their knowledge, that the information set forth within the complaint is true and correct.

The administrative authority and/or Department will review all complaints received and investigate their validity. If there are legitimate license violations that have occurred then the Department will mail a notice of violation to the licensee/respondent at the business address that is on file with the city by e-mail and/or certified mail. In lieu of an invalid mailing address, the notice of violation shall be given through personal delivery.

Upon validation of a complaint or complaints, and/or when any of the acts or omissions as enumerated in section 15.12.150 are committed by a licensee or their employee(s) or representative(s), and the administrative authority or the Department deems that such license shall be put on probation, suspended or revoked, the procedure shall be as follows:

- A. The administrative authority shall give notice to licensee by e-mail, certified mail, or by personal delivery of the facts or conduct which warrant the probation, ~~revocation or~~ suspension, or revocation of the license, and that such ~~revocation or~~ probation, suspension, or revocation will be effective immediately if a request for a hearing on such matter is not received as provided in subsection B of this section. If a request is made, the discipline shall be stayed until completion of the appeal;
- B. Upon receipt of the notice, the licensee shall respond to the allegations and may request a hearing before the appeals board. Such request shall be in writing to the administrative authority and city attorney's office within seven (7) business days of receipt of notice. At such hearing, Department shall be represented by the city attorney's office, who shall present evidence of the licensure violation(s) in question. The licensee shall be given an opportunity to show their compliance with all lawful the requirements licensure requirements for the retention of the license. The hearing shall be conducted in compliance with the procedures promulgated in accordance with of the Wyoming Administrative Procedure Act. Failure by the licensee to respond to the allegations or

request ~~the an appeal~~ hearing shall be deemed a waiver of any appeal and the order of probation, suspension, or revocation shall become final;

- C. If a hearing is requested by the licensee, the appeals board shall direct and the administrative authority shall set a time, date, and place for such hearing, and so notify the licensee in writing. Such notice shall include a statement of:
1. The time, place and nature of the hearing;
 2. The legal authority and jurisdiction under which the hearing is to be held;
 3. The ~~particular sections of the statutes and rules~~ alleged licensure violations involved;
 4. ~~A short and plain statement of the matters asserted~~ The administrative authority's requested consequence for the violation;
- D. When a hearing is conducted, all interested parties, including their attorney(s), may be in attendance. Upon completion of the hearing the ~~administrative authority~~ appeals board shall notify the licensee, within five (5) working days, of its findings and ruling in writing by e-mail and/or certified mail;
- E. Decisions of the board may be appealed in accordance with the Wyoming Administrative Procedures Act and Wyoming Rules of Appellate Procedure.

15.12.170 Probation, suspension or revocation—Disciplinary progression and timeframe.

If the appeals board upholds the findings and determination of the administrative authority or Department then the minimum probationary, suspension, or revocation period shall be as follows:

1. First offense of any of the licensure requirements within a calendar year shall require the license to be placed on probation for not less than six (6) months;
2. Second offense of any of the licensure requirements within a calendar year shall require the license to be suspended for not less than six (months);
3. Third offense of any of the licensure requirements within a calendar year shall require the license to be revoked for not less than one (1) year;
4. Any subsequent violations for the licensure requirements within a calendar year shall result in penalties outlined in section 15.12.200 of this chapter and may result in permanent revocation of city licensure;
5. History of two (2) consecutive calendar years of disciplinary action against a license will result in the permanent revocation of city licensure.

If no further violations occur within the probationary, suspension, or revocation timeframe, then the license may be reinstated. Insurance requirements and renewal fees shall be up to date prior to the reinstatement of the license.

15.12.180 Suspension or revocation - Emergency suspension.

If the administrative authority finds that just cause concerning imminent danger to personal safety or health conditions exists for suspension or revocation of a license, ~~he~~ the Department may enter an order for immediate suspension and suspend the activities of the licensee. The licensee may, upon notice of such suspension, request an immediate hearing before the board and the hearing shall be conducted as soon as possible in the manner prescribed in this chapter.

15.12.190-190 Suspension or revocation - Ineligibility for new licenses.

A person whose license has been put on probation, suspended, or revoked ~~or suspended~~ shall not be entitled to file a new application by the establishment of a new legal entity, in which the individual has ownership interest, during the length of such revocation or suspension.

15.12.200 Violation - Penalty.

In addition to the probation, suspension, and revocation of any license as provided in this chapter, any person who violates any provisions of this chapter, or any rule or regulation promulgated hereunder, is guilty of a misdemeanor, the penalty for which is prescribed under Chapter 1.28 of this code.

15.12.200-210 Board of appeals.

- A. ~~It shall be the duty of the board of examiners to act as the board of appeals~~ There is hereby established a board to be known as the board of appeals, consisting of seven members. The members shall be residents of Natrona county and shall be selected and appointed by the city council. Members shall consist of:
1. A licensed master plumber;
 2. A licensed mechanical master;
 3. A licensed master electrician;
 4. A professional engineer or architect;
 5. A licensed class I building contractor;
 6. A licensed utility contractor, licensed mobile home installer, or licensed boiler operator; and
 7. A member of the general public.
- B. All members of the board shall serve without pay and until which time that they resign or are removed from their position for just cause. The board shall meet monthly or at such times as necessary to conduct business. The board shall elect, from its membership, a chairman, vice-chairman, and secretary who shall serve one-year terms. Four regular members shall constitute a quorum to transact business and for the performance of any

duty or for the exercise of any powers of the board. The city council may remove any member for cause. Vacancies shall be filled by appointment by the city council.

BC. Any person may appeal a decision of the Department or administrative authority with regard to any official decisions, conditions, or actions as provided by this chapter, or the suitability of alternate materials, methods of construction or interpretation of the building, mechanical, electrical, plumbing and fire codes adopted by the city. Appeal shall be commenced by the person by giving written notice of such appeal and stating therein the decision and reasons for the appeal to the secretary of the board of appeals within a period of five working days of the decision. The administrative authority shall present, in writing, to the board within five working days thereafter, all facts pertaining to the decision rendered, by him.

ED. The board of appeals shall, within thirty calendar days thereafter, hold a hearing and follow the hearing procedures set forth in subsections C, D and E of Section 15.12.1760.

15.12.210-220 Transitional provisions.

Except as otherwise expressly provided herein, this chapter shall not be construed to require the duplication or reissuance of any license or certificate within the same calendar year, the duplication of any application, nor the duplication of any payment of any license or certificate fee for a particular grade of license or certificate within the same calendar year. All persons in the building and construction industries presently licensed under former codes and ordinances of the city shall be deemed to be appropriately licensed hereunder. Any such licensee under a former city code or ordinance who fails to reapply for a license upon expiration of the existing license or any grace period allowed by this chapter shall be deemed to be in violation of this chapter if such person does or performs any work for which a license is required by this chapter.

15.12.220 Violation—Penalty.

~~In addition to the revocation and suspension of any license as provided in this chapter, any person who violates any provisions of this chapter, or any rule or regulation promulgated hereunder, is guilty of a misdemeanor, the penalty for which is prescribed under Chapter 1.28 of this code.~~

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

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

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

APPROVED AS TO FORM:


ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 8, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Public hearing to consider an Ordinance approving a plat and zone change for the proposed Lower Brothers Addition Subdivision

Meeting Type & Date:

Regular Council Meeting, November 21, 2023

Action Type:

Ordinance, and first public hearing

Recommendation:

That Council, by ordinance, approve a plat and zone change for the proposed Lower Brothers Addition Subdivision.

Summary:

Application has been made for a replat and zone change of 61.51-acres, more or less, to create the Lower Brothers Addition, located generally south of CY Avenue, and west of Hickory Street. The area involved is currently platted, but undeveloped, and is zoned R-4, R-5, PH, PUD, R-2 and C-2. The replat is vacating all the lots, blocks, streets and alleys in the area, and creating two (2) newly configured lots. Proposed Lot 1 is 49.58-acres in size, and the applicants have requested that it be zoned as R-5 (Mixed Residential). Proposed Lot 2 will be 11.93 acres in size, and the applicants have requested ED (Educational District) zoning for the parcel. There are no current plans for the development of proposed Lot 1; however, the plan for Lot 2 is for the construction of a college campus (Lutheran Classical College).

Existing zoning in the surrounding area includes the following:

- North – C-2 (General Business), R-4 (High Density Residential), PUD (Planned Unit Development) and R-2 (One Unit Residential);
- South – R-1 (Residential Estate) and PH (Park Historic);
- West – R-4 (High Density Residential), C-2 (General Business) and C-4 (Highway Business);
- East – ED (Educational District), R-4 (High Density Residential), and R-2 (One Unit Residential).

A pedestrian trail/pathway has been planned, and partially developed through the area from Wyoming Boulevard to CY Avenue, west of Valley Hills. Currently, the trail is constructed at its south end, starting adjacent to the PIC/Roosevelt School, the CY School, and extending past the Elkhorn Apartments located off of Central Drive. The trail is also constructed at its north end, adjacent to, and south of the Journey Elementary School, located northeast of the subject property. The Lower Brothers Subdivision provides a twenty-foot (20') wide easement through the property to accommodate the construction of that segment of the trail at some unknown time in the future, when the area develops. The pedestrian easement through the subject property is collocated with an easement for an existing water main that already traverses the property. There is no obligation for the owner of the property to construct their portion of the trail at this time.

Section 17.12.170 of the Casper Municipal Code provides guidance on zone change requests, and requires that the Community Development Director provide a report to the Commission as to the request's conformance with the Comprehensive Land Use Plan. The Generation Casper Comprehensive Plan also provides a Future Land Use Plan (FLU), which is found in Chapter Four (4), on Page 4-26. The FLU is an illustrative map that identifies the physical distribution of land uses, and forms the basis for future zoning and land use regulations. The FLU designates the desired future use of the subject property as "Neighborhood 3." Page 4-31 of the Comprehensive Plan provides the primary uses within areas designated "Neighborhood 3" as higher density, single and multi-dwelling residential, small offices and community/civic uses. The proposed R-5 (High Density Residential) and ED (Educational District) zoning is in keeping with the desired/planned land use designations for the area.

The Planning and Zoning Commission voted to support the requested plat and zone change after a public hearing on October 12, 2023. There were no public comments.

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Zoning Map

Plat

Aerial Map

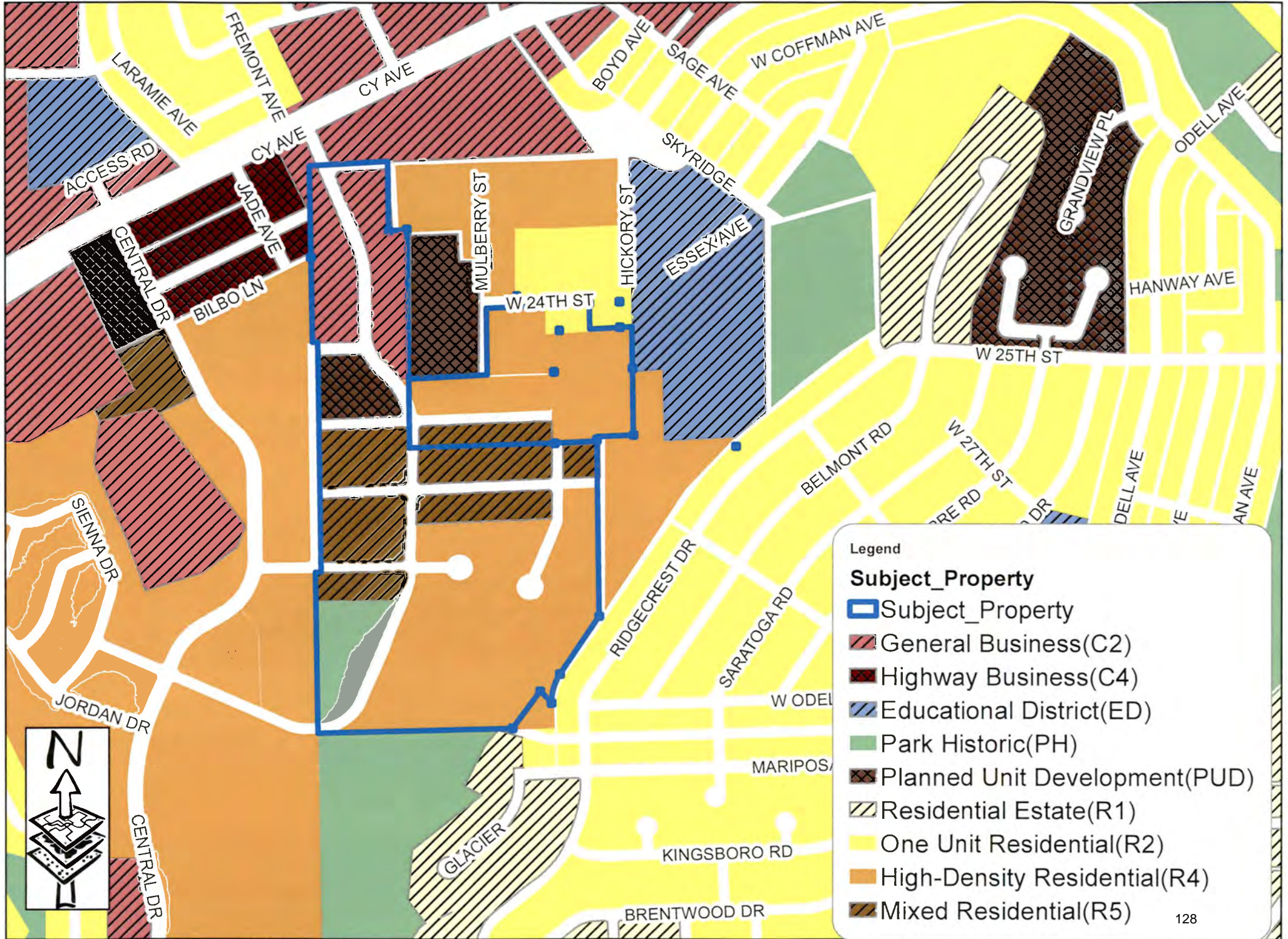
Subdivision Agreement (*prior to third reading*)

Ordinance

Lower Brothers Addition - Replat and Zone Change



Lower Brothers Addition



(FINAL) VACATION AND REPLAT
PLAT OF
LOWER BROTHERS ADDITION

BEING A VACATION AND REPLAT OF ALL OF BLOCKS 1-9, INCLUDING PLATTED STREETS, ALLEYS AND EASEMENTS, LOWER AND COOL ADDITION, ALL OF BLOCK 15, LOTS 1-2, BLOCK 16, AND PART OF VACATED HICKORY, SYCAMORE AND 25TH STREETS, RIVERVIEW ADDITION, AND LOTS A-B AND PART OF VACATED ALLEY, BLOCK 2, MOUNT HOPE ADDITION, LOCATED IN A PORTION OF THE N1/2SW1/4 AND SW1/4SW1/4, SECTION 17, T.33N., R.79W., 6TH P.M., NATRONA COUNTY, WYOMING

CERTIFICATE OF DEDICATION:

THE UNDERSIGNED, ROBERT E. LOWER, DENNIS W. LOWER AND GEOFFREY M. LOWER, OWNERS AND CHRISTIAN TRUSTEE, MOUNT HOPE LUTHERAN CHURCH, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF ALL OF BLOCKS 1-9, INCLUDING ALL PLATTED STREETS, ALLEYS AND EASEMENTS, LOWER AND COOL ADDITION, ALL OF BLOCK 15, LOTS 1-2, BLOCK 16 AND PART OF VACATED HICKORY, SYCAMORE AND 25TH STREETS, RIVERVIEW ADDITION, AND LOTS A-B AND PART OF VACATED ALLEY, BLOCK 2, MOUNT HOPE ADDITION, LOCATED IN THE N1/2SW1/4 AND SW1/4SW1/4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 12 WEST, CITY OF CASPER, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE UNDERSIGNED, ROBERT E. LOWER, DENNIS W. LOWER AND GEOFFREY M. LOWER, OWNERS AND CHRISTIAN TRUSTEE, MOUNT HOPE LUTHERAN CHURCH, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF ALL OF BLOCKS 1-9, INCLUDING ALL PLATTED STREETS, ALLEYS AND EASEMENTS, LOWER AND COOL ADDITION, ALL OF BLOCK 15, LOTS 1-2, BLOCK 16 AND PART OF VACATED HICKORY, SYCAMORE AND 25TH STREETS, RIVERVIEW ADDITION, AND LOTS A-B AND PART OF VACATED ALLEY, BLOCK 2, MOUNT HOPE ADDITION, LOCATED IN THE N1/2SW1/4 AND SW1/4SW1/4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 12 WEST, CITY OF CASPER, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE UNDERSIGNED, ROBERT E. LOWER, DENNIS W. LOWER AND GEOFFREY M. LOWER, OWNERS AND CHRISTIAN TRUSTEE, MOUNT HOPE LUTHERAN CHURCH, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS AND PROPRIETORS OF ALL OF BLOCKS 1-9, INCLUDING ALL PLATTED STREETS, ALLEYS AND EASEMENTS, LOWER AND COOL ADDITION, ALL OF BLOCK 15, LOTS 1-2, BLOCK 16 AND PART OF VACATED HICKORY, SYCAMORE AND 25TH STREETS, RIVERVIEW ADDITION, AND LOTS A-B AND PART OF VACATED ALLEY, BLOCK 2, MOUNT HOPE ADDITION, LOCATED IN THE N1/2SW1/4 AND SW1/4SW1/4, SECTION 17, TOWNSHIP 33 NORTH, RANGE 12 WEST, CITY OF CASPER, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE ABOVE DESCRIBED LAND CONTAINS 61.1 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS OF WAY AND/OR EASEMENTS, RESERVATIONS AND ENCROACHMENTS WHICH HAVE BEEN LEGALLY ACQUIRED. THE PARCEL OF LAND BEING A VACATION AND REPLAT OF ALL OF BLOCKS 1-9, INCLUDING ALL PLATTED STREETS, ALLEYS AND EASEMENTS, LOWER AND COOL ADDITION, ALL OF BLOCK 15, LOTS 1-2, BLOCK 16 AND PART OF VACATED HICKORY, SYCAMORE AND 25TH STREETS, RIVERVIEW ADDITION, AND LOTS A-B AND PART OF VACATED ALLEY, BLOCK 2, MOUNT HOPE ADDITION, AS IT APPEARS ON THIS PLAT, IS DEDICATED TO THE USE OF THE PUBLIC AND EASEMENTS AND THE PUBLIC FEELS FROM ENAMEL, AS SHOWN HEREON, AND HEREBY DEDICATED TO THE CITY OF CASPER AND TO ALL THE USES OF THE PUBLIC AND PRIVATE UTILITY COMPANIES FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY LINES, CONDUITS, DITCHES, DRAINAGE AND CANALS.

ROBERT E. LOWER, DENNIS W. LOWER & GEOFFREY M. LOWER
1637 CV AVENUE, SUITE 201
CASPER, WY 82504

MOUNT HOPE LUTHERAN CHURCH
208 HICKORY
CASPER, WY 82504

STATE OF WYOMING)
COUNTY OF NATRONA) SS
ROBERT E. LOWER, OWNER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY ROBERT E. LOWER, OWNER
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

CHRISTIAN TRUSTEE
MOUNT HOPE LUTHERAN CHURCH
STATE OF WYOMING)
COUNTY OF NATRONA) SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY CHRISTIAN TRUSTEE,
TRUSTEE, THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

STATE OF WYOMING)
COUNTY OF NATRONA) SS
DENNIS W. LOWER-OWNER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY DENNIS W. LOWER, OWNER
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

STATE OF WYOMING)
COUNTY OF NATRONA) SS
GEOFFREY M. LOWER-OWNER
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY GEOFFREY M. LOWER, OWNER
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

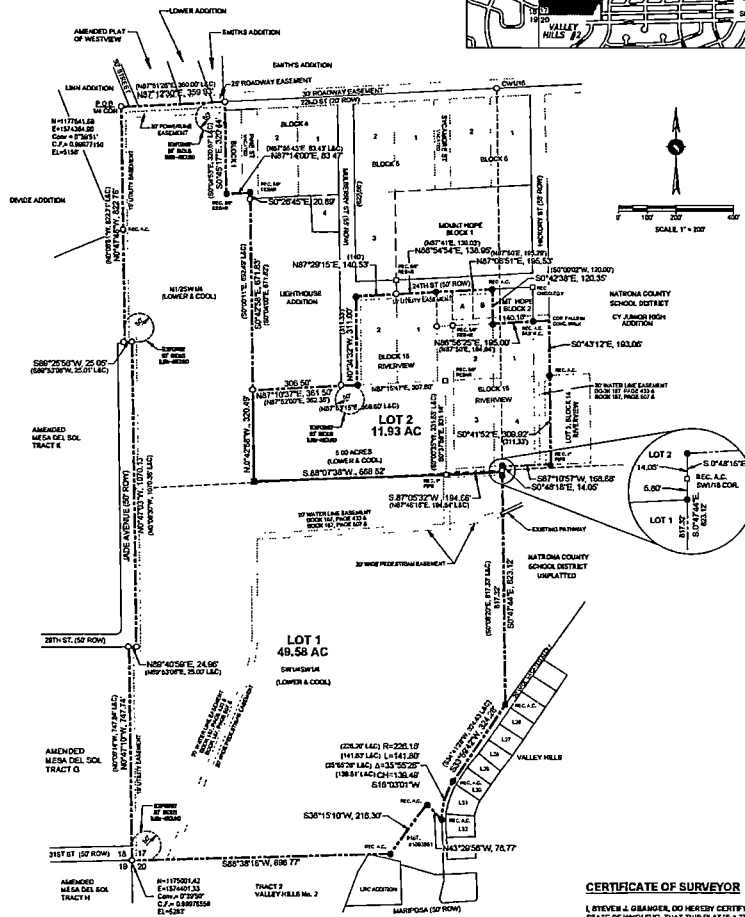
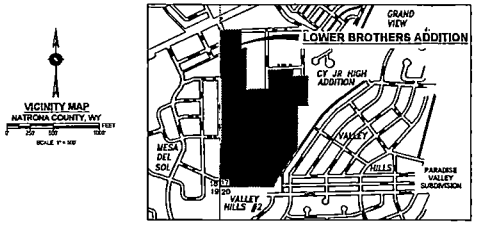
APPROVALS

APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING
THIS _____ DAY OF _____, 2023, AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH
RECOMMENDATION THAT THIS PLAT BE APPROVED.
COMMISSION CHAIRMAN _____ SECRETARY _____
APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NUMBER _____ DAILY PASSED, ADOPTED AND
APPROVED ON THIS _____ DAY OF _____, 2023.
MAYOR _____ ATTEST: CITY CLERK _____
INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2023.
CITY ENGINEER _____
INSPECTED AND APPROVED ON THIS _____ DAY OF _____, 2023.
CITY SURVEYOR _____

CERTIFICATE OF SURVEYOR

I, STEVEN J. GIBBARD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, REGISTERED UNDER THE LAWS OF THE STATE OF WYOMING, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF LOWER BROTHERS SUBDIVISION TO THE CITY OF CASPER, WYOMING, AS Laid Out, PLATTED, DEDICATED AND SHOWN HEREON, AND THAT THIS PLAT WAS MADE FROM METERS TAPED (GIVEN AN ACTUAL SURVEY) AND BY ME OR UNDER MY DIRECT SUPERVISION IN AUGUST, 2023, AND THAT THIS PLAT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF CORRECTLY AND ACCURATELY REPRESENTS SAID SURVEY.

STATE OF WYOMING)
COUNTY OF NATRONA) SS
THIS THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY STEVEN J. GIBBARD
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



- LEGEND**
- RECORDED IMPASS CAP
 - SEE IMPASS CAP
 - RECORDED CORNER (4-NOTED)
 - SEE FURNISH CAP
 - PROPERTY BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - METERS TAPED (GIVEN AN ACTUAL SURVEY)
 - RECORDED EASEMENT & DISTANCE
- NOTES**
1. EASERS OF GROUND EASEMENT (187.42)
 2. BEARINGS AND COORDINATES ARE BASED ON WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, AND NAD83(11).
 3. ELEVATIONS ARE MEASURED TO BEHIND AS BENCHMARK.
 4. DISTANCES TO SURVEY FOOT-CORD.

EC ENGINEERS
Environmental and Civil Solutions, LLC
111 Ward 2nd Street, Suite 200
Casper, WY 82504
Phone: 307.337.2663
www.ecengineersllc.com
PROJECT NO. 230023
DATE DRAWN: 8.27.2023

**LOWER BROTHERS ADDITION
SUBDIVISION AGREEMENT**

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

1. The City of Casper of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City”).
2. Dennis William Lower, 701 Spanish Peaks Drive, Missoula, Montana 59803 (“Owner”).
3. Robert Edward Lower, 1104 South David Street, Casper, Wyoming 82604 (“Owner”).
4. Geoffrey Michael Lower, 2080 Balmer Drive, Los Angeles, California 90039 (“Owner”).
5. Mount Hope Lutheran Church (501C3), 2300 South Hickory, Casper, Wyoming 82604 (“Owner”).

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

RECITALS

- A. Whenever the Public Services Director, City Engineer, Community Development Director, or other City official is mentioned in this Agreement, it shall be deemed to include their designees.
- B. Owner has applied for final plat approval creating the “Lower Brothers Addition,” being a vacation and replat of all of Blocks 1-9, including platted streets, alleys and easements, “Lower and Cool Addition,” all of Block 15, lots 1-2, Block 16, and part of vacated Hickory, Sycamore and 25th Streets, “Riverview Addition,” and Lots A-B and part of vacated Alley, Block 2, “Mt. Hope Addition”.
- C. A plat of Lower Brothers Addition (“Addition”) has been prepared by the Owner, and approved by the City of Casper, and shall be signed and recorded at the Natrona County Clerk’s Office concurrently with this Agreement.

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

SECTION 1 – INCORPORATION OF RECITALS

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

SECTION 2 - OBLIGATIONS OF OWNER

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

2.1 Surveying:

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

2.2 Construction Sequence:

Main water lines, sewer lines, storm sewer, streets, sidewalks, pavement overlays, and access drives shall be constructed in an orderly sequence, as the Addition is developed and built upon, so that there will be no gaps left in the

paving, sidewalks, and other off-site improvements. Streets shall not be paved until all water lines, storm sewers, and property water and sewer services are in place and the ditches thereof properly backfilled and compacted, in accordance with City requirements. The Owner shall receive the approval of the Public Services Director prior to commencing any and all phases of construction.

2.3 Certification of Construction; Repair Obligations:

- a. All improvements shall be designed and inspected by a Wyoming registered professional engineer, who shall certify that the improvements, including, but not limited to, streets, curbs, gutter, sidewalks, paving, parkways, utility systems, storm sewers, street lighting, street signs and striping, etc., have been constructed in accordance with plans and specifications approved by the Public Services Director. The certification by the engineer and approval by the City shall be in writing. Approval of the construction plans by the Public Services Director is required before a building permit will be issued by the City.
- b. The Owner shall maintain, repair, and replace all improvements that fail within the warranty period as provided by the Code. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. In the event the Owner fails to maintain, repair, or replace said improvements, the City shall have the right but not the obligation, at its option, to maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.
- c. Upon issuance of a "letter of acceptance" by the Public Services Director pursuant to the Code, the City will assume ownership and the responsibility for the maintenance of the improvements. The Owner shall be responsible for the maintenance, repair and replacement of the improvements until the City issues its "letter of acceptance."

2.4 Underground Utilities and Street Lights:

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

2.5 Soils Analysis:

The Owner shall provide the Public Services Director with a soils analysis concurrently with the submittal of subdivision construction plans. Individual lot test bores may be required on each lot, with a soil analysis for the foundation

design at the sole discretion of the Public Services Director. Test results, soil analyses and foundation designs shall be submitted to the Community Development Director.

2.6 Erosion Control Program:

- a. The Owner shall submit, and have approved by the Public Services Director, a comprehensive erosion control program for the area disturbed during construction activities to mitigate the adverse effects of blowing dirt or dust, and water erosion on other properties in the immediate area before the issuance of an earthwork, road cut or grading permit pursuant to the Code. An erosion and sediment control permit shall be obtained from the Public Services Director prior to any earthwork taking place in the Addition.
- b. The Owner shall post security for its erosion control as required by the Code, and in a form acceptable to the City. It shall be the obligation of the Owner to keep any security in full force and effect, as required by the Code. In addition, the Owner shall furnish proof of the same to the Public Services Director upon demand of the City.

2.7 Retaining Walls and Fences:

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

2.8 Water and Sewer:

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

- a. Curb boxes shall be left behind the sidewalk in front of each lot and the Owner shall protect, during the subsequent course of developing the Addition, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the Public Services Director's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner

directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving work is completed in the Addition.

- b. The Owner shall construct the necessary water lines and appurtenances up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Water line sizes shall be as determined by the Public Services Director.
- c. The Owner, at its cost, shall install water service lines in accordance with Code specifications to the property line so as to serve each lot or building site in the Addition.
- d. The Owner shall construct the necessary sewer lines up to and through the Addition. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved in writing by the Public Services Director. Sewer sizes shall be as determined by the Public Services Director.
- e. The Owner, at its own cost, shall install sewer service lines, in accordance with Code specifications, to the property line so as to serve each lot or building site in the Addition.
- f. The Owner shall protect manhole covers and rings from damage in the course of constructing the line, and shall be solely responsible for repair or replacement to the Public Services Director's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Addition by the Owner. Said obligation shall continue until the sewer line and the system within the Addition is accepted by the Public Services Director by issuance of a "letter of acceptance." Provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed for the remaining improvements that have not been accepted within said Addition.
- g. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- h. All necessary water and sewer easements, in forms acceptable to the City, up to and through the subdivision shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out,

constructing, inspecting, maintaining and replacing water lines, sewer lines, its fire hydrants and other appurtenances.

- i. The Owner agrees to abide by all federal, state and local laws, rules and regulations regarding the use of its water and sewer facilities, and water and sewer service, including, but not limited to, the Federal Pretreatment Regulations and all the Code sections relating to industrial pretreatment.
- j. At such time as said water and/or sewer mains are installed by the Owner and a "letter of acceptance" is issued by the Public Services Director, the City shall pursuant to the Code, reimburse the Owner twice the difference in material cost between an eight (8) inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to the Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable material costs at the time of the Agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the Public Services Director.

2.9 Easements for all Utilities, Bikeways and Pedestrian Pathways:

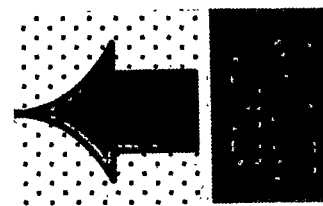
Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for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

2.10 Street and Traffic Signs and Controls:

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

2.11 Security Requirements:

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



2.12 Record Drawings:

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

2.13 Completion of Infrastructure Improvements Prior to Certificate of Occupancy:

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

2.14 Other Costs in Separate Agreements:

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

2.15 Stormwater, Flooding and Letters of Map Revisions:

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

SECTION 3 - OBLIGATIONS OF CITY

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

SECTION 4 - REMEDIES

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

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

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

SECTION 5 – GENERAL PROVISIONS

- a. Successors and Assigns: The terms and conditions of this Agreement shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, successors, assigns, and grantees and shall bind and run with the real property that is the subject matter of this Agreement. The Owner shall not assign this Agreement or otherwise sub-contract its duties and responsibilities as set forth in this Agreement without the prior written consent of the City.
- b. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, *et seq.* The City specifically

reserves the right to assert any and all immunities, rights, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

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

Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Dennis William Lower	City of Casper
Robert Edward Lower	Attn: Community Development Director
Geoffrey Michael Lower	200 North David
Mount Hope Lutheran Church	Casper, WY 82601
<i>(Addresses on Page 1)</i>	Fax: 307-235-8362

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

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

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by Ray Pacheco, as the Mayor of the City of Casper.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

WITNESS:

OWNER
Dennis William Lower

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20____, by Dennis William Lower as Owner.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

WITNESS:

OWNER
Robert Edward Lower

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by Robert Edward Lower as Owner.

