

COUNCIL MEETING AGENDA

Casper City Council

City Hall, Council Chambers

Tuesday, September 20, 2022, 6:00 p.m.



COUNCIL POLICY PUBLIC STATEMENTS

- I. Members of the Public Wishing to Speak to an Item Already on the Agenda, Other Than a Public Hearing, or Second or Third Reading Ordinance, Must Submit a Request to the City Clerk's Office by 12:00 Noon on the Monday Immediately Preceding the Council Meeting, or May Speak During the Communications from Persons Present.
- II. When Speaking to the City Council Please:
 - Clearly State Your Name and Address.
 - Direct all questions/comments to the Mayor and only the Mayor.
 - No personal attacks on staff or Council.
 - 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 Handled by the Appropriate Persons. Public Hearing Comments and Presentations Will be Limited to Five Minutes or Less per Person, nor Will Time Extensions be Permitted. No Duplication of Speakers will be Allowed.
- IV. Questions Posed by Speakers May, or May Not be Responded to by Council Members.
- 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 Council Chambers.
(These Guidelines Are Also Posted at the Podium in the Council Chambers)

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

Entrance to the meetings is the east door off David Street. Face coverings are encouraged for those individuals who have not been fully vaccinated against COVID-19. Public input via email is encouraged: CouncilComments@casperwy.gov

AGENDA

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

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Communication Accountability Stewardship Professionalism Efficiency Responsiveness

- A. CONSIDERATION OF MINUTES OF THE SEPTEMBER 6, 2022 REGULAR COUNCIL MEETING, AS PUBLISHED IN THE CASPER STAR-TRIBUNE ON SEPTEMBER 18, 2022
- B. CONSIDERATION OF MINUTES OF THE **FIRST** SEPTEMBER 6, 2022 EXECUTIVE SESSION – PERSONNEL
- C. CONSIDERATION OF MINUTES OF THE **SECOND** SEPTEMBER 6, 2022 EXECUTIVE SESSION – LITIGATION, PERSONNEL & LAND ACQUISITION.
- 4. CONSIDERATION OF BILLS AND CLAIMS
- 5. COMMUNICATIONS
 - A. From Persons Present
- 6. ESTABLISH DATES OF PUBLIC HEARINGS
 - A. Consent
 - 1. Establish October 4, 2022, as the Public Hearing Date for Consideration of:
 - a. **New Restaurant Liquor License No. 48** for Blues Gypsy, LLC, dba the **Bluebird at the Cheese Barrel**, Located at 544 South Center.
- 7. PUBLIC HEARINGS
 - A. Ordinances
 - 1. Ordinance Approving a Partial Plat, Vacation, Replat, Vacation of Public Parkland and a Zone Change for the **North Platte River Park No. 2 Subdivision**.
 - 2. An **Annexation of 2.0-Acres Described as Tract 8, Dowler No. 2 Subdivision** (3025 Paradise Drive), Establishing the Zoning of Said Parcel as C-2 (General Business), and **Rezoning 8.2-acres Described as the Paradise Acres Addition** (3041 Paradise Drive) as C-2 (General Business)
- 8. SECOND READING ORDINANCE
 - A. Correcting a **Scrivener's Error** in the Legal Description of Ordinance No. 34-19 Pertaining to the Mistaken Inclusion, Via Annexation, of the West Half of Lots 26 & 27, **South Garden Creek Acres No. 2 Addition** in the Casper Municipal Limits.
 - 1. Communications from Persons Present

