

COUNCIL MEETING AGENDA

Casper City Council

The Lyric, 230 W Yellowstone Hwy

Tuesday, December 5, 2023 at 6:00 p.m.



COUNCIL POLICY ON PUBLIC COMMENT

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

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

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

AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF COUNCIL MEETING MINUTES
 - A. Consent
 1. Consideration of **Minutes of the November 21, 2023 Regular Council Meeting**, as Published in the Casper Star-Tribune on December 5, 2023.
 2. Consideration of the **Minutes of the November 21, 2023 Executive Session.**
4. CONSIDERATION OF BILLS AND CLAIMS
5. COMMUNICATIONS
 - A. From Persons Present
6. ESTABLISH DATES OF PUBLIC HEARINGS
 - A. Consent
 1. Establish December 19, 2023 as the Public Hearing Date for:
 - a. **Transfer of Microbrewery Liquor License No. 10 for Bull Horn Brewing, LLC**, dba Bull Horn Brewing, Located at 2027 East Yellowstone Unit B, to Bull Horn Brewing, LLC, dba Bull Horn Brewing, Located at 355 West Yellowstone Hwy.
 2. Establish January 16, 2024 as the Public Hearing Date for:
 - a. Council to Sit as a Board of Equalization, for the Purpose of Considering and Approving an **Assessment Roll for Local Assessment District No. 160 – Chinook Trail Improvements.**
7. PUBLIC HEARINGS
 - A. Ordinances
 1. Amending Chapter 2.64 of the Casper Municipal Code – **Removal or Censor of Public Officials.**

8. SECOND READING ORDINANCES

A. 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)**.

1. Communications from Persons Present

B. An Ordinance **Amending Chapter 15.12** of the Casper Municipal Code, **Board of Examiners and Appeals, and Contractor Licensing**.

1. Communications from Persons Present

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

1. Communications from Persons Present

9. RESOLUTIONS

A. Consent

1. Authorizing **Change Order No. 3** to the Agreement with **Caspar Building Systems, Inc.**, for the **City Hall Project S.A.F.E. Building Remodel**, Project No. 20-004.

2. Authorizing an Agreement with **Casper Electric, Inc.**, for the **Ballfield Lighting Replacements – Phase III**, Project No. 22-045.

3. Authorizing **Change Order No. 1** to the Agreement with **GH Phipps Wyoming, LLC**, for the **Casper Family Aquatics Center Natatorium Improvements**, Project No. 21-031.

4. Authorizing a Contract for Professional Services with **Veolia ES Technical Solutions, LLC**, for **Hazardous Waste Disposal Services**, Project No. 23-043.

5. Authorizing a Grant Award Agreement Between the **Wyoming Office of Homeland Security** and the City of Casper in the Amount of \$12,000 to **Procure Mobile Radios**.

6. Authorizing a Grant Award Agreement Between the **Wyoming Office of Homeland Security** and the City of Casper in the Amount of \$28,000 to **Procure Portable Radios**.

7. Authorizing a Grant Award Agreement Between the **Wyoming Office of Homeland Security** and the City of Casper in the Amount of \$12,000 to **Procure a Methane Leak Detector**.
8. Authorizing Acceptance of the **2023 BJA Edward Byrne Memorial Justice Assistance Grant** and a Memorandum of Understanding Between the City of Casper and Natrona County Regarding the Distribution and Expenditure of the Grant Funds.
9. Authorizing **Amendment No. 1** to the Lease Agreement with the **Spuds Baseball Club LLC**, for Use of the **Mike Lansing Concessions Stand**.
10. Authorizing the **Release of Local Assessment District Lien Regarding 246 North Nebraska**, Casper, Wyoming.
11. Authorizing the **Release of Local Assessment District Lien Regarding 2904 Coulter Drive**, Casper, Wyoming.
12. Authorizing the **Execution of the At Will Clause of the Employment Agreement** with Cally E. Lund (Martinez), as **Municipal Judge**.
13. Authorizing a Notice of Satisfaction and **Release of a Nuisance Abatement Lien** Concerning **1027 West 14th Street, Casper, Wyoming**.

10. MINUTE ACTION

A. Consent

1. Authorizing the **Purchase of One (1) New Side Loading 27 Cubic Yard Sanitation Truck**, in the Total Amount of \$394,028.00, for Use by the **Solid Waste Division** of the Public Services Department.
2. Authorizing the **Purchase of One (1) New One-Ton Crew Cab 4x4 Pickup Truck with Tilt Bed**, in the Total Amount of \$394,028.00, for Use by the **Solid Waste Division** of the Public Services Department.

11. INTRODUCTION OF MEASURES AND PROPOSALS BY CITY COUNCIL

12. ADJOURN INTO EXECUTIVE SESSION – SECURITY & PERSONNEL

13. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

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

6:00 p.m. Tuesday, January 2, 2024 – The Lyric

Work Sessions

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

4:30 p.m. Tuesday, January 9, 2023 – The Lyric

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

COUNCIL PROCEEDINGS
 Regular Council Meeting - The Lyric
 November 21, 2023

1. ROLL CALL

Casper City Council met in regular session at 6:00 p.m., Tuesday, November 21, 2023. Present: Councilors Gamroth, Bond, Pollock, Jensen, Cathey, Sutherland, Haskins, Vice Mayor Engebretsen, and Mayor Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. CONSENT MINUTE ACTION

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

1. November 7, 2023 Regular Council Meeting, as published in the Casper Star Tribune on November 18, 2023; and,
2. November 7, 2023 Executive Session.

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 21, 2023, general bills and claims, as audited by City Manager Napier. Motion passed.

General Bills & Claims 11/21/23

| | | |
|-------------------|----------|------------|
| 3DSpelts | Goods | 5,615.15 |
| 71Const | Goods | 218,014.05 |
| ABirkle | Reimb | 534.43 |
| ARuble | Services | 1,080.00 |
| ASveda | Reimb | 150.00 |
| ABYMnfctrng | Goods | 721.25 |
| AceHrdwr | Goods | 79.99 |
| AdvncdNtwrkMngmnt | Services | 2,200.71 |
| Airgas | Goods | 328.47 |
| Alsco | Services | 987.74 |
| AMBI | Services | 991.67 |
| AmrenTitle | Goods | 300.00 |
| AnchrElctrc | Services | 1,464.89 |
| AT&T | Services | 926.80 |
| AtIntcElctrc | Services | 8,153.09 |
| Atlas | Goods | 351.58 |
| Atdsk | Services | 4,009.00 |
| BKellick | Reimb | 100.00 |

| | | |
|------------------|-----------|------------|
| BMarshall | Reimb | 150.00 |
| BdgrMtr | Services | 162.87 |
| BrgmEllngsn | Goods | 32,470.71 |
| BslnEngnrng | Services | 20,423.60 |
| BlkHillsEnrgy | Utilities | 11,073.44 |
| BlkmnPrpn | Goods | 559.92 |
| BrntagPac | Goods | 16,392.21 |
| Brian'sGoTo | Services | 248.34 |
| CEdleman | Refund | 152.67 |
| CsprBldngSystem | Services | 417,684.14 |
| CsprNCHealth | Services | 47,916.67 |
| CsprStrTrb | Services | 5,529.43 |
| CsprTire | Services | 145.00 |
| CsprVtrnry | Services | 1,141.83 |
| CWRWS | Goods | 516,961.86 |
| CntryLnk | Utilities | 5,527.58 |
| CH2MHill | Services | 5,437.94 |
| ChpmnVldz&Lnsng | Services | 2,000.00 |
| CtznsForCvcAdtrm | Services | 1,000.00 |
| CtyCspr | Services | 128,655.02 |
| CMITeco | Services | 51,396.78 |
| CommTech | Services | 15,820.50 |
| CmprsnLeasng | Services | 358.34 |
| CnsnsCldSltns | Services | 189.90 |
| Cnvrgn | Goods | 7,331.93 |
| CowboySplyHse | Goods | 628.36 |
| CPU | Goods | 1,227.00 |
| CrwnCnstrctn | Services | 64,925.66 |
| DCoursen | Services | 510.00 |
| DElliott | Reimb | 100.00 |
| DckrAuto | Services | 2,460.92 |
| Dell | Goods | 17,351.94 |
| DsrtMtn | Goods | 4,492.18 |
| DvlInTheDtl | Services | 1,200.00 |
| EMoore | Reimb | 150.00 |
| EmrgncyMdcl | Services | 1,400.00 |
| EnrgyLabs | Services | 1,548.00 |

| | | |
|-----------------------|------------------|------------|
| ExpSvcs | Services | 1,917.20 |
| FlcnEnvrnmntl | Services | 4,106.38 |
| FrgsnEnt | Goods | 297.48 |
| FIB | Goods/Investmnts | 15,628.06 |
| FoxstrOpco | Goods | 2,546.50 |
| FrnrWldng | Services | 4,560.00 |
| GHPhippsWyo | Services | 10,958.73 |
| GloblSpctrm | Services | 74,166.67 |
| Grngr | Goods | 344.94 |
| GSGArchtr | Services | 7,242.10 |
| HIhrig | Reimb | 305.00 |
| Hach | Goods | 9,802.94 |
| HrdlnEquip | Services | 23,535.15 |
| Homax | Goods | 6,512.14 |
| HubIntlMtn | Goods | 15,513.00 |
| Instltn&Svc | Services | 23,745.00 |
| IntrwstPaper | Services | 1,081.26 |
| ITCElctrcl | Services | 5,600.00 |
| JGreenwood | Reimb | 309.23 |
| JSlotsve | Reimb | 100.00 |
| JWilhelm | Reimb | 267.71 |
| JFHDstrbtng | Goods | 2,146.43 |
| KKofakis | Reimb | 44.97 |
| KSexson | Reimb | 146.08 |
| Kinsco | Goods | 2,070.00 |
| KnfRvr | Goods/Services | 437,364.14 |
| LNCrts&Sons | Goods | 31,213.93 |
| LawsnPrdcts | Services | 900.00 |
| Lisa'sSpcNSpn | Services | 480.00 |
| LngBldgTech | Services | 955.50 |
| MFerguson | Refund | 300.00 |
| MidlndImplmnt | Goods | 45,633.00 |
| MLAuto | Services | 471.00 |
| MtnStLitho | Services | 865.19 |
| MtnStsPipe | Goods | 11,694.49 |
| MtnWstTech | Services | 593.73 |
| NrthPlattePhysclThrpy | Services | 600.00 |

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|--------------------|-----------|------------|
| NCDtntnCntrJPB | Services | 17,261.57 |
| NCHOJJPB | Services | 1,876.98 |
| NclysnArtMuseum | Services | 75,451.60 |
| Norco | Goods | 1,112.50 |
| NWstContr | Goods | 400.92 |
| OffcShop | Services | 76.13 |
| OneCall | Services | 1,136.25 |
| PaceAnlytelSrvcs | Services | 2,235.00 |
| PeakGeosltns | Services | 13,503.00 |
| Pedens | Goods | 932.74 |
| PeprTnk&Cntretrs | Services | 560.00 |
| PinnclCnstrctn | Services | 192,055.00 |
| PstlPros | Services | 14,774.43 |
| PrvsIndstrs | Goods | 25.36 |
| RMoore | Reimb | 150.00 |
| ReedsAuto | Services | 334.31 |
| RpblicPrkng | Services | 202.00 |
| RGB | Services | 110.00 |
| Ricoh | Services | 21.57 |
| RckyMtnAirSltns | Goods | 4,424.50 |
| RckyMtnPwr | Utilities | 48,063.62 |
| RckyMtnAnimalHsptl | Services | 191.02 |
| SWirtz | Reimb | 104.99 |
| Safariland | Goods | 29,694.85 |
| Sawyer | Services | 150.97 |
| SeaWstrn | Goods | 46,209.69 |
| SkylnRnchs | Services | 428.64 |
| Smrsh | Services | 2,191.90 |
| Snomax | Goods | 4,596.00 |
| Sonny'sRV | Goods | 106.59 |
| StOfWyo | Services | 691,029.05 |
| StatelineNo7 | Services | 19,682.41 |
| StrlngInfosystms | Services | 1,291.70 |
| StotzEqpmnt | Goods | 5,479.01 |
| SummitFire&Scrty | Services | 32.90 |
| T-Mbl | Services | 21.14 |
| 33MileRd | Services | 83.20 |

| | | |
|--------------------|----------|--------------|
| ThomsnReutrs | Goods | 1,011.84 |
| TopOffc | Goods | 688.12 |
| TwnsqrMedia | Services | 992.00 |
| TretoCnstrctn | Services | 71,947.77 |
| TriStOilReclm | Services | 421.50 |
| VeoliaEsTech | Services | 45,602.48 |
| VrznWrsls | Services | 297.23 |
| VoiancLanguageSrvc | Services | 62.40 |
| VRC | Services | 54.00 |
| WtrTech | Goods | 4,243.07 |
| WlbrnSlvn | Services | 575.00 |
| WstPlainsEngrng | Services | 1,200.00 |
| WstrnPlainsLgstcs | Services | 68,286.00 |
| WstrnSign&Design | Services | 1,175.00 |
| WstLndPrk | Services | 2,342.70 |
| WH | Services | 1,395.42 |
| WLCEngrng | Services | 34,131.38 |
| WyoAssocOfMuni | Services | 250.00 |
| WyoDOT | Services | 223.91 |
| WLEA | Services | 246.00 |
| Wyo1stAid | Goods | 253.39 |
| WyoSteel&Recyclng | Services | 2,590.00 |
| Xerox | Goods | 195.65 |
| Total | | 3,788,937.91 |

5. BRIGHT SPOTS IN OUR COMMUNITY – POLICE DEPT CALEA ACCREDITATION

Mayor Pacheco read a statement congratulating the Casper Police Department on their recent CALEA Accreditation. Police Chief McPheeters thanked his staff and congratulated his department on this accomplishment.

6. COMMUNICATIONS FROM PERSONS PRESENT

Speaking to Council was: Ross Schriftman, regarding prescription health plans, overregulation, and opposition to ranked choice voting for leadership.

7. ESTABLISH DATES OF PUBLIC HEARING

Moved by Councilor Cathey, seconded by Councilor Pollock, to, by minute action, establish December 5, 2023, as the public hearing date for an ordinance amending Chapter 2.64 of the Casper Municipal Code, removal or censor of public officials. Motion passed.

8.A.1. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance approving a zone change in Longview Addition No. 2 and Luker Addition.

City Attorney Nelson entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated October 25, 2023; and a Casper Star-Tribune Proof of Publication, published on November 9, 2023. City Manager Napier gave a brief report.

There were no citizens to speak in favor of the item. Speaking in opposition were: Jay Darling and Nora Homan. The public hearing was closed.

Following ordinance read:

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 91 & LOT 9B, LUKER ADDITION" FROM PUD (PLANNED UNIT DEVELOPMENT) TO C-2 (GENERAL BUSINESS).

Councilor Gamroth presented the foregoing ordinance for approval on first reading. Seconded by Vice Mayor Engebretsen. Council asked Craig Collins, City Planner, to give more context on the zoning. Mr. Collins explained that the current zoning is actually less restrictive than the proposed C-2 zoning, and is not appropriate zoning for the lots. He also explained that any landscaping or buffering will be considered during the site plan approval in the future. City Attorney Nelson reminded Council that conditions cannot be added by Council during a zone change, and can only be discussed when the development come up in the future. Council discussed that there are traffic issues in this area and there does need to be some type of mitigation when the lot is developed. Mr. Collins stated that there will most likely be a traffic study to look at these issues when the development is further along. Council asked Chris Hatch, from Curve TV, the developer, to come forward to answer questions about the future development of the lots. Mr. Hatch explained that he did not want to release too much information about the development but explained that his company brings in retail and restaurant businesses to communities. He also stated that due to agreements with Ridley's, his company would not be pursuing any type of multi-unit residential development. There were no abstentions or amendments. Motion passed unanimously.

8.A.2. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance amending Chapter 15.12 of the Casper Municipal Code, board of examiners and appeals and contractor licensing.

City Attorney Nelson entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 17, 2023; and a Casper Star-Tribune Proof of Publication, published on November 14, 2023. City Manager Napier gave a brief report.

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

ORDINANCE NO. 22-23
AN ORDINANCE AMENDING CHAPTER 15.12 OF THE CASPER MUNICIPAL CODE, BOARD OF EXAMINERS AND APPEALS, AND CONTRACTOR LICENSING.

Councilor Bond presented the foregoing ordinance for approval on first reading. Seconded by

Councilor Sutherland. Vice Mayor Engebretsen discussed that the handyman license is a necessary change to protect citizens. There were no abstentions or amendments. Motion passed unanimously.

8.A.3. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance approving a plat and zone change for the Lower Brothers Addition Subdivision.

City Attorney Nelson entered two (2) exhibits: correspondence from Liz Becher to J. Carter Napier, dated November 8, 2023; and a Casper Star-Tribune Proof of Publication, published on November 9, 2023.

Speaking in support of the item were: Jeffrey Sneider, representing Mt. Hope Lutheran Church and Luther Classical College, and Robert Lower, land owner selling his land to the developer for the college. There was no one to speak in opposition of the item. The public hearing was closed.

Following ordinance read:

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.

Councilor Cathey presented the foregoing ordinance for approval on first reading. Seconded by Councilor Haskins. There were no abstentions or amendments. Motion passed unanimously.

9. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 23-251
A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE
CITY OF CASPER AND CIVIL ENGINEERING PROFESSIONALS,
INC., FOR THE WESTERN GATEWAY CORRIDOR
ENHANCEMENT STUDY: PHASE 2.

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.

RESOLUTION NO. 23-253
A RESOLUTION 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.

RESOLUTION NO. 23-254
A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4 WITH
MELGAARD CONSTRUCTION, INC., FOR \$11,772.31 AND A TIME

EXTENSION FOR THE CASPER REGIONAL LANDFILL CELL 5 CONSTRUCTION, PROJECT NO. 21-012.

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.

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.

RESOLUTION NO. 23-257

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE LAND AND WATER CONSERVATION FUND GRANT PROGRAM.

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.

RESOLUTION NO. 23-259

A RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE CASPER MOUNTAIN RACERS ASSOCIATION, FOR THE OPERATION OF THE CASPER SPEEDWAY.

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.

RESOLUTION NO. 23-261

A RESOLUTION AUTHORIZING THE ANNUAL LEADERSHIP SELECTION PROCESS.

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).

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).

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.

Councilor Sutherland presented the foregoing fourteen (14) consent resolutions for adoption. Seconded by Vice Mayor Engebretsen. Motion passed unanimously.

10. INTRODUCTION OF MEASURES AND PROPOSALS

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

11. ADJOURN INTO EXECUTIVE SESSION

At 7:30 p.m., it was moved by Councilor Gamroth, seconded by Councilor Jensen, to adjourn into executive session to discuss matters related to land and personnel as well as an attorney-client privileged matter. Motion passed unanimously.

At 9:56 p.m., it was moved by Councilor Cathey, seconded by Councilor Haskins, to adjourn the executive session. Motion passed.

12. ADJOURNMENT OF REGULAR MEETING

Moved by Councilor Cathey to adjourn the regular Council meeting. Seconded by Councilor Pollock. Motion passed unanimously. The meeting was adjourned at 9:57 p.m.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for December 05, 2023

4C UNLIMITED LLC

| | | | |
|---|----------------------------|--|-----------------|
| 4C UNLIMITED LLC | Water Revenue and Transfer | | \$964.92 |
| <i>4C UNLIMITED LLC - Total For Water Revenue and Transfers</i> | | | <i>\$964.92</i> |
| 4C UNLIMITED LLC - ALL DEPARTMENTS | | | \$964.92 |

6H GROUP LLC

| | | | |
|---|-----------------------|----------------|-------------------|
| 6H GROUP LLC | Metro Animal Shelter | Dog & Cat Food | \$791.60 |
| <i>6H GROUP LLC - Total For Metro Animal Shelter</i> | | | <i>\$791.60</i> |
| 6H GROUP LLC | Police Administration | Dog Food | \$173.40 |
| 6H GROUP LLC | Police Administration | Dog Food | \$54.40 |
| <i>6H GROUP LLC - Total For Police Administration</i> | | | <i>\$227.80</i> |
| 6H GROUP LLC - ALL DEPARTMENTS | | | \$1,019.40 |

71 CONSTRUCTION, INC

| | | | |
|---|-----------------------|--------------------------------|--------------------|
| 71 CONSTRUCTION, INC | Capital Projects Fund | Retainage - Contract #23300110 | \$11,330.50 |
| <i>71 CONSTRUCTION, INC - Total For Capital Projects Fund</i> | | | <i>\$11,330.50</i> |
| 71 CONSTRUCTION, INC | Parks - Parks Maint. | 3" Rock for FWC | \$1,251.84 |
| 71 CONSTRUCTION, INC | Parks - Parks Maint. | 3" Rock for FWC | \$1,990.56 |
| <i>71 CONSTRUCTION, INC - Total For Parks - Parks Maint.</i> | | | <i>\$3,242.40</i> |
| 71 CONSTRUCTION, INC - ALL DEPARTMENTS | | | \$14,572.90 |

A.M.B.I. & SHIPPING,

| | | | |
|---|-----------------|---------------------------|-----------------|
| A.M.B.I. & SHIPPING, | Municipal Court | Mailing / Postage Service | \$117.21 |
| <i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i> | | | <i>\$117.21</i> |
| A.M.B.I. & SHIPPING, - ALL DEPARTMENTS | | | \$117.21 |

AAA LANDSCAPING

| | | | |
|---|--------------------------------|--|-----------------|
| AAA LANDSCAPING | Balefill - Disposal & Landfill | Mowing & Trimming Service FOR OCTOBER | \$420.00 |
| <i>AAA LANDSCAPING - Total For Balefill - Disposal & Landfill</i> | | | <i>\$420.00</i> |
| AAA LANDSCAPING | Community Development | Boarding Up Windows & Disposal Of Debris | \$192.95 |

AAA LANDSCAPING - Total For Community Development \$192.95

AAA LANDSCAPING - ALL DEPARTMENTS \$612.95

AIRGAS LLC -CENTRAL

AIRGAS LLC -CENTRAL Buildings & Structures Fund Repair supplies for Parks equipment - Airgas \$107.12

AIRGAS LLC -CENTRAL - Total For Buildings & Structures Fund \$107.12

AIRGAS LLC -CENTRAL - ALL DEPARTMENTS \$107.12

AIRGAS USA LLC

AIRGAS USA LLC Balefill - Baler Processing Clamps, FOR WELDER MAIN BLDG \$182.20

AIRGAS USA LLC Balefill - Baler Processing Acetylene GAS FOR TORCH \$76.61

AIRGAS USA LLC - Total For Balefill - Baler Processing \$258.81

AIRGAS USA LLC Balefill - Disposal & Landfill SUPPLIES FOR LDF ROAD PROJECT \$141.15

AIRGAS USA LLC - Total For Balefill - Disposal & Landfill \$141.15

AIRGAS USA LLC Refuse - Residential Gloves/SAFETY EQUIPT FOR CREWS \$1,159.81

AIRGAS USA LLC - Total For Refuse - Residential \$1,159.81

AIRGAS USA LLC - ALL DEPARTMENTS \$1,559.77

ALBERTSONS #0060

ALBERTSONS #0060 Human Resources OFFICE COFFEE \$13.99

ALBERTSONS #0060 - Total For Human Resources \$13.99

ALBERTSONS #0060 Police Investigations GROCERY STORES, SUPERMARKETS; Peer grp \$29.12

ALBERTSONS #0060 - Total For Police Investigations \$29.12

ALBERTSONS #0060 - ALL DEPARTMENTS \$43.11

ALBERTSONS #0062

ALBERTSONS #0062 Fire-EMS Administration Retirement party supplies \$80.06

ALBERTSONS #0062 - Total For Fire-EMS Administration \$80.06

ALBERTSONS #0062 - ALL DEPARTMENTS \$80.06

ALL AMERICAN GASKET

ALL AMERICAN GASKET Water Meters 5/8" THICK & THIN GASKETS- METER REPAIR \$377.60

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| ALL AMERICAN GASKET - Total For Water Meters | \$377.60 |
| ALL AMERICAN GASKET - ALL DEPARTMENTS | \$377.60 |

ALL COUNTY COWBOY PR

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| ALL COUNTY COWBOY PR Refuse Revenue and Transfer | \$47.22 |
| ALL COUNTY COWBOY PR - Total For Refuse Revenue and Transfers | \$47.22 |
| ALL COUNTY COWBOY PR - ALL DEPARTMENTS | \$47.22 |

ALL-OUT-FIRE EXT

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| ALL-OUT-FIRE EXT Refuse - Residential Fire Extinguisher Recharge | \$44.00 |
| ALL-OUT-FIRE EXT - Total For Refuse - Residential | \$44.00 |
| ALL-OUT-FIRE EXT - ALL DEPARTMENTS | \$44.00 |

ALSCO

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| ALSCO Balefill - Disposal & Landfill Professional Laundry Services | \$109.26 |
| ALSCO Balefill - Disposal & Landfill Professional Laundry Services | \$56.57 |
| ALSCO - Total For Balefill - Disposal & Landfill | \$165.83 |
| ALSCO Fleet Maintenance Fund Laundry service | \$186.65 |
| ALSCO Fleet Maintenance Fund Laundry service | \$141.65 |
| ALSCO - Total For Fleet Maintenance Fund | \$328.30 |
| ALSCO Refuse - Residential Professional Laundry Services | \$97.72 |
| ALSCO - Total For Refuse - Residential | \$97.72 |
| ALSCO Sewer Wastewater Collection Professional Laundry Services | \$22.97 |
| ALSCO - Total For Sewer Wastewater Collection | \$22.97 |
| ALSCO WWTP Operations Professional Laundry Services | \$147.04 |
| ALSCO WWTP Operations Professional Laundry Services | \$146.64 |
| ALSCO WWTP Operations Professional Laundry Services | \$147.04 |
| ALSCO - Total For WWTP Operations | \$440.72 |
| ALSCO - ALL DEPARTMENTS | \$1,055.54 |

ALTITUDE VETERINARY

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| ALTITUDE VETERINARY Metro Animal Control Veterinary services | \$953.24 |
| ALTITUDE VETERINARY Metro Animal Control Veterinary Services | \$186.75 |

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| ALTITUDE VETERINARY - Total For Metro Animal Control | \$1,139.99 |
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| ALTITUDE VETERINARY - ALL DEPARTMENTS | \$1,139.99 |
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Amazon Prime

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| Amazon Prime | Hogadon - Operations | Amazon | \$14.99 |
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| Amazon Prime - Total For Hogadon - Operations | \$14.99 |
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| Amazon Prime - ALL DEPARTMENTS | \$14.99 |
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AMAZON.COM 7A0YG9OM3

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| AMAZON.COM 7A0YG9OM | Aquatics - Operations | Laminator | \$38.58 |
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| AMAZON.COM 7A0YG9OM3 - Total For Aquatics - Operations | \$38.58 |
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| AMAZON.COM 7A0YG9OM3 - ALL DEPARTMENTS | \$38.58 |
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AMAZON.COM 933JB1HX3

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| AMAZON.COM 933JB1HX3 | Community Development | BOOK STORES | \$17.33 |
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| AMAZON.COM 933JB1HX3 - Total For Community Development | \$17.33 |
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| AMAZON.COM 933JB1HX3 - ALL DEPARTMENTS | \$17.33 |
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AMAZON.COM ZI6493VR3

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|----------------------|------------------------|------------------------|----------|
| AMAZON.COM ZI6493VR3 | Fleet Maintenance Fund | TONER CARTRIDGE / NAPA | \$208.89 |
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| AMAZON.COM ZI6493VR3 - Total For Fleet Maintenance Fund | \$208.89 |
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| AMAZON.COM ZI6493VR3 - ALL DEPARTMENTS | \$208.89 |
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AMEND, SPENCER

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| AMEND, SPENCER | Refuse Revenue and Transfer | \$177.84 |
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| AMEND, SPENCER - Total For Refuse Revenue and Transfers | \$177.84 |
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| AMEND, SPENCER - ALL DEPARTMENTS | \$177.84 |
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AMERICAN TITLE AGENC

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| AMERICAN TITLE AGENC | Community Development | O & E Report | \$125.00 |
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| AMERICAN TITLE AGENC - Total For Community Development | \$125.00 |
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AMERICAN TITLE AGENC - ALL DEPARTMENTS \$125.00

AMERICAN WATER WORKS

AMERICAN WATER WORKS Water Administration CHARITABLE AND SOCIAL SERVICE ORGANIZ \$4,512.00
AMERICAN WATER WORKS - Total For Water Administration \$4,512.00

AMERICAN WATER WORKS - ALL DEPARTMENTS \$4,512.00

AMLON INDUSTRIES INC

AMLON INDUSTRIES INC Hogadon - Operations Lift Tickets / Shipping & Handling \$2,177.01
AMLON INDUSTRIES INC - Total For Hogadon - Operations \$2,177.01

AMLON INDUSTRIES INC - ALL DEPARTMENTS \$2,177.01

AMZN Mktp US

AMZN MKTP US Aquatics - Operations Aqua/Athletic/Rec Large 2024 Wall Calendar \$27.93
AMZN MKTP US - Total For Aquatics - Operations \$27.93

AMZN MKTP US Community Development BOOK STORES \$41.98
AMZN MKTP US - Total For Community Development \$41.98

AMZN MKTP US Field Maintenance Aqua/Athletic/Rec Large 2024 Wall Calendar \$55.86
AMZN MKTP US - Total For Field Maintenance \$55.86

AMZN MKTP US Fire-EMS Training Carabiners for high rise packs \$139.50
AMZN MKTP US - Total For Fire-EMS Training \$139.50

AMZN MKTP US Fleet Maintenance Fund IN/OUT PLAQUE \$9.99
AMZN MKTP US - Total For Fleet Maintenance Fund \$9.99

AMZN MKTP US Ft. Caspar Museum Table for collections \$64.99
AMZN MKTP US - Total For Ft. Caspar Museum \$64.99

AMZN MKTP US Hogadon - Operations Monitor mount lodge \$62.99
AMZN MKTP US - Total For Hogadon - Operations \$62.99

AMZN MKTP US Rec Center - Admin Rec Manager and Rec Admin Name Plate \$32.18

AMZN MKTP US Rec Center - Admin Aqua/Athletic/Rec Large 2024 Wall Calendar \$27.93

AMZN MKTP US Rec Center - Admin Rec Admin color printer cartridges Yellow/M \$259.78
AMZN MKTP US - Total For Rec Center - Admin \$319.89

AMZN MKTP US Rec Center - Operations Aqua/Athletic/Rec Large 2024 Wall Calendar \$27.93
AMZN MKTP US - Total For Rec Center - Operations \$27.93

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| AMZN MKTP US | Water Distribution | ARV MAINTENANCE- WATER & SEWER LINE | \$55.98 |
| AMZN MKTP US | Water Distribution | ARV MAINTENANCE- WATER & SEWER LINE | \$29.40 |
| AMZN MKTP US | Water Distribution | HARD HATS- OTHER MATERIALS & SUPPLIES | \$37.06 |
| AMZN MKTP US | Water Distribution | VALVES FOR GENERATOR- VEHICLE SUPPLIES | \$15.98 |
| <i>AMZN MKTP US - Total For Water Distribution</i> | | | <i>\$138.42</i> |
| AMZN MKTP US | Weed & Pest Fund | Supplies | \$70.20 |
| <i>AMZN MKTP US - Total For Weed & Pest Fund</i> | | | <i>\$70.20</i> |
| AMZN MKTP US - ALL DEPARTMENTS | | | \$959.68 |

ANDERSON CRPT CLEANI

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| ANDERSON CRPT CLEANI | Refuse Revenue and Transfer | | \$261.11 |
| <i>ANDERSON CRPT CLEANI - Total For Refuse Revenue and Transfers</i> | | | <i>\$261.11</i> |
| ANDERSON CRPT CLEANI - ALL DEPARTMENTS | | | \$261.11 |

APCO INTERNATIONAL I

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|--|-----------------------------|--|-----------------|
| APCO INTERNATIONAL I | Public Safety Communication | BUSINESS SERVICES NOT ELSEWHERE CLASSI | \$972.00 |
| <i>APCO INTERNATIONAL I - Total For Public Safety Communications</i> | | | <i>\$972.00</i> |
| APCO INTERNATIONAL I - ALL DEPARTMENTS | | | \$972.00 |

AT & T CORP

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|---|-----------------------------|------------------------|-----------------|
| AT & T CORP | Public Safety Communication | Acct #051 221-2711 001 | \$193.11 |
| <i>AT & T CORP - Total For Public Safety Communications</i> | | | <i>\$193.11</i> |
| AT & T CORP | Streets | Acct #287294643026 | \$200.20 |
| <i>AT & T CORP - Total For Streets</i> | | | <i>\$200.20</i> |
| AT & T CORP - ALL DEPARTMENTS | | | \$393.31 |

ATLANTIC ELECTRIC, I

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|--|----------------------|--------------------------|-----------------|
| ATLANTIC ELECTRIC, I | Hogadon - Operations | Electrical Work On Pumps | \$553.68 |
| <i>ATLANTIC ELECTRIC, I - Total For Hogadon - Operations</i> | | | <i>\$553.68</i> |
| ATLANTIC ELECTRIC, I - ALL DEPARTMENTS | | | \$553.68 |

ATLAS OFFICE PRODUCT

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|---|---------------------------|---|-------------------|
| ATLAS OFFICE PRODUCT | City Clerk | COMMERCIAL EQUIPMENT, NOT ELSEWHER | \$122.36 |
| <i>ATLAS OFFICE PRODUCT - Total For City Clerk</i> | | | <i>\$122.36</i> |
| ATLAS OFFICE PRODUCT | Community Development | Office Supplies - Batteries | \$48.63 |
| <i>ATLAS OFFICE PRODUCT - Total For Community Development</i> | | | <i>\$48.63</i> |
| ATLAS OFFICE PRODUCT | Customer Service | FOLDING TABLE | \$137.30 |
| ATLAS OFFICE PRODUCT | Customer Service | EPSON INK CARTRIDGES | \$43.51 |
| ATLAS OFFICE PRODUCT | Customer Service | CABINET LOCKBOX | \$43.85 |
| <i>ATLAS OFFICE PRODUCT - Total For Customer Service</i> | | | <i>\$224.66</i> |
| ATLAS OFFICE PRODUCT | Engineering | INK CARTIDGES | \$1,303.76 |
| <i>ATLAS OFFICE PRODUCT - Total For Engineering</i> | | | <i>\$1,303.76</i> |
| ATLAS OFFICE PRODUCT | Fleet Maintenance Fund | key tags & 3 hole punch | \$42.62 |
| ATLAS OFFICE PRODUCT | Fleet Maintenance Fund | Office supplies | \$91.72 |
| <i>ATLAS OFFICE PRODUCT - Total For Fleet Maintenance Fund</i> | | | <i>\$134.34</i> |
| ATLAS OFFICE PRODUCT | Municipal Court | Office supplies | \$131.55 |
| <i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i> | | | <i>\$131.55</i> |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$719.98 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$35.11 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$16.16 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$9.92 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$71.58 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$2,879.92 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$49.42 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$14.03 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$68.15 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$122.24 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$71.36 |
| ATLAS OFFICE PRODUCT | Police Administration | Office supplies | \$914.79 |
| <i>ATLAS OFFICE PRODUCT - Total For Police Administration</i> | | | <i>\$4,972.66</i> |
| ATLAS OFFICE PRODUCT | Regional Water Operations | Pens, Carpet Shampoo, Binders, Scissors, Ta | \$115.44 |
| <i>ATLAS OFFICE PRODUCT - Total For Regional Water Operations</i> | | | <i>\$115.44</i> |
| ATLAS OFFICE PRODUCT | Sewer Administration | INK CARTIDGES | \$115.04 |
| <i>ATLAS OFFICE PRODUCT - Total For Sewer Administration</i> | | | <i>\$115.04</i> |
| ATLAS OFFICE PRODUCT | Water Administration | INK CARTIDGES | \$115.04 |
| <i>ATLAS OFFICE PRODUCT - Total For Water Administration</i> | | | <i>\$115.04</i> |
| ATLAS OFFICE PRODUCT - ALL DEPARTMENTS | | | \$7,283.48 |

ATLAS REPRODUCTION

| | | | |
|---|-------------------------|-----------------------|-----------------|
| ATLAS REPRODUCTION | Community Development | Public Notice Posters | \$105.00 |
| <i>ATLAS REPRODUCTION - Total For Community Development</i> | | | <i>\$105.00</i> |
| ATLAS REPRODUCTION | Fire-EMS Administration | Copier Usage | \$36.12 |
| <i>ATLAS REPRODUCTION - Total For Fire-EMS Administration</i> | | | <i>\$36.12</i> |
| ATLAS REPRODUCTION - ALL DEPARTMENTS | | | \$141.12 |

B&B VALLEY SCALE SER

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| B&B VALLEY SCALE SER | Balefill - Disposal & Landfill | Scale House Service Maintenance | \$550.00 |
| <i>B&B VALLEY SCALE SER - Total For Balefill - Disposal & Landfill</i> | | | <i>\$550.00</i> |
| B&B VALLEY SCALE SER - ALL DEPARTMENTS | | | \$550.00 |

BADLANDS TANK LINES

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|--|----------------------------|--|----------------|
| BADLANDS TANK LINES | Water Revenue and Transfer | | \$27.78 |
| <i>BADLANDS TANK LINES - Total For Water Revenue and Transfers</i> | | | <i>\$27.78</i> |
| BADLANDS TANK LINES - ALL DEPARTMENTS | | | \$27.78 |

BAILEYS ACE HDWE

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|---|-----------------------------|---|-----------------|
| BAILEYS ACE HDWE | Buildings & Structures Fund | Custodial room keys for CBC - Baileys Ace | \$11.96 |
| BAILEYS ACE HDWE | Buildings & Structures Fund | Repair supplies for Aquatics Center - Baileys | \$16.54 |
| <i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i> | | | <i>\$28.50</i> |
| BAILEYS ACE HDWE | Streets | Hose Barb for Yellow Tank | \$3.99 |
| <i>BAILEYS ACE HDWE - Total For Streets</i> | | | <i>\$3.99</i> |
| BAILEYS ACE HDWE | WWTP Operations | Ice melt | \$103.96 |
| <i>BAILEYS ACE HDWE - Total For WWTP Operations</i> | | | <i>\$103.96</i> |
| BAILEYS ACE HDWE - ALL DEPARTMENTS | | | \$136.45 |

BANNERSCOM

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|---|-----------------------|---------------------------------------|-----------------|
| BANNERSCOM | Capital Projects Fund | Construction banners for Project SAFE | \$213.35 |
| <i>BANNERSCOM - Total For Capital Projects Fund</i> | | | <i>\$213.35</i> |
| BANNERSCOM - ALL DEPARTMENTS | | | \$213.35 |

BARGREEN ELLINGSON

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| BARGREEN ELLINGSON | Capital Projects Fund | FWC Kitchen Ovens with casters - 1 of 3 | \$13,222.36 |
| BARGREEN ELLINGSON | Capital Projects Fund | FWC Kitchen Ovens with casters - 2 of 3 | \$13,222.36 |
| BARGREEN ELLINGSON | Capital Projects Fund | FWC Kitchen Ovens with casters - 3 of 3 | \$13,222.36 |

BARGREEN ELLINGSON - Total For Capital Projects Fund \$39,667.08

BARGREEN ELLINGSON - ALL DEPARTMENTS \$39,667.08

BECKER, CHRISTIAN

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|-------------------|-----------------------------|--|---------|
| BECKER, CHRISTIAN | Refuse Revenue and Transfer | | \$82.08 |
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BECKER, CHRISTIAN - Total For Refuse Revenue and Transfers \$82.08

BECKER, CHRISTIAN - ALL DEPARTMENTS \$82.08

BEST BUY

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| BEST BUY | Fleet Maintenance Fund | BLUETOOTH MOUSE | \$16.99 |
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BEST BUY - Total For Fleet Maintenance Fund \$16.99

BEST BUY - ALL DEPARTMENTS \$16.99

BESTBUYCOM8068090947

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| BESTBUYCOM8068090947 | Police Investigations | ELECTRONIC SALES; Best Buy Hard drives | \$629.95 |
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BESTBUYCOM8068090947 - Total For Police Investigations \$629.95

BESTBUYCOM8068090947 - ALL DEPARTMENTS \$629.95

BEZZANT, CAROL

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|----------------|------------|--|---------|
| BEZZANT, CAROL | Sewer Fund | | \$39.94 |
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BEZZANT, CAROL - Total For Sewer Fund \$39.94

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| BEZZANT, CAROL | Water Revenue and Transfer | | \$233.10 |
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BEZZANT, CAROL - Total For Water Revenue and Transfers \$233.10

BEZZANT, CAROL - ALL DEPARTMENTS \$273.04

BIG HORN TIRE

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| BIG HORN TIRE | Balefill - Disposal & Landfill | OTR Tire Repair UNIT#141420 | \$1,280.55 |
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| <i>BIG HORN TIRE - Total For Balefill - Disposal & Landfill</i> | | | \$1,280.55 |
| BIG HORN TIRE | Refuse - Commercial | TRK#2307 COMMERCIAL FRONTLOAD 2022 | \$40.00 |
| <i>BIG HORN TIRE - Total For Refuse - Commercial</i> | | | \$40.00 |
| BIG HORN TIRE - ALL DEPARTMENTS | | | \$1,320.55 |

BLACK HILLS ENERGY

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| BLACK HILLS ENERGY | Balefill - Disposal & Landfill | Acct #7538 8605 37 | \$29.00 |
| BLACK HILLS ENERGY | Balefill - Disposal & Landfill | Acct #1919 8530 97 | \$3,682.73 |
| <i>BLACK HILLS ENERGY - Total For Balefill - Disposal & Landfill</i> | | | \$3,711.73 |
| BLACK HILLS ENERGY | Cemetery | Acct #9629 0042 60 | \$150.96 |
| <i>BLACK HILLS ENERGY - Total For Cemetery</i> | | | \$150.96 |
| BLACK HILLS ENERGY | Field Maintenance | Acct #5655 3404 55 | \$163.07 |
| <i>BLACK HILLS ENERGY - Total For Field Maintenance</i> | | | \$163.07 |
| BLACK HILLS ENERGY | Fire-EMS Administration | Acct #3267 4234 58 | \$201.35 |
| BLACK HILLS ENERGY | Fire-EMS Administration | Acct #1783 9430 41 | \$1,190.74 |
| <i>BLACK HILLS ENERGY - Total For Fire-EMS Administration</i> | | | \$1,392.09 |
| BLACK HILLS ENERGY | Fleet Maintenance Fund | Acct #5293 6421 13 | \$3,358.41 |
| <i>BLACK HILLS ENERGY - Total For Fleet Maintenance Fund</i> | | | \$3,358.41 |
| BLACK HILLS ENERGY | Golf - Operations | Acct #1340 9824 25 | \$214.69 |
| BLACK HILLS ENERGY | Golf - Operations | Acct #6566 7661 30 | \$208.31 |
| <i>BLACK HILLS ENERGY - Total For Golf - Operations</i> | | | \$423.00 |
| BLACK HILLS ENERGY | Ice Arena - Operations | Acct #9570 6006 61 | \$968.98 |
| <i>BLACK HILLS ENERGY - Total For Ice Arena - Operations</i> | | | \$968.98 |
| BLACK HILLS ENERGY | Metro Animal Shelter | Acct #9630 2229 58 | \$826.05 |
| <i>BLACK HILLS ENERGY - Total For Metro Animal Shelter</i> | | | \$826.05 |
| BLACK HILLS ENERGY | Parks - Parks Maint. | Acct #2076 2356 87 | \$174.34 |
| <i>BLACK HILLS ENERGY - Total For Parks - Parks Maint.</i> | | | \$174.34 |
| BLACK HILLS ENERGY | Public Transit - Operations | Acct #3470 5680 29 | \$81.04 |
| <i>BLACK HILLS ENERGY - Total For Public Transit - Operations</i> | | | \$81.04 |
| BLACK HILLS ENERGY | Sewer Wastewater Collection | Acct #6405 5357 61 lift station natural gas | \$32.10 |
| <i>BLACK HILLS ENERGY - Total For Sewer Wastewater Collection</i> | | | \$32.10 |
| BLACK HILLS ENERGY | Water Distribution | Acct #0295 5402 18 | \$821.61 |
| <i>BLACK HILLS ENERGY - Total For Water Distribution</i> | | | \$821.61 |
| BLACK HILLS ENERGY - ALL DEPARTMENTS | | | \$12,103.38 |

BLAKEMAN PROPANE

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| BLAKEMAN PROPANE | Balefill - Disposal & Landfill | Propane HEAT FOR EQUIPT BLGD | \$199.90 |
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| <i>BLAKEMAN PROPANE - Total For Balefill - Disposal & Landfill</i> | | | <i>\$199.90</i> |
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| BLAKEMAN PROPANE | Hogadon - Operations | Propane | \$1,961.02 |
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| BLAKEMAN PROPANE | Hogadon - Operations | Propane | \$241.88 |
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| BLAKEMAN PROPANE | Hogadon - Operations | Propane | \$999.50 |
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| <i>BLAKEMAN PROPANE - Total For Hogadon - Operations</i> | | | <i>\$3,202.40</i> |
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| BLAKEMAN PROPANE - ALL DEPARTMENTS | | | \$3,402.30 |
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BLOEDORN LUMBER CO

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| BLOEDORN LUMBER CO | Buildings & Structures Fund | BAS Shop Supplies - Bloedorn | \$6.29 |
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| <i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i> | | | <i>\$6.29</i> |
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| BLOEDORN LUMBER CO - ALL DEPARTMENTS | | | \$6.29 |
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BRECK, ALISON

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| BRECK, ALISON | Water Revenue and Transfer | | \$78.98 |
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| <i>BRECK, ALISON - Total For Water Revenue and Transfers</i> | | | <i>\$78.98</i> |
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| BRECK, ALISON - ALL DEPARTMENTS | | | \$78.98 |
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BRIAN'S GO TO SERVIC

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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$134.64 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$109.80 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$72.60 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$174.94 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$167.64 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$201.20 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$170.10 |
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| BRIAN'S GO TO SERVIC | Community Development | Mowing Service | \$197.10 |
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| <i>BRIAN'S GO TO SERVIC - Total For Community Development</i> | | | <i>\$1,228.02</i> |
|---|--|--|-------------------|

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|---|--|--|-------------------|
| BRIAN'S GO TO SERVIC - ALL DEPARTMENTS | | | \$1,228.02 |
|---|--|--|-------------------|

BRIDGEPAY NETWORK SO

| | | | |
|---|-----------------------|------------------|----------------|
| BRIDGEPAY NETWORK SO | City Clerk | CREDIT CARD FEES | \$13.23 |
| <i>BRIDGEPAY NETWORK SO - Total For City Clerk</i> | | | \$13.23 |
| BRIDGEPAY NETWORK SO | Community Development | CREDIT CARD FEES | \$13.24 |
| <i>BRIDGEPAY NETWORK SO - Total For Community Development</i> | | | \$13.24 |
| BRIDGEPAY NETWORK SO | Engineering | CREDIT CARD FEES | \$13.23 |
| <i>BRIDGEPAY NETWORK SO - Total For Engineering</i> | | | \$13.23 |
| BRIDGEPAY NETWORK SO - ALL DEPARTMENTS | | | \$39.70 |

CAMERON, VICTORIA

| | | | |
|--|----------------------------|--|-----------------|
| CAMERON, VICTORIA | Water Revenue and Transfer | | \$187.32 |
| <i>CAMERON, VICTORIA - Total For Water Revenue and Transfers</i> | | | \$187.32 |
| CAMERON, VICTORIA - ALL DEPARTMENTS | | | \$187.32 |

CAPITAL BUSINESS SYS

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

CASPER COMMUNITY GRE

| | | | |
|---|----------------------------|--|----------------|
| CASPER COMMUNITY GRE | Water Revenue and Transfer | | \$41.05 |
| <i>CASPER COMMUNITY GRE - Total For Water Revenue and Transfers</i> | | | \$41.05 |
| CASPER COMMUNITY GRE - ALL DEPARTMENTS | | | \$41.05 |

CASPER NATRONA COUNT

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

CASPER RECREATIONAL

| | | | |
|---|----------|---|------------|
| CASPER RECREATIONAL | Softball | One Pitch Softball Umpires Pay & Officials Fo | \$4,284.36 |
| <i>CASPER RECREATIONAL - Total For Softball</i> | | | \$4,284.36 |

CASPER RECREATIONAL - ALL DEPARTMENTS

\$4,284.36

CASPER STAR-TRIBUNE,

| | | | |
|---|-----------------------|------------------------------------|------------|
| CASPER STAR-TRIBUNE, | Capital Projects Fund | Request For Proposal | \$66.48 |
| <i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i> | | | \$66.48 |
| CASPER STAR-TRIBUNE, | City Council | Public Hearings | \$67.00 |
| <i>CASPER STAR-TRIBUNE, - Total For City Council</i> | | | \$67.00 |
| CASPER STAR-TRIBUNE, | Community Development | Notice Sale Of City Owned Property | \$912.35 |
| CASPER STAR-TRIBUNE, | Community Development | Regularly Scheduled Meeting | \$75.20 |
| CASPER STAR-TRIBUNE, | Community Development | Notice Of Public Hearing | \$144.32 |
| CASPER STAR-TRIBUNE, | Community Development | Regularly Scheduled Meeting | \$106.88 |
| <i>CASPER STAR-TRIBUNE, - Total For Community Development</i> | | | \$1,238.75 |

CASPER STAR-TRIBUNE, - ALL DEPARTMENTS

\$1,372.23

CASPER TIRE

| | | | |
|---|--------------------------------|--|------------|
| CASPER TIRE | Balefill - Disposal & Landfill | Flat repair UNIT#141422 | \$20.00 |
| <i>CASPER TIRE - Total For Balefill - Disposal & Landfill</i> | | | \$20.00 |
| CASPER TIRE | Fleet Maintenance Fund | 230079 2)Flat Repairs | \$70.00 |
| CASPER TIRE | Fleet Maintenance Fund | 230080 Flat repair | \$35.00 |
| CASPER TIRE | Fleet Maintenance Fund | 230081 Tires | \$1,340.00 |
| CASPER TIRE | Fleet Maintenance Fund | 230082 Tires | \$480.00 |
| <i>CASPER TIRE - Total For Fleet Maintenance Fund</i> | | | \$1,925.00 |
| CASPER TIRE | Refuse - Commercial | FLAT REPAIR TRK#2288 COMMERCIAL FL 201 | \$90.00 |
| <i>CASPER TIRE - Total For Refuse - Commercial</i> | | | \$90.00 |
| CASPER TIRE | Refuse - Residential | Flat repair TRK#2312 RESIDENTL SL 2023 | \$45.00 |
| CASPER TIRE | Refuse - Residential | Flat Repair SIDELOAD 2312 | \$45.00 |
| <i>CASPER TIRE - Total For Refuse - Residential</i> | | | \$90.00 |

CASPER TIRE - ALL DEPARTMENTS

\$2,125.00

CASPER WINNELSON CO

| | | | |
|---------------------|-----------------------------|--|---------|
| CASPER WINNELSON CO | Buildings & Structures Fund | Repair supplies for Fire Station 1 - Winnelson | \$5.28 |
| CASPER WINNELSON CO | Buildings & Structures Fund | Repair supplies for Hogadon Lodge - Winnels | \$84.64 |
| CASPER WINNELSON CO | Buildings & Structures Fund | Repair supplies for Parking Garage Restroom | \$62.48 |

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|---|-----------------|
| CASPER WINNELSON CO - Total For Buildings & Structures Fund | \$152.40 |
| CASPER WINNELSON CO - ALL DEPARTMENTS | \$152.40 |

CENTRAL LANDSCAPING

| | |
|---|----------------|
| CENTRAL LANDSCAPING Balefill | \$20.00 |
| <i>CENTRAL LANDSCAPING - Total For Balefill</i> | <i>\$20.00</i> |
| CENTRAL LANDSCAPING - ALL DEPARTMENTS | \$20.00 |

CENTRAL WYOMING SENI

| | |
|---|----------------|
| CENTRAL WYOMING SENI Buildings & Structures Fund | \$60.00 |
| <i>CENTRAL WYOMING SENI - Total For Buildings & Structures Fund</i> | <i>\$60.00</i> |
| CENTRAL WYOMING SENI - ALL DEPARTMENTS | \$60.00 |

CENTURYLINK

| | |
|--|--------------------|
| CENTURYLINK Casper Business Center Acct #307-577-0851 168B | \$57.82 |
| <i>CENTURYLINK - Total For Casper Business Center</i> | <i>\$57.82</i> |
| CENTURYLINK Fleet Maintenance Fund Acct #P-307-111-5112 611M | \$181.46 |
| <i>CENTURYLINK - Total For Fleet Maintenance Fund</i> | <i>\$181.46</i> |
| CENTURYLINK Metro Animal Shelter Acct #P-307-234-8116 403M | \$155.50 |
| <i>CENTURYLINK - Total For Metro Animal Shelter</i> | <i>\$155.50</i> |
| CENTURYLINK Municipal Court Acct #307-234-6291 349B | \$30.41 |
| <i>CENTURYLINK - Total For Municipal Court</i> | <i>\$30.41</i> |
| CENTURYLINK Police Administration Acct #P-307-111-5103 060M | \$405.63 |
| <i>CENTURYLINK - Total For Police Administration</i> | <i>\$405.63</i> |
| CENTURYLINK Public Safety Communication Acct #P-307-111-5107 160M | \$11,115.65 |
| <i>CENTURYLINK - Total For Public Safety Communications</i> | <i>\$11,115.65</i> |
| CENTURYLINK Sewer Wastewater Collection Acct #307-234-6303 407B lift station comms | \$82.96 |
| <i>CENTURYLINK - Total For Sewer Wastewater Collection</i> | <i>\$82.96</i> |
| CENTURYLINK WWTP Regional Interceptors Acct #307-472-1129 839B lift station commu | \$62.21 |
| <i>CENTURYLINK - Total For WWTP Regional Interceptors</i> | <i>\$62.21</i> |
| CENTURYLINK - ALL DEPARTMENTS | \$12,091.64 |

CHAMPAGNE, KEVIN

| | | | |
|---|----------------------------|--|----------------|
| CHAMPAGNE, KEVIN | Water Revenue and Transfer | | \$27.78 |
| <i>CHAMPAGNE, KEVIN - Total For Water Revenue and Transfers</i> | | | \$27.78 |
| CHAMPAGNE, KEVIN - ALL DEPARTMENTS | | | \$27.78 |

CHILI'S LS MCO

| | | | |
|---|-----------------------|----------------------------|----------------|
| CHILI'S LS MCO | Community Development | EATING PLACES, RESTAURANTS | \$17.69 |
| <i>CHILI'S LS MCO - Total For Community Development</i> | | | \$17.69 |
| CHILI'S LS MCO - ALL DEPARTMENTS | | | \$17.69 |

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> | | | \$1,000.00 |
| CITIZENS FOR CIVIC A - ALL DEPARTMENTS | | | \$1,000.00 |

CITY OF CASPER

| | | | |
|---|-----------------------------|--|------------|
| CITY OF CASPER | Hogadon - Operations | Public Garbage - Balefill Ticket #116563 | \$28.05 |
| <i>CITY OF CASPER - Total For Hogadon - Operations</i> | | | \$28.05 |
| CITY OF CASPER | Ice Arena - Operations | Ice Arena Liquor License March 2025 | \$1,009.00 |
| <i>CITY OF CASPER - Total For Ice Arena - Operations</i> | | | \$1,009.00 |
| CITY OF CASPER | Metro Animal Shelter | Annual - Unlimited Use Of The Landfill Anima | \$612.00 |
| <i>CITY OF CASPER - Total For Metro Animal Shelter</i> | | | \$612.00 |
| CITY OF CASPER | Metropolitan Planning Org | GIS - Interdepartmental Services | \$7,553.34 |
| <i>CITY OF CASPER - Total For Metropolitan Planning Org</i> | | | \$7,553.34 |
| CITY OF CASPER | Public Transit - Operations | Monthly IT Services | \$4,553.17 |
| <i>CITY OF CASPER - Total For Public Transit - Operations</i> | | | \$4,553.17 |
| CITY OF CASPER | Rec Center - Operations | Pickup Landfill - Balefill Ticket #116740 | \$20.00 |
| <i>CITY OF CASPER - Total For Rec Center - Operations</i> | | | \$20.00 |
| CITY OF CASPER | Refuse - Residential | Garbage baler, park trash & recycle cardboar | \$6,425.65 |
| CITY OF CASPER | Refuse - Residential | Garbage baler & recycle newspaper/cardboa | \$7,274.50 |
| CITY OF CASPER | Refuse - Residential | Garbage baler & recycle cardboard | \$627.55 |
| CITY OF CASPER | Refuse - Residential | Garbage baler & recycle cardboard | \$6,254.05 |
| CITY OF CASPER | Refuse - Residential | Garbage Baler, Park Trash & Recycle Cardbo | \$6,616.70 |
| CITY OF CASPER | Refuse - Residential | Garbage baler & recycle newspaper/cardboa | \$6,759.98 |

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|--|----------------------|--|--------------------|
| CITY OF CASPER | Refuse - Residential | Garbage Baler/Park Trash/Newspaper/Cardb | \$7,249.28 |
| CITY OF CASPER | Refuse - Residential | Garbage baler & recycle cardboard | \$6,752.90 |
| <i>CITY OF CASPER - Total For Refuse - Residential</i> | | | <i>\$47,960.61</i> |
| CITY OF CASPER | WWTP Operations | Sump Sludge/Honey Wagon | \$88.00 |
| CITY OF CASPER | WWTP Operations | Sump Sludge/Honey Wagon | \$115.50 |
| CITY OF CASPER | WWTP Operations | Sump Sludge/Honey Wagon | \$90.20 |
| <i>CITY OF CASPER - Total For WWTP Operations</i> | | | <i>\$293.70</i> |
| CITY OF CASPER - ALL DEPARTMENTS | | | \$62,029.87 |

CIVIL ENGINEERING PR

| | | | |
|---|-----------------------------|--------------------------------|-------------------|
| CIVIL ENGINEERING PR | Metropolitan Planning Org | Contract Withholding: 23300025 | \$1,250.00 |
| <i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i> | | | <i>\$1,250.00</i> |
| CIVIL ENGINEERING PR | Sewer Wastewater Collection | GemsS028991-Poplar & 1st St In | \$1,065.00 |
| <i>CIVIL ENGINEERING PR - Total For Sewer Wastewater Collection</i> | | | <i>\$1,065.00</i> |
| CIVIL ENGINEERING PR - ALL DEPARTMENTS | | | \$2,315.00 |

CMI TECO, INC.