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

WITNESS:

OWNER
Mount Hope Lutheran Church (501C3)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____ as _____ for Mount Hope Lutheran Church (501C3).

(Seal, if any)

(Signature of notarial officer)

Title (and Rank)

[My Commission Expires: _____]

ORDINANCE NO. 23-23

AN ORDINANCE APPROVING A PLAT, SUBDIVISION AGREEMENT AND ZONE CHANGE FOR THE LOWER BROTHERS ADDITION SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS the property owners of 61.51-acres, more or less, being portions of the Lower and Cool Addition Subdivision, Riverview Addition Subdivision and Mount Hope Addition Subdivision, have applied for plat approval to create the Lower Brothers Addition Subdivision; and,

WHEREAS application has also been made to rezone the proposed Lower Brothers Addition Subdivision as R-5 (Mixed Residential) and ED (Educational District); and,

WHEREAS, a written subdivision agreement will be entered into with the City of Casper, which will be executed with the approval of the plat upon third reading of this ordinance; and,

WHEREAS, after a public hearing, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the plat and zoning requests; and,

WHEREAS, final plats and zoning requests require approval of the City Council, by ordinance, following a public hearing; and,

WHEREAS, the governing body of the City of Casper finds that the above-described plat, zoning request, and the associated subdivision agreement should be approved.

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

SECTION 1:

The plat of the Lower Brothers Addition Subdivision and the associated subdivision agreement are hereby approved, and the Mayor is hereby authorized and directed to execute, and the City Clerk to attest said documents.

SECTION 2:

That the zoning of the Lower Brothers Addition Subdivision is hereby approved as follows:

- Lot 1 – R-5 (Mixed Residential);
- Lot 2 – ED (Educational District).

SECTION 3:

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

PASSED on 1st reading the ____ day of _____, 20 ____.

PASSED on 2nd reading the ____ day of _____, 20 ____.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 20 ____.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 24, 2023

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

FROM: Liz Becher, Community Development Director *LB*
Beth Andress, MPO Supervisor

SUBJECT: Western Gateway Corridor Enhancement Study: Phase 2 Professional Services Contract

Meeting Type & Date:

Regular Council Meeting, November 21, 2023.

Action Type:

Resolution

Recommendation:

That Council, by resolution, approve the City of Casper's Contract for Professional Services with Civil Engineering Professionals, Inc., for Phase 2 of the Western Gateway Corridor Enhancement Study in an amount not to exceed \$100,000.00.

Summary:

The Casper Area Metropolitan Planning Organization (MPO) is composed of the City of Casper, the Towns of Bar Nunn and Evansville, the City of Mills, and Natrona County. The MPO along with the member jurisdictions guided by the Long Range Transportation Plan identifies projects and programs they wish to complete each federal year. These programs and projects are presented by the MPO each year in the Unified Planning Work Program (UPWP) which is voted on and approved by representatives from all the MPO member jurisdictions on both the Technical and Policy Committees. The Fiscal Year 2022 UPWP included \$100,000.00 of matched federal funding for Phase 2 of the Western Gateway Corridor Enhancement Study.

The Western Gateway Corridor Enhancement Study will continue to create a comprehensive corridor improvement plan along Highway 20-26, from the First Street bridge over the North Platte River in Casper to the Natrona County International Airport. The study is being conducted in two phases. The first phase from the First Street Bridge to the West Belt Loop was completed in June 2023. The MPO is now ready for Phase 2; from the West Belt Loop to the Natrona County International Airport.

The study will draft recommendations for the design of an upgraded and welcoming corridor that highlights unique and special recreational, business, and residential opportunities available in the greater Casper area and creates an entryway through the various partner municipalities. Additionally, the study will include an operational and safety analysis of the corridor including signal warrants, intersection improvements, streetscape lighting design, storm-water

improvements, islands and medians, barriers, curb and gutter, additional aesthetic improvements, gateway monuments, and transit options along the corridor.

The Casper Area MPO released a Request for Proposals (RFP) on June 2, 2023. One (1) consulting firm responded with a proposal by the July 13, 2023, deadline. Staff from the Cities of Casper and Mills, WYDOT, Natrona County, and the MPO reviewed the proposals, and on August 2, 2023 selected Civil Engineering Professionals, Inc. based on the quality of the initial proposal, qualifications of proposed staff, reference checks, and understanding of the project. The MPO expects the proposed project to be completed by June 30, 2024.

Financial Considerations:

The proposed contract shall not exceed \$100,000.00. Funding for this project comes from the Casper Area MPO, including federal monies and contributions from member agencies. Each member agency pays a portion of the budget for all Casper Area MPO projects regardless of whether that project is in their jurisdiction. All Casper Area MPO jurisdictional members pay their share of the total UPWP local match for each year in October. Funding for the project breaks down as follows; federal funds account for 90.49% of the total project budget. The remaining 9.51% of the total budget is split, based upon population, among the separate jurisdictional member agencies of the Casper Area MPO. Those amounts break down as follows:

Federal Funds	90.49%	\$90,490.00
Local Match	9.51%	\$9,510.00
Casper	73.31%	\$6,971.78
Natrona	15.80%	\$1,502.58
Mills	4.59%	\$436.51
Evansville	3.37%	\$320.49
Bar Nunn	2.93%	\$278.64
Total		\$100,000.00

The Casper Area MPO Policy Committee approved the funding of \$100,000.00 of MPO Programs and Projects funds from the federal Consolidated Planning Grant for the total project on June 17, 2021.

Oversight/Project Responsibility:

Beth Andress, MPO Supervisor

Attachments:

Resolution, Contract for Professional Services

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract or Agreement”) is entered into on this _____ day of _____, 2023, by and between the following parties:

1. The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601 (“City” or “Owner”).
2. Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609 (“Consultant”)

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

RECITALS

- A. The City needs professional planning services for the Western Gateway Corridor Enhancement Study: Phase 2, hereinafter referred to as the “Project.”
- B. The City desires to retain the Consultant to render certain technical and professional services to complete the necessary work for the Project.
- C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. **SCOPE OF SERVICES.**

The Consultant shall perform the following services in connection with and respecting the project, Western Gateway Corridor Enhancement Study: Phase 2, and as described in Exhibit A (Scope of Services), attached and made a part of this Contract.

- A. Subject to the Consultant Limitations of Part II, paragraph YY of this Agreement, the Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City, the services and tasks as set forth in Exhibit “A” (Scope of Services), attached hereto and made a part of this Contract.

B. Notwithstanding anything to the contrary herein, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities (“Standard of Care”) and in accordance with the Standard of Care, will identify, reasonably interpret and respond to all applicable provisions of federal, state and local laws. No other warranties, express or implied, are made or intended.

2. TIME OF PERFORMANCE:

A. The Consultant agrees to begin work on the Project following receipt of this fully executed Agreement from the City.

B. The Scope of Services listed in Paragraph 1 shall be completed on or before June 30, 2024:

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for time and materials at in accordance with this Contract, and as outlined on the fee schedule attached hereto and labeled as Exhibit “G” and by reference made part of this Contract, a cost-not-to-exceed One Hundred Thousand Dollars and Zero Cents (**\$100,000.00**). Consultant's hourly rates used as a basis for payment mean salaries and wages (basic and incentive) paid to all Consultant's personnel while engaged directly on the Project (see hourly charge matrix – Exhibit G), including, but not limited to, engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel.

B. Exhibit G is in accordance and compliance with the Code of Federal Regulations (CFR), Title 48, Part 31, and the rates shown shall establish and include full compensation for all payroll costs, general overhead, materials, equipment, travel, meals, lodging and profit, and shall constitute full payment for services performed under this Agreement and for all expenditures incurred or made, except as otherwise expressly provided for herein.

C. Partial payment shall be made by the City on the basis of the progress of the work and per invoices submitted and approved for the same. Itemized invoices shall show a breakdown of the total charge by man hours (or other charge units) multiplied by the established Agreement rate. These extensions shall be broken out by phases of work. All direct expenses shall be broken out by unit cost. A progress report of work performed during the billing period shall be included with the payment request and

attached to the invoice. All correspondence and invoicing shall include project number, project name, Agreement number and billing period. If subconsultants are utilized, a copy of their monthly billing and a brief description of the work performed shall be attached to the Consultant's invoice. Failure to comply with the City's billing policy may result in a delay of payment.

4. METHOD OF PAYMENT:

- A. Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Agreement, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Consultant has performed the services rendered under this Agreement, in conformance with the Agreement, and that it is entitled to receive the amount requested under the terms of the Agreement.
- B. Invoices shall be submitted on a monthly basis for services provided in the prior month. Invoices shall be submitted by the fourteenth day of the following month for services provided in the previous month.
- C. Final payment shall not be made until such time as the services and deliverables described herein are submitted and formally accepted in writing by the City. The City may withhold up to five percent (5%) of the Agreement amount until final Agreement completion is determined by the City.
- D. If amounts owed by the Consultant to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Consultant pursuant to this Agreement.

5. TERMS AND CONDITIONS:

This Agreement is subject to and incorporates the provisions attached hereto as PART II - GENERAL TERMS AND CONDITIONS and PART III FEDERAL CONTRACTURAL PROVISIONS. The following additional Exhibits, as attached hereto are incorporated herein at this point as if fully set forth as part of this Contract:

Exhibit A: Scope of Services

Exhibit B: MPO Policy Committee Approval

Exhibit C: Notice to Consultant Compliance with Title VI of the Civil Rights Act of 1964 for Federal Aid Projects

Exhibit D: Certification of Consultant

Exhibit E: Certification of AGENT

Exhibit F: Certification of Suspension or Debarment

Exhibit G: Fee Schedule

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Contract between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

*** The rest of this page is intentionally left blank ***

APPROVED AS TO FORM:

Walter Tremel

ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation, as AGENT:

Ray Pacheco
Mayor

WITNESS:

By: Sami Herdt

Printed name: Sami Herdt

Title: Office Manager

Civil Engineering Professionals, Inc., as
Consultant

By: Jared Jehring

Printed name: JARED JEHRINGER

Title: PRINCIPAL

CONTRACT FOR PROFESSIONAL SERVICES
PART II - GENERAL TERMS AND CONDITIONS

- A. **Assumption of Risk.** The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Consultant's failure to comply with state or federal requirements. Owner shall notify the Consultant of any state or federal determination of noncompliance.
- B. **Conflict of Interest.** Per 2 CFR 200.112, the Consultant must disclose in writing any potential conflict of interest to Owner including financial or other personal interests.
- C. **Environmental Policy Acts.** The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procures a commercial sex act during the period of time that the award is in effect; or
 3. Uses forced labor in the performance of the award or subawards under the award.
- E. **Kickbacks.** The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate this Agreement without liability to the Owner, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any gratuity, kickback, commission, percentage, brokerage, or contingency fee.
- F. **Limitations on Lobbying Activities.** By signing this Agreement, the Consultant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Consultant or its subcontractors in

connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

- G. **Mandatory Disclosures.** Per 2 CFR 200.113, the Consultant must disclose, in a timely manner, in writing to the Owner, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Failure to make required disclosures can result in remedies for noncompliance including suspension or debarment.
- H. **Monitoring Activities.** The Owner shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and, to observe personnel in every phase of performance of the related work.
- I. **Nondiscrimination.** The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- J. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- K. **Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify the City of Casper, WYDOT, the Federal Highway Administration and/or the Federal Transit Administration as the sponsoring agency and shall not be released without prior written approval of the Owner.
- L. **Suspension and Debarment.** By signing this Agreement, the Consultant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are

any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, the Consultant agrees to notify the Owner by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.

- M. **Administration of Federal Funds.** The Consultant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 CFR Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by the Owner.
- N. **Copyright License and Patent Rights.** The Consultant acknowledges that federal grantor, the State of Wyoming, and the Owner reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which the Consultant purchases ownership using funds awarded under this Agreement. The Consultant must consult with the Owner regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- O. **Federal Audit Requirements.** The Consultant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Consultant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 CFR Part 200, Subpart F. If findings are made which cover any part of this Grant, the Consultant shall provide one (1) copy of the audit report to the Owner and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the Owner's records.
- P. **Non-Supplanting Certification.** The Consultant hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The Consultant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.

- Q. **Program Income.** The Consultant shall not deposit grant funds in an interest bearing account without prior approval of the Owner. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Owner.
- R. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- S. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming if the State of Wyoming is a named or joined party, otherwise venue shall be 7th Judicial District, Natrona County, Wyoming.
- T. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Consultant shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Owner.
- U. **Audit/Access to Records.** The Owner and its representatives shall have access to any books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall immediately, upon receiving written instruction from the Owner, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Consultant which are pertinent to this Agreement. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Owner.
- V. **Availability of Funds.** Each payment obligation of the Owner is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Owner at the end of the period for which

the funds are available. The Owner shall notify the Consultant at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- W. **Award of Related Agreements.** The Owner may award supplemental or successor Agreements for work related to this Agreement. The Consultant shall cooperate fully with other contractors and the Owner in all such cases.
- X. **Certificate of Good Standing.** The Consultant shall provide to the Owner a Certificate of Good Standing verifying compliance with all applicable unemployment insurance and workers' compensation programs before and during performance of work under this Agreement, if applicable.
- Y. **Compliance with Laws.** The Consultant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- Z. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement shall be kept confidential by the Consultant unless written permission is granted by the Owner for its release. If and when the Consultant receives a request for information subject to this Agreement, the Consultant shall notify the Owner within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the Owner, or a court of competent jurisdiction.
- AA. **Entirety of Agreement.** This Agreement, consisting of twenty-eight (28) pages; Exhibit A, Scope of Services consisting of two (2) pages; Exhibit B, MPO Policy Committee Approval, consisting of one (1) page; Exhibit C, Notice to Consultant – Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts, consisting of two (2) pages; Exhibit D, Certification of Contractor, consisting of one (1) page; Exhibit E, Certificate of Agent, consisting of one (1) page; Exhibit F, Certification of Suspension or Debarment, consisting of one (1) page; and Exhibit G, Fee Schedule, consisting of six (6) pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.

- BB. **Ethics.** The Consultant shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing the Consultant's profession.
- CC. **Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Owner and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- DD. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- EE. **Indemnification.** The Consultant shall release, indemnify, and hold harmless the Owner and the State of Wyoming, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of the Consultant's failure to perform any of the Consultant's duties and obligations hereunder or in connection with the negligent performance of the Consultant's duties or obligations, including, but not limited to, any claims, lawsuits, losses, or liability arising out of the Consultant's negligence or other tortious conduct.
- FF. **Independent Contractor.** The Consultant shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the Owner and the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Consultant shall be free from control or direction over the details of the performance of services under this Agreement. The Consultant shall assume sole responsibility for any debts or liabilities that may be incurred by the Consultant in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Consultant or its agents or employees to act as an agent or

representative for or on behalf of the Owner and the State of Wyoming or to incur any obligation of any kind on the behalf of the Owner and the State of Wyoming. The Consultant agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to Owners or State of Wyoming employees will inure to the benefit of the Consultant or the Consultant's agents or employees as a result of this Agreement.

GG. **Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.

HH. **Notice of Sale or Transfer.** The Consultant shall provide the Owner with notice of any sale, transfer, merger, or consolidation of the assets of the Consultant. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the Owner determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Consultant's obligations under this Agreement, then the Owner may, at its discretion, terminate or renegotiate the Agreement.

II. **Ownership and Destruction of Documents/Information.** The Owner owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Consultant in the performance of this Agreement. Upon termination of services, for any reason, the Consultant agrees to return all such original and derivative information/documents to the Owner in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon the Owner's verified receipt of such information, the Consultant agrees to physically and electronically destroy any residual Owner-owned data, regardless of format, and any other storage media or areas containing such information. The Consultant agrees to provide written notice to the Owner confirming the destruction of any such residual Owner-owned data.

JJ. **Patent or Copyright Protection.** The Consultant recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Consultant or its subcontractors will violate any such restriction. The Consultant shall defend and indemnify the Owner for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.

KK. Reserved for future use.

LL. **Proof of Insurance.** The Consultant shall not commence work under this Agreement until it has obtained all the insurance required by the Owner and the State of Wyoming and such insurance has been approved by the Owner and the State of Wyoming. Approval of insurance by the Owner and the State of Wyoming shall not relieve or decrease the liability of the Consultant. The Consultant shall file a Certificate of Insurance with the Owner verifying each type of coverage required.

1. **Workers' Compensation and Employer's Liability Insurance.** The Consultant shall provide the Owner with a Certificate of Good Standing or other proof of workers' compensation coverage for all its employees who are to work on the project described in this Agreement. The Consultant's coverage shall be under the Wyoming Department of Workforce Services' workers' compensation program if statutorily required or such other private workers' compensation insurance, as appropriate. Non-Wyoming Consultant's insurance coverage shall also include Employer's Liability "Stop Gap" coverage, in an amount not less than five hundred thousand dollars (\$500,000.00) per employee for each accident and disease. The Consultant shall also supply proof of workers' compensation and employers' liability insurance, if required, for each and every subcontractor prior to allowing that subcontractor on the job site.
2. **Commercial General Liability Insurance.** The Consultant shall provide commercial general liability insurance coverage, during the entire term of this Agreement, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, and including underground collapse and explosion, and products and completed operations, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.
3. **Business Automobile Liability Insurance.** The Consultant shall maintain during the entire term of this Agreement automobile liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence.
4. **Unemployment Insurance.** The Consultant shall be duly registered with the Department of Workforce Services and obtain such unemployment insurance coverage as required. Such coverage shall be maintained throughout the duration of this Agreement. The Consultant shall supply the

Owner with a Certificate of Good Standing or other proof of unemployment insurance coverage for itself and each and every subcontractor prior to beginning work under this Agreement and at any time upon request of the Owner.

5. Payment of Premiums and Notice of Revocation. All policies required under this Agreement shall be in effect for the duration of this Agreement. All policies shall be primary and not contributory. The Consultant shall pay the premiums on all insurance certificates which must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least thirty (30) days advance written notice to the Owner.
6. The Owner May Insure for Contractor. In case of a breach of any provision of this Section, the Owner or the State may, at the Owner's or State's option, purchase and maintain, at the expense of the Consultant, such insurance in the name of the Consultant, or subcontractor, as the Owner or the State may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be due or become due to the Consultant under this Agreement.
7. The Owner's Right to Reject. The Owner reserves the right to reject a certificate of insurance if the Consultant's insurance company is widely regarded in the insurance industry as financially unstable.
8. The Owner's Right to Contact Insurer. The Owner shall have the right to consult with the Consultant's insurance agent for disclosure of relevant policy information. Relevant information includes, but is not limited to:
 - a. Exclusions from coverage;
 - b. Claims in progress which could significantly reduce the annual aggregate limit; and
 - c. Any applicable deductible amounts.

If the policy is a "claims made" policy instead of an "occurrence" policy, the information provided shall include, but not necessarily be limited to, retroactive dates and extended reporting periods or tails.

9. Subcontractors. The insurance requirements set out above apply to all subcontractors. It is the Consultant's responsibility to ensure that its subcontractors meet these insurance requirements. The Owner has the right to review the insurance certificates of any and all subcontractors used by the Consultant.
- MM. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- NN. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-101 *et seq.*, the State of Wyoming and the Owner expressly reserve sovereign and governmental immunity by entering into this Agreement and specifically retain all immunities and defenses available to them. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign and governmental immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the Owner or the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the Consultant, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, will not be binding on the Owner or the State of Wyoming except to the extent authorized by the laws and Constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign or governmental immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.
- OO. **Taxes.** The Consultant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- PP. **Termination of Agreement.** This Agreement may be terminated, without cause, by the Owner upon thirty (30) days' written notice. This Agreement may be terminated by the Owner immediately for cause if the Consultant fails to perform in accordance with the terms of this Agreement.

If at any time during the performance of this Agreement, in the opinion of the Owner, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the discretion of the Owner and after written notice to the Consultant, the Owner may terminate this Agreement or any part of it. As of the termination date, the Consultant will be entitled to a pro rata payment for all work accomplished and accepted by the Owner; however, the Consultant shall be liable to the Owner for the entire cost of replacement services for the duration of the Agreement term.

- QQ. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.
- RR. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- SS. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- TT. **Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- UU. **Personnel.** The Consultant represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the City of Casper or the Casper Area Metropolitan Planning Organization. All of the services required hereunder shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by Consultant shall be employed in conformity with applicable state or federal laws
- VV. **Personnel Changes.** The City of Casper reserves the right to re-negotiate or terminate the Agreement if there is a change in 33% or more of the Consultant's key personnel or with any change with the Consultant's Project Manager. In addition, the City may remove any key personnel from the Consultant's team if that person is deemed unsuitable or a hindrance to the cooperative completion of the project.

- WW. **Technical.** The Consultant shall provide a single point of contact to address technical issues and the distribution and receipt of data. Likewise, the City will provide a single technical contact to assure follow-through on deliverables. All GIS-based data will be disseminated and returned by Consultant in a standardized format (as defined by City IT Staff) that can easily be integrated with existing City of Casper data.
- XX. **Wyoming Governmental Claims Act.** The Owner does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*, and the Owner specifically reserve the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- YY. **Subconsultant.** The Consultant shall not employ any Subconsultant or Subcontractor to perform any services in the scope of this Project, unless said Subconsultant or Subcontractor is approved in writing by the Owner. Said Subconsultant shall be paid by the Consultant.
- ZZ. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Owner: provided, however, that claims for money due or to become due the Consultant under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the Owner.
- AAA. **Equal Employment Opportunity.** In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

- BBB. Ownership of Project Materials.** It is agreed that all finished or unfinished documents, data, studies, surveys, graphics, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Agreement shall be considered the property of the Owner, and upon completion of the services to be performed, they will be turned over to the Owner provided that, in any case, the Consultant may, at no additional expense to the Owner, make and retain such additional copies thereof as Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the Owner. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without its advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in other projects.
- CCC. Findings Confidential.** All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Agreement, shall be deemed confidential and none shall be made available to any individual or organization by the Consultant, except the owner, without the prior written consent of the Owner.
- DDD. Governing Law.** This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. The Consultant shall also comply with all applicable laws, ordinances, and codes of the federal, state, or local governments and shall not trespass on any public or private property in performing any of the work embraced by this Agreement.
- EEE. Intent.** Consultant represents that it has read and agrees to the terms of this Agreement and further agrees that it is the intent of the parties that Consultant shall perform all of the services to be provided for the compensation set forth in this Agreement. Consultant also agrees that it is the specific intent of the parties, and a material condition of this Agreement, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the Owner. Consultant agrees that it has made a careful examination of the services to be rendered, and that the Agreement price is adequate compensation for all the services to be rendered under the terms of this Agreement.
- FFF. Pass Through Provisions.** Federal law requires the Consultant to include all relevant special provisions of this Agreement in every subcontract awarded over

ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

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Part III
FEDERAL CONTRACTUAL PROVISIONS

REQUIRED CLAUSES

To the extent applicable, federal requirements extend to third party consultants and their subcontracts and sub agreements at every tier. Accordingly the Consultant will agree to meet the following Federal requirements in order to enter into any contracts and agreements during the contract term. In addition the Consultant will agree to include, and to require that its subcontracts and sub agreements include, appropriate clauses in each subcontract and each sub agreements financed in whole or in part with financial assistance provided by the FTA under the Grant Agreement(s) or Cooperative Agreement(s) between the City of Casper and the FTA.

1. ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Consultant will retain, and will require its subconsultants of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Consultant shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Consultant agrees to provide sufficient access to FTA and its consultants to inspect and audit records and information related to performance of this contract as reasonably may be required.

d. Access to the Sites of Performance. The Consultant agrees to permit FTA and its consultants access to the sites of performance under this contract as reasonably may be required.

2. CIVIL RIGHTS LAWS AND REGULATIONS

The Consultant is an Equal Opportunity Employer. As such, the Consultant agrees to comply with all applicable federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Consultant agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Consultant shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of

race, color, religion, national origin, sex, disability, or age. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

d. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE participation has not been established for this procurement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

4. ENERGY CONSERVATION

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be,

1. Debarred from participation in any federally assisted Award;
2. Suspended from participation in any federally assisted Award;
3. Proposed for debarment from participation in any federally assisted Award;
4. Declared ineligible to participate in any federally assisted Award;
5. Voluntarily excluded from participation in any federally assisted Award; or
6. Disqualified from participation in any federally assisted Award.

6. LOBBYING RESTRICTIONS

No federal funds under this contract may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The City and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Consultant or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that

the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

8. PATENT RIGHTS AND RIGHTS IN DATA

Intellectual Property Rights

This project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this contract. The consultant shall grant the consultant intellectual property access and licenses deemed necessary for the work performed under the contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

A. The Federal Government receives a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any Subject data developed under the Contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Consultant using Federal assistance in whole or in part by the FTA.

B. Unless FTA determines otherwise, the Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract

shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

C. Unless prohibited by state law, upon request by the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant or proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Consultant shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

D. Noting contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

E. Data developed by the Consultant and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Consultant identifies those data in writing at the time of delivery of the Contract work.

F. The Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

10. SAFE OPERATION OF MOTOR VEHICLES

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, the City of Casper has adopted seat belt use and distracted driving policies and programs.

Seat Belt Use: The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or the City.

Distracted Driving The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

11. TERMINATION

The City may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the City's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to the City to be paid the Consultant. If the Consultant has any property in its possession belonging to the City, the Consultant will account for the same, and dispose of it in the manner the City directs.

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the City, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a Termination for Convenience.

The City, in its sole discretion may, in the case of a termination for breach or default, allow the Consultant 10 to 14 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Consultant fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Consultant of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Consultant and its sureties for said breach or default.

If this Contract is terminated while the Consultant has possession of the City's goods, the Consultant shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The Consultant and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

12. VIOLATION AND BREACH OF CONTRACT

The Consultant agrees to provide all professional services as required by the terms, conditions, provisions, and obligations of this Agreement. Failure by the Consultant to perform as required by the terms, conditions, provisions, or obligations of this Agreement shall constitute a breach of agreement. The City of Casper will consider a Consultant's failure to perform as a material breach of agreement when it can be determined that the terms, conditions, provisions, or obligations of the Agreement cannot be completed and the City of Casper will incur additional cost, lost opportunity, or additional time to obtain the same or equal Agreement deliverables. A material breach may result in remedies as the City of Casper deems appropriate, which may include, but are not limited to:

1. Termination as provided in Section 12 – Termination of Agreement;
2. Withholding monthly progress payments;
3. Assessing damages/sanctions;
4. Disqualifying the Consultant from future solicitations; and/or
5. Legal remedy.

13. DETERMINATION OF ALLOWABLE COSTS

The Consultant shall assure, prior to submittal of periodic progress payments, that all costs are in accordance with federal cost principals as provided in 48 CFR 31. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 – Violation and Breach of Contract.

14. ERRORS AND OMISSIONS

The Consultant shall be responsible for assuring that professional services provided under this Agreement are accurate. The Consultant shall endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (Standard/Duty of Care). The City of Casper will notify the Consultant at the earliest possible time of the professional services which require corrective action and the Consultant, by mutual agreement with the City of Casper and without additional compensation, shall correct those services. Failure by the Consultant to carry out these requirements may be a material breach of this Agreement, which may result in remedies as provided in Section 13 –Violation and Breach of Contract.

15. PROFESSIONAL REGISTRATION

The Consultant shall endorse, if required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

16. TITLE VI ASSURANCES FOR NON-DISCRIMINATION

The Consultant agrees to comply with the requirements of the nondiscrimination clauses described further in Exhibit C, which is attached to and incorporated into this Agreement by this reference.

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EXHIBIT "A"

SCOPE OF SERVICES



Scope of Services

The following scope of services is derived from the CEPI proposal for the Western Gateway Corridor Enhancements Study: Phase II. A more detailed description of our proposed scope can be found in the submitted proposal.

Task 1: Operations and Safety Analysis

The proposed approach to safety includes three key steps:

1. Review historical crash data to identify crash trends and problematic conditions
2. Review existing conditions through a Road Safety Audit to areas of crash risk and opportunities for improvement
3. Quantify safety benefits of developed alternatives by applying Crash Modification Factors (CMFs)

Access Management

Access is well-managed along this segment of W Yellowstone Hwy. However, frontage road and/or driveway conflicts within and around the crossroad intersections support a review of access. Key elements of access management to be reviewed for this corridor include:

1. High crash frequency access points and contributing factors
2. Locations with overlapping left turns
3. Functional area of major intersections (typically signalized) and access locations within these functional areas
4. Large vehicle constraints

While needs identified through this review may not reflect existing safety or operational issues, there is the potential for long-range access management modifications due to future increases in traffic volumes and potential development/redevelopment-related changes in traffic patterns.

Traffic Forecasts & Operational Analysis

HDR will use peak hour intersection turning movement and daily segment counts provided by the Casper Area MPO and collected by CEPI as part of the study to establish existing traffic patterns. Similar to Phase I, HDR will use the Casper Area MPO travel demand model (TDM) to develop future-year traffic forecasts reflecting 20+ year planning horizon.

Task 2: Landscape and Streetscape Enhancements

We will evaluate aerials and traffic counts to determine existing conditions, safe routes, and intersections that should be avoided. We will explore such items as sidewalk gaps, intersection improvements, streetscape lighting design, stormwater improvements, curb and gutter, gateway monuments, and screening implementation and anything else that may filter through as a need throughout the process.

Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

Task 3: Concept Design & Costs

Using the valuable information and feedback we receive from our public and advisory committee involvement, CEPI & HDR will evaluate all elements of the project and develop a comprehensive design cost estimates for the proposed enhancements. Coupled with the feedback, CEPI will utilize the most recent City of Casper/Natrona County aerial photos of the study area to develop accurate cost estimates.

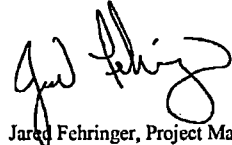
Task 4: Public Involvement/Meetings

1. CEPI will arrange a project kickoff meeting with the Casper Area MPO, WYDOT and any other stakeholders as desired to review the study scope, objectives, schedules and deliverables. At this meeting, CEPI will obtain relevant background information including planned land use changes, programmed transportation improvements on any adjacent City roadways, and parking data. We will review all relevant previous MPO studies and master plans; such as: Western Gateway Corridor Study Phase I (2023), Casper Area Bicycle and Pedestrian Plan Update (2021), Wayfinding Master Plan (2020), Generation Casper (2017), and Long Range Transportation Plan Connection Crossroads (2020), in order to become familiar with prior recommendations.
2. CEPI will conduct bi-weekly project update calls or in-person meetings with MPO to provide updates on work activities and products.
3. CEPI will prepare and facilitate two public input sessions with both in-person and online components to solicit input on existing conditions and proposed design.
4. CEPI will promote the 30-day public comment period and incorporate responses into the final study.
5. CEPI will prepare and facilitate three project advisory committee meetings.

If any additional task information is needed or unclear in the proposal, please feel free to reach out to me.

Sincerely,

Civil Engineering Professionals, Inc.