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9. RESOLUTIONS

A. Consent

1. Authorizing an IRU Agreement between the City of Casper and WERCS Communications Inc., dba **Mountain West Technologies** Corporation for **Fiber Optic Cabling Services**.
2. Authorizing a Contract for Professional Services **Desert Mountain Corporation** for the **Street Ice Slicer Procurement**.
3. Authorizing Amendment #2 to the Contract for Professional Services with **State Line No. 7 Architects (SL#7)**, for the **Design Services for the City Hall Renovations and Addition** (Project SAFE).
4. Authorizing a Cooperative Agreement with the **Wyoming Department of Transportation** for **Street Enhancements Related to the Poplar Street Improvements** - CY Avenue to Collins Drive.
5. Authorizing the Execution of an **Access Permit with the Wyoming Department of Transportation** for Access Widening an Access Approach at **935 West Yellowstone Highway**.
6. Issuing a Revocable License Agreement with 6H Group, LLC, dba **Noland Feed**, for **Maintenance of a Loading Dock** within City Right-of-Way.
7. Authorizing an Agreement with JTL Group, Inc., dba **Knife River**, for the **2022 Platte River Trails Replacements**.
8. Authorizing a **Donation Agreement between the American Legion George W. Vroman Post 2** and the City of Casper Located at **Patterson-Zonta Park** for **Wyoming's Fallen Memorial**.
9. Amending the **City of Casper Statement of Investment Policy**.
10. Authorizing a Promissory Note to the State of Wyoming to Fund **Fire Pension A**.
11. Authorizing the **Community Development Block Grant - COVID Funds Agreement** in the Amount of \$750K Between the City of Casper and the Wyoming Community Development Authority to Assist in the Funding for the **Wyoming Food for Thought Grocery Store at the Site of the Former North Casper School**.
12. Authorizing the **Community Development Block Grant Agreement** in the Amount of \$500K Between the City of Casper and the Wyoming Community Development Authority to Assist in the Funding of the Renovations for the **Willard Envision Center with the Casper Housing Authority**.

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10. MINUTE ACTION

A. Consent

1. Authorizing the **Re-appointment of Bill Thompson** to the **City of Casper Investment Advisory Committee**.
2. Authorizing the **Purchase of One (1) John Deer 310SL Backhoe Loader and Grapple Bucket** for Use by the Parks Division of the Parks, Recreation, and Public Facilities Department.
3. Authorizing the **Purchase of One (1) New Wide Area Mower** for Use by the Parks Division of the Parks, Recreation, and Public Facilities Department.
4. Appointment of **Travis Van Hecke** to the Casper **Planning and Zoning Commission**.
5. Approving the Sole Source **Purchase of Three Commercial Truck Packs** for Use in the **Community Risk Reduction Officer Fire Vehicles** from **Iconic Metal Gear** in the Amount of \$43,349.07.
6. Approving the Sole Source Purchase of **Equipment and Installation of Equipment** by **Communication Technologies Inc.**, in the Amount of \$44,984.

11. INTRODUCTION OF MEASURES AND PROPOSALS BY MEMBERS OF THE CITY COUNCIL

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

13. ADJOURNMENT OF REGULAR MEETING

Upcoming Council Meetings

Regular Council Meetings

6:00 p.m. Tuesday, October 4, 2022 – Council Chambers

6:00 p.m. Tuesday, October 18, 2022 – Council Chambers

Work Sessions

4:30 p.m. Tuesday, September 27, 2022 – Council Meeting Room

4:30 p.m. Tuesday, October 11, 2022 – Council Meeting Room

ZONING CLASSIFICATIONS

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

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COUNCIL PROCEEDINGS
Casper City Hall – Council Chambers
September 6, 2022

1. ROLL CALL

Casper City Council met in regular session at 5:15 p.m., Tuesday, September 6, 2022. Present: Councilmembers Sutherland, Gamroth, Engebretsen, Knell, Cathey, Pollock, and Pacheco.

2. PLEDGE OF ALLEGIANCE

Mayor Pacheco led the audience in the pledge of allegiance.

3.A. SPECIAL MEETING MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Sutherland to, by minute action, approve the minutes of the August 9, 2022 special Council meeting, as published in the Casper Star Tribune on August 18, 2022. Motion passed.

3.B. EXECUTIVE SESSION MINUTES

Moved by Councilmember Pollock, seconded by Councilmember Gamroth to, by minute action, approve the minutes of the August 9, 2022 Executive Session. Motion passed.

3.C. REGULAR MEETING MINUTES

Moved by Councilmember Cathey, seconded by Councilmember Pollock to, by minute action, approve the minutes of the August 16, 2022 regular Council meeting, as published in the Casper Star Tribune on August 31, 2022. Motion passed.

3.D. EXECUTIVE SESSION MINUTES

Moved by Councilmember Engebretsen, seconded by Councilmember Sutherland to, by minute action, approve the minutes of the August 16, 2022 Executive Session. Motion passed.