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|--|--------------------------------|--|--------------------|
| CMI TECO, INC. | Balefill - Disposal & Landfill | Equipment repair trk# 2257 landfill rolloff 20 | \$3,607.86 |
| <i>CMI TECO, INC. - Total For Balefill - Disposal & Landfill</i> | | | <i>\$3,607.86</i> |
| CMI TECO, INC. | Refuse - Commercial | Equipment repair Trk#2305 Commerical Roll | \$5,041.30 |
| <i>CMI TECO, INC. - Total For Refuse - Commercial</i> | | | <i>\$5,041.30</i> |
| CMI TECO, INC. | Refuse - Recycling | Equipment repair trk# 2309 recycle fl 2023 | \$2,387.85 |
| CMI TECO, INC. | Refuse - Recycling | Engine Heater Wiring Harn trk2306mrftrantr | \$199.59 |
| CMI TECO, INC. | Refuse - Recycling | Equipment repair - trk2276 recycle fl 2016 | \$364.84 |
| <i>CMI TECO, INC. - Total For Refuse - Recycling</i> | | | <i>\$2,952.28</i> |
| CMI TECO, INC. | Refuse - Residential | Single Finger Rubber-all McNeilus trks | \$915.85 |
| CMI TECO, INC. | Refuse - Residential | Cap Screw & Single Finger Rubber-all McNeli | \$407.11 |
| CMI TECO, INC. | Refuse - Residential | Glass-trk# 2313 res. sl 2023 | \$243.35 |
| CMI TECO, INC. | Refuse - Residential | Service Kit Seat Cushion trk2302 res. sl 2020 | \$147.24 |
| CMI TECO, INC. | Refuse - Residential | Equipment repair trk2285 res. 2017 | \$3,781.34 |
| <i>CMI TECO, INC. - Total For Refuse - Residential</i> | | | <i>\$5,494.89</i> |
| CMI TECO, INC. - ALL DEPARTMENTS | | | \$17,096.33 |

COBBLESTONE INN

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|---|------------------------|---|-----------------|
| COBBLESTONE INN | Police Career Services | LODGING, HOTELS, MOTELS, RESORTS; snipe | \$533.40 |
| <i>COBBLESTONE INN - Total For Police Career Services</i> | | | <i>\$533.40</i> |
| COBBLESTONE INN - ALL DEPARTMENTS | | | \$533.40 |

COCA COLA BOTTLING C

| | | | |
|--|--------------------------------|--|----------------|
| COCA COLA BOTTLING C | Balefill - Disposal & Landfill | Water delivery for scale house customers | \$35.00 |
| <i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i> | | | <i>\$35.00</i> |
| COCA COLA BOTTLING C - ALL DEPARTMENTS | | | \$35.00 |

COLLECTION CENTER IN

| | | | |
|---|-----------------------|--------------------|-------------------|
| COLLECTION CENTER IN | Community Development | Collection service | \$17.25 |
| COLLECTION CENTER IN | Community Development | Collection service | \$49.05 |
| COLLECTION CENTER IN | Community Development | Collection service | \$54.38 |
| COLLECTION CENTER IN | Community Development | Collection service | \$38.94 |
| COLLECTION CENTER IN | Community Development | Collection Service | \$12.00 |
| COLLECTION CENTER IN | Community Development | Collection service | \$34.79 |
| <i>COLLECTION CENTER IN - Total For Community Development</i> | | | <i>\$206.41</i> |
| COLLECTION CENTER IN | Customer Service | Collection Service | \$750.75 |
| <i>COLLECTION CENTER IN - Total For Customer Service</i> | | | <i>\$750.75</i> |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$81.33 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$80.58 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$52.81 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$130.43 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$1,251.19 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$343.70 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$173.30 |
| COLLECTION CENTER IN | Refuse - Residential | Collection service | \$133.51 |
| <i>COLLECTION CENTER IN - Total For Refuse - Residential</i> | | | <i>\$2,246.85</i> |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$950.90 |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$61.24 |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$131.76 |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$60.93 |

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|--|----------------------|--------------------|-------------------|
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$99.13 |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$261.21 |
| COLLECTION CENTER IN | Sewer Administration | Collection service | \$101.46 |
| <i>COLLECTION CENTER IN - Total For Sewer Administration</i> | | | <i>\$1,666.63</i> |
| COLLECTION CENTER IN | Water Administration | Collection service | \$388.26 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$2,802.66 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$181.06 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$180.49 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$292.17 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$67.20 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$769.90 |
| COLLECTION CENTER IN | Water Administration | Collection service | \$299.06 |
| <i>COLLECTION CENTER IN - Total For Water Administration</i> | | | <i>\$4,980.80</i> |
| COLLECTION CENTER IN - ALL DEPARTMENTS | | | \$9,851.44 |

COMMUNICATION TECHNO

| | | | |
|---|-----------------------|---|--------------------|
| COMMUNICATION TECHNO | Capital Projects Fund | Equipment for 5 SUVs | \$3,000.00 |
| COMMUNICATION TECHNO | Capital Projects Fund | Equipment and Installation for 4 Unmarked | \$4,115.50 |
| COMMUNICATION TECHNO | Capital Projects Fund | Equipment for 5 SUVs | \$3,905.00 |
| <i>COMMUNICATION TECHNO - Total For Capital Projects Fund</i> | | | <i>\$11,020.50</i> |
| COMMUNICATION TECHNO | Police Administration | Reset Virtual Fuses | \$55.00 |
| <i>COMMUNICATION TECHNO - Total For Police Administration</i> | | | <i>\$55.00</i> |
| COMMUNICATION TECHNO - ALL DEPARTMENTS | | | \$11,075.50 |

COMPRESSION LEASING

| | | | |
|---|--------------------------------|--------------------------------|-------------------|
| COMPRESSION LEASING | Balefill - Disposal & Landfill | SERVING AIR COMPRESSORS FOR SW | \$1,480.00 |
| <i>COMPRESSION LEASING - Total For Balefill - Disposal & Landfill</i> | | | <i>\$1,480.00</i> |
| COMPRESSION LEASING | Field Maintenance | Compressor Rental | \$2,000.00 |
| <i>COMPRESSION LEASING - Total For Field Maintenance</i> | | | <i>\$2,000.00</i> |
| COMPRESSION LEASING | Parks - Parks Maint. | Compressor Rental | \$1,287.50 |
| <i>COMPRESSION LEASING - Total For Parks - Parks Maint.</i> | | | <i>\$1,287.50</i> |
| COMPRESSION LEASING | Refuse - Residential | SERVING AIR COMPRESSORS FOR SW | \$1,480.00 |
| <i>COMPRESSION LEASING - Total For Refuse - Residential</i> | | | <i>\$1,480.00</i> |

COMPRESSION LEASING - ALL DEPARTMENTS \$6,247.50

CONOCO - STOP-N-GO

CONOCO - STOP-N-GO Water Meters FUEL FOR TRUCK 770993- FUEL CARD WASN' \$34.97

CONOCO - STOP-N-GO - Total For Water Meters \$34.97

CONOCO - STOP-N-GO - ALL DEPARTMENTS \$34.97

CONTAINER COMPONENTS

CONTAINER COMPONENTS Refuse - Commercial Commercial Lock Bars \$1,669.50

CONTAINER COMPONENTS - Total For Refuse - Commercial \$1,669.50

CONTAINER COMPONENTS - ALL DEPARTMENTS \$1,669.50

CORNERSTONE FREE

CORNERSTONE FREE Water Revenue and Transfer \$55.44

CORNERSTONE FREE - Total For Water Revenue and Transfers \$55.44

CORNERSTONE FREE - ALL DEPARTMENTS \$55.44

COSS, MARY

COSS, MARY Sewer Fund \$41.10

COSS, MARY - Total For Sewer Fund \$41.10

COSS, MARY - ALL DEPARTMENTS \$41.10

COTTON, DAVID

COTTON, DAVID Water Revenue and Transfer \$64.05

COTTON, DAVID - Total For Water Revenue and Transfers \$64.05

COTTON, DAVID - ALL DEPARTMENTS \$64.05

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE Buildings & Structures Fund Cleaner/Foam Soap/Paper Towels/Spray Bot \$501.29

COWBOY SUPPLY HOUSE Buildings & Structures Fund Spray Bottles \$14.77

COWBOY SUPPLY HOUSE Buildings & Structures Fund Foam Soap \$70.88

| | | | |
|--|-----------------------------|--|-------------------|
| COWBOY SUPPLY HOUSE | Buildings & Structures Fund | Latex gloves, bathroom tissue & cleaner | \$375.96 |
| COWBOY SUPPLY HOUSE | Buildings & Structures Fund | Garbage Bags/Bathroom Cleaner/Laundry So | \$3,132.78 |
| <i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i> | | | <i>\$4,095.68</i> |
| COWBOY SUPPLY HOUSE - ALL DEPARTMENTS | | | \$4,095.68 |

CPU IIT

| | | | |
|--|-----------------------------|-----------------------|-------------------|
| CPU IIT | Information Services | Computer Replacements | \$1,467.00 |
| <i>CPU IIT - Total For Information Services</i> | | | <i>\$1,467.00</i> |
| CPU IIT | Sewer Wastewater Collection | 3 iPads and Cases | \$1,914.00 |
| <i>CPU IIT - Total For Sewer Wastewater Collection</i> | | | <i>\$1,914.00</i> |
| CPU IIT - ALL DEPARTMENTS | | | \$3,381.00 |

CREATOPY

| | | | |
|--|--------------------|--|----------------|
| CREATOPY | Citizen Engagement | Subscription Animation Platform for making | \$32.00 |
| <i>CREATOPY - Total For Citizen Engagement</i> | | | <i>\$32.00</i> |
| CREATOPY - ALL DEPARTMENTS | | | \$32.00 |

CRIME SCENE INFORMAT

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

CRIMEDEX

| | | | |
|--|------------------------|---------------------------------------|----------------|
| CRIMEDEX | Police Career Services | COMPUTER SOFTWARE STORES; Crime Dex d | \$79.00 |
| <i>CRIMEDEX - Total For Police Career Services</i> | | | <i>\$79.00</i> |
| CRIMEDEX - ALL DEPARTMENTS | | | \$79.00 |

CROWN CONSTRUCTION L

| | | | |
|--|--------------------------------|--------------------------------|--------------------|
| CROWN CONSTRUCTION L | Balefill - Disposal & Landfill | Installation of Leachate Force | \$19,470.25 |
| <i>CROWN CONSTRUCTION L - Total For Balefill - Disposal & Landfill</i> | | | <i>\$19,470.25</i> |
| CROWN CONSTRUCTION L | Capital Projects Fund | PV Pool Gutter System Replacem | \$85,567.45 |
| <i>CROWN CONSTRUCTION L - Total For Capital Projects Fund</i> | | | <i>\$85,567.45</i> |

CROWN CONSTRUCTION L - ALL DEPARTMENTS

\$105,037.70

CRUM ELECTRIC SUPPLY

| | | | |
|---|-----------------------------|---|-----------------|
| CRUM ELECTRIC SUPPLY | Buildings & Structures Fund | Electrical repair supplies for Hogadon - Crum | \$54.58 |
| CRUM ELECTRIC SUPPLY | Buildings & Structures Fund | Repair supplies for Parking Garage - Crum | \$17.26 |
| <i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i> | | | \$71.84 |
| CRUM ELECTRIC SUPPLY | Hogadon - Operations | SATCO S39915 14T8/LED/ 48-840-BP/SE-DE | \$181.92 |
| <i>CRUM ELECTRIC SUPPLY - Total For Hogadon - Operations</i> | | | \$181.92 |
| CRUM ELECTRIC SUPPLY | Regional Water Operations | Degas Tower Camera Parts - Building Supplie | \$17.22 |
| <i>CRUM ELECTRIC SUPPLY - Total For Regional Water Operations</i> | | | \$17.22 |
| CRUM ELECTRIC SUPPLY | RWS - Booster Stations | AIRPORT BOOSTER EXTERIOR LIGHTS X2 REG | \$53.84 |
| <i>CRUM ELECTRIC SUPPLY - Total For RWS - Booster Stations</i> | | | \$53.84 |
| CRUM ELECTRIC SUPPLY | Weed & Pest Fund | parts | \$15.69 |
| <i>CRUM ELECTRIC SUPPLY - Total For Weed & Pest Fund</i> | | | \$15.69 |
| CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS | | | \$340.51 |

CRUMBL CASPER

| | | | |
|--|-----------------------|---------------------------------------|----------------|
| CRUMBL CASPER | Community Development | MISC FOOD STORES-SPECIALITY,CONVENIEN | \$30.42 |
| <i>CRUMBL CASPER - Total For Community Development</i> | | | \$30.42 |
| CRUMBL CASPER - ALL DEPARTMENTS | | | \$30.42 |

CS CONSULTING

| | | | |
|---|--------------------------------|----------------------------|-----------------|
| CS CONSULTING | Balefill - Disposal & Landfill | Fire Extinguisher Recharge | \$120.00 |
| <i>CS CONSULTING - Total For Balefill - Disposal & Landfill</i> | | | \$120.00 |
| CS CONSULTING - ALL DEPARTMENTS | | | \$120.00 |

CULLIGAN OF CASPER

| | | | |
|--|-----------------------------|--|-----------------|
| CULLIGAN OF CASPER | Refuse Revenue and Transfer | | \$134.00 |
| <i>CULLIGAN OF CASPER - Total For Refuse Revenue and Transfers</i> | | | \$134.00 |
| CULLIGAN OF CASPER - ALL DEPARTMENTS | | | \$134.00 |

CUMMINS CSSNA

| | | | |
|---|------------------------|--|-------------------|
| CUMMINS CSSNA | Fleet Maintenance Fund | 121205 REPAIR COOLAND & OIL LEAKS/ & W | \$3,937.87 |
| <i>CUMMINS CSSNA - Total For Fleet Maintenance Fund</i> | | | <i>\$3,937.87</i> |
| CUMMINS CSSNA - ALL DEPARTMENTS | | | \$3,937.87 |

CURB APPEAL PAINTING

| | | | |
|---|-----------------------|--|-------------------|
| CURB APPEAL PAINTING | Capital Projects Fund | Staining of lodge exterior beams and ceiling | \$6,300.00 |
| <i>CURB APPEAL PAINTING - Total For Capital Projects Fund</i> | | | <i>\$6,300.00</i> |
| CURB APPEAL PAINTING - ALL DEPARTMENTS | | | \$6,300.00 |

DANA KEPNER COMPANY

| | | | |
|---|--------------------|---|-------------------|
| DANA KEPNER COMPANY | Water Distribution | UPPER TUBE SEAL, LOWER TUBE SEAL, O-RIN | \$377.40 |
| DANA KEPNER COMPANY | Water Distribution | 1-1/2"-2" ROUND IT TOOL- WATER & SEWER | \$576.07 |
| DANA KEPNER COMPANY | Water Distribution | COUPLINGS, BRASS NIPPLES & BRONZE BALL | \$474.07 |
| DANA KEPNER COMPANY | Water Distribution | ARV PARTS- WATER & SEWER LINE MATERIA | \$227.16 |
| <i>DANA KEPNER COMPANY - Total For Water Distribution</i> | | | <i>\$1,654.70</i> |
| DANA KEPNER COMPANY - ALL DEPARTMENTS | | | \$1,654.70 |

DAYS INN HOT SPRING

| | | | |
|---|--------------|-----------|-----------------|
| DAYS INN HOT SPRING | City Manager | DAYS INNS | \$107.00 |
| DAYS INN HOT SPRING | City Manager | DAYS INNS | \$98.00 |
| <i>DAYS INN HOT SPRING - Total For City Manager</i> | | | <i>\$205.00</i> |
| DAYS INN HOT SPRING - ALL DEPARTMENTS | | | \$205.00 |

DBC IRRIGATION SUPPL

| | | | |
|--|----------------------|----------------------------------|-----------------|
| DBC IRRIGATION SUPPL | Parks - Parks Maint. | Snow Shovels and weed fabric FWC | \$731.83 |
| <i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i> | | | <i>\$731.83</i> |
| DBC IRRIGATION SUPPL - ALL DEPARTMENTS | | | \$731.83 |

DECKER, JACQUELINE

| | | | |
|---|----------------------------|--|-----------------|
| DECKER, JACQUELINE | Water Revenue and Transfer | | \$149.57 |
| <i>DECKER, JACQUELINE - Total For Water Revenue and Transfers</i> | | | <i>\$149.57</i> |

DECKER, JACQUELINE - ALL DEPARTMENTS \$149.57

DECOOK, CODY

DECOOK, CODY Water Revenue and Transfer \$167.23

DECOOK, CODY - Total For Water Revenue and Transfers \$167.23

DECOOK, CODY - ALL DEPARTMENTS \$167.23

DENNIS SUPPLY CO.

DENNIS SUPPLY CO. Buildings & Structures Fund Repair supplies for Senior Center - Dennis Su \$168.82

DENNIS SUPPLY CO. - Total For Buildings & Structures Fund \$168.82

DENNIS SUPPLY CO. - ALL DEPARTMENTS \$168.82

DENVER INDUSTRIAL PU

DENVER INDUSTRIAL PU WWTP Operations Paco Seal Kit \$2,947.17

DENVER INDUSTRIAL PU - Total For WWTP Operations \$2,947.17

DENVER INDUSTRIAL PU - ALL DEPARTMENTS \$2,947.17

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS Finance Wyoming Board of CPAs - Renewal - Nichola \$190.00

DEPT. OF FAMILY SVCS - Total For Finance \$190.00

DEPT. OF FAMILY SVCS - ALL DEPARTMENTS \$190.00

DICK'S SPORTING GOOD

DICK'S SPORTING GOOD Basketball SPORTING GOODS STORES \$157.48

DICK'S SPORTING GOOD - Total For Basketball \$157.48

DICK'S SPORTING GOOD Volleyball SPORTING GOODS STORES \$472.43

DICK'S SPORTING GOOD - Total For Volleyball \$472.43

DICK'S SPORTING GOOD - ALL DEPARTMENTS \$629.91

DP SERVICE FEE UTILI

DP SERVICE FEE UTILI Ice Arena - Operations Ice Arena Liquor License March 2025 \$29.77

DP SERVICE FEE UTILI - Total For Ice Arena - Operations \$29.77

DP SERVICE FEE UTILI - ALL DEPARTMENTS \$29.77

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC Buildings & Structures Fund David Street Door Access Maintenance - DD \$4,426.00

DYNAMIC CONTROLS INC Buildings & Structures Fund David Street Door Access Maintenance \$5,952.00

DYNAMIC CONTROLS INC - Total For Buildings & Structures Fund \$10,378.00

DYNAMIC CONTROLS INC Fire-EMS Administration Fire Station Access Control Project \$94,843.00

DYNAMIC CONTROLS INC - Total For Fire-EMS Administration \$94,843.00

DYNAMIC CONTROLS INC - ALL DEPARTMENTS \$105,221.00

ECONOMIC DEVELOPMENT

ECONOMIC DEVELOPMENT Social Community Services 1st Qtr FY2024 Administrative & Incentive Fu \$111,534.25

ECONOMIC DEVELOPMENT - Total For Social Community Services \$111,534.25

ECONOMIC DEVELOPMENT - ALL DEPARTMENTS \$111,534.25

ELMORE, RONALD

ELMORE, RONALD Water Revenue and Transfer \$180.67

ELMORE, RONALD - Total For Water Revenue and Transfers \$180.67

ELMORE, RONALD - ALL DEPARTMENTS \$180.67

EMERGENCY MEDICAL PH

EMERGENCY MEDICAL PH Fire-EMS Administration Dr. Colgan Medical Director Co \$600.00

EMERGENCY MEDICAL PH - Total For Fire-EMS Administration \$600.00

EMERGENCY MEDICAL PH - ALL DEPARTMENTS \$600.00

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME Police Career Services 2024 Street Cop Training Conference Reimb \$649.00

EMPLOYEE REIMBURSEME Police Career Services 2024 Street Cop Training Conference Reimb \$649.00

EMPLOYEE REIMBURSEME Police Career Services Work clothing reimbursement \$283.50

EMPLOYEE REIMBURSEME Police Career Services Work clothing reimbursement \$59.97

EMPLOYEE REIMBURSEME - Total For Police Career Services \$1,641.47

| | | | |
|---|---------------------------|---|-------------------|
| EMPLOYEE REIMBURSEME | Regional Water Operations | Work Boot Reimbursement - Uniform Expen | \$150.00 |
| <i>EMPLOYEE REIMBURSEME - Total For Regional Water Operations</i> | | | <i>\$150.00</i> |
| EMPLOYEE REIMBURSEME - ALL DEPARTMENTS | | | \$1,791.47 |

ENERGY LABORATORIES

| | | | |
|---|----------------------|-------------------------|----------------|
| ENERGY LABORATORIES | Hogadon - Operations | Monitoring well testing | \$81.00 |
| <i>ENERGY LABORATORIES - Total For Hogadon - Operations</i> | | | <i>\$81.00</i> |
| ENERGY LABORATORIES - ALL DEPARTMENTS | | | \$81.00 |

ENERGY LABRATORIES I

| | | | |
|---|---------------------------|---|-----------------|
| ENERGY LABRATORIES I | Regional Water Operations | Aerobic Endospores - Testing | \$339.00 |
| ENERGY LABRATORIES I | Regional Water Operations | Bacteria, Public Water Supply - Testing | \$53.00 |
| <i>ENERGY LABRATORIES I - Total For Regional Water Operations</i> | | | <i>\$392.00</i> |
| ENERGY LABRATORIES I - ALL DEPARTMENTS | | | \$392.00 |

ENTERPRISE RENT-A-CA

| | | | |
|--|------------------------|--------------------------------|-----------------|
| ENTERPRISE RENT-A-CA | Police Career Services | ENTERPRISE RENT-A-CAR training | \$370.68 |
| <i>ENTERPRISE RENT-A-CA - Total For Police Career Services</i> | | | <i>\$370.68</i> |
| ENTERPRISE RENT-A-CA - ALL DEPARTMENTS | | | \$370.68 |

ENVATO

| | | | |
|--|--------------------|---------------------------|----------------|
| ENVATO | Citizen Engagement | Stock images subscription | \$60.90 |
| <i>ENVATO - Total For Citizen Engagement</i> | | | <i>\$60.90</i> |
| ENVATO - ALL DEPARTMENTS | | | \$60.90 |

ERAC TOLL 776715539

| | | | |
|---|------------------------|-----------------------------|----------------|
| ERAC TOLL 776715539 | Police Career Services | TOLLS, ROAD AND BRIDGE FEES | \$12.67 |
| <i>ERAC TOLL 776715539 - Total For Police Career Services</i> | | | <i>\$12.67</i> |
| ERAC TOLL 776715539 - ALL DEPARTMENTS | | | \$12.67 |

EXPRESS SERVICES INC

| | | | |
|--|--------------|--------------|-----------------|
| EXPRESS SERVICES INC | City Manager | Temp Service | \$369.88 |
| <i>EXPRESS SERVICES INC - Total For City Manager</i> | | | <i>\$369.88</i> |
| EXPRESS SERVICES INC - ALL DEPARTMENTS | | | \$369.88 |

EXXON FAST LANE INC

| | | | |
|---|--------------|------------------|---------------|
| EXXON FAST LANE INC | City Manager | SERVICE STATIONS | \$8.07 |
| <i>EXXON FAST LANE INC - Total For City Manager</i> | | | <i>\$8.07</i> |
| EXXON FAST LANE INC - ALL DEPARTMENTS | | | \$8.07 |

FAIRFIELD INN

| | | | |
|---|------------------------|-----------------------------------|---------------|
| FAIRFIELD INN | Police Career Services | FAIRFIELD INN room service charge | \$5.99 |
| <i>FAIRFIELD INN - Total For Police Career Services</i> | | | <i>\$5.99</i> |
| FAIRFIELD INN - ALL DEPARTMENTS | | | \$5.99 |

FASTENAL COMPANY

| | | | |
|---|---------------------------|--|---------------|
| FASTENAL COMPANY | Regional Water Operations | Actiflo Sludge Scrappers - Machinery Supplie | \$5.70 |
| <i>FASTENAL COMPANY - Total For Regional Water Operations</i> | | | <i>\$5.70</i> |
| FASTENAL COMPANY - ALL DEPARTMENTS | | | \$5.70 |

FELD FIRE AND FELD S

| | | | |
|---|-----------------------|------------------------------|--------------------|
| FELD FIRE AND FELD S | Capital Projects Fund | Brush 6 Slide in Pump Module | \$17,505.00 |
| <i>FELD FIRE AND FELD S - Total For Capital Projects Fund</i> | | | <i>\$17,505.00</i> |
| FELD FIRE AND FELD S - ALL DEPARTMENTS | | | \$17,505.00 |

FERGUSON ENTERPRISES

| | | | |
|---|-----------------------------|---|-------------------|
| FERGUSON ENTERPRISES | Balefill - Baler Processing | Water Sentry Plus Filter/Carbon T&O Filter | \$1,160.29 |
| <i>FERGUSON ENTERPRISES - Total For Balefill - Baler Processing</i> | | | <i>\$1,160.29</i> |
| FERGUSON ENTERPRISES | Buildings & Structures Fund | Electrical Repair Supplies for Hogadon - Ferg | \$50.97 |
| <i>FERGUSON ENTERPRISES - Total For Buildings & Structures Fund</i> | | | <i>\$50.97</i> |
| FERGUSON ENTERPRISES | Parks - Parks Maint. | Copper for Walsh Drive Backflow | \$187.99 |
| <i>FERGUSON ENTERPRISES - Total For Parks - Parks Maint.</i> | | | <i>\$187.99</i> |
| FERGUSON ENTERPRISES | Regional Water Operations | Butterfly Valve for Morad 3 Plumbing - Well | \$1,910.67 |

FERGUSON ENTERPRISES - Total For Regional Water Operations \$1,910.67

FERGUSON ENTERPRISES - ALL DEPARTMENTS \$3,309.92

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN Balefill - Disposal & Landfill Tamper Resistant Bags SCALE HOUSE \$52.15

FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill \$52.15

FIRST INTERSTATE BAN Human Resources Gift Cards \$223.00

FIRST INTERSTATE BAN - Total For Human Resources \$223.00

FIRST INTERSTATE BAN - ALL DEPARTMENTS \$275.15

FIRST VETERINARY SUP

FIRST VETERINARY SUP Metro Animal Shelter Veterinary Supplies \$762.66

FIRST VETERINARY SUP - Total For Metro Animal Shelter \$762.66

FIRST VETERINARY SUP - ALL DEPARTMENTS \$762.66

FOREMAN'S QUALITY MA

FOREMAN'S QUALITY MA Balefill - Baler Processing Door Repair replaced pin in baler door \$2,206.81

FOREMAN'S QUALITY MA - Total For Balefill - Baler Processing \$2,206.81

FOREMAN'S QUALITY MA - ALL DEPARTMENTS \$2,206.81

FRED BANKE

FRED BANKE General Fund Revenue Souvenirs For Museum Store \$78.00

FRED BANKE - Total For General Fund Revenue \$78.00

FRED BANKE - ALL DEPARTMENTS \$78.00

FRONTIER PRECISION I

FRONTIER PRECISION I Parks - Parks Maint. New leads for Locator \$761.88

FRONTIER PRECISION I - Total For Parks - Parks Maint. \$761.88

FRONTIER PRECISION I - ALL DEPARTMENTS \$761.88

GA SLEEP INC

| | | | |
|---|---------------------|---------------------------|-------------------|
| GA SLEEP INC | Fire-EMS Operations | Station 6 Duct Cleaning | \$1,305.00 |
| GA SLEEP INC | Fire-EMS Operations | Station 1 Duct Cleaning | \$1,460.00 |
| GA SLEEP INC | Fire-EMS Operations | Station 6 Carpet Cleaning | \$309.28 |
| <i>GA SLEEP INC - Total For Fire-EMS Operations</i> | | | <i>\$3,074.28</i> |
| GA SLEEP INC - ALL DEPARTMENTS | | | \$3,074.28 |

GALLS, INC.

| | | | |
|---|------------------------|------------------|-----------------|
| GALLS, INC. | Metro Animal Shelter | Uniform supplies | \$297.13 |
| <i>GALLS, INC. - Total For Metro Animal Shelter</i> | | | <i>\$297.13</i> |
| GALLS, INC. | Police Career Services | Uniform supplies | \$105.14 |
| <i>GALLS, INC. - Total For Police Career Services</i> | | | <i>\$105.14</i> |
| GALLS, INC. - ALL DEPARTMENTS | | | \$402.27 |

G-C BUILDING SUPPLY

| | | | |
|--|-----------------------------|------------------------------|-------------------|
| G-C BUILDING SUPPLY | Buildings & Structures Fund | Door Brush Seals & Retainers | \$2,178.00 |
| <i>G-C BUILDING SUPPLY - Total For Buildings & Structures Fund</i> | | | <i>\$2,178.00</i> |
| G-C BUILDING SUPPLY - ALL DEPARTMENTS | | | \$2,178.00 |

GEOSYNTEC CONSULTANT

| | | | |
|--|--------------------------------|--------------------------------|-------------------|
| GEOSYNTEC CONSULTANT | Balefill - Disposal & Landfill | CRL Annual Monitoring & report | \$2,399.65 |
| <i>GEOSYNTEC CONSULTANT - Total For Balefill - Disposal & Landfill</i> | | | <i>\$2,399.65</i> |
| GEOSYNTEC CONSULTANT - ALL DEPARTMENTS | | | \$2,399.65 |

GETTYS, MARIANNE

| | | | |
|---|----------------------------|--|----------------|
| GETTYS, MARIANNE | Water Revenue and Transfer | | \$45.60 |
| <i>GETTYS, MARIANNE - Total For Water Revenue and Transfers</i> | | | <i>\$45.60</i> |
| GETTYS, MARIANNE - ALL DEPARTMENTS | | | \$45.60 |

GRAINGER, INC.

| | | | |
|---|-----------------------------|---|-----------------|
| GRAINGER, INC. | Buildings & Structures Fund | Repair supplies for Aquatics Center - Grainge | \$25.68 |
| GRAINGER, INC. | Buildings & Structures Fund | Return of HVAC Repair Supplies for Ice Arena | (\$28.38) |
| <i>GRAINGER, INC. - Total For Buildings & Structures Fund</i> | | | <i>(\$2.70)</i> |

| | | | |
|---|---------------------------|---|-----------------|
| GRAINGER, INC. | Regional Water Operations | Nitrile Disposable Gloves - Safety Supplies | \$65.20 |
| GRAINGER, INC. | Regional Water Operations | Lights - Building Supplies | \$253.08 |
| <i>GRAINGER, INC. - Total For Regional Water Operations</i> | | | <i>\$318.28</i> |
| GRAINGER, INC. | WWTP Operations | Electrical supplies | \$109.35 |
| GRAINGER, INC. | WWTP Operations | Filters | \$206.28 |
| GRAINGER, INC. | WWTP Operations | Relay socket | \$20.22 |
| <i>GRAINGER, INC. - Total For WWTP Operations</i> | | | <i>\$335.85</i> |
| GRAINGER, INC. - ALL DEPARTMENTS | | | \$651.43 |

GRANADOS, CHRISTIAN

| | | | |
|--|----------------------------|--|-----------------|
| GRANADOS, CHRISTIAN | Water Revenue and Transfer | | \$112.70 |
| <i>GRANADOS, CHRISTIAN - Total For Water Revenue and Transfers</i> | | | <i>\$112.70</i> |
| GRANADOS, CHRISTIAN - ALL DEPARTMENTS | | | \$112.70 |

GREINER MOTOR CO - C

| | | | |
|--|------------------------|---|-------------------|
| GREINER MOTOR CO - C | Fleet Maintenance Fund | 101269 Vehicle repair | \$178.31 |
| GREINER MOTOR CO - C | Fleet Maintenance Fund | CLAIM NO 202400013 / 101341 Body Shop r | \$2,463.50 |
| GREINER MOTOR CO - C | Fleet Maintenance Fund | CLAIM NO 202400005/ 101336 Body Shop r | \$2,398.83 |
| GREINER MOTOR CO - C | Fleet Maintenance Fund | CLAIM NO 2023139 / 101313 Body Shop rep | \$2,005.88 |
| GREINER MOTOR CO - C | Fleet Maintenance Fund | 101346 Vehicle repair | \$77.51 |
| <i>GREINER MOTOR CO - C - Total For Fleet Maintenance Fund</i> | | | <i>\$7,124.03</i> |
| GREINER MOTOR CO - C - ALL DEPARTMENTS | | | \$7,124.03 |

GREINER, ROGER

| | | | |
|--|-----------------------------|--|----------------|
| GREINER, ROGER | Refuse Revenue and Transfer | | \$46.17 |
| <i>GREINER, ROGER - Total For Refuse Revenue and Transfers</i> | | | <i>\$46.17</i> |
| GREINER, ROGER - ALL DEPARTMENTS | | | \$46.17 |

H2O POWER EQUIPMENT

| | | | |
|---|------------------------|-------------------------|-----------------|
| H2O POWER EQUIPMENT | Fleet Maintenance Fund | 151561 REPAIR & SERVICE | \$579.48 |
| <i>H2O POWER EQUIPMENT - Total For Fleet Maintenance Fund</i> | | | <i>\$579.48</i> |
| H2O POWER EQUIPMENT - ALL DEPARTMENTS | | | \$579.48 |

HACH CO., CORP.

| | | | |
|--|---------------------------|---|-------------------|
| HACH CO., CORP. | Regional Water Operations | Process Vials - Lab Supplies | \$100.58 |
| HACH CO., CORP. | Regional Water Operations | Repair of Turbidity Sensor - Maintenance/Re | \$1,014.50 |
| <i>HACH CO., CORP. - Total For Regional Water Operations</i> | | | <i>\$1,115.08</i> |
| HACH CO., CORP. - ALL DEPARTMENTS | | | \$1,115.08 |

HARBOR FREIGHT TOOLS

| | | | |
|--|------------------|---------------------------------------|-----------------|
| HARBOR FREIGHT TOOLS | Water Meters | 2 PAIR CHANNEL LOCKS- OTHER MATERIALS | \$26.97 |
| HARBOR FREIGHT TOOLS | Water Meters | TOOLS FOR METER SERVICE TRUCKS- OTHER | \$71.89 |
| <i>HARBOR FREIGHT TOOLS - Total For Water Meters</i> | | | <i>\$98.86</i> |
| HARBOR FREIGHT TOOLS | Weed & Pest Fund | parts | \$4.79 |
| <i>HARBOR FREIGHT TOOLS - Total For Weed & Pest Fund</i> | | | <i>\$4.79</i> |
| HARBOR FREIGHT TOOLS - ALL DEPARTMENTS | | | \$103.65 |

HARDWARE PARTNERS LL

| | | | |
|---|-----------------------------|---|------------------|
| HARDWARE PARTNERS LL | Buildings & Structures Fund | Cleaning Supplies Hogadon | \$29.16 |
| <i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i> | | | <i>\$29.16</i> |
| HARDWARE PARTNERS LL | Fire-EMS Operations | Sealer for Outdoor Countertops | \$27.97 |
| <i>HARDWARE PARTNERS LL - Total For Fire-EMS Operations</i> | | | <i>\$27.97</i> |
| HARDWARE PARTNERS LL | Hogadon - Operations | Refund | (\$24.95) |
| <i>HARDWARE PARTNERS LL - Total For Hogadon - Operations</i> | | | <i>(\$24.95)</i> |
| HARDWARE PARTNERS LL | Regional Water Operations | Compression Sleeve - Machinery Supplies | \$2.61 |
| <i>HARDWARE PARTNERS LL - Total For Regional Water Operations</i> | | | <i>\$2.61</i> |
| HARDWARE PARTNERS LL | Streets | Anchor Bolts for back splash repair | \$12.88 |
| <i>HARDWARE PARTNERS LL - Total For Streets</i> | | | <i>\$12.88</i> |
| HARDWARE PARTNERS LL | Weed & Pest Fund | parts | \$31.99 |
| <i>HARDWARE PARTNERS LL - Total For Weed & Pest Fund</i> | | | <i>\$31.99</i> |
| HARDWARE PARTNERS LL - ALL DEPARTMENTS | | | \$79.66 |

HDR ENGINEERING, INC

| | | | |
|--|----------------------|--------------------------------|-------------------|
| HDR ENGINEERING, INC | Water Administration | Water Rights Supply and Studie | \$4,678.69 |
| <i>HDR ENGINEERING, INC - Total For Water Administration</i> | | | <i>\$4,678.69</i> |

HDR ENGINEERING, INC - ALL DEPARTMENTS

\$4,678.69

HENSLEY BATTERY CASP

| | | | |
|----------------------|-----------------|-----------|----------|
| HENSLEY BATTERY CASP | WWTP Operations | Batteries | \$106.74 |
|----------------------|-----------------|-----------|----------|

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|---|--|--|----------|
| <i>HENSLEY BATTERY CASP - Total For WWTP Operations</i> | | | \$106.74 |
|---|--|--|----------|

HENSLEY BATTERY CASP - ALL DEPARTMENTS

\$106.74

HILTON HOTELS

| | | | |
|---------------|--------------|--------|---------|
| HILTON HOTELS | City Manager | HILTON | \$86.45 |
|---------------|--------------|--------|---------|

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|---|--|--|---------|
| <i>HILTON HOTELS - Total For City Manager</i> | | | \$86.45 |
|---|--|--|---------|

HILTON HOTELS - ALL DEPARTMENTS

\$86.45

HOBBY-LOBBY #0233

| | | | |
|-------------------|---------------------------|------------------------------|---------|
| HOBBY-LOBBY #0233 | Regional Water Operations | Drying Agent - Well Supplies | \$49.98 |
|-------------------|---------------------------|------------------------------|---------|

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|--|--|--|---------|
| <i>HOBBY-LOBBY #0233 - Total For Regional Water Operations</i> | | | \$49.98 |
|--|--|--|---------|

HOBBY-LOBBY #0233 - ALL DEPARTMENTS

\$49.98

HOLMAN, RANDY

| | | | |
|---------------|-----------------------------|--|---------|
| HOLMAN, RANDY | Refuse Revenue and Transfer | | \$33.62 |
|---------------|-----------------------------|--|---------|

| | | | |
|---|--|--|---------|
| <i>HOLMAN, RANDY - Total For Refuse Revenue and Transfers</i> | | | \$33.62 |
|---|--|--|---------|

HOLMAN, RANDY - ALL DEPARTMENTS

\$33.62

HOMAX OIL SALES, INC

| | | | |
|----------------------|--------------------------------|--|----------|
| HOMAX OIL SALES, INC | Balefill - Disposal & Landfill | Blue Def/ELC Fully Formulated FOR EQUIPT | \$880.00 |
|----------------------|--------------------------------|--|----------|

| | | | |
|--|--|--|----------|
| <i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i> | | | \$880.00 |
|--|--|--|----------|

| | | | |
|----------------------|------------------------|------------------|------------|
| HOMAX OIL SALES, INC | Fleet Maintenance Fund | 660 GAL Blue DEF | \$1,366.20 |
|----------------------|------------------------|------------------|------------|

| | | | |
|--|--|--|------------|
| <i>HOMAX OIL SALES, INC - Total For Fleet Maintenance Fund</i> | | | \$1,366.20 |
|--|--|--|------------|

HOMAX OIL SALES, INC - ALL DEPARTMENTS

\$2,246.20

HOMEDEPOT.COM

| | | | |
|---------------|---------------------------|---|----------|
| HOMEDEPOT.COM | Regional Water Operations | Tool Cart for Kris - Instrumentation Tech - S | \$109.99 |
|---------------|---------------------------|---|----------|

HOMEDEPOT.COM - Total For Regional Water Operations \$109.99

HOMEDEPOT.COM - ALL DEPARTMENTS \$109.99

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP WWTP Operations Belts \$27.66

HOSE AND RUBBER SUPP - Total For WWTP Operations \$27.66

HOSE AND RUBBER SUPP - ALL DEPARTMENTS \$27.66

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN Regional Water Operations Chain Sling for Lifting - Small Tools & Supplie \$277.07

HOWARD SUPPLY COMPAN - Total For Regional Water Operations \$277.07

HOWARD SUPPLY COMPAN - ALL DEPARTMENTS \$277.07

INGRAM BOOK COMPANY

INGRAM BOOK COMPANY General Fund Revenue Books for resale in museum store \$202.38

INGRAM BOOK COMPANY General Fund Revenue Books for resale in museum store \$142.50

INGRAM BOOK COMPANY - Total For General Fund Revenue \$344.88

INGRAM BOOK COMPANY - ALL DEPARTMENTS \$344.88

INTERNATL SOCIETY

INTERNATL SOCIETY Health Insurance Fund CEBS Annual Membership Renewal \$335.00

INTERNATL SOCIETY - Total For Health Insurance Fund \$335.00

INTERNATL SOCIETY - ALL DEPARTMENTS \$335.00

INTERSTATE POWERSYST

INTERSTATE POWERSYST Fleet Maintenance Fund 70777 FREIGHT FOR WARRANTY REPAIRS / P \$31.07

INTERSTATE POWERSYST - Total For Fleet Maintenance Fund \$31.07

INTERSTATE POWERSYST - ALL DEPARTMENTS \$31.07

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I Community Development MEMBERSHIP ORGANIZATIONS NOT ELSEW \$527.50

INT'L CODE COUNCIL I - Total For Community Development \$527.50

INT'L CODE COUNCIL I - ALL DEPARTMENTS \$527.50

INTUIT, INC.

INTUIT, INC. Balefill - Baler Processing Network Hardware for Access in Baler Bldg \$180.00

INTUIT, INC. - Total For Balefill - Baler Processing \$180.00

INTUIT, INC. Balefill - Disposal & Landfill FILL SOCKS FOR CATALYST RACK \$1,398.61

INTUIT, INC. - Total For Balefill - Disposal & Landfill \$1,398.61

INTUIT, INC. Direct Distribution - Fire PHQ Reports for new canidates \$157.50

INTUIT, INC. Direct Distribution - Fire 64 36inch reflective hose straps for new high \$1,089.00

INTUIT, INC. - Total For Direct Distribution - Fire \$1,246.50

INTUIT, INC. Fire-EMS Administration Hood Cleaning \$575.00

INTUIT, INC. - Total For Fire-EMS Administration \$575.00

INTUIT, INC. Ft. Caspar Museum Repair telephone line at museum \$75.00

INTUIT, INC. - Total For Ft. Caspar Museum \$75.00

INTUIT, INC. Parks - Parks Maint. Rotary Club of Casper membership \$240.50

INTUIT, INC. - Total For Parks - Parks Maint. \$240.50

INTUIT, INC. - ALL DEPARTMENTS \$3,715.61

ISA

ISA Weed & Pest Fund ISA membership fees \$187.00

ISA - Total For Weed & Pest Fund \$187.00

ISA - ALL DEPARTMENTS \$187.00

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN WWTP Regional Interceptors Add Airport Remote Lift Station \$896.40

ITC ELECTRICAL TECHN - Total For WWTP Regional Interceptors \$896.40

ITC ELECTRICAL TECHN - ALL DEPARTMENTS \$896.40

JACK'S TRUCK & EQUIP

JACK'S TRUCK & EQUIP Fleet Maintenance Fund 111101 Equipment repair \$3,313.69

JACK'S TRUCK & EQUIP - Total For Fleet Maintenance Fund \$3,313.69

JACK'S TRUCK & EQUIP - ALL DEPARTMENTS \$3,313.69

JACOBS ENGINEERING G

JACOBS ENGINEERING G WWTP Operations Engineering Services with Jaco \$8,583.92

JACOBS ENGINEERING G - Total For WWTP Operations \$8,583.92

JACOBS ENGINEERING G - ALL DEPARTMENTS \$8,583.92

JB MACHINE & MANUFAC

JB MACHINE & MANUFAC Regional Water Operations Raw Water Gates - Machinery Supplies \$540.00

JB MACHINE & MANUFAC - Total For Regional Water Operations \$540.00

JB MACHINE & MANUFAC - ALL DEPARTMENTS \$540.00

JOHNSON, ELANAE

JOHNSON, ELANAE Water Revenue and Transfer \$158.18

JOHNSON, ELANAE - Total For Water Revenue and Transfers \$158.18

JOHNSON, ELANAE - ALL DEPARTMENTS \$158.18

JONAS SOFTWARE USA

JONAS SOFTWARE USA Golf - Operations Maintenance Fee \$349.00

JONAS SOFTWARE USA - Total For Golf - Operations \$349.00

JONAS SOFTWARE USA - ALL DEPARTMENTS \$349.00

JOSHUA TAYLOR

JOSHUA TAYLOR Municipal Court Presiding Over Conflict Case \$875.00

JOSHUA TAYLOR - Total For Municipal Court \$875.00

JOSHUA TAYLOR - ALL DEPARTMENTS \$875.00

KENNY ELECTRIC

KENNY ELECTRIC Regional Water Operations Installation of Extra Lighting - Maint./Repair \$1,869.27

KENNY ELECTRIC - Total For Regional Water Operations \$1,869.27

KENNY ELECTRIC - ALL DEPARTMENTS

\$1,869.27

KETEL THORSTENSON, L

| | | | |
|----------------------|---------|---------------------|-------------|
| KETEL THORSTENSON, L | Finance | FY24 Audit Services | \$24,745.50 |
|----------------------|---------|---------------------|-------------|

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| <i>KETEL THORSTENSON, L - Total For Finance</i> | | | \$24,745.50 |
|---|--|--|-------------|

KETEL THORSTENSON, L - ALL DEPARTMENTS

\$24,745.50

KINSCO LLC

| | | | |
|------------|---------------------|------------------|---------|
| KINSCO LLC | Fire-EMS Operations | Uniform supplies | \$56.00 |
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| KINSCO LLC | Fire-EMS Operations | Uniform supplies | \$70.00 |
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| <i>KINSCO LLC - Total For Fire-EMS Operations</i> | | | \$126.00 |
|---|--|--|----------|

KINSCO LLC - ALL DEPARTMENTS

\$126.00

KNIFE RIVER/JTL

| | | | |
|-----------------|----------------------|-----------------------------|------------|
| KNIFE RIVER/JTL | Parks - Parks Maint. | RIP RAP for Kiwanis shelter | \$1,987.64 |
|-----------------|----------------------|-----------------------------|------------|

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|---|--|--|------------|
| <i>KNIFE RIVER/JTL - Total For Parks - Parks Maint.</i> | | | \$1,987.64 |
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|-----------------|---------------------|-------------------------------------|----------|
| KNIFE RIVER/JTL | Refuse - Commercial | Recycled Concrete w/Base for ALLEYS | \$189.40 |
|-----------------|---------------------|-------------------------------------|----------|

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| <i>KNIFE RIVER/JTL - Total For Refuse - Commercial</i> | | | \$189.40 |
|--|--|--|----------|

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|-----------------|---------|----------------|----------|
| KNIFE RIVER/JTL | Streets | 1/2" Plant Mix | \$563.04 |
|-----------------|---------|----------------|----------|

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| KNIFE RIVER/JTL | Streets | 57 Rock | \$1,787.20 |
|-----------------|---------|---------|------------|

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| <i>KNIFE RIVER/JTL - Total For Streets</i> | | | \$2,350.24 |
|--|--|--|------------|

KNIFE RIVER/JTL - ALL DEPARTMENTS

\$4,527.28

KNIGHT, DAVID G

| | | | |
|-----------------|-----------------------------|--|---------|
| KNIGHT, DAVID G | Refuse Revenue and Transfer | | \$85.98 |
|-----------------|-----------------------------|--|---------|

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|---|--|--|---------|
| <i>KNIGHT, DAVID G - Total For Refuse Revenue and Transfers</i> | | | \$85.98 |
|---|--|--|---------|

KNIGHT, DAVID G - ALL DEPARTMENTS

\$85.98

KNUCKLE DRAGGER TACT

| | | | |
|----------------------|-----------------------|-----------------------|------------|
| KNUCKLE DRAGGER TACT | Police Administration | Background Contractor | \$1,980.00 |
|----------------------|-----------------------|-----------------------|------------|

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| <i>KNUCKLE DRAGGER TACT - Total For Police Administration</i> | | | \$1,980.00 |
|---|--|--|------------|

KNUCKLE DRAGGER TACT - ALL DEPARTMENTS

\$1,980.00

LAMB, KENNETH

LAMB, KENNETH Water Revenue and Transfer \$70.35

LAMB, KENNETH - Total For Water Revenue and Transfers \$70.35**LAMB, KENNETH - ALL DEPARTMENTS**

\$70.35

LECLAIR, BLAKE

LECLAIR, BLAKE Water Revenue and Transfer \$49.18

LECLAIR, BLAKE - Total For Water Revenue and Transfers \$49.18**LECLAIR, BLAKE - ALL DEPARTMENTS**

\$49.18

LEE ADV PHX

LEE ADV PHX Fleet Maintenance Fund LEGAL ADVERTISEMENTS \$898.32

LEE ADV PHX - Total For Fleet Maintenance Fund \$898.32**LEE ADV PHX - ALL DEPARTMENTS**

\$898.32

LEON, NARCISO

LEON, NARCISO Refuse Revenue and Transfer \$80.09

LEON, NARCISO - Total For Refuse Revenue and Transfers \$80.09

LEON, NARCISO Water Revenue and Transfer \$153.28

LEON, NARCISO - Total For Water Revenue and Transfers \$153.28**LEON, NARCISO - ALL DEPARTMENTS**

\$233.37

LOAF N JUG #0119

LOAF N JUG #0119 Police Career Services AUTOMATED FUEL DISPENSERS; sniper scho \$29.43

LOAF N JUG #0119 - Total For Police Career Services \$29.43**LOAF N JUG #0119 - ALL DEPARTMENTS**

\$29.43

LOAF N JUG #0130

LOAF N JUG #0130 City Manager SERVICE STATIONS \$30.00

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|---|---------|
| LOAF N JUG #0130 - Total For City Manager | \$30.00 |
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| LOAF N JUG #0130 - ALL DEPARTMENTS | \$30.00 |
|---|----------------|

LONG BUILDING TECHNO

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|----------------------|---------------------------|---|----------|
| LONG BUILDING TECHNO | Regional Water Operations | Heating Repairs - Maint./Repair (Non-Contra | \$614.25 |
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| LONG BUILDING TECHNO - Total For Regional Water Operations | \$614.25 |
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|---|-----------------|
| LONG BUILDING TECHNO - ALL DEPARTMENTS | \$614.25 |
|---|-----------------|

MACY, KYLE

| | | |
|------------|----------------------------|----------|
| MACY, KYLE | Water Revenue and Transfer | \$152.78 |
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| MACY, KYLE - Total For Water Revenue and Transfers | \$152.78 |
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| MACY, KYLE - ALL DEPARTMENTS | \$152.78 |
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MAHER, JOSH

| | | |
|-------------|-----------------------------|---------|
| MAHER, JOSH | Refuse Revenue and Transfer | \$47.22 |
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| MAHER, JOSH - Total For Refuse Revenue and Transfers | \$47.22 |
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| MAHER, JOSH - ALL DEPARTMENTS | \$47.22 |
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MAVERIK #557

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|--------------|------------------------|--|---------|
| MAVERIK #557 | Police Career Services | AUTOMATED FUEL DISPENSERS; fuel sniper s | \$37.51 |
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| MAVERIK #557 - Total For Police Career Services | \$37.51 |
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| MAVERIK #557 - ALL DEPARTMENTS | \$37.51 |
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MCLAUGHLIN, MICHAEL

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| MCLAUGHLIN, MICHAEL | Water Revenue and Transfer | \$43.93 |
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|---|---------|
| MCLAUGHLIN, MICHAEL - Total For Water Revenue and Transfers | \$43.93 |
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|--|----------------|
| MCLAUGHLIN, MICHAEL - ALL DEPARTMENTS | \$43.93 |
|--|----------------|

MCMURRY READY MIX CO

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|----------------------|----------------------------|---------|
| MCMURRY READY MIX CO | Water Revenue and Transfer | \$13.29 |
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| MCMURRY READY MIX CO - Total For Water Revenue and Transfers | \$13.29 |
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MCMURRY READY MIX CO - ALL DEPARTMENTS

\$13.29

MENARDS CASPER WY

| | | | |
|---|--------------------------------|---|-------------------|
| MENARDS CASPER WY | Balefill - Disposal & Landfill | DOOR BLOCKERS FOR SCALEHOUSE DOOR | \$33.60 |
| <i>MENARDS CASPER WY - Total For Balefill - Disposal & Landfill</i> | | | \$33.60 |
| MENARDS CASPER WY | Buildings & Structures Fund | Replacement ceiling tiles for CBC - Menards | \$758.48 |
| MENARDS CASPER WY | Buildings & Structures Fund | Plumbing repair supplies for CBC - Menards | \$571.41 |
| <i>MENARDS CASPER WY - Total For Buildings & Structures Fund</i> | | | \$1,329.89 |
| MENARDS CASPER WY | Water Distribution | MOUSE TRAPS- BUILDING SUPPLIES | \$11.47 |
| MENARDS CASPER WY | Water Distribution | SHELF FOR CHLORINE- BUILDING SUPPLIES | \$49.99 |
| <i>MENARDS CASPER WY - Total For Water Distribution</i> | | | \$61.46 |
| MENARDS CASPER WY - ALL DEPARTMENTS | | | \$1,424.95 |

MERBACK AWARDS COMPA

| | | | |
|---|-------------------------|-------------------------------------|---------------|
| MERBACK AWARDS COMPA | Fire-EMS Administration | Date marker for Chief Picture frame | \$8.32 |
| <i>MERBACK AWARDS COMPA - Total For Fire-EMS Administration</i> | | | \$8.32 |
| MERBACK AWARDS COMPA - ALL DEPARTMENTS | | | \$8.32 |

MIDLAND SCIENTIFIC

| | | | |
|---|-----------------|--------------|-----------------|
| MIDLAND SCIENTIFIC | WWTP Operations | Lab supplies | \$486.14 |
| <i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i> | | | \$486.14 |
| MIDLAND SCIENTIFIC - ALL DEPARTMENTS | | | \$486.14 |

MILLER S ALE HOUSE

| | | | |
|---|-----------------------|----------------------------|----------------|
| MILLER S ALE HOUSE | Community Development | EATING PLACES, RESTAURANTS | \$21.56 |
| <i>MILLER S ALE HOUSE - Total For Community Development</i> | | | \$21.56 |
| MILLER S ALE HOUSE - ALL DEPARTMENTS | | | \$21.56 |

MILNER, TIM

| | | | |
|---|-----------------------------|--|----------|
| MILNER, TIM | Refuse Revenue and Transfer | | \$262.07 |
| <i>MILNER, TIM - Total For Refuse Revenue and Transfers</i> | | | \$262.07 |

MILNER, TIM - ALL DEPARTMENTS

\$262.07

Miracle Recreation

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|--------------------|----------------------|---|----------|
| Miracle Recreation | Parks - Parks Maint. | Tornado Platform, Bolts, Nuts & Washers | \$789.98 |
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| <i>Miracle Recreation - Total For Parks - Parks Maint.</i> | | | \$789.98 |
|--|--|--|----------|

Miracle Recreation - ALL DEPARTMENTS

\$789.98

MODERN ELECTRIC CORP

| | | | |
|----------------------|--------------------------------|--------------------------------|-------------|
| MODERN ELECTRIC CORP | Balefill - Disposal & Landfill | Solid Waste CRL Electrical Ser | \$77,016.50 |
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| <i>MODERN ELECTRIC CORP - Total For Balefill - Disposal & Landfill</i> | | | \$77,016.50 |
|--|--|--|-------------|

MODERN ELECTRIC CORP - ALL DEPARTMENTS

\$77,016.50

Monson

| | | | |
|--------|-----------------------------|--|----------|
| Monson | Buildings & Structures Fund | Monthly Janitorial Service - November 2023 | \$225.00 |
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| Monson | Buildings & Structures Fund | Monthly Janitorial Service - November 2023 | \$5,244.16 |
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| <i>Monson - Total For Buildings & Structures Fund</i> | | | \$5,469.16 |
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Monson - ALL DEPARTMENTS

\$5,469.16

MOTION AND FLOW CONT

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|----------------------|-----------------------------|-----------------------------|------------|
| MOTION AND FLOW CONT | Balefill - Baler Processing | Valves & Freight for Balers | \$3,205.51 |
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| <i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i> | | | \$3,205.51 |
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| MOTION AND FLOW CONT | Refuse - Residential | MNPT X FORB TRK#2284 RESIDENT SL 2016 | \$9.85 |
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| <i>MOTION AND FLOW CONT - Total For Refuse - Residential</i> | | | \$9.85 |
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MOTION AND FLOW CONT - ALL DEPARTMENTS

\$3,215.36

MOTOROLA SOLUTIONS

| | | | |
|--------------------|--------------------------------|--------------------------------------|------------|
| MOTOROLA SOLUTIONS | Balefill - Diversion & Special | SW SUPERVISOR TRK 141527 NEW RADIO U | \$2,193.10 |
|--------------------|--------------------------------|--------------------------------------|------------|

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| <i>MOTOROLA SOLUTIONS - Total For Balefill - Diversion & Special</i> | | | \$2,193.10 |
|--|--|--|------------|

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|--------------------|-------------------------|---|----------|
| MOTOROLA SOLUTIONS | Fire-EMS Administration | Device Programming - 10/17/23 to 10/16/28 | \$471.43 |
|--------------------|-------------------------|---|----------|

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| <i>MOTOROLA SOLUTIONS - Total For Fire-EMS Administration</i> | | | \$471.43 |
|---|--|--|----------|

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| MOTOROLA SOLUTIONS | Public Safety Communication | Network Monitoring/System Pkg/Microwave | \$9,457.67 |
|--------------------|-----------------------------|---|------------|

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| <i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i> | | | \$9,457.67 |
|--|--|--|------------|

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|--|----------------------|-----------------------------------|--------------------|
| MOTOROLA SOLUTIONS | Refuse - Commercial | 2 NEW 2 WAY RADIOS FOR NEW TRUCKS | \$4,332.26 |
| <i>MOTOROLA SOLUTIONS - Total For Refuse - Commercial</i> | | | <i>\$4,332.26</i> |
| MOTOROLA SOLUTIONS | Refuse - Residential | 2 NEW 2 WAY RADIOS FOR NEW TRUCKS | \$4,332.26 |
| MOTOROLA SOLUTIONS | Refuse - Residential | 2 NEW 2 WAY RADIOS FOR NEW TRUCKS | \$4,332.26 |
| <i>MOTOROLA SOLUTIONS - Total For Refuse - Residential</i> | | | <i>\$8,664.52</i> |
| MOTOROLA SOLUTIONS - ALL DEPARTMENTS | | | \$25,118.98 |

MOUNTAIN ALARM FIRE

| | | | |
|--|-------------------|-----------------------------------|-----------------|
| MOUNTAIN ALARM FIRE | Ft. Caspar Museum | Fire Alarm Service Labor | \$292.21 |
| MOUNTAIN ALARM FIRE | Ft. Caspar Museum | Quarterly museum alarm monitoring | \$534.00 |
| <i>MOUNTAIN ALARM FIRE - Total For Ft. Caspar Museum</i> | | | <i>\$826.21</i> |
| MOUNTAIN ALARM FIRE - ALL DEPARTMENTS | | | \$826.21 |

MOUNTAIN STATES

| | | | |
|--|-----------------------|--|-------------------|
| MOUNTAIN STATES | Community Development | Printing Service - inspection forms | \$132.00 |
| MOUNTAIN STATES | Community Development | Printing Service - envelopes | \$179.10 |
| MOUNTAIN STATES | Community Development | Printing Service - plumbing green tag | \$134.91 |
| MOUNTAIN STATES | Community Development | Printing Service - vehicle violation notices | \$585.56 |
| <i>MOUNTAIN STATES - Total For Community Development</i> | | | <i>\$1,031.57</i> |
| MOUNTAIN STATES - ALL DEPARTMENTS | | | \$1,031.57 |

MOUNTAIN WEST TECHNO

| | | | |
|--|----------------------|-----------------|-----------------|
| MOUNTAIN WEST TECHNO | Information Services | Dispatch Optics | \$518.00 |
| <i>MOUNTAIN WEST TECHNO - Total For Information Services</i> | | | <i>\$518.00</i> |
| MOUNTAIN WEST TECHNO - ALL DEPARTMENTS | | | \$518.00 |

MULLENIX, KIMBERLY

| | | | |
|---|----------------------------|--|----------------|
| MULLENIX, KIMBERLY | Water Revenue and Transfer | | \$26.35 |
| <i>MULLENIX, KIMBERLY - Total For Water Revenue and Transfers</i> | | | <i>\$26.35</i> |
| MULLENIX, KIMBERLY - ALL DEPARTMENTS | | | \$26.35 |