Jared Fehringer, Project Manager



Civil Engineering Professionals, Inc.
6080 Enterprise Dr. • Casper, WY 82609
Phone 307.266.4346 • Fax 307.266.0103
www.cepi-casper.com

EXHIBIT "B"

MPO POLICY COMMITTEE APPROVAL

WHEREAS, the Casper Area Metropolitan Planning Organization Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on the Western Gateway Corridor Enhancement Study: Phase 2; and,

WHEREAS, on August 2, 2023, the Consultant Selection Committee approved the hiring of Civil Engineering Professionals, Inc., 6080 Enterprise Drive, Casper, Wyoming, 82609, to complete the Western Gateway Corridor Enhancement Study: Phase 2; and,

WHEREAS, Civil Engineering Professionals, Inc. is willing, available, and qualified to perform said work.

NOW, THEREFORE BE IT RESOLVED BY THE MPO POLICY COMMITTEE: That the City of Casper, as the agent of the MPO, is hereby directed to enter into the Agreement with Civil Engineering Professionals, Inc. to complete the Western Gateway Corridor Enhancement Study: Phase 2 in accordance with the Agreement, for an amount not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00).

PASSED AND APPROVED THIS 26 day of October, 2023.

ATTEST:

CASPER AREA METROPOLITAN PLANNING ORGANIZATION POLICY COMMITTEE

Liz Becher
Liz Becher
Community Development Director

Sabrina Kemper
Sabrina Kemper
Chairwoman

EXHIBIT "C"

NOTICE TO CONSULTANT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
FOR FEDERAL-AID CONTRACTS

During the performance of this Civil Engineering Professionals, Inc., for itself, its assignees and successors in interest (hereinafter referred to as the Consultant), agrees as follows:

1. Compliance with Regulations.

The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination.

The Consultant, with regard to the work performed by it after award and prior to completion of the Contract work, will not discriminate on the grounds of race, color, national origin, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by any state or federal law including, but not limited to, Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.

In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements or materials or equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

4. Information and Reports.

The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the MPO Policy Committee, WYDOT, or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the

Consultant shall so certify to the MPO Policy Committee, WYDOT, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance.

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the MPO Policy Committee shall impose such contract sanctions as it or WYDOT or the FHWA may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the Consultant under the contract until the Consultant complies; and/or,
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions.

The Consultant shall include the provisions of Paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the MPO Policy Committee, WYDOT, or the FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "D"

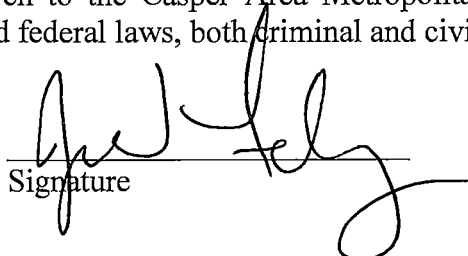
CERTIFICATION OF CONSULTANT

I hereby certify that I, Jared Feininger am the Principal of and duly authorized representative of the firm of Civil Engineering Professionals, Inc.; and that neither I nor the above firm I here represent has:

1. Employed or retained for a commission, percentage, brokerage fee, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or,
3. Paid, or agreed to pay, to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

I acknowledge that this Certification is to be given to the Casper Area Metropolitan Planning Organization, and is subject to applicable state and federal laws, both criminal and civil.

10/24/23
Date


Signature

JARED FEININGER
Printed Name

PRINCIPAL
Title

EXHIBIT "E"

CERTIFICATE OF AGENT

I hereby certify that I am the designated AGENT of the City of Casper, Wyoming, a Municipal Corporation, and that the above consulting firm or its representatives have not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Contract to:

1. Employ or retain, or agree to employ or retain, any firm or person; or,
2. Pay, or agree to pay, to any firm, person, or organization any fee, contribution, donation, or consideration of any kind; with no exceptions.

I acknowledge that this Certification is subject to applicable state and federal laws, both criminal and civil.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation:

Date _____

Ray Pacheco
Mayor

EXHIBIT "F"

CERTIFICATION OF
SUSPENSION OR DEBARMENT

STATE OF Wyoming) ss

COUNTY OF Natrona) ss

I, Jared Feninger, being duly sworn on oath, certify that neither I, nor any person associated therewith in the capacity of Owner, partner, director, or officer is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency; have been suspended, debarred, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years; have a proposed debarment pending; and, nor have been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

By: [Signature]
PRINCIPAL
Title

Subscribed in my presence and sworn to before me this 24 day of Oct, 2023, by:

[Signature]
Sami Herdt

Notary Public



3-29-24
My Commission Expires

EXHIBIT "G"

FEE SCHEDULE

STUDY FEE

Western Gateway Corridor Enhancement Study: Phase II

Task No.	Team Member	Description	Total Hours	Rate	Expenses	Total Cost
1 Operations and Safety Analysis						
	Jared Fehring	Project Manager	7	\$ 200.00		\$ 1,400.00
	Rob Bennett	Project Engineer	4.5	\$ 200.00		\$ 900.00
	Austin Luers	Design Engineer	10	85.00		\$ 850.00
	Jared Fehring	Landscape Architect		200.00		\$ -
	Meseret Tegenu	Landscape Designer		75.00		\$ -
	Brian TeDuits	AutoCAD/Engineering Technician		95.00		\$ -
	Sami Herdt	Administrative/Secretarial		65.00		\$ -
	HDR	Sub-Consultant	130	N/A		
Total Operations and Safety Analysis						\$ 3,150.00

2 Landscape & Streetscape Enhancements						
	Jared Fehring	Project Manager	10	\$ 200.00		\$ 2,000.00
	Rob Bennett	Project Engineer	15	\$ 200.00		\$ 3,000.00
	Austin Luers	Design Engineer	25	85.00		\$ 2,125.00
	Jared Fehring	Landscape Architect	52	200.00		\$ 10,400.00
	Meseret Tegenu	Landscape Designer	35	75.00		\$ 2,625.00
	Brian TeDuits	AutoCAD/Engineering Technician	32.8	95.00		\$ 3,120.07
	Sami Herdt	Administrative/Secretarial		65.00		\$ -
	HDR	Sub-Consultant	5	N/A		
Total Landscape & Streetscape Enhancements						\$ 23,270.07

3 Concept Design & Costs						
	Jared Fehring	Project Manager	10	\$ 200.00		\$ 2,000.00
	Rob Bennett	Project Engineer	20	\$ 200.00		\$ 4,000.00
	Austin Luers	Design Engineer	10	\$ 85.00		\$ 850.00
	Jared Fehring	Landscape Architect	30	\$ 200.00		\$ 6,000.00
	Meseret Tegenu	Landscape Designer	30	\$ 75.00		\$ 2,250.00
	Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00		\$ -
	Sami Herdt	Administrative/Secretarial		\$ 65.00		\$ -
	HDR	Sub-Consultant	30	N/A		
Total Concept Design & Costs						\$ 15,100.00

4 Meetings & Public Outreach						
Kickoff Meeting						
	Jared Fehring	Project Manager	8	\$ 200.00		\$ 1,600.00
	Rob Bennett	Project Engineer	5	\$ 200.00		\$ 1,000.00
	Austin Luers	Design Engineer		\$ 85.00		\$ -
	Jared Fehring	Landscape Architect		\$ 200.00		\$ -
	Meseret Tegenu	Landscape Designer	2	\$ 75.00		\$ 150.00
	Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00		\$ -
	Sami Herdt	Administrative/Secretarial		\$ 65.00		\$ -
	HDR	Sub-Consultant	10	N/A		
Total Kickoff Meeting						\$ 2,750.00

Public Meetings				
Jared Fehringer	Project Manager	10	\$ 200.00	\$ 2,000.00
Rob Bennett	Project Engineer	5	\$ 200.00	\$ 1,000.00
Austin Luers	Design Engineer		\$ 85.00	\$ -
Jared Fehringer	Landscape Architect	8	\$ 200.00	\$ 1,600.00
Meseret Tegenu	Landscape Designer	23	\$ 75.00	\$ 1,725.00
Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00	\$ -
Sami Herdt	Administrative/Secretarial	10	\$ 65.00	\$ 650.00
HDR	Sub-Consultant	20	N/A	
Total Public Meetings				\$ 6,975.00

Advisory Committee				
Jared Fehringer	Project Manager	16	\$ 200.00	\$ 3,200.00
Rob Bennett	Project Engineer	6	\$ 200.00	\$ 1,200.00
Austin Luers	Design Engineer		\$ 85.00	\$ -
Jared Fehringer	Landscape Architect		\$ 200.00	\$ -
Meseret Tegenu	Landscape Designer	10	\$ 75.00	\$ 750.00
Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00	\$ -
Sami Herdt	Administrative/Secretarial	12	\$ 65.00	\$ 780.00
HDR	Sub-Consultant	10	N/A	
Total Advisory Committee				\$ 5,930.00

Stakeholder Bi-Weekly Touch Base				
Jared Fehringer	Project Manager	20	\$ 200.00	\$ 4,000.00
Rob Bennett	Project Engineer	10	\$ 200.00	\$ 2,000.00
Austin Luers	Design Engineer		\$ 85.00	\$ -
Jared Fehringer	Landscape Architect		\$ 200.00	\$ -
Meseret Tegenu	Landscape Designer		\$ 75.00	\$ -
Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00	\$ -
Sami Herdt	Administrative/Secretarial	8	\$ 65.00	\$ 520.00
	Sub-Consultant	15	N/A	
Total Stakeholder Bi-Weekly Touch Base				\$ 6,520.00

Online & Social Media				
Jared Fehringer	Project Manager	10	\$ 200.00	\$ 2,000.00
Rob Bennett	Project Engineer		\$ 200.00	\$ -
Meseret Tegenu	Landscape Designer	20	\$ 75.00	\$ 1,500.00
Brian TeDuits	AutoCAD/Engineering Technician		\$ 95.00	\$ -
Sami Herdt	Administrative/Secretarial	10	\$ 65.00	\$ 650.00
HDR	Sub-Consultant		N/A	
Total Online & Social Media				\$ 4,150.00

Meetings & Public Outreach Total				\$ 26,325.00
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	Description	Total Hours	Rate	Expenses	Total Cost
Jared Fehringer	Project Manager	81	\$ 200.00	-	\$ 18,200.00
Rob Bennett	Project Engineer	34.5	\$ 200.00	-	\$ 13,100.00
Austin Luers	Design Engineer	20	\$ 85.00	-	\$ 3,825.00
Jared Fehringer	Landscape Architect	38	\$ 200.00	-	\$ 18,000.00
Meseret Tegenu	Landscape Designer	85	\$ 75.00	-	\$ 9,000.00
Brian TeDuits	AutoCAD/Engineering Technician	32.8	\$ 95.00	-	\$ 3,120.07
Sami Herdt	Administrative/Secretarial	40	\$ 65.00	-	\$ 2,600.00
HDR	Sub-Consultant (see attached worksheet)	220	N/A	-	\$ 32,154.93
	Total Tasks				\$ 100,000.00

* Reimbursable expenses will be billed at cost

COST PROPOSAL
RFP NO. MPO 23-07

Western Gateway Corridor Enhancement Study, Phase 2
Casper Area MPO

Prepared by:

HDR Engineering, Inc.
601 Metz Drive
Gillette WY 82717 -0457
(307) 228-6019

Design Fee: \$ 32,154.93 Cost-Not-To-Exceed

In support of the costs shown on the previous page, we offer the following:

**DIRECT LABOR COST
MAN-HOUR ESTIMATE**

Roadway Design						
Oakley, Michael	24	Man-hours @	\$ 71.44	/Hour	= \$	1,714.56
Wiegand, Jonathan	38	Man-hours @	\$ 64.84	/Hour	= \$	2,463.92
Cook, Tom	74	Man-hours @	\$ 35.64	/Hour	= \$	2,637.36
Baker, Greg	42	Man-hours @	\$ 57.64	/Hour	= \$	2,420.88
Gray, Kelsey	12	Man-hours @	\$ 22.51	/Hour	= \$	270.12
Josh Hellman	10	Man-hours @	\$ 36.38	/Hour	= \$	363.80
Dickson, Dacee	8	Man-hours @	\$ 23.96	/Hour	= \$	191.68
Carla Schwebach	12	Man-hours @	\$ 52.10	/Hour	= \$	625.20
	0	Man-hours @	\$ -	/Hour	= \$	0.00
	0	Man-hours @	\$ -	/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00
	0	Man-hours @		/Hour	= \$	0.00

220

DIRECT LABOR COST \$ 10,687.52

SUMMARY OF ESTIMATED COSTS

Direct Labor Cost

Corridor Study (HDR) \$ 10,687.52

DIRECT LABOR SUBTOTAL \$ 10,687.52

Adjusted Direct Labor Cost

Direct salary times multiplier \$ 27,498.99
2.573

Profit

Percent of profit \$ 3,299.88
12%

FCCM

FCCM Adjustment \$ 32.06
0.003

Construction Phase (Contingency)

Contingency Amount \$ -

Profit

Percent of profit \$ -
12%

Direct Non-Labor Charges

Car Rental	<u>\$ 720.00</u>
Printing Boards - Materials	<u>\$ -</u>
Hotel	<u>\$ 400.00</u>
Meals	<u>\$ 204.00</u>
Mileage: HDR Vehicle	<u>\$ -</u>
Flights	<u>\$ -</u>
	<u>\$ -</u>
	<u>\$ -</u>

DIRECT NON-LABOR CHARGES SUBTOTAL \$ 1,324.00

TOTAL FEE REQUESTED \$ 32,154.93

FEE SCHEDULE

Name	Business Title	2022 Hourly Rate (A)	Multiplier (2.649) (B)	FCCM (0.003) (C)	Profit 12%	Total Billing Rate *
Oakley, Michael	Transportation Section Manager	\$ 71.44	2.573	0.003	12%	\$ 206.09
Wiegand, Jonathan	Project Manager	\$ 64.84	2.573	0.003	12%	\$ 187.05
Cook, Tom	Traffic EIT	\$ 35.64	2.573	0.003	12%	\$ 102.81
Baker, Greg	Senior Traffic Engineer	\$ 57.64	2.573	0.003	12%	\$ 166.28
Gray, Kelsey	Graphic Designer	\$ 22.51	2.573	0.003	12%	\$ 64.94
Josh Hellman	GIS	\$ 36.38	2.573	0.003	12%	\$ 104.95
Dickson, Dacee	Administrative Assistaint	\$ 23.96	2.573	0.003	12%	\$ 69.12
Carla Schwebach	Accountant	\$ 52.10	2.573	0.003	12%	\$ 150.30
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -

* Total Billing Rate = (A)(B) x1.12 + (A)(C)

Billing rate does not include 12% fixed fee profit.

RESOLUTION NO. 23-251

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONAL, INC., FOR THE WESTERN GATEWAY CORRIDOR ENHANCEMENT STUDY: PHASE 2.

WHEREAS, the Cities of Casper and Mills, Wyoming, the Towns of Evansville and Bar Nunn, Wyoming, Natrona County, Wyoming, and the Wyoming Department of Transportation entered into an Agreement, dated April 13, 1983, to provide for the cooperative, comprehensive, and continuing (3-C) transportation planning for the area of Casper, Wyoming and its environs; and,

WHEREAS, the Casper Area Transportation Planning Process (hereinafter described as the "CATPP") acts as the Metropolitan Planning Organization (hereinafter referred to as the "MPO") for the Casper Urbanized Area for the distribution of Federal Aid Planning Funds; and,

WHEREAS, the parties of the CATPP appointed the City to enter into contracts for and on behalf of the CATPP and to further act as the CATPP's Fiscal Manager in an Agreement Amendment dated April 19, 2005; and,

WHEREAS, any contract entered into by the City on behalf of the CATPP requires the approval of a majority of the voting members of the Policy Committee prior to its execution and implementation by the City; and,

WHEREAS, the MPO Policy Committee approved the MPO Unified Planning Work Program (UPWP) Budget on June 17, 2021, for a Western Gateway Corridor Enhancement Study: Phase 2, not to exceed One Hundred Thousand Dollars and Zero Cents (\$100,000.00); and,

WHEREAS, the MPO released a request for proposal (RFP) for consulting groups that specialize in corridor planning and design on March 25, 2022; and,

WHEREAS, the Project Selection Committee selected Civil Engineering Professionals, Inc., on August 7, 2022, to complete Western Gateway Corridor Enhancement Study: Phase 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, Wyoming, and Civil Engineering Professionals, Inc, on behalf of the Casper Area Metropolitan Planning Organization in the amount of One Hundred

Thousand Dollars (\$100,000.00) for the Western Gateway Corridor Enhancement Study:
Phase 2.

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 17, 2023

TO: J. Carter Napier, City Manager *JN*

FROM: Tom Brauer, Chief Operating Officer *TB*
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Authorizing Amendment #2 to the Operator-Led Cleanup Landfill Remediation Agreement with the Wyoming Department of Environmental Quality (WDEQ) for the Closed Casper Bafefill Remedial Program to Increase the total Agreement Reimbursement Amount by \$500,000, for a total of \$5,000,000.

Meeting Type & Date
Regular Council Meeting
November 21, 2023

Action Type
Resolution

Recommendation:

That Council, by Resolution, authorize Amendment #2 to the Operator-Led Cleanup Landfill Remediation Agreement with the WDEQ for the Closed Casper Bafefill Remedial Program for an increase of the total agreement reimbursement amount by \$500,000 for a total of \$5,000,000, Project 23-044.

Summary

In 2014, Wyoming legislators passed Wyoming Statute §§ 35-11-533 through 537, the Municipal Solid Waste Landfill Remediation Program (Program). The primary purpose of the program is to provide funding to government owned landfills that are required to remediate contaminated groundwater from leaking landfills. The program provides state funding of up to seventy-five percent (75%) for eligible landfill remediation activities for a period of ten (10) years from the date of substantial completion of construction for each of the WDEQ selected remedies. Eligible costs include investigations, design, construction, construction oversight, and ongoing operation and maintenance.

The program also provides credit to the City of Casper (City) up to seventy-five percent (75%) for eligible remediation costs incurred between July 2006 and the date of the last signature affixed to the landfill remediation agreement. City Staff has estimated total remediation costs to be \$9,700,000; thus, the City is eligible for 100% reimbursement. WDEQ approved \$4,000,000 in the total reimbursement dollar amount in the original 2015 LRP Agreement, and an additional 500,000 in 2019 as part of Amendment #1. WDEQ staff recently prepared this Amendment #2 to increase the LRP Agreement by \$500,000, making the total eligible reimbursement dollar amount \$5,000,000.

A resolution is prepared for Council's consideration.

Financial Considerations

Project funding is from Balefill Budgeted Reserves.

Oversight/Project Responsibility

Alex Sveda, City Engineer LRP Responsibility

Cynthia Langston, Solid Waste Manager LRP Oversight

Attachments

Resolution

Amendment #2, Docusign to be initiated by WDEQ.

**AMENDMENT TWO TO THE AGREEMENT BETWEEN
STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
CITY OF CASPER
FOR THE
CLOSED CASPER BALEFILL REMEDIATION PROJECT**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Environmental Quality (WDEQ), whose address is 200 West 17th Street, Cheyenne, WY 82002, and the City of Casper, whose address is 200 North David Street, Casper, Wyoming 82601.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Agreement between WDEQ and the City of Casper. The purpose of this Amendment is to increase the total Agreement reimbursement dollar amount by five hundred thousand dollars (\$500,000.00) to five million dollars (\$5,000,000.00).

The original Agreement, dated October 20, 2015, set forth the terms and conditions by which the City of Casper will participate in the Municipal Solid Waste Landfill Remediation Program and WDEQ will provide reimbursement to the City of Casper for eligible activities associated with the Closed Casper Balefill Remediation Project, for a total Agreement reimbursement amount of four million dollars (\$4,000,000.00), with an expiration date of ten (10) years from the date of substantial completion of the final selected remedy implemented under the Project.

Amendment One, dated January 30, 2020, increased the total Agreement reimbursement dollar amount by five hundred thousand dollars (\$500,000.00) to four million, five hundred thousand dollars (\$4,500,000.00).

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (Effective Date) and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The second sentence of Section 4.A of the original Agreement is hereby amended to read as follows:

“The total reimbursement under this Agreement shall not exceed five million dollars (\$5,000,000.00), unless amended in writing.”

5. **Amended Responsibilities of the City of Casper.**

Responsibilities of the City of Casper have not changed.

6. **Amended Responsibilities of WDEQ.**

Responsibilities of WDEQ have not changed.

7. **Special Provisions.**

- A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WDEQ and the City of Casper, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. **Counterparts.** This Amendment 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 Amendment. Delivery by the City of Casper of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WDEQ.

8. **General Provisions.**

- A. **Entirety of Agreement.** The documents listed below represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral:
- i) Original Agreement, consisting of twelve (12) pages;
 - ii) Attachment A, Landfill Remediation Process, consisting of two (2) pages;
 - iii) Attachment B, Process for Developing Scopes of Work and Awarding Contracts to Consultants/Contractors, consisting of two (2) pages;
 - iv) Attachment C, Items Eligible for Reimbursement, consisting of three (3) pages;
 - v) Attachment D, Substantial Completion Form, consisting of two (2) pages;
 - vi) Amendment One, consisting of three (3) pages; and
 - vii) This Amendment Two, consisting of three (3) pages.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY, SOLID AND HAZARDOUS WASTE DIVISION:

Suzanne Engels, SHWD Administrator _____
Date

STATE OF WYOMING, DEPARTMENT OF ENVIRONMENTAL QUALITY:

Kimber Wichmann, Management Services Administrator _____
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough, Assistant Attorney General _____
Date

CITY OF CASPER:

Ray Pacheco, Mayor _____
Date

CITY OF CASPER ATTORNEY'S OFFICE: APPROVAL AS TO FORM

Eric K. Nelson, City Attorney _____
Date

Alex Sveda

From: Alex Sveda
Sent: Tuesday, October 17, 2023 12:47 PM
To: Kevin Frank
Cc: Craig Collins; Cindie Langston
Subject: RE: draft Amendment 2, Remediation Agreement Casper Balefill

Thanks Kevin,

We'll get this through City Staff and let you know when to start the Docusign process.

Alex Sveda, P.E., L.S.I.
City Engineer
City of Casper
123 West 1st Street, Suite 570
Casper, WY 82601
P 307 235-8341
F 307 235-7548
asveda@casperwy.gov

From: Kevin Frank <kevin.frank@wyo.gov>
Sent: Friday, October 13, 2023 1:38 PM
To: Alex Sveda <asveda@casperwy.gov>; Cindie Langston <clangston@casperwy.gov>
Cc: Craig Collins <ccollins@casperwy.gov>
Subject: Re: draft Amendment 2, Remediation Agreement Casper Balefill

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

Alex and Cindie,

The draft agreement, revised for correct City signatories, is attached. You can start running it through your approvals. However, the signing process will start from our side. We will keep this running through necessary state approvals and it will be distributed for signatures through the DEQ's Docusign process.

Thanks,

Kevin Frank

On Tue, Oct 3, 2023 at 6:46 PM Alex Sveda <asveda@casperwy.gov> wrote:

Kevin – Signatory for the City Attorney should be Eric K. Nelson, City Attorney, enelson@casperwy.gov. The Mayor's email is rpacheco@casperwy.gov, Ray Pacheco.

Let me know of any questions.

Thanks,

Alex Sveda, P.E., L.S.I.

City Engineer

City of Casper

123 West 1st Street, Suite 570

Casper, WY 82601

P 307 235-8341

F 307 235-7548

asveda@casperwy.gov

From: Cindie Langston <clangston@casperwy.gov>
Sent: Monday, October 2, 2023 5:33 PM
To: Kevin Frank <kevin.frank@wyo.gov>
Cc: Craig Collins <ccollins@casperwy.gov>; Alex Sveda <asveda@casperwy.gov>
Subject: FW: draft Amendment 2, Remediation Agreement Casper Balefill

Kevin – the City now has DocuSign if you want to send via DocuSign, please let Alex know and he will have Amy Taucher work with you on the routing for DocuSign. The language looks the same as the first amendment so our Attorney shouldn't have any issues. We have to place the amendment no. 2 on a council meeting so when you send me the revised draft with the correct Mayor's signature, I will work on getting the amendment on a Council meeting. Thanks, Cindie

From: Kevin Frank <kevin.frank@wyo.gov>
Sent: Friday, September 29, 2023 11:36 AM
To: Cindie Langston <clangston@casperwy.gov>
Cc: Alex Sveda <asveda@casperwy.gov>; Craig McOmie <craig.mcomie@wyo.gov>
Subject: draft Amendment 2, Remediation Agreement Casper Balefill

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

Cindie,

Attached is the proposed amendment as I had drafted it a few days ago. The signatories will certainly need to be adjusted since the mayor has changed. Let me know correct signatory names and emails. We need the emails for the electronic signing process.

We currently have the following budget remaining:

\$97,043.96 ACM/Design

\$103,833.77 Construction Oversight

\$454,658.10 Construction

\$68,464.57 Operation/Maintenance/Monitoring (OMM)

\$724,000.40 Total

I was planning to add \$500k to OMM only at this time, similar to what we did with Amendment 1 approximately four years ago. I think we have enough budget in the other three categories to continue forward with the Old Landfill grading improvements and passive gas venting system, but let me know if you think otherwise.

Thanks for the discussion this morning.

Regards,

Kevin Frank

--

Kevin Frank

Landfill Remediation Program Project Manager

Solid Waste Program Engineer

Wyoming Department of Environmental Quality/Solid and Hazardous Waste Division

DEQ Casper Field Office, 444 West Collins Drive, Suite 1400, Casper, WY 82601

ph 307-473-3471, fax 307-473-3458, kevin.frank@wyo.gov

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

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

--

Kevin Frank
Landfill Remediation Program Project Manager
Solid Waste Program Engineer
Wyoming Department of Environmental Quality/Solid and Hazardous Waste Division
DEQ Casper Field Office, 444 West Collins Drive, Suite 1400, Casper, WY 82601
ph 307-473-3471, fax 307-473-3458, kevin.frank@wyo.gov

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

RESOLUTION NO. 23-252

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 FOR THE OPERATOR-LED CLEANUP LANDFILL REMEDIATION AGREEMENT WITH THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY (WDEQ) FOR THE CLOSED CASPER BALEFILL REMEDIATION PROJECT.

WHEREAS, the City of Casper desires to amend the Operator-Led Cleanup Landfill Remediation Agreement with the WDEQ for the Closed Casper Balefill Remediation Project to increase the total Agreement reimbursement dollar amount by Five Hundred Thousand Dollars (\$500,000.00) for a total of Five Million and 00/100 Dollars (\$5,000,000.00), Project No. 23-044; and,

WHEREAS, the WDEQ is ready and willing to provide these 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 Amendment Two to the Agreement between the State of Wyoming, Department of Environmental Quality and the City of Casper for the Closed Casper Balefill Remediation project to increase the total Agreement reimbursement dollar amount by Five-Hundred Thousand and 00/100 Dollars (\$500,000.00).

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2023.

APPROVED AS TO FORM:

Eric K. Nelson

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

October 31, 2023

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

FROM: Tom Brauer, P.E., Chief Operating Officer *TB*
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Accepting Three (3) Storm Sewer Easements from Benjamin Hansuld as part of the Eagle Valley Phase 2 Subdivision.

Meeting Type & Date:
Regular Council Meeting
November 21, 2023

Action Type:
Resolution

Recommendation:
That Council, by Resolution, accept Three (3) Storm Sewer Easements from the Benjamin Hansuld, as part of the Eagle Valley Phase 2 Subdivision.

Summary:
Phase 2 of the Eagle Valley Subdivision is currently under construction. Phase I was completed in December 2022 and is currently under the 18-month warranty period. During construction, drainage on the northeastern portion of the development requires relief in the form of storm sewer piping connected to an existing detention pond to the west. Easement #1 is 20 ft wide and 184 ft long, Easement #2 is 15 ft wide and 120 ft long, and Easement #3 is 15 ft wide and 139 ft long.

Financial Considerations
None

Oversight/Project Responsibility
Alex Sveda, City Engineer

Attachments
Resolution
Easement (Exhibit “A” and Exhibit “B”).

STORM SEWER AND RIGHT-OF-WAY EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. Benjamin Hansuld, whose principal residence is located at 128 East 27th Street, Casper Wyoming 82601 (herein referred to as "Grantor"), HEREBY GRANTS to the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 N. David Street, Casper Wyoming 82601 (herein referred to as "Grantee"), three (3) perpetual storm sewer easements for the construction, maintenance, repair, replacement, and removal of pipes and structures for storm sewer lines (herein referred to as "the Facilities") over, across and under the real property located within the City of Casper and County of Natrona, Wyoming, and legally described on EXHIBIT "A" and as depicted on EXHIBIT "B", attached hereto and hereinafter referred to as the Easement Property. Grantor also grants the right of access on and along the Easement Property for any and all purposes necessary for laying out, constructing, inspecting, maintaining, and replacing the Facilities located on the Easement Property.

2. Grantee 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 Grantee hereby specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

3. This Instrument, and any subsequent amendments, shall be recorded in the real property records of the Clerk and Recorder of Natrona County, Wyoming.

4. All provisions of this Instrument, including the benefits and burdens, are appurtenant to and run with the real property and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Dated this _____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST

GRANTEE, CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel, City Clerk

Ray Pacheco, Mayor

GRANTOR

Benjamin Hansuld
Benjamin Hansuld

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this _____ day of _____, 2023, by Ray Pacheco as the Mayor of the City of Casper.

(Seal)

(Signature of notarial officer)

My Commission Expires: _____

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me on this 31ST day of OCTOBER, 2023, by BENJAMIN HANSULD as the OWNER of EASEMENT.

(Seal, if any)

AMY M. TAUCHER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 168322
MY COMMISSION EXPIRES: 03/30/2029

A
(Signature of notarial officer)

My Commission Expires: 3/30/2029]



EXHIBIT "A"
CITY OF CASPER STORM SEWER EASEMENTS
Lots 2, 3, 32, 33 & Tract A
Ben & Michal Hansuld

A twenty foot (20') wide strip of land designated as a City of Casper Storm Sewer Easement located within Lots 2 and 3, Eagle Valley Addition to the City of Casper and Two fifteen foot (15') wide strips of land designated as City of Casper Storm Sewer Easements located within Lots 32, 33 & Tract A, Eagle Valley Addition to the City of Casper, recorded on February 25, 2022 as Instrument No. 1120270, situate within a portion of the SE¼NW¼ of Section 21, T.33N., R.79W., 6th P.M., Natrona County, Wyoming, and as shown on Exhibit "B" attached hereto and by this reference made a part hereof, being more particularly described as follows:

Easement No. 1: (20' Wide)

The southerly 10.0 feet of Lot 2, Eagle Valley Addition, to the City of Casper, Wyoming,

And

The northerly 10.0 feet of Lot 3, Eagle Valley Addition, to the City of Casper, Wyoming.

The above described easement contains approximately 0.06 acres (2690.16 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Easement No. 2: (15' Wide)

The southerly 7.5 feet of Lot 33, Eagle Valley Addition, to the City of Casper, Wyoming,

And

The northerly 7.5 feet of Lot 32, Eagle Valley Addition, to the City of Casper, Wyoming.