4. BILLS & CLAIMS

Moved by Councilmember Pollock, seconded by Councilmember Engebretsen to, by minute action, approve payment of the September 6, 2022, bills and claims, as audited by City Manager Napier. Motion passed.

Bills & Claims 09/06/22

6HGroup	Goods	715.70
71Const	Goods	110,824.32
AMartinez	Reimb	300.00
AAALndscpng	Services	1,319.65
ABYMnfctrng	Goods	2,614.95
AccntPckgng	Goods	5,614.54
AceHrdwr	Goods	1,014.91
AddcoAcqstn	Goods	31,320.00
AhrnRntls	Services	12.35
AirInnvtns	Services	398.65
Airgas	Goods	1,664.32

AllncElctrc	Services	2,164.30
AlphaFcItsSltn	Services	3,928.11
Alsco	Services	2,288.30
Amrgs	Goods	876.13
AmrTech	Services	43,286.60
ArrwheadHeat	Services	281.75
ARSFlood	Services	150.00
AT&T	Services	2,210.57
AtlntcElctrc	Services	2,616.00
Atlas	Goods	3,269.89
B&BSales	Services	3,022.36
BrgnEllngsn	Goods	65.22
BntzTwnPmp	Goods	26.92
BlkHillsEnrgy	Utilities	24,950.30
BlkmnPrpn	Goods	734.70
BrntagPac	Goods	55,899.70
Brian'sGoTo	Services	403.25
CEvans	Reimb	150.00
CaraEntrprs	Services	290.00
CarusCorp	Goods	18,954.00
Caselle	Services	156.00
CsprHsngAthrty	Services	53,646.40
CsprNCHealth	Services	95,828.86
CsprStrTrb	Services	203.74
CsprTinShop	Services	90.00
CsprTire	Services	2,035.00
CntrlWyoHospice&Trnstns	Services	19,166.62
CntryLnk	Utilities	1,358.23
ChckdInMedia	Services	600.00
CITchnlgs	Services	3,714.23
CtyCspr	Services	598,005.64
CivicPlus	Goods	543.86
CivilEngnrng	Services	13,642.90
CMITeco	Services	39,224.25
CoastlChmcl	Goods	614.46
CocaCola	Services	41.25
Cmtrnx	Goods	2,152.60

Cnvrn	Goods	5,881.17
Core&Main	Goods	10,274.70
CowboySpLyHse	Goods	340.00
CPSDstrbtrs	Goods	3,920.11
CPU	Goods	2,386.00
CrimeScnInfo	Services	122.00
DKpnr	Services	6,292.99
DvdsnMchncl	Services	3,400.00
DnnsSpLy	Goods	1,413.87
DFS	Services	143.79
DPCIndstrs	Goods	34,395.76
DynmcCntrl	Services	540.42
E&FTowng	Services	655.00
EcnmcDvlpmnt	Services	1,000.00
EnrgyLabs	Services	1,013.00
FHiday	Reimb	250.69
FMoore	Reimb	150.00
FlcnEnvrnmntl	Services	20,124.00
FrgsnEnt	Goods	2,225.84
FIB	Goods/Invstmnts	710.35
ForzaFrnses	Services	595.00
GCBldgSpLy	Services	434.98
Galls	Goods	1,351.98
GeosyntcCnsltnts	Services	11,408.07
GilletteSteel	Goods	19,950.00
GldrAssoc	Services	3,225.50
GvrnmntJobs.Com	Services	13,007.02
Grngr	Goods	848.44
GrntPeakPmp	Goods	194,710.00
HaidPlmbng	Services	12,383.38
HrvrdDrugGrp	Goods	1,761.54
HDREngnrng	Services	10,165.08
HrcIsInd	Goods	12.30
HstryKeepers	Services	126.00
Homax	Goods	138,195.56
HowrdSpLy	Goods	1,902.97
IME	Services	733.00