MYRON, GEORGIA

| | | | |
|---|----------------------------|--|-----------------|
| MYRON, GEORGIA | Water Revenue and Transfer | | \$262.98 |
| <i>MYRON, GEORGIA - Total For Water Revenue and Transfers</i> | | | \$262.98 |
| MYRON, GEORGIA - ALL DEPARTMENTS | | | \$262.98 |

NAPA AUTO PARTS CORP

| | | | |
|--|------------------------|--|---------------------|
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | PARTS | \$133,428.30 |
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | CONSUMABLES & SM TOOLS | \$2,384.72 |
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | PARTS | \$125,639.11 |
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | INSURANCE CLAIMS | \$2,346.69 |
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | Consumables & Small Tools | \$1,141.93 |
| NAPA AUTO PARTS CORP | Fleet Maintenance Fund | NAPA IBS EXPENSES | \$12,800.05 |
| <i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i> | | | \$277,740.80 |
| NAPA AUTO PARTS CORP | Water Distribution | LIQUID TAPE, ATM-15 FUSE, NITRILE DISPOS | \$86.95 |
| <i>NAPA AUTO PARTS CORP - Total For Water Distribution</i> | | | \$86.95 |
| NAPA AUTO PARTS CORP - ALL DEPARTMENTS | | | \$277,827.75 |

NATRONA COUNTY OFFIC

| | | | |
|---|-----------------------|-----------------------------------|---------------------|
| NATRONA COUNTY OFFIC | Police Administration | Prisoner Housing - August 2023 | \$311,022.03 |
| NATRONA COUNTY OFFIC | Police Administration | Prisoner Housing - September 2023 | \$283,178.76 |
| <i>NATRONA COUNTY OFFIC - Total For Police Administration</i> | | | \$594,200.79 |
| NATRONA COUNTY OFFIC - ALL DEPARTMENTS | | | \$594,200.79 |

NORCO, INC.

| | | | |
|--|-----------------------------|-------------------------------------|----------|
| NORCO, INC. | Buildings & Structures Fund | Gloves | \$35.77 |
| NORCO, INC. | Buildings & Structures Fund | Sanitary Napkin Receptacle Liners | \$84.70 |
| NORCO, INC. | Buildings & Structures Fund | Lodge Supplies | \$85.92 |
| NORCO, INC. | Buildings & Structures Fund | LAB/MEDICAL/DENTAL/OPHTHALMIC HOSPI | \$350.81 |
| NORCO, INC. | Buildings & Structures Fund | Lodge Supplies | \$101.57 |
| NORCO, INC. | Buildings & Structures Fund | HD 24X33 GLAXY 8MIC NT 12-16GA | \$54.13 |
| <i>NORCO, INC. - Total For Buildings & Structures Fund</i> | | | \$712.90 |
| NORCO, INC. | Fleet Maintenance Fund | Oxygen, Acetylene & Delivery | \$261.34 |
| <i>NORCO, INC. - Total For Fleet Maintenance Fund</i> | | | \$261.34 |

NORCO, INC. - ALL DEPARTMENTS \$974.24

NORTH PARK TRANSPORA

NORTH PARK TRANSPORA Ft. Caspar Museum Freight Charges - exhibit crates \$175.78

NORTH PARK TRANSPORA - Total For Ft. Caspar Museum \$175.78

NORTH PARK TRANSPORA - ALL DEPARTMENTS \$175.78

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR Balefill - Baler Processing tools for baler bldg \$208.14

NORTHWEST CONTRACTOR - Total For Balefill - Baler Processing \$208.14

NORTHWEST CONTRACTOR Water Distribution LOCATE/SHOP EMORY CLOTH FOR SERVICE T \$514.00

NORTHWEST CONTRACTOR - Total For Water Distribution \$514.00

NORTHWEST CONTRACTOR - ALL DEPARTMENTS \$722.14

NUTECH

NUTECH Fleet Maintenance Fund Concentrated Degreaser \$618.21

NUTECH - Total For Fleet Maintenance Fund \$618.21

NUTECH - ALL DEPARTMENTS \$618.21

OHD

OHD Fire-EMS Administration Annual Quantifit Calibration and Trigger Butt \$880.00

OHD - Total For Fire-EMS Administration \$880.00

OHD - ALL DEPARTMENTS \$880.00

OIL CAPITAL TREE SER

OIL CAPITAL TREE SER Water Revenue and Transfer \$41.76

OIL CAPITAL TREE SER Water Revenue and Transfer \$41.76

OIL CAPITAL TREE SER - Total For Water Revenue and Transfers \$83.52

OIL CAPITAL TREE SER - ALL DEPARTMENTS \$83.52

O'REILLY 2746

| | | | |
|--|-----------------------------|-------------------------|----------------|
| O'REILLY 2746 | Balefill - Baler Processing | GREASE FOR PLAZMA TABLE | \$10.99 |
| <i>O'REILLY 2746 - Total For Balefill - Baler Processing</i> | | | <i>\$10.99</i> |
| O'REILLY 2746 - ALL DEPARTMENTS | | | \$10.99 |

OVERHEAD DOOR CO

| | | | |
|---|---------------------|-----------------|-----------------|
| OVERHEAD DOOR CO | Fire-EMS Operations | Bay Door Repair | \$339.30 |
| <i>OVERHEAD DOOR CO - Total For Fire-EMS Operations</i> | | | <i>\$339.30</i> |
| OVERHEAD DOOR CO - ALL DEPARTMENTS | | | \$339.30 |

PACE ANALYTICAL SERV

| | | | |
|---|-------------------|---------------------------|-----------------|
| PACE ANALYTICAL SERV | WWTP Pretreatment | Sample testing & disposal | \$448.00 |
| <i>PACE ANALYTICAL SERV - Total For WWTP Pretreatment</i> | | | <i>\$448.00</i> |
| PACE ANALYTICAL SERV - ALL DEPARTMENTS | | | \$448.00 |

PACIFIC STEEL BRANCH

| | | | |
|--|--------------|--|----------------|
| PACIFIC STEEL BRANCH | Water Meters | SQ TUBE, HR STRIP 20'- OTHER MATERIALS & | \$70.70 |
| <i>PACIFIC STEEL BRANCH - Total For Water Meters</i> | | | <i>\$70.70</i> |
| PACIFIC STEEL BRANCH - ALL DEPARTMENTS | | | \$70.70 |

PATTERSON, CINDY

| | | | |
|---|----------------------------|--|----------------|
| PATTERSON, CINDY | Water Revenue and Transfer | | \$19.77 |
| <i>PATTERSON, CINDY - Total For Water Revenue and Transfers</i> | | | <i>\$19.77</i> |
| PATTERSON, CINDY - ALL DEPARTMENTS | | | \$19.77 |

PAYPAL CADOMAFFOUND

| | | | |
|---|----------------------|-------------------------------|-----------------|
| PAYPAL CADOMAFFOUND | General Fund Revenue | Books for resale in gift shop | \$129.78 |
| <i>PAYPAL CADOMAFFOUND - Total For General Fund Revenue</i> | | | <i>\$129.78</i> |
| PAYPAL CADOMAFFOUND - ALL DEPARTMENTS | | | \$129.78 |

PAYPAL CLEVELAND G

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|--------------------|-------------------|---------------------------------|------------|
| PAYPAL CLEVELAND G | Golf - Operations | Range Balls for the 2024 Season | \$4,125.00 |
|--------------------|-------------------|---------------------------------|------------|

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|---|--|--|-------------------|
| <i>PAYPAL CLEVELAND G - Total For Golf - Operations</i> | | | <i>\$4,125.00</i> |
| PAYPAL CLEVELAND G - ALL DEPARTMENTS | | | \$4,125.00 |

PAYPAL WYOMINGPUBL

| | | | |
|---|-----------------------------|---|-----------------|
| PAYPAL WYOMINGPUBL | Public Transit - Operations | Membership in Wyoming Public Transit Asso | \$360.00 |
| <i>PAYPAL WYOMINGPUBL - Total For Public Transit - Operations</i> | | | <i>\$360.00</i> |
| PAYPAL WYOMINGPUBL - ALL DEPARTMENTS | | | \$360.00 |

PEACHES'

| | | | |
|---|-----------------------|--|----------------|
| PEACHES' | Police Investigations | FAST FOOD RESTAURANTS; food for officers | \$53.34 |
| <i>PEACHES' - Total For Police Investigations</i> | | | <i>\$53.34</i> |
| PEACHES' - ALL DEPARTMENTS | | | \$53.34 |

PEDEN'S INC

| | | | |
|---|--------------------------------|--|-------------------|
| PEDEN'S INC | Balefill - Diversion & Special | Screen Printing Service SW & SH Uniforms | \$137.20 |
| PEDEN'S INC | Balefill - Diversion & Special | FOR SCALEHOUSE/ SPECIAL WASTE UNIFOR | \$360.00 |
| <i>PEDEN'S INC - Total For Balefill - Diversion & Special</i> | | | <i>\$497.20</i> |
| PEDEN'S INC | Buildings & Structures Fund | Embroidery service | \$1,617.30 |
| <i>PEDEN'S INC - Total For Buildings & Structures Fund</i> | | | <i>\$1,617.30</i> |
| PEDEN'S INC | Police Grants Fund | Embroidery service | \$644.80 |
| <i>PEDEN'S INC - Total For Police Grants Fund</i> | | | <i>\$644.80</i> |
| PEDEN'S INC - ALL DEPARTMENTS | | | \$2,759.30 |

PIONEER MATERIALS WE

| | | | |
|---|-----------------------------|--|-----------------|
| PIONEER MATERIALS WE | Buildings & Structures Fund | Repair supplies for Baler Building - Pioneer | \$313.52 |
| <i>PIONEER MATERIALS WE - Total For Buildings & Structures Fund</i> | | | <i>\$313.52</i> |
| PIONEER MATERIALS WE - ALL DEPARTMENTS | | | \$313.52 |

POP PAUL OXMAN PBLSH

| | | | |
|--|--------------------------------|--------------------------|-----------------|
| POP PAUL OXMAN PBLSH | Balefill - Disposal & Landfill | Customer Greetings Cards | \$338.00 |
| <i>POP PAUL OXMAN PBLSH - Total For Balefill - Disposal & Landfill</i> | | | <i>\$338.00</i> |
| POP PAUL OXMAN PBLSH | Refuse - Commercial | Customer Greetings Cards | \$338.00 |

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|---|--|--|-----------------|
| <i>POP PAUL OXMAN PBLSH - Total For Refuse - Commercial</i> | | | \$338.00 |
| POP PAUL OXMAN PBLSH - ALL DEPARTMENTS | | | \$676.00 |

POSTAL PROS, INC.

| | | | |
|-------------------|------------------|--|------------|
| POSTAL PROS, INC. | Customer Service | UB/Past Due Printing / Postage / Mail Servic | \$8,671.93 |
| POSTAL PROS, INC. | Customer Service | UB/Past Due Printing / Postage / Mail Servic | \$543.81 |
| POSTAL PROS, INC. | Customer Service | UB/Past Due Printing / Postage / Mail Servic | \$7,527.82 |
| POSTAL PROS, INC. | Customer Service | E-Statements, Texts & Payments / IVR Paym | \$2,990.35 |

POSTAL PROS, INC. - Total For Customer Service \$19,733.91

POSTAL PROS, INC. - ALL DEPARTMENTS **\$19,733.91**

PREWITT, MIKE

| | | | |
|---------------|------------|--|---------|
| PREWITT, MIKE | Sewer Fund | | \$43.44 |
|---------------|------------|--|---------|

PREWITT, MIKE - Total For Sewer Fund \$43.44

PREWITT, MIKE - ALL DEPARTMENTS **\$43.44**

PROFESSIONAL CLEANIN

| | | | |
|----------------------|-----------------|---------------------------------|------------|
| PROFESSIONAL CLEANIN | WWTP Operations | Cleaning Service - October 2023 | \$1,046.25 |
|----------------------|-----------------|---------------------------------|------------|

PROFESSIONAL CLEANIN - Total For WWTP Operations \$1,046.25

PROFESSIONAL CLEANIN - ALL DEPARTMENTS **\$1,046.25**

PROFORCE MARKETING I

| | | | |
|----------------------|-----------------------|-------|-------------|
| PROFORCE MARKETING I | Capital Projects Fund | Taser | \$64,386.08 |
| PROFORCE MARKETING I | Capital Projects Fund | Taser | \$20,038.20 |

PROFORCE MARKETING I - Total For Capital Projects Fund \$84,424.28

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|----------------------|----------------------|------------------|-------------|
| PROFORCE MARKETING I | Metro Animal Control | Taser 7 purchase | \$12,349.02 |
|----------------------|----------------------|------------------|-------------|

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|----------------------|----------------------|------------------|-------------|
| PROFORCE MARKETING I | Metro Animal Control | Taser 7 purchase | \$12,998.58 |
|----------------------|----------------------|------------------|-------------|

PROFORCE MARKETING I - Total For Metro Animal Control \$25,347.60

PROFORCE MARKETING I - ALL DEPARTMENTS **\$109,771.88**

QUALA

| | | | |
|-------|------------------------|--------------------------|------------|
| QUALA | Fleet Maintenance Fund | 70730 PETRO-CAUSTIC WASH | \$1,240.11 |
|-------|------------------------|--------------------------|------------|

| | | | |
|---|------------------------|---------------------------|-------------------|
| QUALA | Fleet Maintenance Fund | 070808 PETRO-CAUSTIC WASH | \$3,051.10 |
| <i>QUALA - Total For Fleet Maintenance Fund</i> | | | <i>\$4,291.21</i> |
| QUALA - ALL DEPARTMENTS | | | \$4,291.21 |

RDH INC

| | | | |
|---|--------------------------------|--|-------------------|
| RDH INC | Balefill - Disposal & Landfill | 8'x8'x40' Container Liners catalyst bags | \$3,184.00 |
| RDH INC | Balefill - Disposal & Landfill | 8'x8'x40' Container Liners catalyst bags | \$3,184.00 |
| <i>RDH INC - Total For Balefill - Disposal & Landfill</i> | | | <i>\$6,368.00</i> |
| RDH INC - ALL DEPARTMENTS | | | \$6,368.00 |

REESE, MISTI

| | | | |
|--|-----------------------------|--|----------------|
| REESE, MISTI | Refuse Revenue and Transfer | | \$71.20 |
| <i>REESE, MISTI - Total For Refuse Revenue and Transfers</i> | | | <i>\$71.20</i> |
| REESE, MISTI - ALL DEPARTMENTS | | | \$71.20 |

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 |

RESOLVE HOMEBUYERS L

| | | | |
|--|-----------------------------|--|----------------|
| RESOLVE HOMEBUYERS L | Refuse Revenue and Transfer | | \$33.62 |
| <i>RESOLVE HOMEBUYERS L - Total For Refuse Revenue and Transfers</i> | | | <i>\$33.62</i> |
| RESOLVE HOMEBUYERS L - ALL DEPARTMENTS | | | \$33.62 |

ROCCO, KARREN

| | | | |
|--|----------------------------|--|----------------|
| ROCCO, KARREN | Water Revenue and Transfer | | \$53.28 |
| <i>ROCCO, KARREN - Total For Water Revenue and Transfers</i> | | | <i>\$53.28</i> |
| ROCCO, KARREN - ALL DEPARTMENTS | | | \$53.28 |

Rocky Mountain

| | | | |
|---|---------------------------|-------------------------|-------------------|
| Rocky Mountain | Regional Water Operations | Bulk Oxygen - Chemicals | \$4,465.18 |
| Rocky Mountain | Regional Water Operations | Bulk Oxygen - Chemicals | \$2,076.29 |
| <i>Rocky Mountain - Total For Regional Water Operations</i> | | | <i>\$6,541.47</i> |
| Rocky Mountain | Water Distribution | Monthly Rental | \$29.95 |
| <i>Rocky Mountain - Total For Water Distribution</i> | | | <i>\$29.95</i> |
| Rocky Mountain - ALL DEPARTMENTS | | | \$6,571.42 |

ROCKY MOUNTAIN POWER

| | | | |
|--|--------------------------------|--|--------------------|
| ROCKY MOUNTAIN POWER | Ash Street Building | Acct #54730761-154 1 | \$431.29 |
| <i>ROCKY MOUNTAIN POWER - Total For Ash Street Building</i> | | | <i>\$431.29</i> |
| ROCKY MOUNTAIN POWER | Balefill - Disposal & Landfill | Acct #54730761-090 7 | \$5,442.94 |
| <i>ROCKY MOUNTAIN POWER - Total For Balefill - Disposal & Landfill</i> | | | <i>\$5,442.94</i> |
| ROCKY MOUNTAIN POWER | Buildings & Structures Fund | Acct #54730761-089 9 | \$99.71 |
| <i>ROCKY MOUNTAIN POWER - Total For Buildings & Structures Fund</i> | | | <i>\$99.71</i> |
| ROCKY MOUNTAIN POWER | Field Maintenance | Acct #54730761-131 9 | \$2,704.17 |
| <i>ROCKY MOUNTAIN POWER - Total For Field Maintenance</i> | | | <i>\$2,704.17</i> |
| ROCKY MOUNTAIN POWER | Hogadon - Operations | Acct #54730761-100 4 | \$8,058.93 |
| <i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i> | | | <i>\$8,058.93</i> |
| ROCKY MOUNTAIN POWER | Parks - Special Areas | Acct #54730761-132 7 | \$2,164.43 |
| ROCKY MOUNTAIN POWER | Parks - Special Areas | Acct #54730761-148 3 | \$61.06 |
| <i>ROCKY MOUNTAIN POWER - Total For Parks - Special Areas</i> | | | <i>\$2,225.49</i> |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-002 9 - Electricity | \$672.90 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-018 5 - Electricity | \$3,828.42 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-011 0 - Electricity | \$1,425.95 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-013 6 - Electricity | \$655.44 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-005 2 - Electricity | \$486.51 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-010 2 - Electricity | \$3,754.86 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-017 7 - Electricity | \$699.95 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-012 8 - Electricity | \$1,114.30 |
| ROCKY MOUNTAIN POWER | Regional Water Operations | Acct #60931133-006 0 - Electricity | \$42.04 |
| <i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i> | | | <i>\$12,680.37</i> |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-003 7 - Booster - Electricity | \$2,396.36 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-014 4 - Booster - Electricity | \$26.46 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-019 3 - Booster - Electricity | \$25.02 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-022 7 - Booster - Electricity | \$27.46 |

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|--|------------------------|--|--------------------|
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-025 0 - Booster - Electricity | \$2,076.87 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-015 1 - Booster - Electricity | \$46.82 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-026 8 - Booster - Electricity | \$72.11 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-016 9 - Booster - Electricity | \$1,653.52 |
| ROCKY MOUNTAIN POWER | RWS - Booster Stations | Acct #60931133-008 6 - Booster - Electricity | \$1,711.52 |
| <i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i> | | | <i>\$8,036.14</i> |
| ROCKY MOUNTAIN POWER | Traffic Control | Acct #54730761-106 1 | \$49,786.35 |
| <i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i> | | | <i>\$49,786.35</i> |
| ROCKY MOUNTAIN POWER - ALL DEPARTMENTS | | | \$89,465.39 |

RODRIGUEZ, BRANDON

| | | | |
|---|----------------------------|--|----------------|
| RODRIGUEZ, BRANDON | Water Revenue and Transfer | | \$29.48 |
| <i>RODRIGUEZ, BRANDON - Total For Water Revenue and Transfers</i> | | | <i>\$29.48</i> |
| RODRIGUEZ, BRANDON - ALL DEPARTMENTS | | | \$29.48 |

ROGERS, DONNA

| | | | |
|---|-----------------------------|--|-----------------|
| ROGERS, DONNA | Refuse Revenue and Transfer | | \$28.56 |
| <i>ROGERS, DONNA - Total For Refuse Revenue and Transfers</i> | | | <i>\$28.56</i> |
| ROGERS, DONNA | Water Revenue and Transfer | | \$170.32 |
| <i>ROGERS, DONNA - Total For Water Revenue and Transfers</i> | | | <i>\$170.32</i> |
| ROGERS, DONNA - ALL DEPARTMENTS | | | \$198.88 |

Router

| | | | |
|--|----------------------|---------------------|-------------------|
| Router | Parks - Parks Maint. | Porta-John from R&R | \$331.65 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$72.74 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$60.79 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$104.40 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$158.00 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$36.37 |
| Router | Parks - Parks Maint. | Porta-John from R&R | \$562.16 |
| <i>Router - Total For Parks - Parks Maint.</i> | | | <i>\$1,326.11</i> |
| Router - ALL DEPARTMENTS | | | \$1,326.11 |

ROSEN PLAZA 3NINE

| | | | |
|--|-----------------------|----------------------------|----------------|
| ROSEN PLAZA 3NINE | Community Development | restaurant travel/training | \$28.11 |
| <i>ROSEN PLAZA 3NINE - Total For Community Development</i> | | | <i>\$28.11</i> |
| ROSEN PLAZA 3NINE - ALL DEPARTMENTS | | | \$28.11 |

ROY, ANTHONY

| | | | |
|---|----------------------------|--|-----------------|
| ROY, ANTHONY | Water Revenue and Transfer | | \$180.28 |
| <i>ROY, ANTHONY - Total For Water Revenue and Transfers</i> | | | <i>\$180.28</i> |
| ROY, ANTHONY - ALL DEPARTMENTS | | | \$180.28 |

SALSBURY INDUSTRIES

| | | | |
|--|---------------------------|---------------------------------|-----------------|
| SALSBURY INDUSTRIES | Regional Water Operations | New Mailbox - Building Supplies | \$335.75 |
| <i>SALSBURY INDUSTRIES - Total For Regional Water Operations</i> | | | <i>\$335.75</i> |
| SALSBURY INDUSTRIES - ALL DEPARTMENTS | | | \$335.75 |

SAMS CLUB #6425

| | | | |
|--|-------------------------|--|-----------------|
| SAMS CLUB #6425 | City Manager | WHOLESALE CLUBS | \$25.82 |
| <i>SAMS CLUB #6425 - Total For City Manager</i> | | | <i>\$25.82</i> |
| SAMS CLUB #6425 | Community Development | WHOLESALE CLUBS | \$113.58 |
| <i>SAMS CLUB #6425 - Total For Community Development</i> | | | <i>\$113.58</i> |
| SAMS CLUB #6425 | Fleet Maintenance Fund | DAWN DISH SOAP | \$47.52 |
| <i>SAMS CLUB #6425 - Total For Fleet Maintenance Fund</i> | | | <i>\$47.52</i> |
| SAMS CLUB #6425 | Ice Arena - Concessions | CONCESSIONS - Chips, Pretzels, Hot Dog Bun | \$367.21 |
| <i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i> | | | <i>\$367.21</i> |
| SAMS CLUB #6425 | Municipal Court | WHOLESALE CLUBS | \$25.26 |
| <i>SAMS CLUB #6425 - Total For Municipal Court</i> | | | <i>\$25.26</i> |
| SAMS CLUB #6425 - ALL DEPARTMENTS | | | \$579.39 |

SAMSCLUB #6425

| | | | |
|---|---------------------|---------------------------|-----------------|
| SAMSCLUB #6425 | Fire-EMS Operations | Station Supplies | \$459.08 |
| <i>SAMSCLUB #6425 - Total For Fire-EMS Operations</i> | | | <i>\$459.08</i> |
| SAMSCLUB #6425 | Streets | 4 Soap Bottles for Detack | \$45.52 |

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|------------------------------------|---------|
| SAMSCLUB #6425 - Total For Streets | \$45.52 |
|------------------------------------|---------|

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| SAMSCLUB #6425 - ALL DEPARTMENTS | \$504.60 |
|---|-----------------|

SAWYER INC

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

SCHAIBLE, HEIDI

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|-----------------|----------------------------|---------|
| SCHAIBLE, HEIDI | Water Revenue and Transfer | \$44.78 |
|-----------------|----------------------------|---------|

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|--|----------------|
| <i>SCHAIBLE, HEIDI - Total For Water Revenue and Transfers</i> | <i>\$44.78</i> |
|--|----------------|

| | |
|--|----------------|
| SCHAIBLE, HEIDI - ALL DEPARTMENTS | \$44.78 |
|--|----------------|

SEAWESTERN FIRE FIGH

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|----------------------|----------------------------|-----------------|------------|
| SEAWESTERN FIRE FIGH | Direct Distribution - Fire | Phoenix Helmets | \$1,336.20 |
|----------------------|----------------------------|-----------------|------------|

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|--|-------------------|
| <i>SEAWESTERN FIRE FIGH - Total For Direct Distribution - Fire</i> | <i>\$1,336.20</i> |
|--|-------------------|

| | |
|---|-------------------|
| SEAWESTERN FIRE FIGH - ALL DEPARTMENTS | \$1,336.20 |
|---|-------------------|

SEE BEN REALTY

| | | |
|----------------|----------------------------|---------|
| SEE BEN REALTY | Water Revenue and Transfer | \$20.00 |
|----------------|----------------------------|---------|

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| <i>SEE BEN REALTY - Total For Water Revenue and Transfers</i> | <i>\$20.00</i> |
|---|----------------|

| | |
|---|----------------|
| SEE BEN REALTY - ALL DEPARTMENTS | \$20.00 |
|---|----------------|

SHAW POLYGRAPH SERVI

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|----------------------|------------------------|--|------------|
| SHAW POLYGRAPH SERVI | Police Career Services | Polygraph Examiner/Sex Offender Testing Co | \$6,090.00 |
|----------------------|------------------------|--|------------|

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|--|-------------------|
| <i>SHAW POLYGRAPH SERVI - Total For Police Career Services</i> | <i>\$6,090.00</i> |
|--|-------------------|

| | |
|---|-------------------|
| SHAW POLYGRAPH SERVI - ALL DEPARTMENTS | \$6,090.00 |
|---|-------------------|

SHEET METAL SPECIALT

| | | | |
|----------------------|-----------------------------|---|----------|
| SHEET METAL SPECIALT | Buildings & Structures Fund | Lighting repair supplies for Fire 1 - Sheet Met | \$311.20 |
|----------------------|-----------------------------|---|----------|

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|---|-----------------|
| <i>SHEET METAL SPECIALT - Total For Buildings & Structures Fund</i> | <i>\$311.20</i> |
|---|-----------------|

SHEET METAL SPECIALT - ALL DEPARTMENTS \$311.20

SHELL OIL 5744427920

| | | | |
|---|---------------------|------|---------|
| SHELL OIL 5744427920 | Fire-EMS Operations | Fuel | \$83.71 |
| <i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i> | | | \$83.71 |

SHELL OIL 5744427920 - ALL DEPARTMENTS \$83.71

SHERWIN-WILLIAMS COR

| | | | |
|---|-----------------------|------------------------------|-------------|
| SHERWIN-WILLIAMS COR | Capital - One Cent 17 | Two Graco Buggy's | \$15,807.40 |
| SHERWIN-WILLIAMS COR | Capital - One Cent 17 | Replacing two Graco Sprayers | \$15,345.50 |
| <i>SHERWIN-WILLIAMS COR - Total For Capital - One Cent 17</i> | | | \$31,152.90 |

SHERWIN-WILLIAMS COR - ALL DEPARTMENTS \$31,152.90

SHIRTS & MORE INC

| | | | |
|--|-------------------------|-------------------------------|------------|
| SHIRTS & MORE INC | Capital Projects Fund | Remove Old Vehicle Vinyl Wrap | \$819.00 |
| <i>SHIRTS & MORE INC - Total For Capital Projects Fund</i> | | | \$819.00 |
| SHIRTS & MORE INC | Property Insurance Fund | Vehicle Vinyl Wrap | \$600.00 |
| SHIRTS & MORE INC | Property Insurance Fund | Vehicle Vinyl Wrap | \$600.00 |
| <i>SHIRTS & MORE INC - Total For Property Insurance Fund</i> | | | \$1,200.00 |

SHIRTS & MORE INC - ALL DEPARTMENTS \$2,019.00

SHORT, FRANCIS

| | | | |
|---|----------------------------|--|----------|
| SHORT, FRANCIS | Water Revenue and Transfer | | \$104.28 |
| <i>SHORT, FRANCIS - Total For Water Revenue and Transfers</i> | | | \$104.28 |

SHORT, FRANCIS - ALL DEPARTMENTS \$104.28

SHOSHONE DISTRIBUTIN

| | | | |
|--|----------------------|----------------------------|------------|
| SHOSHONE DISTRIBUTIN | General Fund Revenue | Souvenirs For Museum Store | \$1,766.50 |
| <i>SHOSHONE DISTRIBUTIN - Total For General Fund Revenue</i> | | | \$1,766.50 |

SHOSHONE DISTRIBUTIN - ALL DEPARTMENTS \$1,766.50

SIRIUSWARE INC

| | | | |
|--|----------------------|--|-------------------|
| SIRIUSWARE INC | Hogadon - Operations | Annual Maintenance & Technical Support | \$3,320.55 |
| <i>SIRIUSWARE INC - Total For Hogadon - Operations</i> | | | <i>\$3,320.55</i> |
| SIRIUSWARE INC - ALL DEPARTMENTS | | | \$3,320.55 |

SIXT RENT A CAR

| | | | |
|---|------------------------|--------------------------|-----------------|
| SIXT RENT A CAR | Police Career Services | SIXT CAR RENTAL training | \$298.57 |
| <i>SIXT RENT A CAR - Total For Police Career Services</i> | | | <i>\$298.57</i> |
| SIXT RENT A CAR - ALL DEPARTMENTS | | | \$298.57 |

SMITH PSYCHOLOGICAL

| | | | |
|---|------------------------|---------------------------------------|-------------------|
| SMITH PSYCHOLOGICAL | Police Career Services | Confidential Legal or Medial Matters | \$800.00 |
| SMITH PSYCHOLOGICAL | Police Career Services | Confidential Legal or Medical Matters | \$400.00 |
| SMITH PSYCHOLOGICAL | Police Career Services | Confidential Legal Or Medical Matters | \$800.00 |
| <i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i> | | | <i>\$2,000.00</i> |
| SMITH PSYCHOLOGICAL - ALL DEPARTMENTS | | | \$2,000.00 |

SPECIALIZED MEDICAL

| | | | |
|---|-----------------------------|--|----------------|
| SPECIALIZED MEDICAL | Refuse Revenue and Transfer | | \$67.06 |
| <i>SPECIALIZED MEDICAL - Total For Refuse Revenue and Transfers</i> | | | <i>\$67.06</i> |
| SPECIALIZED MEDICAL - ALL DEPARTMENTS | | | \$67.06 |

SPORTSMANS WAREHOUSE

| | | | |
|--|--------------------------------|---------------------------------------|-----------------|
| SPORTSMANS WAREHOUSE | Balefill - Diversion & Special | SCALE FOR INFECTIOUS WASTE ROUTE TO W | \$49.99 |
| <i>SPORTSMANS WAREHOUSE - Total For Balefill - Diversion & Special</i> | | | <i>\$49.99</i> |
| SPORTSMANS WAREHOUSE | Fire-EMS Operations | Cooler | \$275.00 |
| <i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i> | | | <i>\$275.00</i> |
| SPORTSMANS WAREHOUSE - ALL DEPARTMENTS | | | \$324.99 |

SQ COMPUTER PROFESS

| | | | |
|---------------------|-----------------------|--------------------------------------|----------|
| SQ COMPUTER PROFESS | Community Development | Fuser for printer in Amber's office. | \$137.44 |
|---------------------|-----------------------|--------------------------------------|----------|

| | | | |
|---|-----------------------------|-------------------------------------|-----------------|
| SQ COMPUTER PROFESS | Community Development | COMPUTER MAINTENANCE,REPAIR & SERVI | \$69.99 |
| <i>SQ COMPUTER PROFESS - Total For Community Development</i> | | | <i>\$207.43</i> |
| SQ COMPUTER PROFESS | Information Services | COMPUTER MAINTENANCE,REPAIR & SERVI | \$98.99 |
| <i>SQ COMPUTER PROFESS - Total For Information Services</i> | | | <i>\$98.99</i> |
| SQ COMPUTER PROFESS | Public Safety Communication | COMPUTER MAINTENANCE,REPAIR & SERVI | \$419.97 |
| <i>SQ COMPUTER PROFESS - Total For Public Safety Communications</i> | | | <i>\$419.97</i> |
| SQ COMPUTER PROFESS - ALL DEPARTMENTS | | | \$726.39 |

SQ MY EDUCATIONAL R

| | | | |
|---|--------------------------------|-------------------------|----------------|
| SQ MY EDUCATIONAL R | Balefill - Disposal & Landfill | CPR Certification Cards | \$22.00 |
| <i>SQ MY EDUCATIONAL R - Total For Balefill - Disposal & Landfill</i> | | | <i>\$22.00</i> |
| SQ MY EDUCATIONAL R | Information Services | CPR Certification Cards | \$44.00 |
| <i>SQ MY EDUCATIONAL R - Total For Information Services</i> | | | <i>\$44.00</i> |
| SQ MY EDUCATIONAL R - ALL DEPARTMENTS | | | \$66.00 |

SQ NOVUS GLASS

| | | | |
|--|------------------------|---------------------------------|-----------------|
| SQ NOVUS GLASS | Fleet Maintenance Fund | 141490 INSTALL GLASS/ INSURANCE | \$157.50 |
| <i>SQ NOVUS GLASS - Total For Fleet Maintenance Fund</i> | | | <i>\$157.50</i> |
| SQ NOVUS GLASS - ALL DEPARTMENTS | | | \$157.50 |

SQ ROCKY MOUNTAIN J

| | | | |
|---|----------------------|---------------------------------|-----------------|
| SQ ROCKY MOUNTAIN J | General Fund Revenue | Jewelry for resale in gift shop | \$309.40 |
| <i>SQ ROCKY MOUNTAIN J - Total For General Fund Revenue</i> | | | <i>\$309.40</i> |
| SQ ROCKY MOUNTAIN J - ALL DEPARTMENTS | | | \$309.40 |

SQ SCOTT ENVIRONMEN

| | | | |
|--|---------------------|--|-----------------|
| SQ SCOTT ENVIRONMEN | Fire-EMS Operations | Station3 Flood Damage Assessment and Mol | \$539.76 |
| <i>SQ SCOTT ENVIRONMEN - Total For Fire-EMS Operations</i> | | | <i>\$539.76</i> |
| SQ SCOTT ENVIRONMEN - ALL DEPARTMENTS | | | \$539.76 |

SQ WCBO

| | | | |
|---------|----------------------------|--|----------|
| SQ WCBO | Fire-EMS Prevent & Inspect | Registration for admittance for four CRR per | \$724.65 |
|---------|----------------------------|--|----------|

SQ WCBO - Total For Fire-EMS Prevent & Inspect \$724.65

SQ WCBO - ALL DEPARTMENTS \$724.65

STAPLES

STAPLES Community Development STATIONARY, OFFICE AND SCHOOL SUPPLY S \$45.14

STAPLES - Total For Community Development \$45.14

STAPLES Health Insurance Fund Print job for HR Office \$63.40

STAPLES - Total For Health Insurance Fund \$63.40

STAPLES Human Resources Print job for HR Office \$13.60

STAPLES - Total For Human Resources \$13.60

STAPLES Sewer Wastewater Collection office supplies \$27.98

STAPLES - Total For Sewer Wastewater Collection \$27.98

STAPLES Streets 3 Daily planner refills \$117.96

STAPLES - Total For Streets \$117.96

STAPLES - ALL DEPARTMENTS \$268.08

STATE OF WY.

STATE OF WY. Health Insurance Fund Retiree Subsidy - October 2023 \$18,248.79

STATE OF WY. - Total For Health Insurance Fund \$18,248.79

STATE OF WY. - ALL DEPARTMENTS \$18,248.79

Subway 14736

Subway 14736 Balefill - Disposal & Landfill Meeting Op Supplies -- CAPITAL 5-YEAR PLA \$63.00

Subway 14736 - Total For Balefill - Disposal & Landfill \$63.00

Subway 14736 - ALL DEPARTMENTS \$63.00

SUFFEL, SHANA

SUFFEL, SHANA Water Revenue and Transfer \$47.60

SUFFEL, SHANA - Total For Water Revenue and Transfers \$47.60

SUFFEL, SHANA - ALL DEPARTMENTS \$47.60

SUMMIT ELECTRIC LLC.

| | | | |
|--|--------------------------------|---|-----------------|
| SUMMIT ELECTRIC LLC. | Balefill - Baler Processing | Rewire /REPAIR FIRE SUPPRESSION MRF/BAL | \$265.00 |
| SUMMIT ELECTRIC LLC. | Balefill - Baler Processing | GFCI Receptacle Repair FOR BALER BLDG | \$160.00 |
| <i>SUMMIT ELECTRIC LLC. - Total For Balefill - Baler Processing</i> | | | <i>\$425.00</i> |
| SUMMIT ELECTRIC LLC. | Balefill - Disposal & Landfill | Garage Door Repairs at BALER BLDG | \$283.42 |
| <i>SUMMIT ELECTRIC LLC. - Total For Balefill - Disposal & Landfill</i> | | | <i>\$283.42</i> |
| SUMMIT ELECTRIC LLC. | Refuse - Recycling | Rewire /REPAIR FIRE SUPPRESSION MRF/BAL | \$265.00 |
| <i>SUMMIT ELECTRIC LLC. - Total For Refuse - Recycling</i> | | | <i>\$265.00</i> |
| SUMMIT ELECTRIC LLC. - ALL DEPARTMENTS | | | \$973.42 |

SUMMIT ROOFING INC.

| | | | |
|--|-------------------|--------------|-------------------|
| SUMMIT ROOFING INC. | Ft. Caspar Museum | Roof Repairs | \$4,000.00 |
| SUMMIT ROOFING INC. | Ft. Caspar Museum | Roof Repairs | \$5,000.00 |
| <i>SUMMIT ROOFING INC. - Total For Ft. Caspar Museum</i> | | | <i>\$9,000.00</i> |
| SUMMIT ROOFING INC. - ALL DEPARTMENTS | | | \$9,000.00 |

SUTHERLANDS 2816

| | | | |
|---|---------------------------|--|----------------|
| SUTHERLANDS 2816 | Regional Water Operations | Parts for Turbidity Meters - Machinery Suppl | \$45.95 |
| <i>SUTHERLANDS 2816 - Total For Regional Water Operations</i> | | | <i>\$45.95</i> |
| SUTHERLANDS 2816 | Water Distribution | SAFETY SPRAY RED- OTHER MATERIALS & SU | \$10.49 |
| <i>SUTHERLANDS 2816 - Total For Water Distribution</i> | | | <i>\$10.49</i> |
| SUTHERLANDS 2816 | Water Meters | HINGE WELDABLE 3IN- OTHER MATERIALS & | \$31.74 |
| <i>SUTHERLANDS 2816 - Total For Water Meters</i> | | | <i>\$31.74</i> |
| SUTHERLANDS 2816 - ALL DEPARTMENTS | | | \$88.18 |

SYSCO CORP

| | | | |
|---|-------------------------|--|-------------------|
| SYSCO CORP | Ice Arena - Concessions | Concessions Resale - Invoice and returns Tot | \$1,130.63 |
| SYSCO CORP | Ice Arena - Concessions | CONCESSIONS - FOOD,DIPS,DRINK POWDER | \$1,075.26 |
| SYSCO CORP | Ice Arena - Concessions | CONCESSIONS - FOOD TRAYS | \$166.13 |
| SYSCO CORP | Ice Arena - Concessions | CONCESSIONS - DONUTS,CHICKEN,PIZZA,KET | \$749.16 |
| <i>SYSCO CORP - Total For Ice Arena - Concessions</i> | | | <i>\$3,121.18</i> |
| SYSCO CORP - ALL DEPARTMENTS | | | \$3,121.18 |

TACO JOHNS 9310

| | | | |
|--|---------------------------|-----------------------------|----------------|
| TACO JOHNS 9310 | Regional Water Operations | JPB Lunch - Office Supplies | \$77.19 |
| <i>TACO JOHNS 9310 - Total For Regional Water Operations</i> | | | <i>\$77.19</i> |
| TACO JOHNS 9310 - ALL DEPARTMENTS | | | \$77.19 |

THE ABY MANUFACTURIN

| | | | |
|---|---------------------|------------------|-----------------|
| THE ABY MANUFACTURIN | Fire-EMS Operations | Uniform supplies | \$494.40 |
| <i>THE ABY MANUFACTURIN - Total For Fire-EMS Operations</i> | | | <i>\$494.40</i> |
| THE ABY MANUFACTURIN - ALL DEPARTMENTS | | | \$494.40 |

THE HOME DEPOT

| | | | |
|---|-----------------------------|---|-----------------|
| THE HOME DEPOT | Buildings & Structures Fund | BAS Shop Supplies - Home Depot | \$34.95 |
| THE HOME DEPOT | Buildings & Structures Fund | Repair supplies for Aquatics Center - Home D | \$83.50 |
| THE HOME DEPOT | Buildings & Structures Fund | Repair supplies for Fire Station 1 - Home Dep | \$212.25 |
| THE HOME DEPOT | Buildings & Structures Fund | Repair supplies for Aquatics Center - Home D | \$53.07 |
| <i>THE HOME DEPOT - Total For Buildings & Structures Fund</i> | | | <i>\$383.77</i> |
| THE HOME DEPOT | Hogadon - Operations | HD Lodge supplies | \$34.34 |
| THE HOME DEPOT | Hogadon - Operations | HD REFUND | (\$66.43) |
| THE HOME DEPOT | Hogadon - Operations | HD Fence | \$73.94 |
| THE HOME DEPOT | Hogadon - Operations | Painting supplies | \$50.28 |
| THE HOME DEPOT | Hogadon - Operations | HD lodge supplies | \$27.97 |
| <i>THE HOME DEPOT - Total For Hogadon - Operations</i> | | | <i>\$120.10</i> |
| THE HOME DEPOT | Traffic Control | GFCI outlets for Xmas outlets | \$101.91 |
| <i>THE HOME DEPOT - Total For Traffic Control</i> | | | <i>\$101.91</i> |
| THE HOME DEPOT | Water Meters | ZIP TIES- OTHER MATERIALS & SUPPLIES | \$34.94 |
| <i>THE HOME DEPOT - Total For Water Meters</i> | | | <i>\$34.94</i> |
| THE HOME DEPOT | Water Tanks | BOUGHT 2 BULBS BUT THEY WERE NOT COR | (\$39.94) |
| THE HOME DEPOT | Water Tanks | MERCURY VAPOR- OTHER MATERIAL & SUPP | \$39.94 |
| <i>THE HOME DEPOT - Total For Water Tanks</i> | | | <i>\$0.00</i> |
| THE HOME DEPOT - ALL DEPARTMENTS | | | \$640.72 |

THE WASH LLC

| | | | |
|---|-----------------------|----------|----------------|
| THE WASH LLC | Police Administration | Car wash | \$49.51 |
| <i>THE WASH LLC - Total For Police Administration</i> | | | <i>\$49.51</i> |

THE WASH LLC - ALL DEPARTMENTS \$49.51

TOTALLY PROMOTIONAL

TOTALLY PROMOTIONAL Community Development MISCELLANEOUS PUBLISHING & PRINTING \$135.20

TOTALLY PROMOTIONAL - Total For Community Development \$135.20

TOTALLY PROMOTIONAL - ALL DEPARTMENTS \$135.20

TOWN OF BAR NUNN

TOWN OF BAR NUNN RWS - Booster Stations Wardwell Water Charge - Booster Supplies \$33.38

TOWN OF BAR NUNN - Total For RWS - Booster Stations \$33.38

TOWN OF BAR NUNN - ALL DEPARTMENTS \$33.38

TOWN OF EVANSVILLE

TOWN OF EVANSVILLE Public Safety Communication \$86.01

TOWN OF EVANSVILLE - Total For Public Safety Communications \$86.01

TOWN OF EVANSVILLE - ALL DEPARTMENTS \$86.01

TRACTOR SUPPLY CO

TRACTOR SUPPLY CO Ice Arena - Operations Propane for the Olympia - Tractor Supply \$100.01

TRACTOR SUPPLY CO Ice Arena - Operations Propane for the Olympia - Tractor Supply \$60.68

TRACTOR SUPPLY CO - Total For Ice Arena - Operations \$160.69

TRACTOR SUPPLY CO Public Transit - Operations FLOOR MATS FOR GARAGE \$299.90

TRACTOR SUPPLY CO - Total For Public Transit - Operations \$299.90

TRACTOR SUPPLY CO - ALL DEPARTMENTS \$460.59

TRANSUNION RISK AND

TRANSUNION RISK AND Police Administration Acct #220805 \$185.40

TRANSUNION RISK AND - Total For Police Administration \$185.40

TRANSUNION RISK AND - ALL DEPARTMENTS \$185.40

TRI STATE OIL RECLAI

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|--|--------------------------------|---------------------------------|-----------------|
| TRI STATE OIL RECLAI | Balefill - Diversion & Special | Pickup Antifreeze For Recycling | \$396.00 |
| <i>TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special</i> | | | <i>\$396.00</i> |
| TRI STATE OIL RECLAI - ALL DEPARTMENTS | | | \$396.00 |

TRI-STATE TRUCK & EQ

| | | | |
|--|--------------------|--|-----------------|
| TRI-STATE TRUCK & EQ | Refuse - Recycling | Equipment repair TRK#2276 RECYCLE FL 201 | \$791.82 |
| <i>TRI-STATE TRUCK & EQ - Total For Refuse - Recycling</i> | | | <i>\$791.82</i> |
| TRI-STATE TRUCK & EQ - ALL DEPARTMENTS | | | \$791.82 |

TWISTER S EATERY

| | | | |
|---|-----------------------|--|----------------|
| TWISTER S EATERY | Police Investigations | EATING PLACES, RESTAURANTS CR 23-07234 | \$40.39 |
| <i>TWISTER S EATERY - Total For Police Investigations</i> | | | <i>\$40.39</i> |
| TWISTER S EATERY - ALL DEPARTMENTS | | | \$40.39 |

TYLER TECHNOLOGIES I

| | | | |
|--|--------------------------------|--|-------------------|
| TYLER TECHNOLOGIES I | Balefill - Baler Processing | Tyler Cashiering Equipment for Solid Waste | \$204.00 |
| <i>TYLER TECHNOLOGIES I - Total For Balefill - Baler Processing</i> | | | <i>\$204.00</i> |
| TYLER TECHNOLOGIES I | Balefill - Disposal & Landfill | Tyler Cashiering Equipment for Solid Waste | \$918.00 |
| <i>TYLER TECHNOLOGIES I - Total For Balefill - Disposal & Landfill</i> | | | <i>\$918.00</i> |
| TYLER TECHNOLOGIES I | Balefill - Diversion & Special | Tyler Cashiering Equipment for Solid Waste | \$102.00 |
| <i>TYLER TECHNOLOGIES I - Total For Balefill - Diversion & Special</i> | | | <i>\$102.00</i> |
| TYLER TECHNOLOGIES I | Information Services | Executime Hardware Maintenance | (\$48.20) |
| TYLER TECHNOLOGIES I | Information Services | Executime:Touchscreen:Proximity Reader M | (\$98.80) |
| <i>TYLER TECHNOLOGIES I - Total For Information Services</i> | | | <i>(\$147.00)</i> |
| TYLER TECHNOLOGIES I | Refuse - Commercial | Tyler Cashiering Equipment for Solid Waste | \$204.00 |
| <i>TYLER TECHNOLOGIES I - Total For Refuse - Commercial</i> | | | <i>\$204.00</i> |
| TYLER TECHNOLOGIES I | Refuse - Recycling | Tyler Cashiering Equipment for Solid Waste | \$102.00 |
| <i>TYLER TECHNOLOGIES I - Total For Refuse - Recycling</i> | | | <i>\$102.00</i> |
| TYLER TECHNOLOGIES I | Refuse - Residential | Tyler Cashiering Equipment for Solid Waste | \$918.00 |
| <i>TYLER TECHNOLOGIES I - Total For Refuse - Residential</i> | | | <i>\$918.00</i> |
| TYLER TECHNOLOGIES I - ALL DEPARTMENTS | | | \$2,301.00 |

UNION WIRELESS

| | | | |
|---|-------------|-------------------------|----------------|
| UNION WIRELESS | Water Tanks | URCR SCADA & Cell Phone | \$95.24 |
| <i>UNION WIRELESS - Total For Water Tanks</i> | | | <i>\$95.24</i> |
| UNION WIRELESS - ALL DEPARTMENTS | | | \$95.24 |

US COMPOSTING COUNCI

| | | | |
|--|--------------------------------|-----------------------------|-------------------|
| US COMPOSTING COUNCI | Balefill - Disposal & Landfill | US COMPOST COUNCIL TRAINING | \$679.00 |
| US COMPOSTING COUNCI | Balefill - Disposal & Landfill | US COMPOST COUNCIL TRAINING | \$679.00 |
| <i>US COMPOSTING COUNCI - Total For Balefill - Disposal & Landfill</i> | | | <i>\$1,358.00</i> |
| US COMPOSTING COUNCI - ALL DEPARTMENTS | | | \$1,358.00 |

USA GASOLINE

| | | | |
|---|---------------------|------|----------------|
| USA GASOLINE | Fire-EMS Operations | Fuel | \$96.07 |
| <i>USA GASOLINE - Total For Fire-EMS Operations</i> | | | <i>\$96.07</i> |
| USA GASOLINE - ALL DEPARTMENTS | | | \$96.07 |

USABlueBook

| | | | |
|---|--------------------|------------------------|-----------------|
| USABlueBook | Water Distribution | VALVE KEY- SMALL TOOLS | \$784.83 |
| <i>USABlueBook - Total For Water Distribution</i> | | | <i>\$784.83</i> |
| USABlueBook - ALL DEPARTMENTS | | | \$784.83 |

USPS PO 5715590945

| | | | |
|---|-----------------------|----------------|-----------------|
| USPS PO 5715590945 | Community Development | POSTAGE STAMPS | \$102.72 |
| USPS PO 5715590945 | Community Development | POSTAGE STAMPS | \$85.60 |
| <i>USPS PO 5715590945 - Total For Community Development</i> | | | <i>\$188.32</i> |
| USPS PO 5715590945 - ALL DEPARTMENTS | | | \$188.32 |

USPS PO 5762700491

| | | | |
|---|---------------------------|--|----------------|
| USPS PO 5762700491 | Regional Water Operations | Mailing of Lead & Copper Results - Postage | \$21.00 |
| <i>USPS PO 5762700491 - Total For Regional Water Operations</i> | | | <i>\$21.00</i> |
| USPS PO 5762700491 - ALL DEPARTMENTS | | | \$21.00 |

VCN NATRONAREALESTAT

| | | | |
|--|----------------------|-------------------------------------|----------------|
| VCN NATRONAREALESTAT | City Clerk | GOVERNMENT SERVICES NOT ELSEWHERE C | \$50.50 |
| <i>VCN NATRONAREALESTAT - Total For City Clerk</i> | | | <i>\$50.50</i> |
| VCN NATRONAREALESTAT | Information Services | GOVERNMENT SERVICES NOT ELSEWHERE C | \$37.50 |
| <i>VCN NATRONAREALESTAT - Total For Information Services</i> | | | <i>\$37.50</i> |
| VCN NATRONAREALESTAT - ALL DEPARTMENTS | | | \$88.00 |

VEOLIA ES TECHNICAL

| | | | |
|---|--------------------------------|---|--------------------|
| VEOLIA ES TECHNICAL | Balefill - Diversion & Special | Lab Pack/HazStor Pickup - Hazmat Shipment | \$15,806.53 |
| <i>VEOLIA ES TECHNICAL - Total For Balefill - Diversion & Special</i> | | | <i>\$15,806.53</i> |
| VEOLIA ES TECHNICAL - ALL DEPARTMENTS | | | \$15,806.53 |

VERIZON WIRELESS

| | | | |
|--|-----------------------------|--|-------------------|
| VERIZON WIRELESS | Golf - Operations | Acct #942041246-00001 | \$120.03 |
| <i>VERIZON WIRELESS - Total For Golf - Operations</i> | | | <i>\$120.03</i> |
| VERIZON WIRELESS | Parks - Parks Maint. | Acct #342080735-00001 | \$278.47 |
| <i>VERIZON WIRELESS - Total For Parks - Parks Maint.</i> | | | <i>\$278.47</i> |
| VERIZON WIRELESS | Public Safety Communication | Acct #465552982-00010 | \$80.02 |
| <i>VERIZON WIRELESS - Total For Public Safety Communications</i> | | | <i>\$80.02</i> |
| VERIZON WIRELESS | Sewer Wastewater Collection | Acct #742239432-00002 remote device data | \$74.86 |
| <i>VERIZON WIRELESS - Total For Sewer Wastewater Collection</i> | | | <i>\$74.86</i> |
| VERIZON WIRELESS | Streets | Acct #242152162-00001 | \$40.01 |
| <i>VERIZON WIRELESS - Total For Streets</i> | | | <i>\$40.01</i> |
| VERIZON WIRELESS | Water Distribution | Acct #542255605-00001 | \$116.66 |
| <i>VERIZON WIRELESS - Total For Water Distribution</i> | | | <i>\$116.66</i> |
| VERIZON WIRELESS | Weed & Pest Fund | Acct #342080735-00001 | \$201.65 |
| <i>VERIZON WIRELESS - Total For Weed & Pest Fund</i> | | | <i>\$201.65</i> |
| VERIZON WIRELESS | WWTP Operations | Acct #842227834-00001 | \$147.64 |
| <i>VERIZON WIRELESS - Total For WWTP Operations</i> | | | <i>\$147.64</i> |
| VERIZON WIRELESS - ALL DEPARTMENTS | | | \$1,059.34 |

VRC COMPANIES LLC

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|-------------------|-----------------|--------------------------|---------|
| VRC COMPANIES LLC | Municipal Court | File Destruction Service | \$60.78 |
|-------------------|-----------------|--------------------------|---------|

| | | | |
|--|-----------------------------|--------------------------|-----------------|
| VRC COMPANIES LLC - Total For Municipal Court | | | \$60.78 |
| VRC COMPANIES LLC | Public Safety Communication | File Destruction Service | \$115.10 |
| VRC COMPANIES LLC - Total For Public Safety Communications | | | \$115.10 |
| VRC COMPANIES LLC - ALL DEPARTMENTS | | | \$175.88 |

VZWRLSS MY VZ VB P

| | | | |
|--|---------------------------|-------------------------|----------------|
| VZWRLSS MY VZ VB P | Regional Water Operations | WTP Operator Cell Phone | \$77.89 |
| VZWRLSS MY VZ VB P - Total For Regional Water Operations | | | \$77.89 |
| VZWRLSS MY VZ VB P - ALL DEPARTMENTS | | | \$77.89 |

WALMART.COM 80096665

| | | | |
|---|----------------------|----------------------|----------------|
| WALMART.COM 80096665 | Information Services | iPad Charging cables | \$18.37 |
| WALMART.COM 80096665 - Total For Information Services | | | \$18.37 |
| WALMART.COM 80096665 - ALL DEPARTMENTS | | | \$18.37 |

WAWA 5309

| | | | |
|--|------------------------|------------------------------------|----------------|
| WAWA 5309 | Police Career Services | AUTOMATED FUEL DISPENSERS training | \$36.25 |
| WAWA 5309 - Total For Police Career Services | | | \$36.25 |
| WAWA 5309 - ALL DEPARTMENTS | | | \$36.25 |

WEAR PARTS INC

| | | | |
|---|----------------------|-------------------|-----------------|
| WEAR PARTS INC | Hogadon - Operations | Snow fence repair | \$162.45 |
| WEAR PARTS INC - Total For Hogadon - Operations | | | \$162.45 |
| WEAR PARTS INC - ALL DEPARTMENTS | | | \$162.45 |

WESTERN COOPERATIVE

| | | | |
|---|-------------------|---------------|-------------------|
| WESTERN COOPERATIVE | Golf - Operations | Prowinterizer | \$1,920.00 |
| WESTERN COOPERATIVE - Total For Golf - Operations | | | \$1,920.00 |
| WESTERN COOPERATIVE - ALL DEPARTMENTS | | | \$1,920.00 |

WESTERN SIGN & DESIG

| | | | |
|---|-----------------------|--|-----------------|
| WESTERN SIGN & DESIG | Fire-EMS Operations | Removal Of Unit Numbers From Fire Trucks | \$635.00 |
| <i>WESTERN SIGN & DESIG - Total For Fire-EMS Operations</i> | | | <i>\$635.00</i> |
| WESTERN SIGN & DESIG | Police Administration | Installation of printed & laminated graphic si | \$226.64 |
| <i>WESTERN SIGN & DESIG - Total For Police Administration</i> | | | <i>\$226.64</i> |
| WESTERN SIGN & DESIG - ALL DEPARTMENTS | | | \$861.64 |

WESTERN WATER CONSUL

| | | | |
|---|-----------------------|--------------------------------|-------------------|
| WESTERN WATER CONSUL | Capital Projects Fund | College Drive Improvements | \$1,326.10 |
| WESTERN WATER CONSUL | Capital Projects Fund | K St Imp-St Mary-Bryan Stk Eng | \$1,422.50 |
| <i>WESTERN WATER CONSUL - Total For Capital Projects Fund</i> | | | <i>\$2,748.60</i> |
| WESTERN WATER CONSUL - ALL DEPARTMENTS | | | \$2,748.60 |

WM SUPERCENTER

| | | | |
|---|---------------------------|---|-----------------|
| WM SUPERCENTER | City Council | GROCERY STORES, SUPERMARKETS | \$16.08 |
| <i>WM SUPERCENTER - Total For City Council</i> | | | <i>\$16.08</i> |
| WM SUPERCENTER | City Manager | GROCERY STORES, SUPERMARKETS | \$6.47 |
| <i>WM SUPERCENTER - Total For City Manager</i> | | | <i>\$6.47</i> |
| WM SUPERCENTER | Ice Arena - Concessions | CONCESSION - Butter | \$39.84 |
| <i>WM SUPERCENTER - Total For Ice Arena - Concessions</i> | | | <i>\$39.84</i> |
| WM SUPERCENTER | Municipal Court | GROCERY STORES, SUPERMARKETS | \$75.10 |
| <i>WM SUPERCENTER - Total For Municipal Court</i> | | | <i>\$75.10</i> |
| WM SUPERCENTER | Regional Water Operations | Dish Brushes, Trash Bags, & Alphabet Sticker | \$21.36 |
| WM SUPERCENTER | Regional Water Operations | Sauces, Dessert, Fruit, for JPB Meeting & Cof | \$57.63 |
| <i>WM SUPERCENTER - Total For Regional Water Operations</i> | | | <i>\$78.99</i> |
| WM SUPERCENTER | Water Distribution | OFFICE PRODUCTS- BUILDING SUPPLIES | \$22.32 |
| <i>WM SUPERCENTER - Total For Water Distribution</i> | | | <i>\$22.32</i> |
| WM SUPERCENTER - ALL DEPARTMENTS | | | \$238.80 |

WPY ShiftNote

| | | | |
|--|---------------------------|--|----------------|
| WPY ShiftNote | Regional Water Operations | Work Order Software Maintenance - Mainte | \$90.00 |
| <i>WPY ShiftNote - Total For Regional Water Operations</i> | | | <i>\$90.00</i> |
| WPY ShiftNote - ALL DEPARTMENTS | | | \$90.00 |

WWW.FIORII.COM

| | | | |
|---|-----------------------------|--|-----------------|
| WWW.FIORII.COM | Aquatics - Operations | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Aquatics - Operations</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM | Buildings & Structures Fund | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Buildings & Structures Fund</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM | Cemetery | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Cemetery</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM | Ft. Caspar Museum | PRPF Supervisor leadership development | \$60.00 |
| <i>WWW.FIORII.COM - Total For Ft. Caspar Museum</i> | | | <i>\$60.00</i> |
| WWW.FIORII.COM | Golf - Operations | PRPF Supervisor leadership development | \$140.00 |
| <i>WWW.FIORII.COM - Total For Golf - Operations</i> | | | <i>\$140.00</i> |
| WWW.FIORII.COM | Hogadon - Operations | PRPF Supervisor leadership development | \$140.00 |
| <i>WWW.FIORII.COM - Total For Hogadon - Operations</i> | | | <i>\$140.00</i> |
| WWW.FIORII.COM | Ice Arena - Operations | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Ice Arena - Operations</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM | Parks - Parks Maint. | PRPF Supervisor leadership development | \$140.00 |
| <i>WWW.FIORII.COM - Total For Parks - Parks Maint.</i> | | | <i>\$140.00</i> |
| WWW.FIORII.COM | Sport & Athletics Admin | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Sport & Athletics Admin</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM | Weed & Pest Fund | PRPF Supervisor leadership development | \$70.00 |
| <i>WWW.FIORII.COM - Total For Weed & Pest Fund</i> | | | <i>\$70.00</i> |
| WWW.FIORII.COM - ALL DEPARTMENTS | | | \$900.00 |

WY. DEPT. OF TRANSP

| | | | |
|--|-----------------------|-------------|-----------------|
| WY. DEPT. OF TRANSP | Police Administration | P6 Citation | \$236.21 |
| <i>WY. DEPT. OF TRANSP - Total For Police Administration</i> | | | <i>\$236.21</i> |
| WY. DEPT. OF TRANSP - ALL DEPARTMENTS | | | \$236.21 |

WY. LAW ENFORCEMENT

| | | | |
|---|-----------------------------|---|-----------------|
| WY. LAW ENFORCEMENT | Public Safety Communication | Public Safety Communications Basic Training | \$775.00 |
| <i>WY. LAW ENFORCEMENT - Total For Public Safety Communications</i> | | | <i>\$775.00</i> |
| WY. LAW ENFORCEMENT - ALL DEPARTMENTS | | | \$775.00 |

WY. MACHINERY CO.

| | | | |
|---|--------------------------------|---|--------------------|
| WY. MACHINERY CO. | Balefill - Baler Processing | Equipment Warranty UNIT#141532 | \$10,795.45 |
| WY. MACHINERY CO. | Balefill - Baler Processing | 60 month_7500 hour Prev Mtn Plan UNIT#1 | \$34,566.00 |
| <i>WY. MACHINERY CO. - Total For Balefill - Baler Processing</i> | | | <i>\$45,361.45</i> |
| WY. MACHINERY CO. | Balefill - Disposal & Landfill | Equipment repair UNIT#141501 2000HR SER | \$3,194.76 |
| WY. MACHINERY CO. | Balefill - Disposal & Landfill | Equipment repair UNIT#141503 CORE CHAR | \$207.80 |
| <i>WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill</i> | | | <i>\$3,402.56</i> |
| WY. MACHINERY CO. | Golf - Operations | Equipment | \$1,030.12 |
| <i>WY. MACHINERY CO. - Total For Golf - Operations</i> | | | <i>\$1,030.12</i> |
| WY. MACHINERY CO. | Parks - Parks Maint. | Equipment | \$1,030.13 |
| <i>WY. MACHINERY CO. - Total For Parks - Parks Maint.</i> | | | <i>\$1,030.13</i> |
| WY. MACHINERY CO. - ALL DEPARTMENTS | | | \$50,824.26 |

WYOMING ASSN OF PSC

| | | | |
|---|-----------------------------|------------------------------------|-----------------|
| WYOMING ASSN OF PSC | Public Safety Communication | MEMBERSHIP ORGANIZATIONS NOT ELSEW | \$878.00 |
| <i>WYOMING ASSN OF PSC - Total For Public Safety Communications</i> | | | <i>\$878.00</i> |
| WYOMING ASSN OF PSC - ALL DEPARTMENTS | | | \$878.00 |

WYOMING LOCK & SAFE

| | | | |
|--|---------------------------|--|----------------|
| WYOMING LOCK & SAFE | Regional Water Operations | Duplication of Keys-Locks/Cores -Building Su | \$72.00 |
| <i>WYOMING LOCK & SAFE - Total For Regional Water Operations</i> | | | <i>\$72.00</i> |
| WYOMING LOCK & SAFE - ALL DEPARTMENTS | | | \$72.00 |

WYOMING WORK WAREHOU

| | | | |
|---|-----------------------------|----------------------------------|-----------------|
| WYOMING WORK WAREHO | Balefill - Baler Processing | fire retardant pants for welding | \$337.47 |
| <i>WYOMING WORK WAREHOU - Total For Balefill - Baler Processing</i> | | | <i>\$337.47</i> |
| WYOMING WORK WAREHO | Ice Arena - Operations | OPERATIONS - GLOVES | \$64.74 |
| <i>WYOMING WORK WAREHOU - Total For Ice Arena - Operations</i> | | | <i>\$64.74</i> |
| WYOMING WORK WAREHOU - ALL DEPARTMENTS | | | \$402.21 |

XYBIX SYSTEMS,

| | | | |
|----------------|-----------------------------|---|----------|
| XYBIX SYSTEMS, | Public Safety Communication | COMMERCIAL FURNITURE Dispatch furniture | \$234.37 |
|----------------|-----------------------------|---|----------|

XYBIX SYSTEMS, - Total For Public Safety Communications \$234.37
XYBIX SYSTEMS, - ALL DEPARTMENTS \$234.37

ZUPANIK, SETH

ZUPANIK, SETH Water Revenue and Transfer \$28.15
ZUPANIK, SETH - Total For Water Revenue and Transfers \$28.15
ZUPANIK, SETH - ALL DEPARTMENTS \$28.15

CITYWIDE BILLS AND CLAIMS TOTAL \$2,148,112.12

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
 12/05/23

Additional Accounts Payable

| | | |
|------------------------|--|---------------------------|
| <u>11/16/23</u> | Prewrits - Travel Reimbursements | |
| | Matt Bowman - Travel Reimbursement | 339.25 |
| | Mike Ogden - Travel Reimbursement | 448.50 |
| | Ryan Dabney - Travel Reimbursement | 310.10 |
| | | <u>1,097.85</u> |
| | | |
| <u>11/22/23</u> | Prewrits - Travel Reimbursements & Petty Cash | |
| | Taylor Meyers - Travel Reimbursement | 88.50 |
| | First Interstate Bank - Petty Cash (PD) | 89.70 |
| | First Interstate Bank - Petty Cash (Community Development) | 403.41 |
| | First Interstate Bank - Petty Cash (Muni Court) | 720.00 |
| | | <u>1,301.61</u> |
| | | |
| | Total Additional AP | <u>\$ 2,399.46</u> |

Payroll

| | | |
|------------------------|--|-------------------------------|
| <u>11/22/23</u> | City Payroll | |
| | Salary & Wages | 943,657.30 |
| | Other Employee Liabilities | 3,070.55 |
| | Internal Revenue Service | 260,916.77 |
| | NCPERS Group | 560.00 |
| | Wyoming Retirement System | 233,967.89 |
| | State of Wyoming Workers Comp | 22,323.04 |
| | State of Wyoming Employee Benefits Insurance | 371,471.26 |
| | ICMA Retirement | 24,494.57 |
| | Lincoln National Life Insurance | 31.01 |
| | Orchard Trust Retirement | 1,935.00 |
| | Reliastar Life Insurance-Accident/Voya | 1,625.46 |
| | | <u>1,864,052.85</u> |
| | | |
| <u>11/22/23</u> | Fire Payroll | |
| | Salary & Wages | 138,223.22 |
| | Internal Revenue Service | 24,189.11 |
| | NCPERS Group | 64.00 |
| | Wyoming Retirement System | 55,297.47 |
| | State of Wyoming Workers Comp | 3,518.38 |
| | State of Wyoming Employee Benefits Insurance | 61,643.92 |
| | ICMA Retirement | 5,583.78 |
| | Orchard Trust Retirement | 7,975.00 |
| | Reliastar Life Insurance-Accident/Voya | 35.75 |
| | | <u>296,530.63</u> |
| | | |
| | Total Payroll | <u>\$ 2,160,583.48</u> |
| | | |
| | Addendum Total | <u>\$ 2,162,982.94</u> |

November 17, 2023

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

FROM: Fleur Tremel, Chief of Staff *FT*
Amanda Ainsworth, City Clerk *AA*
Carla Mills-Laatsch, Licensing Specialist *CMg*

SUBJECT: Establish Public Hearing for a Transfer of Microbrewery Liquor License No. 10 for Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, Located at 2027 East Yellowstone Unit B, to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, Located at 355 West Yellowstone Hwy.