The above described easement contains approximately 0.05 acres (2024.23 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

Easement No. 3: (15' Wide)

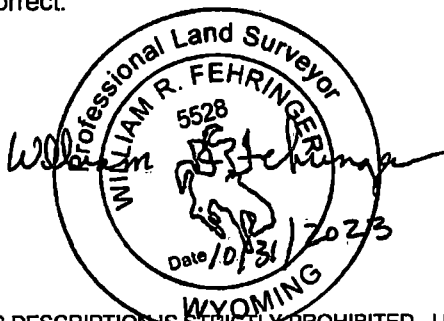
A fifteen foot (15') wide strip of land situate within a portion of Tract A, Eagle Valley Addition to the City of Casper, recorded on February 25, 2022 as Instrument No. 1120270 being 7.5 feet on each side of the following described center line:

Commencing at the southwest corner of Lot 33, Eagle Valley Addition and being the Point of Beginning;

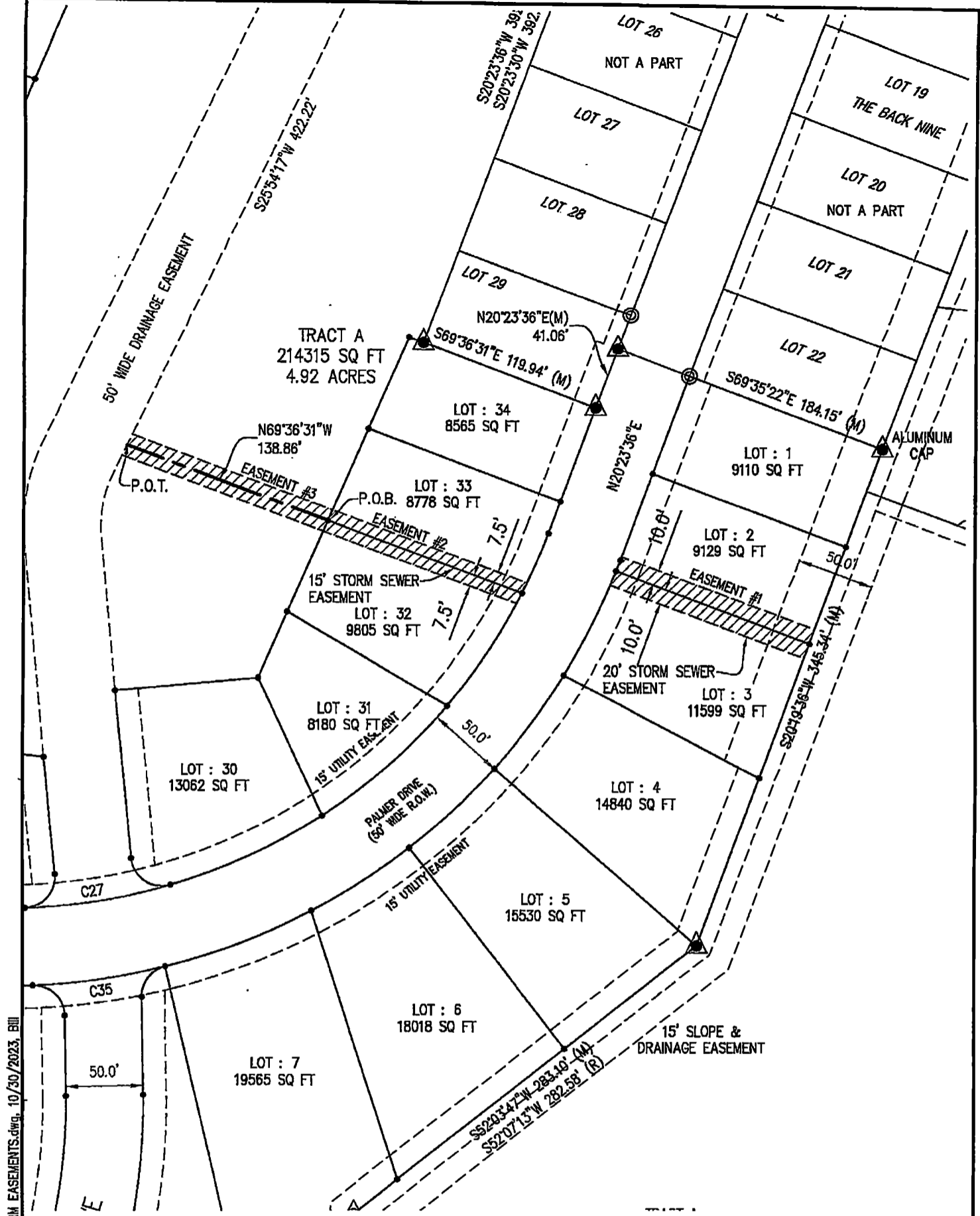
Thence N69°36'31"W, a distance of 138.86 feet to the Point of Termination.

The above described easement contains approximately 0.05 acres (2082.82 s.f.), more or less, and is subject to all rights-of-way and/or easements, reservations and encroachments which have been legally acquired.

I hereby certify that this description was prepared from notes taken during an actual survey made under my direct supervision in September, 2021, and that on the basis of my information knowledge and belief as a Professional Land Surveyor that this description is true and correct.



MODIFICATION IN ANY WAY OF THE FOREGOING DESCRIPTION IS STRICTLY PROHIBITED. I HAVE CAREFULLY REVIEWED THIS INFORMATION AND CERTIFY IT TO BE ACCURATE ON THE BASIS OF MY KNOWLEDGE AND BELIEF. ANY CHANGE, ADDITION OR DELETION OF ANY PART OF THIS DESCRIPTION WILL ACT TO VOID ANY WARRANTY OR RESPONSIBILITY, EXPRESSED OR IMPLIED, THAT I HAVE TOWARD THE SUBJECT PROPERTY.



SCALE: 1" = 80'



Civil Engineering Professionals, Inc.
 6080 Enterprise Drive, Casper, WY 82609
 Phone 307.266.4346 Fax 307.266.0103
 www.cepi-casper.com

EXHIBIT B
STORM SEWER EASEMENTS

Lots 2, 3, 32, 33 & Tract A
 Eagle Valley Addition, City of Casper
 SE 1/4 NW 1/4 Section 21
 T.33N., R.79W., 6th P.M.
 Natrona County, Wyoming
 September, 2023
 W.O. 21-049

M:\Land 2021\Engineering\21-049 Eagle Valley Survey Plats\EAGLE VALLEY STORM EASEMENTS.dwg, 10/30/2023, Bill

RESOLUTION NO. 23-253

A RESOLUTION AUTHROIZING A STORM SEWER AND RIGHT OF WAY EASEMENT AGREEMENT ACCEPTING THREE (3) STORM SEWER EASEMENTS FROM BENJAMIN HANSULD FOR THE EAGLE VALLEY PHASE 2 SUBDIVISION.

WHEREAS, the developer of Eagle Valley Phase 2 Subdivision, Benjamin Hansuld, has been permitted to install approximately 493-feet of 18-inch diameter storm water pipe as part of Eagle Valley Phase 2 Subdivision construction; and,

WHEREAS, accepting three (3) Storm Sewer Easements from Benjamin Hansuld will allow for drainage relief to accommodate development;

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 Storm Sewer and Right-of-Way Easement accepting three (3) easements for the Eagle Valley Phase 2 Subdivision.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:

Walker Fremont

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

City Clerk

Ray Pacheco
Mayor

November 1, 2023

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

FROM: Tom Brauer, Chief Operating Officer *TB*
 Cynthia Langston, Solid Waste Division Manager
 Alex Sveda, P.E., City Engineer *AS*
 Steven Stolte, E.I.T, Associate Engineer I

SUBJECT: Authorizing Change Order No. 4 with Melgaard Construction Company, Inc., in the amount of \$11,772.31, and for a time extension of Twenty-One (21) calendar days, in relation to the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Meeting Type & Date:
 Regular Council Meeting
 November 21, 2023

Action Type:
 Resolution

Recommendation:
 That Council, by Resolution, authorize Change Order No. 4 (CO4) with Melgaard Construction Company, Inc., in the amount of \$11,772.31, and for a time extension of Twenty-One (21) calendar days, in relation to the Casper Regional Landfill Cell 5 Construction, Earthwork and Construction of Leachate Collection and Control System Enclosures, Project No. 21-012.

Summary:
 The project includes CRL cell 5 construction which encompasses all excavation, hauling, sump riser network materials and enclosure installation for cells 1 through 5, as well as assistance with geosynthetics liner (liner) work. CO4 is in response to quantity corrections for work performed.

Melgaard is under contract for the earthwork, and Northwest Linings & Geosynthetics Products, Inc. (Northwest), is under contract for the liner work, with coordination between both contractors to deploy and secure liner installation.

CO4 quantity corrections are shown in the table below.

Bid Item Number	Item	Units	Quantity	Unit Cost	Total Cost	Final Quantity	Final Cost	Quantity Difference	Cost Difference
7	Excavation	CY	376400	\$2.60	\$978,640.00	382064	\$993,366.40	5664.00	\$ 14,726.40
9	Prepare Cell Subgrade (Finish Grading)	SY	114800	\$1.00	\$114,800.00	117734	\$ 117,734.00	2934.00	\$ 2,934.00
10A	Assist with Geosynthetic Tie-In to Existing Cell 4	LF	1145	\$10.00	\$ 11,450.00	1110	\$ 11,100.00	-35.00	\$ (350.00)
10C	Assist with Geosynthetic Liner Tie-in Cell 2 Sideslope	CY	1550	\$10.00	\$ 15,500.00	2974	\$ 29,740.00	1424.00	\$ 14,240.00
11	Install Cell 5 Termination Berm	Lf	1845	\$22.50	\$ 41,512.50	1560	\$ 35,100.00	-285.00	\$ (6,412.50)
13A	Install Granular Drainage/Operations Layer (Cell Floor)	CY	51800	\$6.00	\$310,800.00	51268	\$307,608.00	-532.00	\$ (3,192.00)
13B	Install Granular Drainage/Operations Layer (Cell Sideslopes)	CY	19300	\$5.75	\$110,975.00	17531	\$100,801.41	-1769.32	\$ (10,173.59)
								Additional Cost	\$ 11,772.31

Golder Associates (Golder) is under contract for engineering, design, and bidding of the work, and Peak Engineering Technologies (Peak) is under contract for construction management and construction quality assurance of Melgaard's and Northwest's work. Golder, Peak, and City Staff have reviewed CO4, in the amount of \$11,772.31 and for a time extension of 21 calendar days and recommend award.

Financial Considerations:

The balance of CO4 funding, in the amount of \$11,772.31, will be from Munis Project 2060023005 Grader Replacement.

Oversight/Project Responsibility:

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

Attachments:

Resolution

CO4

CO4 Recommendation from Peak

**CITY OF CASPER
CHANGE ORDER**

NO. Four (4)

PROJECT: Cell 5 Construction; Earthworks, Project No. 21-012

DATE OF ISSUANCE: October 6, 2023

OWNER: City of Casper, Wyoming

CONTRACTOR: Melgaard Construction Co., Inc.

ENGINEER: Golder Associates

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

Final Change Order for Final Quantities

Attachments: Memo & spreadsheet for the adjusted quantities and cost

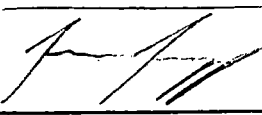
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ <u>2,577,515.00</u>	Original Contract Time: (days or date) <u>Partial completion: October 10, 2022</u> <u>Substantial completion: December 22, 2022</u> <u>Final Completion: January 9, 2023</u>
Previous Change Orders No. <u>1</u> to <u>3</u> \$ <u>214,812.60</u>	Net change from previous Change Orders (days): <u>-- 197 --</u>
Contract Price prior to this Change Order: \$ <u>2,792,327.60</u>	Contract Time Prior to this Change Order: (date) <u>Partial Completion: October 24, 2022</u> <u>Substantial completion: July 7, 2023</u> <u>Final completion: July 25, 2023</u>
Net Increase of this Change Order: \$ <u>11,772.31</u>	Net Increase of this Change Order: (days) <u>-- 21 --</u>
Contract Price with all approved Change Orders: \$ <u>2,804,099.91</u>	Contract Time with all approved Change Orders:(date) <u>Partial completion: October 24, 2022</u> <u>Substantial completion: July 28, 2023</u> <u>Final completion: August 15, 2023</u>

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

BY: 

BY: _____

Contractor

Engineer

Owner



Geotechnical and Geosynthetics Consulting and CQA

October 20, 2023

Steven Stolte, E.I.T.
Associate Engineer I
City of Casper
200 N. David St.
Casper, WY 82601

Re: Casper Regional Landfill Cell 5 Construction, Earthwork – Change Order Four – Final Quantities

Mr. Stolte:

We are issuing this letter to recommend executing change order four with Melgaard Construction, Inc. (Melgaard) in the amount of eleven thousand seven hundred seventy-two dollars and thirty-one cents (\$11,772.31) and an additional 21 days added to the contract time.

Melgaard was contracted to construct the new cell at the Casper Regional Landfill. The quantities for this project have been measured and the final total quantities and costs are detailed in the attached spreadsheet. The additional contract time is due to adverse weather encountered between May and July of 2023.

We recommend the execution of change order four with Melgaard Construction, Inc.

Please let us know if you have any questions.

Thanks

A handwritten signature in black ink, appearing to read "Jason Knopp".

Jason Knopp, P.E.
Peak GeoSolutions

Cc: Cindie Langston, City of Casper
Alex Sveda, City of Casper
Steven Stolte, City of Casper
Bill Hensley, Peak GeoSolutions

Owner:	City of Casper			Contractor:	Melgaard			Engineer:		
Project:	Cell 5 Construction			Date of Contract:				Engineer's Proj. No.:		
Bid Item No.	Item	Units	Contract			Change Order No. 4 Final Quantities		Total Quantity Difference	Total Cost Difference	
			Unit Price	Quantity	Cost	Quantity	Cost	Cost	Cost	
1	MOBILIZATION/DEMOBILIZATION	LS	\$280,000.00	1	\$280,000.00	1.00	\$280,000.00			
2	EROSION AND SEDIMENT CONTROL	LS	\$22,500.00	1	\$22,500.00	1.00	\$22,500.00			
3	SURVEYING	LS	\$34,000.00	1	\$34,000.00	1.00	\$34,000.00			
4A	SUPPLY 18-IN DIAMETER SOLID HDPE PIPE SDR 17	LF	\$110.00	250	\$27,500.00	250	\$27,500.00			
4B	SUPPLY 18-IN DIAMETER PERFORATED HDPE PIPE SDR 17	LF	\$325.00	10	\$3,250.00	10.00	\$3,250.00			
5A	SUPPLY 12-IN DIAMETER SOLID HDPE PIPE SDR 17	LF	\$32.00	128	\$4,096.00	128	\$4,096.00			
5B	SUPPLY 12-IN DIAMETER PERFORATED HDPE PIPE SDR 17	LF	\$325.00	5	\$1,625.00	5	\$1,625.00			
6A	SUPPLY 6-IN DIAMETER SOLID HDPE PIPE SDR 17	LF	\$10.00	290	\$2,900.00	290	\$2,900.00			
6B	SUPPLY 6-IN DIAMETER PERFORATED HDPE PIPE SDR 17	LF	\$21.00	1612	\$33,852.00	1612	\$33,852.00			
7	PHASE 5 CELL EXCAVATION	CY	\$2.60	376400	\$978,640.00	382064	\$993,366.40	5,664.00	\$14,726.40	
8	PHASE 5 STRUCTURAL FILL	CY	\$1.15	123500	\$142,025.00	123500	\$142,025.00			
9	PHASE 5 SUBGRADE FINISH GRADING	SY	\$1.00	114800	\$114,800.00	117734	\$117,734.00	2,934.00	\$2,934.00	
10A	ASSIST WITH GEOSYNTHETIC TIE-IN TO CELL 4	LF	\$10.00	1145	\$11,450.00	1110	\$11,100.00	(35.00)	(\$350.00)	
10B	ASSIST WITH GEOSYNTHETIC LINER EXTENSION IN CELLS 2, 3, AND 4	LF	\$10.00	1050.0	\$10,500.00	1050	\$10,500.00			
10C	ASSIST W GEOSYNTHETIC TIE-IN TO CELL 2 SIDESLOPE	LF	\$10.00	1550	\$15,500.00	2974	\$29,740.00	1,424.00	\$14,240.00	
11	INSTALL CELL 5 TERMINATION BERM	LF	\$22.50	1845	\$41,512.50	1560	\$35,100.00	(285.00)	(\$6,412.50)	
12	ANCHOR TRENCH	LF	\$7.50	4605	\$34,537.50	4605	\$34,537.50			
13A	INSTALL GRANULAR LAYER/ OPERATIONS LAYER (CELL FLOOR)	CY	\$6.00	51800	\$310,800.00	51268	\$307,608.00	(532.00)	(\$3,192.00)	
13B	INSTALL GRANULAR LAYER/ OPERATIONS LAYER (CELL SIDESLOPES)	CY	\$5.75	19300	\$110,975.00	17531	\$100,801.41	(1,769.32)	(\$10,173.59)	
14	CONSTRUCTION OF LEACHATE COLLECTION PIPE	LF	\$22.00	1612	\$35,464.00	1612	\$35,464.00			
15	SUMP CONSTRUCTION	LS	\$42,500.00	1	\$42,500.00	1.0	\$42,500.00			
16A	INSTALL SUMP SIDESLOPE RISERS	LF	\$46.00	128	\$5,888.00	128	\$5,888.00			
16B	INSTALL LEACHATE COLLECTION CLEANOUT SIDESLOPE RISER PIPE	LF	\$30.00	290	\$8,700.00	290	\$8,700.00			
17	RETROFIT CELLS 1-4 LEACHATE ENCLOSURES	ea	\$47,733.00	4	\$190,932.00	4.00	\$190,932.00	(0.00)	(\$0.00)	
18	CELL 5 LEACHATE ENCLOSURE	ea	\$47,733.00	1	\$47,733.00	1.00	\$47,733.00			
17,18	METAL ROOF FABRICATIONS FOR 5 ENCLOSURE	LS	\$65,835.00	1	\$65,835.00	1	\$65,835.00			
	Change Order No. 1 - Structural Fill	CY	\$1.15	25524	\$29,352.60	25524	\$29,352.60			
	Change Order No. 2 - Rock Removal	LS	\$25,460.00	1	\$25,460.00	1	\$25,460.00			
	Change Order No. 3 - Winter Shutdown	LS	\$160,000.00	1	\$160,000.00	1.000	\$160,000.00			
			Totals		\$2,792,327.60		\$2,804,099.91		\$11,772.31	

RESOLUTION NO. 23-254

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 TO THE AGREEMENT WITH MELGAARD CONSTRUCTION, INC., FOR \$11,772.31 AND A TIME EXTENSION FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, PROJECT NO. 21-012.

WHEREAS, the City of Casper desires to approve Change Order No. 4 for additional Costs to the Contract and to change the completion deadlines as a result of quantity corrections and weather delays for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012; and,

WHEREAS, Melgaard, Inc., is able and willing to provide those services specified as Change Order No. 4 to the agreement for an additional Eleven Thousand Seven Hundred Seventy-Two and 31/100 Dollars (\$11,772.31) and for a time extension of Twenty-One (21) calendar days as a result of quantity corrections and weather delays for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012, and further described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Change Order No. 4 to the agreement with Melgaard, Inc., for an additional Eleven Thousand Seven Hundred Seventy-Two and 31/100 Dollars (\$11,772.31), and for a time extension of Twenty-One (21) calendar days as a result of a quantity corrections and weather delays for the Casper Regional Landfill Cell 5 Construction, Project No. 21-012, for those services.

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to an additional total Change Order No. 4 amount not to exceed Eleven Thousand Seven Hundred Seventy-Two and 31/100 Dollars (\$11,772.31), for a total price not to Two Million Eight Hundred Four Thousand Ninety-Nine and 91/100 Dollars (\$2,804,099.91).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:
(Casper Regional Landfill Cell 5 Construction, Project No. 21-012)




ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 1, 2023

MEMO TO: J. Carter Napier, City Manager 

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

SUBJECT: Authorizing a Procurement of Goods Agreement with Metta Technologies, Inc., in the Amount of \$85,192.00, for the 2023 Solid Waste Portable Litter Fencing, Project No. 23-029.

Meeting Type & Date

Regular Council Meeting
November 21, 2023

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Procurement of Goods Agreement with Metta Technologies, Inc., in the amount of \$85,192.00, for the 2023 Solid Waste Portable Litter Fencing, Project No. 23-029.

Summary

On Wednesday, November 1, 2023, one (1) bid was received for the 2023 Solid Waste Portable Litter Fencing, Project No. 23-029. The bid received for this work is as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BID AMOUNT</u>
Metta Technologies, Inc.	Jackson, MI	\$85,192.00

The Solid Waste Division utilizes portable litter fencing to contain solid waste in areas where permanent litter fencing is not in place at the Casper Regional Landfill. The portable litter fencing allows Solid Waste staff to relocate fencing as needed with the changing weather conditions and landfill cell layouts. Along with the portable litter fencing, the contractor shall provide a five (5) year manufacturer's guarantee. The estimate prepared by the City Engineering Division was \$90,000.00.

As required by State Statute, in-state bidders receive a five percent (5%) bid preference. Since only one bid was received, no bidder preference was granted. A notice was published in the local newspaper once a week for two consecutive weeks as required by State Statute, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Balefill Fund allocated to the Landfill Fencing. \$135,000 was budgeted for Landfill Fencing for FY23.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Procurement of Goods Agreement

Procurement of Goods Agreement (Short Form)

This Procurement of Goods Agreement ("**Agreement**"), dated as of the 6th of December, 2023, is entered into between the City of Casper, Wyoming, a Wyoming municipal corporation with offices located at 200 N. David St., Casper, Wyoming 82601 ("**Buyer**") and Metta Technologies, Inc., a Michigan Corporation, with offices located at 8077 Fairview Court, Jackson, Michigan 49201 ("**Seller**"), and together with Buyer, the "**Parties**", and each, a "**Party**".

RECITALS

WHEREAS, Seller is in the business of selling Metta Technologies "The Bull Litter Fence with Canopy" ; and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer the Goods.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Sale of Goods.** Seller shall sell to Buyer and Buyer shall purchase from Seller the goods set forth on Exhibit "A", Exhibit "B", and Exhibit "C" (the "**Goods**") in the quantities and at the prices and upon the terms and conditions set forth in this Agreement.
2. **Delivery Date.** Seller shall deliver the Goods in the quantities and on the date(s) specified in Exhibit "A", Exhibit "B", and Exhibit "C" or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.
3. **Quantity.** Seller shall deliver the quantities of the Goods specified in Exhibit "A", Exhibit "B", and Exhibit "C". If Seller delivers more two hundred forty linear feet (240 LF) or less than two hundred forty linear feet (240 LF), the quantity of Goods specified in Exhibit "A", Exhibit "B", and Exhibit "C", Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.
4. **Delivery Location.** All Goods shall be delivered to the address specified in Exhibit "A", Exhibit "B", and Exhibit "C" (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer.
5. **Shipping Terms.** Delivery shall be made DDP Delivery Location, Incoterms® 2010 Rules, in accordance with the terms set forth in Exhibit "A", Exhibit "B", and Exhibit "C". Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation.

Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the Goods to Buyer within thirty (30) business days after Seller delivers the Goods to the transportation carrier.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. Seller shall properly pack, mark and ship Goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards and shall provide Buyer with shipment documentation showing the Agreement Reference Number, the quantity of pieces in shipment, the number of cartons or containers in shipment, Seller's name, the bill of lading number, and the country of origin.

8. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; or (b) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, within thirty (30) days replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

9. Price. Buyer shall purchase the Goods from Seller at the prices set forth in Exhibit "A", Exhibit "B", and Exhibit "C", as it may be modified from time to time by agreement of the Parties (the "Price"). The Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs or otherwise, without the prior written consent of Buyer.

10. Payment Terms. Seller shall issue an invoice to Buyer within thirty (30) days after the completion of delivery of the Goods. Buyer shall pay all properly invoiced amounts due to Seller within forty-five (45) days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must be in US dollars. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than fifteen (15) days after invoiced amounts are delivered to the Buyer on the disputed invoice listing all disputed items. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Agreement notwithstanding any such dispute.

11. Setoff. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

12. Warranties. Seller warrants to Buyer that for a period of sixty (60) months from the Delivery Date, all Goods will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests, or other encumbrances; and (f) not

infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

13. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

14. General Indemnification. Seller agrees to indemnify Buyer, Buyer's employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Seller and any subcontractor thereof.

15. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnified Party against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnified Party's prior written consent.

16. Insurance. Before commencing with work under this Agreement, and for a period of one (1) year after the date of this Agreement, Seller shall, at its own expense, maintain and carry insurance in full force and effect that includes, but is not limited to, commercial general liability (including product liability) with limits no less than \$250,000 for each occurrence and \$500,000 in the aggregate with financially sound and reputable insurers. Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with 30 days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnified Parties.

17. Termination. In addition to any remedies that may be provided under this Agreement, Buyer may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of the terms and conditions of this Agreement, in whole or in part. If Seller becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then Buyer may terminate this Agreement upon written notice to Seller. If a Force Majeure Event affecting Seller's performance of this Agreement continues for more than fourteen (14) days, then Buyer may terminate this Agreement upon written notice to Seller. If Buyer terminates this Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

18. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

19. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

20. Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement; and (b) as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement. All other provisions of this Agreement shall not survive the expiration or earlier termination of this Agreement.

21. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “**Notice**”, and with the correlative meaning “**Notify**”) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Buyer: 200 North David Street
Casper, Wyoming 82601

Telephone: (307) 235-8341

Notice to Seller: 8077 Fairview Court
Jackson, Michigan 49201

Telephone: (419) 244-7916

22. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

23. Amendments. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

24. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise. Notwithstanding the foregoing, the Parties intend that, if Buyer terminates the Agreement in accordance with Section 17, Seller's sole and exclusive remedy is the right to payment for the Goods received and accepted.

26. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Agreement without Seller's prior written consent.

27. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

28. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

29. Choice of Law. This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

30. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and

appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of Wyoming, sitting in Casper, Wyoming, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

31. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 21 (Notices), a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

32. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, epidemics, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Seller's financial inability to perform, changes in cost or availability of materials, components or services, market conditions or supplier actions or contract disputes will not excuse performance by Seller under this Section. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

33. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement.

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

35. Electronic Signatures. The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper

copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement as of the day and year above.

APPROVED AS TO FORM

Eric K. Nelson

ATTEST

Fleur Tremel
City Clerk

BUYER
CITY OF CASPER, WYOMING
A Wyoming municipal corporation

Ray Pacheco
Mayor

WITNESS

By: _____
Printed Name: _____
Title: _____

SELLER
Metta Technologies, Inc.

By: _____
Printed Name: _____
Title: _____

EXHIBIT "C"

- DESCRIPTION AND QUANTITY OF GOODS:
 - Metta Technologies "The Bull Litter Fence with Canopy"
 - Overall Dimensions per unit.
 - Width: 24 feet.
 - Height with Canopy: 15 feet.
 - Depth: 8-foot outriggers can extend the depth to an unmatched 15 feet (three settings for outriggers, standard equipment).
 - Side Nets: Full height of back net and full width of base.
 - Weight: 3600 lbs.
 - Netting
 - Strong galvanized steel welded wire with black vinyl coating to protect it from the elements and allow litter to slide to the ground easily.
 - Dozer-blade Hooks
 - Vertical height adjustment: minimum 6 foot – 9 inches to a maximum of 12 foot – 7 inches.
 - Horizontal hook adjustment: 5 increments from 11 inches to 2 feet – 7 inches.
 - Warranty
 - Five Year Guarantee, as provided by the manufacturer.
 - Quantity
 - Two Hundred Forty Linear Feet (240 LF), or ten (10) units.
 - PRICE: Eighty-Five Thousand One Hundred Ninety-Two Dollars (\$85,192.00)
 - DELIVERY DATE: March 1, 2024
 - DELIVERY LOCATION: City of Casper Solid Waste Facility
Attn: David Jordan
1886 North Station Road
Casper, Wyoming 82601
 - SHIPPING TERMS: Delivery shall be made DDP Delivery Location, Incoterms® 2010 Rules

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

PROJECT IDENTIFICATION: City of Casper
**2023 Solid Waste Portable Litter Fencing
Project No. 23-029**

THIS BID SUBMITTED TO: City of Casper
123 West 1st Street, Suite 570
Casper, Wyoming 82601

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement of Goods Agreement with the City in the form included in the Procurement Documents and to furnish the Goods as specified or indicated in the Procurement Documents for the Contract Price, within the Contract Time, in accordance with the Procurement Documents, and with Article 2 of the Procurement of Goods Agreement.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u>23-029</u>	Dated <u>10/14/2023</u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 85,192.00

TOTAL BASE BID, IN WORDS: eighty five thousand one hundred ninety two DOLLARS.

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

Address of Bidder: Metta Technologies, Inc
8077 Fairview Ct
Jackson, MI 49201

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

Submitted on 10/14, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Metta Technologies, Inc (seal)
(Corporation's or Limited Liability Company's Name)

State of Ohio
(State of Incorporation or Organization)

By: Anthony Rowe President (seal)

(Title)

(Seal)
Attest: Anthony Rowe (President)

Business Address: 8077 Fairview ct
Jackson, MF 49201

Phone Number: 419-244-7916

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

2023 Solid Waste Portable Litter Fencing (#8743741)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 11/01/2023 02:00 PM MDT

Exhibit "B" - Bid Schedule

Procurement Base Bid				Metta Technologies, Inc	
Line Item	Item Description	Units	Quantity	Unit Price	Total Price
1	Portable Litter Fencing	LF	240	\$354.97	\$85,192.00
Procurement Base Bid Total:					\$85,192.00

RESOLUTION NO. 23-255

A RESOLUTION AUTHORIZING A PROCUREMENT OF GOODS AGREEMENT WITH METTA TECHNOLOGIES, INC., FOR THE 2023 SOLID WASTE PORTABLE LITTER FENCING, PROJECT NO. 23-029.


WHEREAS, the City of Casper desires to procure new portable litter fencing for the Solid Waste Division; and,

WHEREAS, Metta Technologies, Inc., is ready, willing and able to provide these 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 Procurement of Goods Agreement with Metta Technologies, Inc., in the amount of Eighty-Five Thousand One Hundred Ninety-Two Dollars (\$85,192.00), to furnish new portable litter fencing.

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 31, 2023

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

FROM: Tom Brauer, P.E., Chief Operating Officer *TB*
Alex Sveda, P.E., City Engineer *AS*
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an Agreement with JTL Group, Inc., dba Knife River, in the amount of \$790,253, for the College Drive Improvements, Project No. 21-060.

Meeting Type & Date:

Regular Council Meeting
November 21, 2023

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an Agreement with JTL Group, Inc., dba Knife River, in the amount of \$790,253, for the College Drive Improvements, Project No. 21-060. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$80,000, for a total project amount of \$870,253.

Summary:

On Tuesday, October 31, 2023, three (3) bids were received for the College Drive Improvements, Project No. 21-060. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Knife River	Casper, Wyoming	\$790,253
71 Construction	Casper, Wyoming	\$895,590
Wayne Coleman Construction	Mills, Wyoming	\$898,307

The engineer's estimate prepared by the WWC Engineering (WWC) was \$652,128, with the low bid received at \$790,253. Adding a construction contingency amount of \$80,000 will bring the total contract amount to \$870,253.

The College Drive Improvements project includes asphalt surfacing improvements, ADA accessible ramps at intersections, miscellaneous repairs to sidewalk, curb and gutter and curb-walk along College Drive between West 18th Street and South Poplar Street. The project also includes a ten foot

Knife River, Inc.
College Drive Improvements
Project No. 21-060

(10') wide concrete pathway along the western side of College Drive. The pathway is funded by a WYDOT Transportation Alternatives Program.

City Staff and WWC have reviewed the low bid from Knife River and recommend award of the work to Knife River, in the amount of \$790,253. Although the low bid was 21% higher than the engineer's estimate, the bid range was approximately 14%, and high material costs for asphalt, concrete and utilities appear to have contributed to the disparity.

Construction is scheduled to be substantially complete by July 26, 2024.