JDean	Reimb	150.00
JHenley	Reimb	250.00
JStevens	Reimb	150.00
JTremel	Reimb	1,660.49
JKllr&Assoc	Services	2,685.00
JKCEngnrng	Services	7,340.00
JonasSftwr	Services	349.00
KThorstenson	Services	250.00
Kinsco	Goods	13,176.68
KnfRvr	Services	15,873.72
KubwtrRes	Goods	7,804.40
LtzsAplnc	Goods	2,299.00
LongBldgTech	Services	1,315.00
MHuss	Reimb	381.00
MlgrdCnstrctn	Services	512,644.13
MidlndImplmnt	Goods	10,360.00
MillsPD	Services	5,942.40
MLAuto	Services	700.00
MdrnElctrc	Services	63,193.05
Motn&FlowCntrl	Goods	45.66
MotorlaSltns	Services	26,652.08
MtnStLitho	Services	1,636.86
MtnWstTech	Services	3,968.95
Napa	Goods	238.91
NCHallOfJstc	Services	29,834.14
NCSO	Services	150,300.67
NCTrsr	Goods	215.00
NewcmTech	Goods	1,200.00
Norco	Goods	2,841.76
NrthrnLights	Services	3,150.00
NrthropBoilrWrks	Goods	9,008.69
NWstContr	Goods	2,170.29
OvrHeadDr	Services	3,971.22
PCNStrtgs	Goods	60,420.50
Pedens	Goods	3,123.00
PoliceFciltyDsgnGrp	Services	47,730.00
Post&Assoc	Services	4,720.00

PstlPros	Services	14,808.22
ProfrMrktng	Goods	4,237.80
RHarned	Reimb	150.00
RGrauberger	Reimb	111.59
RMcMillen	Reimb	150.00
Rlntls	Services	649.00
RckyMtnAirSltns	Goods	8,124.01
RckyMtnPwr	Utilities	214,155.27
RootrSwr	Services	8,741.13
SJohnston	Goods	75.00
STrumbull	Services	81.20
Shrts&More	Goods	1,800.00
Smrsh	Services	1,940.00
SmthPsych	Services	3,100.00
SolrwndsWrldwide	Services	8,055.00
SolsbryHill	Goods	412.19
SpareLabs	Services	5,791.66
StOfWyoNtry	Goods	240.00
StOfWyo	Services	198,120.05
StrykrSales	Goods	19,872.84
SummitElctrc	Services	580.73
SunCntryDist	Goods	15,462.06
SWI	Services	344.50
SynrgyPntng	Services	6,177.27
TenEPckgng	Goods	2,280.00
Tdach	Services	1,400.00
Thtchr	Goods	11,903.86
TheTreeDctr	Services	300.00
TheWash	Services	27.65
ThomsnReutrs	Goods	144.68
TKElvtr	Services	12,548.00
TopOffc	Goods	185.50
TylerTech	Services	7,704.00
Unifrms2Gear	Goods	1,260.47
VCAAnmlHsptl	Services	541.32
VrznWrsls	Services	2,591.52
VoiancLanguageSrv	Services	381.06

VRC	Services	480.64
Wamco	Services	1,100.00
WtrTech	Goods	12,129.09
WyneColumnConst	Services	34,860.96
WCCRstrtn	Services	315.00
WearPrts	Goods	27.27
WstrnStatesFirePrctn	Services	2,805.00
WhitsBuffaloSprngGoods	Goods	99.75
WLCEngrng	Services	21,644.82
WrldwdIndstrs	Services	18,294.70
WyoAsscOfRiskMngmnt	Goods	3,762.26
WyoFinanPrpts	Services	3,893.64
Wyo1stAid	Goods	311.24
WyoFoodForThght	Services	54,833.10
WLEA	Services	2,630.00
WyoLock&Safe	Goods	965.00
WyoLowVltge	Goods	1,253.00
WyoMchnry	Services	19,903.70
WyoPlantCmpny	Goods	1,000.00
WyoSteel&Rcyclng	Goods	1,800.00
WyoWtrQuality&Pollutn	Dues	680.00
XylmWtrSoltns	Services	4,572.00
ZonrSystms	Services	1,513.39
Total		3,399,515.78

5. ADJOURN INTO EXECUTIVE SESSION

At 5:18 p.m., it was moved Councilmember Pollock, seconded by Councilmember Sutherland to adjourn into executive session to discuss personnel. Motion passed. Council moved into the Council Meeting Room.

At 5:25 p.m., it was moved by Councilmember Knell, seconded by Councilmember Gamroth, to adjourn the executive session. Motion passed.