Meeting Type & Date
Regular Council Meeting
December 5, 2023

Action Type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish December 19, 2023 as the Public Hearing date for a transfer of Microbrewery Liquor License No. 10 for Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 2027 East Yellowstone Unit B, to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 355 West Yellowstone Hwy.

Summary
An application has been received requesting a transfer of Microbrewery Liquor License No. 10 for Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 2027 East Yellowstone Unit B to Bull Horn Brewing, LLC d/b/a Bull Horn Brewing, located at 355 West Yellowstone Hwy.

This business was located inside the same building as O'Reilly Auto Parts. The applicant is requesting a transfer to 355 West Yellowstone, formerly Yellowstone Garage. This address also has an active retail liquor license. The microbrewery will be located in a building in the south detached building on the premises. The brewers notice from the Alcohol and Tobacco Tax and Trade Bureau allows for the tasting room to be located within their main building on the same premise. Wyoming Liquor Division has certified this application as complete.

If approved, this license will not be issued until all the required permits and inspections are complete. The applicant plans to start brewing in January of 2024.

Currently, the City of Casper has seven microbrewery liquor licenses issued. In 2021, the cap was repealed and, therefore, there is no limit on the number of microbrewery licenses a municipality may issue.

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

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

Financial Considerations

If approved, the City of Casper will receive \$139.


Oversight/Project Responsibility


Carla Mills-Laatsch, Licensing Specialist

Attachments

None

November 17, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Bauer, P.E., Chief Operating Officer
Alex Sveda, P.E., City Engineer 
Mark Harris, P.E., Associate Engineer II

SUBJECT: Establishing January 16, 2024, as the Public Hearing Date to Consider an Assessment Roll for Local Assessment District (LAD) 160 – Chinook Trail Improvements

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

Action Type:
Minute Action

Recommendation:
That Council, by minute action, establish January 16, 2024, as the date to sit as a Board of Equalization, in order to approve the assessment roll for Local Assessment District No. 160 – Chinook Trail Improvements.

Summary:
In July, 2023, Council adopted Ordinance 11-23 creating Local Assessment District (LAD) No. 160 – Chinook Trail Improvements. The LAD No. 160 area includes nine (9) properties, accessed from Chinook Trail, South of State Highway 258 (Wyoming Boulevard).

Improvements constructed as part of LAD No. 160 included new asphalt surfacing on the existing gravel surface of Chinook Trail.

Ordinance 11-23 specifies the method of assessment and assessment amounts per lot. The estimated project cost of LAD No. 160 was \$113,400.00, with the home owners paying half of the material, labor, and equipment cost and the City of Casper paying the other half and performing the work. The half amount of \$56,700 equates to \$6,650.00 per lot with Sunrise Hills #2 Lot 4 being assessed \$3,500.00. These costs include construction and materials costs for the complete construction project.

Construction of the Chinook Trail Improvements is now complete, and final costs have been tabulated. The actual assessment amount for LAD No. 160 based on actual construction and materials costs is \$105,312.93. The assessment table to be presented to Council on January 16, 2024, will show property assessments calculated at the following rates:

All Improvements = \$6,175.00 per lot
Sunrise Hills #2 Lot 4 = \$3,256

In comparing the actual construction costs with the estimated costs, the concrete asphalt costs are somewhat less than those estimated. The estimates were done by the City Engineering Division and based on previous, similar sized projects.

Assessments for the LAD include property owner payment for preparation of crushed base material, installation of asphalt pavement for the street section and driveway approaches, and installation of concrete diamonds (collars) on existing valve boxes.

The Public Services Department recommends that Council establish January 16, 2024, as the date to consider the assessments of property owners in LAD No. 160. After the Public Hearing in January, Council will consider the first reading of the Ordinance to confirm the assessments. After the Ordinance is adopted by Council, residents within the District may pay their entire assessment within 30 calendar days, free of interest, or in ten (10) equal, yearly installments at three percent (3%) interest.

The Council, acting as the Board of Equalization, will review the assessment roll, recommend any corrections, and/or approve the assessment roll as presented.

Financial Consideration

The total assessment for the project is \$52,656.00 to be deposited into the LAD Fund.

Oversight/Project Responsibility

Mark Harris, P.E., Associate Engineer II

Attachments

None

November 29, 2023

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

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

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

Meeting Type & Date

Regular Council Meeting – December 5, 2023

Action type

Public Hearing and First Reading

Recommendation

That City Council conduct the Public Hearing and First Reading of An Ordinance Amending Chapter 2.64 of the Casper Municipal Code Regarding the Removal or Censor of Public Officials.

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.

Find attached a copy of the proposed ordinance. The Public Hearing and First Reading will be conducted on December 5, 2023.

Financial Considerations

None at this time.

Oversight/Project Responsibility

Eric K. Nelson, City Attorney

Attachments

Proposed Ordinance

ORDINANCE NO. 24-23

AN ORDINANCE AMENDING CHAPTER 2.64 OF THE
CASPER MUNICIPAL CODE REGARDING THE REMOVAL
OR CENSOR OF PUBLIC OFFICIALS.

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

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

WHEREAS, the Casper Municipal Code does not contain a process for the removal of the mayor or vice mayor from their positions, short of removing them entirely from office; and,

WHEREAS, City Council has the power to remove the mayor or vice mayor from their respective positions without removing them from City Council; and,

WHEREAS, City Council desires to adopt an ordinance which sets out the process for City Council to remove the mayor or vice mayor from office.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 2.64 of the Municipal Code is amended and shall be replaced and codified as follows:

Section 1: The title of Chapter 2.64 is changed to “Removal or Censure of Public Officials.”

Section 2: The following Sections of the Municipal Code shall be replaced and codified as follows:

2.64.005 Definitions.

"For cause" means:

1. Gross and persistent delinquency in being absent from regular meetings of the council. Absence from three consecutive meetings without reasonable excuse shall be evidence of such delinquency;
2. Conviction of a felony;
3. Failing the residency requirements as defined in Section 2.04.030;
4. Determination by a court having jurisdiction to be insane or mentally incompetent;
5. Conviction of a crime involving moral turpitude or constituting a breach of oath of office;

6. Refusing to take the oath of office or to give or renew an official bond if required by law;
7. Conviction of any crime involving ethics or malfeasance; including, but not limited to conviction of the crime of malfeasance pursuant to W.S. § 15-1-113(m), as it may, from time to time, be amended;
8. Violation of W.S. §§ 9-13-101 *et seq.*, 12-4-103(a)(i), 15-1-127, 15-1-128, or 16-6-118, or code Section 5.08.100(A)(1), as they may, from time to time, be amended;
9. Violation of any provision of the public service code of ethics as set forth in Chapter 2.60, or violation of any other law or ordinance involving ethics, as they may, from time to time, be amended;
10. Sexually [sexual] harassment of, workplace violence act against, or creation of a hostile work environment for any agent or employee of the city as set forth in the city personnel rules and regulations manual, dated August 20, 2002, as it may, from time to time, be amended.

2.64.010 Authorization.

- A. Any joint powers board member or other board member appointed by the city council may be removed from office at will at any time by a vote of a majority of all the elected members of the city council.
- B. Any city councilman may be removed from office, for cause, by a vote of a two-thirds majority of all members of the city council after following the procedures set forth in Section 2.64.020 for the removal of any such city councilman.

2.64.020 Procedure.

The following procedures shall be followed for the removal of any city councilman by the city council for any of the "for cause" reasons specified in Section 2.64.005:

1. The city council may, by a resolution approved by a two-thirds majority vote of all of the elected members of the city council, refer any alleged "for cause" conduct to an independent hearing officer who shall be a current member of the state bar association. Said hearing officer shall be retained by the city for hearing the allegations as specified, and set forth in the resolution.
2. The hearing officer shall follow the hearing procedures of a contested case pursuant to the Wyoming Administrative Procedure Act (W.S. § 16-3-101 *et seq.*) in any removal proceeding.
3. Recognizing that the city attorney's office has a conflict of interest in prosecuting the city's position in any such hearing, the city shall be represented by a special city attorney retained by the city council for the purposes of this hearing.
4. The hearing officer shall state his or her findings in writing and whether or not "for cause" exists for the removal of such council member, which shall be forwarded to

the members of the city council within ten days after the conclusion of the hearing. The decision of the hearing officer shall be appealable under the provisions of the Wyoming Administrative Procedures Act.

5. Upon a final decision by the hearing officer finding that the alleged "for cause" conduct has occurred, the councilman may be removed from office or censored by a two-thirds majority vote of all of the elected members of the city council. The vote to remove or censor councilman by the city council is a final decision, shall not be appealable, and the seat held by such councilman shall be vacated.

2.64.030 Removal of Mayor or Vice-Mayor

The following procedures shall be followed for the removal of either the mayor or vice-mayor from their respective positions, but not from council, by the city council:

1. Upon a vote of "no confidence" by a majority of city council, at either a regular or duly called special meeting, notice shall be given to the subject individual and proceedings to remove the subject individual from the position of mayor or vice-mayor shall be initiated.
2. At the next regular or duly called special meeting, the subject individual may request that the matter be addressed in an open meeting and shall be given an opportunity to address city council. If no such request is made, the city council may convene in an executive session to deliberate on the matter before a vote is taken in open session.
3. Upon an affirmative two-thirds vote of council to remove either the mayor or vice mayor, the subject individual shall be immediately removed from that position and will remain a member of council. If the mayor is removed, the vice-mayor shall act as mayor *pro tem* until city council elects a new mayor at its next regularly scheduled city council meeting. In the case of the vice-mayor, said position shall remain vacant until city council elects a new vice-mayor at its next regularly scheduled city council meeting. If an election cannot be held for either the mayor or vice-mayor position at the next regularly scheduled city council meeting, city council shall hold the elections soon as practicable at one of its meetings.

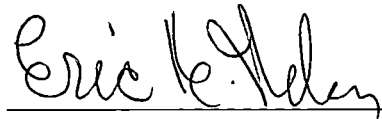
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PASSED on 1st reading the ____ day of _____, 2023.

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

PASSED, APPROVED, AND ADOPTED on third and final reading the ____ day of _____, 2024.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

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

4030

410

SEWOMWING BLVD

GANNETT ST



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:

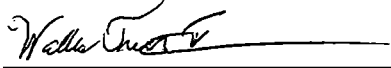
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the 21st day of November, 2023.

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

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

APPROVED AS TO FORM:




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

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-fee~~licensing 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~~ing 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 trade category~~ 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 ~~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 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 21st day of November, 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:

Eric K. John


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

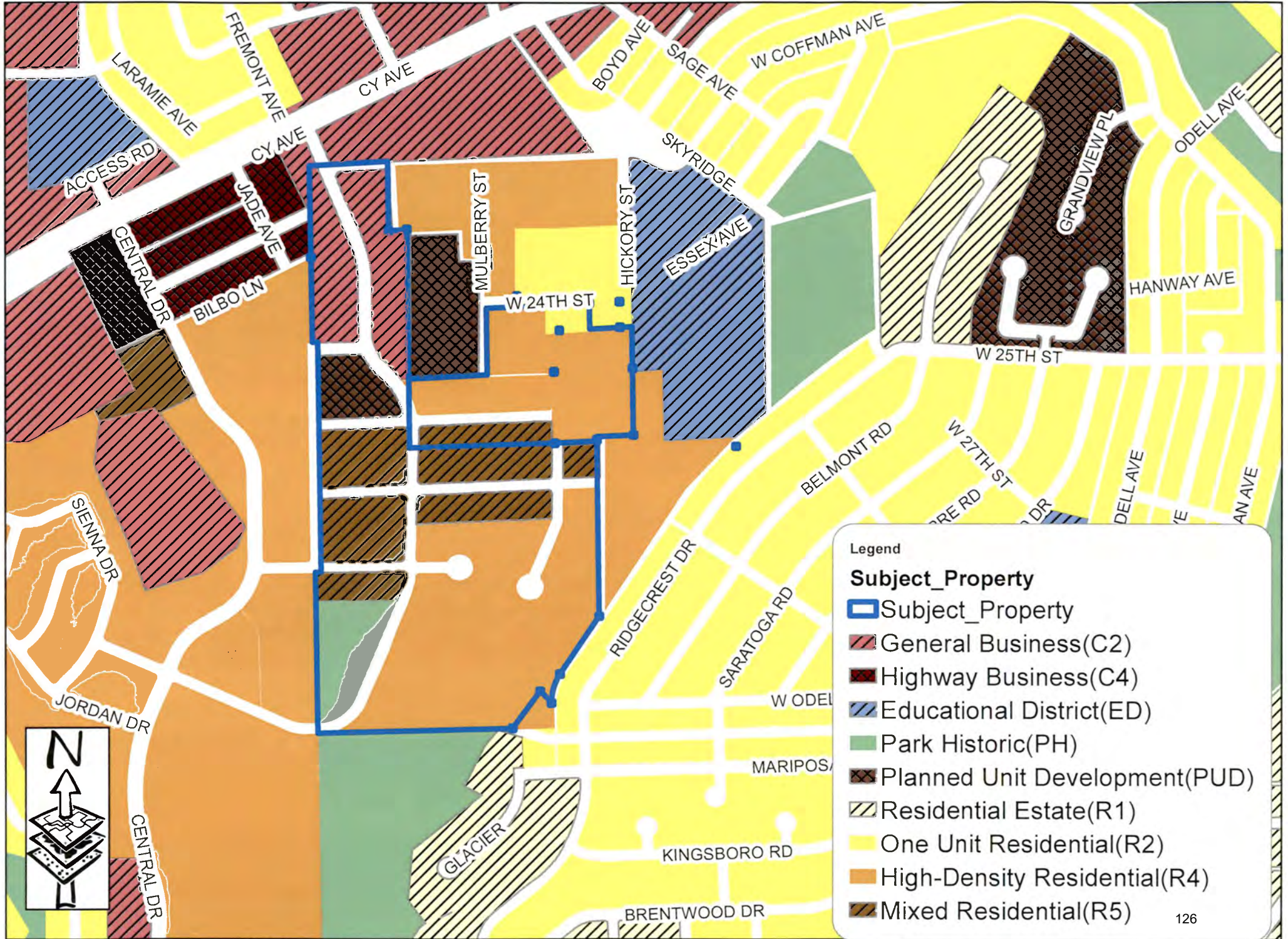
Subdivision Agreement (*prior to third reading*)

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 1-8, 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 1-8, 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 17 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 1-8, 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 17 WEST, CITY OF CASPER, NATRONA COUNTY, WYOMING AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ROBERT E. LOWER, DENNIS W. LOWER & GEOFFREY M. LOWER
1637 CV AVENUE, SUITE 201
CASPER, WY 82524

MOUNT HOPE LUTHERAN CHURCH
208 HICKORY
CASPER, WY 82524

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

APPROVALS

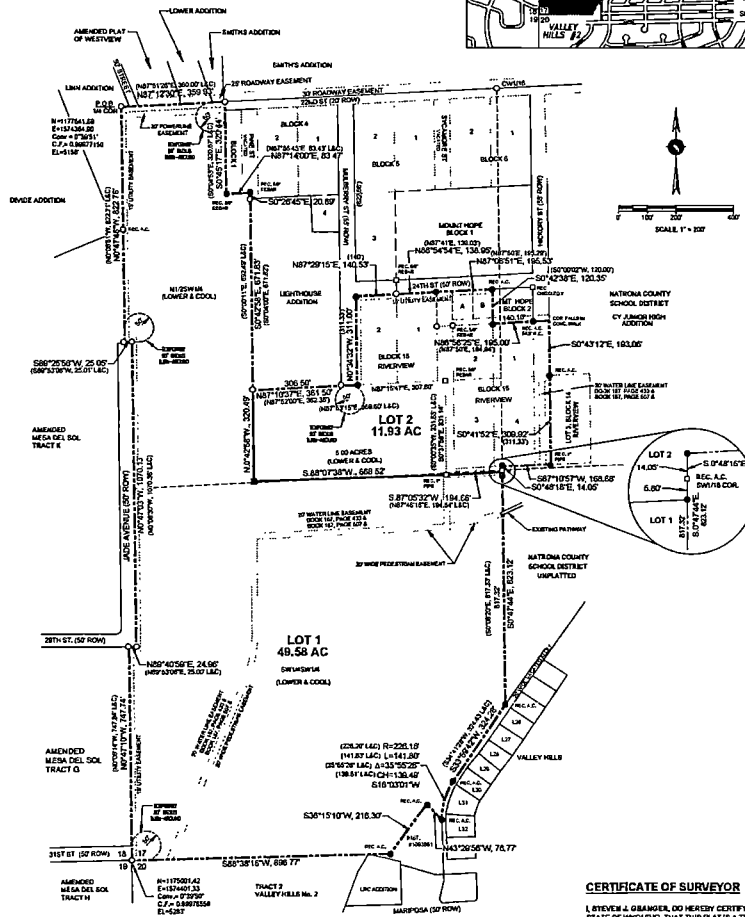
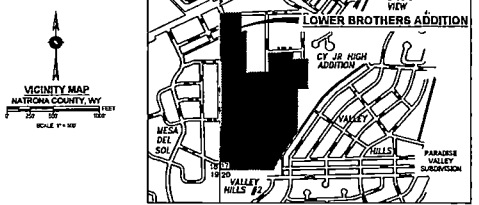
APPROVED: PLANNING AND ZONING COMMISSION CASPER, WYOMING
THIS _____ DAY OF _____, 2023 AND FORWARDED TO THE CITY COUNCIL OF CASPER, WYOMING WITH
RECOMMENDATION THAT THIS PLAT BE APPROVED.
COMMISSION CHAIRMAN _____ SECRETARY _____
APPROVED: CITY COUNCIL OF THE CITY OF CASPER, WYOMING BY ORDINANCE NUMBER _____ 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 _____

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

CERTIFICATE OF SURVEYOR

I, STEVEN J. OSBORN, 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 NOTES TAKEN DURING AN ACTUAL SURVEY MADE BY ME ON 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. OSBORN
THIS _____ DAY OF _____, 2023.
WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____



LEGEND

| | |
|-----|------------------------------|
| ○ | RECORDED IMPASS CAP |
| ● | SEE IMPASS CAP |
| ○ | RESERVED CORNER (4-NOTED) |
| ○ | SEE PLATTED CAP |
| ○ | PROPERTY BOUNDARY |
| --- | LOT LINE |
| --- | EASEMENT LINE |
| --- | AS-INDICATED BY DISTANCE |
| --- | RECORDED EASEMENT & DISTANCE |

- NOTES
1. EASERS OF DISBURSE EASERS (187.42)
 2. BENCHMARKS AND COORDINATES ARE BASED ON WYOMING STATE PLANE COORDINATE SYSTEM, EAST CENTRAL ZONE, AND NAD83.
 3. ELEVATIONS ARE MEASURED FROM THE BENCHMARK, BENCHMARK.
 4. DISTANCES TO SURVEY POINT - GRID



Environmental and Civil Solutions, LLC
111 Ward 2nd Street, Suite 100
Casper, WY 82524
Phone: 307.337.2663
www.ecsengineers.com

PROJECT NO. 230203
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:

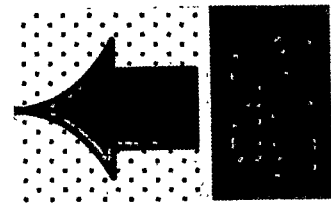
Easements for all utilities and future bikeway/pedestrian pathways and access, in recordable forms acceptable to the City, must be provided prior to application for a permit to construct being made to the City. Mid-block pedestrian ways are required under Casper Municipal Code Section 16.16.020(B) for 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

Geoffrey Michael 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 Geoffrey Michael 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 21st day of November, 2023.

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:

Walker Tremel

ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

November 17, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, Chief Operating Officer 
Zulima Lopez, Parks, Recreation & Public Facility Director
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Change Order No. 3 for City Hall Project SAFE Building Remodel, Project No. 20-004, with Caspar Building Systems, LLC, in an amount of \$106,249.00.

Meeting Type & Date
Regular Council Meeting
December 5, 2023

Action Type
Resolution

Recommendation
That Council, by resolution, authorize Change Order No. 3 for a price increase of \$106,249.00 for the City Hall Project S.A.F.E. Building Remodel Project.

Summary
State Line No. 7 Architects (SL#7) performed design of the City Hall Project S.A.F.E. Building Remodel Project, provided bid support to City engineering staff, and represents the City during construction oversight. City Council awarded construction work on May 2, 2023, to Caspar Building Systems, and asbestos abatement on May 16, 2023, to Wind River Environmental (WRE). Construction began on June 5, 2023, and asbestos abatement began on June 26, 2023.

Significant asbestos abatement issues in summer of 2023 resulted in two change orders with WRE and two amendments with Triydro, the City's subconsultant for asbestos abatement under SL#7. The change orders with WRE totaled \$118,144.66, and the amendments with Trihydro totaled \$87,582.60. Considering that \$57,081.00 in available funding for asbestos abatement had been available prior to these changes, the overall negative effect on the remodeling project was \$148,646.26 due to asbestos abatement.

Two previous change orders with Caspar Building Systems for miscellaneous issues early in the project resulted in a total contract increase of \$16,631.00.

Change Order No. 3 comes as a proposal from Caspar Building Systems as a result of the following issues encountered with the project:

- 1) A short section of structural beam (lintel) was discovered as incomplete and unsafe after removal of a section of ceiling. The support section needed to properly support this structural section was proposed for a price increase of \$1,475.00.
- 2) The 2nd floor bathroom was not originally designed for any remodel work in order to reduce costs. However, a building code review completed by City of Casper staff from Community Development found that complete remodel of the bathroom is required and must include standard ADA (Americans

with Disabilities Act) upgrades. The complete bathroom remodel was proposed for a price increase of \$67,877.00.

- 3) Sanitary sewer drain lines in City Hall have been dysfunctional and troublesome for many years. These lines were designed and planned to be “pipe-burst” with special equipment that allows for trenchless replacement below the 1st floor concrete slab. However, when the pipe-bursting process began, external concrete obstructions believed to be concrete walls, prevented the pipe-bursting equipment from making progress on two sections of sewer lines. In each case the equipment got stuck and excavation methods had to be employed. The correction and replacement of the sewer drain lines was proposed for a price increase of \$36,897.00.

The City’s consultant, State Line No. 7 Architects, has reviewed the proposed Change Order No. 3 and recommends approval.

Financial Considerations

The project is currently funded from Capital Reserves in the amount of \$2,567,306.00, One Cent #17 in the amount of \$1,002,000.00, and excess Once Cent #16 in the amount of \$1,890,694.00. A contingency amount of \$258,000.00 has been reduced by \$165,277.26 to \$92,722.74 due to asbestos abatement and miscellaneous issues as mentioned above. Change Order No. 3 will exhaust all the remaining contingency amount. However, additional funds will be used from Sewer Inspection Services available for Buildings and Facilities in the amount of \$15,000.00, and Elevator Renovation available for City Hall in the amount of \$175,000.00. The remaining contingency will be \$176,473.74. However, pending change order items will reduce the remaining contingency amount to a projected \$55,027.74.

Oversight/Project Responsibility

Scott Baxter, Associate Engineer

Zulima Lopez, Parks, Recreation & Public Facilities Director

Attachments

Exhibit A – Detailed Project Budget Summary

Change Order No. 3 Form

Change Order No. 3 Proposals (Caspar Building Systems)

Consultant Recommendation (State Line No. 7 Architects)

EXHIBIT "A" - DETAILED PROJECT BUDGET SUMMARY

| Description | Note | Amount |
|--|--|------------------------|
| Total Encumbrance - Project Safe | | |
| Contract Amount with Caspar Building Systems | | \$ 5,202,000.00 |
| Contingency | 5-percent | \$ 258,000.00 |
| Total Encumbrance - Asbestos Abatement | | |
| Contract Amount - Wind River Environmental | | \$ 42,919.00 |
| Contingency | 5-percent | \$ 2,081.00 |
| Additional Budget Available for Asbestos | Bid Lower than Budget | \$ 55,000.00 |
| TOTAL FUNDS NOT UNDER CONTRACT (CONTINGENCY) | | \$ 315,081.00 |
| Change Orders to Date (Approved and Pending) | | |
| Caspar Building Systems - No. 1 | | \$ (7,018.00) |
| Caspar Building Systems - No. 2 | | \$ (9,613.00) |
| Caspar Building Systems - No. 3 | (Pending) | \$ (106,249.00) |
| Wind River Environmental - No. 1 | | \$ (107,172.00) |
| Wind River Environmental - No. 2 | | \$ (10,972.66) |
| State Line No. 7 - Amendment No. 1 | Asbestos - Trihydro | \$ (73,485.00) |
| State Line No. 7 - Amendment No. 2 | Asbestos - Trihydro (Pending) | \$ (14,097.60) |
| SUBTOTAL | | \$ (328,607.26) |
| Caspar Building Systems Pending Issues | | |
| Electrical Modification for Russin Sculpture | Unforeseen Electrical Routing | \$ (8,589.00) |
| Electrical Cover thru Pool Slab for Russin Sculpture | Unforeseen Electrical Routing | \$ (2,644.00) |
| Extended Overhead for Contract Delay | Asbestos Abatement delayed 6 to 8 Weeks (being negotiated) | \$ (39,924.00) |
| 2nd Floor Railing Modifications | Building Code Requirement | \$ (35,247.00) |
| Drinking Fountain Wall Reconstruction | Unforeseen Wall Configuration | \$ (1,602.00) |
| Flooring Modification due to Asbestos Abatement | Special Material Required | \$ (23,440.00) |
| Miscellaneous Contract Administration Costs | Materials Testing, Advertising, Plan Scanning, etc. | \$ (10,000.00) |
| SUBTOTAL | | \$ (121,446.00) |
| TOTAL CHANGE ORDERS TO DATE | | \$ (450,053.26) |
| TOTAL FUNDS NOT UNDER CONTRACT (CONTINGENCY) | | \$ 315,081.00 |
| TOTAL BUDGET SHORTFALL | | \$ (134,972.26) |
| RECOMMENDED CONTINGENCY TO COMPLETE PROJECT | | \$ 55,027.74 |
| PROPOSED FUNDING ADDITION TO PROJECT | | \$ 190,000.00 |

CITY OF CASPER
CHANGE ORDER

NO. Three (3)

DATE OF ISSUANCE: October 27, 2023

PROJECT: City Hall Project S.A.F.E. Building Remodel, Project No. 20-004
 OWNER: City of Casper, Wyoming
 CONTRACTOR: Caspar Building Systems
 CONSULTANT: State Line No. 7 Architects

You are directed to make the following changes in the Contract Documents:
 Description: Structural modification, sewer drain lines, and 2nd floor bathroom remodel.


Attachments: Contractor's Change Order Proposal and Consultant's Recommendation

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|---|--|
| Original Contract Price: \$ <u>5,202,000.00</u> | Original Contract Time: (days or date) Substantial Completion: <u>05/30/24</u> Final Completion: <u>07/15/24</u> |
| Previous Change Orders No. <u>2</u> to <u>2</u> : \$ <u>16,631.00</u> | Net change from previous Change Orders (days): <u>0</u> |
| Contract Price prior to this Change Order: \$ <u>5,218,631.00</u> | Contract Time Prior to this Change Order: Substantial Completion: <u>05/30/24</u> Final completion: <u>07/15/24</u> |
| Net Increase of this Change Order: \$ <u>106,249.00</u> | Net Increase/Decrease of this Change Order: <u>0</u> Calendar Days |
| Contract Price with all approved Change Orders: \$ <u>5,324,880.00</u> | Contract Time with all approved Change Orders: Substantial completion: <u>05/30/24</u> Final completion: <u>07/15/24</u> |

ACCEPTED:

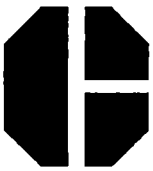
RECOMMENDED:

APPROVED:

BY: 
Contractor

BY: 
Consultant

BY: _____
Owner



CHANGE ORDER REQUEST #009

Project: Casper City Hall Project S.A.F.E.
200 N. David Street
Casper, WY 82601

Date: 11-Sep-23

Item: Provide support of damaged lintel per RFI 026 and onsite meeting with Bob Lower after issuance of RFI 026.

Subs:

| Company | Description of Work | Bid |
|-----------------------------|---------------------|-------------|
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Subcontractor Total: | | \$ - |

Materials:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|-----------------------------------|-------|-----------|------------------|
| 1 | Structural wood for tee support | \$/ea | \$ 122.00 | \$ 122.00 |
| 1 | Masonry bit & cutter | \$/ea | \$ 73.00 | \$ 73.00 |
| 1 | CMU & masonry infill materials | \$/ea | \$ 106.00 | \$ 106.00 |
| 1 | Add'l jack for support of opening | \$/ea | \$ 129.00 | \$ 129.00 |
| | | | | \$ - |
| Subtotal: | | | | \$ 430.00 |
| Sales Tax 5% | | | | \$ 22.00 |
| Materials Total | | | | \$ 452.00 |

Labor:

| Quantity | Description | Unit | Unit \$ | Total |
|--------------------|---|-------|----------|------------------|
| 16 | Shore and repair lintel (2 people, 1 day) | \$/hr | \$ 50.00 | \$ 800.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Labor Total | | | | \$ 800.00 |

Equip:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|-------------|------|---------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Equipment Total | | | | \$ - |

| | | | |
|-----------------------------------|--------|-----------|-----------------|
| Subtotal of costs | | \$ | 1,252.00 |
| General Conditions | 10.00% | \$ | 125.00 |
| Insurance | 1.00% | \$ | 14.00 |
| Bonds | 1.00% | \$ | 14.00 |
| Contractor Fee | 5.00% | \$ | 70.00 |
| Total cost of change order | | \$ | 1,475.00 |
| Total time extension required | | | None |

CHANGE ORDER REQUEST #011 REVISED

Project: Casper City Hall Project S.A.F.E.
200 N. David Street
Casper, WY 82601

Date: 9/25/2023 REV

Item: Costs associated with renovation of Second Floor Restroom per PR #2. Please note that the electrical items associated with this PR are a no cost change. PCOW's quote was a verbal over the phone and includes one full week of work.

Subs:

| Company | Description of Work | Bid |
|-----------------------------|--------------------------------------|---------------------|
| Sheet Metal Specialties | Plumbing & fixtures & insulation | \$ 17,291.00 |
| MT Doorways | Toilet partitions/screens, grab bars | \$ 4,142.25 |
| JBD | New countertops, backsplash, aprons | \$ 1,408.00 |
| Pro Flooring | Demo, flooring, wall tile, base | \$ 7,445.32 |
| Color Craft | Prime & paint walls | \$ 1,375.00 |
| PCOW | Terrazzo patch | \$ 3,500.00 |
| CBSI | Demo, walls, Div 10 install, etc. | \$ 22,448.00 |
| Subcontractor Total: | | \$ 57,609.57 |

Materials:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|-------------|------|---------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Subtotal: | | | | \$ - |
| Sales Tax | | | 5% | \$ - |
| Materials Total | | | | \$ - |

Labor:

| Quantity | Description | Unit | Unit \$ | Total |
|--------------------|-------------|------|---------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Labor Total | | | | \$ - |

Equip:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|-------------|------|---------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Equipment Total | | | | \$ - |

| | | |
|-----------------------------------|--------|---------------------|
| Subtotal of costs | | \$ 57,610.00 |
| General Conditions | 10.00% | \$ 5,761.00 |
| Insurance | 1.00% | \$ 634.00 |
| Bonds | 1.00% | \$ 640.00 |
| Contractor Fee | 5.00% | \$ 3,232.00 |
| Total cost of change order | | \$ 67,877.00 |
| Total time extension required | | 10 DAYS |

CHANGE ORDER REQUEST #014

Project: Casper City Hall Project S.A.F.E.
200 N. David Street
Casper, WY 82601

Date: 9-Oct-23

Item: Costs associated with saw cutting floor in Lobby and retrieving bursting head. Then to bore under lobby floor to the west to connect previous pipe bursting. Full explanation attached.
Costs associated with saw cutting floor north of Custodian 125 and south of City Clerk 113 and to core drill foundation walls for new sanitary sewer location per discussions with EDA & plumber.

Subs:

| Company | Description of Work | Bid |
|------------------------------------|---------------------------------|---------------------|
| Sheet Metal Specialties (Davidson) | Lobby pipe & bursting costs | \$ 19,297.00 |
| Sheet Metal Specialties (Davidson) | North sewer pipe & boring costs | \$ 9,947.00 |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| | | \$ - |
| Subcontractor Total: | | \$ 29,244.00 |

Materials:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|--|--------|-----------|------------------|
| 1 | Concrete saw rental | \$/day | \$ 250.00 | \$ 250.00 |
| 16 | Concrete infill of trench - Lobby | \$/sf | \$ 5.00 | \$ 80.00 |
| 100 | Concrete infill of trench - North sewer line | \$/sf | \$ 5.00 | \$ 500.00 |
| | | | | \$ - |
| | | | | \$ - |
| Subtotal: | | | | \$ 830.00 |
| Sales Tax 5% | | | | \$ 42.00 |
| Materials Total | | | | \$ 872.00 |

Labor:

| Quantity | Description | Unit | Unit \$ | Total |
|--------------------|---|-------|----------|--------------------|
| 8 | Saw cutting & concrete removal (2 people, 1/2 day); Lobby | \$/hr | \$ 50.00 | \$ 400.00 |
| 16 | Saw cutting & concrete removal (2 people, 1 day); New route | \$/hr | \$ 50.00 | \$ 800.00 |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Labor Total | | | | \$ 1,200.00 |

Equip:

| Quantity | Description | Unit | Unit \$ | Total |
|------------------------|-------------|------|---------|-------------|
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Equipment Total | | | | \$ - |

| | | |
|-------------------------------|--------|---------------------|
| Subtotal of costs | | \$ 31,316.00 |
| General Conditions | 10.00% | \$ 3,132.00 |
| Insurance | 1.00% | \$ 344.00 |
| Bonds | 1.00% | \$ 348.00 |
| Contractor Fee | 5.00% | \$ 1,757.00 |
| Total cost of change order | | \$ 36,897.00 |
| Total time extension required | | None |

PRICING ORDER WORK SHEET

Pricing Order # 6 REV

PROJECT NAME: Casper City Hall PROJECT# 23-336-88
 SUBCONTRACTOR: Sheet Metal Specialties, Inc. DATE: 10/2/2023
 CHANGE DESCR.:

Price for T&M cost for digign up stuck mole and running line from that point. Work approved by meeting held at city hall two weeks ago.

LABOR

| CRAFT | DESCRIPTION OF WORK | ESTIMATED TOTAL HOURS | RATES PER HOUR | TOTAL LABOR COST |
|----------------|---------------------|-----------------------|----------------|------------------|
| | | | DOLLARS | |
| FIELD LABOR | Installation | | \$98.00 | \$0.00 |
| Shop Labor | Shop | | \$85.00 | \$0.00 |
| Administration | Admin | 1 | \$95.00 | \$95.00 |
| SUBTOTAL: | | | | \$95.00 |

MATERIALS

| MATERIAL DESCRIPTION | U/M | ESTIMATED UNITS NEEDED | UNIT PRICES | ESTIMATED TOTAL COST |
|----------------------|-----|------------------------|-------------|----------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | TAX 5% | \$0.00 |
| SUBTOTAL: | | | | \$0.00 |

EQUIPMENT

| EQUIPMENT DESCRIPTION | U/M HR/DAY/WK/MO | UNITS NEEDED | UNIT PRICE | ESTIMATED TOTAL |
|-----------------------|---------------------|--------------|------------|-----------------|
| | | | | \$0.00 |
| | | | | |
| | | | | |
| | | | TAX 5% | \$0.00 |
| SUBTOTAL: | | | | \$0.00 |

SUBCONTRACTORS

| Subcontractor | Quote/plug | | TOTAL |
|-------------------------------|------------|--|-------------|
| Davidson Mechanical | Quote | | \$18,273.71 |
| LONG Building Technologies | Quote | | N/A |
| Central Mechanical Insulation | Quote | | N/A |
| Elite Balancing | Quote | | N/A |
| | | | |
| | | | 5% Markup |
| SUBTOTAL: | | | \$913.69 |
| | | | \$19,187.40 |

| | | |
|------------|---------------------|-------------|
| SUBTOTALS: | TOTAL LABOR: | \$95.00 |
| | TOTAL MATERIAL: | \$0.00 |
| | TOTAL EQUIPMENT: | \$0.00 |
| SUBTOTAL: | TOTAL ACTUAL COST: | \$95.00 |
| MARKUP: @ | 15% | \$14.25 |
| | SUBCONTRACTORS | \$19,187.40 |
| | TOTAL CHANGE ORDER: | \$19,297 |

Davidson Mechanical
728 E. C Street Casper, WY. 82601
City Hall Pipe burst

To Whom It May Concern:

On September 13th 2023, we began our pull from main chambers to outside cleanout at approx. 20' our head became wedged in solid aggregate sand & compacted fill (almost like slurry). We spent the 14th, 15th, and 20th trying to free first head until we broke the 20,000-pound cable attached to the bursting head.

On the 20th we sent a new head and pipe through a knock out above previous pipe. First sending a 3" pneumatic mole above first stuck head and successfully into office area, we continued with a new cable & new head. Pull was successful on until 25' when new head being pulled downward toward first attempted pull hit the same compacted aggregate & fill in which also made second head stuck. We repositioned the pneumatic head inside the pipe of first and second attempt ramming the bursting heads while pulling at full pressure of machine.

On the 21st of Sept a representative with TT Technologies came to Casper to access the issue and concluded everything that could have been done was being done. That is when it was decided to cut the floor and retrieve bursting heads, with hours of hand digging we were able to dislodge second head and continue to pull above first attempt and above compacted fill to outside cleanout, leaving 20' of pipe from first pull underground, but completing second pull of approx. 85' outside.

On the 22nd of September we reset machine and pulled 25' to vault wall footer where head got stuck again as 3" sewer had to be sleeved through foundation on both sides of entry way. Hours of retrieval efforts and specialty tools, pneumatic mole and hand digging was to no avail. The only option left was to cut inside vault and mechanical room and hammer drill through footer to allow head to continue. A different plan was devised, we spent the entirety of the 25th of Sept. trying to retrieve head and had to leave it underground as retrieval techniques were not working.

Due to the density of soil (I believe a slurry mix) concrete poured against sewer and 3" lines sleeved through foundation were contributing factors to burst only being semi successful. It was bid as 2-day job that became 7 days with much overtime, specialty tools along with effort, 2 lost cables, which needed to be destroyed and a new bursting head left underground.

This is the first burst which I have had these issues and first failed attempts due to unforeseen circumstances.

Stateline No 7

ARCHITECTS

October 26, 2023

Mr. Scott Baxter, P.E.
Engineering Division
City of Casper
200 North David Street
Casper, Wyoming 82601

Re: COR #9, #11R, and #14 Change Order Recommendation for project #20-010 Casper City Hall Project S.A.F.E. Building Remodel Package Project # 20-004

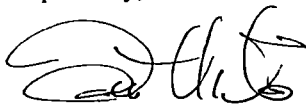
Dear Scott:

The Casper City Hall Project S.A.F.E. Building Remodel Package commenced construction in late May, 2023 and several change order requests from the contractor have been presented by the contractor, Caspar Building Systems, as explained below (and detailed costs are attached):

- COR #009: Add of \$1,475.00 for providing support for missing lintel support at duct penetration thru a load-bearing wall supporting the second floor framing above per the structural engineer's recommendation. The support has been missing since the building was originally constructed and was discovered after demolition of the ceiling exposed the area to full view.
- COR #011R: Add of \$67,877.00 for upgrading the second floor restrooms for ADA accessibility. This was mandated by the City Building Department's plan review process and was known at the time of bidding, but design work and subsequent pricing was recently completed.
- COR #014: Add of \$36,897.00 for cutting/patching of atrium floor to retrieve pipe bursting head stuck below, boring of new sanitary sewer line under the atrium, reroute of plumbing under west wing to avoid existing Vault disruption including bore under hallway. The drawings called for pipe bursting of the existing sanitary sewer line under the atrium, which was found in the field to be problematic due to unknown underground obstructions and/or concrete foundations which did not allow the pipe bursting equipment to burst pipes as planned.

The above costs have been reviewed by myself and other members of the design team, and the costs appear to be reasonable. And although project contingency is limited, it is recommended to proceed with the above Change Order Requests valuing a total amount of \$106,249.00.

Respectfully,



Lyle Murtha, AIA
President
Stateline No. 7 Architects



RESOLUTION NO. 23-265

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE AGREEMENT WITH CASPAR BUILDING SYSTEMS, INC., FOR THE CITY HALL PROJECT S.A.F.E. BUILDING REMODEL, PROJECT NO. 20-004.

WHEREAS, the City of Casper entered into an agreement with Caspar Building Systems, Inc., on May 16, 2023, to perform a complete building remodel of City Hall, 200 N. David Street, Casper, Wyoming 82601 for the City Hall Project S.A.F.E. Building Remodel, Project No. 20-004; and,

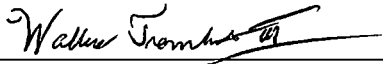
WHEREAS, the City of Casper desires to accept Change Order No. 3 in the amount of One Hundred Six Thousand Two Hundred Forty-Nine and 00/100 Dollars (\$106,249.00) for structural modification, bathroom remodel upgrades, sewer drain replacement; and,

WHEREAS, Caspar Building Systems, Inc., is able and willing to provide those services, specified as Change Order No. 3 to the agreement for the City Hall Project S.A.F.E. Building Remodel, Project No. 20-004, 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. 3 to the agreement with Caspar Building Systems, Inc., for a price increase in the amount of One Hundred Six Thousand Two Hundred Forty-Nine and 00/100 Dollars (\$106,249.00) for the City Hall Project S.A.F.E. Building Remodel, Project No. 20-004, for those services.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:
(City Hall Project S.A.F.E. Building Remodel, Project No. 20-004)




ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

November 14, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Tom Brauer, P.E., Chief Operating Officer 
 Zulima Lopez, Director of Parks, Recreation, & Public Facilities
 Alex Sveda, P.E., City Engineer
 Terry Cottenoir, Engineering Technician

SUBJECT: Authorizing an Agreement with Casper Electric, Inc., in the Amount of \$291,000.00, for the Ballfield Lighting Replacements - Phase III, Project No. 22-045.

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Resolution

Recommendation

That Council, by resolution, authorize an agreement with Casper Electric, Inc., in the amount of \$291,000.00, for the Ballfield Lighting Replacements - Phase III, Project No. 22-045. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$10,000.00, for a total project amount of \$301,000.00.

Summary

On Tuesday, November 14, 2023, two (2) bids were received for the Ballfield Lighting Replacements - Phase III, Project No. 22-045. The base bids received for this work are as follows:

| <u>CONTRACTOR</u> | <u>BUSINESS LOCATION</u> | <u>BID AMOUNT</u> |
|-----------------------|--------------------------|-------------------|
| Casper Electric, Inc. | Casper, WY | \$291,000.00 |
| H&H Electric | Glenrock, WY | \$367,156.00 |

The project consists of the removal and replacement of the existing sports lighting and poles at the Washington Park Ballfield. The light and poles are nearing the end of their operational lives and have required extensive repairs. The base bid estimate prepared by the City's Consultant, Engineering Design Associates (EDA), was \$360,000.00.

EDA has reviewed the bids for this project and recommends awarding the project to Casper Electric, Inc. Work is scheduled to be completed by March 15, 2024.

Due to federal funding requirements, no bid preference was granted. A notice was published in the local newspaper once a week for three consecutive weeks as required by State Statute and federal funding requirements, and the project was advertised on the City of Casper's website (www.casperwy.gov).

Financial Considerations

Funding will be from the Optional One Cent #16 Sales Tax and the Land Water Conservation Fund allocated to the Washington Park Ballfield Lighting.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician, Public Services Department.

Attachments

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "**Owner**," and Casper Electric, Inc., 3150 East Yellowstone Highway, Casper Wyoming 82609, hereinafter referred to as the "**Contractor**."

WHEREAS, the City of Casper wants to desires to remove and replace the existing sports lighting and poles at the Washington Park Ballfield; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Ballfield Lighting Replacements – Phase III, Project No. 22-045.

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 Engineering Design Associates, 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 March 15, 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 March 29, 2024. Substantial Completion will be granted once all Work required to make the project operational for intended use is completed. The Contractor shall work continuously on-site, during the construction activities hours specified in these Contract Documents, until the Work is substantially complete.

3.2 Liquidated Damages. The Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not substantially completed by the time specified in Section 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay

the Owner One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Section 3.1 for Substantial Completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by the Owner, the Contractor shall pay the Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Section 3.1 for completion and readiness for Final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

The Owner shall pay the Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the Contract Price of Two Hundred Ninety-One Thousand Dollars (\$291,000.00), subject to additions and deductions by Change Order approved by the Owner. The Contract Price shall be based on materials actually furnished and installed and services actually provided, when the pricing is based on the unit prices contained in the Bid Form, included as Exhibit "A" (pages BF – 1 of 4 through BF – 4 of 4, Bid Form) and Itemized Bid Schedule, included as Exhibit "B" (page BS – 1 of 1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

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

5.1.1 Progress payment(s) will be made in an amount equal to ninety-five percent (95%) of the Work completed. The Owner shall withhold five percent (5%) of the Work completed as retainage, said retainage to be paid in accordance with the provisions of Section 5.3, Final Payment.

5.1.2 Should amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other item or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Agreement.

5.2 The Owner may withhold progress payments if the Contractor fails to submit an updated progress schedule with the application for payment as detailed in Section 6.04 Progress Schedules of the General Conditions.

- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 14.07 of the General Conditions, the Engineer shall recommend payment and present the Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes Section 16-6-116, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1 The Contractor has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 The Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the work which were relied upon by the Engineer in the preparation of the Drawings and Specifications and which have been identified in the Standard Supplementary Conditions.
- 7.3 The Contractor has made or caused to be made examinations, investigations, and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
- 7.4 The Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 The Contractor has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable to the Contractor.

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 of 7 to SFA- 7 of 7, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF – 1 of 4 to BF – 4 of 4, inclusive).
- 8.4 Exhibit "B" - Bid Schedule (Page BS – 1 of 1, inclusive).
- 8.5 LWCF Miscellaneous Certifications and Clauses, Pages 1 of 12 to 12 of 12, inclusive).
- 8.6 Addenda No. (1, 2).
- 8.7 Performance and Labor and Payment Bonds.
- 8.8 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.9 Standard General Conditions of the Construction Contract (Pages 00700-1 to 00700-42, inclusive).
- 8.10 Standard Supplementary Conditions (Pages SSC-1 to SSC-15, inclusive).
- 8.11 Technical Specifications, consisting of fifteen (15) sections.
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Contract Drawings, with each sheet bearing the following general title:

Ballfield Lighting Replacements – Phase III, Project No. 22-045
- 8.16 Shop Drawings and other Submittals furnished by the Contractor during performance of the Work and accepted by the Owner.
- 8.17 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.
- 8.18 Notice of Substantial Completion.

SFA -4 of 7

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:

Amanda Ainsworth
City Clerk

OWNER:
CITY OF CASPER, WYOMING
A municipal corporation

Ray Pacheco
Mayor

Signature page for the Contractor

WITNESS:

CONTRACTOR:
Casper Electric, Inc.

By: _____

By: _____

Title: _____

Title: _____

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

PROJECT IDENTIFICATION: City of Casper
Ballfield Lighting Replacement – Phase III
Project No. 22-045

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 **March 15, 2024**, and completed and ready for final payment not later than **March 29, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

| | |
|---------------------------|-------------------------|
| Addendum No. <u> 1 </u> | Dated <u>10/19/2023</u> |
| Addendum No. <u> 2 </u> | Dated <u>11/03/2023</u> |
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.

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

TOTAL BASE BID, IN NUMERALS: \$ 291,000.00

TOTAL BASE BID, IN WORDS: Two Hundred Ninty-one Thousand and no/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. LWCF Miscellaneous Certifications and Clauses.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: 3150 E. Yellowstone Hwy
Casper, WY 82609

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

Submitted on November 14, 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: _____

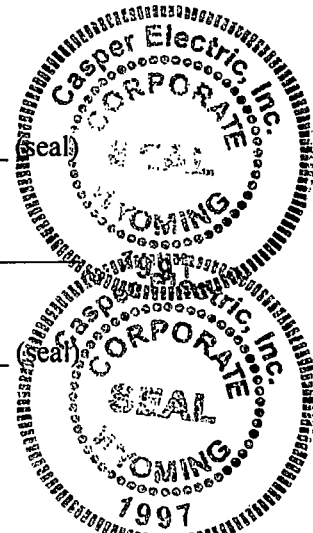
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: Casper Electric, Inc.
(Corporation's or Limited Liability Company's Name)

Wyoming
(State of Incorporation or Organization)

By: *[Signature]*
President
(Title)



Attest: *D. Walker*

Business Address: 3150 E. Yellowstone Hwy
Casper, WY 82609

Phone Number: 307-237-3003

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.)

Ballfield Lighting Replacement - Phase III, Project No. 22-045 (#8700888)
 Owner: Casper WY, City of
 Solicitor: Casper WY, City of
 11/14/2023 03:30 PM MST

Exhibit "B" - Bid Schedule

| Base Bid | | | | Casper Electric, Inc. | |
|------------------------|--------------------------------------|-------|----------|------------------------------|---------------------|
| Line Item | Item Description | Units | Quantity | Unit Price | Total Price |
| 1 | R&R Existing Sports Lighting | LS | 1 | \$288,000.00 | \$288,000.00 |
| 2 | F&I Light Pole Padding for "A" Poles | Ea | 2 | \$1,500.00 | \$3,000.00 |
| Base Bid Total: | | | | | \$291,000.00 |

Bid in Words: Two Hundred Ninety-One Thousand and no/100 Dollars

LWCF: Miscellaneous Certifications and Clauses
to be Completed and Signed by all Bidders

The undersigned Bidder hereby proposes to furnish all materials (except materials furnished by the Project Sponsor) including machinery, tools, equipment, and supplies, and perform all labor necessary to complete the work described in accordance with the plans, current standard specifications, special provisions, and for the prices set forth in the **attached schedule**. The schedule is to include major work components with costs and expected completion dates and other requested information.

REGISTRATION WITH THE WYOMING SECRETARY OF STATE

- I. Bidder is a corporation or limited liability company? **YES (x)** **NO ()**
- II. Is the above Bidder currently registered with the Wyoming Secretary of State to do business in the State of Wyoming? **YES (x)** **NO ()** (Please attach a copy of your registration.)

CERTIFICATION OF SUSPENSION OR DEBARMENT

Bidder or any person(s) associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

- I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?
YES () **NO (x)**
- II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years? **YES ()** **NO (x)**
- III. Has any interested party have a debarment pending? **YES ()** **NO (x)**
- IV. Has any interested party 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? **YES ()** **NO (x)**
- V. If registered with SAM.gov, UEI:

If the answer is YES to any of I-IV above, insert Suspension or Debarment actions below:

APPLICABLE: **YES ()** **NO (x)**

SUSPENSION OR DEBARMENT LISTING

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Bidder responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

| APPLIES TO WHOM | INITIATING AGENCY | DATES OF ACTION |
|-----------------|-------------------|-----------------|
| | | |
| | | |

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Affirmative steps are required to utilize Minority Business Enterprises and Woman Business Enterprises (“Disadvantaged Business Enterprises” or “DBE”) as possible sources of supplies, equipment, construction, and services. DBE’s are minority or women owned or controlled businesses.