Financial Considerations:

Funding will be \$470,253 from the One Cent #16 Optional Sales Tax Fund allocated to FY23 Miscellaneous Street Improvements and \$400,000 from the WYDOT Transportation Alternatives Program.

Oversight/Project Responsibility:

Darrin Tromble, P.E., WWC Engineering
Andrew Colling, Engineering Tech
Terry Cottenoir, Engineering Tech

Attachments:

WWC Recommendation
Resolution
Agreement

Knife River, Inc.
College Drive Improvements
Project No. 21-060

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and JTL Group, Inc., dba Knife River, PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to add a 10' wide concrete pathway along the west side of College Drive from West 18th Street to the fire center entrance, replace deficient sidewalk/curb-walk, curb and gutter, driveway approaches, valley gutters, and ADA ramps, mill and overlay of asphalt surfacing with full depth replacement as needed and;

WHEREAS, Knife River, Inc. is able and willing to provide those services specified as the College Drive Improvements, Project 21-060.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

The Project has been designed by WWC Engineering, 5880 Enterprise Drive, Suite 600, Casper, Wyoming 82609, who is hereinafter referred to as the "**Engineer**" and who is to act as the Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by July 26, 2024, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by August 23, 2024. Substantial Completion will be granted once College Drive is open to vehicular traffic and the pathway is open to pedestrian traffic. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 **Liquidated Damages.** The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also

recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Seven Hundred Ninety Thousand Two Hundred Fifty-Three Dollars (\$790,253), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's

general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

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

College Drive Improvements, Project 21-060

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.
- 8.18 Letter of Final Completion.
- 8.19 FHWA 1273.
- 8.20 Supplementary Document for FHWA 1273.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

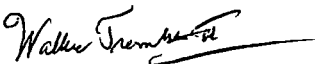
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year below written.

DATED this _____ day of _____, 2023.

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:



ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

City Clerk

Ray Pacheco
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:

JTL Group, Inc., dba Knife River

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
College Drive Improvements, Project No. 21-060

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work by **Friday, July 26th, 2024** as specified or indicated in the Bidding Documents for the Contract Price, and completed and ready for final payment not later than by **Friday, August 23rd, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

Addendum No. <u> 1 </u>	Dated <u> 10/20/23 </u>
Addendum No. _____	Dated _____
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

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

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

TOTAL COMBINED BID, IN NUMERALS: \$ 790,253.00

TOTAL COMBINED BID, IN WORDS: Seven Hundred Ninety Thousand Two Hundred Fifty Three and zero Cents. DOLLARS.

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

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

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

- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
- B. Itemized Bid Schedule.
- C. Miscellaneous Certifications and Clauses
- D. Title VI/EEO Requirements

8. Communications concerning this Bid shall be addressed to:

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

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

Submitted on October 31, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

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

Wyoming
(State of Incorporation or Organization)

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



Attest: [Signature]
Business Address: JTL Group, Inc. dba Knife River
PO Box 730
Casper, WY 82602
Phone Number: (307) 237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

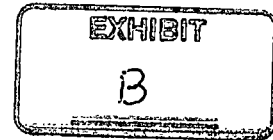
(Address)

By: _____ (seal)
(Name)

(Address)

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

**BID SCHEDULE
COLLEGE DRIVE IMPROVEMENTS
PROJECT 21-060**



Bid Date: October 31, 2023

COMPANY NAME: KNIFE RIVER, INC.

ADDRESS: PO BOX 730, CASPER, WYOMING 82602

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

CY = Cubic Yard EA = Each FT = Linear Foot LS = Lump Sum SF = Square Foot SY = Square Yard

Line Item	Item Description	Unit	Quantity	Unit Price	Extension
1	MOBILIZATION AND BONDS	LS	1	\$ 93,630.00	\$ 93,630.00
2	TRAFFIC CONTROL	LS	1	\$ 32,200.00	\$ 32,200.00
3	REMOVAL OF OBSTRUCTIONS	LS	1	\$ 9,680.00	\$ 9,680.00
4	REMOVAL OF CONCRETE FLATWORK	SY	10	\$ 42.70	\$ 427.00
5	UNCLASSIFIED EXCAVATION	CY	260	\$ 76.00	\$ 19,760.00
6	FURNISH & INSTALL SELECT BACKFILL	CY	3100	\$ 47.15	\$ 146,165.00
7	REMOVE & REPLACE 5' WIDE SIDEWALK	FT	125	\$ 114.00	\$ 14,250.00
8	FURNISH & INSTALL 6" CRUSHED BASE WEARING SURFACE	CY	40	\$ 118.00	\$ 4,720.00
9	FURNISH & INSTALL MILL & 2" HOT PLANT MIX OVERLAY	SY	4700	\$ 27.30	\$ 128,310.00
10	FURNISH & INSTALL 6" HOT PLANT MIX & 8" BASE COURSE	SY	285	\$ 133.00	\$ 37,905.00
11	HOT PLANT MIX TRANSITION TO EXISTING	SY	85	\$ 43.20	\$ 3,672.00
12	FURNISH & INSTALL CURB & GUTTER TYPE B & BASE COURSE	FT	250	\$ 83.90	\$ 20,975.00
13	FURNISH & INSTALL CONCRETE PATHWAY & 4" GRADING 'W' BASE COURSE	SY	2900	\$ 57.40	\$ 166,460.00
14	FURNISH & INSTALL 6' WIDE CONCRETE VALLEY PAN & 4" GRADING 'W' BASE COURSE	SY	60	\$ 451.00	\$ 27,060.00
15	REMOVE & REPLACE (ADA RAMP) CURB RAMP TYPE III	EA	5	\$ 3,400.00	\$ 17,000.00
16	FURNISH & INSTALL PEDESTRIAN CROSSING SYSTEM	LS	1	\$ 27,950.00	\$ 27,950.00
17	FURNISH & INSTALL PREFORMED EMBEDDED CROSSWALK MARKINGS	EA	8	\$ 1,400.00	\$ 11,200.00
18	FURNISH & INSTALL 24" RCP STORM SEWER	FT	8	\$ 343.00	\$ 2,744.00
19	REMOVE & REPLACE STORM SEWER INLET	EA	1	\$ 4,840.00	\$ 4,840.00
20	EROSION & SEDIMENTATION CONTROL	LS	1	\$ 12,725.00	\$ 12,725.00
21	FURNISH & INSTALL SEEDING AND MULCHING	SY	6600	\$ 1.30	\$ 8,580.00
Base Bid Total:					\$ 790,253.00

ADDENDUM NO. 1

to the

BIDDING AND CONTRACT DOCUMENTS

for

COLLEGE DRIVE IMPROVEMENTS

PROJECT NO. 21-060

By the

CITY OF CASPER
200 N. David
Casper, Wyoming 82601

ADDENDUM DATE: 10/20/2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (WWC Engineering)

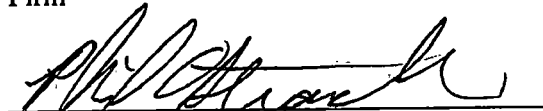


Darrin Tromble, P.E.

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

JTL Group, Inc. dba Knife River

Firm



By: Signature

Estimator / PM

Title

10/20/23

Date Received



5880 ENTERPRISE DRIVE, SUITE 600, CASPER, WY 82609 | 307.473.2707

November 1, 2023

Mr. Alex Sveda
City Engineer
City of Casper
200 N. David St.
Casper, WY 82604

**Re: College Drive Improvements Project
Project 21-060
Bid Review**

Dear Alex:

On October 31, 2023 bids were received for the College Drive Improvements project from; 71 Construction, Knife River Inc., and Wayne Coleman Construction. The apparent low bidder was Knife River with a total base bid of \$790,253.00.

WWC recommends that the project be awarded to Knife River in accordance with Section 19.6 of the Instruction to Bidders that states: "If the Agreement is to be awarded, it will be to the lowest Bidder who is determined qualified and responsible in the sole discretion and best interest of the City."

Please contact our office with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Darrin Tromble".

Darrin Tromble, PE
Project Manager

dt

K:\Casper\City of Casper\2022522 College Drive Improvements\09Construction\21-060 Award Rec Letter.docx

RESOLUTION NO. 23-256

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE COLLEGE DRIVE IMPROVEMENTS PROJECT NO. 21-060.

WHEREAS, the City of Casper desires to contract for the mill and overlay of College Drive and install a pedestrian pathway between West 18th Street and South Poplar Street; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as College Drive Improvements Project, No. 21-060; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with JTL Group, Inc., Knife River, for those services, in the amount of Seven Hundred Ninety Thousand Two Hundred Fifty-Three Dollars (\$790,253).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Seven Hundred Ninety Thousand Two Hundred Fifty-Three Dollars (\$790,253) and Eighty Thousand Dollars (\$80,000) for a construction contingency account, for a total project amount of Eight Hundred Seventy Thousand Two Hundred Fifty-Three Dollars (\$870,253).

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

City Clerk

Ray Pacheco
Mayor

November 9, 2023

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

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation, & Public Facilities Director

SUBJECT: Submission of a Land and Water Conservation Fund grant in an amount up to \$750,000 for the Washington Park Revival Phase II Project

Meeting Type & Date

Regular Council Meeting
November 21, 2023

Action Type

Resolution

Recommendation

That Council authorize, by resolution, the submission of a Land and Water Conservation Fund grant in an amount up to Seven Hundred Fifty Thousand Dollars (\$750,000) for the Washington Park Revival Project.

Summary

The Wyoming Department of State Parks and Cultural Resources has nearly \$2.3M available in fiscal year 2024 for the acquisition and/or development of public outdoor recreation lands and facilities. These dollars are being distributed as competitive Land and Water Conservation Fund (LWCF) grants for municipalities, counties, school districts, tribal governments, and recreation districts. LWCF grants are paid out on a reimbursement basis and have a 50% match requirement that can be cash or in-kind services. However, applicants must demonstrate they have dedicated 100% of the funding of the grant request by providing an approved resolution by the applicant's governing body and must commit the property with a 6(f) Land and Water Conservation Fund designation, which means the project site must be maintained and available only for public outdoor recreation into perpetuity.

Washington Park is not only the City's most central park, it is also one of the most beloved. However, much of the existing infrastructure needs major renovation or replacement, and expanded and/or new amenities should be added to improve the current recreation experience for park goers, to attract new users, and to expand recreation-oriented economic development opportunities.

Two public meetings and a public survey were utilized in 2022 to measure public support for various improvements at Washington Park. In general, participants expressed overwhelming support for enhancements at the park, and there was not strong opposition to any of the recommended improvements. Among the highest ranked priorities identified by the public in both meetings and the survey were:

- Adding permanent restrooms
- Adding pickle ball courts
- Reconstructing tennis courts
- Renovating the bandshell
- Improving the pool/aquatics offerings
- Improving parking

The City’s application to LWCF for fiscal year 2023 was awarded in the amount of just over Five Hundred Seventy Thousand Dollars (\$570,000) for the Washington Park Revival Phase I Project. This project will replace field lighting at Washington Baseball Field, remove and replace two existing tennis courts with eight (8) pickleball courts, renovate existing restrooms to be ADA compliant so they can be open for seasonal public use, and add ADA accessible parking adjacent to the restrooms.

An LWCF grant for fiscal year 2024, which is due November 30, 2023, is planned for Phase II of the Washington Park Revival Project. This phase aims to relocate a storm sewer, construct six new tennis courts, repurpose two existing courts into additional parking, relocate a park shelter, and improve the health of the urban forest/beautify the north end of Washington Park with new trees and enhanced landscaping. Staff is optimistic that the award for Washington Park Revival Phase I will create favor with regard to Phase II enhancements.

Financial Considerations

Up to \$750,000 will be requested from the Land and Water Conservation Fund. Since the grant is a reimbursement grant and 100% of funding is required to be in place, Council will need to approve a budget of up to \$1,500,000 for the project. The City of Casper Parks Division currently has up to \$294,000 in One Cent funds earmarked to spend on the Washington Park tennis courts, landscaping, and parking improvements. At a minimum, we hope to leverage these funds to double the capital investment at the park. Additional contributions to the project will come from in-kind work performed by City staff and/or partner agencies, as well as from in-kind work or cash donations from local user organizations including the Casper Community Tennis Association, the United States Tennis Association (USTA), and other public grant programs identified by staff.

Should the City be unsuccessful in securing the LWCF grant, the project as proposed to the LWCF will not be built. Only the elements of the Washington Park Improvements that are budgeted will be built. Additional renovations and enhancements will occur as funding becomes available.

Oversight/Project Responsibility

Zulima Lopez, Parks, Recreation, & Public Facilities Director
 Randy Norvelle, Parks Manager

Attachments

Resolution

RESOLUTION NO. 23-257

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM

WHEREAS, the City of Casper has established a project called the Washington Park Revival Project to complete various capital improvements at Washington Park that will help to ensure the park remains a community hub for recreation and gathering, as well as expand recreation-oriented economic development opportunities; and,

WHEREAS, the Land and Water Conservation Fund (LWCF) administered by the Wyoming Department of State Parks and Cultural Resources, is a federal grant program designed to assist in development and/or acquisition of public outdoor recreation lands and facilities; and,

WHEREAS, the City of Casper will encumber 100% of the Washington Park Revival Phase II Project grant request in the amount of up to \$750,000, for this purpose; and,

WHEREAS, the 50% grant match requirement can be met with budgeted funds, in-kind work performed by City staff and/or partner agencies, as well as from in-kind work or cash donations from local user and service organizations; and,

WHEREAS, the City of Casper will set aside Washington Park, as a condition of grant award, with a 6(f) Land and Water Conservation designation such that the property will only be used for outdoor recreation into perpetuity.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute and the City Clerk to attest, a grant application to the Land and Water Conservation Fund administered by the Wyoming Department of State Parks and Cultural Resources and in the amount of up to \$750,000 in federal funds for the Washington Park Revival Phase II Project.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:




ATTEST:

City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 3, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation and Public Facilities Director
Chad Green, Recreation Supervisor – Ice Arena

SUBJECT: Approval of a Professional Services Agreement for the Design of the Casper Ice Arena Expansion Project

Meeting Type & Date

Regular Council Meeting
November 21, 2023

Action type

Resolution

Recommendation

That Council, by Resolution, approve a Professional Services Agreement between the City of Casper, HTG Architects, and the Casper Amateur Hockey Club that secures architectural and engineering design services for the Casper Ice Arena Expansion project and establishes the Casper Amateur Hockey Club as the responsible party for all payments for services rendered under the Agreement.

Summary

In the latter half of 2022, Council was provided with an updated feasibility study and rate models that demonstrated how the construction of a second sheet of ice at the Casper Ice Arena could eliminate the annual operating subsidy for the Ice Arena Fund. On January 10, 2023 City Council committed to partnering with private donors, led by the Casper Amateur Hockey Club (CAHC), on the construction of a second sheet of ice. The cost of the expansion project was estimated at \$13.2 million. At the FY24 Budget Work Session on May 24, 2023, Council directed that the City's contribution to the project would be \$3.2 million. This funding is contingent on CAHC successfully raising the balance of the funds needed for the project within an 18-month period. At the same meeting in May 2023, Council approved staff to solicit proposals for the project design once the private donors reached one half of the private funding goal. The approval included the City of Casper funding 50% of the design cost when a design contract was awarded.

Private fundraising efforts yielded positive results quickly, but it became apparent early on that the fundraising team would benefit from a bona fide project design. This would not only show donors exactly what their donations would fund, but would also provide a more concrete estimate for construction so CAHC could establish a fundraising goal with confidence. Additionally, having a design ready would expedite construction once all funds were attained. For these reasons, CAHC

offered to fund 100% of the design if the City agreed to help procure and contract a qualified architect prior to the 50% fundraising achievement.

On August 9, 2023, the City of Casper advertised a Request for Proposals (RFP) for the Casper Ice Arena Expansion Design. Though the resulting contract would be for design services only, the RFP requested that a cost for construction administration be included in each proposal. This inclusion could assist in future planning and budgeting. On September 13, 2023, a group of City staff and key stakeholders conducted interviews with the four (4) firms that submitted proposals as follows:

<u>Firm</u>	<u>Design</u>	<u>Construction Administration</u>	<u>Total</u>
HTG Architects	\$493,700	\$167,000	\$660,700
Hein Bond Architects	\$614,720	\$153,670	\$768,390
MVP Architects	\$714,508	\$284,142	\$998,650
JLG Architects	\$863,194	\$258,173	\$1,121,367

HTG Architects submitted the lowest cost proposal that met all RFP requirements, while offering impressive experience and proven success in ice arena design and construction projects very similar to what the City of Casper and our funding partners desire. During contract negotiations, the City requested that geotechnical investigation and a site survey be added to the scope of work. This resulted in a \$38,154 increase to the design fee for the project, for a total not to exceed design cost of \$531,854.

Staff recommends contracting with HTG Architects for the design of the Ice Arena expansion. If and when fundraising reaches the level needed to construct the project, staff will recommend amending the Agreement with HTG Architects to include construction administration services for an amount comparative to the cost submitted in their proposal.

The completed design will be the property of the City of Casper. However, CAHC will have the right to utilize the design for the purpose of fundraising.

Financial Considerations

There are no financial considerations for the City of Casper as part of this Agreement. The Casper Amateur Hockey Club will fund the entirety of the design. HTG will bill directly to CAHC on a monthly basis and CAHC will pay HTG directly for services rendered under this Agreement.

Oversight/Project Responsibility

- Zulima Lopez, Parks, Recreation and Public Facilities Director
- Chad Green, Recreation Supervisor – Ice Arena
- Travis St. John, Board President, Casper Amateur Hockey Club
- Pat Bower, Past President, Casper Amateur Hockey Club

Attachments

- Professional Services Agreement
- Resolution

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. HTG Architects, 1010 Mainstreet, Suite 100, Hopkins, Minnesota 55343 (“Consultant”).

3. The Casper Amateur Hockey Club, a non-profit organization, P.O. Box 2562, Casper, Wyoming, 82602 (“CAHC”).

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

RECITALS

A. The City is the owner of real property generally described as the Casper Ice Arena located at 1801 East 4th Street, Casper, Wyoming, 82601.

B. The City and the CAHC are undertaking a project to design an expansion to the Casper Ice Arena that includes a second sheet of ice, locker rooms, restrooms, concessions, and dryland training area.

C. The project requires professional services for the architectural and engineering work related to the design and development of construction documents for the expansion project.

D. The Consultant represents that it is ready, willing, and able to provide the professional services as required by this Contract.

E. The CAHC agrees to pay all fees associated with the design of the expansion subject to the terms and conditions of this Contract.

F. The City and the CAHC 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. INCORPORATION OF THE RECITALS:

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

2. PURPOSE:

The purpose of this Contract is to establish the professional service requirements for the design of the Casper Ice Arena expansion project and to establish the Casper Amateur Hockey Club as the responsible party for all payments for services rendered by the Consultant under this Contract.

3. SCOPE OF SERVICES FOR THE EXPANSION DESIGN:

The Consultant shall perform the following services in connection with and respecting the project:

A. GENERAL

- a. The services consist of architectural design, structural, mechanical, electrical, plumbing, lighting, and refrigeration system engineering services described herein. In addition, civil engineering, geotechnical investigations, studies, and recommendations, sound and acoustics, security system, fire protection, and landscape design are also included. Consultant shall provide all drawings, details, specification, material selection and schedules, and all other items necessary to provide a complete design to carry out the construction of the design.
- b. The Consultant shall manage the Consultant's services in coordination with the City and CAHC, research and incorporate applicable design criteria, attend project meetings, communicate with members of the project team and report progress to the City and CAHC.
- c. The Consultant shall provide a site survey and geotechnical data from required investigations, studies, and recommendations from which to base design. The City shall provide all existing records of building drawings. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in existing or current records.
- d. As soon as practical after the date of this Contract, the Consultant shall submit for the City's approval a schedule for the performance of the Consultant's services. The schedule shall include allowances for periods of time required for review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the project. Once

approved by the City, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant. The schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the City, or for delays or other causes beyond the Architect's reasonable control.

- e. Once the parties agree to the time limits established by the project schedule, the parties shall endeavor to meet those time limits.
- f. The Consultant shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the project. In designing the project, the Consultant shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- g. The Consultant shall assist the City, or when directed, act on the City's behalf in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the project.
- h. The Consultant will attend meetings and prepare associated presentation materials deemed necessary to the development of the project's planning and approval process. This shall include meeting with stakeholders and user groups, City Building Official, Engineering, Department of Environmental Quality, Environmental Protection Agency, and all regulatory agencies having authority over the project. Also included are all meetings to obtain additional information when necessary, and presentations for review of work completed to City Council, project representatives, and the public.
- i. The Consultant shall develop the project utilizing sustainable design strategies where appropriate. LEED Certification is not included in this Contract. Consultant shall design to conform to City of Casper's local electrical service provider's (Rocky Mountain Power or other) energy incentive rebate program and include language in bidding documents for Contractor application, submission, and execution for City rebates. This language in the bid specifications shall include, but not be limited to:

“Electrical and Mechanical Contractors will be responsible for registering the project with local energy incentive rebate program (Rocky Mountain Power FinAnswers Express and/or Wattsmart). The rebate shall be turned over to Owner with the closeout submittals. Include time to fill out paperwork, submit information and attend inspections for the following items:

1. File "Letter of Intent" and/or "General Application" with Rocky Mountain Power prior to ordering equipment.

2. Submit a copy of Owner's electricity bill and provide Rocky Mountain Power with all required project information and calculations in the required formats.
3. File "Incentive Agreement" with Rocky Mountain Power.
4. Attend pre-installation inspection and assist inspector with obtaining pertinent information, as needed.
5. File revised "Project Proposal Form" noting the final fixture counts that were installed.
6. Attend post-installation inspection.
7. Verify that the project invoice aligns with the project proposal and submit a copy of the project invoice to Engineer with O&M manuals.”

j. Subconsultants.

1. The Consultant shall be responsible for procuring any necessary sub-consultant to complete the work, including but not limited to structural, mechanical, electrical, heating, ventilation, and air conditioning, geotechnical, and civil.
 2. The Owner and Consultant shall mutually approve, in writing, the use of any subconsultants that the Consultant desires to use.
 3. The Consultant shall be responsible for the administration, management, procurement, and payment of services provided by subconsultant(s).
- k. Reasonable efforts will be made by the City of Casper and the CAHC to collaborate and compromise on design characteristics that best serve users, but are also in the best interest of the City of Casper as the future operator of the expanded facility. However, in the event of an impasse between the City of Casper and the CAHC regarding a design feature, the City of Casper shall have ultimate decision-making authority.

B. SCHEMATIC DESIGN

- a. The Consultant will review the previous feasibility studies and conceptual design plans, gather stakeholder input from user groups, review revenue and expense drivers for the project, and verify systems to be used.

- b. The Consultant shall analyze the site for traffic flow, parking, access, circulation, and adjacent uses, review and consider geotechnical information and recommendations, review utilities, drainage, and storm water, review security and safety related to the project site, and review laws, codes, and regulations applicable to the Consultant's services. The City may require a traffic study to be performed to analyze pre-construction and post-construction conditions and necessary improvements in relation to each.
- c. The Consultant shall utilize the information gathered and analysis to develop no fewer than three (3) proposed design schemes. Each scheme shall include a cost estimate and design narrative that outlines the strengths and weaknesses and notable characteristics of each design.
- d. Consultant shall utilize City, CAHC, and other stakeholder input regarding proposed designs to determine the optimal design for the expansion project. The City shall direct the Consultant to proceed as the Consultant proposes in their design and project recommendations, or give input on desired revisions.
- e. Based on the project requirements agreed upon with the City and CAHC, the Consultant shall present for approval refinement or revisions to the preliminary design.
- f. The Consultant shall evaluate the project budget, project schedule and proposed procurement or delivery method and other information, each in terms of the other, to ascertain the requirements for the project.
- g. The Consultant shall consider environmentally responsible design alternatives, such as material choices and mechanical systems alternatives, within the constraints of the existing equipment, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's programs and schedule, as well as with a base bid construction budget for the project, which shall not exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000).
- h. Based on the approval of the preliminary design, the Consultant shall prepare Schematic Design Documents for the City's and CAHC's approval. The Schematic Design Documents shall consist of an updated estimate and timeline, as well as drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- i. Upon completion of the Schematic Design Phase, the Consultant shall request the City's approval of the Schematic Design Documents. If further revisions

to the Schematic Design Documents are required to comply with the desired schedule or the budget for the construction costs at the conclusion of the Schematic Design Phase, the Consultant shall incorporate the required revisions in the Design Development Phase.

C. DESIGN DEVELOPMENT

- a. Based on the approval of the Schematic Design Documents, and on the City's authorization of any adjustments in the project requirements, the Consultant shall prepare Design Development Documents for the City's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to describe the size and character of the project as to all utility and stormwater systems, site, paving, ADA/sidewalk, drainage, landscaping, architectural, structural, mechanical, refrigeration and electrical systems, fire protection, lighting, acoustic and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- b. The Consultant shall meet with City to develop building and utility detail requirements, including but not limited to: water, sanitary sewer, storm water, general material finishes, equipment needs, power requirements, energy options, phone/data/power termination points, refrigeration system needs, HVAC requirements and zoning, emergency back-up requirements, security and access, audio/video, etc. Consultant shall coordinate all design with all of the City's local utility providers.
- c. The Consultant shall meet with the City to identify basic furniture requirements for the City's procurement of tables, chairs, desks, workstations, cabinets, shelving, and other miscellaneous furnishings not built into the project. (NOT included are computers, printers, desk accessories, artwork, and similar items). The Consultant shall indicate the location of those items identified above on floor plans.
- d. The Consultant shall develop, "color" boards indicating finish materials, fabrics and colors, cost estimates, collection of vendors.
- e. Prior to the conclusion of the Design Development Phase, the Consultant shall submit the Design Development Documents to the City, regulatory agencies and departments. The Consultant shall meet to review the Design Development Documents and construction estimate.

- f. Upon completion of the Design Development Phase, the Consultant shall request the City's approval of the Design Development Documents.

D. CONSTRUCTION DOCUMENTS

- a. Based on the City's approval of the Design Development Documents, and on the City's authorization of any adjustments in the project requirements and the budget for the Cost of the Work, the Consultant shall prepare Construction Documents for the City's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.
- b. The Consultant shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the project.
- c. The Consultant shall prepare Construction Drawings and Specifications in accordance with the City of Casper "Standard Specifications for Street Construction," latest version and other City of Casper requirements.
- d. General Conditions and Supplemental Conditions of the Specifications shall be based on current City of Casper approved documents.
- e. The Consultant shall prepare architectural and engineering plan sheets (drawings) that have been approved and signed by the respective licensed Architect and Professional Engineers registered in the State of Wyoming. The plan sheets shall include the proposed area of renovations and new construction and all details necessary for construction, and other details necessary to insure safe passage for the public.
- f. The Consultant shall prepare a project manual, to publicly advertise and let bids for construction of the project, to include the following:
 - 1. Technical Specifications.
 - 2. Bid Schedule to accompany the Owner's Bid Form.
 - 3. Edited "front end" documents of the project manual supplied by the City Engineering Office. Documents supplied will consist of Advertisement for Bids, Instruction to Bidders, Performance and Payment Bonds, Bid Bond and Form, Agreement between Owner and Contractor, General Conditions, and Supplementary Conditions. Consultant shall review these documents and insert modifications where necessary. The Consultant shall affix its architect's stamp, date, and signature to the

front cover and drawings of the project manual and in accordance with Wyoming State Registration Statutes.

- g. In addition to other cost estimates provided as part of the Consultant’s services, the Consultant shall prepare a project cost estimate when construction documents are at approximately fifty percent (50%) complete, at ninety percent (90%) complete, and at the completion of the bidding documents.
- h. Consultant shall provide the City Engineering Office four (4) copies of the construction drawings and project manuals to be reviewed by City Staff at ninety percent (90%) complete.
- i. Upon the final review and incorporation of any required document revisions, the Consultant shall request the City’s approval of the Construction Documents.
- j. The Consultant shall prepare final drawings on a computer aided drafting format. Digital format shall be DXF/DWG and be compatible with AUTOCAD Version 2023 release or later. The Consultant shall also provide a final set of plans in 11x17 paper copy designated as “Bid Set” approved and signed by a licensed Professional Engineer registered in the State of Wyoming, and a complete set of plans electronically in a pdf format that can be printed as a complete set and to scale, ready for reproduction if needed and all CAD file s associated to the project. The project will be designed and presented to the City of Casper in accordance with Casper Municipal Code 16.16.020.

4. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 19th day of April, 2024.

5. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated by the Casper Amateur Hockey Club in an amount not to exceed a sum of Five Hundred Thirty One Thousand Eight Hundred Fifty Four Dollars (\$531,854).

The not-to-exceed cost is determined as follows:

Schematic Design	\$	160,454
Design Development		157,900
Construction Documents		<u>187,250</u>

Sub-total	\$	505,604
Expenses		<u>26,250</u>
Total Not-To-Exceed Cost	\$	531,854

6. METHOD OF PAYMENT:

All payments for any and all services rendered under this Contract shall be made by the Casper Amateur Hockey Club (CAHC). The City of Casper shall not be responsible for payment for services rendered for any reason whatsoever, including the failure of Casper Amateur Hockey Club to provide payment.

Payments will be made following completion of the terms set forth herein and receipt of an itemized invoice by the Casper Amateur Hockey Club, certified under penalty of perjury, from the Consultant for services rendered in conformance with the Contract, and following approval by the City of Casper and the Casper Amateur Hockey Club Board President. 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. Billings and payment will occur on a monthly basis.

7. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

8. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City, CAHC, 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 the parties' authorized representatives.

The City, CAHC, 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.

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
711E56C840E24B1

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Ray Pacheco
Mayor

Amanda Ainsworth
City Clerk

Signature Page for the Casper Amateur Hockey Club

WITNESS

CASPER AMATEUR HOCKEY CLUB

By: _____

Printed Name: _____

Title: _____

DocuSigned by:
By: Travis St. John
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Printed Name: Travis St. John

Title: CAHC President

Signature Page for the HTG Architects

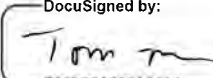
WITNESS

HTG Architects

By: _____

Printed Name: _____

Title: _____

DocuSigned by:
By:  _____
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Printed Name: Tom Moore

Title: CEO

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City of Casper or the Casper Amateur Hockey Club (CAHC) may terminate this Contract anytime by providing thirty (30) calendar days written notice to the other parties of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the CAHC for damages sustained by the City or the CAHC, by virtue of termination of the Contract by the Consultant, or any breach of the Contract by the Consultant, and the CAHC may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due 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 parties, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Consultant, which are pertinent to this Contract. The Consultant shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Consultant which are pertinent to this Contract. The Consultant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City. The CAHC shall be entitled to full use of all project materials for the exclusive purpose of fundraising for the future construction of the project.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of Wyoming with Statutory Limits.
 4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*
The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).
2. *Primary Coverage*
For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.
3. *Notice of Cancellation*
Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract

effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Consultant agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, no party to this Contract, nor their officers, directors, partners, employees, contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Contract. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. All parties shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Contract.

14. INTENT:

The Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Consultant shall perform all of the services for the compensation set forth in this Contract. The Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they

sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

RESOLUTION NO. 23-258

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES AND FUNDING AGREEMENT WITH HTG ARCHITECTS AND CASPER AMATEUR HOCKEY CLUB FOR THE DESIGN OF THE CASPER ICE ARENA EXPANSION PROJECT.