6.A. APPOINTMENT OF WARD II & WARD 3 COUNCILMEMBERS

Moved by Councilmember Cathey, seconded by Councilmember Pollock, to appoint Bruce Knell as Vice Mayor of Council for the remainder of this year. Motion passed.

Moved by Vice Mayor Knell, seconded by Councilmember Cathey, to appoint Kenyne Humphrey to fill the Ward II Council seat vacancy created by the resignation of Councilmember Johnson, and appoint Michael McIntosh to fill the Ward III Council seat vacancy created by the resignation

of Councilmember Freel. The terms of the new Councilmembers will terminate on January 3, 2023. Motion passed.

Several Councilmembers made statements to thank the candidates for their interest, compliment their qualifications, and encourage them to continue to be active in our community.

6.B. OATHS OF OFFICE

Mayor Pacheco issued the oaths of office to newly-appointed Vice Mayor Knell, newly appointed Ward II Councilmember Kenyne Humphrey, and newly-appointed Ward III Councilmember Michael McIntosh.

6.C. NEW COUNCILMEMBER COMMENTS

Mayor Pacheco acknowledged that Councilmembers Humphrey and McIntosh were present for the remainder of the regular Council meeting. They both thanked Council for their appointments.

7. BRIGHT SPOT

Mayor Pacheco introduced members of non-profit agencies in Casper to discuss Hunger Action Month. In attendance were Rachel Bailey, Executive Director of Food Bank of Wyoming; Trish and Tim Simeroth, Salvation Army; Karen Mohrman, 1st Church of Nazarene; and Barbara Walters, Radius Church. Mayor Pacheco read and presented a proclamation recognizing September 2022 as Hunger Action Month.

5. COMMUNICATIONS FROM PERSONS PRESENT

Individuals addressing Council were: Catherine Morris, 1311 Warwick, regarding curb and sidewalk damage caused by Treto at 4000 E 15th Street. Council asked questions and discussed the issue. They directed City Manager Napier to look into the complaint and work with Ms. Morris to resolve the issue.

Also addressing Council were: Dennis Steensland, 533 S Washington, regarding funding of vehicle purchases; Jessica Novotny, regarding security cameras and safe harbor rooms at fire stations; and Melva Schommer, 2055 S Beverly St, regarding police vehicles.

9.A. ESTABLISH PUBLIC HEARINGS

Moved by Councilmember Cathey, seconded by Councilmember Sutherland, to, by minute action: establish September 20, 2022, as the public hearing date for the consideration of:

1. Establish September 20, 2022, as the public hearing date for the consideration of an annexation of Tract 8, Dowler No. 2 Subdivision, establishing the zoning of said parcel as C-2 (General Business), and rezoning the Paradise Acres Addition as C-2 (General Business);
2. Establish November 1, 2022, as the public hearing date for the consideration of a resolution certifying annexation compliance with Title 15, Chapter 1, Article 4 of the Wyoming State Statutes to determine if the annexation of 2.0 acres described as Tract 8, Dowler No. 2 Subdivision, complies with W.S.§15-1-402; and,
3. Cancel the September 6, 2022 public hearing, and re-establish September 20, 2022 as the date of the public hearing for consideration of an ordinance approving a partial plat, vacation, replat, vacation of public parkland and a zone change for the North Platte River Park No. 2 Subdivision.

Councilmember Engebretsen abstained from Item 9.A.3. Motion passed.

10. PUBLIC HEARING – ORDINANCE

Mayor Pacheco opened the public hearing for the consideration of an ordinance correcting a scrivener's error in the legal description of Ordinance No. 34-19.

City Attorney Henley one (1) exhibit: correspondence from Liz Becher to J. Carter Napier, dated August 2, 2022.

There being no citizens to speak for or against the issue, the public hearing was closed.

Following ordinance read:

ORDINANCE NO. 15-22

AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE NO. 34-19 PERTAINING TO THE MISTAKEN INCLUSION, VIA ANNEXATION, OF THE WEST HALF OF LOTS 26 & 27, SOUTH GARDEN CREEK ACRES NO. 2 ADDITION IN THE CASPER MUNICIPAL LIMITS.

Councilmember Engebretsen presented the foregoing ordinance for approval, on first reading. Seconded by Councilmember Pollock. Motion passed.