(I.) Bidder certifies that:

- (A.) It has taken and will take affirmative action to seek out and consider Disadvantaged Business Enterprises as potential subcontractors.
- (B.) It has taken and will take affirmative action to seek out and consider DBEs as potential suppliers.

(II.) Further, the Bidder shall:

- (A.) List all DBE’s contacted (and those that responded) on the following form and complete the requested information for each.
- (B.) If applicable, mark that subcontracting is not anticipated.
- (C.) If subcontracting occurs, provide the list to the Project Sponsor within thirty (30) days of project completion.
- (D.) Make available upon request the bids submitted from each DBE and from non-DBE bidders.

**DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

The Bidder has contacted the following Disadvantaged Business Enterprises (DBE) to solicit quotations for work to be subcontracted or for materials to be used on this project. If one DBE firm is contacted as a supplier of materials and for other subcontract work (i.e. furnish benches as a supplier and providing labor as a subcontractor) the firm must be shown twice, once as a supplier and once for the subcontract work.

Information from all DBE firms that submitted quotes, whether solicited or not solicited, must be retained in the project file.

Do Not Intend to (or did not) Subcontract Work

(Note: Add additional lines if needed.)

| Disadvantaged Business Entity | Specific Subcontract Work or Materials Requested | Contact Method(s) | Contact Date(s) | Contact Result |
|-------------------------------|--|-------------------|-----------------|---|
| | | | | <input type="checkbox"/> No Response or Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted <input type="checkbox"/> Bid Amount \$ <input type="checkbox"/> Selected for Work or Materials |
| | | | | <input type="checkbox"/> No Response or Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted <input type="checkbox"/> Bid Amount \$ <input type="checkbox"/> Selected for Work or Materials |
| | | | | <input type="checkbox"/> No Response or Not Interested <input type="checkbox"/> Not quoting on this project <input type="checkbox"/> Quote submitted <input type="checkbox"/> Bid Amount \$ <input type="checkbox"/> Selected for Work or Materials |

BUY AMERICA REQUIREMENTS

Federal law §200.322 Domestic preferences for procurements, PL 117-48 Infrastructure and Jobs Act, and Executive Order 14005 Ensuring the Future is Made in All America by All of America's Workers apply to this project. All contracts and subcontracts must reference these laws and policies.

For further information on the Buy America preference, please visit www.doi.grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Please list all items that will be manufactured or purchased for this project.

These are only the items that pertain to the Scheduled work that will be delivered.

Items may be grouped. There is no need to itemize the parts.

If manufactured in US but a major component is non-American material, please note and describe, i.e. not available in US.

For example, if a playground is manufactured in US but the materials are from out of US, please note.

Please add rows to the form as needed. **An alternate form may be used and/or the information may be added to the Pricing Schedule.**

Alternate form attached

Do not include concrete, cement, cementitious materials, aggregates (i.e. stone, sand, gravel), and aggregate binding agents or additives.

Do not include items needed to do the job such as tools, equipment, supplies (i.e. trucks, scaffolding, office equipment).

| Item to be manufactured or purchased | Manufacturing Location | List any major components that are non-American | Note why if not American (manufactured & components) |
|--------------------------------------|---|---|---|
| Light Poles and Fixtures | <input checked="" type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| Wire | <input checked="" type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| Ground Boxes | <input checked="" type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| | <input type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| | <input type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| | <input type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |
| | <input type="checkbox"/> In US <input type="checkbox"/> Not in US | | <input type="checkbox"/> Not available <input type="checkbox"/> Other: |

BIDDER INFORMATION

**CERTIFICATION FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

(I.) The undersigned certifies, to the best of his or her knowledge and belief, the following:

(A.) No federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(B.) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the Project Sponsor Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(C.) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
APPENDIX A TO SUBPART A OF PART 230 – SPECIAL PROVISIONS**

(I.) General.

(A.) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Executive Order 11246 and Executive Order 11375, are set forth in Required Contract Provisions form FHWA-1273, and these certifications and clauses are imposed pursuant to section 140 of title 23 U.S.C., as established by section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these certifications and

clauses constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

(B.) The Bidder will work with the Project Sponsor and SPCR in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

(C.) The Bidder and all his/her subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity:

(i.) The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, chapter 4, section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.

(ii.) The Bidder will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

(II.) Equal Employment Opportunity Policy.

(A.) The Bidder will accept as his/her operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of the Bidder to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include 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, pre-apprenticeship, and/or on-the-job training.

(III.) Equal Employment Opportunity Officer.

(A.) The Bidder will designate and make known to the Project Sponsor the Bidder's contracting officers and equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

(IV.) Dissemination of Policy.

(A.) All members of the Bidder's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Bidder's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

(i.) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work, and then not less often than once every six months, at which time the Bidder's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(ii.) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the Bidder's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.

(iii.) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Bidder's procedures for locating and hiring minority group employees.

(B.) The Bidder and all Subcontractors shall take the following actions:

(i.) Notices and posters setting forth the Bidder's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

(ii.) The Bidder's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(V.) Recruitment.

(A.) The Bidder and all Subcontractors will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

(B.) The Bidder will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited

to, state employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

(C.) In the event the Bidder has a valid bargaining agreement providing for exclusive hiring practices, Bidder will remain in compliance with equal employment opportunity provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Bidder to do the same, such implementation violates Executive Order 11246, as amended.)

(D.) The Bidder will encourage present employees to refer minority group applicants for employment. Appropriate notices or bulletins will be posted in areas accessible to all employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

(VI.) Personnel Actions.

(A.) Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. These procedures shall be followed:

(i.) The Bidder will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(ii.) The Bidder will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

(iii.) The Bidder will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Bidder will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(iv.) The Bidder will promptly investigate all complaints of alleged discrimination made to the Bidder in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder will inform every complainant of all of his avenues of appeal.

(VII.) Training and Promotion.

(A.) The Bidder will assist in locating, qualifying, increasing the skills of, and increasing the proportion or number of applications for employment among minority group and women employees.

(B.) Consistent with the Bidder's work force requirements and as permissible under federal and state regulations, the Bidder shall make full use of training programs, *i.e.*, apprenticeship and on-the-job training programs. Where feasible, 25 percent (25%) of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

(C.) The Bidder will advise employees and applicants for employment of available training programs and entrance requirements for each.

(D.) The Bidder will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

(VII.) Unions.

(A.) If the Bidder relies in whole or in part upon unions as a source of employees, the Bidder will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions and to effect referrals by such unions of minority and female employees. Actions by the Bidder either directly or through a Bidder's association acting as agent will include the procedures set forth below:

(i.) The Bidder will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(ii.) The Bidder will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

(iii.) The Bidder is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Bidder. The Bidder shall certify to the Project Sponsor the efforts made to obtain such information.

(B.) In the event the union is unable to provide the Bidder with a reasonable flow of minority and women referrals within the time limit set forth in the collective

bargaining agreement, the Bidder will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Bidder has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Bidder shall immediately notify the Project Sponsor.

(IX.) Subcontracting

(A.) The Bidder will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Bidders may be able to obtain lists of minority-owned construction firms from the Wyoming Department of Transportation.

(B.) The Bidder will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

(C.) Bidder agrees to pay subcontractors within thirty (30) days of payment from Project Sponsor for all satisfactory work performed and retainage.

(X.) Records and Reports.

(A.) The Bidder will keep such records as are necessary to determine compliance with the Bidder's equal employment opportunity obligations. The records kept by the Bidder will be designed to indicate the following:

(i.) The number of minority and nonminority group members and women employed in each work classification on the project.

(ii.) The progress and efforts made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Bidders who rely in whole or in part on unions as a source of their work force),

(iii.) The progress and efforts made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(iv.) The progress and efforts made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

Federal Project No.: LWCF 56-00958

Project Sponsor: City of Casper

(B.) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Project Sponsor and SPCR.

(C.) The Bidder will submit an annual report to the Project Sponsor each July for the duration of the project. The annual report will include the numbers of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

(XI.) Other

(A.) This project is subject to CFR 2 §200.322 Domestic preferences for procurements.

Please note any exceptions here:

Federal Fund Notification

This project is funded in part with a federal Land and Water Conservation Fund grant for which the Sponsor is a Subrecipient.

FAIN # P22AP01510

LWCF # 56-00958

CFDA # 15.916

BIDDER CERTIFICATION

Bidder, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses. If selected as a subcontractor, this document will be added to contract for the services.

Bidder certifies that a pricing schedule consisting of **one (1)** pages is attached to this document (Exhibit B - Bid Schedule, Page BS – 1 of 1).

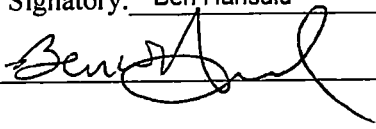
Bidder Name: Casper Electric, Inc.

Bidder Mailing Address: 3150 E. Yellowstone Hwy. Casper, WY 82609

Email: casperelectric@casperelectric.biz

Phone Number: 307-237-3003

Printed Name of Bidder's Authorized Signatory: Ben Hansuld

Signature of Authorized Signatory: 

Date: 11-14-2023

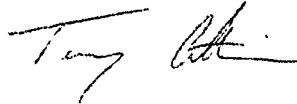
ADDENDUM NO. 1
to the
BIDDING AND CONTRACT DOCUMENTS
for the
BALLFIELD LIGHTING REPLACEMENTS - PHASE III
PROJECT NO. 22-045

by
CITY OF CASPER
123 West 1st Street
Casper, Wyoming 82601

ADDENDUM DATE: October 19, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Casper Electric, Inc.
Firm


By: Signature

President
Title

10/19/2023
Date Received

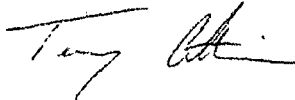
ADDENDUM NO. 2
to the
BIDDING AND CONTRACT DOCUMENTS
for the
BALLFIELD LIGHTING REPLACEMENTS - PHASE III
PROJECT NO. 22-045

by
CITY OF CASPER
123 West 1st Street
Casper, Wyoming 82601

ADDENDUM DATE: November 3, 2023

Receipt of this Addendum must be acknowledged by filling in the spaces provided below and including one (1) copy attached to the bid.

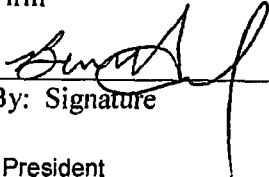
APPROVED: (CITY OF CASPER)



Terry Cottenoir, Engineering Tech II

ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM (BIDDER)

Casper Electric, Inc.
Firm

By: 
Signature

President
Title

11/03/2023
Date Received

RESOLUTION NO. 23-266

A RESOLUTION AUTHORIZING AN AGREEMENT WITH CASPER ELECTRIC, INC., FOR THE BALLFIELD LIGHTING REPLACEMENTS - PHASE III, PROJECT NO. 22-045.

WHEREAS, the City of Casper desires to remove and replace the existing sports lighting and poles at the Washington Park Ballfield; and,

WHEREAS, Casper Electric, Inc., is able and willing to provide those services specified as the Ballfield Lighting Replacements - Phase III, Project No. 22-045; 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 Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an Agreement with Casper Electric, Inc., for those services, in the amount of Two Hundred Ninety-One Thousand Dollars (\$291,000.00).

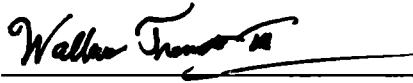
BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the agreement, equal to a total amount not to exceed Two Hundred Ninety-One Thousand Dollars (\$291,000.00), and Ten Thousand Dollars (\$10,000.00) for a construction contingency account, for a total project amount Three Hundred One Thousand Dollars (\$301,000.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to sign change orders effecting time extensions of no more than thirty (30) days, changes in the dollar amount of the above-described agreement not greater than the sum of Ten Thousand Dollars (\$10,000.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

(Signature page to follow.)

APPROVED AS TO FORM:
(Ballfield Lighting Replacements - Phase III, Project No. 22-045)





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 9, 2023

MEMO TO: J. Carter Napier, City Manager 
FROM: Tom Brauer, P.E., Chief Operating Officer 
Zulima Lopez, Parks, Recreation & Public Facility Director
Alex Sveda, P.E., City Engineer
Terry Cottenoir, Engineering Technician
SUBJECT: Change Order No. 1
Casper Family Aquatics Center Natatorium Improvements, Project No. 21-031

Meeting Type & Date
Regular Council Meeting
December 5, 2023

Action type
Resolution

Recommendation
That Council, by resolution, authorize Change Order No. 1 for a price increase of \$118,995.75 for the Casper Family Aquatics Center Natatorium Improvements, Project No. 21-031.

Summary
GSG Architecture (GSG) performed design of the Casper Family Aquatics Center Natatorium Improvements Project, provided bid support to City engineering staff, and represents the City during construction oversight. City Council awarded construction work on July 18, 2023, to GH Phipps Wyoming, LLC (GH). Construction began on August 8, 2023.

Change Order No. 1 is necessary due to the following issues encountered with the project:

- 1) The 24" square reinforced concrete piers that were detailed in the original construction documents to be cast around the buried structural columns were never constructed in 2004. Additional work is needed to repair the columns as the new design relies on these piers. The cost of the additional work is \$83,132.17.
- 2) The recommended color of the metal panels to be installed is series H color desert sand. The series is the best fit for the application. The cost for the upcharge on the color selection is \$2,611.58.
- 3) The small roof over the chemical storage room was observed to have ponding issues and has compromised the integrity of the roof. The cost for replacing the roof over the chemical storage room is \$7,282.00.
- 4) The surfaces of the slides at the facility were observed to not have Gelcoat applied during the last resurfacing project, and have begun peeling. Gelcoat application is an industry standard for slides. The cost for applying Gelcoat in lieu of buffing/wax and painting the bottom of the slides is \$25,970.00.

The City's Consultant, GSG, has reviewed the proposed Change Order No. 1 and recommends approval.

Financial Considerations

The project is currently funded from One Cent #17 Optional Sales Tax fund and the Perpetual Care Fund allocated to the aquatics center roof replacement in the amount of \$2,348,207. City Council also authorized a contingency amount of \$140,000.00. Change Order No. 1 will reduce contingency amount by \$118,995.75, leaving a balance of \$21,004.25.

Oversight/Project Responsibility

Terry Cottenoir, Engineering Technician

Attachments

Resolution

Change Order No. 1 Form

Change Order Request No. E13001, dated October 30, 2023

Change Order Request No. E13002, dated October 30, 2023

Change Order Request No. E13003, dated October 30, 2023

Change Order Request No. E13004, dated November 1, 2023

Change Order Request No. E13005, dated November 1, 2023

Change Order Request No. E13006, dated November 8, 2023

CHANGE ORDER

NO. One (1)

PROJECT: Casper Family Aquatic Center Natatorium Improvements
Project No. 21-031

DATE OF ISSUANCE: November 9, 2023

OWNER: City of Casper, Wyoming

CONTRACTOR: GH Phipps Wyoming, LLC

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

Description: Change Order No. 1 summarizes additional work required for completion of the project. During construction, the following items were observed that need to be addressed:

- The 24" square reinforced concrete pier that were detailed in the original construction documents to be cast around the buried structural columns were never constructed. Additional work is needed to repair the columns as the new design relies on these piers. The cost of the additional work is \$83,132.17.
- The recommended color of the metal panels to be installed is series H color desert sand. The series is the best fit for the application. The cost for the upcharge on the color selection is \$2,611.58.
- The small roof over the chemical storage room was observed to have ponding issues and has compromised the integrity of the roof. The cost for replacing the roof over the chemical storage room is \$7,282.00.
- The surfaces of the slides at the facility were observed to not have Gelcoat applied during the last resurfacing project, and have begun peeling. Gelcoat application is an industry standard for slides. The cost for applying Gelcoat in lieu of buffing/wax and painting the bottom of the slides is \$25,970.00.

The total cost for the additional work required is \$118,995.75. The work will not affect the substantial or final completion dates for the project, but will extend the completion date of phase one to January 29, 2024. The City's Consultant, GSG Architecture, has reviewed additional work and costs associated with Change Order No. 1, and recommends proceeding with the work.

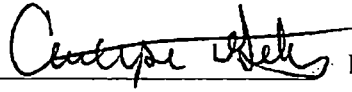
Attachments: Contractor's Change Order Request No. E13001, dated October 30, 2023; Contractor's Change Order Request No. E13002, dated October 30, 2023; Contractor's Change Order Request No. E13003, dated October 30, 2023; Contractor's Change Order Request No. E13004, dated November 1, 2023; Contractor's Change Order Request No. E13005, dated November 1, 2023; and Contractor's Change Order Request No. E13006, dated November 8, 2023.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|---|--|
| Original Contract Price: \$ <u>2,348,207.00</u> | Original Contract Time: (days or date) <u>Substantial completion: September 30, 2024</u> <u>Final completion: October 30, 2024</u> |
| Previous Change Orders No. <u>---</u> to <u>---</u> \$ <u>0.00</u> | Net change from previous Change Orders (days): <u>-- 0 --</u> |
| Contract Price prior to this Change Order: \$ <u>2,348,207.00</u> | Contract Time Prior to this Change Order: (date) <u>Substantial completion: September 30, 2024</u> <u>Final completion: October 30, 2024</u> |
| Net Increase/ Decrease of this Change Order: \$ <u>118,995.75</u> | Net Increase/ Decrease of this Change Order: (days) <u>-- 0 --</u> |
| Contract Price with all approved Change Orders: \$ <u>2,467,202.75</u> | Contract Time with all approved Change Orders: (date) <u>Substantial completion: September 30, 2024</u> <u>Final completion: October 30, 2024</u> |

ACCEPTED:

RECOMMENDED:

APPROVED:

BY: 

BY: 

BY: _____

Contractor
GH Phipps Wyoming, LLC
Cristopher Goldy
General Manager

Architect/Engineer
GSG Architecture

Ray Pacheco
Mayor – City of Casper



Casper Family Aquatic Center Natatorium Improvements

2023.10.30

GH Phipps Wyoming has reviewed the items included in PR #2 for the above referenced project. We have evaluated both the direct cost impacts of the work entailed as well as the schedule impact to the completion of the work. For reasons of clarity we have broken down our pricing into three different proposals that need to be combined to reach the total financial impact. The pricing is broken down as follows:

- E13001 - General conditions related to schedule impact on Phase 1.
- E13002 - Direct Cost related to the remediation of (4) shallow column piers.
- E13003 - Direct Costs related to the remediation of the (1) Large/Deep Column Pier

The total of this work results in \$83,132.17 and a delay of the completion of Phase 1 until January 29, 2024. We have proceeded with the execution of the required work as directed by GSG and the City in order to minimize the impacts as much as possible.

We still anticipate that Phase 2 of the project will commence on June 3, 2024 with substantial completion by September 30, 2024 & final completion by October 30, 2024. Please review the attached information and feel free to contact me with any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "J. Booth", is written over the typed name "Josh Booth".

Josh Booth



1482 Commerce Drive, Unit Y
 P.O. Box 1323
 Laramie, WY 82073
 307-745-4866
 307-745-4867 (fax)

**Change Order Request
 No. E13001**

Title: PR-02: General Conditions for Schedule Delay Impacts
Project: Casper Family Aquatics Ctr Natatorium Improvements
To: Terry Cottenoir
 City of Casper
 200 N. David
 Casper, WY 82601

Date: Oct 30, 2023
Job No.: 23JW073

DESCRIPTION OF PROPOSAL

PR-02 provided by GSG Architecture has resulted in a schedule impact with an anticipated end date of Phase 1 is 1/29/2024. Phase 2 is not impacted by PR-02 & we still anticipate re-mobilizing on 6/3/2024 & completing phase 2 by original scheduled date.

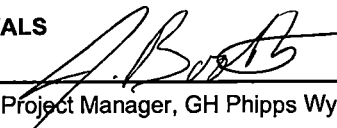
**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

**** Schedule Impact: Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.**

| SUMMARY OF COSTS | |
|--|---------------------|
| GH Phipps Wyoming, LLC Coordination Requirements | \$ 27,604.00 |
| Change Order Request Mark-Ups | \$ 3,359.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | \$ 30,963.00 |

- We have proceeded with this work per your direction
- Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

APPROVALS

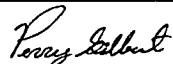
By: 
 Project Manager, GH Phipps Wyoming, LLC

Date: 11/07/2023

By: _____
 Terry Cottenoir

Date: _____

CC: Cris Goldy
 Greg Clark
 Mike Mounce
 Tim Schenk

By: 
 Perry Gilbert

Date: 11/06/2023



**Change Order Request Worksheet
No. E13001**

Project: Casper Family Aquatics Ctr Natatorium Improvements
PR-02: General Conditions for Schedule Delay Impacts

Date: Oct 30, 2023
Project #: 23JW073

| GH Phipps Wyoming, LLC COORDINATION REQUIREMENTS | | Quantity | Unit | Unit Price | Total |
|--|---------------------|----------|------|------------|---------------------|
| 013114 | Project Engineer | 64.00 | HR | 74.00 | \$ 4,736.00 |
| 013114 | Project Manager | 48.00 | HR | 100.00 | \$ 4,800.00 |
| 013116 | Project Coordinator | 8.00 | HR | 58.50 | \$ 468.00 |
| 013124 | Superintendent | 160.00 | HR | 105.00 | \$ 16,800.00 |
| 015240 | Trailer Rental | 1.00 | MO | 800.00 | \$ 800.00 |
| | | | | | \$ 27,604.00 |
| COR MARK-UPS | | | | | Total |
| 006110 | Bond | | | | \$ 194.00 |
| 006210 | GL Insurance | | | | \$ 221.00 |
| 006220 | BR Insurance | | | | \$ 166.00 |
| 999999 | OH&P | | | | \$ 2,778.00 |
| | | | | | \$ 3,359.00 |
| Total for this Change Order | | | | | \$ 30,963.00 |

Casper Family Aquatics Natatorium

Impact Review

Printed: 10/13/2023

| Line | Name | DUR | Total float | Start | Finish | Start - Previous Update | Finish - Previous Update | Finish variance - Previous Update | 2023 | | | | | | | | | | | | 2024 | | | | | | | | | | | |
|------|--|--------|-------------|-------------|-------------|-------------------------|--------------------------|-----------------------------------|--|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|-----|---------|----------|----------|---------|----------|-------|-------|-----|------|
| | | | | | | | | | Sep | October | November | December | January | February | March | April | May | June | July | August | September | October | Sep | October | November | December | January | February | March | April | May | June |
| | Impact 01 | 17w 3d | | 9/22/2023 | 1/29/2024 | 9/22/2023 | 12/29/2023 | | [Gantt chart showing project progress from Sep 2023 to Oct 2024] | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | IMPACT 01 - Structural Pier Construction (PR-02) | 28d | -4d | 9/25/2023 A | 11/1/2023 | | | | [IMPACT 01 - Structural Pier Construction (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Missing Piers / Footings (PR-02) | 1d | 0d | 9/25/2023 A | 9/25/2023 A | | | | [Missing Piers / Footings (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Excavated Deeper for Missing Piers / Footings (PR-02) | 9d | 0d | 9/26/2023 A | 10/6/2023 A | | | | [Excavated Deeper for Missing Piers / Footings (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | FRP Shallow Piers that were missing (PR-02) | 6d | -19d | 10/9/2023 A | 10/16/2023 | | | | [FRP Shallow Piers that were missing (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Excavate & FRP Main Column Pier that was missing (Pr-02) | 7d | -4d | 10/17/2023 | 10/25/2023 | | | | [Excavate & FRP Main Column Pier that was missing (Pr-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Cure Shallow Piers (PR-02) | 5d | -27d | 10/17/2023 | 10/21/2023 | | | | [Cure Shallow Piers (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Cure Main Piers (PR-02) | 7d | -6d | 10/26/2023 | 11/1/2023 | | | | [Cure Main Piers (PR-02)] | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | FRP Pier Caps | 25d | -20d | 9/22/2023 A | 11/27/2023 | 9/22/2023 | 10/26/2023 | -20d | [FRP Pier Caps] | | | | | | | | | | | | | | | | | | | | | | | |
| 9 | Erect / Grout Columns | 47d | -20d | 11/2/2023 | 1/11/2024 | 9/29/2023 | 12/6/2023 | -24d | [Erect / Grout Columns] | | | | | | | | | | | | | | | | | | | | | | | |
| 10 | Paint Exposed Steel | 4d | -20d | 1/12/2024 | 1/17/2024 | 12/7/2023 | 12/12/2023 | -24d | [Paint Exposed Steel] | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | GHP Prepunch | 3d | -20d | 1/18/2024 | 1/22/2024 | 12/19/2023 | 12/21/2023 | -20d | [GHP Prepunch] | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | A/E Punch | 1d | -20d | 1/23/2024 | 1/23/2024 | 12/22/2023 | 12/22/2023 | -20d | [A/E Punch] | | | | | | | | | | | | | | | | | | | | | | | |
| 13 | Fix Punchlist | 4d | -20d | 1/24/2024 | 1/29/2024 | 12/26/2023 | 12/29/2023 | -20d | [Fix Punchlist] | | | | | | | | | | | | | | | | | | | | | | | |
| 14 | Final Inspections | 5d | -20d | 1/23/2024 | 1/29/2024 | 12/22/2023 | 12/29/2023 | -20d | [Final Inspections] | | | | | | | | | | | | | | | | | | | | | | | |
| 15 | Phase 1 Complete | 0d | -20d | 1/29/2024 | 1/29/2024 | 12/29/2023 | 12/29/2023 | -20d | [Phase 1 Complete] | | | | | | | | | | | | | | | | | | | | | | | |

Milestone Appearances
◆ Diamond



Owner:

Progress Period (Data Date)
10/13/2023

Start Date: 5/25/2023
Finish Date: 8/19/2024



1482 Commerce Drive, Unit Y
P.O. Box 1323
Laramie, WY 82073
307-745-4866
307-745-4867 (fax)

**Change Order Request
No. E13002**

Title: PR-02: Form & place concrete for 4 shallow column piers below grade
Project: Casper Family Aquatics Ctr Natatorium Improvements
To: Terry Cottenoir
City of Casper
200 N. David
Casper, WY 82601

Date: Oct 30, 2023
Job No.: 23JW073

DESCRIPTION OF PROPOSAL

As indicated in PR-02 provided by GSG Architecture, GH Phipps Wyoming proposes excavating around columns where concrete pies are missing, and form/place concrete of the 4 column piers. Concrete piers were to be existing as shown in contact documents.

GH Phipps Wyoming proposes the schedule be extended to 2024.01.29 based on the observed existing conditions and corrections required per PR-02. PR-02 impact schedule below.

**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

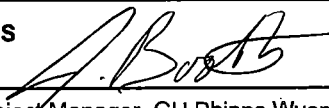
**** Schedule Impact:** Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

| SUMMARY OF COSTS | |
|--|---------------------|
| GH Phipps Wyoming, LLC Direct Cost | \$ 13,598.44 |
| GH Phipps Wyoming, LLC Coordination Requirements | \$ 11,790.00 |
| Change Order Request Mark-Ups | \$ 3,029.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | \$ 28,417.44 |

We have proceeded with this work per your direction


Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

APPROVALS

By: 
Project Manager, GH Phipps Wyoming, LLC
Date: 11/07/2023

By: _____
Terry Cottenoir
Date: _____

CC: Cris Goldy
Greg Clark
Mike Mounce
Tim Schenk

By: 
Perry Gilbert
Date: 11/06/2023



Project: Casper Family Aquatics Ctr Natatorium Improvements
PR-02: Form & place concrete for 4 shallow column piers below grade

Date: Oct 30, 2023
Project #: 23JW073

| GH Phipps Wyoming, LLC DIRECT COSTS | | Quantity | Unit | Rate | Total |
|--|--|----------|------|------------|---------------------|
| 031112 | Concrete | 3.50 | CY | 179.99 | \$ 629.97 |
| 031112 | Rebar & misc. material | 1.00 | EA | 650.25 | \$ 650.25 |
| 031112 | Flow-fill | 4.00 | CY | 169.68 | \$ 678.72 |
| 031112 | Misc. material for demo, forming, etc. | 1.00 | EA | 1,119.50 | \$ 1,119.50 |
| 031112 | Laborer | 107.00 | HR | 40.00 | \$ 4,280.00 |
| 031112 | Journeyman Carpenter | 78.00 | HR | 55.00 | \$ 4,290.00 |
| 314000 | Additional shoring rental | 0.75 | EA | 2,600.00 | \$ 1,950.00 |
| | | | | | \$ 13,598.44 |
| GH Phipps Wyoming, LLC COORDINATION REQUIREMENTS | | Quantity | Unit | Unit Price | Total |
| 013112 | Project Manager | 27.00 | HR | 100.00 | \$ 2,700.00 |
| 013114 | Project Engineer | 15.00 | HR | 74.00 | \$ 1,110.00 |
| 013124 | Superintendent | 76.00 | HR | 105.00 | \$ 7,980.00 |
| | | | | | \$ 11,790.00 |
| COR MARK-UPS | | | | | Total |
| 006110 | Bond | | | | \$ 178.00 |
| 006210 | GL Insurance | | | | \$ 204.00 |
| 006220 | BR Insurance | | | | \$ 152.00 |
| 999999 | OH&P | | | | \$ 2,495.00 |
| | | | | | \$ 3,029.00 |
| Total for this Change Order | | | | | \$ 28,417.44 |



P.O. BOX 730
 CASPER, WYOMING 82602
 PH. (307) 237-9346

| | |
|--|----------------|
| INVOICE | |
| INVOICE NUMBER 327363 | |
| INVOICE DATE 10/16/23 | PAGE 1 of 1 |
| CUSTOMER NUMBER 626565 | |
| BRANCH PLANT 290232 KR CASPER CONCRETE 2 | |
| SALES ORDER NUMBER 267600 | |
| CUSTOMER P.O. | |

ORIGINAL

BILL TO: GH PHIPPS WYOMING, INC
 PO BOX 1323
 LARAMIE WY 82073

| | | |
|--------------|---------------------|---------------------------|
| TERMS | NET DUE DATE | DELIVERY ADDRESS |
| Net 30 Days | 11/15/23 | 1801 E 4TH ST/ BEHIND ICE |

SPECIAL INSTRUCTIONS

| TICKET | ITEM | DESCRIPTION | TRUCK | QUANTITY | U O M | UNIT PRICE | EXTENDED PRICE |
|--|----------|------------------|--------|----------|-------------|------------|----------------|
| 2216167 | 296SKS10 | 6SKS/10 3/4 ROCK | 288392 | 3.50 | CY | 163.2500 | 571.38 |
| 2216167 | 29FC | FUEL SURCHARGE | 288392 | 1.00 | EA | 30.0000 | 30.00 |
| | | Subtotal Product | | 3.50 | CY | | 601.38 |
| <p>\$179.99/cy includes fuel surcharge for two, equal loads of concrete</p> | | | | | | | |

| | | | | | |
|---------------------------|--------|-----------------|------------------|-----------------|--------------|
| TAXABLE AMOUNT: | 571.38 | SUBTOTAL | SALES TAX | DISCOUNT | TOTAL |
| NONTAXABLE AMOUNT: | 30.00 | 601.38 | 28.57 | | 629.95 |

TERMS: NET - DUE AND PAYABLE BY 10TH OF MONTH FOLLOWING PURCHASE. A finance charge of 1 1/2% per month, or a minimum of \$1.00, will be made on the unpaid balance at the end of the following month's billing cycle. This is an ANNUAL PERCENTAGE RATE OF 18%. We reserve the right to claim lien for all labor and material furnished on this job.

Mike Mounce

From: Fuson, Mike <mike.fuson@kniferiver.com>
Sent: Wednesday, October 18, 2023 12:51 PM
To: Mike Mounce
Cc: Delach, Steven
Subject: RE: Casper Aquatics: Flo-Fill Pricing

Mike,

We are at \$153 per yard and a \$30 fuel surcharge per load. As mentioned earlier, I want a minimum of 4 yards per load. Give me a call with any questions.

$(\$153/\text{cy} * 4\text{cy}) + \30 per Load

Thank You

Mike Fuson

307-797-0710

Total: $(\$153+0.06\% \text{ tax})+(\$30*2 \text{ Loads}) = \$162.18/\text{cy} + \$60 \text{ fuel surcharge} = \$169.68/\text{cy}$



From: Mike Mounce <Mike.Mounce@ghphippswyoming.com>
Sent: Wednesday, October 18, 2023 11:05 AM
To: Fuson, Mike <mike.fuson@kniferiver.com>
Subject: Casper Aquatics: Flo-Fill Pricing

You don't often get email from mike.mounce@ghphippswyoming.com. [Learn why this is important](#)

**** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. ****

Hey Mike,

Who can I get unit/cy price from flo-fill? How much is it per truck/mobilization?

Thank you,



Mike Mounce, ACI PTI

Assistant Project Manager

GH Phipps Wyoming Inc. | Casper Office

3025 East 2nd Street

Casper, WY 82609

m | 720.296.9500

mike.mounce@ghphippswyoming.com

Inspire • Lead • Deliver



control, project coordinator, purchasing agent, payroll, cad operator, estimating, field secretary, trailers, phones and charges, superintendent, foreman, project manager, project engineer, trucks, fax, copier, computers, printers, plotters, forms and stationary.

- Operation and Maintenance, Warranty mark-up will not be assessed on change orders.

PRICING SUMMARY:

Items Priced. Not Added to Contract Amount: _____

Rental Rates as Indicated Below: _____

| | |
|------------------------|------------|
| Shoring Price Monthly | \$2,100.00 |
| Platform Price Monthly | \$500.00 |

Casper Family Aquatics Natatorium

Impact Review

Printed: 10/13/2023

| Line | Name | DUR | Total float | Start | Finish | Start - Previous Update | Finish - Previous Update | Finish variance - Previous Update | 2023 | | | | | | | | | | | | 2024 | | | |
|------|--|--------|-------------|------------|-------------|-------------------------|--------------------------|-----------------------------------|------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|--|--|
| | | | | | | | | | Sep | October | November | December | January | February | March | April | May | June | July | August | September | October | | |
| | Impact 01 | 17w 3d | | 9/22/2023 | 1/29/2024 | 9/22/2023 | 12/29/2023 | | | | | | | | | | | | | | | | | |
| 1 | IMPACT 01 - Structural Pier Construction (PR-02) | 28d | -4d | 9/25/2023 | 11/1/2023 | | | | | | | | | | | | | | | | | | | |
| 2 | Missing Piers / Footings (PR-02) | 1d | 0d | 9/25/2023 | 9/25/2023 | A | | | | | | | | | | | | | | | | | | |
| 3 | Excavated Deeper for Missing Piers / Footings (PR-02) | 9d | 0d | 9/26/2023 | 10/6/2023 | A | | | | | | | | | | | | | | | | | | |
| 4 | FRP Shallow Piers that were missing (PR-02) | 6d | -19d | 10/9/2023 | 10/16/2023 | | | | | | | | | | | | | | | | | | | |
| 5 | Excavate & FRP Main Column Pier that was missing (Pr-02) | 7d | -4d | 10/17/2023 | 10/25/2023 | | | | | | | | | | | | | | | | | | | |
| 6 | Cure Shallow Piers (PR-02) | 5d | -27d | 10/17/2023 | 10/21/2023 | | | | | | | | | | | | | | | | | | | |
| 7 | Cure Main Piers (PR-02) | 7d | -6d | 10/26/2023 | 11/1/2023 | | | | | | | | | | | | | | | | | | | |
| 8 | FRP Pier Caps | 25d | -20d | 9/22/2023 | 11/27/2023 | 9/22/2023 | 10/26/2023 | -20d | | | | | | | | | | | | | | | | |
| 9 | Erect / Grout Columns | 47d | -20d | 11/2/2023 | 1/11/2024 | 9/29/2023 | 12/6/2023 | -24d | | | | | | | | | | | | | | | | |
| 10 | Paint Exposed Steel | 4d | -20d | 1/12/2024 | 1/17/2024 | 12/7/2023 | 12/12/2023 | -24d | | | | | | | | | | | | | | | | |
| 11 | GHP Prepunch | 3d | -20d | 1/18/2024 | 1/22/2024 | 12/19/2023 | 12/21/2023 | -20d | | | | | | | | | | | | | | | | |
| 12 | A/E Punch | 1d | -20d | 1/23/2024 | 1/23/2024 | 12/22/2023 | 12/22/2023 | -20d | | | | | | | | | | | | | | | | |
| 13 | Fix Punchlist | 4d | -20d | 1/24/2024 | 1/29/2024 | 12/26/2023 | 12/29/2023 | -20d | | | | | | | | | | | | | | | | |
| 14 | Final Inspections | 5d | -20d | 1/23/2024 | 1/29/2024 | 12/22/2023 | 12/29/2023 | -20d | | | | | | | | | | | | | | | | |
| 15 | Phase 1 Complete | 0d | -20d | 1/29/2024 | 1/29/2024 * | 12/29/2023 | 12/29/2023 * | -20d | | | | | | | | | | | | | | | | |

Milestone Appearances

◆ Diamond



Owner:

Progress Period (Data Date):
10/13/2023

Start Date: 5/25/2023
Finish Date: 9/19/2024



1482 Commerce Drive, Unit Y
 P.O. Box 1323
 Laramie, WY 82073
 307-745-4866
 307-745-4867 (fax)

**Change Order Request
 No. E13003**

Title: PR-02: Form & place concrete for large interior column pier below grade
Project: Casper Family Aquatics Ctr Natatorium Improvements
To: Terry Cottenoir
 City of Casper
 200 N. David
 Casper, WY 82601

Date: Oct 30, 2023
Job No.: 23JW073

DESCRIPTION OF PROPOSAL

As indicated in PR-02 provided by GSG Architecture, GH Phipps Wyoming proposes to excavate around column, cap plumbing lines, form & place concrete for pier per recommendations from Structural Engineer in PR-002, reroute plumbing lines around new pier & fill excavation with flow-fill.

GH Phipps Wyoming proposes the schedule be extended to 2024.01.29 based on the observed existing conditions and corrections required per PR-02. PR-02 impact schedule below.

**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

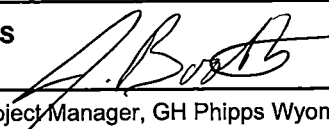
**** Schedule Impact:** Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

| SUMMARY OF COSTS | |
|--|---------------------|
| Subcontractors | \$ 9,087.52 |
| GH Phipps Wyoming, LLC Direct Cost | \$ 8,071.21 |
| GH Phipps Wyoming, LLC Coordination Requirements | \$ 4,480.00 |
| Change Order Request Mark-Ups | \$ 2,113.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | \$ 23,751.73 |

We have proceeded with this work per your direction

Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

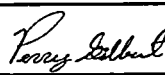
APPROVALS

By: 
 Project Manager, GH Phipps Wyoming, LLC
 Date: 11/07/2023

By: _____
 Terry Cottenoir

Date: _____

CC: Cris Goldy
 Greg Clark
 Mike Mounce
 Tim Schenk

By: 
 Perry Gilbert
 Date: 11/06/2023



**Change Order Request Worksheet
No. E13003**

Project: Casper Family Aquatics Ctr Natatorium Improvements
PR-02: Form & place concrete for large interior column pier below grade

Date: Oct 30, 2023
Project #: 23JW073

| SUBCONTRACTOR | | | | Total | |
|--|--|--|----|----------------------------|-------------|
| 221000 | Haid's Plumbing and Heating | Plumbing lines temporary cap & rerouting | | \$ 5,885.34 | |
| 312100 | Badger Daylighting Corp | Hydrovac around column | | \$ 3,202.18 | |
| | | | | <u>\$ 9,087.52</u> | |
| GH Phipps Wyoming, LLC DIRECT COSTS | | | | Total | |
| 031112 | Rebar & misc. material | 1.00 | EA | 500.00 | \$ 500.00 |
| 031112 | Concrete | 3.50 | CY | 179.99 | \$ 629.97 |
| 031112 | Flow-fill | 4.00 | CY | 169.68 | \$ 678.72 |
| 031112 | Misc. Material for demo, forming, etc. | 1.00 | EA | 722.52 | \$ 722.52 |
| 031112 | Laborer | 32.00 | HR | 40.00 | \$ 1,280.00 |
| 031112 | Journeyman Carpenter | 42.00 | HR | 55.00 | \$ 2,310.00 |
| 314000 | Additional shoring rental | 0.75 | EA | 2,600.00 | \$ 1,950.00 |
| | | | | <u>\$ 8,071.21</u> | |
| GH Phipps Wyoming, LLC COORDINATION REQUIREMENTS | | | | Total | |
| 013112 | Project Manager | 18.00 | HR | 100.00 | \$ 1,800.00 |
| 013114 | Project Engineer | 5.00 | HR | 74.00 | \$ 370.00 |
| 013124 | Superintendent | 22.00 | HR | 105.00 | \$ 2,310.00 |
| | | | | <u>\$ 4,480.00</u> | |
| COR MARK-UPS | | | | Total | |
| 006110 | Bond | | | | \$ 152.00 |
| 006210 | GL Insurance | | | | \$ 174.00 |
| 006220 | BR Insurance | | | | \$ 130.00 |
| 999999 | OH&P | | | | \$ 1,657.00 |
| | | | | <u>\$ 2,113.00</u> | |
| Total for this Change Order | | | | <u>\$ 23,751.73</u> | |



Haid's
PLUMBING & HEATING
For all your plumbing needs!

Haid's Plumbing & Heating
 1105 Falcon Avenue
 Casper, Wyoming, 82604
 Phone: 307-258-8244
 Email: ap@haidsplumbingwy.com

Quote 210630

Date 10/17/2023

Quote For: GH Phipps
 3025 East 2nd Street
 Casper, Wyoming, 82609

Job Site Casper Aquatics Center
 1801 East 4th Street
 Casper, Wyoming, 82601

We are pleased to submit the following quote:

Haid's Plumbing and Heating is pleased to present a quote for the following scope of work:

Re-route the PVC psi pipes around a pillar. There will be 7 pipes total.

*Quotes are valid for 14 days.

| | |
|-----------------------|------------|
| Total Pre-Tax | \$5,885.34 |
| Non Taxable(%) | \$0.00 |
| Price | \$5,885.34 |



Badger Daylighting Corp
 CASPER WY CORP
 5301 Poison Spider Road
 Casper, WY 82604
 "An equal opportunity employer"

| Estimate | |
|-------------|-------------|
| Date | 10/04/2023 |
| Reference | CPQ-30645 |
| Prepared By | Jay Roberts |

| Customer Information | | | |
|----------------------|------------------------------------|----------------|--------------------------------|
| Company | GH PHIPPS | Contact Name | Greg Clark |
| Contact Phone # | +1 (307) 274-1605 | Email | greg.clark@ghphippswyoming.com |
| Billing Address | 5995 GREENWOOD PLAZA SUITE 100 | Title | |
| Billing City/State | GREENWOOD VILLAGE CO 80111 | Account Number | 30615 |
| Service Address | 1801 E 4th St Casper WY 82601-3052 | | |
| Scope Of Work | | | |

Provide hydrovac and crew to hydro excavate around support piling inside Casper Aquatic Center. Use remote hose to excavate down approximately 8". Lower shoring into excavation during excavation process to eliminate risk of cave ins around piling.

Haul spoils to disposition site.

| Service Item | Item Description | Unit Cost | UOM | Quantity | Amount |
|-------------------------------|---------------------------------------|-----------|-----|----------|-------------------|
| BADGER HYDROVAC WITH OPERATOR | Hourly rate for hydrovac and operator | \$245.00 | HR | 8 | \$1,960.00 |
| ADDITIONAL OPERATOR | Hourly rate for additional operator | \$65.00 | HR | 8 | \$520.00 |
| DISPOSITION | Disposal fees - price per load | \$150.00 | EA | 1 | \$150.00 |
| CONSUMABLE MATERIALS | PPE and materials | \$25.00 | EA | 2 | \$50.00 |
| SUPPLY WATER | Freshwater supply for hydrovac | \$65.00 | EA | 1 | \$65.00 |
| REMOTE HOSE | 6" Diameter | \$4.00 | FT | 40 | \$160.00 |
| FLUCTUATING FUEL RECOVERY | | \$297.18 | EA | 1 | \$297.18 |
| Total | | | | | \$3,202.18 |





P.O. BOX 730
 CASPER, WYOMING 82602
 PH. (307) 237-9346

| | |
|--|----------------|
| INVOICE | |
| INVOICE NUMBER 327363 | |
| INVOICE DATE 10/16/23 | PAGE 1 of 1 |
| CUSTOMER NUMBER 626565 | |
| BRANCH PLANT 290232 KR CASPER CONCRETE 2 | |
| SALES ORDER NUMBER 267600 | |
| CUSTOMER P.O. | |

ORIGINAL

BILL TO: GH PHIPPS WYOMING, INC
 PO BOX 1323
 LARAMIE WY 82073

| | | |
|--------------|---------------------|---------------------------|
| TERMS | NET DUE DATE | DELIVERY ADDRESS |
| Net 30 Days | 11/15/23 | 1801 E 4TH ST/ BEHIND ICE |

SPECIAL INSTRUCTIONS

| TICKET | ITEM | DESCRIPTION | TRUCK | QUANTITY | U O M | UNIT PRICE | EXTENDED PRICE |
|--|----------|------------------|--------|----------|-------------|------------|----------------|
| 2216167 | 296SKS10 | 6SKS/10 3/4 ROCK | 288392 | 3.50 | CY | 163.2500 | 571.38 |
| 2216167 | 29FC | FUEL SURCHARGE | 288392 | 1.00 | EA | 30.0000 | 30.00 |
| | | Subtotal Product | | 3.50 | CY | | 601.38 |
| <p>\$179.99/cy includes fuel surcharge for two, equal loads of concrete</p> | | | | | | | |

| | | | | | |
|---------------------------|--------|-----------------|------------------|-----------------|--------------|
| TAXABLE AMOUNT: | 571.38 | SUBTOTAL | SALES TAX | DISCOUNT | TOTAL |
| NONTAXABLE AMOUNT: | 30.00 | 601.38 | 28.57 | | 629.95 |

TERMS: NET - DUE AND PAYABLE BY 10TH OF MONTH FOLLOWING PURCHASE. A finance charge of 1 1/2% per month, or a minimum of \$1.00, will be made on the unpaid balance at the end of the following month's billing cycle. This is an ANNUAL PERCENTAGE RATE OF 18%. We reserve the right to claim lien for all labor and material furnished on this job.

Mike Mounce

From: Fuson, Mike <mike.fuson@kniferiver.com>
Sent: Wednesday, October 18, 2023 12:51 PM
To: Mike Mounce
Cc: Delach, Steven
Subject: RE: Casper Aquatics: Flo-Fill Pricing

Mike,

We are at \$153 per yard and a \$30 fuel surcharge per load. As mentioned earlier, I want a minimum of 4 yards per load. Give me a call with any questions.

$(\$153/\text{cy} * 4\text{cy}) + \30 per Load

Thank You

Mike Fuson

307-797-0710

$\text{Total: } (\$153 + 0.06\% \text{ tax}) + (\$30 * 2 \text{ Loads}) = \$162.18/\text{cy} + \$60 \text{ fuel surcharge} = \$169.68/\text{cy}$



From: Mike Mounce <Mike.Mounce@ghhippswyoming.com>
Sent: Wednesday, October 18, 2023 11:05 AM
To: Fuson, Mike <mike.fuson@kniferiver.com>
Subject: Casper Aquatics: Flo-Fill Pricing

You don't often get email from mike.mounce@ghhippswyoming.com. [Learn why this is important](#)

**** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. ****

Hey Mike,

Who can I get unit/cy price from flo-fill? How much is it per truck/mobilization?

Thank you,



Mike Mounce, ACI PTI

Assistant Project Manager

GH Phipps Wyoming Inc. | Casper Office

3025 East 2nd Street

Casper, WY 82609

m | 720.296.9500

mike.mounce@ghhippswyoming.com

Inspire • Lead • Deliver



control, project coordinator, purchasing agent, payroll, cad operator, estimating, field secretary, trailers, phones and charges, superintendent, foreman, project manager, project engineer, trucks, fax, copier, computers, printers, plotters, forms and stationary.

- Operation and Maintenance, Warranty mark-up will not be assessed on change orders.

PRICING SUMMARY:

Items Priced. Not Added to Contract Amount: _____

Rental Rates as Indicated Below: _____

| | |
|------------------------|------------|
| Shoring Price Monthly | \$2,100.00 |
| Platform Price Monthly | \$500.00 |

Casper Family Aquatics Natatorium

Impact Review

Printed: 10/13/2023

| Line | Name | DUR | Total float | Start | Finish | Start - Previous Update | Finish - Previous Update | Finish variance - Previous Update | 2023 | | | | | | | | | | | | 2024 | | | |
|------|--|--------|-------------|-------------|-------------|-------------------------|--------------------------|-----------------------------------|------|---------|----------|----------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|--|--|
| | | | | | | | | | Sep | October | November | December | January | February | March | April | May | June | July | August | September | October | | |
| | Impact 01 | 17w 3d | | 9/22/2023 | 1/29/2024 | 9/22/2023 | 12/29/2023 | | | | | | | | | | | | | | | | | |
| 1 | IMPACT 01 - Structural Pier Construction (PR-02) | 28d | -4d | 9/25/2023 A | 11/1/2023 | | | | | | | | | | | | | | | | | | | |
| 2 | Missing Piers / Footings (PR-02) | 1d | 0d | 9/25/2023 A | 9/25/2023 A | | | | | | | | | | | | | | | | | | | |
| 3 | Excavated Deeper for Missing Piers / Footings (PR-02) | 9d | 0d | 9/26/2023 A | 10/6/2023 A | | | | | | | | | | | | | | | | | | | |
| 4 | FRP Shallow Piers that were missing (PR-02) | 6d | -19d | 10/9/2023 A | 10/16/2023 | | | | | | | | | | | | | | | | | | | |
| 5 | Excavate & FRP Main Column Pier that was missing (Pr-02) | 7d | -4d | 10/17/2023 | 10/25/2023 | | | | | | | | | | | | | | | | | | | |
| 6 | Cure Shallow Piers (PR-02) | 5d | -27d | 10/17/2023 | 10/21/2023 | | | | | | | | | | | | | | | | | | | |
| 7 | Cure Main Piers (PR-02) | 7d | -6d | 10/26/2023 | 11/1/2023 | | | | | | | | | | | | | | | | | | | |
| 8 | FRP Pier Caps | 25d | -20d | 9/22/2023 A | 11/27/2023 | 9/22/2023 | 10/26/2023 | -20d | | | | | | | | | | | | | | | | |
| 9 | Erect / Grout Columns | 47d | -20d | 11/2/2023 | 1/11/2024 | 9/29/2023 | 12/6/2023 | -24d | | | | | | | | | | | | | | | | |
| 10 | Paint Exposed Steel | 4d | -20d | 1/12/2024 | 1/17/2024 | 12/7/2023 | 12/12/2023 | -24d | | | | | | | | | | | | | | | | |
| 11 | GHP Prepunch | 3d | -20d | 1/18/2024 | 1/22/2024 | 12/19/2023 | 12/21/2023 | -20d | | | | | | | | | | | | | | | | |
| 12 | A/E Punch | 1d | -20d | 1/23/2024 | 1/23/2024 | 12/22/2023 | 12/22/2023 | -20d | | | | | | | | | | | | | | | | |
| 13 | Fix Punchlist | 4d | -20d | 1/24/2024 | 1/29/2024 | 12/26/2023 | 12/29/2023 | -20d | | | | | | | | | | | | | | | | |
| 14 | Final Inspections | 5d | -20d | 1/23/2024 | 1/29/2024 | 12/22/2023 | 12/29/2023 | -20d | | | | | | | | | | | | | | | | |
| 15 | Phase 1 Complete | 0d | -20d | 1/29/2024 | 1/29/2024 * | 12/29/2023 | 12/29/2023 * | -20d | | | | | | | | | | | | | | | | |

Milestone Appearances

◆ Diamond



Owner:

Progress Period (Data Date)
10/13/2023

Start Date 5/25/2023
Finish Date 9/19/2024

PROJECT: CFAC Natatorium Improvements

#: 2221

PR #: **02**

Owner
 Contractor

Architect
 Consultant

Other

DATE: 09/27/2023

BY: Perry Gilbert

Please submit an itemized proposal for changes in the Contract Sum and/or Time for proposed modifications to the Contract Documents described herein. Submit proposal within **TEN (10)** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

Reference the attached structural observation report to repair existing column bases and re-route existing waterlines where applicable after discovering that the columns in questions were not encapsulated in concrete below the existing slab like shown in the original construction documents.

Attachments: Structural 09/26/2023 Observation Report

PROJECT OBSERVATION REPORT

JOB: CFAC Natatorium Repair Project

JOB NO.: 23-002

LOCATION: Casper, Wyoming

Date: 9/26/23

ARCHITECT: GSG Architecture; CONTRACTOR: Phipps Const.

WEATHER: Calm, Clear, approx 70 degrees F.

OBSERVATION PURPOSE: Column Repairs

PRESENT: Robert Lower, Greg Clark

REMARKS:

Arrived at Jobsite at Approx. 2:00 P.M.

Observed excavation at Column-2. The 24" square reinforced concrete pier that was detailed on the original construction documents to be cast around these buried columns was apparently not constructed (Section 19/S502 attached). All of the columns to be repaired (5 each) have had the slabs around them cut and removed, and this omission is the case at all 5 columns. This results in the columns being directly buried with no concrete protection. This is a very undesirable condition which has accelerated the deterioration of these columns.

This condition will require additional work to be completed for the column repairs because we were relying on these piers for the new repair design (Sections 1/S310 & 2/S310 attached). A new 24" square reinforced concrete pier must be cast around the columns before they can be repaired per the plans. This is detailed on the attached drawings. At column-2 the column bears at elevation 92'-2", 8 feet below the pool deck. This will require a shored excavation, de-watering, and re-routing of two existing water supply pipes that are located immediately adjacent to the column. The excavation must be filled with flow fill after the work is complete.

The sequence of operations to be followed is attached.

Left job site approx. 3:00P.M.

BY: Robert E. Lower, P.E.
Lower & co, P.C.
Structural Engineers

Photos



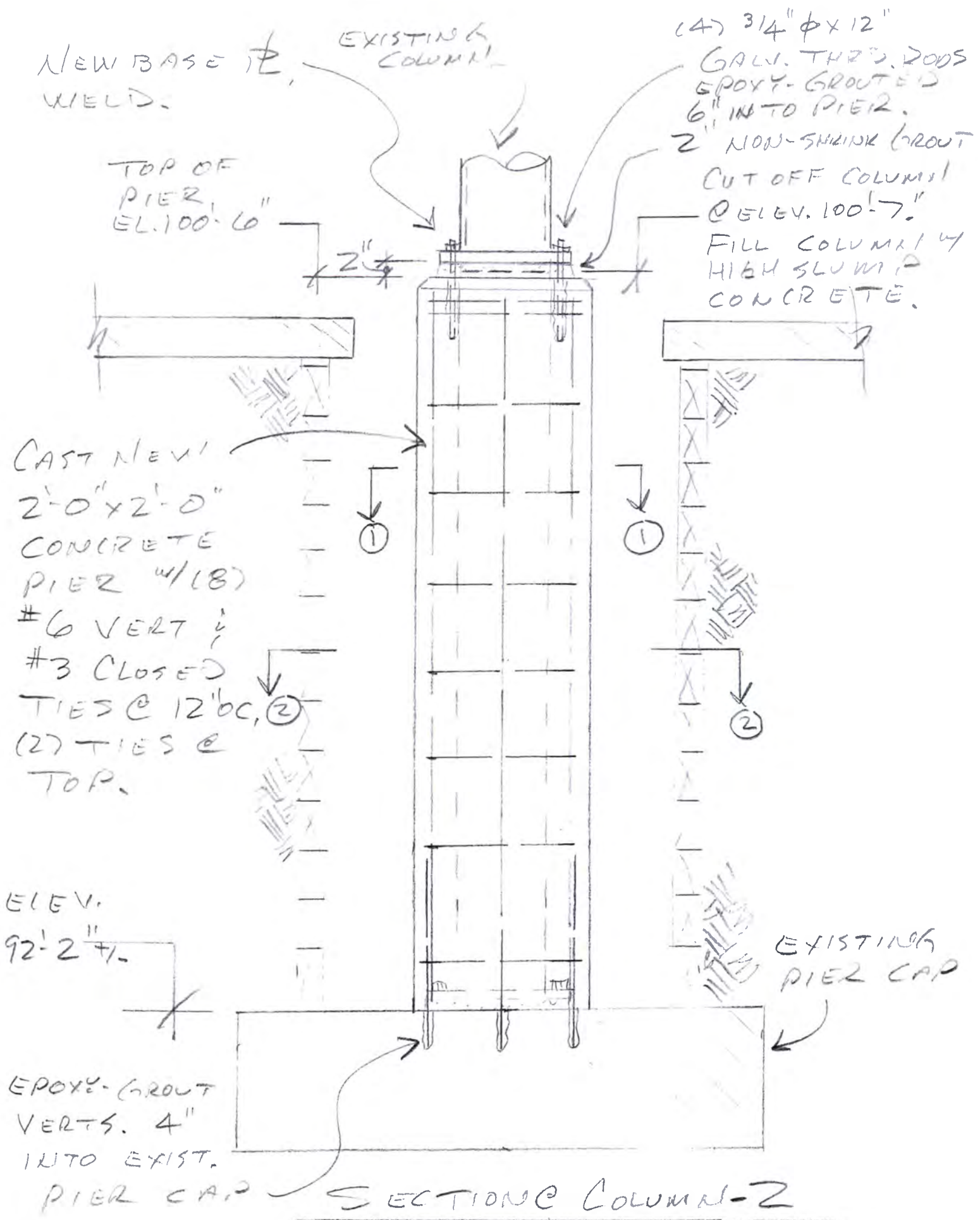
Column-2 excavation. Concrete pier is missing. Three water supply pipes are in the way and must be re-routed around the new concrete pier.
This column bears 8'-0" below the floor.



Column-1. The concrete pier was not constructed.

Construction Sequence:

- 1) Excavate to existing pier cap elevation. Install pressure treated 4 x 6 wood lagging to shore excavation as it proceeds down. Cut and remove piping as required such that it can be re-routed around the new concrete pier. Consult Mechanical Engineers and Plumbing Contractors for this information.
- 2) Form and pour new reinforced concrete pier around existing column, top of pier at elevation 100'-6".
- 3) Remove lagging from the bottom up, filling with flow fill as lagging is removed. Leave no more than 12" height of excavation un-shored before flow fill is placed. When flow fill reaches the elevation of the piping, re-route piping around the new pier. With piping re-routed, continue lagging removal and flow fill up to pool deck subgrade.
- 4) With shoring in place and pre-loaded (currently shoring is in place) cut existing column at elevation 100'-7" (1" above top of new pier) and at elevation 100'-9" (bottom of new base plate). Fill column with high slump pea-gravel concrete (a 7-sack masonry grout mix will be best) to elevation 100'-7".
- 5) Weld new base plate to column. Drill and epoxy-grout new threaded rod anchor bolts through the base plate. Dry-pack the base plate with non-shrink grout.
- 6) Remove shoring when grout has cured for 5 days minimum.
- 7) Cast pool deck patch around new pier.



NEW BASE WELDED.

EXISTING COLUMN

(4) 3/4" ϕ x 12" GALV. THRU-RODS EPOXY-GROUTED 6" INTO PIER.
 2" NON-SHINK GROUT CUT OFF COLUMN @ ELEV. 100'-7" FILL COLUMN w/ HIGH STRENGTH CONCRETE.