WHEREAS, since January 10, 2023, the Casper City Council has committed to working with private donors, led by the Casper Amateur Hockey Club, on the construction of an expansion to the Casper Ice Arena to add a second sheet of ice and related infrastructure; and,

WHEREAS, the City and the Casper Amateur Hockey Club desire to complete a design for the expansion project; and,

WHEREAS, the project requires professional services for the architectural and engineering work related to the design and development of construction documents for the expansion project and HTG Architects provides such ice arena design services; and,

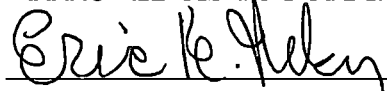
WHEREAS, the Casper Amateur Hockey Club agrees to pay all costs associated with the design of the project; and,

WHEREAS, the City of Casper, HTG Architects, and the Casper Amateur Hockey Club have agreed to the terms and conditions outlined in the Contract for Professional Services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper, HTG Architects, and the Casper Amateur Hockey Club for the design of the Casper Ice Arena Expansion Project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:

 _____


ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 8, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation and Public Facilities Director
Randy Norvelle, Parks Manager

SUBJECT: Authorizing a Lease Agreement with the Casper Mountain Racers Association for the Lease and Operation of the Casper Speedway

Meeting Type & Date

Regular Council Meeting
November 21, 2023

Action type

Resolution

Recommendation

That Council, by resolution, authorize a Lease Agreement between the City of Casper and the Casper Mountain Racers Association for the lease and operation of the Casper Speedway.

Summary

In September 2023, the City of Casper Parks, Recreation and Public Facilities Department advertised a request for proposals (RFP) from individuals or groups to lease and operate the sixty (60) acre automobile racing facility located at 2117 East Road in North Platte River Park, known as the Casper Speedway. The RFP process was pursued due to indications that more than one individual or group was interested in operating the facility. Casper Mountain Racers Association, the current property lessee, was the only group to submit a proposal for consideration.

The City of Casper Parks, Recreation and Public Facilities Department requests approval of a new lease agreement with the Casper Mountain Racers Association for the continued operation of the Casper Speedway facility. The Casper Mountain Racers Association has maintained and operated the Casper Speedway for the last three (3) years. They possess the necessary knowledge and experience related to dirt track racing and maintaining a facility of this nature and have established a good working relationship with City staff.

Changes from the previous lease are outlined below:

- Under the previous lease agreement, the Casper Mountain Racers Association paid an escalating rental rate for the leased premises each year, ending at \$1,000 for the 2022-2023 term. The City has established a more objective formula for the calculation of leased property based on the Natrona County Assessor's Tax Assessment of buildings and land. The current land assessment is valued at \$18.35/acre. The Casper Mountain Racers

Association leases 60 acres, which values the rent for the leased premises at \$1,100. The rental rate for subsequent renewals will be established based on the annual land assessment in effect at the time of renewal.

- The term of the previous lease was one (1) year with option to renew for two (2) additional one (1) year terms. The term of the new Lease will be for (1) year ending October 31, 2024, with the option of four (4) additional one (1) year terms under the same conditions.

Financial Considerations

Under the terms of the new lease, the rent will be \$1,100 for the 2023-2024 term year, which is a \$100 increase from the last year. The renewing annual rental rate will be based on the Natrona County Assessor's Tax Assessment at the time of renewal. The lease still requires payment to the City equal to 5% of the advertising fee charged per sign/banner placed at the facility by the Lessee.

Oversight/Project Responsibility

Randy Norvelle, Parks Manager

Attachments

Resolution

Lease Agreement



LEASE AGREEMENT

THIS LEASE AGREEMENT, hereafter "Lease" or "Agreement", entered into this ____ day of _____ 2023, between the City of Casper, Wyoming, a municipal corporation, hereinafter referred to as "City" or "**Lessor**," and Casper Mountain Racers Association, a Wyoming Corporation or a 501(c)(3) Non-Profit Corporation hereinafter referred to as "**Lessee**." This Agreement supersedes and replaces any previous agreements between the parties.

IN CONSIDERATION of the Lease, covenants, and conditions herein set forth, the **Lessor** and **Lessee** hereby covenant, promise, and agree as follows:

RECITALS:

- A. The City owns and operates the Casper Speedway, located at 1277 Amoco Road, Casper, Wyoming, 82601; and,
- B. **Lessee** desires to enter into a nonexclusive lease of the Casper Speedway and to reach other accommodations with the City, and the City is willing to enter into a nonexclusive lease with the Casper Mountain Racers Association and to define associated obligations of the parties as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. PREMISES:

- A. **Lessor** hereby agrees to lease to **Lessee**, and **Lessee** hereby agrees to lease from **Lessor**, for the term hereinafter provided, and any extensions thereafter, and upon the terms and conditions set forth in this Agreement, the property described as Casper Speedway, hereinafter referred to as the "premises." It is more specifically described with the attached metes and bounds legal description (Attachment A), and aerial map of the premises (Attachment B), together with the following fixed assets (Attachment C) and by reference made part of this Agreement.
- B. The "facility" is leased to **Lessee** in an AS IS CONDITION, WITHOUT WARRANTY, EXPRESSED, OR IMPLIED. By signing this Agreement, **Lessee** agrees it has inspected the premises and accepts the premises in its present condition.

2. PURPOSE:

The demised premises are leased to **Lessee** for the purpose of conducting automobile racing activities. Such automobile racing activities shall be conducted in a safe manner and shall conform to all federal, state, and municipal laws, and all regulations relating to the possession, use, or maintenance of the premises.

3. TERM:

- A. The primary term of this Agreement shall be one (1) year (“Primary Term”), starting on November 1, 2023, (“Commencement Date”) and ending at 11:59 P.M. on October 31, 2024. The Agreement may be extended for two (2) additional one (1) year extension terms (“Extension Term”) as described in this section below.
- B. The Extension Terms of this Agreement will be subject to the same terms and conditions herein set forth, by giving the **Lessor** sixty (60) days written notice of its intent to exercise each option prior to the end of the Lease term or any extension thereof. The request for Lease renewal shall be accompanied by the **Lessee’s** annual report.
- C. The Lease shall not be renewed until such time that all requested documentation has been submitted. Lessor shall have the right, within thirty (30) days after receiving the notice from Lessee, to give Lessee written notice that the Lessor rejects such renewal and in such event, this Lease shall terminate at the end of the Lease term, or any renewal thereof, in which such notice was given.

4. FEES:

Lessee shall pay to the **Lessor** as rent for the leased premises, the sum of One Thousand One Hundred Dollars (1,100.00) for the first year from November 1, 2023 through October 31, 2024. The annual fee is based on the Natrona County Assessor’s Tax Assessment for Rangeland Land Resource Area 3-4. The established fee for 2024 is One Thousand One Hundred Dollars (1,100.00) based on the current assessment. Each subsequent year will based on the most recent assessment.

5. ASSIGNMENT/SUBLEASING:

Lessee may not assign, sell, or transfer this Agreement in whole or part and may not sublet all or otherwise assign all or any part of the leased premises without the prior written consent of the **Lessor**. **Lessee** shall not allow another group or entity to use/share the rental space without written consent of the **Lessor**.

6. INVENTORY:

Within thirty (30) days of the execution of this Agreement by all parties hereto, and on or before October 31 of each term of this Agreement, the **Lessor** and the **Lessee** shall jointly prepare and maintain an updated annual inventory of equipment and fixtures (which shall be signed off by both parties), separately listing those items, number of items, and approximate value(s) of items belonging to the **Lessor** and those belonging to the **Lessee** on the leased premises. **Lessee** shall not remove any **Lessor**-owned equipment from the premises without express written permission

from the Parks, Recreation, & Public Facilities Director or the Director's designee.

7. TAXES AND ASSESSMENTS:

Lessee agrees to pay to the Natrona County Treasurer, on behalf of the **Lessor**, any and all taxes and assessments which may be assessed against the property, upon reasonable notice by the **Lessor**, as to the amounts due and owing as a result of **Lessee's** performance and activities under this Agreement.

8. NON-DISCRIMINATION:

The **Lessee** agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, creed, religion, national origin, age, sex, or ancestry.

9. SCHEDULING:

- A. **Lessee** shall be responsible for the scheduling of the Casper Speedway for all automobile racing related activities. **Lessor** may schedule any non-automobile activities based on the availability of the facility. **Lessee** shall provide the **Lessor** with a master schedule of all automobile racing activities at the premises and annual extension(s) within (14) of days of the execution of this Agreement.
- B. For any special events or tournaments that deviate from the master schedule, the **Lessee** must notify the **Lessor** of such changes at least fourteen (14) days in advance.

10. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer, pursuant to law, which shall impose any duty upon **Lessee** with respect to the real property and fixed assets. **Lessee** shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Agreement, or for the making of repairs, additions, alterations, or improvements.

11. INSURANCE, INDEMNIFICATION, AND IMMUNITY:

- A. **Lessee** shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or

in connection with the **Lessee's** operation and use of the leased premises. The cost of such insurance shall be borne by the **Lessee**.

B. *Minimum Scope and Limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location. The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage.
2. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.

C. *Property insurance* against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

D. *Higher Limits:* If the **Lessee** maintains higher limits than required under this Agreement, then the City shall be entitled to coverage for the higher limits maintained by the **Lessee**. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

E. *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, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the **Lessee** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **Lessee's** insurance at least as broad as ISO Form CG 20 10.

2. *Primary Coverage:*

For any claims related to this contract, the **Lessee's** insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects

the City of Casper, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the **Lessee's** insurance and shall not contribute with it.

3. *Notice of Cancellation:*

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4. *Waiver of Subrogation:*

Lessee hereby grants to the City a waiver of any right to subrogation which any insurer of said **Lessee** may acquire against the City by virtue of the payment of any loss under such insurance. **Lessee** 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. *Acceptability of Insurers:*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City of Casper.

6. *Self-Insured Retentions:*

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the **Lessee** shall obtain coverage to reduce or eliminate such self-insured retentions as respects the City of Casper, its officers, officials, employees, and volunteers; or the **Lessee** shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or 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.

8. *Verification of Coverage*

Lessee shall furnish the City of Casper with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **Lessee'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. *Special Risks or Circumstances*

The City of Casper reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. USE OPERATIONS PLAN:

The **Lessee**, prior to the execution of this Agreement, shall submit a Use Operations Plan to the Parks, Recreation, & Public Facilities Director or the Director's designee. The plan shall specify months, days, and hours of operation for those months, the responsible organizational contact(s) and the contact's telephone number(s), during which the subject property shall be available to the public for related property use activities. The plan shall pertain to the time period of the Lease, in the event the Parks, Recreation, & Public Facilities Director or its designee does not disapprove of the plan within thirty (30) days from the date of its submission, it shall be considered approved.

13. ADVERTISING:

- A. **Lessee** shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter at the facility and/or on the property. All advertising shall be subject to the City's right to accept or reject the same, including the right to accept or reject sponsors and advertising content, to ensure that any advertising placed at the facility and/or on the property is appropriate in connection with the intended use of the property and its related facilities. **Lessee** shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. Advertisement(s) cannot be pre-sold beyond the time periods or terms of the Agreement. It is understood that any approval by the City of advertising material shall not constitute a waiver of **Lessee** obligations concerning such violations or infringement. **Lessee** agrees to indemnify and hold the City harmless with respect to all claims without cost to the City.
- B. The **Lessor** will be entitled to 5% of the agreed upon advertising fee per

sign/banner. **Lessee** will be responsible for the full payment of 5% of the advertising fee in the agreement term. In the event of **Lessee's** failure to pay **Lessor** within seven (7) days of the end of this Agreement, the **Lessee's** lease shall be considered a default by the **Lessee** of the terms and conditions of this Agreement. The terms of the advertising fee agreement, fee structure and term limit will be approved by the Parks, Recreation, & Public Facilities Director or designee.

- C. The parties agree that all advertising placed at the premises and/or on the property is owned by the **Lessee** and shall remain the property of **Lessee**, and shall be subject to removal by **Lessee** at any time.

14. RIGHT TO ENTRY:

The **Lessor** reserves the right to enter the leased property for the purposes of maintenance, public safety, and other general inspections. **Lessee** will be notified 24 hours in advance of any non-routine, non-emergency inspections, and may accompany **Lessor's** representative during such inspections. All installed door locks on the premises will remain consistent with the City's master lock systems.

15. MAINTENANCE:

- A. **Lessee** shall, during the term of this Agreement, keep the leased premises in good order and repair commensurate with the operation of the **Lessee's** intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The **Lessee** must receive consent of the **Lessor** prior to the scheduled repairs. **Lessor** shall, during the term of this Agreement, provide services commensurate with the Lease fee identified in this Agreement. Those services are related to normal premises upkeep including, plumbing, electrical and mechanical repairs to existing equipment that exceed Seven Hundred Fifty Dollars (\$750.00) per repair. The **Lessee** will be responsible for all repairs Seven Hundred Fifty Dollars (\$750.00) per repair or less and will maintain the leased premises as further described below. The **Lessee** is liable for all damages that occur to the facility during this Lease term.
- B. **Lessee** shall ensure that the premises are maintained so as to present as visually pleasing appearance as possible. **Lessee** shall be responsible for all maintenance, including watering, and the removal and proper disposal of all litter and debris resulting from the conduct of the operation. The schedule of maintenance and cleaning of the Casper Speedway by the **Lessee** at its sole cost and expense will include, at a minimum:

Preseason:

- Fencing repairs.

- Grading and leveling of all parking areas and pit area.
- All buildings to be cleaned, repaired, and painted if necessary.
- Removal of litter, concrete, post, tires, glass, and loose debris.
- Storage area east of the Casper Speedway is to be sorted and unwanted items properly disposed of.
- All lights in buildings and on the track are to be checked and put in proper working order.

Weekly Maintenance during the Season:

- Removal of debris that has gathered, to include litter, tires, metal, vegetation, oil, paint, and concrete.
- Concession stands to be kept up to all health code standards. Appropriate health inspection certificate shall be on display.
- Fencing inspected and repaired.
- All buildings cleaned, interior and exterior, including, by not limited to: windows, floors, furnishings, fixtures and stairs.
- Portable restrooms after every event.
- Repairing any holes or washouts in the parking areas for spectator safety.
- Trash receptacles to be emptied, including all trash cans and dumpsters.

Post Season:

- All buildings to be appropriately winterized. Gates shall be locked. Buildings shall be locked and sealed from the elements. Plumbing systems shall be drained or appropriately protected from freezing.
- West concession stand septic tank to be emptied and or professionally winterized.
- All food including condiments, dried foods, beverages, canned items, and frozen foods will be removed from the premises.

- C. The **Lessee** shall make arrangements with the **Lessor** to perform two (2) formal walk-through inspections of the premises, one each to occur in the spring and fall. The spring and fall walk-through inspections will each have at least one representative of the **Lessee** and one representative of the **Lessor** in attendance. The representatives will review the physical conditions and cleanliness of the Casper Speedway premises, including its grounds, buildings, fences, and parking areas. The spring walk-through will be conducted thirty (30) days before the first scheduled event is to take place, and the fall walk-through will occur during the month of October. A walk-through detailing any problems will be produced by the **Lessor** and delivered to the **Lessee**. The **Lessee** and the **Lessor** will develop a mutually agreed upon schedule for addressing any identified problems.
- D. Materials that are used periodically, on a temporary basis, for the conduct of the

operation shall be neatly arranged and generally removed from the sight of the casual observer.

16. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

- A. The **Lessee**, at its sole cost, risk, and expense, may construct temporary facilities and fixtures for its benefit and the benefit of participants and spectators. Such facilities and fixtures shall meet all applicable city, state, federal regulations and requirements, and such other requirements as may be prescribed by the **Lessor**.
- B. The plans and specifications for any additional temporary facilities and fixtures shall first be submitted to the City's authorized representative for approval in accordance with existing City codes, prior to the construction. At the time of submission, the **Lessee** shall designate whether the facility or fixture is temporary, and for what period of time it will remain in use. The Parks, Recreation, & Public Facilities Director or its designee shall, in addition, have authority to approve or disapprove of all additional facilities or fixtures placed upon the leased premises.
- C. **Lessee** may, upon termination of this Agreement, remove all facilities or fixtures which it constructed and which are of a temporary nature, but must restore property and/or premises to conditions as they were prior to installation of the removed improvements.
- D. The **Lessor** reserves the right to make such improvements to the property, facilities, or fixtures as it may desire, upon reasonable notice to **Lessee**, provided the improvements do not substantially conflict with the use of the premises described herein, as determined by the Parks, Recreation, & Public Facilities Director or its designated representative.

17. SECURITY:

The **Lessee** will provide security personnel on site during events. Security personnel will be at least eighteen (18) years of age. Security personnel will have training or experience in techniques and methods for appropriately handling security issues, including, but not limited to, disruptive customers, threatening behavior, intoxicated individuals, and allegations of criminal activity. Then **Lessee** will keep a record of each security person's training and/or experience, and copies of these records will be sent to the **Lessor** upon request of the **Lessor**.

18. UTILITIES:

Lessee shall, at its own cost and expense, provide all utilities and services provided upon the leased premises, including but not limited to electricity, water and the servicing of restrooms, and shall pay for all charges as and when due.

19. DEFAULT:

- A. In the event **Lessee** shall fail to make any payment called for within fifteen (15) days after the same shall fall due, then **Lessor** may terminate this Lease by giving **Lessee** written notice of such termination; or, in the event the **Lessee** fails to perform any other obligations called for herein on his part to be performed, and upon notice duly given of such deficiency by **Lessor**, and upon **Lessee's** failure to cure such deficiency within fifteen (15) days after such notice, then **Lessor** may, by written notice to **Lessee**, terminate this Agreement, effective upon proper delivery or mailing of said written termination notice by **Lessor**.
- B. Upon such termination, **Lessor** shall be entitled to possession of the leased premises and all permanent improvements therein made by **Lessee** without any further notice or demand, and **Lessee** shall peacefully surrender the leased premises and all other permanent improvements therein made by **Lessee**. If **Lessee** shall refuse to surrender and deliver upon the possession of the premises, then **Lessor** without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefor, and without prejudice to any remedy allowed by law or equity.

20. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify **Lessor** against all legal costs and charges, including attorney's fees, in obtaining possession of the leased premises after a default of **Lessee** or after **Lessee's** default in surrendering possession upon the expiration or early termination of the term of this Agreement or enforcing any covenant of the **Lessee** herein contained. **Lessee** shall also be responsible for all costs required to either remove any temporary facility/fixture improvements or costs for **Lessor** to restore the property and premises to the original condition.

21. DESTRUCTION OF REAL PROPERTY OR FIXED ASSETS:

If the real property or fixed assets should be destroyed totally by fire or other cause, the tenancy created hereby shall be thereafter terminated. Real property and fixed assets not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the **Lessee** to repair, rebuild, or reimburse the **Lessor** to an equal to or better than condition or fairly compensate the **Lessor** in monetary value, as existed prior to the destruction of such real property or fixed assets.

22. SURRENDER OF REAL PROPERTY AND FIXED ASSETS:

Lessee shall, at the expiration of the lease term or any renewal thereof, or on termination thereof, surrender the leased premises free of subtenancies, liens, or other encumbrances, together with alterations and improvements which may have

been made thereon, except for temporary facilities or fixtures put in at the expense of the **Lessee** or at the expense of any subtenants, subject, however, to the subsequent provisions hereof. All the property removable, pursuant to the provisions of this paragraph, shall be removed by the **Lessee** at the expiration of the lease term, or any extension thereof, and all property not so removed shall be deemed abandoned by **Lessee**. **Lessor** has the option to purchase all of the removable property that the **Lessee** has acquired for the operation of the leased premises and facility operations at the termination or expiration of this Agreement. The purchase price shall be the depreciated value of assets at the time of termination or expiration of the Agreement.

23. OPERATIONS:

Lessee shall have the right to solicit offerings and contributions from spectators and charge admission for **Lessee**-sponsored events. The details of its plan for same shall be submitted by the **Lessee** as part of the Annual Operations Plan and at such other times as may be convenient for the parties. All funds collected by the **Lessee**, by way of contributions or admission charges, shall be used solely for the purpose of promoting, maintaining, and continuing operations for the purposes of this Agreement including, but not limited to, defraying operating expenses, purchasing equipment, and improvement of the facilities. **Lessee** shall keep and maintain proper records reflecting all revenues and expenditures, and shall make an Annual Financial Report to the **Lessor** following the close of each year as part of the Annual Operations Plan.

24. NOTICE:

Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Casper
Parks Division
1800 East K Street
Casper, Wyoming 82601

Caper Mountain Racers Association
Attn: Chris McAuley
1404 Birch Street
Casper, Wyoming 82604

25. WAIVER:

No failure by **Lessor** to insist upon the strict performance of any terms or conditions of this Lease, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or a partial rent during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this Agreement. No term or condition of this Lease required to be performed by **Lessee**, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by **Lessor**. No waiver of any breach shall affect or alter any

term or condition of this Lease, and such term or condition shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

26. ENVIRONMENTAL COMPLIANCE:

- A. **Lessee** shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. **Lessee** shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to **Lessor** copies of the permits upon request. **Lessee** shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). **Lessee** shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or groundwater at or near the property. **Lessee** shall manage all hazardous substances and chemicals that it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. **Lessee** shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of **Lessee's** lawful operations on the property. In addition, **Lessee** shall comply with all laws, regulations, and standards applicable to those substances.
- B. **Lessee** shall immediately advise **Lessor** in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against **Lessee** or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) **Lessee's** discovery of any occurrence or condition on the property which might subject **Lessee**, **Lessor**, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.
- C. **Lessee** shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to **Lessor** and to the proper authorities. **Lessee** shall advise **Lessor**, upon request of all such investigations which had been made, the dates of such investigations, and the method of investigation. These investigations shall be made by **Lessee** not less than on a monthly basis. **Lessee**, in addition, shall take all reasonable precaution to prevent the dumping, discharge, or threatened discharge of any hazardous

substance on the property by any third persons, and shall advise the **Lessor** in writing, upon request, of all such precautions which have been taken.

27. GOVERNING LAW:

This Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

28. MISCELLANEOUS COVENANTS:

- A. Time is of the essence in this Agreement and all obligations shall be performed in a timely manner.
- B. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

29. TERMINATION OF LEASE AGREEMENT:

The City or Casper Mountain Racers Association may terminate this Agreement anytime by providing thirty (30) days written notice to the City or Casper Mountain Racers Association of intent to terminate said Agreement. Notwithstanding the above, the Casper Mountain Racers Association shall not be relieved of liability to the City through damages sustained by the City, by virtue of termination of the Agreement by Casper Mountain Racers Association or any breach of the Agreement by Casper Mountain Racers Association.

30. WYOMING GOVERNMENTAL CLAIMS ACT:

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

31. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement or to bring an action for the breach of this Agreement.

32. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties and it is agreed that neither **Lessor** nor anyone acting on its behalf has made any statements, promise, or agreement, or taken upon itself any engagement whatever, orally, or in writing, in conflict with the terms of this Agreement of that in any way modifies, varies, alters, enlarges, or invalidates any of its provisions, and that no obligation of **Lessor** shall be implied in addition to the obligations herein expressed.

The Remainder of this Page is intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written.

APPROVED AS TO FORM:

DocuSigned by:
Wallace Trembath
711256C0402E261

ATTEST:

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

WITNESS:

LESSEE:

Casper Mountain Racers Association
1404 Birch Street
Casper, WY 82604

By: _____

Printed Name: _____

Title: _____

DocuSigned by:
Chris McAuley
2C9A87D700F3AB
By: _____

Printed Name: Chris McAuley

Title: President

Attachment A

Legal Description

The property cover by this lease is located within Sections 33 and 34, Township 34 N., Range 79 W., with the following metes and bounds description:

Commencing at the northwest corner of Section 34, Township 34 N., Range 79 W., being the Point of Beginning; thence east a distance of 500.00 feet to the northeasterly corner of the property; thence south a distance of 1,095.00 feet, more or less, to the southeasterly corner of the property; thence west and south a distance of 364.00 feet, more or less, to a point representing the north end of the entrance gate; thence south a distance of 93.00 feet, more or less, to the southerly boundary of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 34 N., Range 79 W.; thence west 160.00 feet, more or less, to a point along the section line common to Section 33 and Section 34, Township 34 N., Range 79 W.; thence south a distance of 200.00 feet to a point; thence west a distance of 1,860.00 feet, more or less, to the east right-of-way fence of East Road, being the southwesterly corner of the property; thence north and east along said east right-of-way fence a distance of 1,900.00 feet, more or less, to the northerly boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 34 N., Range 79 W., being the northwesterly corner of the property; thence east a distance of 1,200.00, more or less, to the Point of Beginning and containing 60 acres, more or less.

AMOCO RD

Attachment "B"

Aerial view of the Casper Speedway

CASPER SPEEDWAY
NORTH PLATTE RIVER PARK
CASPER, NATRONA COUNTY
60 ACRES
SECTIONS 33 & 34, T34N., R79W.
OF THE 6TH PRINCIPAL MERIDIAN

EAST RD

1200'

1800'

1860'

200'

160'

364'

1095'



Attachment C

The City will make available all physical fixed assets currently on the premises that include the following major items:

1. 1/2 mile oval dirt track. The track may be classified as “dry, slick” with a high clay shale content with low water absorptivity. This is perhaps the most important maintenance problem with the track, since it requires frequent water and grooming to maintain a suitable track surface.
2. Concession building with potable water.
3. Pit building with “sky box” VIP seating above.
4. Pit shed with drive in window.
5. Bleachers with an estimated seating capacity of 1,500.
6. Merchandise shed.
7. Gate building.
8. Unpaved parking areas.
9. Track lighting.
10. Barrier walls and perimeter fencing.
11. Scale House with vehicle scale.
12. Observation/announcer’s booth.
13. Amplifiers and announcer’s equipment.
14. On-site, non-domestic, non-potable water supply for track watering.

RESOLUTION NO. 23-259

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER MOUNTAIN RACERS ASSOCIATION, FOR THE OPERATION OF THE CASPER SPEEDWAY.

WHEREAS, the City of Casper is the owner of the Casper Speedway in North Platte Park, and all the facilities and fixtures thereto; and,

WHEREAS, Casper Mountain Racers Association has expressed an interest in operating the Casper Speedway; and,

WHEREAS, Casper Mountain Racers Association, is ready, willing and able to operate the Casper Speedway; and,

WHEREAS, the City of Casper desires to enter into a Lease Agreement with the Casper Mountain Racers Association to operate the Casper Speedway.

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 Lease Agreement with Casper Mountain Racers Association, for the operation of the Casper Speedway.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:




CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

City Clerk

Ray Pacheco
Mayor

October 26, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer
Zulima Lopez, Parks, Recreation and Public Facilities Director

SUBJECT: Casper Area Parks and Recreation Master Plan Professional Services Agreement

Meeting Type & Date

Regular Council Meeting
November 2023

Action type

Resolution

Recommendation

That Council, by Resolution, approve a Professional Services Agreement between the City of Casper and RDG Planning and Design, for the completion of a Casper Area Parks and Recreation Master Plan.

Summary

Having a great parks and recreation system is the hallmark of a vibrant community. The development of a truly effective parks and recreation system, however, requires strategic planning, analysis, and collaboration. A parks and recreation master plan is a comprehensive, long range strategy for the creation, optimization, and maintenance of a community's leisure assets, programs, and services.

The City of Casper was successful in an application for a grant from the Natrona County Recreation Joint Powers Board (NCRJPB) in the amount of One Hundred Thousand Dollars (\$100,000) to assist in funding a parks and recreation master plan. In February 2023, City Council approved the acceptance of the grant, as well as a plan for City of Casper staff to engage neighboring entities to participate in the parks and recreation master planning project, including a proportionate financial contribution.

Since that time, representatives from the City of Casper, City of Mills, Natrona County, Natrona County School District, Town of Evansville, Town of Bar Nunn, and Visit Casper have worked collaboratively to execute a Memorandum of Understanding (MOU) between all parties that defined the desired scope of work for the Master Plan and detailed the responsibilities of each entity to contribute to the project. The MOU was fully executed, with Casper City Council as the final approver, on August 15, 2023.

Shortly after execution of the MOU, the group advertised a Request for Proposals (RFP) and conducted interviews with three (3) firms that submitted proposals as shown below.

RDG Planning and Design (RDG)	\$199,885
BerryDunn	\$199,738
Ayres Associates Inc.	\$147,980

RDG Planning and Design’s proposal met the objectives of the project and the required budget. RDG also partnered with a local engineering firm, CEPI, which the group felt added value to their proposal, especially with regard to the local engagement efforts that will be needed for a successful plan. The partner agencies request to utilize RDG Planning and Design for the project.

Financial Considerations

The budget of the Casper Area Master Plan is Two Hundred Thousand Dollars (\$200,000). Per the MOU, the City of Casper will execute and administer the contract for the consultant, then invoice each participating entity its contributing to the cost of the master plan as follows:

- Natrona County – 7.5%, \$15,000
- Visit Casper – 5%, \$10,000
- City of Mills – 5%, \$10,000
- Natrona County School District – 5%, \$10,000
- Town of Bar Nunn – 1.5%, \$3,000
- Town of Evansville – 1%, \$2,000

The NCRJPB grant provides One Hundred Thousand Dollars (\$100,000) toward the project and is included as part of the City of Casper’s Seventy Five Percent (75%), or One Hundred Fifty Thousand Dollar (\$150,000) contribution to the master plan. The Fifty Thousand Dollar (\$50,000) balance of the City’s contribution is approved in the FY24 budget as a one-time expense from the Direct Distribution Fund.

Oversight/Project Responsibility

Zulima Lopez, City of Casper (Project Manager for the Master Plan)
Michael Brown, Natrona County
Sabrina Kemper, City of Mills,
Steve Ellbogen, Natrona County School District
Tyler Daugherty, Visit Casper
Tyler Martin, Town of Bar Nunn
Robert Lewallen, Town of Evansville

Attachments

Professional Services Agreement
Resolution

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this _____ day of November, 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. RDG Planning & Design Inc., 301 Grant Avenue, Des Moines, Iowa, 50309 (“Consultant”).

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 develop a Casper Area Parks and Recreation Master Plan.

B. The project requires professional services for an asset inventory and condition report, public engagement, research, and analysis necessary to produce a unified strategic master plan that informs the short-term and long-term development and maintenance of parks and recreation offerings in Casper and the surrounding area.

C. The Consultant represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.

D. The City desires to retain the Consultant for such services.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein to be performed, the parties agree as follows:

1. SCOPE OF SERVICES:

A. The Consultant agrees to perform all the services hereunder, using reasonable skill and judgement in accordance with sound business and professional standards. The Consultant agrees to keep the City of Casper thoroughly informed of its progress through monthly written reports. The Consultant shall also maintain accurate records of hours dedicated by each employee relating to its services in connection with this project.

B. The Consultant agrees to perform, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the City and its project

partners, the services as set forth in “Exhibit A - Scope of Services” which is attached hereto and hereby made a part of this Agreement. Minor adjustments in the emphasis and scope of each task may be made by mutual written agreement between the City of Casper and the Consultant.

2. TIME OF PERFORMANCE:

The services of the Consultant shall be undertaken and completed on or before the 31st day of July, 2024. The completion date may be extended by mutual written agreement between the City of Casper and the Consultant, for delays resulting in adjustments in scope, inclement weather that interferes with planned site visits, or other circumstances determined by the City of Casper to justify an extension.

3. COMPENSATION:

A. In consideration of the performance of services rendered under this Contract, the Consultant shall be compensated for services performed in accordance with paragraph 1, not to exceed a lump sum professional services fee of Two Hundred Thousand Dollars (\$200,000), including reimbursable expenses.

B. The reimbursable travel, sustenance and printing expenses which may be covered by the City of Casper shall not exceed a sum of Twelve Thousand Dollars (\$12,000).

C. Invoices shall be accepted on a monthly basis on a percent complete basis for services provided in the prior month.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Consultant for services rendered in conformance with the 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. Invoices will be payable within forty-five (45) days of receipt.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

This Contract represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations, or agreements, either

written or oral. The Contract may be amended only by written instrument signed by both the City's and the Consultant's authorized representatives.

The City and the Consultant each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Contract as of the day and year above.

[Signature Pages Follow]

Signature Page for the City of Casper

APPROVED AS TO FORM

DocuSigned by:
Wallace Trembath
711E56C840E24B4

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Ray Pacheco
Mayor

Amanda Ainsworth
City Clerk

Signature Page for the Consultant


WITNESS

By: _____

Printed Name: _____

Title: _____

CONSULTANT

By:  _____
5D55CE76CD6A4ED

Printed Name: Scott Crawford

Title: Principal

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the Consultant of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Consultant under this Contract shall, at the option of the City, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Consultant, or any breach of the Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the City and the Consultant, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access 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 limited to the time of performance outlined in this agreement.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Consultant under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this agreement, they will be turned over to the City provided that, in any case, the Consultant may, at no additional expense to the City, make and retain such additional copies thereof as the Consultant desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Consultant be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Consultant under this Contract are confidential and shall not be made available to any individual or organization by the Consultant without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Consultant represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Consultant, or under its supervision, and all personnel engaged in the work shall be appropriately qualified. All personnel employed by the Consultant shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONSULTANT:

The Consultant shall not employ any Subconsultant to perform any services in the scope of this project, unless the Subconsultant is approved in writing by the City. Any approved Subconsultant shall be paid by the Consultant.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to** the commencement of work, the Consultant shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its Subconsultants, agents, representatives, or employees.

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.
 3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.
- C. *Higher Limits.* If the Consultant maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Consultant's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Consultant as respects the City, its officers, elected and appointed officials, and employees.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

5. *Deductibles and Self-Insured Retentions* The Consultant has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Consultant shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Consultant is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Consultant shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.* However,

the Consultant's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Consultant shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subconsultants*

The Consultant shall require and verify that all Subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the City is an additional insured on insurance required from Subconsultants.

10. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Consultant agrees to indemnify the City, the City's employees, elected officials, and appointed officials, and all additional insured and hold them harmless from liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Consultant and any Subconsultant thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City's employees, elected officials, appointed officials, or agents be liable under this Contract to the Consultant or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b)

whether or not the Consultant was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Consultant represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Consultant shall perform all of the services for the compensation set forth in this Contract. The Consultant also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Consultant agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

Exhibit A – Scope of Services

1. Project Administration

- A. **Project Management Meetings:** The City’s Project Manager and up to two additional members of the Steering Committee will participate in bi-weekly Project Management meetings with Consultant’s Project Manager. The group is expected to meet twelve (12) times throughout the duration of the project to review project progress.
- B. **Stakeholder Listing:** Consultant will work with the Project Manager to review, verify and complete a stakeholder listing for use during the establishment of the strategic direction, steering committee meetings, and stakeholder/community engagement.
- C. **Technical Committee:** One to two meeting(s) will be held with relevant staff from each of the participating entities to capture staff insights, challenges, and opportunities regarding park maintenance strategies. Meetings may be on site in Casper or virtual.
- D. **Steering Committee:** The Steering Committee will be comprised of up to eight (8) members from all participating agencies. Members may assign an alternate to represent their agency if absence is expected. The Steering Committee will be tasked with ensuring the vision is maintained throughout the course of the project and will provide guidance on recommendations, approvals, approach, and process. The Steering Committee is expected to meet six (6) times during the project. Meetings may be on site in Casper or virtual.
- E. **City Council Meetings:** The Consultant will participate in up to two (2) Casper City Council or joint Work Session Meetings to present on the project to participating jurisdictions. At least one (1) meeting will be utilized to present the final master plan draft, which will kickoff the 30-day public comment period. Meetings may be on site in Casper or virtual.

2. Community Engagement

Establish and execute a complete public engagement process which assures the voices of stakeholders and community residents contribute to the master planning efforts. Various elements will be utilized during each phase of the project. Elements will include:

- A. **Strategic Direction:** Consultant will conduct one-on-one or small group interviews with each Steering Committee member, Technical Committee member, and select local stakeholder organizations. These discussions will focus on past challenges and/or gaps as well as future opportunities and/or goals for recreation in the Casper area and will be formatted into a series of themes that will guide the project’s direction. Consultant is expected to hold up to twenty-four (24) meetings and devote between twelve (12) and eighteen (18) hours on this task. Meetings can be conducted by telephone, through a virtual platform, or in person. Efforts will be made to conduct meetings in person where possible.
- B. **Custom Project Website.** The City of Casper will create a custom project website that can either be imbedded within each participating entity’s webpages or can be accessed

through a custom URL established for the project. The website will include a public comment map that allows for public engagement as well as a “Virtual Open House” with interactive boards for people to provide input. Consultant will update content for the website as a center for project information, communication, and public input. Consultant will prepare content and provide it to the City of Casper four (4) times during the project, at milestones mutually agreed to by the parties.

- C. **Online Survey.** Consultant will create and deploy one (1) online survey (with an approximate completion time of ten (10) minutes) to expand the reach of engagement participants. Consultant will work with participating agencies to develop survey questions and deployment methods prior to survey deployment.
 - D. **Social Media.** Consultant will work with the Steering Committee to develop content on higher-profile, public-facing events for social media portals to advertise public events and workshops. Consultant will provide content for two (2) open houses and the survey launch. The City of Casper and other participating agencies will be responsible to post the content created by the Consultant. Participating agencies are also responsible for the costs to boost social media advertising to increase reach.
 - E. **Open Houses.** Consultant will host no fewer than two (2) in-person open houses and utilize the virtual open house to educate the public as to project and to elicit their comments and feedback regarding the current and future parks and recreation system.
 - F. **Public Comment Period:** Consultant will work with the City to post the master plan document on the project’s website and facilitate collection of public comment that will be incorporated into the master plan final draft.
- 3. Virtual kickoff meeting with Steering Committee.** Consultant will review the scope and public engagement plan, determine steering committee goals, and gather existing related information.
- 4. Review of existing documentation.** Consultant shall review previous related studies and reports as well as owner-provided asset inspection reports to identify and note current and future areas of concern or opportunity.
- 5. Inventory and Existing Condition Assessment**
- A. **Park and Recreation Asset Inventory.** The City of Casper will provide the Consultant with a GIS shapefile showing the bounds and limits of the 87 parks (see list at the end of Exhibit A), included within the study area along with a high-resolution aerial photograph. Each park will be classified by the owners to include the official name, park area, and jurisdiction. Using this information as a baseline, Consultant will complete a desktop inventory of the following physical features for each park:
 - i. **Recreation Fields:** Identify the primary field use (e.g. Softball, Little League) and a count of each field type. Also identify the secondary use if a secondary use is immediately apparent through an evaluation of aerial photographs.
 - ii. **Sport Courts:** Identify the primary court type and a count of each. Also identify the secondary use, if apparent.

- iii. Restrooms: Identify each park's restroom facilities, as applicable. For restroom buildings, identify each building's approximate square footage.
- iv. Park Buildings and Structures: Identify each building's use and approximate square footage.
- v. Parking Lot: Identify the parking lot area by square foot and an approximate parking stall count for each parking lot.
- vi. Park Drives: Identify the length of the drive and the approximate square footage.
- vii. Playgrounds: Identify the approximate square footage of the playground area (the limits of mulch or rubber surfacing) along with a list of primary play features.
- viii. Aquatic Features: Identify the type of aquatic features along with an approximate area of each feature.
- ix. Skate Park: Identify the approximate square footage of the skate park area along with a list of primary features.
- x. Miscellaneous Park Features: Identify additional park features that have a significant park program function associated with them. Examples include public art or monument signs.
- xi. Summary: Upon completion of the desktop summary, the information will be shared with the Steering Committee for review and comment.

B. Park and Recreation Asset Assessment

- i. Consultant will conduct visual assessment of each park (and the primary amenities identified in 3C, of this scope) included within the asset inventory. Consultant will rank each amenity on a scale of 1 to 5 along with a classification of its purpose (competitive sports, recreation, leisure).
 - ii. Existing Condition Technical Memorandum
 - 1. For each property inventoried, the consultant will provide a brief paragraph of the primary and secondary uses / features along with a list of key distinguishing features (as applicable). Consultant will provide a condition assessment for the overall park's quality in addition to amenity scores as described in B.i. above.
- C. Online survey.** Consultant will gain feedback related to existing and future parks and recreation system features and programming and utilize relevant feedback to help inform the asset assessment.
- D. Public Open House:** Consultant will give a presentation relaying to the community what the objective of the project is and creating an opportunity for public input on the existing parks and recreation system. Relevant feedback will be utilized to help inform the asset assessment.

6. Recreation Program Inventory and Analysis

- A. Inventory and assessment of provided programs within the study area to include the following:**
- i. Market Analysis with demographics and participation statistics
 - ii. Recreation Facility Trends & Comparison of similar communities:
 - iii. Recreation Programs Analysis
 - iv. Other providers assessment
 - v. Recreation Trends

- vi. Review of existing programs and participation numbers
 - vii. Program inventory for youth, teens, adults, seniors, and the family unit
 - viii. Program partners analysis
- B. Consultant will develop a technical memorandum summarizing the findings and conclusions, including a strength and weakness analysis, recommendations for the future, and required staffing changes and key priorities, by jurisdiction.

7. Park Planning

- A. Park Plan Development. Using the existing program summary, the demographic and distribution analysis along with the results of public engagement, Consultant will complete a preliminary park program analysis to identify additions, subtractions or amendments to each park's offerings.
- i. The proposed changes will be presented through a virtual steering committee meeting and then further refined through a park plan work session.
- B. Park Plan Work Session. Consultant will participate in a two (2) day work session to discuss, evaluate and finalize the changes to the park system.
- C. Final Park Plan presentation. Consultant will present its final changes to the Steering Committee.
- D. Final Park Plan. Consultant will create a Final Park Plan, including the primary service offerings and a summary of the proposed changes in matrix format.

8. Operations and Maintenance

- A. Using the results of the participating entities conversations and the outcomes of the *Park Plan* development, Consultant will evaluate expenditure levels, revenue amounts and sources and identify areas of concern or where improvements are necessary.
- B. Consultant will create a technical memorandum summarizing the findings and recommendations, including recommendations for future staffing changes, prioritized actions and high-level budget impacts, by jurisdiction.

9. Park Vignettes, Demonstrations

- A. Consultant will work with the Steering Committee to identify three (3) high priority demonstration projects that will be featured in the plan, illustrating how the master plan concepts can be applied currently and into the future. These park concepts will be conceptual in nature and will be subject to further review by impacted agencies.
- B. Consultant will develop one (1) concept for each park with up to two (2) revisions. Each park concept will be developed in plan view on an oversized 24 x 36 exhibit. Final concepts will be overlaid on aerial photography for context.

10. Finalize Master Plan

- A. Written draft master plan document. Consultant will prepare a draft of the master plan for a 30-day public comment period. Master plan document shall include the following, at a minimum:
- i. Collective mission and vision, overarching themes, and key performance indicators.

- ii. Summary report on current community sentiment regarding area parks and recreation, needs and wants, interest in expanding outdoor recreation and youth sports, and preference (if any) regarding private vs. public recreation offerings.
 - iii. Review of current amenities and programs, services, and maintenance standards, with recommended strategies to deploy for strategic growth and sustainability.
 - iv. Analysis regarding overserved or underserved areas within the project area, and recommended action steps to address problem areas.
 - v. Recommendations for projects to consider to achieve short-term and long-term goals, as well as current and future collaboration and partnership opportunities regarding proposed projects.
 - vi. Proposed communication plan for master plan results that recommends where information is kept and how it is distributed. The communication plan should advise on communication/branding strategies for future projects.
- B. Capital plan. Consultant will work with Steering Committee to develop a capital plan for proposed improvements delineated in the master plan. Plan will be separated into key milestones at 5, 10, 15, and 20 years. Capital plan will include cost estimates for proposed improvements as well as identify possible funding sources for various projects.
- C. Public Presentation. Consultant will present the draft master plan document to the public and jurisdictional boards or councils, in accordance with 1.E. of this Scope of Work.
- D. Final draft master plan document. Consultant will package and share the final Casper Area Parks and Recreation Master Plan, including updates made with feedback from the 30-day public comment period.

Park and Recreation Asset Inventory List

Asset Name	Description	Ownership
13TH & SYCAMORE	Athletics - Casper	City of Casper
ADAMS PARK	Casper Neighborhood Park	City of Casper
ALTA VISTA PARK	Casper Neighborhood Park	City of Casper
AMOCO PARK	Casper Community Park	City of Casper
BUCKBOARD PARK	Casper Neighborhood Park	City of Casper
CASPER DISC GOLF COURSE	Disc Golf Course	City of Casper
CENTENNIAL PARK	Casper Community Park	City of Casper
CITY PARK	Casper Neighborhood Park	City of Casper
CONWELL PARK	Casper Neighborhood Park	City of Casper
CROSSROADS ADVENTURE PLAYGROUND	Casper Community Park	City of Casper
CROSSROADS PARK	Athletics - Casper	City of Casper
DALLASON PARK	Casper Neighborhood Park	City of Casper
EASTDALE PARK	Casper Neighborhood Park	City of Casper
FAIRDALE PARK	Casper Neighborhood Park	City of Casper
FIELD OF DREAMS	Athletics - Casper	City of Casper
FORT CASPAR PARK	Casper Community Park	City of Casper
FREEDOM PARK	Casper Neighborhood Park	City of Casper
FUN VALLEY PARK	Casper Neighborhood Park	City of Casper
GARDEN CREEK PARK	Casper Neighborhood Park	City of Casper
GOODSTEIN PARK	Casper Neighborhood Park	City of Casper
GREEN MEADOWS PARK	Casper Neighborhood Park	City of Casper
HARDEN PARK	Casper Neighborhood Park	City of Casper
HIGHLAND PARK	Casper Community Park & Rec Complex	City of Casper
HORIZON DOG PARK	Dog Park	City of Casper
HUBER PARK	Casper Neighborhood Park	City of Casper
INTERSTATE PARK	Casper Mini Park	City of Casper
K STREET SKATEPARK	Skate Park	City of Casper
KIWANIS PARK	Casper Mini Park	City of Casper
LONG PARK	Casper Neighborhood Park	City of Casper
MARION KREINER PARK	Casper Neighborhood Park	City of Casper
MATT CAMPFIELD PARK	Casper Neighborhood Park	City of Casper
McKENZIE DOG PARK	Dog Park	City of Casper
MEADOW PARK	Casper Neighborhood Park	City of Casper
MEADOWLARK PARK	Casper Neighborhood Park	City of Casper
MORAD PARK	Dog Park	City of Casper
NANCY ENGLISH PARK	Casper Neighborhood Park	City of Casper
NORTH CASPER PARK	Athletics - Casper	City of Casper
NORTH MIKE SEDAR PARK	Athletics - Casper	City of Casper
PARADISE VALLEY PARK	Casper Neighborhood Park	City of Casper

PATTERSON-ZONTA PARK	Casper Mini Park	City of Casper
RIVERVIEW PARK	Casper Neighborhood Park	City of Casper
SAGE PARK	Casper Neighborhood Park	City of Casper
SOUTH MIKE SEDAR PARK	Casper Community Park	City of Casper
SOUTHRIDGE PARK	Casper Neighborhood Park	City of Casper
SUZIE MCMURRY PARK	Casper Neighborhood Park	City of Casper
VERDA JAMES PARK	Casper Neighborhood Park	City of Casper
VETERANS PARK	Casper Neighborhood Park	City of Casper
WASHINGTON PARK	Casper Community Park/Athletics	City of Casper
WELLS PARK	Casper Community Park	City of Casper
WERNER PARK	Casper Mini Park	City of Casper
WESTWOOD PARK	Casper Neighborhood Park	City of Casper
WOLF CREEK PARK	Casper Neighborhood Park	City of Casper
YESNESS PARK	Casper Community Park	City of Casper
FIRST STREET PARK		City of Mills
FREDEN PARK		City of Mills
NORENE KILMER PARK		City of Mills
SUNNY ACRES PARK		City of Mills
STONEKING PARK		Evansville
EAGLE PARK		Evansville
RESHAW PARK		Evansville
BEARTRAP		Natrona County
ROTARY PARK		Natrona County
HIGH PLAINS PARK		Bar Nunn
ANTELOPE PARK		Bar Nunn
COMMUNITY PARK		Bar Nunn
HERITAGE PARK		Bar Nunn
ROMMIE NUNN PARK		Bar Nunn
CASPER TENNIS COMPLEX		NCSD
BAR NUNN ELEMENTARY SCHOOL		NCSD
CASPER TENNIX COMPLEX		NCSD
COTTONWOOD ELEMENTARY SCHOOL		NCSD
CRESTHILL ELEMENTARY SCHOOL		NCSD
EVANSVILLE ELEMENTARY SCHOOL		NCSD
FORT CASPAR ACADEMY		NCSD
JOURNEY ELEMENTARY SCHOOL		NCSD
KELLY WALSH HIGH SCHOOL		NCSD
LINCOLN ELEMENTARY SCHOOL		NCSD
MANOR HEIGHTS ELEMENTARY SCHOOL		NCSD
NATRONA COUNTY HIGH SCHOOL		NCSD
OREGON TRAIL ELEMENTARY SCHOOL		NCSD
PARADISE VALLEY ELEMENTARY SCHOOL		NCSD
PARK ELEMENTARY SCHOOL		NCSD

PINEVIEW ELEMENTARY SCHOOL		NCSD
SAGEWOOD ELEMENTARY SCHOOL		NCSD
SOUTHRIDGE ELEMENTARY SCHOOL		NCSD
SUMMIT ELEMENTARY SCHOOL		NCSD
VERDA JAMES ELEMENTARY SCHOOL		NCSD
WOODS K-8 SCHOOL		NCSD

*Asset areas total (87) locations.

RESOLUTION NO. 23-260

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH RDG PLANNING & DESIGN, INC., FOR THE DEVELOPMENT OF A CASPER AREA PARKS AND RECREATION MASTER PLAN.

WHEREAS, on July 1, 2023, a Memorandum of Understanding was established between the City of Casper, City of Mills, Natrona County, Natrona County School District #1, Town of Evansville, Town of Bar Nunn, and Visit Casper to participate and contribute to a project to complete a Casper Area Parks and Recreation Master Plan; and,

WHEREAS, the project requires professional services to produce a unified and strategic master plan that informs the short-term and long-term development and maintenance of parks and recreation offerings in Casper and the surrounding area; and,

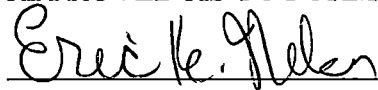
WHEREAS, RDG Planning & Design, Inc., provides such park and recreation master planning services; and,

WHEREAS, the City of Casper and RDG Planning & Design, Inc., have agreed to the terms and conditions outlined in the Contract for Professional Services and to the Scope of Services outlined in Exhibit A of the Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services between the City of Casper and RDG Planning & Design, Inc., in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the completion of the Casper Area Parks and Recreation Master Plan.

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

November 7, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Chief of Staff *FT*
Amanda Ainsworth, City Clerk *AA*
SUBJECT: Selection of Council Leadership & Removal

Meeting Type & Date

Council Meeting
November 21, 2023

Action Type

Resolution

Recommendation

That Council, by resolution, authorize and approve the the Council Leadership Election Process.

Summary

According to Charter Ordinance No. 22-97, City Council elects a Mayor and Vice-Mayor (Vice President of Council) each year at the first meeting in January. In the past, Council has used a straw poll process to select the Mayor and Vice Mayor that would be voted on during the first Council meeting of the year. This process begins by Councilors nominating a Mayor and Vice Mayor.

Recently, beginning in 2021, there were several names on each straw poll ballot, which could have resulted in a tie or a lack of a majority. The options to avoid this would be to do a run off or use rank choice voting. Staff suggested the ranked choice voting in 2021 in order to simplify the process and not require Council to revote, or to have to announce which nominee would be removed from the ballot and then revote. Council approved using this method and did so for a few years.

In February, 2023 Council revisited the processes and provided feedback as to what they would like the process to look like. Staff suggested memorializing the process of Council's choosing in a resolution.

So, on November 14, 2023, Staff presented the process that Council developed in February. Council discussed and decided to formally memorialize the process in a resolution. The process Council supported is as follows:

1. Council shall nominate, or self-nominate, candidates by providing the names to the City Clerk.
 - a. City Clerk shall check for nomination acceptance and then form the ballots.

2. Council nominees will be given up to five minutes to explain why they would like to serve in the leadership role during the public meeting.
3. Council may vote to convene into an executive session pursuant to W.S. 16-4-405 for the purpose of considering the appointment of a mayor or vice-mayor.
4. When conducting a straw poll ballot, Council shall utilize ranked choice voting, also known as instant runoff voting.
 - a. Councilors will rank candidates in order of preference: first, second, third, and so forth.
 - b. If a candidate wins a majority of first-preference votes, he or she is declared the winner.
 - c. If no candidate wins a majority of first-preference votes, the candidate with the fewest first-preference votes is eliminated.
 - d. First-preference votes cast for the failed candidate are eliminated, and second-preference choices on these ballots are then elevated to first preference.
 - e. A new tally is conducted to determine whether any candidate has won a majority of the adjusted votes. The process is repeated until a candidate wins an outright majority.
5. The City Attorney and City Clerk shall count and tally the ballots ensuring that the winners cannot only receive 2nd choice votes.
6. The Clerk shall then announce the results of the straw poll; and,
7. The same process will then be used for Vice Mayor selection; and,
8. A formal vote for mayor and vice-mayor shall occur in the first business meeting of the new year, except when an interim needs to be appointed.

Financial Considerations

None.

Oversight/Project Responsibility

City Clerk

City Attorney

Attachments

Resolution

RESOLUTION NO. 23-261

A RESOLUTION AUTHORIZING THE ANNUAL LEADERSHIP SELECTION PROCESS.

WHEREAS, by Charter Ordinance, the City of Casper City Council shall appoint from their rank a Mayor and a Vice Mayor; and,

WHEREAS, a Mayor and Vice Mayor must be appointed annually from within the body of nine; and,

WHEREAS, the Council wishes to memorialize a leadership selection process to be used annually and in times when the incumbents cannot fulfill their terms.

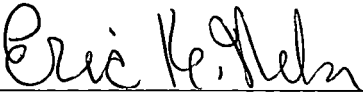
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, the following process that shall be followed annually to select a Mayor and Vice Mayor.

1. Council shall nominate, or self-nominate, candidates by providing the names to the City Clerk.
 - a. City Clerk shall check for nomination acceptance and then form the ballots.
2. Council nominees will be given up to five minutes to explain why they would like to serve in the leadership role during the public meeting.
3. Council may vote to convene into an executive session pursuant to W.S. 16-4-405 for the purpose of considering the appointment of a mayor or vice-mayor.
4. When conducting a straw poll ballot, Council shall utilize ranked choice voting, also known as instant runoff voting.
 - a. Councilors will rank candidates in order of preference: first, second, third, and so forth.
 - b. If a candidate wins a majority of first-preference votes, he or she is declared the winner.
 - c. If no candidate wins a majority of first-preference votes, the candidate with the fewest first-preference votes is eliminated.
 - d. First-preference votes cast for the failed candidate are eliminated, and second-preference choices on these ballots are then elevated to first preference.
 - e. A new tally is conducted to determine whether any candidate has won a majority of the adjusted votes. The process is repeated until a candidate wins an outright majority.
5. The City Attorney and City Clerk shall count and tally the ballots ensuring that the winners cannot only receive 2nd choice votes.
6. The Clerk shall then announce the results of the straw poll; and,
7. The same process will then be used for Vice Mayor selection; and,
8. A formal vote for mayor and vice-mayor shall occur in the first business meeting of the new year, except when an interim needs to be appointed.

BE IT FURTHER RESOLVED: that this process shall be used to select new leadership if the incumbents cannot fulfill their terms.

PASSED, APPROVED, AND ADOPTED on this ___ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 7, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Tom Brauer, P.E., Chief Operating Officer *TB*
Alex Sveda, P.E., City Engineer *AS*
SUBJECT: Authorizing Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Casper Project STP-E-I254170, Interstate 25 Marginal (Phase 1 Enhancements of the I-25 Casper Marginal Project, No. 21-027).

Meeting Type & Date
Regular Council Meeting
November 21, 2023

Action Type
Resolution

Recommendation:
That Council, by Resolution, authorize Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Casper Project STP-E-I254170, Interstate 25 Marginal (Phase 1 Enhancements of the I-25 Casper Marginal Project, No. 21-027).

Summary:
The City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation in November 2021 for Phase 1 enhancements along the Interstate 25 & Casper Marginal from the Poplar Street interchange through the Center Street interchange up to the McKinley Street interchange. That funding agreement identified \$400,000 in federal funds available for the project. In February 2023, WYDOT received bids for pedestrian and street lighting, RGB lighting at the underpasses, landscaping/retaining walls, and wayfinding signage. Bids received for the enhancements were in the amount of \$600,185 or \$200,185 over the allotted \$400,000.

Amendment No. 1 reflects a reduction in the scope of work. The new scope of work will include pedestrian and street lighting, RGB lighting, and wayfinding signage and eliminate the landscaping/retaining wall work. After taking into consideration WYDOT's overhead and construction administration fees, the available construction dollars will decrease from \$400,000 to \$347,462. The City of Casper's previous obligation was \$44,444. This will increase by \$8,102, making the total obligation of the City \$52,546.

Financial Considerations
Enhancement funds for the project are capped at \$400,000 and require a 10% City match with an overmatch of \$8,102. WYDOT also assesses a 10% construction engineering fee and Indirect Cost

Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Casper Project STP-E-I254170, Interstate 25 Marginal (Phase 1 Enhancements of the I-25 Casper Marginal Project, No. 21-027)

Allocation Plan, obligating the City to a match portion of \$44,444 plus \$8,102 for a total of \$52,546.

Oversight/Project Responsibility

Alex Sveda, City Engineer

Attachments

Resolution

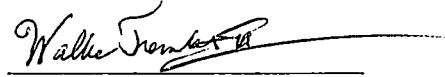
Amendment No. 1

Amendment No. 1 to the Cooperative Agreement with the Wyoming Department of Transportation for the Casper Project STP-E-I254170, Interstate 25 Marginal (**Phase 1 Enhancements** of the I-25 Casper Marginal Project, No. 21-027)

APPROVAL AS TO FORM

I have reviewed *Amendment One to the Agreement between Wyoming Department of Transportation and City of Casper (Federal Project STP-E I254170)* and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: 11/15/2023



Wallace Trembath III
Deputy City Attorney



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

900 Bryan Stock Trail, Casper, Wyoming 82601



MEMMORANDUM

TO: Alex Sveda, P.E. City Engineer
City of Casper

From: Mark Williams, P.E., District Construction Engineer *MW*
WYDOT
Casper, WY

Subject: Cooperative Agreements for Interstate 25 Casper Marginal (West Section)
STP-E I254170
Casper Marginal Enhancement

Date: November 6, 2023

Attached are two originals of the agreement with the City of Casper for project STP-E I254170 for the cities enhancements associated with our current project I254161 involving construction on the I25 involving reconstruction of the I25 through the Poplar and Center Street interchanges. The revised agreement was requested by the city to document the changes made by extra work order to eliminate items after the bid to meet the cities budget.

Please have the City sign both copies and return to me for further execution.

Once the agreements are executed we will return an original to the City for your files.

Please let me know if you have any questions.

Thanks,

**AMENDMENT ONE
TO THE AGREEMENT
BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
CITY OF CASPER**

Federal Project STP-E I254170
Interstate 25 Marginal Casper (ML25)
Natrona County

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009 and the City of Casper (City), whose address is 200 N David Street, Casper, Wyoming 82601.
2. **Purpose of this Amendment.** This Amendment shall constitute the first amendment to the Agreement between WYDOT and the City. The purpose of this Amendment is to: a) replace Exhibit “B” with Exhibit B-1, increasing the Agreement amount by eight thousand, one hundred two dollars (\$8,102.00) to four hundred fifty-two thousand, five hundred forty-six dollars (\$452,546.00); and b) change the cost share percentages.

The original Agreement, dated November 17, 2021, set forth the terms and conditions by which WYDOT and the City participate in the federally funded Surface Transportation On-System Enhancements Program for Interstate 25 landscaping enhancement within the City of Casper.

3. **Term of the Amendment.** This Amendment shall commence on the date the last required signature is affixed hereto (Effective Date), and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
 - A. The first sentence of Section 4A of the Original Agreement is amended to read:

“The City agrees to match the project costs at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of survey work, preliminary engineering, right-of-way acquisition, utility adjustments, letting, construction and construction engineering as shown on Exhibit B-1, Revised Summary of Project Costs, which is incorporated into this Agreement by this reference.”
 - B. Attachment B-1, Revised Summary of Project Costs, is attached to this Amendment and incorporated into the original Agreement by this reference.

- B.** As of the Effective Date of this Amendment, Exhibit “B”, Summary of Project Costs, which was attached to the original Agreement, is superseded and replaced by Exhibit B-1, Revised Summary of Project Costs. All references to “Exhibit “B”” in the original Agreement, and any amendments thereto, are amended to read: “Exhibit B-1”.
- 5. Amended Responsibilities of the City.** Responsibilities of the City have not changed.
- 6. Amended Responsibilities of WYDOT.** Responsibilities of WYDOT have not changed.
- 7. Special Provisions.**
- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Agreement, and any previous amendments, between WYDOT and the City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.
- B. Counterparts.** This Amendment 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 Amendment. Delivery by the City of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.
- 8. General Provisions.**
- A. Entirety of Agreement.** The original Agreement, consisting of twelve (12) pages; Exhibit “A”, Location Map, consisting of one (1) page; Exhibit “B”, Summary of Project Costs, consisting of one (1) page; this Amendment One, consisting of three (3) pages; and Exhibit B-1, Revised Summary of Project Costs, 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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

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

**WYDOT:
WYOMING DEPARTMENT OF TRANSPORTATION**

Mark J. Gillett, P.E., Chief Engineer

Date

**CITY:
CITY OF CASPER**

Ray Pacheco, Mayor

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Tyler M. Renner # 234355
For: Tyler M. Renner, Supervising Attorney General
Date agreement prepared: 10/30/2023

10/31/2023
Date

EXHIBIT B-1
Revised Summary of Project Costs

Federal Project STP-E-I254170
Interstate 25 Marginal Casper (ML25)
Natrona County

September 18, 2023

Costs were prepared by WYDOT using information provided by Ames Construction, Inc.

Estimated Construction Costs	\$ 370,635.00
Construction Engr. (10%)	<u>37,064.00</u>
Total Direct Costs (TDC)	\$ 407,699.00 [1]
Indirect Cost Allocation Plan (ICAP) (11% of TDC)	44,847.00 [2]
Total Project Costs	<u>\$ 452,546.00</u> [3]
<u>Funding Breakdown:</u>	
WYDOT's Maximum funding	\$ 400,000.00 [4]
City's Match Portion:	\$ 42,038.00 [5]
City's Overmatch:	\$ 10,508.00 [6]
Total Project Costs:	<u>\$ 452,546.00</u>

NOTE: All costs shown are rounded to the nearest even dollar. The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

RESOLUTION NO. 23-262

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE COOPERATIVE AGREEMENT BETWEEN THE WYOMING DEPARTMENT OF TRANSPORTATION AND CITY OF CASPER FOR THE CASPER PROJECT STP-E-I254170, INTERSTATE 25 MARGINAL (PHASE 1 ENHANCEMENTS OF THE I-25 CASPER MARGINAL PROJECT, NO. 21-027).