TOP OF PIER, EL. 100'-6"

2"

CUT OFF COLUMN @ ELEV. 100'-7" FILL COLUMN w/ HIGH STRENGTH CONCRETE.

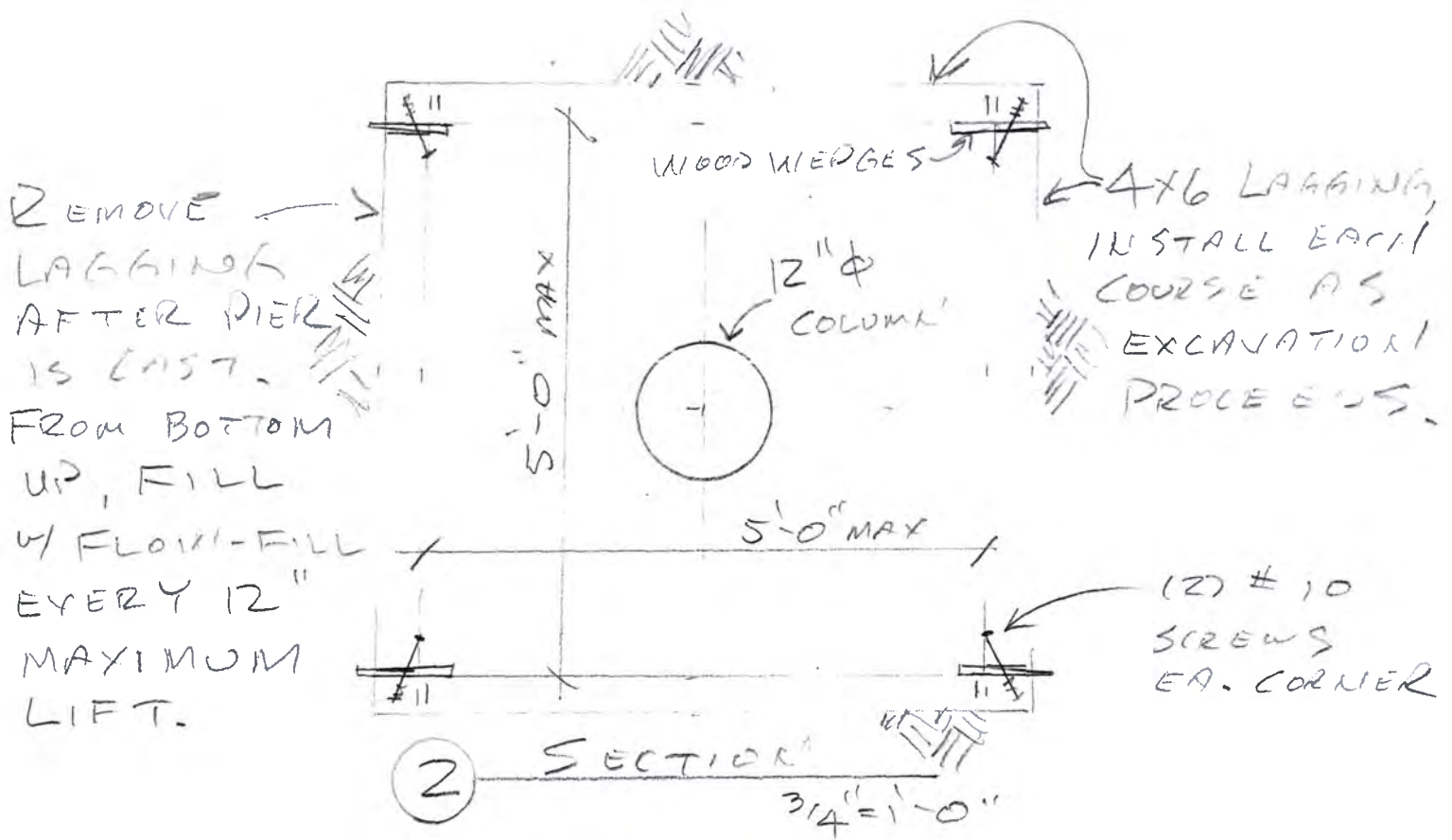
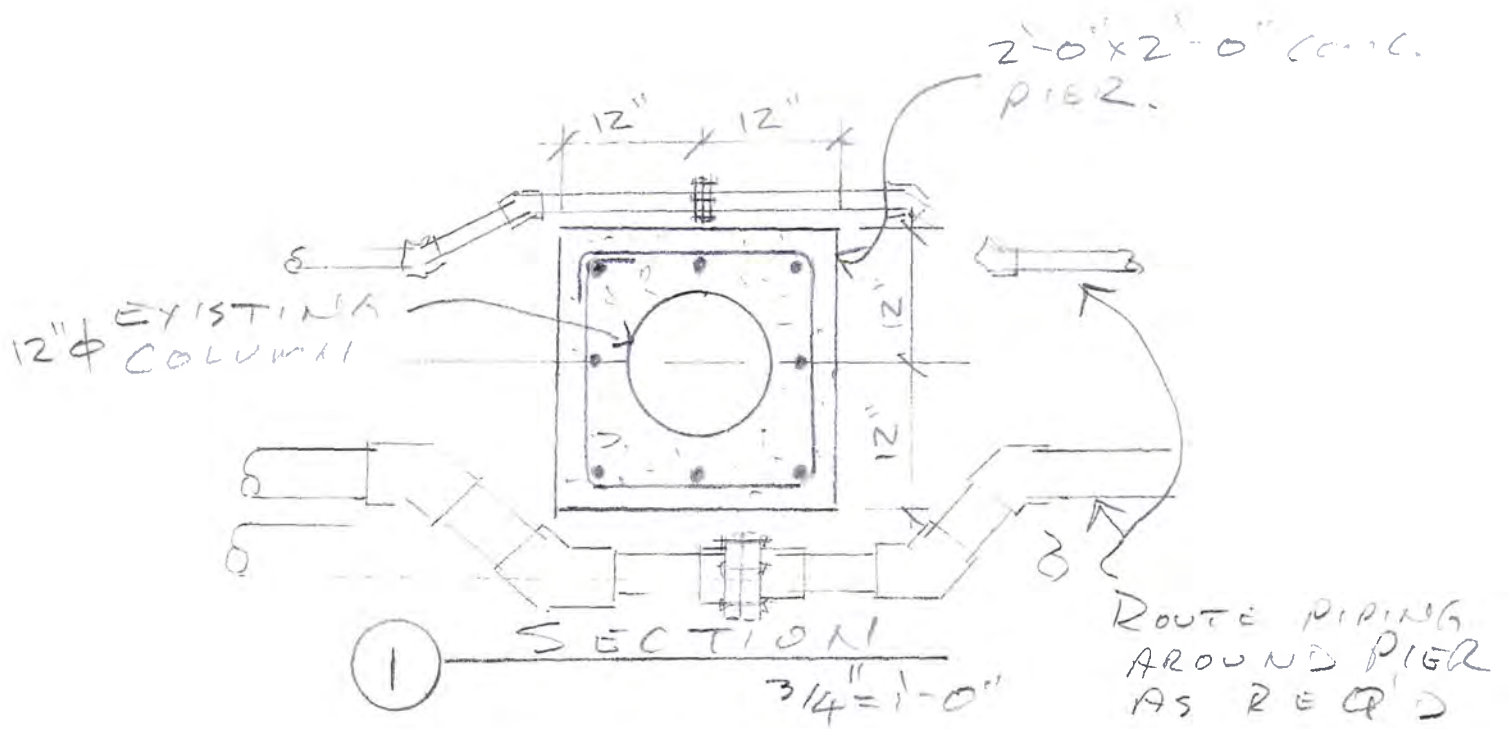
CAST NEW 2'-0" x 2'-0" CONCRETE PIER w/ (18) #6 VERT & #3 CLOSED TIES @ 12" OC, (2) TIES @ TOP.

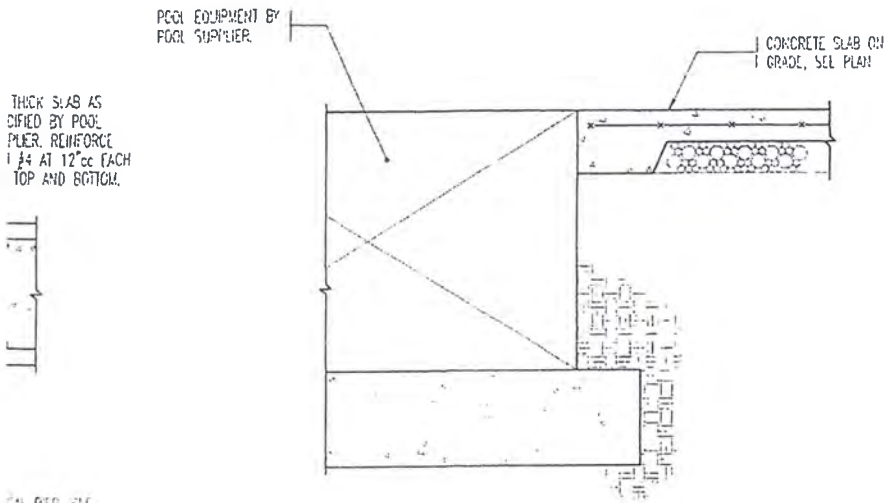
ELEV. 92'-2" \pm

EXISTING PIER CAP

EPOXY-GROUT VERTS. 4" INTO EXIST. PIER CAP

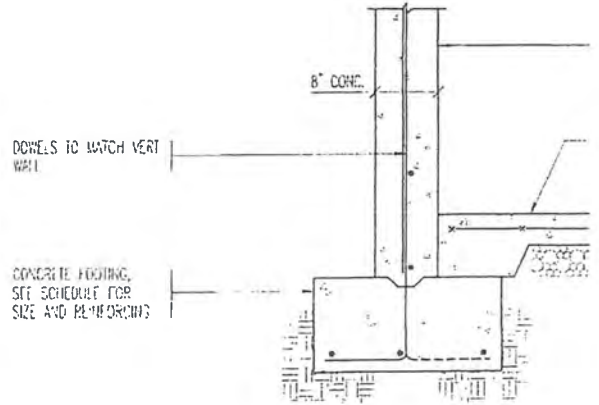
SECTION @ COLUMN-2



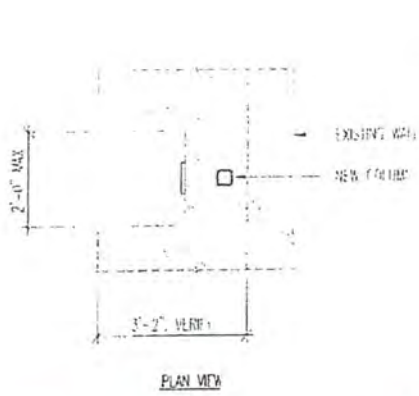


CL. PER SEE PLAN FOR PLACEMENT

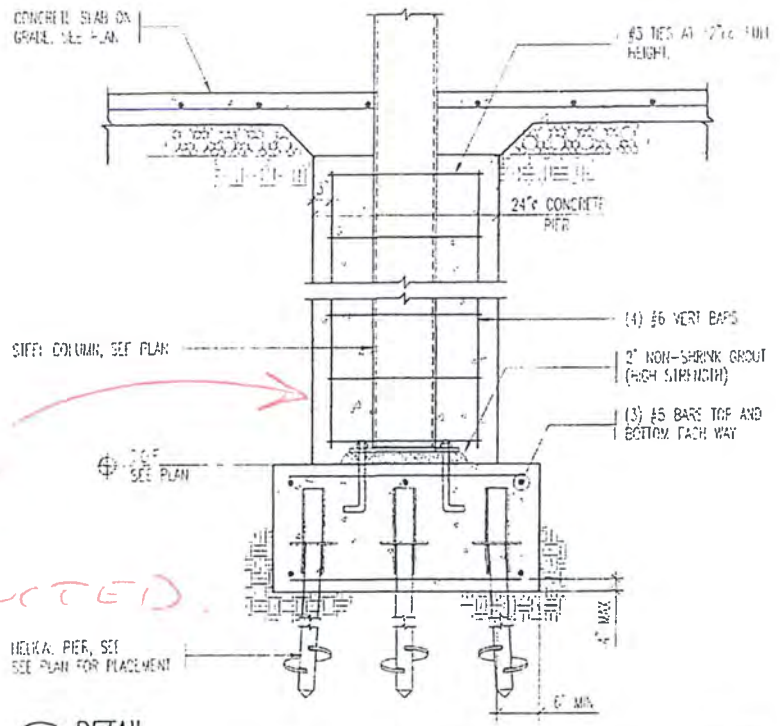
13 DETAIL
NO SCALE



14 DETAIL
NO SCALE



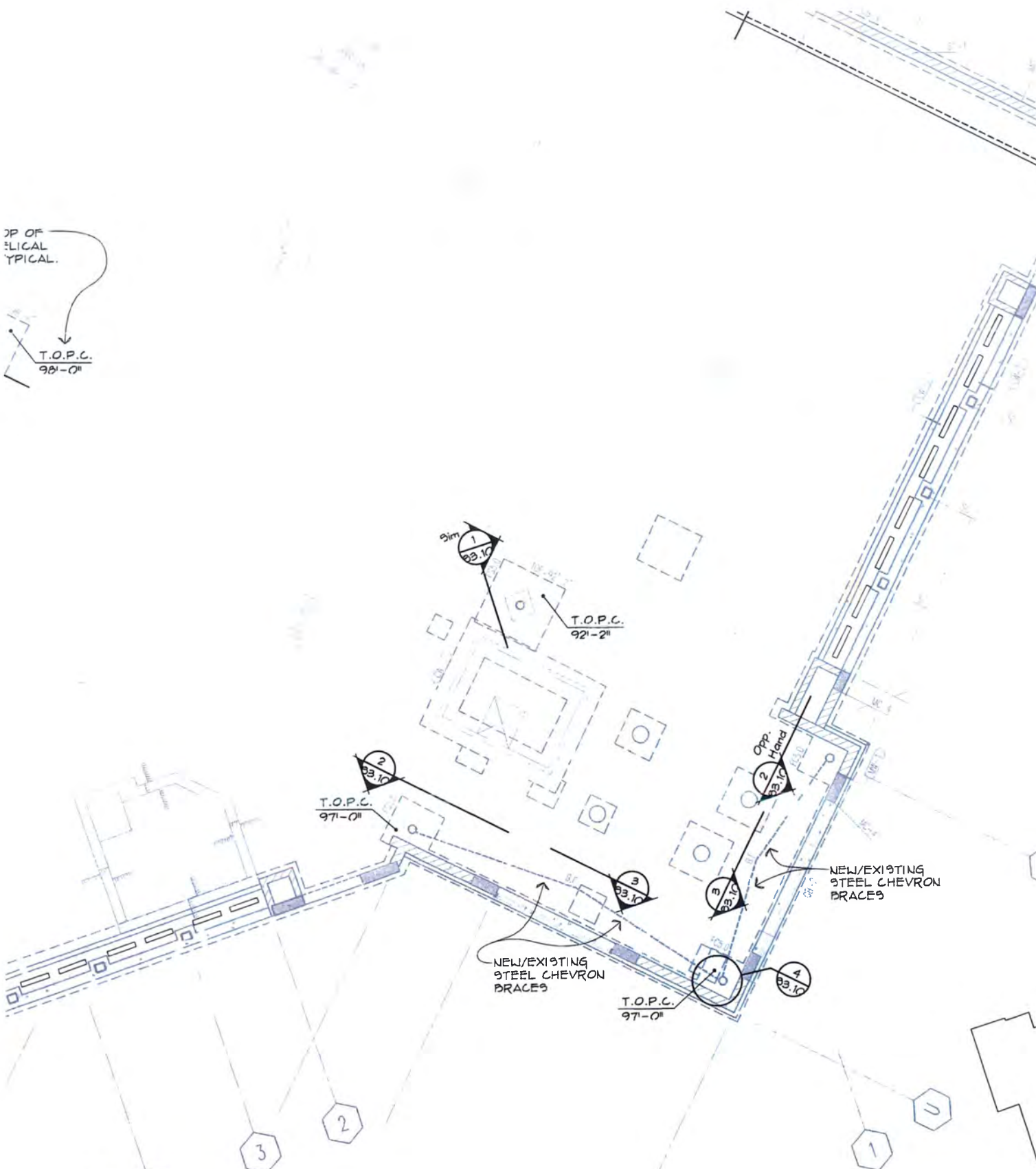
THIS COLUMN ENCASUREMENT DETAIL WAS NOT CONSTRUCTED.



19 DETAIL
NO SCALE

PARTIAL SHEET 5502 FROM ORIGINAL CD'S

TOP OF
TYPICAL
T.O.P.C.
98'-0"

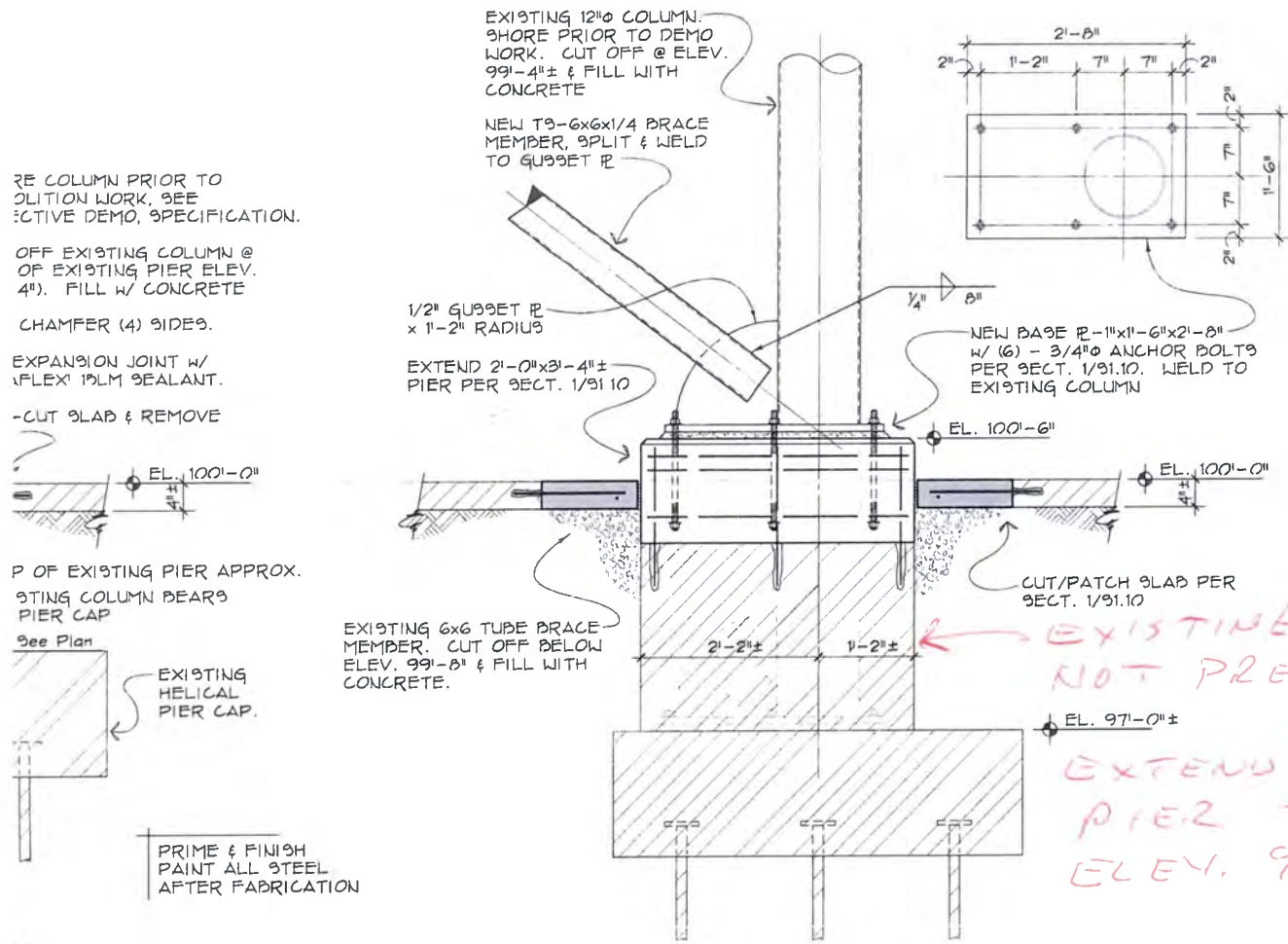


STRUCTURAL FLOOR PLAN

NOTES:
- FINISH FLOOR ELEVATION = 100'-0"

1/8" = 1'-0"

PARTIAL SHEET
S1.10



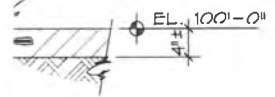
REMOVE COLUMN PRIOR TO
DEMOLITION WORK, SEE
STRUCTIVE DEMO, SPECIFICATION.

CUT OFF EXISTING COLUMN @
TOP OF EXISTING PIER ELEV.
99'-4"± & FILL W/ CONCRETE

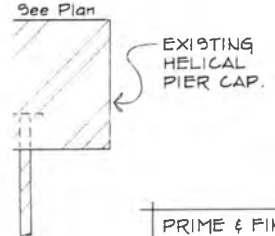
CHAMFER (4) SIDES.

EXPANSION JOINT W/
FLEXIBLE SEALANT.

CUT SLAB & REMOVE

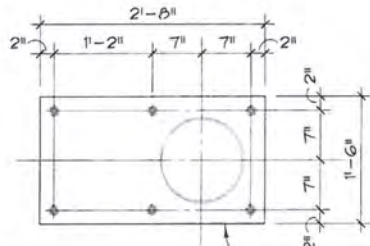


TOP OF EXISTING PIER APPROX.
EXISTING COLUMN BEARS
ON PIER CAP



PRIME & FINISH
PAINT ALL STEEL
AFTER FABRICATION

EXISTING 6x6 TUBE BRACE
MEMBER. CUT OFF BELOW
ELEV. 99'-0" & FILL WITH
CONCRETE.

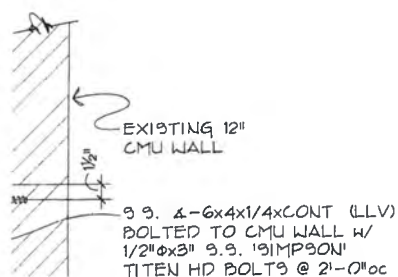
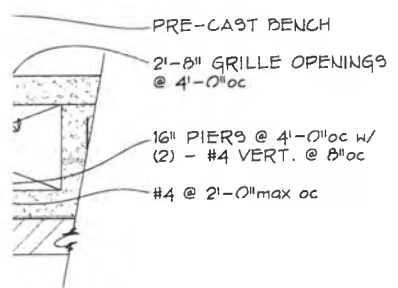


NEW BASE PLATE - 1-11/16 x 11-6/16 x 2-0/16
W/ (6) - 3/4" ANCHOR BOLTS
PER SECT. 1/31.10. WELD TO
EXISTING COLUMN

EXISTING PIER
NOT PRESENT.

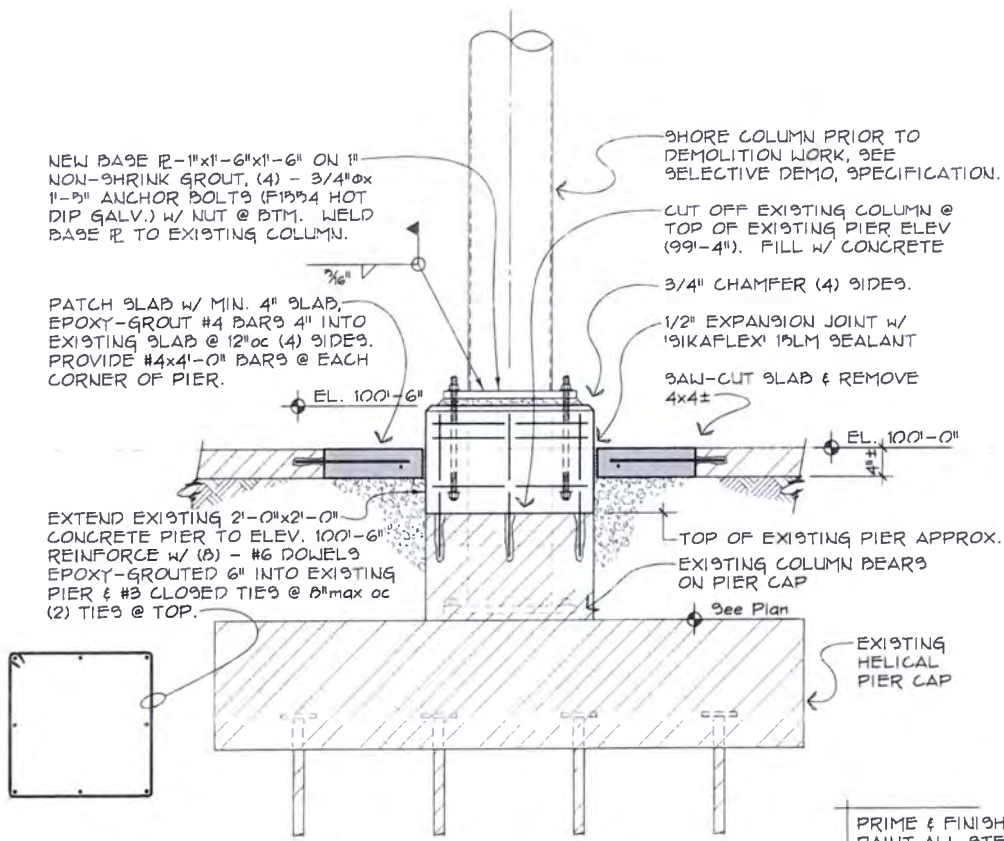
EXTEND NEW
PIER TO
ELEV. 97'-0"±

SECTION
31.10 3/4" = 1'-0"



PARTIAL
SHEET
S3.10

EXISTING SHORE WORK: 99'-4" CONCR
 NEW T MEMBE TO GU

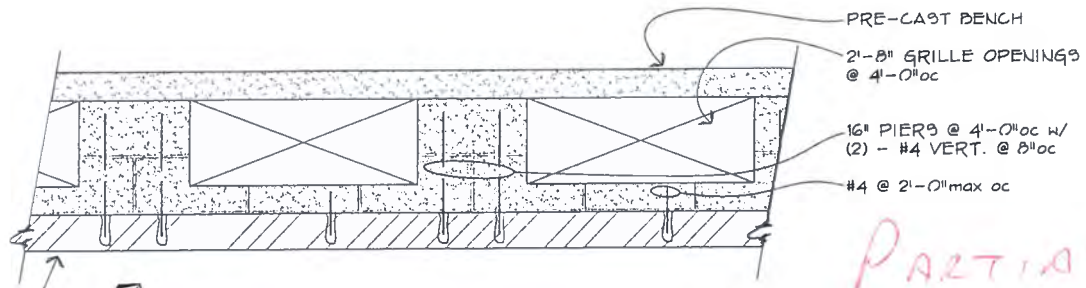


1/2" GUSSET PL x 1'-2" RADIUS
 EXTEND 2'-0" PIER PER SEC

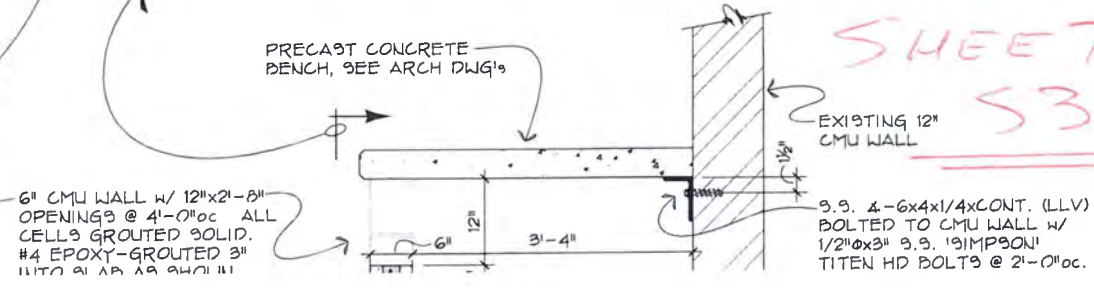
EXISTING 6x6 TUBE P MEMBER. CUT OFF F ELEV 99'-8" & FILL CONCRETE.

PRIME & FINISH PAINT ALL STEEL AFTER FABRICATION

SECTION 1
 31.10 3/4" = 1'-0"



PARTIAL SHEET S3.10





1482 Commerce Drive, Unit Y
 P.O. Box 1323
 Laramie, WY 82073
 307-745-4866
 307-745-4867 (fax)

**Change Order Request
 No. E13004**

Title: Metal Panel Finish Change
Project: Casper Family Aquatics Ctr Natatorium Improvements
To: Terry Cottenoir
 City of Casper
 200 N. David
 Casper, WY 82601

Date: Nov 01, 2023
Job No.: 23JW073

DESCRIPTION OF PROPOSAL

Changed finish to Series H (Desert Sand) at the direction of GSG Architecture
**** Please reference attached Change Order Worksheet for detailed cost breakdown.**
**** Schedule Impact:** Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

| SUMMARY OF COSTS | |
|---|--------------------|
| Suppliers | \$ 2,324.58 |
| Change Order Request Mark-Ups | \$ 287.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | \$ 2,611.58 |

- We have proceeded with this work per your direction
 Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

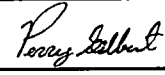
APPROVALS

By:  Mike Mounce
 Project Manager, GH Phipps Wyoming, LLC

Date: 11/02/2023

By: _____
 Terry Cottenoir

Date: _____

By: 
 Perry Gilbert

Date: 11/07/2023

CC: Cris Goldy
 Greg Clark
 Mike Mounce
 Tim Schenk



Project: Casper Family Aquatics Ctr Natatorium Improvements
Metal Panel Finish Change

Date: Nov 01, 2023
Project #: 23JW073

| SUPPLIERS | | Quantity | Unit | Rate | Total |
|------------------------------------|--------------|----------|------|------|---------------------------|
| 074213 | SGH Concepts | | NA | | \$ 2,324.58 |
| | | | | | <u>\$ 2,324.58</u> |
| COR MARK-UPS | | | | | Total |
| 006110 | Bond | | | | \$ 17.00 |
| 006210 | GL Insurance | | | | \$ 19.00 |
| 006220 | BR Insurance | | | | \$ 14.00 |
| 999999 | OH&P | | | | \$ 237.00 |
| | | | | | <u>\$ 287.00</u> |
| Total for this Change Order | | | | | <u>\$ 2,611.58</u> |



a division of
SGH Redglaze Holdings, Inc.

Change Order# 001

PR#23000617

FROM: SGH Concepts
Chris Christensen
1113 Central Ave
Billings MT 59102
C: 406.413.1320
P:406.652.2555

DATE: 11/02/23

JOB NAME: Casper Family Aquatics
LOCATION: 1801 E 4th St, Casper, WY 82601
RE: Color Variance Change Order

SPEC SECTION:
DESCRIPTION:

TO: GH Phipps
ATTN: Mike Mounce

INCLUSIONS:
EXCLUSIONS:

Signed acceptance below approves SGH Concepts to proceed with these changes to our scope of work:

| DESCRIPTION | |
|--|-------------------|
| Changed Finish to Series H: Desert Sand | |
| ADD: \$2,193.00 + ADD:6% tax = \$2,324.00 | |
| TOTAL | \$2,324.00 |

NOTE: ALL approvals, selections and releases for normal sequence delivery to the jobsite must be accomplished by **XX/XX/XX** or quoting may be required for supplier price escalations.

Signed: Chris Christensen

Dated: 11/02/23

Cancellation of this accepted change order without cause will result in a cancellation fee equal to 25% of the total change order plus any incurred costs as of the date of cancellation.

Acceptance: This agreement is void 10 days from submitted date if not accepted.

Accepted by: _____

Printed Name: _____

Dated: _____

Omaha-Headquarters 742 N. 109th Ct. / Omaha, NE 68154 P 402.493.9393 F 402.493.5934

Des Moines, IA Kansas City, MO Denver, CO Minneapolis, MN Billings, MT Wichita, KS

sghconcepts.com

sghredglaze.com

TF 844.255.9393





1482 Commerce Drive, Unit Y
P.O. Box 1323
Laramie, WY 82073
307-745-4866
307-745-4867 (fax)

**Change Order Request
No. E13005**

Title: Replace small chemical storage room roof that has standing water.

Date: Nov 01, 2023

Project: Casper Family Aquatics Ctr Natatorium Improvements

Job No.: 23JW073

To: Terry Cottenoir
City of Casper
200 N. David
Casper, WY 82601

DESCRIPTION OF PROPOSAL

GH Phipps Wyoming Proposes to have small roof over chemical storage room replaced to prevent ponding issues.

**** Please reference attached Change Order Worksheet for detailed cost breakdown.**


**** Schedule Impact:** Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

| SUMMARY OF COSTS | |
|--|--------------------|
| Subcontractors | \$ 6,460.00 |
| GH Phipps Wyoming, LLC Coordination Requirements | \$ 310.00 |
| Change Order Request Mark-Ups | \$ 512.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | |
| | \$ 7,282.00 |

We have proceeded with this work per your direction

Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

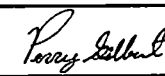
APPROVALS

By: 
Project Manager, GH Phipps Wyoming, LLC

Date: 11/07/2023

By: _____
Terry Cottenoir

Date: _____

By: 
Perry Gilbert

Date: 11/07/2023

CC: Cris Goldy
Greg Clark
Mike Mounce
Tim Schenk



Project: Casper Family Aquatics Ctr Natatorium Improvements
Replace small chemical storage room roof that has standing water.

Date: Nov 01, 2023
Project #: 23JW073

| SUBCONTRACTOR | | | | | Total |
|--|----------------------|------|----|------------------------------------|---------------------------|
| 075000 | Big Horn Roofing Inc | | | Replace chemical storage room roof | \$ 6,460.00 |
| | | | | | <u>\$ 6,460.00</u> |
| GH Phipps Wyoming, LLC COORDINATION REQUIREMENTS | | | | | Total |
| 013112 | Project manager | 1.00 | HR | 100.00 | \$ 100.00 |
| 013124 | Superintendent | 2.00 | HR | 105.00 | \$ 210.00 |
| | | | | | <u>\$ 310.00</u> |
| COR MARK-UPS | | | | | Total |
| 006110 | Bond | | | | \$ 48.00 |
| 006210 | GL Insurance | | | | \$ 55.00 |
| 006220 | BR Insurance | | | | \$ 41.00 |
| 999999 | OH&P | | | | \$ 368.00 |
| | | | | | <u>\$ 512.00</u> |
| Total for this Change Order | | | | | <u>\$ 7,282.00</u> |



BIG HORN ROOFING, INC.

605 South Adams
Laramie, WY 82070
(307) 742-5706
(307) 721-2119 fax

520 Date Street
Cody, WY 82414
(307) 587-4592
(307) 527-4592 fax

www.bighornroofing.com

e-mail jason@bighornroofing.com

| | | |
|---|----------------------------|---|
| Submitted to Casper Family Aquatic Center | | DATE: October 23, 2023 |
| | | JOB NAME: Chemical Storage Roof |
| | | JOB LOCATION: Same |
| | | JOB PHONE: Same |
| | | ROOF AREA S.F. 144 |
| Phone | Perry Gilbert 307-234-8968 | DATE OF PLANS: |

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

- 1 Remove the old roof completely down to the steel deck.
- 2 Install a layer of 5/8" DensDeck prime over the entire roof and mechanically fasten it to the steel deck.
- 3 Install a layer of SA31 Air & Vapor barrier over the substrate board.
- 4 Install a single layer of 2.6" polyisocyanurate rigid insulation embedded in 2163 board adhesive.
All subsequent board layers will be embedded in ribbons of 2163 board adhesive.
- 5 Install a 1/4" per foot tapered insulation system with 1/2" per foot tapered crickets to direct water to the scupper.
- 6 Install a second layer of 2.6" polyisocyanurate rigid insulation.
- 7 Install a final layer of 1/2" DensDeck Prime coverboard.
- 8 Install a fully adhered white Sarnafil S327 80 mil PVC roof system according to the manufacturer's specifications.
- 9 Flash all penetrations utilizing the manufacturer's standard approved details.
- 10 Flash the parapet walls up and across the top with adhered membrane flashing and re-install the original coping.
- 11 Flash the adjoining wall up approx. 18" and seal with aluminum termination bar, sealant and a new saw cut counterflashing.
- 12 Install a new membrane coated sheet metal scupper insert and flash it in property.
- 13 Remove all construction debris from the site and dispose of the rubbish properly.
- 14 Provide an inspection and include this area with the new natatorium roof to be covered by specified warranty from Sarnafil.

NOTE: When accepting this proposal, please sign and date the original and return to the Big Horn Roofing in Laramie. Keep the extra copy for your records.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Six thousand four hundred sixty dollars \$6,460.00

Payment to be made as follows: Payment in Full Due Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal is subject to approval by local code officials.

Authorized Signature Jeremiah McAlpine

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature _____

You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____



1482 Commerce Drive, Unit Y
 P.O. Box 1323
 Laramie, WY 82073
 307-745-4866
 307-745-4867 (fax)

Change Order Request
No. E13006

Title: Slide Gelcoat Finish
Project: Casper Family Aquatics Ctr Natatorium Improvements
To: Terry Cottenoir
 City of Casper
 200 N. David
 Casper, WY 82601

Date: Nov 08, 2023
Job No.: 23JW073

DESCRIPTION OF PROPOSAL

GH Phipps Wyoming proposes applying a Gelcoat finish to the interior of the slides in lieu of buffing/waxing per Slide Rite recommendations. Update 11/8/2023 for painting bottom side of slide as discussed in conference call.

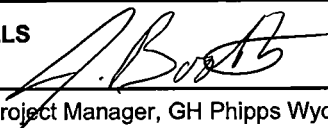
**** Please reference attached Change Order Worksheet for detailed cost breakdown.**

**** Schedule Impact:** Unless clarified above, GH Phipps Wyoming, LLC reserves the right to evaluate and/or revise the scheduled completion date and review general conditions for the project based on the cumulative impact of this and other changes in the future.

| SUMMARY OF COSTS | |
|---|---------------------|
| Subcontractors | \$ 24,200.00 |
| Change Order Request Mark-Ups | \$ 1,770.00 |
| TOTAL FOR ABOVE CHANGE ORDER REQUEST | |
| | \$ 25,970.00 |


- We have proceeded with this work per your direction
- Please notify us if you would like to proceed with this work by signing below and returning a copy to our office

APPROVALS

By: 
 Project Manager, GH Phipps Wyoming, LLC
 Date: 11/08/2023

By: _____
 Terry Cottenoir
 Date: _____

CC: Cris Goldy
 Greg Clark
 Mike Mounce
 Tim Schenk

By: 
 Perry Gilbert
 Date: 11/08/2023



Project: Casper Family Aquatics Ctr Natatorium Improvements
Slide Gelcoat Finish

Date: Nov 08, 2023
Project #: 23JW073

| SUBCONTRACTOR | | | Total |
|------------------------------------|--------------|--|---------------------|
| 099000 | Slide Rite | Recoat the exterior of water slides. | \$ 9,600.00 |
| 099000 | Slide Rite | Labor and materials to refinish the interior of the 2 water slides with a Gelcoat finish | \$ 14,600.00 |
| | | | <hr/> |
| | | | \$ 24,200.00 |
| COR MARK-UPS | | | Total |
| 006110 | Bond | | \$ 170.00 |
| 006210 | GL Insurance | | \$ 194.00 |
| 006220 | BR Insurance | | \$ 145.00 |
| 999999 | OH&P | | \$ 1,261.00 |
| | | | <hr/> |
| | | | \$ 1,770.00 |
| | | | <hr/> |
| Total for this Change Order | | | \$ 25,970.00 |

SlideRite
 11413 E.118 Pl
 Henderson, CO 80640 US
 7204296767
 mike@slideriteusa.com
 http://www.slideriteusa.com



ADDRESS
 Casper Family Aquatic Center

Estimate 1707

DATE 10/25/2023

| DATE | WORK DESCRIPTION | AMOUNT |
|------|---|-----------|
| | <p>This estimate is in lieu of buffing and waxing the interior of both slides. After site inspection both slides can not be buffed and waxed there's to much peeling and damage This is an additional cost if accepted</p> <p>Labor and materials to refinish the interior of 2 waterslides our process is as follows: 1. Clean and degrease all areas 2. Mechanically sand all areas 3. Repair all cracks and visible damage with Vinyl Ester Resin 4. Grind out all seams to 3/8 5. Clean and solvent rinse all areas to be GelCoated 6. Apply 20-40 mls of Gelcoat on the interior of slide 7. Fill seams with M-1 sealant</p> | 14,600.00 |
| | <p>Labor and materials to recoat the exterior of waterslides. Our process is as follows: 1. Pressure wash slide exterior 2. Sand damaged and peeling existing paint 3. Mask adjacent areas 4. Paint with SW Sherloxane 800 marine coating (color to match existing)</p> | 9,600.00 |

Thank you for the opportunity to work with you.
 If you have any questions call Mike Bencivenga at 720-429-6767
 or email mike.sliderite@gmail.com

TOTAL \$24,200.00

Accepted By

Accepted Date

MAXGUARD® NP // VA6 Premium Gelcoat / LE Technology

MAXGUARD NP // A6 is a new generation of premium gelcoats combining advanced performance with reduced emissions. MAXGUARD NP // A6 gelcoat gives the final products excellent UV and blister resistance, good cosmetics and a tough surface.

MAXGUARD NP // A6 is featuring Ashland's patented LE technology, it provides up to 50% less VOC emissions than standard gelcoat. This means a better working environment and savings in gelcoat consumption.

Typical liquid gelcoat properties

| Properties at 23 °C | Value | Unit | Method |
|------------------------------------|---------|------|-------------|
| Viscosity, Brookfield RV4, 100 rpm | 1450 | mPas | QC 2 |
| Viscosity, Brookfield RV4, 0,5 rpm | 110 000 | mPas | QC 2 |
| Film cure, 2% MEKP-50 | 50 | min | X.Inst.GC03 |

Application and use

MAXGUARD NP // A6 is a premium gelcoat for spray applications and is pre-accelerated. It is recommended for use in the marine or similar industries with high demand for final product surface properties.

Note: When applying the gelcoat, the layer must be 400 to 800 microns thick, depending on the intended use of the product manufactured.

Additional information

The economical advantage of using MAXGUARD NP // A6 with LE Technology compared to a standard gelcoat is a 10-15% lower gelcoat consumption due to an increase in transfer efficiency from 80% to 90%. These results are based on scale measurement of the total gelcoat amount sprayed and the final amount of gelcoat in the mold. The results correlate well with the infrared measurements. See table.

| Measurement | LE Technology | Standard |
|--------------------------------------|---------------|-----------|
| Styrene content | 28% | 39% |
| Spraying time | 3 minutes | 3 minutes |
| Gelcoat sprayed [▫] | 3,0 Kg | 3,0 Kg |
| Gelcoat in mold [▫] | 2,7 Kg | 2,4 Kg |
| Transfer efficiency | 90% | 80% |
| Emission when spraying ^{▫▫} | 3,6% | 7,0% |
| Total emission ^{▫▫} | 6,7% | 13,6% |

▫ by scale measurement

▫▫ by infrared measurement



Ashland is committed to continuous evolution of technology and service solutions that promote health, safety and environmental protection around the world.

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MAXGUARD® NP // VA6 Premium Gelcoat / LE Technology**Certificates and approvals**

MAXGUARD NP // A6 complies with the requirements set by classification societies like Det Norske Veritas, Lloyd's Register and Germanischer Lloyd's for building of small crafts.

The manufacturing, quality control and distribution of products, by Ashland Composite Polymers, are complying with one or more of the following programs or standards: Responsible Care, ISO 9001, ISO 14001 and OHSAS 18001 by BVQI.

Handling and storage

MAXGUARD NP // A6 is delivered in 25 kg pails and 220 kg open top drums. For good working practices, see Ashland's "Gelcoat Handling Guide". Maximum storage of gelcoat is 3 months at temperature under 25°C away from direct sunlight. The gelcoat must be gently stirred before use. Temperature of workshop, raw materials and tools should be 18 - 25°C and relative humidity below 70%. A high quality MEK peroxide should be used between 1,5 - 2,5%.

Notice

All information presented herein is believed to be accurate and reliable, and is solely for the user's consideration, investigation and verification. The information is not to be taken as an express or implied representation or warranty for which Ashland assumes legal responsibility. Any warranties, including warranties of merchantability or non-infringement of intellectual property rights of third parties, are herewith expressly excluded.

Since the user's product formulations, specific use applications and conditions of use are beyond the control of Ashland, Ashland makes no warranty or representation regarding the results which may be obtained by the user. It shall be the responsibility of the user to determine the suitability of any of the products mentioned for the user's specific application.

Ashland requests that the user reads, understands and complies with the information contained herein and the current Material Safety Data Sheet.

More information

Ashland Composite Polymers
European Headquarters
C / Frederic Mompou 5, 4 th Floor
08960 Sant Just Desvern
SPAIN
Phone: +34 93 206 51 20
Fax: +34 93 204 13 02



Ashland is committed to continuous evolution of technology and service solutions that promote health, safety and environmental protection around the world.

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* Registered service mark of the American Chemistry Council
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Technical Data Sheet

Polyether Technology

CSI Section No. 07 92 13

CHEM LINK

Construction & Maintenance

Telephone: 800-826-1681

Fax: 269-679-4448

353 E. Lyons Street
Schoolcraft, MI 49087

www.chemlink.com

Last Revision: 4/26/22

Document No. DS1270

Product Description

M-1® is a moisture curing, polyether adhesive/sealant designed for applications in damp, dry, or cold climates. **M-1®** is solvent free and contains no isocyanates. **M-1®** will not shrink upon curing, will not discolor when exposed to UV light, and can not "out-gas", or bubble on damp surfaces as urethane sealants often do. **M-1®** is capable of joint movement in excess of 35% in both compression and extension. **M-1®** can be used effectively in many difficult construction site conditions such as wet or dry climates and at temperatures as low as 32°F (0°C).

Applicable Performance Standards

- ASTM C920, Type S, Grade NS, Class 35
Uses NT, T₁, M, G, A & O
- ASTM E84, Class A
- ASTM D4586
- Federal Specification TT-S-00230-C Type II, Class B
- Corps of Engineers CRD-C-541, Type II, Class B
- Canadian Standards Board CAN 19, 13-M82
- SWR Institute Validated (Sealant Waterproofing and Restoration)
- Miami Dade County, Florida. NOA No.: 19-0709.02
Expiration Date: 09/19/2024

Regulatory Compliance

- Conforms to OTC Rule for Sealants and Caulks
- Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
- This product does not contain cancer causing chemicals listed in California Proposition 65.
- Conforms to USDA Requirements for Non-food Contact

Green Standards:

- LEED 2.2 for New Construction and Major Renovations:
Low Emitting Materials (Section 4.1) 1 Point
- NAHB Model Green Home Building Guidelines:
5 Global Impact Points
- VOC Content: less than 24 grams / liter ASTM D2369
EPA Method 24 (tested at 240°F / 115°C)

Advantages

- Solvent free, 100% solids will not shrink
- Non-slump, applies vertically and overhead
- 20 minute skin over
- No outgassing on damp surfaces
- Good color stability, will not suntan
- Paintable within 24 hours (See limitations)
- Gun grade, no special tools or mixing required
- Application at temperatures as low as 32°F (0°C)
- Made in the USA - ISO 9001:2015 certified

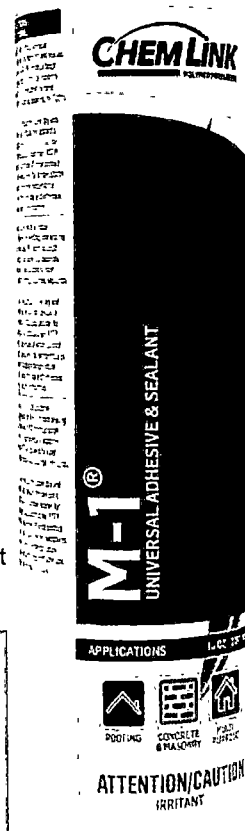
Colors

White, Gray, Tan, Limestone & Black

* Color matching is available in batch quantity only

Packaging

- **5 oz Squeeze Tube (148 ml)**
36 tubes/carton, 40 cartons/pallet
- **10.1 oz (300 ml)**
24 cartridges/carton, 45 cartons/pallet
- **20 oz (600 ml)**
12 sausages/carton, 40 cartons/pallet
- **28 oz (825 ml)**
12 cartridges/carton, 40 cartons/pallet
White only - Other colors available by special order
- **2 and 5 gallon pails or 50 gallon drums**
available by special order



Joint Preparation

Joint surfaces should be clean, dry and free from all contamination including: dirt, oils, grease, tar, wax, rust and any other substance that may inhibit the sealant's performance.

Joint Design

Install all joint applications per ASTM and SWRI recommendations and guidelines. Joints shall be designed with a depth to width ratio of 1:2 (joint depth one-half the width). Control the depth of the sealant by using a polyethylene backer rod that is 25% larger than the joint opening at standard temperature. To prevent three-point adhesion use a backer rod or bond breaker tape to ensure proper joint movement and a long lasting weatherproof seal. Where the joint configuration will not permit a backer rod, CHEM LINK recommends that an alternative bond breaker be used.

| Joint Width Inches (mm) | Joint Depth Inches (mm) |
|----------------------------|----------------------------|
| 1/4 - 1/2 (6-13) | 1/4 (6) |
| 1/2 - 3/4 (13-19) | 1/4 - 3/8 (6-10) |
| 3/4 - 1 (19-25) | 3/8 - 1/2 (10-13) |

CHEM LINK recommends an appropriate substrate primer to be used on high moving joints or dissimilar substrates which require increased adhesion properties.

| Typical Peel Values ASTM C794 | |
|-------------------------------|-------------------------|
| Vinyl | 55 pli cohesive failure |
| Glass | 55 pli cohesive failure |
| Aluminum | 55 pli cohesive failure |
| Cut Concrete (unprimed) | 36 pli cohesive failure |

| Compatible Substrates* |
|-------------------------------|
| EPDM and SBS Mod Bit |
| Asphalt Shingles |
| Aluminum and Galvanized Metal |
| Stainless Steel |
| Engineered Plastics, PVC |
| Glass |
| Fiberglass FRP |
| Wood |
| Block and Brick |
| EPS Foam |
| Concrete and Stone |
| EIFS, Stucco |

*Test and evaluate to ensure adequate adhesion.

Typical Physical Properties

| Gun Grade | Zero Slump | |
|---------------------|--|---|
| Viscosity | 1,200,000 cp +/- 400,000 cp | Brookfield RVF TF Spindle, 4 RPM, 73°F (23°C) |
| Density | 11.94 lbs per gallon | ASTM D1475 |
| Tack Free Time | 35 min +/- 10 min | 45 +/- 5 % R.H. |
| Elongation at Break | 525% | ASTM D412 |
| Hardness Shore A | 45 | ASTM C661 |
| Tensile Strength | 370 psi | ASTM D412 |
| Shear Strength | 390 psi | ASTM D1002 |
| Tear Strength | 111 pli | ASTM D624 |
| Low temp. flex | Pass -15°F (-26°C) 1/4 inch mandrel | ASTM D522 |
| Shrinkage | No visible shrinkage after 14 days | |
| Service Temperature | -40°F to 200°F (-40°C to 93°C) | |

Basic Uses

| |
|------------------------|
| Expansion joints |
| Pre-cast concrete |
| Block and Masonry |
| Window and door frames |
| Siding |
| Parapets |
| Cove Joints |
| Transportation |
| Weather Sealing |

Application Guidelines:

Concrete

Prior to application remove any residual contamination by mechanical abrasion, sand blasting or power washing. On green concrete, remove all release agents, friable and loose concrete. Dry all visible and standing water prior to applying M-1®. Install an appropriate backer rod to avoid three-point bonding.

Metal

Prepare all metal to ensure maximum adhesion. Remove all rust, scale and residue by wire brushing to a bright metal sheen. Remove films, loose or inappropriate coatings and oils with an appropriate solvent such as alcohol.*

**CHEM LINK recommends that coated substrates be tested for adhesion prior to starting a project. Please contact Technical Services for specific application guidelines and recommendations.*

Wood

Wood should be clean, sound and dry prior to sealant application. Allow treated wood to weather for six months prior to application. Remove all coatings and paint (or test for compatibility) to ensure proper bonding. Do not use on fire retardant lumber.

Priming

In most instances M-1® will not require a primer. However, certain applications or substrates may require a primer to ensure a long lasting bond and weatherproof seal. It is the applicator's responsibility to determine the need for a primer. CHEM LINK recommends a primer be used for any application where prolonged immersion is anticipated.

Clean-Up

Wet sealant can be removed using a solvent such as alcohol. Cured M-1® can be removed by abrading or scraping the substrate.

Storage

Store original, unopened containers in a cool, dry area. Protect unopened containers from water, heat and direct sunlight. Elevated temperatures will reduce shelf life. M-1® will not freeze.

Shelf Life

Twelve months from date of manufacture when stored at 70°F / 21°C with 50% relative humidity. High temperature and high relative humidity may significantly reduce shelf life.

Pails have a shelf life of six months.

Application Instructions

Remove all dirt, oil, loose paint, frost and other contamination from all working surfaces with alcohol DO NOT USE petroleum solvents such as mineral spirits or xylene. Maintain M-1® at room temperature before applying to ensure easy gunning and tooling. Test and evaluate to ensure adequate adhesion. Carefully gun the sealant with a smooth, continuous bead. If tooling is needed, do so within fifteen minutes of application.

Caution

Avoid prolonged contact with skin. Uncured adhesive irritates eyes. In case of contact with eyes immediately flush with water. Call a physician. Please refer to the SDS for first aid information.

See www.chemlink.com for most current SDS .

KEEP OUT OF REACH OF CHILDREN.

Limitations

- Horizontal applications will require tooling.
- In areas where prolonged chemical exposure is anticipated, contact Technical Services for recommendations.
- Allow treated wood to "cure" for six months prior to application per APA guidelines.
- Do not use in areas subject to continuous immersion.
- Do not store in elevated temperatures.
- Allow asphalt to cure a minimum of six months before applying M-1®
- Remove all coatings and sealers before application.
- Please contact customer service for application guidelines with temperatures below 32°F (0°C).
- Test and evaluate all paints before application. Polyurethane and oil based paints may dry slowly.
- Do not use on TPO without CHEM LINK TPO primer.
- Does not bond to Kynar 500® PVDF coated metals.



All properties described in this document are derived from testing conducted in laboratory conditions. Properties and performance will vary depending on environmental conditions and application technique. Test and evaluate to determine appropriate usage. Visit www.chemlink.com for the Safety Data Sheet, Technical Data Guides and full warranty for this product.

LIMITED WARRANTY: **CHEM LINK** warrants this product's performance, provided it is properly stored and applied within 1 year. If this **CHEM LINK** material is proved to be defective, return remaining product and purchase receipt for refund or replacement of product exclusive of labor or cost of labor. This is the sole and exclusive remedy for defects or failure of this product. User must read and follow the direction of the current Technical Data Guide and SDS prior to product use. User determines suitability of product for intended use and assumes all risks. Manufacturer shall not be liable for damages (including consequential or incidental damages) in excess of the purchase price, except where such exclusion or limitation is prohibited by state law. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; except for the above express warranty given by manufacturer, the product is sold with all faults. **CHEM LINK** SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS. This warranty gives you specific legal rights, and you may also have other rights in the U.S. which vary from state to state. For warranty claim information, call 800-826-1681.

RESOLUTION NO. 23-267

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH GH PHIPPS WYOMING, LLC, FOR THE CASPER FAMILY AQUATICS CENTER NATATORIUM IMPROVEMENTS, PROJECT NO. 21-031.

WHEREAS, the City of Casper entered into an Agreement with GH Phipps Wyoming, LLC, on July 18, 2023, to remove and replace the damaged structural roof deck, vapor barrier, and membrane roofing systems, and provide improvements to the interior structures and the mechanical and electrical systems, utilizing a phased construction schedule over two summers, at the Casper Family Aquatics Center for the Casper Family Aquatic Center Natatorium Improvements, Project No. 21-031; and,

WHEREAS, the City of Casper desires to accept Change Order No. 1 in the amount of One Hundred Eighteen Thousand Nine Hundred Ninety-Five and 75/100 Dollars (\$118,995.75) for repairs to the structural columns, color selection for metal panels, replacement of the roof over the chemical storage room, and applying Gelcoat and painting the underside of the slides; and,

WHEREAS, GH Phipps Wyoming, LLC, is able and willing to provide those services, specified as Change Order No. 1 to the Agreement for the Casper Family Aquatic Center Natatorium Improvements, Project No. 21-031, 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. 1 to the Agreement with GH Phipps Wyoming, LLC, for a price increase in the amount of One Hundred Eighteen Thousand Nine Hundred Ninety-Five and 75/100 Dollars (\$118,995.75) for the Casper Family Aquatic Center Natatorium Improvements, Project No. 21-031, for those services.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2023.

APPROVED AS TO FORM:
(Casper Family Aquatic Center Natatorium Improvements, Project No. 21-031)






ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 17, 2023

TO: J. Carter Napier, City Manager 
FROM: Tom Brauer, Chief Operating Officer 
Cynthia Langston, Solid Waste Division Manager
Alex Sveda, P.E., City Engineer 
Scott R. Baxter, P.E., Associate Engineer
Sean Orszulak, Solid Waste Division Superintendent

SUBJECT: Authorizing a Professional Services Contract for Hazardous Waste Disposal Services, Project No. 23-043, with Veolia ES Technical Solutions, L.L.C., in an amount not to exceed \$450,000.

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action Type

Resolution

Recommendation

That City Council, by Resolution, authorize a Professional Services Contract for Hazardous Waste Disposal Services, Project No. 23-043, with Veolia ES Technical Solutions, L.L.C. (Veolia), in an amount not to exceed \$450,000.

Summary

The Solid Waste Division (SWD) has procured the services of Veolia to ship and dispose of hazardous wastes since 2016. Prior to 2016, the SWD staff used Safety Kleen to ship and dispose of hazardous waste. Safety Kleen does not provide disposal services for poisons, herbicide and pesticides that meet the City's requirements for streamlined packaging. In addition, Safety Kleen's prices continued to rise and exceed Veolia prices. Safety Kleen and Veolia are the only vendors that provide shipping and disposal of hazardous waste in the State of Wyoming. Veolia's prices continue to be substantially lower than Safety Kleen, and they provide superior customer service and meet the City's requirements for packaging and manifesting poisons, herbicides, and pesticides collection. Staff recommends continuing to purchase our hazardous waste disposal services with Veolia in an ongoing manner, incorporating \$90,000.00 per fiscal year from FY25, beginning July 1, 2024, through FY29, ending June 30, 2030.

Financial Considerations

Funding is from Budgeted Balefill Reserves for Operations; GL account 2060044-6255 Special Waste Other Contractual.

Oversight/Project Responsibility

Sean Orszulak, Solid Waste Superintendent / Michael Bratvold, Special Waste Supervisor

Attachments
Resolution
Professional Services Contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services (“Contract”) is entered into on this 5th day of December, 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. Veolia ES Technical Solutions, L.L.C., 9131 East 96th Avenue, Henderson, Colorado 80640 (“Contractor”).

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

RECITALS

- A. The City is undertaking a project to procure services to remove and properly treat and dispose of hazardous and non-hazardous wastes.
- B. The project requires specialized professional services for the work.
- C. The Contractor represents that it is ready, willing, and able to provide the professional services to the City as required by this Contract.
- D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project: Exhibit “A”, Page 1 of 5 through Page 5 of 5, which is attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken beginning July 1, 2025, and completed on or before the 30th day of June 2030.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) per City of Casper fiscal year (July 1 through June 30) and not to exceed a sum of Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) in total.

4. METHOD OF PAYMENT:

Payment will be made following completion of the terms set forth herein and receipt of an itemized invoice, certified under penalty of perjury, from the Contractor for services rendered in conformance with the Contract, and following approval by the Casper City Council. The invoice for payment must specify the correct amount due; that the Contractor has performed the services rendered under this Contract, in conformance with the Contract, and that it is entitled to receive the amount requested under the terms of the Contract.

If amounts owed by the Contractor to the City for any goods, services, licenses, permits or any other items or purpose remain unpaid beyond the City's general credit policy, those amounts may be deducted from the payment being made by the City to the Contractor pursuant to this Contract.

5. TERMS AND CONDITIONS:

This Contract is subject to and incorporates the provisions attached hereto as PART II -- GENERAL TERMS AND CONDITIONS.

6. EXTENT OF CONTRACT:

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

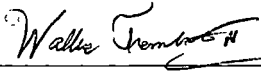
The City and the Contractor each individually represent that they have the requisite authority to execute this Contract and perform the services described in this Contract.

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

[Signature Pages Follow]

Signature Page for the City

APPROVED AS TO FORM



CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST

Ray Pacheco
Mayor

Amanda Ainsworth
City Clerk

Signature Page for the Contractor

WITNESS

CONTRACTOR

Veolia ES Technical Solutions, L.L.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

CONTRACT FOR PROFESSIONAL SERVICES

PART II - GENERAL TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT:

1.1 The City may terminate this Contract anytime by providing thirty (30) days written notice to the Contractor of intent to terminate said Contract. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

1.2 Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City, by virtue of termination of the Contract by the Contractor, or any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor are determined.

2. CHANGES:

The City may, from time to time, request changes in the scope of the services of the Contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be incorporated in written amendments to this Contract.

3. ASSIGNABILITY:

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City: provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer shall be furnished to the City within five (5) business days of any assignment or transfer.

4. AUDIT:

The City and its representatives shall have access and obtain at its discretion, copies to any books, documents, papers, electronic data and records of the Contractor, which are pertinent to this Contract. The Contractor shall immediately, upon receiving written instruction from the City, provide to any independent auditor or accountant all books, documents, papers, electronic data and recordings of the Contractor which are pertinent to this Contract. The Contractor shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the City.

5. EQUAL EMPLOYMENT OPPORTUNITY:

In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices required by the government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

6. OWNER OF PROJECT MATERIALS:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, and reports prepared by the Contractor under this Contract shall be considered the property of the City, and upon completion of the services to be performed, or termination of this Contract, they will be turned over to the City provided that, in any case, the Contractor may, at no additional expense to the City, make and retain such additional copies thereof as the Contractor desires for its own use; and provided further, that in no event may any of the documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates, or other reports retained by the Contractor be released to any person, agency, corporation, or organization without the written consent of the City.

7. FINDINGS CONFIDENTIAL:

All reports, information, data, etc., given to or prepared, or assembled by the Contractor under this Contract are confidential and shall not be made available to any individual or organization by the Contractor without the prior written consent of the City.

8. CHOICE OF FORUM AND STATUTE OF LIMITATIONS:

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Wyoming sitting in Casper, Wyoming. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent allowable, Wyoming's statute of limitations also applies.

9. GOVERNING LAW:

This Contract, including all exhibits, schedules, attachments, and appendices attached hereto, and all matters arising out of or relating to this Contract, are governed by, and construed in accordance with, the laws of the State of Wyoming, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wyoming.

10. PERSONNEL:

The Contractor represents that it has, or will secure, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the City. All of the services required shall be performed by the Contractor, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by the Contractor shall be employed in conformity with applicable local, state or federal laws.

11. SUBCONTRACTOR:

The Contractor shall not employ any subcontractor to perform any services in the scope of this project, unless the subcontractor is approved in writing by the City. Any approved subcontractor shall be paid by the Contractor.

12. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work, the Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its subcontractors, agents, representatives, or employees.**

B. *Minimum Scope and limit of Insurance.*

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than the sum of One Million Dollars (\$1,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit). The CGL policy shall be endorsed to contain Employers Liability/Stop Gap Coverage
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9

(non-owned), with limit no less than Five Hundred Thousand (\$500,000) per accident for bodily injury and property damage.

3. Workers' Compensation: as required by the State of Wyoming with Statutory Limits.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than the sum of Two Million Dollars (\$2,000,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Two Million Dollars (\$2,000,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location.

C. *Higher Limits.* If the Contractor maintains broader coverage and/or higher limits than required under this Agreement, then the City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. *Other Insurance Provisions*

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract, the Contractor's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Contractor as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

3. *Notice of Cancellation*

Each insurance policy required above shall state that coverage shall not be canceled, materially changed, or reduced, except with notice to the City. Such notice to the City shall be provided in a commercially reasonable time.

4. *Waiver of Subrogation*

The Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. *Deductibles and Self-Insured Retentions*

The Contractor has two options regarding deductibles and self-insured retentions:

- a. Option 1: Any deductibles or self-insured retentions must be declared to and approved by the City. Unless otherwise approved by the City in writing, any deductible may not exceed Ten Thousand Dollars (\$10,000). Unless otherwise approved in writing by the City, self-insured retentions may not exceed Ten Thousand Dollars (\$10,000), and the City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- b. Option 2: The Contractor shall carry insurance with terms that require its insurance company to pay the full value of a covered claim from the first dollar of coverage, even if the Contractor is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Contractor shall provide a written endorsement from its insurance carrier that such insurance coverage is in place, and shall keep such coverage in place during the term of this Contract and any subsequent time period required for claims made policies.

6. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise agreed to in writing by the City.

7. *Claims Made Policies*

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*. However, the Contractor's liabilities under this Contract shall not be deemed limited in any way by the insurance coverage required.

- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work and at all times thereafter until the applicable statute of limitations runs.

8. *Verification of Coverage*

The Contractor shall furnish the City with original certificates of insurance including all required amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. *Subcontractors*

The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

The City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. The Contractor agrees to indemnify the City, the City’s employees, elected officials, appointed officials, agents, and volunteers, and all additional insured and hold them harmless from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses, and attorney's fees incurred related thereto, to the extent arising from negligence, fault or willful and wanton conduct of the Contractor and any subcontractor thereof.

13. LIMITATION OF LIABILITY:

In no event shall the City, the City’s employees, elected officials, appointed officials, or agents be liable under this Contract to the Contractor or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages or lost profits or revenues, or diminution in value, arising out of, relating to, or in connection with any breach of this Contract, regardless of (a) whether such damages were foreseeable (b) whether or not the Contractor was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

14. INTENT:

The Contractor represents that it has read and agrees to the terms of this Contract and further agrees that it is the intent of the parties that the Contractor shall perform all of the services for the compensation set forth in this Contract. The Contractor also agrees that it is the specific intent of the parties, and a material condition of this Contract, that it shall not be entitled to compensation for other services rendered unless specifically authorized by the City by Resolution of its governing body. The Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

15. WYOMING GOVERNMENTAL CLAIMS ACT:

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

16. NO THIRD PARTY BENEFICIARY RIGHTS:

The parties to this Contract do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

17. FORCE MAJEURE:

Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, pandemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

18. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming

and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

PRICING QUOTATION

November 14, 2023

City of Casper

2024 Pricing

Dear Scott Baxter:

Thank you for requesting pricing for the proper handling, treatment and/or recycling of your radioactive waste from Veolia ES Technical Solutions, L.L.C (Veolia). Based upon the information you provided, we have prepared a customized solution based upon review of that information, and includes the following scope of work list below.

Effective Date of Pricing – January 1, 2024

Scope of Work:

- Provide a two-person crew to include (1) Supervisor and (1) Field Technician. All personnel are trained and authorized for Hazardous Waste Site Operations per OSHA's 29CFR1910.120.
- Hazard Classification (DOT Hazard Class).
- Chemical Segregation for compatibility, hazard class and disposal requirements.
- Packaging in accordance with DOT regulations (49 CFR), and over packing, when required.
- Preparation packing slips, listing materials packed in each container.
- Proper labeling, according to state and federal regulations.
- Loading and transportation services via MCS-90 endorsed DOT transporter.
- Provide return manifest copies back to the generator within 45 days of shipment.
- Treatment and/or Disposal at a customer approved treatment/recycling facility.
- Complete tracking documentation following the disposition of materials.
- Veolia or an approved subcontractor will provide transportation of customer containers after waste has been approved

Price Summary:



PRICING QUOTATION

| Catalog Item: Item Cod. | Billing Description | 2024 Price | Uni. | Min Price |
|-------------------------|---|------------|--------|-----------|
| BT-ALK-RE | Alkaline Batteries for Recycle | \$1 80 | LB | \$80.63 |
| BT-LA DRY | Recycle - Lead Acid Batteries - Sealed | \$1 11 | LB | \$80.63 |
| BT-LITHION | LITHIUM ION BATTERIES | \$0.66 | LB | \$80.63 |
| BT-NICAD | Ni-Cd Batteries -UNIVERSAL WASTE | \$1.28 | LB | \$80.63 |
| BT-NIMET | Recycle - NI-MH BATTERIES -UNIVERSAL WASTE | \$0 76 | LB | \$80 63 |
| CGY007 | CYLINDERS (GROUP G -highly toxic gases)HYDROGEN SULFIDE GAS Small | \$1,290.00 | SMCYL | |
| DCN | DCN LABPACK 10 Gal | \$122.55 | 10 GAL | |
| DCN | Lab Pack - DCN - 2-5 Gallons | \$107.50 | 5 GAL | |
| DCR | LABPACK DCR 10 Gallons | \$333 25 | 10 GAL | |
| DCR | LABPACK DCR 30 Gallons | \$1,045.96 | 30 GAL | |
| DCR | LABPACK DCR 2-5 Gallons | \$182.75 | 5 GAL | |
| DST | TCE CONTAMINATED SOIL | \$2.04 | LB | \$182.75 |
| FB1 | High BTU Fuels | \$97.03 | 55 GAL | |
| A | AEROSOLS | \$2.25 | LB | \$185.00 |
| FB20 | LSPK OF FLAMMABLES | \$403.13 | 55 GAL | |
| FBLP | LOOSEPACK OF PESTICIDE LIQ | \$312 51 | 55 GAL | |
| FEE10 | EPA E-MANIFEST FEE | \$27.50 | EACH | |
| FEE160 | ES&I FEE FIXED (5%) | 5.00% | PERCNT | |
| HHS | LOOSEPACK OF INORGANIC ACIDS 15 Gallons | \$2.26 | LB | |
| HHS | LOOSEPACK OF INORGANIC ACIDS 20 Gal | \$2.26 | LB | |
| HHS | LOOSEPACK OF INORGANIC ACIDS 30 Gal | \$2.26 | LB | |
| HHS | LOOSEPACK OF INORGANIC ACIDS 5 Gal | \$2.26 | LB | |
| HHW | LOOSEPACK OF PESTICIDE SOLIDS | \$269.44 | 55 GAL | |
| HPN | HPN Lab Pack 55 Gal | \$1,182.50 | 55 GAL | |
| INC1 | Solid material for consolidation and incineration | \$312.51 | 55 GAL | |
| INC2 | CONSOLIDATED PHOTOCHEMICALS | \$268.75 | 55 GAL | |
| LBR25 | Environmental Specialist | \$85.00 | HOUR | |
| LBR33 | Project Manager - Overtime | \$132.30 | HOUR | |
| LBR62 | Project Manager | \$110.00 | HOUR | |
| LBR85 | Technician | \$85 00 | HOUR | |
| LCY07 | PHENYLMAGNESIUM CHLORIDE IN THF Medium | \$2,491.85 | MDCYL | |
| LF2 | SODA ASH | \$295.63 | 55 GAL | |
| LF3 | SULFUR | \$306.38 | 55 GAL | |
| LF32 | Alkaline Liquid/Solid/Sludge 51-75% for Stabilization | \$355.61 | 55 GAL | |
| LF39 | PHOTO FIXER WASTE | \$413.88 | 55 GAL | |
| LF4 | CONSOLIDATED INORGANIC ACIDS - 45757 | \$833.79 | 55 GAL | |
| LF53 | Mixed Acids- Acid 76% to 100% concentration, <10,000 ppm Metals | \$833.79 | 55 GAL | |
| LF55 | GARRATT-CALLAHAN FORMULA 2212 | \$516.00 | 55 GAL | |
| LP-FCMP01 | Recycle - Compact Fluorescent Lamps CFL, U-SHAPED, CIRCULAR BULBS | \$1 88 | EACH | \$107.50 |
| LP-FDM | RECYCLE - CRUSHED FLUORESCENT LAMPS (DRUMMED) | \$700.37 | 55 GAL | |
| LPHGC | MERCURY LAB PACK 2-5 Gal | \$876.13 | 5 GAL | |
| LPINCIN | LOOSEPACK OF BASES 15 Gal | \$193.50 | 15 GAL | |
| LPINCIN | LOOSEPACK OF PESTICIDE LIQ | \$312.51 | 55 GAL | |
| LST | LOOSEPACK OF PESTICIDE LIQ | \$312.51 | 55 GAL | |
| LST | NON REG LIQUIDS LOOSEPACK | \$2.96 | LB | \$116.10 |
| MAT10 | New 5 Gal Poly Open Head Pail UN/Liquid Rated | \$31 18 | EACH | |
| MAT11 | PIH Box - 4L - 5 Gallon Toxic Inhalation | \$71.76 | EACH | |
| MAT124 | LABPACKER10 | \$13.98 | EACH | |
| MAT125 | LABPACKER20 | \$18.28 | EACH | |
| MAT127 | LABPACKER5 | \$12.90 | EACH | |
| MAT177 | Bags of Vermiculite | \$43.00 | EACH | |
| MAT31 | 151H2 - 15-Gallon Open-Top Poly Containe | \$99 98 | EACH | |
| MAT4 | 021H2 - 2-Gallon Open-Top Poly Container | \$13.98 | EACH | |
| MAT46 | New 30 Gal. Steel Tight Head UN Rated | \$86 00 | EACH | |
| MAT50 | New 30 Gal. Poly Open Head UN Rated | \$87.08 | EACH | |
| MAT62 | 551A2 - 55 GAL OPEN TOP METAL DRUM | \$86.18 | EACH | |
| MAT65 | New 55 Gal. Poly Open Head UN Rated XRated-Bolt | \$149.43 | EACH | |
| MC-HG | Mercury Lab Pack 2-5Gal | \$96.33 | LB | |
| OR18 | Flammable Aerosol Cans for Recovery | \$226.33 | 55 GAL | |
| OR98 | METHYLAMINE Medium | \$161.25 | MDCYL | |
| PDS | PCB SOLIDS FOR INCINERATION | \$2.14 | LB | \$455.53 |
| TRANS3 | PICK-UP FEE (W/ LABOR) | \$860.97 | EACH | |
| TRANS39 | OUTBOUND TRANS 31-55 GAL | \$36.00 | EACH | |
| TRANS40 | OUTBOUND TRANS 21-30 GAL | \$27.00 | EACH | |

This estimate



PRICING QUOTATION

observes the following general terms and conditions:

- Energy and Security Surcharge (ESS): A fluctuating Energy and Security Surcharge (ESS), as quoted, will be applied to the total invoice.
- Veolia ES Technical Solutions, L.L.C. (Veolia) surcharge program is designed to recover those fuel, energy, security, and insurance costs that have or will impact our facility, field service, and transportation operations. Veolia will apply the surcharge percent based upon the date of shipment and type of service to each invoice, less any local, state, and federal taxes and or fees.
- Our Fuel and Energy, Security, and Insurance surcharge program defined within our program table is tied to the US Department of Energy on-highway national diesel fuel prices, as published at www.eia.doe.gov. It is applied the first Monday of each month, after 4:00 PM. EST.

| Fuel Surcharge | | | Energy, Security, and Insurance Surcharge | | |
|---|--------|-------|---|--------|-------|
| Bulk Shipments (% of Transportation Price) | | | Container Shipments (% of Total Invoice) | | |
| \$3.00 | \$3.09 | 20.0% | \$3.00 | \$3.09 | 14.0% |
| \$3.10 | \$3.19 | 21.0% | \$3.10 | \$3.19 | 14.5% |
| \$3.20 | \$3.29 | 22.0% | \$3.20 | \$3.29 | 15.0% |
| \$3.30 | \$3.39 | 23.0% | \$3.30 | \$3.39 | 15.5% |
| \$3.40 | \$3.49 | 24.0% | \$3.40 | \$3.49 | 16.0% |
| \$3.50 | \$3.59 | 25.0% | \$3.50 | \$3.59 | 16.5% |
| \$3.60 | \$3.69 | 26.0% | \$3.60 | \$3.69 | 17.0% |
| \$3.70 | \$3.79 | 27.0% | \$3.70 | \$3.79 | 17.5% |
| \$3.80 | \$3.89 | 28.0% | \$3.80 | \$3.89 | 18.0% |
| \$3.90 | \$3.99 | 29.0% | \$3.90 | \$3.99 | 18.5% |
| \$4.00 | \$4.09 | 30.0% | \$4.00 | \$4.09 | 19.0% |
| \$4.10 | \$4.19 | 31.0% | \$4.10 | \$4.19 | 19.5% |
| \$4.20 | \$4.29 | 32.0% | \$4.20 | \$4.29 | 20.0% |
| \$4.30 | \$4.39 | 33.0% | \$4.30 | \$4.39 | 20.5% |
| \$4.40 | \$4.49 | 34.0% | \$4.40 | \$4.49 | 21.0% |
| \$4.50 | \$4.59 | 35.0% | \$4.50 | \$4.59 | 21.5% |
| \$4.60 | \$4.69 | 36.0% | \$4.60 | \$4.69 | 22.0% |
| \$4.70 | \$4.79 | 37.0% | \$4.70 | \$4.79 | 22.5% |
| \$4.80 | \$4.89 | 38.0% | \$4.80 | \$4.89 | 23.0% |
| \$4.90 | \$4.99 | 39.0% | \$4.90 | \$4.99 | 23.5% |
| \$5.00 | \$5.09 | 40.0% | \$5.00 | \$5.09 | 24.0% |

- Container Shipments: For container shipments, an Energy, Security, and Insurance surcharge percent will be applied to the entire invoice amount including the disposal, transportation, manpower and material costs less any local, state and federal taxes and or fees.
- Bulk Shipments: For bulk shipments (roll-offs, vacuum & tank trucks, etc.) a fuel surcharge percent will be applied to the transportation portion of the invoice only, less any local, state or federal taxes and or fees.
- Notes: For diesel fuel prices greater than \$5.09 per gallon, the Fuel Surcharge (FS) will increase by 1.0% and the Energy, Security, and Insurance surcharge (ES&I) will increase by 0.5% for every \$0.10 per gallon increase in fuel. Due to unusually high diesel fuel prices in California, the State average will be used for determining fuel surcharges applied to bulk shipments.
- This is an estimate only. Charges will be based on actual labor, equipment, material, transportation, disposal and miscellaneous fees as described in the pricing schedule.
- Work will be performed under the terms and conditions of the VEOLIA Services Agreement entered into between the parties.
- Proposal is valid for 30 days from date of issuance.
- Veolia must receive a signed quotation prior to shipment of waste.
- Containers must be DOT approved for transportation.
- Over pack Fee:
 - A fee of \$250.00 per drum will be assessed for each drum that requires over-packing at the time of pickup or upon receipt at the facility (TSDF).
 - A \$65.00 surcharge for customer over-packed drums will be assessed.
- The waste material conforms to the Waste Information Profile (WIP) specifications.
- Material is subject to additional charges if the waste or packaging does not conform to the listed terms and conditions. Veolia's Customer Service Representative will issue notification and a quotation if additional charges are beyond those specified.



PRICING QUOTATION

- Rejection Fees: Partial or full load rejections will be charged at \$750.00 per occurrence.
- Loads that need to be returned to generator will be quoted an additional return transportation charge at the time of occurrence.
- Demurrage: allowed loading or unloading time is 1-1/2 hours. Excess time is charged at \$85.00 per hour, with a minimum of one-hour charge.
- Labor Fees: As specified in the Pricing Schedule.
 - Labor for Lab Pack Jobs will be billed Portal to Portal plus One. Portal to Portal plus One means the time from departure of office until return to the office plus one hour to cover administrative and pre & post trip activities.
 - Straight time for up to eight hours.
 - Time and one half for all hours over eight and less than twelve.
 - Double Time for all hours over 12.
 - Holiday Rates will be charged at Double Time and one half.
- Unless provided with a valid certificate of exemption or other evidence that items are not taxable, Veolia will invoice Customer for all applicable Local, State, and Federal taxes.
- For alternate drum sizes, the following odd size container charges will apply:

| Drum Waste Stream Proration Table | % of 55 |
|-------------------------------------|-------------|
| Container Size | Gallon Rate |
| Tote >=300 Gal | CBC |
| Cubic Yard Box/Pallet/Tote <300 Gal | CBC |
| 97 - 110 Gal Drum | 200% |
| 56 - 96 Gal Drum | 175% |
| 31 - 55 Gal Drum | 100% |
| 21 - 30 Gal Drum | 75% |
| 6 -20 Gal Drum | 60% |
| 5 Gal Pail or Less | 40% |

All work performed will be in strict compliance with all federal, state and local regulations and laws. The generator must also comply with all applicable laws and regulations pertaining to generators of hazardous waste. Veolia cannot accept improperly identified or unidentified materials.

Reclaim Product Language (if applicable)

*Recycling Legitimacy Questionnaire may be required prior to acceptance of a direct reuse agreement
 Certificate of Analysis can be provided by Veolia for \$75.00 per product stream
 Reclamation acceptance is dependent on the profile’s acceptable constituents and may be impacted by the market for the reclaimed product. In the event that reclamation becomes uneconomical, Veolia will reach out with alternative solutions for the stream.*

Reactive Chemical Language (if applicable)

Some of the chemicals may not avail themselves for disposal in this manner. Due to their highly reactive nature (chemical explosives, organic peroxides, peroxide formers, pyrophorics, flammable solids, dangerous when wet and other controversial items), innovative disposal technologies have been developed to specifically address these areas.

Should such reactive materials be encountered during the scope of this project, Veolia will identify these and prepare an inventory. This inventory will serve as the basis for a quotation from Veolia’s Highly Reactive and Explosive materials specialists. The ensuing quotation will cover all aspects of handling, labor, packaging, transportation and disposal.

Depending upon the method of disposal and the location of the disposal facility, other applicable hazardous waste taxes and/or surcharges imposed by the state will be charged.



PRICING QUOTATION

The foregoing price quote is firm, provided that the materials covered by the quote conform to the descriptions and quantities listed. In the event that the quantity of material differs from the amount listed in the quote or the nature of the material differs from the description listed, additional charges may apply. ~~This quote will remain valid for thirty (30) days from the date of this letter.~~ This quotation supersedes any previous or existing quotations for similar services. The pricing offered may be subject to proper profiling and approval of the waste stream in accordance with the destination disposal facility's waste acceptance requirements.

In the event your waste materials qualify as LTL (less than truckload) transportation may require up to 10 business days between pick up request and actual pick up date, depending upon geographical location. Expedited services can be arranged upon request, but will be assessed additional fees. Waste materials shipped to Veolia in salvage drums will be subject to additional handling fees.

~~In the event you have an existing agreement in place with Veolia, the work will be performed in accordance with the terms of that agreement and no further contracting is required, other than acceptance of this price quote.~~

~~Your approval of this quotation is required by signing the attached document and returning it via fax or email as indicated; however, your verbal approval of the quote by your designated representative giving Veolia authority to commence the Services based on such verbal approval will constitute approval of these terms and conditions.~~

~~To obtain services, we request you complete, sign and return either by fax or email the completed Environmental Services Agreement (ESA) and Credit Application. Once the information is reviewed and approved, we can schedule the work at a time mutually agreed to by both parties. Veolia accepts Visa, MasterCard and American Express payments.~~

~~Feel free to contact me at the number below should you require additional information or have questions about our services. We certainly look forward to developing a mutually beneficial relationship.~~

VEOLIA INDUSTRIAL BUSINESS

AGREED TO AND ACCEPTED BY:

Ryan Meron
Account Manager – Mountain Branch
T: (720) 366-1536
E: ryan.meron@veolia.com

Signature: _____

Name: _____

Title: _____

Date: _____

PO #: _____

RESOLUTION NO. 23-268

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH VEOLIA ES TECHNICAL SOLUTIONS, L.L.C., FOR HAZARDOUS WASTE DISPOSAL SERVICES, PROJECT NO. 23-043.

WHEREAS, the City needs professional services to ship and dispose of hazardous waste; and,

WHEREAS, Veolia ES Technical Solutions, L.L.C. (Veolia), represents that it is ready, willing, and able to provide the equipment as required by the Contract between Veolia and the City; and,

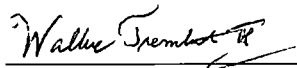
WHEREAS, the City desires to retain Veolia to furnish the required services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Contract for Professional Services with Veolia for the work.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00).

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

November 8, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Jack Moore, Acting Fire Chief
Jason Speiser, Deputy Chief
SUBJECT: Regional Response Grant 23-SHSP-RR2-RR-INT-1 in the amount of
Twelve Thousand Dollars \$12,000 for the Purchase of Mobile Radios

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Resolution

Recommendation

That Council, by resolution, approve Regional Response Grant 23-SHSP-RR2-RR-INT-1 of Twelve Thousand Dollars \$12,000 for Regional Response mobile radios.

Summary

Regional Response Grant 23-SHSP-RR2-RR-INT-1 of \$12,000 will be used to purchase a Regional Response mobile radios for regional response vehicles to replace radios that have reached the end of their service life. This will be replacement equipment that will allow crews to safely and effectively communicate on regional response hazmat calls.

Financial Considerations

This grant provides full funding and does not require a match.

Oversight/Project Responsibility

Jason Speiser; Deputy Chief

Attachment

Grant Award Agreement Regional Response Grant 23-SHSP-RR2-RR-INT-1.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2023**

| | |
|-------------------------------|--|
| Subrecipient: | City of Casper |
| UEI # | HXH4C4Y14JR5 |
| Federal Award Amount: | \$12,000.00 |
| Period of Performance: | September 1, 2023 through August 31, 2025 |
| CFDA #: | 97.067 |
| DHS Grant Code: | EMW-2023-SS-00061 |
| Federal Award Date: | September 12, 2023 |
| Project ID: | 23-SHSP-RR2-RR-INT-1 |

- 1. Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
- 2. Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Regional Emergency Response Team to improve the ability of City of Casper to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.
- 3. Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2023 through August 31, 2025. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed twelve thousand dollars and no cents (\$12,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental

expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Complete the project described in Attachment A, Project Description.
- B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.
- D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2023 – February 28, 2024.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the

Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i)** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii)** Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii)** Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of

1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal

funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

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

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

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of eleven (11) pages, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.
- M. 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.
- N. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this 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.

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief

5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. 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. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of

Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. 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 Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **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.

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:


City of Casper

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM

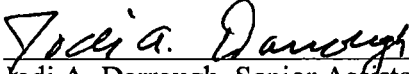


Attorney

11/1/23

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Jodi A. Darrough, Senior Assistant Attorney General

11/23/23

Date



**2023 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM**

| | |
|---------------------------|--------------------------|
| Jurisdiction Name: | Regional Response Team 2 |
| Grant Project ID: | 23-SHSP-RR2_RR-INT-1 |
| Mailing Address: | 200 N. David |
| City, ST ZIP | Casper, WY 82609 |

| | |
|----------------------------------|-----------------------|
| Grant Administrator Name: | Jason Speiser |
| Title: | Deputy Chief |
| Phone Number: | 307-233-6601 |
| Email: | jspeiser@casperwy.gov |

| | |
|-------------------------------------|----------------------|
| Authorized Point of Contact: | Jennifer Scott |
| Title: | Grant Coordinator |
| Phone Number: | 307-235-8222 |
| Email: | jescott@casperwy.gov |

Form must be signed by a signatory on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and return to Grant Program Manager:

Darryl Erickson, Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

Attachment A: Project Description

Subrecipient City of Casper

Project ID: 23-SHSP-RR2-RR-INT-1

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

| Description | Amount |
|---|--------------------|
| Eligible Expenses as follows: <ul style="list-style-type: none">• Purchase of P25 compliant radio(s) as described in the 23-SHSP application. | \$12,000.00 |

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: AGREEMENT ARTICLES

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00061-S01

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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

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

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.

sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

RESOLUTION NO. 23-269

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER IN THE AMOUNT OF \$12,000 TO PROCURE MOBILE RADIOS.

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Twelve Thousand Dollars (\$12,000); and,

WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Twelve Thousand Dollars (\$12,000). The grant funds will be used to purchase P25 Compliant Motorola Radios.

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 above-described Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above-described Grant Award Agreement.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 8, 2023

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

FROM: Jack Moore, Acting Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Regional Response Grant 23-SHSP-RR2-RR-INT-2 in the amount of
Twenty-Eight Thousand Dollars \$28,000 for the Purchase of Portable
Radios

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Resolution

Recommendation

That Council, by resolution, approve Regional Response Grant 23-SHSP-RR2-RR-INT-2 of
Twenty-Eight Thousand Dollars \$28,000 for Regional Response portable radios.

Summary

Regional Response Grant 23-SHSP-RR2-RR-INT-2 of \$28,000 will be used to purchase a
Regional Response portable radios for regional response personnel to replace radios that have
reached the end of their service life. This will be replacement equipment that will allow crews to
safely and effectively communicate on regional response hazmat calls.

Financial Considerations

This grant provides full funding and does not require a match.

Oversight/Project Responsibility

Jason Speiser; Deputy Chief

Attachment

Grant Award Agreement Regional Response Grant 23-SHSP-RR2-RR-INT-2.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2023**

| | |
|-------------------------------|--|
| Subrecipient: | City of Casper |
| UEI # | HXH4C4Y14JR5 |
| Federal Award Amount: | \$28,000.00 |
| Period of Performance: | September 1, 2023 through August 31, 2025 |
| CFDA #: | 97.067 |
| DHS Grant Code: | EMW-2023-SS-00061 |
| Federal Award Date: | September 12, 2023 |
| Project ID: | 23-SHSP-RR2-RR-INT-2 |

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Regional Emergency Response Team to improve the ability of City of Casper to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2023 through August 31, 2025. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed twenty eight thousand dollars and no cents (\$28,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental expenses shall be reimbursed at actual costs, supported by a copy of the

original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
 - E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.
6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:
- A. Complete the project described in Attachment A, Project Description.
 - B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
 - C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.
 - D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
 - E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.
 - F. **Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact

Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.

- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2023 – February 28, 2024.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

- A. Pay Subrecipient in accordance with Section 5 above.
- B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.
- C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

- A. **Assumption of Risk.** The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds

of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit

report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Subrecipient shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- D. **Audit and Access to Records.** The Agency and its representatives shall have access to any books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall immediately, upon receiving written instruction from the Agency, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Subrecipient which are pertinent to this Agreement. The Subrecipient shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Agency.
- E. **Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative

action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of eleven (11) pages, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.
- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.

- L. 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.
- M. 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.
- N. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this 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.

Contact for the Agency:

Ashley Paulsrud
Grants/Finance Section Chief
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard

Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. 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. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. 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 Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **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.

AGENCY:
Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:
City of Casper

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM

Walter Fremont

Attorney

11/1/23

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #234774

Jodi A. Darrough, Senior Assistant Attorney General

10-25-23

Date



**2023 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM**

| | |
|---------------------------|--------------------------|
| Jurisdiction Name: | Regional Response Team 2 |
| Grant Project ID: | 23-SHSP-RR2-RR-INT-2 |
| Mailing Address: | 200 N. David |
| City, ST ZIP | Casper, WY 82601 |

| | |
|----------------------------------|-----------------------|
| Grant Administrator Name: | Jason Speiser |
| Title: | Deputy Chief |
| Phone Number: | 307-233-6601 |
| Email: | jspeiser@casperwy.gov |

| | |
|-------------------------------------|----------------------|
| Authorized Point of Contact: | Jennifer Scott |
| Title: | Grant Coordinator |
| Phone Number: | 307-235-8222 |
| Email: | jescott@casperwy.gov |

Form must be signed by a signatory on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and return to Grant Program Manager:

Darryl Erickson, Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne. WY 82009
darryl.erickson1@wyo.gov

Attachment A: Project Description

Subrecipient City of Casper

Project ID: 23-SHSP-RR2-RR-INT-2

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

| Description | Amount |
|---|--------------------|
| Eligible Expenses as follows: <ul style="list-style-type: none">• Purchase of P25 compliant radio(s) as described in the 23-SHSP application. | \$28,000.00 |

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: AGREEMENT ARTICLES

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00061-S01

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| Article XVII | Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX |
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| Article XXIII | Fly America Act of 1974 |
| Article XXIV | Hotel and Motel Fire Safety Act of 1990 |
| Article XXV | John S. McCain National Defense Authorization Act of Fiscal Year 2019 |
| Article XXVI | Limited English Proficiency (Civil Rights Act of 1964 - Title VI) |
| Article XXVII | Lobbying Prohibitions |
| Article XXVIII | National Environmental Policy Act |
| Article XXIX | Nondiscrimination in Matters Pertaining to Faith-Based Organizations |
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| Article XXXIV | Rehabilitation Act of 1973 |
| Article XXXV | Reporting of Matters Related to Recipient Integrity and Performance |
| Article XXXVI | Reporting Subawards and Executive Compensation |
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| Article XXXVIII | SAFECOM |
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| Article XLIII | Use of DHS Seal, Logo and Flags |
| Article XLIV | Whistleblower Protection Act |
| Article XLV | Environmental Planning and Historic Preservation (EHP) Review |
| Article XLVI | Applicability of DHS Standard Terms and Conditions to Tribes |
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| Article XLVIII | Disposition of Equipment Acquired Under the Federal Award |
| Article XLIX | Prior Approval for Modification of Approved Budget |
| Article L | Indirect Cost Rate |

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

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

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.

sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

RESOLUTION NO. 23-270

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND THE CITY OF CASPER IN THE AMOUNT OF \$28,000 TO PROCURE PORTABLE RADIOS

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Twenty-Eight Thousand Dollars (\$28,000); and,

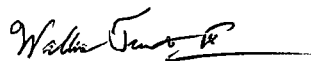
WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Twenty-Eight Thousand Dollars (\$28,000). The grant funds will be used to purchase P25 compliant Motorola radios.

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 above-described Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above-described Grant Award Agreement.

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 8, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Jack Moore, Acting Fire Chief
Jason Speiser, Deputy Chief

SUBJECT: Regional Response Grant 23-SHSP-RR2-RR-AET in the amount of Twelve Thousand Dollars \$12,000 for the Purchase of a Methane Gas Leak Detection Monitor

Meeting Type & Date
Regular Council Meeting
December 5, 2023

Action type
Resolution

Recommendation
That Council, by resolution, approve Regional Response Grant 23-SHSP-RR2-RR-AET of Twelve Thousand Dollars \$12,000 for a Regional Response methane gas leak detection monitor.

Summary
Regional Response Grant 23-SHSP-RR2-RR-AET of \$12,000 will be used to purchase a regional response methane gas leak detection monitor for regional response hazmat calls. This will be new equipment that will allow crews to safely monitor methane gas levels from outside of structures using laser technology.

Financial Considerations
This grant provides full funding and does not require a match.

Oversight/Project Responsibility
Jason Speiser; Deputy Chief

Attachment
Grant Award Agreement Regional Response Grant 23-SHSP-RR2-RR-AET.

**GRANT AWARD AGREEMENT BETWEEN
WYOMING OFFICE OF HOMELAND SECURITY
AND
CITY OF CASPER**

**Subrecipient Grant Award Agreement for U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State
Homeland Security Program (SHSP) Grant Fiscal Year 2023**

| | |
|-------------------------------|--|
| Subrecipient: | City of Casper |
| UEI # | HXH4C4Y14JR5 |
| Federal Award Amount: | \$12,000.00 |
| Period of Performance: | September 1, 2023 through August 31, 2025 |
| CFDA #: | 97.067 |
| DHS Grant Code: | EMW-2023-SS-00061 |
| Federal Award Date: | September 12, 2023 |
| Project ID: | 23-SHSP-RR2-RR-AET |

1. **Parties.** The parties to this Grant Award Agreement (Agreement) are Wyoming Office of Homeland Security (Agency), whose address is: 5500 Bishop Blvd., Cheyenne, WY 82002, and City of Casper (Subrecipient), whose address is: 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Grant Award Agreement (Agreement) is to set forth the terms and conditions by which the Subrecipient shall support the investment of Regional Emergency Response Team to improve the ability of City of Casper to prevent a threatened or an actual act of terrorism; protect citizens, residents, visitors, and assets against the greatest threats that pose the greatest risk to the security of the United States; mitigate the loss of life and property by lessening the impact of future catastrophic events; respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or recover through a focus on the timely restoration, strengthening, accessibility and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident. The funds used under this Agreement will help prevent terrorism and prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States, therefore, funded investments must have a terrorism nexus. This award is not for the purposes of Research & Development (R&D) as defined in 2 C.F.R. 200.87.
3. **Funding Authority.** The funds the Agency will distribute to Subrecipient under this Agreement are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2023 Homeland Security Grant Program, State Homeland Security Program awarded to the State Of Wyoming. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).

4. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The Period of Performance of the Agreement is from September 1, 2023 through August 31, 2025. All services shall be completed during the Period of Performance.

This Agreement may be extended by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

5. **Payment.**

- A. The Agency agrees to pay the Subrecipient for the services described in Attachment A, Project Description, which is attached to and incorporated into this Agreement by this reference. Total payment under this Agreement shall not exceed twelve thousand dollars and no cents (\$12,000.00). Payment shall be made when services are completed, and within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Subrecipient shall submit invoices in sufficient detail to ensure that payments may be made in conformance with this Agreement. Subrecipient shall submit all invoices within forty-five (45) days after the term of this Agreement.
- B. No payment shall be made for work performed outside the Period of Performance of this Agreement. Should the Subrecipient fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Subrecipient performs its duties and responsibilities to the satisfaction of Agency.
- C. **Travel.** The payment of travel expenses shall be allowed as set forth below. Subrecipient is expected to procure the most cost efficient travel arrangements.
- (i) **Air Travel.** The Agency agrees to reimburse the Subrecipient's approved air travel expenses related to the performance of this Agreement. Air travel shall be reimbursed based on actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest airfare (fares available in the market at the time of booking, preferably well in advance of trip to attain the lowest possible airfare). Subrecipient shall book economy class fares for all domestic travel. First class bookings are not reimbursable.
- (ii) **Personal Vehicle.** The Agency agrees to reimburse the Subrecipient's approved use of personal vehicle. Mileage shall be reimbursed at the current State rate per mile based on standard map mileage. Fuel will not be reimbursed.
- (iii) **Car Rental.** The Agency agrees to reimburse the Subrecipient's approved car rental expenses related to the performance of this Agreement. Car rental

expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. Subrecipient must select the lowest rental rates for an appropriate vehicle.

- D. **Lodging.** The Agency agrees to reimburse Subrecipient's approved lodging expenses related to the performance of this Agreement. Lodging expenses shall be reimbursed at actual costs, supported by a copy of the original receipt with the invoice. The Subrecipient shall only invoice the Agency for the basic room rate, taxes, and lodging fees. The Agency is not responsible for incidental or miscellaneous expenses charged to the room. Incidental and miscellaneous expenses for which the Agency shall not be responsible include charges such as alcohol, internet, telephone charges, mini-bar, and movies.
- E. **Meals.** The Agency agrees to reimburse Subrecipient's approved meal expenses related to the performance of this Agreement. Unless otherwise agreed upon, the Subrecipient shall be reimbursed for meals in accordance with the current U.S. General Services Administration rate per day. This reimbursement amount includes all meal, beverage, and refreshment expenses incurred during the day. Requests for reimbursement shall state the amount allowable for meals and list the actual number of travel days on the invoice.

6. **Responsibilities of Subrecipient.** The Subrecipient agrees to:

- A. Complete the project described in Attachment A, Project Description.
- B. Comply with terms and conditions as described in Attachment B, Agreement Articles, which is attached to and incorporated into this Agreement by this reference.
- C. Comply with the 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO) and the Preparedness Grants Manual to implement this Agreement, and agrees that all use of funds under this Agreement will be in accordance with the SHSP NOFO and Preparedness Grants Manual.
- D. **THIRA/SPR.** Complete/actively participate in a whole community Threat and Hazard Risk Assessment (THIRA) or Stakeholder Preparedness Report (SPR) update, or both, annually by the deadline, established by the Agency, of each year during the entire term of this Agreement.
- E. **NIMS.** Maintain adoption and implementation of the National Incident Management System (NIMS). Subrecipient must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Subrecipient shall update or modify its operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework and NIMS implementation guidelines.

- F. Point of Contact.** Keep the Agency up-to-date as to the name of the person acting as the primary contact person for this Agreement using the Point of Contact Information Form provided by the Agency, which is incorporated into this Agreement by this reference, including any change of contact person, address, email, or telephone information. Subrecipient's primary contact shall cooperate with any assessments, national evaluation efforts, or information or data collect requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Agreement.
- G. Procurement.** Subrecipient must use its own documented procurement procedures that reflect applicable state, local, territorial, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. All procurement activity must be conducted in accordance with Federal Procurement Standards 2 C.F.R. Part 200.317-200.326.
- H. Equipment.**
- (i) Subrecipient may not use the funding provided under this Agreement to purchase equipment not specifically authorized in the Authorized Equipment List (AEL), which is incorporated into this Agreement by this reference, unless the proposed acquisition is reviewed by the Agency and approved by the U.S. Department of Homeland Security in writing prior to purchase.
 - (ii) Subrecipient shall ensure all equipment purchased with funds provided under this Agreement is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security."
 - (iii) Subrecipient shall maintain property records for all equipment purchased with HSGP funds in accordance with 2 C.F.R. 200.313(1) to include: a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds the title, the acquisition date, and cost of the property, percentage of federal participation in the project costs for the federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall provide Agency with updated property records during the close-out of this Agreement.
- I. Training and Exercise.** Training conducted using HSGP funds should address a performance gap identified through an Integrated Preparedness Plan, THIRA/SPR process, or other assessment and contribute to building a capability that will be

evaluated through a formal exercise. Exercises conducted with this Agreement should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP).

J. Nationwide Cybersecurity Review. Subrecipient shall complete the 2023 Nationwide Cybersecurity Review (NCSR). The Chief Information Officer, Chief Information Security Officer or equivalent for Subrecipient should complete the NCSR. The NCSR is available at no cost to the user and takes approximately two to three (2-3) hours to complete. The NCSR will open from October 1, 2023 – February 28, 2024.

K. Closeout.

(i) Subrecipient shall submit a final project and financial report to the Agency within forty-five (45) days after the termination of this Agreement. The final report must include project description detailing accomplishments, qualitative summary of the impact of those accomplishments, financial summary, as well as other documents required by program guidance or terms and conditions of the award, to include updated property records. Failure to provide a final report may jeopardize future funding.

(ii) Subrecipient must maintain and retain the following: backup documentation such as bids and quotes, cost/price analyses on file for review, other documents required by federal regulations applicable at the time funds are granted. Subrecipient shall keep detailed records of all transactions involving this Agreement including but not limited to: specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and cancelled checks. Failure to fully document all purchases may result in Agency questioning and subsequently disallowing Subrecipient's expenditures. Subrecipient must maintain its records for three (3) years after the close of the underlying federal award.

7. Responsibilities of Agency. The Agency agrees to:

A. Pay Subrecipient in accordance with Section 5 above.

B. Be available to provide necessary and feasible technical advice as requested by Subrecipient.

C. Notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

8. Special Provisions.

A. Assumption of Risk. The Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the

Subrecipient's failure to comply with state or federal requirements. The Agency shall notify the Subrecipient of any state or federal determination of noncompliance.

- B. Environmental Policy Acts.** Subrecipient agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
- C. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- D. Kickbacks.** Subrecipient 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 Subrecipient breaches or violates this warranty, Agency may, at its discretion, terminate this Agreement without liability to Agency, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- E. Limitations on Lobbying Activities.** By signing this Agreement, Subrecipient certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Subrecipient or its sub-subrecipients in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, Agreement, cooperative agreement, or loan.
- F. Monitoring Activities.** Agency shall have the right to monitor all activities related to this Agreement that are performed by Subrecipient or its sub-subrecipients. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.
- G. Nondiscrimination.** The Subrecipient shall comply with the Civil Rights Act of

1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- H. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement, shall be paid by either party.
- I. **Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the Subrecipient and related to the services and work to be performed under this Agreement, shall identify the Agency as the sponsoring agency and shall not be released without prior written approval of Agency.
- J. **Suspension and Debarment.** By signing this Agreement, Subrecipient certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, or 2 C.F.R. Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Subrecipient agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- K. **Administration of Federal Funds.** Subrecipient agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Agency.
- L. **Copyright License and Patent Rights.** Subrecipient acknowledges that federal grantor, the State of Wyoming, and Agency reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Agreement; and (2) any rights of copyright to which Subrecipient purchases ownership using funds awarded under this Agreement. Subrecipient must consult with Agency regarding any patent rights that arise from, or are purchased with, funds awarded under this Agreement.
- M. **Federal Audit Requirements.** Subrecipient agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal

funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, Subrecipient shall provide one (1) copy of the audit report to Agency and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Agency's records.

- N. **Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- O. **Program Income.** Subrecipient shall not deposit grant funds in an interest bearing account without prior approval of Agency. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to Agency.

9. **General Provisions.**

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

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

- E. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Subrecipient at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** The Agency may award supplemental or successor agreements for work related to this Agreement or may award agreements to other subrecipients for work related to this Agreement. The Subrecipient shall cooperate fully with other subrecipients and the Agency in all such cases.
- G. Compliance with Laws.** The Subrecipient shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- H. Confidentiality of Information.** Except when disclosure is required by the Wyoming Public Records Act or court order, all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement shall be kept confidential by the Subrecipient unless written permission is granted by the Agency for its release. If and when Subrecipient receives a request for information subject to this Agreement, Subrecipient shall notify Agency within ten (10) days of such request and shall not release such information to a third party unless directed to do so by Agency.
- I. Entirety of Agreement.** This Agreement, consisting of thirteen (13) pages, Attachment A, Project Description, consisting of one (1) page, and Attachment B, Agreement Articles, consisting of eleven (11) pages, 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.
- J. Ethics.** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Subrecipient's profession.

- K. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- L. 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.
- M. 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.
- N. Independent Contractor.** The Subrecipient 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 Subrecipient shall be free from control or direction over the details of the performance of services under this Agreement. The Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by the Subrecipient in fulfilling the terms of this 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 Subrecipient or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Subrecipient agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Subrecipient or the Subrecipient's agents or employees as a result of this 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.

Contact for the Agency:
Ashley Paulsrud
Grants/Finance Section Chief

5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-4907
Ashley.paulsrud@wyo.gov

With a copy to:

Lynn Budd (Awarding Official)
Director, Wyoming Office of Homeland Security
5500 Bishop Boulevard
Cheyenne, Wyoming 82009
307-777-8511
Lynn.budd@wyo.gov

- P. Ownership and Return of Documents and Information.** Agency is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Subrecipient in the performance of this Agreement. Upon termination of services, for any reason, Subrecipient agrees to return all such original and derivative information and documents to the Agency in a useable format. 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. Patent or Copyright Protection.** The Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the Subrecipient or its sub-subrecipients will violate any such restriction. The Subrecipient shall defend and indemnify the Agency for any infringement or alleged infringement of such patent, trademark, copyright, license, or other restrictions.
- R. Prior Approval.** This Agreement shall not be binding upon either party and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- S. Severability.** Should any portion of this 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.
- T. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Agreement and the Subrecipient expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of

Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

- U. Taxes.** The Subrecipient shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- V. Termination of Agreement.** This Agreement may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Agreement may be terminated by the Agency immediately for cause if the Subrecipient fails to perform in accordance with the terms of this Agreement.
- W. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this 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.
- X. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Y. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Z. 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.
- AA. 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 Subrecipient of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

10. **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.

AGENCY:

Wyoming Office of Homeland Security

Lynn Budd, Director

Date

SUBRECIPIENT:

City of Casper

Subrecipient Designee Signature

Date

Printed Name and Title of Designee

SUBRECIPIENT'S ATTORNEY: APPROVAL AS TO FORM

Walter Sherman

Attorney

11/1/23

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Jodi A. Darrough #234770

Jodi A. Darrough, Senior Assistant Attorney General

10-25-23

Date



**2023 State Homeland Security Program (SHSP)
GRANT POINT OF CONTACT
INFORMATION FORM**

| | |
|---------------------------|--------------------------|
| Jurisdiction Name: | Regional Response Team 2 |
| Grant Project ID: | 23-SHSP-RR2-RR-AET |
| Mailing Address: | 200 N. David |
| City, ST ZIP | Casper, WY 82601 |

| | |
|----------------------------------|-----------------------|
| Grant Administrator Name: | Jason Speiser |
| Title: | Deputy Chief |
| Phone Number: | 307-233-6601 |
| Email: | jspeiser@casperwy.gov |

| | |
|-------------------------------------|----------------------|
| Authorized Point of Contact: | Jennifer Scott |
| Title: | Grant Coordinator |
| Phone Number: | 307-235-8222 |
| Email: | jescott@casperwy.gov |

Form must be signed by a signatory on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2023 State Homeland Security Program Grant Award Agreement.

Signature _____ **Date** _____

Printed Name _____ **Title** _____

Please complete and return to Grant Program Manager:

Darryl Erickson, Grants Specialist
Wyoming Office of Homeland Security
5500 Bishop Boulevard, Cheyenne, WY 82009
darryl.erickson1@wyo.gov

Attachment A: Project Description

Subrecipient City of Casper

Project ID: 23-SHSP-RR2-RR-AET

The following submitted project(s) have been approved for the Federal Fiscal Year 2023 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security. Any changes to the scope of work must be approved through the Wyoming Office of Homeland Security prior to implementation.

REMINDER: Fuel, oil and routine maintenance charges are **NOT** covered under this grant.

| Description | Amount |
|---|--------------------|
| Eligible Expenses as follows: <ul style="list-style-type: none"><li data-bbox="285 868 1117 938">Purchase of methane leak detector as described in the 23-SHSP application. | \$12,000.00 |

For questions regarding individual project eligibility, the scope of an approved project, or the 2023 SHSP grant, please contact:

Darryl Erickson, Grant Program Manager
Wyoming Office of Homeland Security
307-777-4917

Ashley Paulsrud, Grants/Finance Section Chief
Wyoming Office of Homeland Security
307-777-4907

ATTACHMENT B: AGREEMENT ARTICLES

GRANTEE: Wyoming Office of Homeland Security
PROGRAM: Homeland Security Grant Program
AGREEMENT NUMBER: EMW-2023-SS-00061-S01

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| Article XXVIII | National Environmental Policy Act |
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Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,847,500. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.

Article II - HSGP Performance Goal

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

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

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2

C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R.

sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

RESOLUTION NO. 23-271

A RESOLUTION AUTHORIZING A GRANT AWARD AGREEMENT BETWEEN THE WYOMING OFFICE OF HOMELAND SECURITY AND CITY OF CASPER IN THE AMOUNT OF \$12,000 TO PROCURE A METHANE LEAK DETECTOR

WHEREAS, the City of Casper was awarded a grant from the Wyoming Office of Homeland Security in the amount of Twelve Thousand Dollars (\$12,000) to procure a methane leak detector; and,

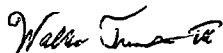
WHEREAS, the parties desire to enter into the Grant Award Agreement in the amount of Twelve Thousand Dollars (\$12,000). The grant funds will be used to purchase a Regional Response Methane Gas Leak Detector.

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 above-described Grant Award Agreement between the Wyoming Office of Homeland Security and the City of Casper.

BE IT FURTHER RESOLVED: That the City Manager or his designee is hereby authorized to execute all documents pertaining to the above-described Grant Award Agreement.

PASSED, APPROVED, AND ADOPTED on this _____ day of _____, 2023.

APPROVED AS TO FORM:



ATTEST:

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

November 20, 2023

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Keith McPheeters, Chief of Police *KMP 307*
Jeremy Tremel, Support Services Captain
SUBJECT: 2023 BJA Edward Byrne Memorial Justice Assistance Grant and
Memorandum of Understanding

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

Action type:
Resolution

Recommendation:
The City Council authorizes the acceptance of the 2023 BJA Edward Byrne Memorial Justice Grant and a Memorandum of Understanding between the City of Casper and Natrona County for the distribution and expenditure of grant funds allocated in the amount of \$44,295.00.

Summary:
The City of Casper received funding through the BJA Edward Byrne Memorial Justice Grant (JAG) and desires to enter into a memorandum of understanding with Natrona County concerning the allocation and expenditure of the grant funds as delineated in the attached Memorandum of Understanding.

The Casper Police Department intends to purchase 28 replacement mobile field force protective shields to replace unserviceable, outdated, and unsafe equipment for issue. Additionally, the department will purchase the required equipment to respond to civil disturbances. The second part of the project will be to purchase use-of-force training aids to support including simulated firearms and related support equipment. The Casper Police Department has recently been accredited by the Commission for the Accreditation of Law Enforcement Agencies (CALEA), and has done extensive work to review and institute industry best practices related to advancing justice system reforms. A major component related to this process involves Use of Force training, including de-escalation, and reporting efforts.

Financial Considerations:
Funding will come from the Bureau of Justice Edward Byrne Memorial (JAG grant). No match is required by the City of Casper.

Oversight/Project Responsibility:
Jeremy Tremel, Support Services Captain

Attachments:
Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER,
WYOMING AND NATRONA COUNTY, WYOMING REGARDING THE FY
2023 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

This MEMORANDUM OF UNDERSTANDING, (“MOU”) is entered into this ____ day of _____, 2023, by and between the City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as “Casper” and Natrona County, Wyoming, 200 North Center Street, Casper, Wyoming 82601, hereinafter referred to as “Natrona County”. Throughout this MOU, Casper and Natrona County may be collectively referred to as the “Parties.”

RECITALS

WHEREAS, Casper and Natrona County have been awarded the 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program Local Award in the amount of Forty-Four Thousand Two Hundred Ninety-Five Dollars and 00/100 (\$44,295.00) that is allocated between the governmental entities pursuant to the 2023 Wyoming Local JAG Allocation; and,

WHEREAS, the parties desire to enter into a Memorandum of Understanding concerning the allocation, expenditure, and documentation of the grant funds.

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

1. **INCORPORATION OF RECITALS:**

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part hereof.

2. **ALLOCATION OF AND EXPENDITURE OF GRANT FUNDS:**

The 2023 Wyoming Local JAG Allocation shows Casper is allocated Thirty-Four Thousand Two Hundred Twelve Dollars and 00/100 (\$34,212.00) and Natrona County is allocated Ten Thousand Nine Hundred Fifty-Four Dollars and 00/100 (\$10,083.00).

Natrona County does not want to participate by receiving grant funds and related reporting requirements. Casper will be allocated the entire 2023 JAG allocation of Forty-Four Thousand Two Hundred Ninety-Five Dollars and 00/100 (\$44,295.00).

3. **SCOPE OF SERVICES:**

- a. This is an exclusive agreement between Casper and Natrona County. Casper shall serve as the applicant/fiscal services agent in all matters relating to the funds.

Natrona County agrees to cooperate and provide all relevant documentation requested by Casper in response to any audit.

- b. Attached is a copy of the Supporting Documents, labeled as Exhibit A and hereby made part of this MOU. The parties will purchase the equipment as listed in the Project Abstract, attached hereto and labeled as Exhibit B and hereby made part of this MOU.

4. TIME OF PERFORMANCE:

The services of Casper shall begin immediately and shall terminate thirty-six (36) months from the date of this MOU, or when the funds have been expended, unless either party wishes to terminate the MOU as provided herein.

5. METHOD OF PURCHASE:

Purchases made with said funds shall be made by Casper. Casper will be the fiscal agent for County. All products and services will be ordered by Casper and no items will be purchased by Natrona County.

6. TERMINATION:

Casper may terminate this MOU, provided however, that Casper shall notify Natrona County, in writing of any such intention to terminate thirty (30) days before the effective date of the termination. Natrona County may terminate, without declaring a default, by also providing notice to Casper thirty (30) days before intended termination.

7. GOVERNMENTAL IMMUNITY:

Natrona County and the City do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et. seq.*, and specifically reserve the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

8. EXTENT OF AGREEMENT:

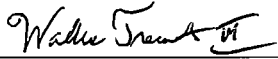
This MOU represents the entire and integrated agreement between Casper and Natrona County, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Memorandum of Understanding may be amended only by written instrument signed by Casper and Natrona County.

IN WITNESS WHEREOF, Casper and Natrona County have executed this Memorandum of Understanding as of the date first written above.

Signature pages to follow

Signature page for the City of Casper, Wyoming

APPROVED AS TO FORM



City Attorney (Deputy)

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

Signature page for Natrona County, Wyoming

APPROVED AS TO FORM

County Attorney

ATTEST

NATRONA COUNTY, WYOMING

County Clerk

Steven K. Freel, Chairman
Natrona County Commissioners

RESOLUTION NO. 23-272

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2023 BJA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CASPER AND NATRONA COUNTY REGARDING THE DISTRIBUTION AND EXENDITURE OF THE GRANT FUNDS.

WHEREAS, the City of Casper, Wyoming, and Natrona County, Wyoming, have been awarded the 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program – Local Award the amount of Forty-Four Thousand Two Hundred Ninety-Five Dollars and 00/100 (\$44,295.00) that shall be allocated between the governmental entities pursuant to the 2023 Wyoming Local JAG Allocation; and,

WHEREAS, the City of Casper is allocated Thirty-Four Thousand Two Hundred Twelve Dollars and 00/100 (\$34,212.00) and Natrona County is allocated Ten Thousand Eighty-Three Dollars and 00/100 (\$10,083.00); and,

WHEREAS, the City of Casper and Natrona County desire to enter into a Memorandum of Understanding concerning the allocation and expenditure of the Grant funds as delineated in the Memorandum of Understanding; and,

WHEREAS, the City of Casper desires to accept the grant funds and use the funds for the purpose of purchasing mobile field force equipment, use of force/de-escalation training equipment, and other training equipment for purposes of crime prevention and control as described in the Grant Award.

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 Memorandum of Understanding between the City of Casper, Wyoming and Natrona County, Wyoming, for the administration of the 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program – Local Award Solicitation in the amount Forty-Four Thousand Two Hundred Ninety-Five Dollars and 00/100 (\$44,295.00). The City of Casper, through the Casper Police Department, will receive the entire amount of the grant and be the fiscal agent for purchasing related equipment.

BE IT FURTHER RESOLVED: that the City of Casper accepts its portion of the grant funds and will use the funds for the purpose of purchasing mobile field force equipment, use of force/de-escalation training equipment, and other training equipment.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

APPROVED AS TO FORM:

Walter Frost


ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

November 28, 2023

MEMO TO: J. Carter Napier, City Manager 

FROM: Zulima Lopez, Parks, Recreation and Public Facilities Director
Nicholas Whipps, Recreation Manager

SUBJECT: Authorizing Amendment No. 1 to the Lease Agreement with Spuds Baseball Club LLC for the Use and Operation of the Mike Lansing Baseball Stadium Concessions Stand

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Resolution

Recommendation

That Council authorize, by resolution, Amendment No. 1 to the Agreement between the City of Casper and Spuds Baseball Club LLC for the use and operation of the concession stand at Mike Lansing Baseball Stadium.