WHEREAS, the City of Casper entered into a Cooperative Agreement with the Wyoming Department of Transportation for construction services associated with the Casper Project STP-E-I254170, Interstate 25 Marginal (Phase 1 Enhancements of the I-25 Casper Marginal Project, No. 21-027),

WHEREAS, Amendment No. 1 reflects a change in the scope of work where the new scope of work will include pedestrian and street lighting, RGB lighting, and wayfinding signage and eliminate the landscaping/retaining wall work; and,

WHEREAS, the City of Casper's match portion will increase to Fifty-Two Thousand Five Hundred Forty-Six Dollars (\$52,546.00).

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 Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper, for providing construction services related to the Casper Project STP-E-I254170, Interstate 25 Marginal (Phase 1 Enhancements of the I-25 Casper Marginal Project, No. 21-027), in the amount of Fifty-Two Thousand Five Hundred Forty-Six Dollars (\$52,546.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Fifty-Two Thousand Five Hundred Forty-Six Dollars (\$52,546.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 14, 2023

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

FROM: Tom Brauer, P.E., Public Services Director *TB*
Alex Sveda, P.E., City Engineer *AS*

SUBJECT: Authorizing a Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT I254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027).

Meeting Type & Date

Regular Council Meeting

November 21, 2023

Action Type

Resolution

Recommendation:

That Council, by Resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT I254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027).

Summary:

WYDOT is preparing to reconstruct Interstate 25 from the McKinley Street interchange to East Yellowstone Highway. Highway/Street, sidewalk, and drainage/storm sewer improvements are to be engineered and constructed by WYDOT with City-owned water and sanitary sewer improvements engineered by an engineering firm to be determined.

The City owns and maintains water and sewer mains within this project corridor that are approaching the end of their service life, in conflict with the proposed improvements, and in need of replacement. WYDOT was approached to include the replacement of these utilities during their construction operations. Utility replacements will include a 6-inch CI water main that crosses under I-25 adjacent Jane Street. A sewer main crossing adjacent North Beverly Street will also need to be replaced. The estimated engineering and construction cost for these two replacements is \$903,540, which includes WYDOT's Indirect Cost Allocation. The City will work with an engineering firm to provide the proposed design for inclusion with WYDOT's bid documents.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work, provide engineering services during construction, and procure construction of the work. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT I254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027)

Financial Considerations

The cost to replace these utilities, including WYDOT's Indirect Cost Allocation for overhead and construction administration fees, is estimated to be \$903,540. The City's funding for this project will come from FY24 one cent funds allocated to water and sewer.

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Attachments

Resolution

Two (2) copies of Cooperative Agreement Between the Wyoming Department of Transportation and the City of Casper, Federal Project ARSCTI254A03 for Waterline and Sanitary Sewer Work.



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"


900 Bryan Stock Trail, Casper, Wyoming 82601



K. Luke Reiner
Director

MEMMORANDUM

TO: Alex Sveda, P.E. City Engineer
City of Casper

From: Mark Williams, P.E., District Construction Engineer 
WYDOT
Casper, WY

Subject: Cooperative Agreements for Interstate 25 Casper Marginal (East Section)
ARSCT I254A03
Water Line and Sanitary Sewer

Date: November 6, 2023

Attached are two originals of the agreement with the City of Casper for project ARSCT I254A03 for the cities planned utility upgrades associated with our upcoming project I254167 involving construction on the I25 from Center Street to Walsh Drive. The project was requested by the city.

Please have the City sign both copies and return to me for further execution.

Once the agreements are executed we will return an original to the City for your files.

Please let me know if you have any questions.

Thanks,

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CASPER**

Federal Project ARSCT I254A03
I25 Casper Marginal East
Waterline and Sanitary Sewer Work
Natrona County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Casper (City), whose address is 200 North David Street, Casper Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WYDOT and the City will replace the water main that crosses under Interstate 25 (I-25) adjacent to Jane Street and the sanitary sewer main crossing adjacent to North Beverly Street. The location of the project is as shown on Exhibit A, Location Map, which is attached to and incorporated into this Agreement by this reference. This project is associated with WYDOT main project I254167.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from the Effective Date through the completion of the project. All services shall be completed during this term. However, the Parties agree that maintenance requirements described in Section 5 Subsection F are indefinite.
4. **Payment.**
 - A. The City agrees to pay WYDOT the entire actual cost of this project, including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after billing. Estimated costs are set forth on the Exhibit B, Summary of Project Costs, which is attached to and incorporated into this Agreement by this reference. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2024, at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on the Exhibit B.
 - B. The costs shown on the Exhibit B are estimates only and the City understands that the final costs may be higher or lower.

- C. WYDOT will bill the City on a monthly basis unless otherwise agreed upon between the parties.

5. Responsibilities of the City.

- A. The City shall pay WYDOT in accordance with Section 4 above.
- B. The City shall conduct preliminary survey work, engineering investigations, environmental and right-of-way studies, and shall develop final design plans and estimates. Final engineering plans must be stamped by a professional engineer licensed or registered in the state of Wyoming.
- C. The City shall submit the following to WYDOT five (5) business days prior to the WYDOT project due dates, which WYDOT will provide.
 - (i) 90% plans for the Right-of-Way and Utility Plans.
 - (ii) 99% plans and draft specifications for the Final Plans.
 - (iii) Final engineering plans and specifications for the Plans, Specifications and Estimates (PS&E) Plans.

In the event the City does not meet the required deadlines, WYDOT may terminate this Agreement with cause.

- D. The City shall, at no cost to WYDOT, designate a qualified project representative capable of making timely decisions and authorized to sign documents concerning the construction of the project. The City will identify the project representative in a letter to WYDOT.
- E. WYDOT shall ask the City to concur in the award of this project to the lowest qualified bidder. As a result of signing the Letter of Concurrence, the City agrees to amend estimated costs to match the actual bid amount.
- F. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features constructed under this Agreement. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition.
- G. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum

contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.

6. Responsibilities of WYDOT.

- A.** WYDOT will perform construction engineering for this project in accordance with project plans and specifications.
- B.** WYDOT will advertise this project and award a bid to the lowest qualified bidder in accordance with WYDOT policies. The project will include replacement of the existing six (6) inch cast iron water main with an eight (8) inch polyvinyl chloride (PVC) pipe near I-25 Reference Marker (RM) 187.23 at the crossing adjacent to North Beverly Street and replacement of the sewer main near the I-25 RM 186.80 crossing adjacent to North Beverly Street.
- C.** WYDOT will perform utility adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.
- D.** WYDOT will be responsible for the Right-of-Way Acquisition. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit A. However, in the event condemnation proceedings are necessary, in accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this Project, all references to such acquisition herein are considered null and void.

7. 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

Cooperative Agreement between Wyoming Department of Transportation
and the City of Casper for Project ARSCT I254A03 in Natrona County

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 City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Award of Related Agreements.** WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.
- F. Compliance with Laws.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when the City receives a request for information subject to this Agreement, the City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- H. Entirety of Agreement.** This Agreement, consisting of eight (8) pages; Exhibit A, Location Map, consisting of three (3) pages; and Exhibit B, Summary of Project Costs, 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 City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- 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 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 City 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 City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City 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 City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City 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 City or the City's agents or employees as a result of this Agreement.
- N. Nondiscrimination.** The City 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.
- O. 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.

- P. Ownership and Return of Documents and Information.** 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 City in the performance of this Agreement. Upon termination of services, for any reason, the City agrees to return all such original and derivative information and documents to 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.
- Q. 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 her designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- R. Insurance Requirements.** The City 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 WYDOT.
- S. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval from WYDOT.
- T. 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.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- V. Taxes.** The City 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.
- W. Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- X. 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.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- AA. 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.
- BB. 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 City 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 WYDOT.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

8. **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.

**CITY:
CITY OF CASPER**

ATTEST:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

ATTEST:

**WYDOT:
WYOMING DEPARTMENT
OF TRANSPORTATION**

Caitlin Casner, Secretary
Transportation Commission of Wyoming

Mark J. Gillett, P.E., Chief Engineer



Date

Approved as to form:

 #233813

09-13-2023

Tyler M. Renner,
Supervising Attorney General
Date agreement prepared: 9/13/2023

Date

APPROVAL AS TO FORM

I have reviewed the Cooperative Agreement between the Wyoming Department of Transportation and the City of Casper (Federal Project ARSCT I254A03 I 25 Casper Marginal East Waterline and Sanitary Sewer Work Natrona, County) and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: November 16, 2023



Wallace Frembath III
Deputy City Attorney

Exhibit A Location Map

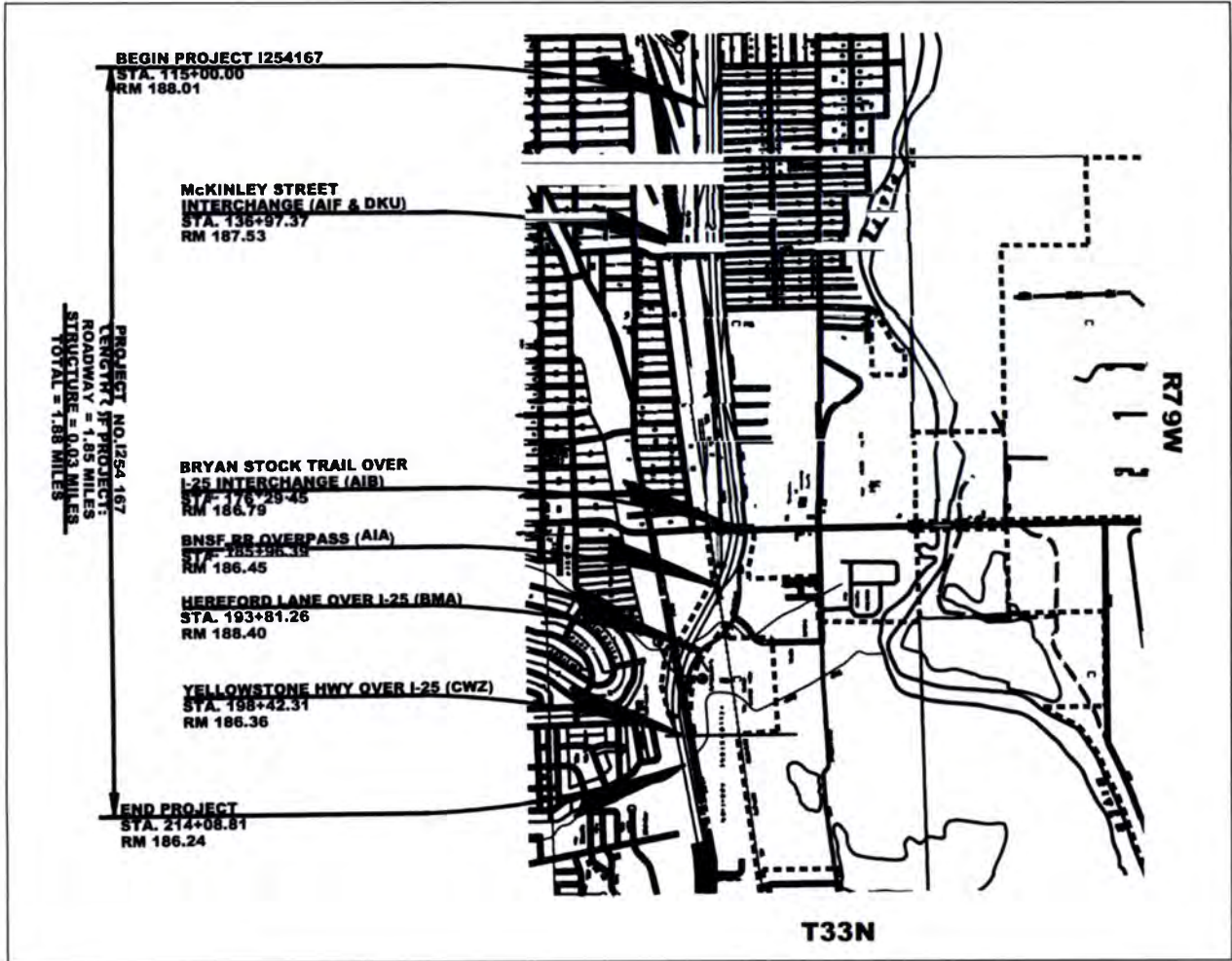


Exhibit A Location Map

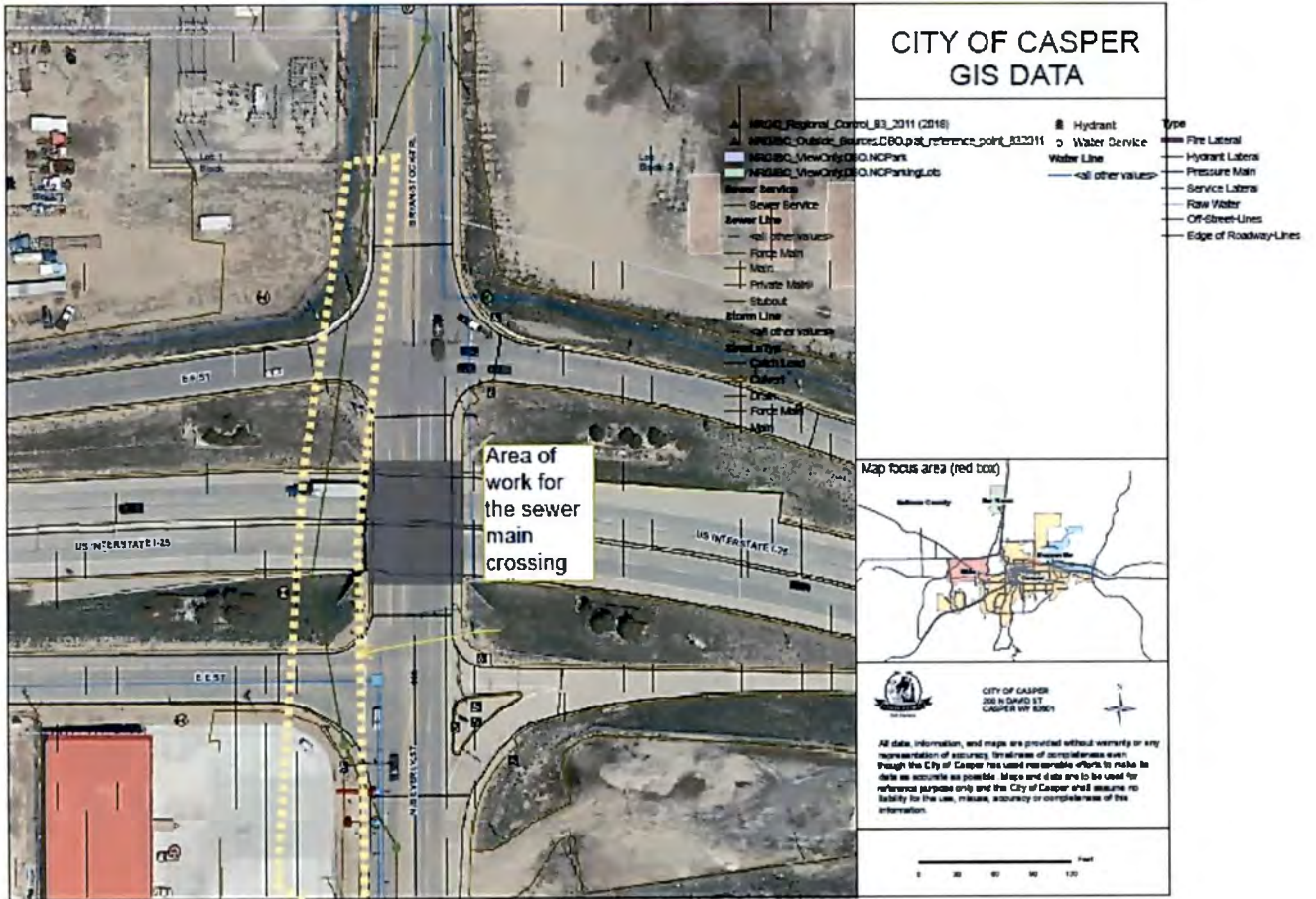


Exhibit A Location Map

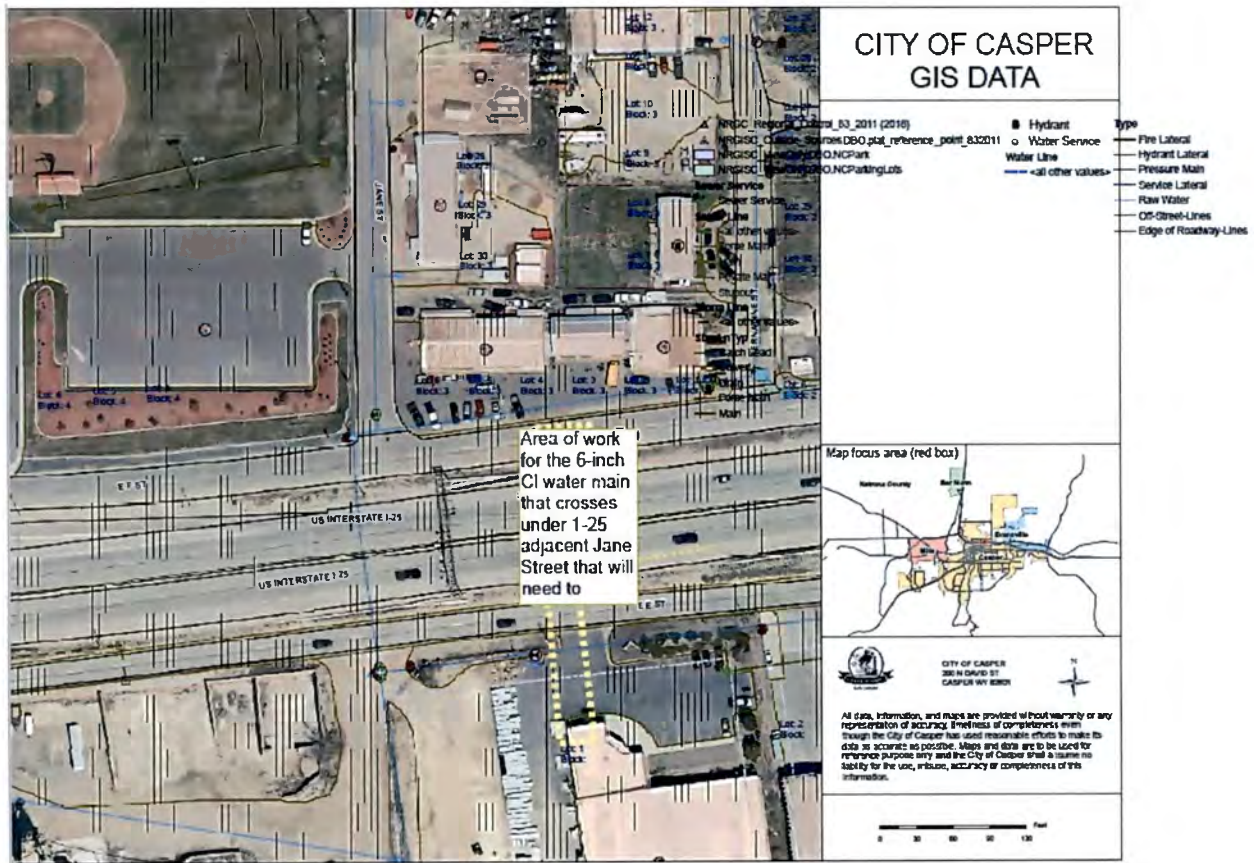


EXHIBIT B

Summary of Project Costs

Federal Project I254A03
I25 Casper Marginal East
Waterline and Sanitary Sewer Work
Natrona County

June 30, 2023

Costs were prepared by WYDOT using information provided by the City.

Estimated Project Costs:

<u>Item</u>	=	<u>Cost</u>
Estimated Construction Costs	=	\$740,000.00
10% Construction Engineering	=	\$74,000.00
Total Direct Costs (TDC)	=	\$814,000.00
Indirect Cost Allocation Plan (ICAP) (11% of TDC)	=	\$89,540.00
Total Project Costs	=	\$903,540.00

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

RESOLUTION NO. 23-263

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CASPER PROJECT ARSCT I254A03, INTERSTATE 25 MARGINAL (PHASE 2 UTILITIES OF THE I-25 CASPER MARGINAL PROJECT, NO. 21-027).

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT I254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027); and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those 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, Cooperative Agreement with the Wyoming Department of Transportation for the City of Casper Project ARSCT I254A03, Interstate 25 Marginal (Phase 2 Utilities of the I-25 Casper Marginal Project, No. 21-027), in the amount of Nine Hundred Three Thousand Five Hundred Forty and 00/100 Dollars (\$903,540.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed Nine Hundred Three Thousand Five Hundred Forty and 00/100 Dollars (\$903,540.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

November 8, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, P.E., Chief Operating Officer
Bruce Martin, Public Utilities Manager
Alex Sveda, P.E., City Engineer
Mark Harris, P.E., Associate Engineer II

SUBJECT: Authorizing an Agreement with Installation & Service Company, Inc., in the amount of \$258,557.50 for the Shannon Drive and 8th Street Repairs, Project No. 22-053.

Meeting Type & Date:
Regular Council Meeting
November 21, 2023

Action Type:
Resolution

Recommendation:
That Council, by resolution, authorize an Agreement with Installation & Service Company, Inc., for construction of the Shannon Drive and 8th Street Repairs, Project No. 22-053, for the base bid amount of \$258,557.50. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$24,000.00, for a total project amount of \$282,557.50.

Summary:
On November 3, 2023, the City of Casper received five (5) bids for the Shannon drive and 8th Street Repairs, Project No. 22-053. The bids received are as follows:

Contractor	Location	Base Bid	Alternate Bid
Installation & Service Company, Inc.	Casper, Wyoming	\$258,557.50	\$315,910.00
Wayne Coleman Construction	Casper, Wyoming	\$299,307.00	\$320,907.00
Knife River Construction	Casper, Wyoming	\$387,611.25	\$433,655.00
71 Cnstruction	Casper, Wyoming	\$411,157.10	\$508,782.00
Rocky Mountain Sand & Gravel, LLC	Cheyenne, Wyoming	\$611,975.00	\$748,500.00

The project includes the removal and replacement of 350 feet of watermain, 1 storm manholes, and asphalt mill & overlay from Shannon Drive to Long Lane. Construction of the improvements is to be substantially completed by May 31, 2024.

The original cost estimate for the project was \$286,915.00 as prepared by the City’s Engineering

Installation & Service Company, Inc.
Shannon Drive & 8th Street Repairs
Project No. 22-053

Office in September 2023.

Financial Considerations:

Funding for this project will be from the following combination:

1. Optional One Percent #17 FY24 Streets Capital Projects Fund in the amount of \$142,002.50 (\$130,002.50 + \$12,000.00 Contingency).
2. Optional One Percent #17 Funds for Water in the amount of \$140,55.00 (\$128,555.00 + \$12,000.00 Contingency).

Oversight/Project Responsibility:

Mark Harris, P.E., Associate Engineer II

Attachments:

Resolution

Agreement

Exhibit "A" – Bid Form

Exhibit "B" – Bid Schedule

Exhibit "C" – Alternate Bid Schedule

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Installation & Service Company, Inc., hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to repair existing watermain and stormwater sections and add manhole access to the 48" stormwater culvert between Shannon Dr. and Long Ln. on 8th St., Casper, Wyoming 82601; and,

WHEREAS, Installation & Service Company, Inc. is able and willing to provide those services specified as the Shannon Drive and 8th Street Repairs, Project No. 22-053.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

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

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by **May 31, 2024**, and ready for final payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract hereinafter, "**General Conditions**" and Standard Supplementary Conditions by **June 7, 2024**. Substantial Completion will be granted once all utilities are installed and in working order, surfacing is replaced and the project site is returned to full normal vehicular and pedestrian traffic. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.
- 3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration

proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner One thousand and 00/100 Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred and 00/100 Dollars (\$500.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Two Hundred Fifty-Eight Thousand Five Hundred Fifty-Seven and 50/100 Dollars (\$258,557.50), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF - 1 through BF - 4, Bid Form) and Itemized Bid Schedule, included (page BS - 1 through BS - 2, Bid Schedule) and Alternate Bid Schedule as Exhibit "B" (page ABS - 1) by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's

general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

- 5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA- 7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF - 1 to BF - 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS – 1 to BS - 2, and ABS – 1, inclusive).
- 8.5 Addenda No. (0).
- 8.6 Performance and Labor and Payment Bonds.
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.9 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.10 Technical Specifications, consisting of Nine (9) sections.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

Shannon and 8th Street Repairs: Project No. 22-053

- 8.15 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Sections 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

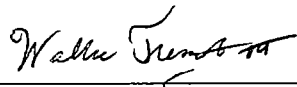
DATED this _____ day of _____, 2024.

~

(Signature pages to follow.)

Signature page for City of Casper

APPROVED AS TO FORM:



ATTEST:

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:

Installation & Service Company, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
SHANNON DRIVE AND 8TH STREET REPAIRS
Project No. 22-053

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by **May 31, 2024**, and completed and ready for final payment not later than **June 7, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

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

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

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

TOTAL BASE BID, IN NUMERALS: \$ 258,557.50

TOTAL BASE BID, IN WORDS: Two hundred fifty-eight thousand, five hundred fifty-seven dollars & 50/100 DOLLARS.

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

9. Communications concerning this Bid shall be addressed to:

Address of Bidder: P.O. Box 2938
MILLS, WY 82104

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

Submitted on Friday Nov. 3, _____, 2023.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Installation & Service Co. Inc. (seal)
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: Danny Spurgeon (seal)
President
(Title)

(Seal)

Attest: [Signature]

Business Address: 401 Crescent Dr.
Casper, WY 82604

Phone Number: (307) 473.9000

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

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

EXHIBIT "B"
BID SCHEDULE

SHANNON DRIVE AND 8TH STREET REPAIRS
PROJECT NO. 22-053

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

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

Bid Schedule – Base Bid

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	Mobilization and Bonding	LS	1	\$35,000.00	\$35,000.00
2	Temporary Traffic Control	LS	1	\$5,500.00	\$5,500.00
3	Resident and Business Communication Plan	LS	1	\$1,000.00	\$1,000.00
4	F&I Select Backfill (((4' width + pipe diameter) * 4'2" depth) * length)	CY	300	\$114.95	\$34,485.00
5	F&I 8" PVC Watermain	LF	350	\$95.00	\$33,250.00
6	F&I Fire Hydrant Assembly	EA	1	\$13,000.00	\$13,000.00
7	F&I 8" Fittings	EA	7	\$900.00	\$6,300.00
8	F&I 8" Gate Valves	EA	2	\$3,600.00	\$7,200.00
9	Connect to Existing 8" mains	EA	2	\$3,290.00	\$6,580.00
10	Adjust Manhole Lid & Install 5'Dia. Concrete Circular Collar w/ New Lid	EA	1	\$1,800.00	\$1,800.00
11	R&R 48" Storm RCP Main	LF	16	\$490.00	\$7,840.00
12	F&I 72" Diameter Storm Sewer Manhole	EA	1	\$12,200.00	\$12,200.00
13	R&R 18" Storm PVC Lateral Pipe	LF	50	\$145.00	\$7,250.00
14	R&R Storm Sewer Catch Basin	EA	2	\$4,812.50	\$9,625.00
15	R&R Concrete Curbwalk/Sidewalk	SF	470	\$17.00	\$7,990.00
16	R&R 4" Asphalt PG 64-22 over 6" Grading "W" Base	SY	325	\$77.50	\$25,187.50
17	F&I Geotextile Separation Fabric	SY	325	\$3.25	\$1,056.25
18	F&I Mill and 2" Hot Plant ACP Overlay	SY	1375	\$27.85	\$38,293.75
19	Contractor Asphalt Testing	LS	1	\$5,000.00	\$5,000.00
TOTAL BASE BID					\$258,910.00

- **BID IN WORDS:**

This bid submitted by: _____

(Individual, partnership, corporation, or joint venture name)

EXHIBIT "B"
ALTERNATE BID SCHEDULE

SHANNON DRIVE AND 8TH STREET REPAIRS
PROJECT NO. 22-053

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

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

Bid Schedule – Base Bid

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
20	R&R 4" Asphalt PG 64-22 over 6" Grading "W" Base	SY	1700	\$69.45	\$118,065.00
21	F&I Geotextile Separation Fabric	SY	1700	\$2.25	\$3,825.00
22	Contractor Asphalt Testing	LS	1	\$5,000.00	\$5,000.00
TOTAL BASE BID					\$126,890.00

• **BID IN WORDS:**

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



NOTICE OF AWARD

DATE: 11/21/2023

TO: company
address

PROJECT: Shannon and 8th Street Repairs, Project No. 22-053

Dear: Company:

You are notified that your Bid dated November 3, 2023 for the above Project has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Total Base Bid. The Contract Price of your contract is Two Hundred Fifty-Eight Five Hundred Fifty-Seven and 50/100 Dollars (\$258,557.50).

Enclosed are one (1) unsigned original Agreement, Performance and Payment Bonds, and the Joint Account Agreement, for the construction of this project. You must comply with the following conditions precedent within thirty (30) days of the date of this Notice of Award, that is by December 21, 2023:

1. You must deliver to the Owner the fully executed Agreement.
2. You must deliver completed Performance and Payment Bonds.
3. You must deliver a Certificate of Insurance, Certification of Workers' Compensation Coverage, and an Official Notice of Unemployment Insurance Coverage. The certificate of insurance shall include Additional Insured Owners, Lessees or Contractors Automatic Status, Form Number CG 20 33, naming the City of Casper as Additionally Insured.
4. The Owner is required by Wyoming Statutes Section 16-6-701, et seq., to enter into an interest-bearing deposit agreement with the Contractor's depository for the escrow of retained partial payment funds, unless otherwise directed in writing. If you do not want to initiate this action, you must deliver a letter of forfeiture waiving the Joint Account Agreement. If you want to establish an escrow account for the retainage, you must deliver the executed Joint Account Agreement.

OFFICE OF THE CITY MANAGER

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5. You must deliver a completed W-9 form, unless you have had a contract with the City of Casper in the last 12 months. A copy is attached for your use.
6. You must deliver this original Notice of Award, with the Acceptance of Notice below, fully executed.

Failure to comply with these conditions and deliver these documents to the Owner within the time specified, will entitle Owner to consider your bid in default, to annul this Notice of Award, and to declare your Bid Bond forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF CASPER, WYOMING

J. Carter Napier
City Manager

ACCEPTANCE OF NOTICE

Company

Name

Signature

Title

Receipt Date

RESOLUTION NO. 23-264

A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSTALLATION & SERVICE COMPANY, INC., FOR THE SHANNON DRIVE AND 8TH STREET REPAIRS, PROJECT NO. 22-053

WHEREAS, the City of Casper desires to remove and replace waterline, storm sewer line, manhole, and asphaltic pavement along 8th Street from Shannon Drive to Long Lane; and,

WHEREAS, Installation & Service Company, Inc., is able and willing to provide those services, specified as the Shannon Drive and 8th Street Repairs, Project No. 22-053; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Installation & Service Company, Inc., for those services, in the amount of Two Hundred Fifty-Eight Thousand Five Hundred Fifty-Seven and 50/100 Dollars (\$258,557.50).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to a total amount not to exceed Two Hundred Fifty-Eight Thousand Five Hundred Fifty-Seven and 50/100 Dollars (\$258,557.50) and Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) for a construction contingency account, for a total project amount of Two Hundred Eighty-Two Thousand Five Hundred Fifty-Seven and 50/100 Dollars (\$282,557.50)

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

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

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