Summary

On January 17, 2023, the City of Casper and Spuds Baseball Club LLC entered into a Lease Agreement for the non-exclusive lease of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms, and egress pathways to seating areas in order to provide concessions services during baseball games. As part of the concession services, the Spuds serve malt beverages, which requires them to have a special malt beverage license.

The upcoming renewal of the special malt beverage license requires that the term of the concession stand lease extend through the licensing period. An amendment to the lease term, through March 31, 2025, is recommended so that the Spuds can renew the special malt beverage license and continue to offer malt beverages at baseball games.

Financial Considerations

Under the existing lease, the Spuds Baseball Club, LLC will pay the City of Casper building rental fees plus 5% of gross receipts from all concession and malt beverage sales, as well as from advertising associated with the concession operation.

Oversight/Project Responsibility

Nicholas Whipps, Recreation Manager
Paul Zowada, Recreation Supervisor

Attachments

Resolution

Amendment No.1 to the Lease Agreement

AMENDMENT NO. 1 TO THE LEASE AGREEMENT (“AMENDMENT”)

This Amendment to the Lease Agreement (“Amendment”) is entered into on this _____ day of December, 2023, by and between the following parties:

- 1. The City of Casper of Casper, Wyoming (“City” or “Lessor”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
- 2. Spuds Baseball Club LLC (“Lessee”), 4251 Garmin Drive, Casper, Wyoming 82609.

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

RECITALS

A. On January 17, 2023, the City and Spuds Baseball Club LLC entered into a *Lease Agreement* (“Agreement”) for non-exclusive lease of the Mike Lansing Stadium concession stand, bleachers, seating platforms, restrooms and egress pathways to seating areas for concessions and the sale of alcohol.

B. The parties wish to extend the term of the lease until March 31, 2025.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO SECTION 3. A. TERM:

The sentence which begins with “The term of this Agreement...” is deleted in its entirety and replaced with the following:

“The term of this Agreement shall be from April 1, 2023, through March 31, 2025 (“Lease Term”).”

3. AMENDMENT TO SECTION 6. CONCESSIONS/RETAIL SALES:

Section 6. D. is deleted in its entirety and replaced with the following:

D. Lessee agrees that Mike Lansing Stadium bleachers, seating platforms, restrooms and egress pathways to seating areas are available to renters of Mike Lansing Stadium on dates, and at hours listed in accordance with the facility schedule to be provided by the Lessor from April 1, 2023, through March 31, 2025.”

4. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

5. ELECTRONIC SIGNATURES

The parties understand and agree that they have the right to execute this Amendment through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Amendment as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Amendment, they may request a copy from the other party, and the other party shall provide it.

The remainder of this page is intentionally left blank

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

APPROVED AS TO FORM

Walter Trentor #1

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

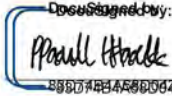
Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

WITNESS

Lessee
Spuds Baseball LLC

By: _____

By:  _____
DocuSigned by:
Paul Hack
8801484A8800421...

Printed Name: _____

Printed Name: Paul Hack

Title: _____

Title: owner

RESOLUTION NO. 23-273

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE LEASE AGREEMENT WITH THE SPUDS BASEBALL CLUB LLC, FOR USE OF THE MIKE LANSING CONCESSIONS STAND.

WHEREAS, the City of Casper ("City") is the owner of the Mike Lansing Concessions Stand; and,

WHEREAS, Spuds Baseball Club LLC, provides concessions sales and the sale of malt beverages, and desires to utilize City-owned facilities for said services; and,

WHEREAS, the City and Spuds Baseball Club LLC, entered into a Lease Agreement dated January 17, 2023, concerning the operation of the concession sales and the sale of malt beverages, and the parties have wish to enter into Amendment No. 1 to the Lease Agreement to extend the Lease Agreement through March 31, 2025, as further described in Amendment No. 1 to the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No.1 to the Lease Agreement between the City of Casper and Spuds Baseball Club LLC, for the use of the Mike Lansing Stadium concessions stand, bleachers, seating platforms, restrooms and egress pathways to seating areas.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

APPROVED AS TO FORM:




ATTEST:

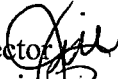

Amanda Ainsworth
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

October 27, 2023

MEMO TO: J. Carter Napier City Manager 

FROM: Jill Johnson, CPA, Financial Services Director 
Brandy Coyle, Accounts Receivable Supervisor 

SUBJECT: Authorizing the release of local assessment district lien regarding 246 North Nebraska, Casper, Wyoming.

Meeting Type & Date:

Regular Council Meeting
December 5, 2023

Action Type

Resolution

Recommendation:

That Council, by resolution, authorizes the release of local assessment district lien regarding 246 North Nebraska, Casper, Wyoming.

Summary:

The assessment balance has been paid for 246 North Nebraska, Casper, Wyoming, therefore a release of lien regarding the property should be executed and recorded with the Natrona County Clerk.

Financial Considerations:

The cost of recording the lien release.

Attachments:

Resolution
Partial Release of Lien

RELEASE OF LIEN

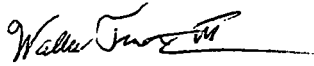
The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 149-2, which improved various properties in the City of Casper, Wyoming, including the property identified below:

Legal Description: Block 3, Lot 26, University Park Addition to the
City of Casper, Natrona County, Wyoming

More commonly known as: 246 North Nebraska Avenue, Casper, Wyoming 82609

The Local Assessment District Lien regarding 246 North Nebraska Avenue, recorded with the Natrona County Clerk as part of Instrument No. 585404 on the 24th day of September 1996, has been satisfied regarding 246 North Nebraska Avenue. For consideration of payment of the assessment, the City of Casper does hereby release the Lien regarding 246 North Nebraska Avenue.

APPROVED AS TO FORM:



ATTEST:

City of Casper, Wyoming,
a municipal corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Ray Pacheco, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RESOLUTION NO. 23-274

A RESOLUTION AUTHORIZING THE RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN REGARDING 246 NORTH NEBRASKA, CASPER, WYOMING.

WHEREAS, the City of Casper, Wyoming, completed Local Assessment District (LAD) No. 149-2, which improved various properties in the City of Casper; and,

WHEREAS, a lien and final assessment roll regarding all of the properties in the assessment district, was recorded with the Natrona County Clerk on September 24, 1996, as Instrument No. 585404; and,

WHEREAS, the assessment balance has been paid for 246 North Nebraska, Casper, Wyoming.

WHEREAS, a Release of Lien regarding the property should be executed and recorded with the Natrona County Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest the Release of Lien, releasing the lien regarding 246 North Nebraska, Casper, Wyoming.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

APPROVED AS TO FORM:




ATTEST:

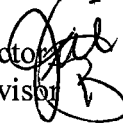
CITY OF CASPER, WYOMING
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

October 27, 2023

MEMO TO: J. Carter Napier City Manager 

FROM: Jill Johnson, CPA, Financial Services Director 
Brandy Coyle, Accounts Receivable Supervisor

SUBJECT: Authorizing the release of local assessment district lien regarding 2904 Coulter Drive, Casper, Wyoming.

Meeting Type & Date:

Regular Council Meeting
December 5, 2023

Action Type

Resolution

Recommendation:

That Council, by resolution, authorizes the release of local assessment district lien regarding 2904 Coulter Drive, Casper, Wyoming.

Summary:

The assessment balance has been discharged for 2904 Coulter Drive, Casper, Wyoming, therefore a release of lien regarding the property should be executed and recorded with the Natrona County Clerk.

Financial Considerations:

The cost of recording the lien release.

Attachments:

Resolution
Partial Release of Lien

RELEASE OF LIEN


The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, completed Local Assessment District 153, which improved various properties in the City of Casper, Wyoming, including the property identified below:

Legal Description: Lot 39, Fort Casper Addition to the City of Casper, Natrona County, Wyoming

More commonly known as: 2904 Coulter Drive, Casper, Wyoming 82604

The Local Assessment District Lien regarding 2904 Coulter Drive, recorded with the Natrona County Clerk as part of Instrument No. 0695446 on the 28th day of June 2002, has been discharged regarding 2904 Coulter Drive. For consideration of payment of the assessment, the City of Casper does hereby release the Lien regarding 2904 Coulter Drive.

APPROVED AS TO FORM:



ATTEST:

City of Casper, Wyoming,
a municipal corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the _____ day of _____, 2023, by Ray Pacheco, Mayor of the City of Casper, Wyoming.

(Seal)

My Commission Expires:

Notary Public

RESOLUTION NO. 23-275

A RESOLUTION AUTHORIZING THE RELEASE OF LOCAL ASSESSMENT DISTRICT LIEN REGARDING 2904 COULTER DRIVE, CASPER, WYOMING.

WHEREAS, the City of Casper, Wyoming, completed Local Assessment District (LAD) No. 153, which improved various properties in the City of Casper; and,

WHEREAS, a lien and final assessment roll regarding all of the properties in the assessment district, was recorded with the Natrona County Clerk on June 28, 2002, as Instrument No. 0695446; and,

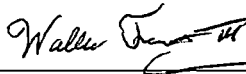
WHEREAS, the assessment balance has been discharged for 2904 Coulter Drive, Casper, Wyoming.

WHEREAS, a Release of Lien regarding the property should be executed and recorded with the Natrona County Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: that the Mayor is hereby authorized to execute, and the City Clerk to attest the Release of Lien, releasing the lien regarding 2904 Coulter Drive, Casper, Wyoming.

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

November 30, 2023

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: Tracey Belser, Support Services Director
SUBJECT: Authorizing Execution of the At-Will clause in the Employment Agreement with Cally E. Lund (Martinez) as the Municipal Judge

Meeting Type & Date
Regular Council Meeting
December 5, 2023

Action type
Resolution

Recommendation
That Council review and vote on the resolution authorizing the execution of the At-Will clause in the Employment Agreement with Cally E. Lund (Martinez) as the Municipal Judge effective December 6, 2023.

Summary
City Council decided it is in the best interest of the City of Casper to exercise the At-Will clause of the Employment Agreement between the City of Casper, Wyoming (the “City”), and Cally E. Lund, (the “Employee”), dated January 5, 2021. Council directed Staff to prepare a resolution to exercise the At-Will clause. If Council approves and authorizes the resolution, attached, it would be effective December 6, 2023.

Oversight/Project Responsibility
City Council

Attachments
Resolution
Employment Agreement

**EMPLOYMENT AGREEMENT
BETWEEN
THE CITY OF CASPER
AND
CALLY E. LUND**

THIS AGREEMENT is entered into this 5th day of Jan ~~2020~~²⁰²¹, between the City of Casper, Wyoming, a Municipal Corporation, referred to herein as "City," and Cally E. Lund, hereinafter referred to as the "Municipal Judge."

WITNESSETH:

WHEREAS, the Casper City Council (hereinafter referred to as the "Council") has determined it to be in its best interest to procure the professional services by employing Cally E. Lund as the Municipal Judge for the City of Casper, Wyoming; Municipal Judge's appointment by Council is defined and memorialized in this "Employment Agreement."

WHEREAS, Municipal Judge desires to accept such employment by the City under the terms and conditions herein set forth.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION I – DUTIES:

The Municipal Judge will commence her duties as Municipal Judge with the City at 8:00 a.m. on January 5, 2021.

Except as detailed in Section III below, the Municipal Judge agrees to devote all of her business time, skill, attention and best efforts to the discharge of her duties, which include, but are not limited to:

- A. Enforce and observe all laws of the State of Wyoming, and the ordinances, resolutions, and policies of the City.
- B. Perform all duties and services as set forth in the attached job description and any other duties as directed by the Council.
- C. Prepare and submit to the Council all reports required by it or that Municipal Judge may consider advisable.
- D. Recommend policy to the Council that may be necessary for legal compliance.
- E. Keep the Council advised and informed and maintain continuous liaison with appropriate community groups, organizations, and individuals.

- F. Keep herself fully informed on the state-of-the-art of legality of local government, and except as otherwise set forth herein, devote her entire time to the services, employment and requirements of the City.
- G. Contact the Executive Director of the Commission on Judicial Conduct and Ethics for assistance with obtaining a formal mentor, who must be either a sitting or retired Circuit or District Court Judge, to assist in her development as Municipal Court Judge and facilitate the submission of monthly progress reports by the mentor to the Council.
- H. Be mindful of her role as a public figure who must maintain the highest level of professional ethics and avoid the slightest hint of impropriety, including by maintaining a professional distance from members of the public, all City Employees, and those who regularly appear before you.
- I. Develop and maintain an efficient and respectful relationship with the Municipal Court Administrator, who will report directly to the City Manager.
- J. Strictly follow all instructions provided to you concerning and fully cooperate with any investigations into Municipal Court operations.
- K. Create a plan with Council to ensure you receive adequate training to fulfill requirements of the job duties assigned, and participate in all required and recommended training and additional education opportunities to develop in your role as Municipal Court Judge with the City of Casper. This training may include leadership and management skills, attending judicial conferences, and completing continuing legal or judicial education requirements as required by the Wyoming State Bar and the Wyoming Commission on Judicial Conduct and Ethics.
- L. Reside within the Casper City Limits.

SECTION II – PERFORMANCE EVALUATION:

- A. That Council may, in its discretion, review and evaluate the performance of the Municipal Judge at least once annually, said review and evaluation to be in accordance with specific criteria developed by the Council, and shall be conducted by a third party facilitator. The Mayor shall provide opportunity for the Municipal Judge to discuss her evaluation with the Council.
- B. Periodically, the Council and Municipal Judge shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives. Said goals and objectives shall be reduced to writing. They shall generally be attainable, within the time limitations specified and appropriations provided.

SECTION III – SALARY AND BENEFITS:

If there is a conflict between the City of Casper Personnel Rules and Regulations Manual, and this “Employment Agreement,” the terms of this agreement shall control the employment relationship.

As and for compensation and remunerations for Municipal Judge’s employment and services, City shall:

- A. Provide Municipal Judge with an annual salary of Ninety Three Thousand Dollars (\$93,600.00), this salary being referred to herein as the “base salary.” Any change of the base salary shall require a written amendment to this Agreement, however, the base salary may be raised periodically for cost of living increases as granted to all other full time non-collective bargaining City employees without amending this Agreement.
 - a. In the event, at any time, all fulltime non-collective bargaining City employee wages and salaries are reduced across the board, the Municipal Judge’s then base salary under this Agreement shall be reduced in a like percentage. **PROVIDED, HOWEVER,** if, at any time during the term of this Agreement, the Council reduces the salary or other benefits of the Municipal Judge in a greater percentage than an applicable across-the-board reduction thereof for all other fulltime non-collective bargaining City employees, the Municipal Judge may, at her option, by giving written notice thereof, be deemed terminated without cause and shall be entitled to severance benefits as provided in Section III, Q., of this Agreement with “base salary” defined as the Municipal Judge’s base salary as it existed immediately before any such reduction.
- B. Provide medical insurance coverage equal to that provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- C. Provide disability leave on the same basis as is provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- D. Short and long-term disability insurance shall be provided on the same basis as granted to other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended.
- E. Municipal Judge shall accrue vacation leave on the same basis as is provided to all other fulltime non-collective bargaining City employees pursuant to the City of Casper Personnel Rules and Regulations, as they may, from time to time, be amended. Municipal Judge shall also be allowed to be paid for unused vacation leave on the same basis as for the majority of other City employees.

- F. Municipal Judge shall be eligible for forty (40) hours of Administrative Leave each year in addition to other specified leave time. These hours are to be used during the calendar year and cannot be carried over or accumulated.
- G. In lieu of having a City owned vehicle assigned to the Municipal Judge, the Municipal Judge will receive a monthly car allowance of Three Hundred Dollars (\$300.00).
- H. Contribute on behalf of Employee to the Wyoming Retirement System on the same basis as for the majority of other City employees.
- I. Pay all expenses associated with membership of one (1) local civic organization of the Municipal Judge's choice. In order to qualify for payment by the City of this membership, it should be budgeted accordingly and the Municipal Judge shall notify City Council leadership reasonably in advance of incurring the expense.
- J. Upon resignation, in good standing, the City shall pay Municipal Judge, all accrued benefits the Municipal Judge is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement, as they may, from time to time, be amended. If Council terminates the Municipal Judge's employment without cause, it shall pay the Municipal Judge, in addition to any accrued benefits the Municipal Judge is entitled to pursuant to the City of Casper Personnel Rules and Regulations and under this Agreement to the termination date of this Agreement, three (3) months' severance pay of the Municipal Judge's then current base salary, to be payable in one (1) lump sum, which is not pensionable under the Wyoming State Retirement System.
- K. If City shall fail to pay any of the Municipal Judge's benefits set forth herein in any budget year, the Municipal Judge, at her discretion, may deem her employment terminated without cause.
- L. Provide the Municipal Judge a stipend for a cell phone in an amount of Eighty Dollars (\$80.00) per month.
- M. Provide continuing legal education (CLE) up to the amount of Two Thousand Two Hundred Dollars (\$2,200.00) annually, at the City's expense as budget allows.

SECTION IV – TERMINATION/RESIGNATION/SEVERANCE BENEFITS:

The Municipal Judge will not have, or acquire, any property or liberty interest or gift in continued employment by City. The Municipal Judge is employed on an at-will basis, and under applicable law at-will employees may be dismissed or terminated from employment by the City without cause. Without modifying the Municipal Judge's at-will status, the Municipal Judge shall serve at the pleasure of the Council, and her employment may be terminated, without cause, at any time by a majority vote of the Council. By signing this Agreement, the Municipal Judge certifies and acknowledges that she has read this paragraph regarding her at-will status, and acknowledges and agrees that her employment shall be subject to those terms.

If the Municipal Judge's employment is terminated, it shall be deemed to be without cause, unless otherwise specified, and the Municipal Judge shall be entitled to the severance benefits as set forth in Section III, K. of this Agreement.

For purposes of this Agreement, "for cause" for the termination of the Municipal Judge by Council shall mean and be restricted to the following:

- i) Termination of employment or request for resignation due to bona fide charges against the Municipal Judge of nonfeasance, misfeasance or malfeasance in office.
- ii) Termination of employment or request for resignation upon the Municipal Judge being convicted of a criminal offense involving a felony or for moral turpitude, or for any family violence, alcohol, or drug offense.
- iii) Willful insubordination or willful refusal to follow a lawful directive of Council.
- iv) Breach by the Municipal Judge of any of the terms of this Agreement.

If the Municipal Judge's termination of employment is to be with cause, then the Council shall submit to the Municipal Judge a list of particulars setting forth such cause, or causes, and the Municipal Judge shall have an opportunity to respond and have a hearing before the Council to refute such charges.

If the Municipal Judge resigns her position, the City respectfully requests thirty (30) days' notice in advance of her last day.

SECTION V – CONFIDENTIALITY:

- A. The Municipal Judge acknowledges that she will have access to certain proprietary and confidential information of the City including, but not limited to, confidential personnel matters, negotiation strategies, legal matters, and financial information of the City. The Municipal Judge agrees not to use or disclose any confidential information during the term of this Agreement or thereafter other than in connection with performing the Municipal Judge's services for the City in accordance with this Agreement.
- B. The Municipal Judge agrees that the restrictions set forth in this section are reasonable and necessary to protect the goodwill of the City. If any of the covenants set forth in this document are deemed to be invalid or unenforceable based upon the duration or otherwise, the parties contemplate that such provisions shall be modified to make them enforceable to the fullest extent permitted by law.
- C. In the event of a breach or threatened breach by the Municipal Judge of the provisions set forth in this section, the Municipal Judge acknowledges that the City will be irreparably harmed and that monetary damages shall be an insufficient remedy to the City. Therefore, the Municipal Judge consents to enforcement of this section by means of temporary or permanent injunction and other appropriate equitable relief in any competent court, in

addition to any other remedies the City may have under this Agreement or otherwise as provided by law.

SECTION VI – INTELLECTUAL PROPERTY:

- A. The Council has hired the Municipal Judge to work fulltime so that anything the Municipal Judge produces during the employment term is the property of the City. Any writing, invention, design, system process, development or discovery conceived, developed, created or made by the Municipal Judge, alone or with others, within the scope of the Municipal Judge's employment, during the period of the employment hereunder and applicable to the business of the City, whether or not patentable, registrable, or copyrightable shall become the sole and exclusive property of the City.
- B. The Municipal Judge shall disclose the same promptly and completely to the Council and shall, during the period of the employment hereunder and at any time and from time to time hereafter: 1) execute all documents requested by the Council for vesting in the City the entire right, title and interest in and to the same; 2) execute all documents requested by the Council for filing such applications for and procuring patents, trademarks, service marks or copyrights as the Council, in its sole discretion, may desire to prosecute; and, 3) give the Council and the City all assistance it may reasonably require, including the giving of testimony in any suit, action, investigation or other proceeding, in order to obtain, maintain and protect the City's right therein and thereto.

SECTION VII – POST-EMPLOYMENT OBLIGATIONS:

- A. CITY PROPERTY. Upon termination of this Agreement, the Municipal Judge shall promptly return to the City all property of the City in her possession.
- B. COOPERATION. The Municipal Judge agrees that both during and after her employment with the City, she shall, at the request of Council, render all assistance and perform all lawful acts that the Council considers necessary or advisable in connection with any litigation involving the City or any officer, employee, agent, representative, consultant, client or vendor of the City. Reasonable costs and time incurred by the Municipal Judge shall be paid by the City.
- C. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to the conflicts of law rules thereof, and venue for any dispute regarding this Agreement shall be in the courts of Natrona County, Wyoming.

SECTION VIII – WAIVER:

Any waiver or consent by either party with respect to any term or provision of this Agreement shall be effective only in the specific instance and for the specific purpose for which given and shall not be deemed, regardless of frequency given, to be a further or continuing waiver or consent. The failure or delay of either party at any time or times to require performance of, or to exercise any of its powers, rights or remedies with respect to, any term or provision of this

Agreement or any other aspect of either party's conduct or employment in no manner (except as otherwise expressly provided herein) shall affect the right at a later time to enforce any such term or provision.

SECTION IX – GENERAL PROVISIONS:

This Agreement sets forth and contains the entire Agreement between the parties in respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature relating thereto, whether oral or written between Council, any other representative of the City, and the Manager. No statements, promises or inducements, express or implied, now or in the future, not contained or set forth in this Agreement shall be binding between the parties.

This Agreement shall not be enlarged, modified, amended or altered unless in writing and signed by all of the parties hereto.

This Agreement shall be binding upon the parties hereto, their heirs, devisees, successors or personal representatives.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party as determined by the court shall be entitled to recover from the other party all taxable costs such taxable and costs as may be incurred in enforcing any judgment or order entered in such action.

The Municipal Judge acknowledges that she has had the opportunity and has conducted an independent review of the financial, tax, and legal effects of this Agreement. The Municipal Judge acknowledges that she has made an independent judgment upon the financial, tax and legal effects of this Agreement and has not relied upon any representations of the City, its officers, agents or employees.

IN WITNESS WHEREOF, the City and Municipal Judge have executed this Agreement as of the date first above written:

APPROVED AS TO FORM:



THE CITY OF CASPER, WYOMING
A Municipal Corporation

Steven K. Freel
Mayor

ATTEST:

City Clerk

Cally E. Lund
Municipal Judge

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

| | | |
|--|-----------------------|---------------------------|
| <u>BAND/GRADE</u> | <u>DRIVING</u> | <u>FLSA STATUS</u> |
| Contract with City Council | Non-Essential | Exempt |
| <u>CLASS SUMMARY:</u> | | |
| <p>Incumbent performs highly responsible administrative and professional duties as the Municipal Judge for the City. Exercising a high degree of independence, initiative, and professional expertise in a judicial capacity in accordance with policy established by City Council, the City Charter, and City, State, and federal laws, regulations, and guidelines. Receives administrative direction from City Council.</p> | | |

| | |
|--|--|
| <u>TYPICAL CLASS ESSENTIAL DUTIES:</u> (These duties are a representative sample; position assignments may vary.) | |
| 1. | Presides over criminal misdemeanors, violations of City ordinances, arraignments, court trials, jury trials, pre-trial hearings, mitigations, sentencing and show-cause hearing for criminal and traffic violators. |
| 2. | Manages the City of Casper Municipal Court docket. |
| 3. | Issuance of warrants, search warrants, subpoenas or other necessary processes for contempt to the same extent as the District Court. |
| 4. | Issuance of statewide bench warrants for violation of a City ordinance. |
| 5. | Advises inmates of their rights and determines bond for a person charged with a violation of a City ordinance to ensure appearance at future court dates. |
| 6. | Supports court activities with Municipal Court Administrator, City Attorney, and other City departments. |
| 7. | Oversees the administration of juror notification and directs jurors in trial cases on their role in the interpretation and application of law. |
| 8. | Develops rules of practice for the City of Casper Municipal Court, which are consistent with Casper Municipal Code, and State statutes governing the practices and proceedings of cases before justices of the peace and constables. |
| 9. | Collaborates with the City Manager, City Council, and applicable City departments to ensure policies, ordinances, and orders are within the parameter of State law and consistent with the values of the community and needs of the departments. |
| 10. | Stays abreast of new legislation and case law affecting offenses and the criminal justice system. |
| 11. | Honorably represents the Court to other City departments, elected officials, outside agencies, the public, community groups, and professional organizations as a judge. |
| 12. | Administers and enforces the City Charter; meets with and advises the City Council on courtroom matters. |

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

13. Represents the City of Casper by responding to the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
14. Follows all City safety procedures.
15. Performs other duties of a similar nature or level.

Training and Experience (positions in this class typically require):

- Minimum of three years in the practice of law or equivalent legal experience, including some experience in a trial courtroom setting.
- Attorney at Law admitted to the practice of law by the Supreme Court of the State of Wyoming.
- Minimum of two years supervisory experience preferred.

Licensing and Certification Requirements (positions in this class typically require):

Licensing Requirements:

- Membership in the State Bar of Wyoming.

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

Knowledge (position requirements at entry):

Knowledge of:

- Complex public policy issues.
- Intergovernmental relations.
- Applicable Federal, State, Local and City government codes, rules and regulations.
- Administrative principles and practices, including goal and objective development, work planning and employee supervision.
- Substantive criminal and traffic law related to City ordinances.
- Wyoming Rules of Criminal Procedure and criminal justice system principles.
- Wyoming Canons of Judicial Conduct.
- Current courtroom procedures and Wyoming rules of evidence.
- Methods of efficient juror utilization.
- Court case calendaring methods, development, and principles
- English usage, spelling, grammar, and punctuation.
- Organization, duties, power, limitations, and authority of City government and the Municipal Court's Office.
- Computers and related software applications.

Abilities (position requirements at entry):

Ability to:

- Plan, organize, manage and coordinate a variety of complex City services and programs.
- Communicate clearly and concisely, both orally and in writing.
- Interpret and apply Federal, State and local policies, procedures, laws, and regulations.
- Identify and respond to community and City Council issues, concerns, and needs.
- Observe people's behavior in a courtroom setting.
- Manage cases scheduled in the courtroom efficiently and effectively.
- Formulate and implement plans and programs pertaining to Municipal Court.
- Conduct and control court proceedings, elicit pertinent information, and confine witnesses and litigants to relevant issues.
- Appraise factual situations and make appropriate decisions promptly and in accordance with the law.
- Maintain confidentiality.
- Render legal decisions and assess penalties in a fair and impartial manner.
- Assess and prioritize situations under work pressure, exercise good judgment, and make sound decisions.
- Operate modern office equipment, software, and operating systems/applications.
- Maintain a neat and professional appearance.
- Follow written and verbal instructions and direction.
- Establish and maintain effective working relationships with those contacted in the course of work.

MUNICIPAL JUDGE

CITY OF CASPER JOB DESCRIPTION

Skills (position requirements at entry):

Skill in:

- Technical writing.
- Time management.
- Public speaking.
- Conflict resolution.
- Maintaining confidentiality.
- Decision making and problem solving.
- Compiling, analyzing, organizing, and evaluating data and making appropriate recommendations based on findings.
- Operating in a courteous, knowledgeable and tactful manner with customers, staff, and the general public.
- Oral and written communication, sufficient to exchange or convey effective information and to receive work direction.
- Operating modern office equipment, including computer software and operating systems/applications.

Physical Requirements:

Positions in this class typically require: stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, grasping, talking, hearing, seeing and repetitive motions.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Note:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

Classification History:

Prepared by HR

Date: 05-01-2018; 12-24-2020

December 30, 2020

MEMO TO: His Honor, The Mayor, and Members of City Council
FROM: Tracey L. Belser, Support Services Director
SUBJECT: Authorizing a New Employment Agreement with Municipal Judge Cally E. Lund Effective January 5, 2021

Meeting Type & Date
Regular Council Meeting
January 5, 2021

Action type
Resolution

Recommendation
That Council, by resolution, authorize a New Employment Agreement with Municipal Judge Cally E. Lund, effective January 5, 2021.

Summary
The City of Casper entered into an Employment Agreement with Municipal Judge Lund on June 29, 2018. Previous to 2018, the City Manager oversaw the daily operational management of Municipal Court. The daily operational management of Municipal Court will return to the oversight and direction of the City Manager. This is meant to provide proper assistance to the Municipal Court Judge with efficiency of her duties. Municipal Judge Lund will continue to be an employee of City Council and report directly to City Council.

Financial Considerations
None at this time

Oversight/Project Responsibility
City Council

Attachments
Resolution
Employment Agreement

RESOLUTION NO. 23-276

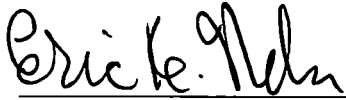
A RESOLUTION AUTHORIZING THE EXECUTION OF THE AT WILL CLAUSE OF THE EMPLOYMENT AGREEMENT WITH CALLY E. LUND (MARTINEZ), AS MUNICIPAL JUDGE.

WHEREAS it is in the best interest of the City of Casper to exercise the At-Will clause of the Employment Agreement between the City of Casper, Wyoming (the "City"), and Cally E. Lund, (the "Employee"), dated January 5, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and City Clerk to attest, that the Employment Agreement between the City and Employee is no longer in effect as of December 6, 2023.

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

November 30, 2023

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

FROM: Eric K. Nelson, City Attorney *E.K.N.*
Elizabeth Becher, Community Development Director *EB*

SUBJECT: A Resolution Authorizing a Notice of Satisfaction and Release of Nuisance and Abatement Lien Concerning 1027 W 14th Street, Casper, Wyoming.

Meeting Type & Date:

Regular Council Meeting – December 5, 2023

Action type:

Resolution

Recommendation:

That City Council adopt a resolution authorizing a Notice of Satisfaction and Release of Nuisance and Abatement Lien concerning 1027 W. 14th Street, Casper, Wyoming.

Summary:

On October 18, 2023, City Council authorized a Nuisance Abatement Lien, to be placed on 1027 W. 14th Street, Casper, Wyoming, to recover costs incurred by the City for nuisance abatement. The Nuisance and Abatement Lien has been satisfied and full and a Notice of Satisfaction and Release of Lien should be executed and recorded with the Natrona County to release the lien.

Find attached a Resolution and Notice of Satisfaction and Release of Nuisance Abatement Lien.

Financial Considerations:

The amount of \$2,944.51 was fully recovered.

Oversight/Project Responsibility

Eric K. Nelson, City Attorney
Amber Jividen, Code Enforcement Supervisor

Attachments

Resolution
Nuisance Abatement Lien

NOTICE OF SATISFACTION AND RELEASE
OF NUISANCE ABATEMENT LIEN

The City of Casper, Wyoming, a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601, recorded a *Nuisance Abatement Lien*, on October 18, 2023, as *Instrument No. 1146532*, in the Natrona County Clerk's Office on the real property described below:

THE EAST ONE-HALF OF LOT 1, BLOCK 165, CITY OF CASPER,
NATRONA COUNTY, WYOMING ACCORDING TO THE PLAT
RECORDED NOVEMBER 26, 1917 IN BOOK 18 OF DEEDS, PAGE 363.

Commonly known as 1027 West 14th Street, Casper, Wyoming

The *Nuisance Abatement Lien* recorded as *Instrument No. 1146532*, has been paid and satisfied in full. In consideration of the payment, the City of Casper does hereby release the Nuisance Abatement Lien which encumbered 1027 West 14th Street, Casper, Wyoming, more particularly described above.

Please remove the Lien from the property identified above.

APPROVED AS TO FORM:

Breck H. Nelson

ATTEST:

City of Casper, WYOMING,
A Municipal Corporation

Amanda Ainsworth
City Clerk

Ray Pacheco
Mayor

State of Wyoming)
)
County of Natrona)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ray Pacheco, Mayor of the City of Casper, Wyoming.

(seal)

Notary Public

RESOLUTION NO. 23-277

A RESOLUTION AUTHORIZING A NOTICE OF SATISFACTION AND RELEASE OF A NUISANCE ABATEMENT LIEN CONCERNING 1027 W 14TH STREET, CASPER, WYOMING.

WHEREAS, the governing body of the City of Casper, Wyoming, authorized a Nuisance and Abatement Lien to recover costs of abatement of a public nuisance at 1027 W 14th Street, Casper, Wyoming, in the amount of two thousand nine hundred and forty-four dollars and fifty-one cents (\$2,944.51) on October 18, 2023; and,

WHEREAS, the Nuisance and Abatement Lien has been satisfied and full and a Notice of Satisfaction and Release of Lien should be executed and recorded with the Natrona County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized to execute, and the City Clerk to attest a *Notice of Release and Satisfaction of Nuisance Abatement Lien* with respect to 1027 W 14th Street, Casper, Wyoming.

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

November 20, 2023

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager *cy for TLB*

SUBJECT: Authorize the Purchase of One (1) New Side Loading, 27 Cubic Yard Sanitation Truck in the Total Amount of \$394,028.00 for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new side loading 27 cubic yard sanitation truck from CMI TECO, Casper, WY to be used in the Solid Waste division of the Public Services Department, in the total amount of \$394,028.00.

Summary

On September 7, 2023, bids were publicly opened for one (1) new side loading 27 cubic yard sanitation trucks. Two (2) bids were received. The sanitation truck will be used for residential collection of refuse.

Solid Waste has developed a replacement schedule every year for their commercial refuse trucks through the year 2039. Currently, there are nine (9) side load vehicles that alternate daily on five (5) residential routes. This alternating schedule allows time for trucks to be cleaned, maintained, and serviced on their off days. However, growing population and the increasing number of routes have proven that there needs to be an additional truck added to their fleet to reflect a true one-to-one ratio for spare trucks. With this purchase the total of side load refuse trucks will be ten (10), a spare truck for each route. There is no trade for this purchase as it will be adding to the City's total fleet

The recommended purchase of the Mack chassis with McNelius body is not the lowest bid, however, it's the only bid that met all specifications needed for this application.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

| <u>Bid Item</u> | <u>Vendor</u> | <u>Bid Amount</u> | <u>Trade</u> | <u>Net Cost</u> |
|--|------------------------|-------------------|--------------|-----------------|
| (1) New Side Load Sanitation Truck Curbtender Body 2025 Mack Chassis | CMI TECO Casper, WY | \$359,775.00 | NA | \$359,775.00 |
| <i>*Expected delivery date of 480 days from order.</i> | | | | |

| <u>Bid Item</u> | <u>Vendor</u> | <u>Bid Amount</u> | <u>Trade</u> | <u>Net Cost</u> |
|--|------------------------|-------------------|--------------|-----------------|
| (1) New Side Load Sanitation Truck McNelius Body 2025 Mack Chassis | CMI TECO Casper, WY | \$394,028.00 | NA | \$394,028.00 |
| <i>*Expected delivery date of 480 days from order.</i> | | | | |

The recommended purchase of the side load sanitation trucks from CMI TECO, Casper, WY complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Solid Waste capital funds with a budget of \$408,800.00.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
Aug 7th 2023

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Fleet Office, Casper Service Center, 1800 E. "K" Street, Casper, Wyoming, **until 3:15 p.m., September 7th 2023** for the following:

ONE (1) NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK. This unit will be used by the Solid Waste Division of the Public Services Department; unit must have the minimum specifications of:

General

Specifications: It is the intent of this specification to specify the minimum requirement for the furnishing and delivery of ONE (1) new side-loading, 27-yard, sanitation truck. The unit shall be new and have less than one hundred fifty (150) hours. This unit shall be less than twelve months old, with full factory warranty. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

| <u>ITEM</u> | <u>MINIMUM SPECIFICATIONS</u> | <u>BIDDERS SPECIFICATIONS</u> |
|------------------|--|---|
| 1. GVW | Manufactured in the USA 66,000 pound minimum. Certified GVW Cab and Chassis. | _____ _____ _____ |
| 2. Wheel Base | Shall be compatible with a 27-cu. yd. McNeilus Zero Radius Chain Driven Arm side-loading body. Minimum acceptable wheel base shall not be less than 200". Equipment supplied shall provide proper weight distribution when truck is loaded. | _____ _____ _____ _____ |
| 3. Cab to Axle | 195" useable minimum and 210" useable maximum. Shall be compatible with a 27-yard McNeilus Zero Radius Chain Driven Arm side-load body (see body required specifications.) It shall also provide proper weight distribution when truck is loaded. | _____ _____ _____ _____ |
| 4. Frame | 35 SM, 120,000 psi, double-channel rails after frame shall be a minimum of 96". Frame shall extend 5' behind suspension for hinge point of body. R.B.M. 2,075,000 in-lb. Deep frame section 3,200,000 in-lb. (minimum). Bolt-on extensions will not be accepted. | _____ _____ _____ _____ _____ |
| 5. Diesel Engine | Current year production model diesel engine. 2023 emission compliant, 345 gross horsepower or greater, torque 1,250 ft. lb. @ 1,100-1300. Engine block heater. Intake air pre-heater. Shall have a | _____ _____ _____ _____ |

BIDDERS
SPECIFICATIONS

ITEM

MINIMUM SPECIFICATIONS

| | | | |
|-----|---------------------------------------|--|---|
| | | Davco 382 heated fuel/water separator. | _____ |
| 6. | Power Take-Off Front-Mount Pump | Set up for front mount off engine crankshaft. Pump air actuated from inside of cab. Pump limiter shall be connected to engine computer not external over-speed box. Pump will be set to kick out at truck speed of 18 to 20 MPH with auto restart. Truck supplier shall work with body supplier on this function. Pump to be located behind front bumper. | _____ _____ _____ _____ _____ |
| 7. | Cooling System | Coolant hoses – shall be silicone rubber including heater hoses. Heavy-duty radiator shall be protected to -34° F with year-round extended life coolant. An integral transmission cooler shall be provided. Coolant recovery tank provided to maintain necessary operating temperatures @ 5,500 ft. elevation, with 100+ degree daytime temperatures. | _____ _____ _____ _____ _____ |
| 8. | Transmission | Fully automatic, 6-speed Allison H.D. 4500-RDS-6 Rugged Duty Series Gen. 5. The transmission controls shall be Allison electronic pushbutton with shift shock eliminator. Controls shall be on right hand side of cab. | _____ _____ _____ _____ |
| 9. | Axles | <u>Front</u> - 20,000 lbs. capacity (minimum). Front axle shall have a minimum setback comparable or equal to current City of Casper sanitation trucks. Notice to Bidders: Truck must be delivered, equipped, and bid with a 27-yard, side-load, refuse body. <u>Rear</u> - 46,000 lbs. capacity (minimum). Spring suspension type with inter-axle lock and full wheel lock, or equivalent, top speed not to exceed 70 MPH. | _____ _____ _____ _____ _____ _____ _____ |
| 10. | Springs | <u>Front</u> - 20,000 lbs. ground capacity (minimum). Heavy duty double acting shock absorbers. <u>Rear</u> - 46,000 lbs. ground capacity (minimum). Shall be top spring configuration. Mack M-Ride or equivalent. | _____ _____ _____ _____ |
| 11. | Tires and Rims | <u>Front</u> - 315/80R22.5, 20 ply, G751 Goodyear on 22.5 x 13 stud aluminum rims. | _____ _____ |

ITEM

MINIMUM SPECIFICATIONS

**BIDDERS
SPECIFICATIONS**

Backup alarm system 107dB SAE Type B fully sealed and wired into vehicle backup system.

All lighting shall be LED where available.

17. Mirrors

Two (2) bracket mirrors, LH/RH motorized and heated, stainless steel clamp on type both left and right hand. Shall be breakaway type and both mirrors will have an 8" circular convex mirror attached below lower arm.

18. Exhaust System

Must meet all federal standards and be installed to accommodate the 27-cu. yd. McNeilus Zero Radius Chain Driven Arm side-loading refuse body. To be 2023 emission certified, SCR catalyst type, passive regeneration system and to be equipped with proper protection to prevent burns (exhaust shield). Perforated exhaust extension mounted on top of exhaust pipe.

19. Gauges and Indicators in Cab

All critical controls required to operate the vehicle from the right operator location. Gauges to be mounted on right hand side of cab.

Fuel Gauge

Def Gauge

Oil pressure

Inter-axle differential lock indicator light

Volt meter

Air restriction indicator on air cleaner

Regeneration initiate/inhibit switch

Water temperature

Transmission temperature

Hour meter

Air pressure (dual) with air parking brake, both RH & LH

Tachometer (electric)

Horizontal lines for bidder specifications.

BIDDERS
SPECIFICATIONS

ITEM

MINIMUM SPECIFICATIONS

Electric speedometer/odometer
Fuel Gauge

Key activated ignition switch.

Light, buzzer warning on oil pressure, high water temperature, low air pressure

20. Paint/Color

Cab: DuPont 51304 burgundy.

Body: DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe.

21. Mud flaps

Rear: Required (steel) in front of rear and (rubber) behind rear wheels NO writing on either side of mud flaps.

Front: Behind wheels and 8" whiskers attached to the outside of the front steer fender well.

22. Accessory Equipment

The following equipment, whether or not considered standard, shall be furnished with each unit:

Heavy-duty, two-speed (minimum), fresh air heater with defroster, 40,000 BTU with engine mounted shut-off valve. Right hand mounted controls.

Two-speed, dual, electric windshield wipers, intermittent type with windshield washer.

Dual sun visors.

Fire extinguisher, 5 lb. ABC dry chemical type.

23. Miscellaneous

Safety equipment and all lighting shall be as required to meet Federal, State of Wyoming, and OSHA regulations. Full set of roadside triangles mounted.

The winning vendor shall supply 2 complete sets of filters for each unit. **(All required filters)**

List options and pricing for extended warranties on chassis.

SPECIAL NOTE:

Components that require regular service shall be

ITEM

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BIDDERS
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Ten (10) micron, 100% hydraulic fluid filtration.

Two pack cycle counters, one re-settable, one non-resettable.

Bolt-on under ride.

Tailgate seal, 60" above floor level (standard).

Steel mud flaps, forward of rear tire. In front of rear wheels.

In-cab body packed out "power packing" indicator.

Body Floor: 3/16" AR200

Body Sides: AR450 and AR200

4 rows of body retention teeth.

26. Hopper

The hopper shall have a minimum 4.8 useable cubic yards.

Hopper floor: The hopper floor shall be constructed of 1/4" AR400 with 3/16" AR400 hopper wall.

Hopper Sides: 3/16", AR400 High Strength Steel.

The hopper shall have an automatic Steel Hopper Cover. Operated open and closed from within the cab.

27. Tailgate

Tailgate seal to be 60" above floor level.

Tailgate visual indicator tabs.

Tailgate to be painted the Safety Yellow the whole lower 1/4 of the tailgate

28. Arm Assembly

Hydraulic pilot operated spool valves, electric over hydraulic proportional controls.

Easy squeeze grip system reducing container damage.

Joystick main arm control on main console with ground accessible rocker switches under right hand of seat.

Series of horizontal lines for bidder input.

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Arm not stowed, in-cab light and delayed buzzer warning.
Arm out lamp mounted on chassis dash.
Arm Assembly=Grade 500B tube, Zero Radius Chain Driven Arm.

Interlock, cannot open grippers with arm in raised position.

Fully hydraulic arm cushioning.

Two arm cycle counters, one re-settable and one non-resettable.

Zero Radius Chain Driven Arm 1700lb maximum and 1000lb minimum capacity with a 12-foot Max reach and a 5ft minimum reach, capable of collecting both residential and commercial carts with no kick out. (90 gallon to 450-gallon containers without the need to change grip arms with an air grip plunger.)

Remote grease line 1/4" Korilla hose or comparable for pack cylinders.

Remote grease lines 1/4" Korilla hose or comparable to tailgate cylinders.

Remote grease line 1/4" Korilla hose or comparable to arm lift cylinder base.

Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. 1/4" Korilla hose or comparable. Lubecore automatic greaser or comparable.

29. Hydraulics

PTO driven tandem piston pump.

Front pump. Standard enclosure – no front pump cover or pump extending past front bumper.

Operate at idle pump (low RPM high speed arm) 6-8 second cycle @ 800 RPM.

Single speed-lift arm control.

High speed packer (low RPM).

Horizontal lines for bidder specifications.

ITEM

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(FE) 16 second packer cycle speed @ 800 RPM.

Automatic hydraulic operated oil heater.

Hydraulic Fluid cooler mounted body comparable to other City of Casper units.

Filter bypass warning – shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

Low oil warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

High temperature hydraulic fluid warning and shut down. Shut down system provides audible and visual warning of bypassing filter with increasing severity.

Protective hose covering: Wear resistant Cordura or equivalent sleeves locations:

All hydraulic pressure hoses exposed to chafing and/or present spraying hazard.

Hydraulic pressure hoses from chassis to body.

Oil reservoir: 50 gallons with heater wired to single plug in for the tank and the engine.

30. Lubrication

Remote grease lines required for any part that requires weekly grease points if unable to be reached from ground level or requires a creeper. ¼” Korilla hose or comparable. Lubecore automatic greaser or comparable.

Remote grease line ¼” Korilla hose or comparable to pack cylinder bearing.

Remote grease line ¼” Korilla hose or comparable to tailgate cylinders.

Remote grease line ¼” Korilla hose or comparable to arm lift cylinder base.

31. Gripper/Cylinders Universal/commercial spring steel Gripper for 30-450-gallon carts. Residential belt gripper for 30-100-gallon carts.

Horizontal lines for bidder specifications.

BIDDERS
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| | | | |
|-----|----------------------------|--|-------|
| | | Pin-on or bolt on gripper connection adapter. | _____ |
| | | | _____ |
| 32. | Controls | To be installed for right hand drive operation. | _____ |
| | | Joystick main arm control on main console. | _____ |
| | | Joystick hold-to-run removed. | _____ |
| | | Arm out lamp, mounted on chassis dash. | _____ |
| 33. | Lights & Paint | LED 4" stop/tail/turn and reverse lights. | _____ |
| | | Three Work lights: One hopper and two lift arm area. | _____ |
| | | Flood light options: 2 rear flood lights, high mount on tailgate. Reverse activated. | _____ |
| | | Two side body reverse flood lights mounted on fenders. Reverse activated. | _____ |
| | | Four smart lights, amber lights (combination turn signal, alternating flashers). | _____ |
| | | (NOTE: All lighting to LED where applicable) | _____ |
| | | Black paint on all attaching components on the chassis. | _____ |
| | | DuPont P9188, high gloss white, with 8" diagonal, DuPont 51304, burgundy stripe. | _____ |
| 34. | Miscellaneous Requirements | Auto neutral-lift arm activated (operate-at-idle). Chassis must be programmed correctly. | _____ |
| | | Arm restraint, system automatic. | _____ |
| | | Clean out tool – right hand. | _____ |
| | | Shovel holder – RH horizontal. | _____ |
| | | Tool Box: One (1) water tight mounted on ICC bar on rear of truck 18"x18"x24". | _____ |
| | | Tailgate visual indicator tabs. | _____ |
| | | Convex mirrors: right hand side, top view of dumping cart, left hand side lower view. | _____ |

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SPECIFICATIONS

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| | | |
|-----|--|---|
| | Fire extinguisher with bracket (10 lb.). | _____ |
| | Protective hose covering: Wear resistant Cordura or equivalent sleeves locations: | _____ |
| | All hydraulic pressure hoses exposed to chafing and/or present spraying hazard. | _____ |
| | Hydraulic pressure hoses from chassis to body. | _____ |
| | Tailgate cylinder hoses. | _____ |
| | All lift arm pressure hoses. | _____ |
| | Wireless Camera System Quad Camera System w/ 7" LCD display and cable. Mounted in the top right of windshield. | _____ |
| | Cameras to be installed: 3 on tailgate, one middle high and 2 on each side of tailgate 180 degrees rear view vision, one in hopper view. | _____ |
| | Automatic Camera Switching during operation of the loading cycle and auto switch when truck is in reverse. | _____ |
| 35. | Diagnostic Software | Two copies of manufacturer's service diagnostic software from Truck Manufacturer and two copies of service diagnostic software from side-load body manufacturer. If required, any hardware needed to operate the diagnostic software. |
| 36. | Manuals | Two (2) complete sets of operator's manuals, (2) sets of service manuals, and (2) sets of parts manuals shall be supplied (made specifically for truck and body being sold. NO EXCEPTIONS. Two (2) complete custom sets of SCHEMATICS for all electrical lines, hydraulic lines, and air lines (made specifically for truck and body sold being sold.) or an approved Digital version of the above stated manuals and schematics. NO EXCEPTIONS. |
| 37. | Warranty | Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12-month period. Provide minimum of one full day of on-site training specific to exhaust system during warranty period. One training must be included in delivery. |

ITEM

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**BIDDERS
SPECIFICATIONS**

Include options for extended warranties and pricing.

38. Delivery

Truck shall be delivered with a full tank of fuel, properly blended for the weather conditions if required. Must also have a full tank of DEF, NO JUGS LEFT IN THE CAB.

Diesel fuel to be at least the minimum requirements of blended #2/#1 diesel fuel with proper additives to correspond with climate conditions.
A copy of the order confirmation to be provided upon completion of order.

Original title shall be provided within 30 days of unit delivery to 1800 E. K St. Casper, WY 82601.
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601.

The vehicle temporary permit/registration will be valid for 45 days after the unit is complete, operable, and placed into service by the city.

If the temporary permit expires before the vehicle is complete and operable, the dealer shall provide another temporary permit or legal temporary plates until the vehicle is permanently licensed.

The winning vendor will bid and deliver 2 chassis equipped with 27-yard side-load body as specified in specifications.

Provide minimum of one (1) full day of dealer training and orientation on-site for City drivers and mechanics.

Trade-in vehicle will NOT be released for up to 60 days after delivery of new vehicle or until the new truck operates to the satisfaction of the City, whichever is sooner.

The winning vendor shall deliver a comparable chassis and Side-loading body rental at no charge if the truck is non-operable for more than 36 hours due to manufacturer defects or failures of the chassis or body for a minimum of one (1) year after delivery.

Horizontal lines for bidder specifications.

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Piggy back option to be included to purchase more units at the bid price for up to 120 days after the delivery of this unit from this order.

NOTE: These forms may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the quote, and if in the opinion of the City of Casper, the quote complied with the intent of the specification. Should funding be inadequate to cover the items quoted, all quotes may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center Casper, Wyoming, 82601. Phone 307-235-8410.

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE NEW SIDE-LOADING, 27 YARD, SANITATION TRUCK
(Approved by the City Attorney, 2022)
Dated the 7st Day of August, 2023**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes, 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond, if the bid is for more than one hundred and fifty thousand dollars (\$150,000), with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FINANCE OFFICE, City Hall, 200 N. David, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-601.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

November 17, 2023

MEMO TO: J. Carter Napier, City Manager

FROM: Tracey L. Belser, Support Services Director ^{TLB}
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New One-Ton Crew Cab 4x4 Pickup Truck with Tilt Bed in the Total Amount of \$74,737.00 for Use by the Solid Waste Division of the Public Services Department.

Meeting Type & Date

Regular Council Meeting
December 5, 2023

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new one-ton crew cab 4x4 pickup truck with tilt bed in the Total Amount of \$74,737.00 for use by the Solid Waste Division of the Public Services Department.

Summary

On September 7, 2023, bids were publicly opened for one (1) new one-ton crew cab 4x4 pickup truck with tilt bed for the Solid Waste Division. Three (3) bids were received from two (2) local vendors, Greiner Ford of Casper, WY and Fremont Motors of Casper, WY. This truck will be used for transporting employees, tools/equipment, signs, and trash cans to and from work sites throughout the City.

The new pickup truck is scheduled to arrive in two hundred twenty (220) days from the order date.

As required by Wyoming State Statute 15-1-113(b), a bid notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks. The bids were as follows:

| <u>Bid Item</u> | <u>Vendor</u> | <u>Amount</u> | <u>Trade-In</u> | <u>Total</u> |
|---|------------------------------|---------------|-----------------|--------------|
| (1) 2024 Ford F350 Able upfit on bed | Greiner Ford Casper, WY | \$74,737.00 | NA | \$74,737.00 |
| (1) 2024 RAM 3500 Atec upfit on bed | Fremont Motors Casper, WY | \$77,811.00 | NA | \$77,811.00 |
| (1) 2024 Ford F350 Atec upfit on bed | Greiner Ford Casper, WY | \$78,914.00 | NA | \$78,914.00 |

The recommended purchase of the one-ton pickup truck from Greiner Ford of Casper WY meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY24 adopted budget and is funded by Solid Waste capital funds with a total amount budgeted for \$85,000.00.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager, with oversight being transferred to Sean Orszulak, Solid Waste Superintendent in the Public Services Department, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
August 9th, 2023

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:15 p.m., September 7th 2023** for the following:

One (1) New **One Ton Crew Cab 4x4 Pickup Truck with 9' Tilt Bed and Accessories**, to be used in the Sanitation Division of the Public Services Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **One Ton Crew Cab 4x4 Pickup Truck with 9' Tilt Bed and Accessories**, to be used in the Sanitation Division of the Public Services Department. This unit shall be new with less than five hundred (500) miles. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

One Ton Pickup Truck

| | |
|--|-------|
| Domestic Manufacturer | _____ |
| Two keys | _____ |
| Mileage: 500 miles or less | _____ |
| Automatic 10 speed Transmission | _____ |
| Minimum of 430 Hp, and a minimum of 475 ft/lb torque | _____ |
| Power Steering | _____ |
| Tilt Steering Wheel | _____ |
| Power Brakes | _____ |
| Power Windows | _____ |
| Power Door Locks | _____ |
| Four Door Crew Cab | _____ |

| | |
|---|-------------------------|
| 9' tilt bed | _____ |
| Four Wheel Drive | _____ |
| Electronic shift on the fly | _____ |
| Single Rear Wheel | _____ |
| Tires/wheels – Radial ply tires as required for GVWR, 5 Tires and wheels (including spare), Good Year Wrangler Duratec tires Or approved equal | _____ _____ _____ |
| Spare Tire & Wheel to include Jack & Lug Wrench | _____ |
| AM/FM Radio with Bluetooth Factory Installed | _____ |
| Heater/Defroster | _____ |
| Dual battery with heavy duty charging system | _____ |
| Rear-end w/limited slip | _____ |
| Back up Camera | _____ |
| 50 Gallon Gas tank | _____ |
| Factory class V receiver hitch | _____ |
| Trailer/tow package | _____ |
| Factory Trailer Brake Controller | _____ |
| 7 Wire Trailer Plug | _____ |
| Factory Air Conditioning | _____ |
| Intermittent Wipers | _____ |
| Engine Block Heater | _____ |
| Permanent anti-freeze protection to minus 30 degrees F. | _____ |
| Factory snow plow prep package | _____ |
| Manufacturer's standard single color, white | _____ |
| Four-wheel anti-lock braking system | _____ |
| Upfitter Switches for Accessories | _____ |

Cloth seats, matching trim throughout in
Standard color, Steel or equivalent
Heavy Duty Vinyl Flooring throughout
Factory running boards

Back Up Alarm

Snow Plow Attachment, Including Installation

8'- 6" Western PRO Plus snow plow or approved equal

Electric over hydraulic controls

4 Way operation

Handheld controller

Rubber snow deflector

Installation included

Truck Lift Bed, Including Installation

Knapheide P.V.M.X. Model in 9' length platform or
approved equal

Lifting Bed- Controls shall have a hand control outside
and controls in the cab

Cab to Chassis- 60" or equal to flatbed requirement or
equal to.

Floor- treadplate floor platforms constructed of 1/8"
treadplate

End Rails & Side Rails-constructed of 12- gauge steel
With a 50,000psi minimum yield strength. Both end
And side rails are to have reinforced stake pockets that
Will accept nominal 2 x 4 lumber, as well as stake racks
And other accessories.

Long Sills- are to be constructed of 5" channel
(6.7 lbs per foot)

Cross Sills- are to be constructed of 11- gauge steel
with a 50,000-psi minimum yield strength. The cross
sills are to be 5.44" in height. The cross sills are to be
no farther than 18" apart.

Bulkhead - There shall be a panel that separates the cab from the cargo bed. The bulkhead shall be the width of the cab with rounded corners to match the form of the back of the cab and shall not be taller than the cab, color black. This panel is to be constructed of 11 gauge two sided 40 Galvanneal steel.

The bulkhead shall have a window for visibility.

Lighting- Is to meet all FMVSS standards. All Marker and clearance lights are to be provided and installed from a light kit. Lights are to be reflectorized, sealed lights in shock-resistant, rubber grommets, The lights are to be recessed in pre-punched holes in the ends and side rails. The wiring harness is to be encased in a plastic loom and include weather tight connectors

Body Paint- On top of body and the undercoating shall be rhino lined or equal

Tool Boxes- one on each side of truck 12w x 14t x 24L With metal T-handles, mounted on frame, not tilt bed.

Compatibility to maintain factory tow hitch

Relocation for factory back up sensors, if applicable

Relocation of factory back up camera, if applicable

Electric over hydraulic operation

Miscellaneous

5 Year 60,000 Mile Power Train Warranty

All warranties to begin upon delivery of fully assembled vehicle

Copy of Order Confirmation to be provided upon completion of order, full copy of specifications delivered with the completed unit

City of Casper shall be granted 10 business days from delivery to inspect/verify specification compliance prior to full acceptance

2 complete sets of parts manual and operator's manuals will be provided for the unit and all attachments included on the unit

All parts that are removed to install any aftermarket

components will be given back to the Fleet Division unless compensation or prior arrangements are agreed upon for the removed parts

Vehicle shall be delivered with a full tank of gas

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery
Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW 1-TON CREW CAB 4x4 WITH 9 FT TILT BED AND ACCESSORIES
FOR THE
SANITATION DIVISION OF THE PUBLIC SERVICES DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated **9th Day of August 2023.**

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for One (1) new 1-ton crew cab Pickup with 9 ft. tilt bed, as specified \$ _____
- II. Price bid for Western Snow Plow Attachment, installed and as specified \$ _____
- III. Price bid for Truck Bed Lift, installed and as specified \$ _____
- IV. Trade-in allowance for Unit: NONE \$ _____
- V. NET COST TO THE CITY (Total Price): \$ _____
- VI. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.
- VII. Trade in unit will be considered optional if, in the opinion of the City of Casper authorized staff, it is found to be in the best interest of the City of Casper to do so.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, certified check, or cashier's check made payable to the City of Casper, Wyoming, in an amount of five percent (5%) of the total amount of this bid is enclosed. The undersigned certifies that he understands the specifications relating to said bid security and agrees to the conditions set forth in said specifications.

Discounts will be allowed for prompt payment as follows:

10 Day _____%; 20 Days _____%; 30 Days _____%.

Submitted By: _____ Title: _____ Date: _____

Signature: _____ Phone: _____

**CITY OF CASPER, WYOMING
SPECIFICATIONS FOR
ONE (1) NEW 1-TON CREW CAB 4x4 WITH 9 FT BED
AND ACCESSORIES**

(Approved by the City Attorney, 2021)

August 7, 2023

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said

specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.

XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.