11. ORDINANCE– THIRD READING

Following ordinance read:

ORDINANCE NO. 13-22

AN ORDINANCE AMENDING SECTIONS 17.20-070 AND 17.105.010 OF THE CASPER MUNICIPAL CODE.

Councilmember Pollock presented the foregoing ordinance for approval, on third reading. Seconded by Councilmember Gamroth. The ordinance amendments included updates to Title 17 of the Municipal Code concerning zoning needs, specifically Section 17.12.070 Off Street Parking and 17.105.010 Parking Storage and Use of Parkway, to make the Casper Municipal Code consistent throughout, following the approval of Ordinance No. 9-22 and Resolution No. 22-121 regarding parkway parking permits. Motion passed.

12. CONSENT RESOLUTIONS

The following resolutions were considered, by consent agenda:

RESOLUTION NO. 22-157

A RESOLUTION APPROVING THE VACATION AND REPLAT OF LOT 1, THE PLAZA ADDITION NO. 2, TO CREATE THE PLAZA ADDITION NO. 3, AND THE ASSOCIATED SUBDIVISION AGREEMENT.

RESOLUTION NO. 22-158

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MODERN ELECTRIC CO., FOR THE SOLID WASTE CRL ELECTRICAL SERVICE UPGRADES, PROJECT NO. 21-013.

RESOLUTION NO. 22-159

A RESOLUTION AUTHORIZING A GENERAL SERVICE CONTRACT WITH ROCKY MOUNTAIN POWER FOR NEW POWER SERVICES AS PART OF THE SOLID WASTE THERMAL LENSES AND CRL ELECTRICAL SERVICE UPGRADES.

RESOLUTION NO. 22-160

A RESOLUTION AUTHORIZING A PURCHASE ORDER FOR PROCUREMENT OF SEAQUEST CORROSION INHIBITOR FROM AQUA SMART, INC., FOR USE AT THE WATER TREATMENT PLANT.

RESOLUTION NO. 22-162

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS OF THE COUNTY OF NATRONA, WYOMING, THE CITY OF CASPER, WYOMING, THE TOWN OF EVANSVILLE, WYOMING, THE TOWN OF BAR NUNN, WYOMING, THE CITY OF MILLS, WYOMING, FOR IMPACT ASSISTANCE FUNDS.

Councilmember Humphrey presented the foregoing five (5) resolutions for adoption. Seconded by Councilmember Engebretsen. Motion passed.

13. MINUTE ACTION— CONSENT

Moved by Councilmember McIntosh, seconded by Councilmember Engebretsen to, by consent minute action:

1. Authorize the purchase of one new mid-size utility vehicle for use by the Code Enforcement Division of the Community Development Department;
2. Authorize the purchase of one new small area mower for use by the Parks Division of the Parks, Recreation, and Public Facilities Department;
3. Authorize the purchase of two new front-loading full eject 40-yard sanitation trucks, for use by the Sanitation Division of the Public Services Department;
4. Authorize the purchase of one new rear load sanitation truck for use by the Sanitation Division of the Public Services Department;
5. Authorize the purchase of one new 64,000 lbs. tandem axle roll off truck, for use by the Sanitation Division of the Public Services Department;
6. Authorize the purchase of two new side loading, 27 cubic yard sanitation trucks, for use by the Solid Waste Division of the Public Services Department; and
7. Authorize the purchase of ten diesel fuel shipments from Homax Oil Company for use in the Casper Solid Waste Division.

Motion passed.

12. INTRODUCTION OF MEASURES AND PROPOSALS

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

13. ADJOURN INTO EXECUTIVE SESSION

At 6:38 p.m., it was moved Councilmember Pollock, seconded by Councilmember Sutherland to

adjourn into executive session to discuss personnel, litigation, land acquisition. Motion passed. Council moved into the Council Meeting Room.

At 8:10 p.m., it was moved by Vice Mayor Knell, seconded by Councilmember Cathey, to adjourn the executive session. Motion passed.

14. ADJOURNMENT

The meeting was opened to the public. At 8:11 p.m., it was moved by Councilmember Cathey, seconded by Vice Mayor Knell, to adjourn the regular Council meeting. Motion passed.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

City of Casper - Bills and Claims for September 20, 2022

2530 - CPS DSTRBTRS

2530 - CPS DSTRBTRS	Parks - Athletic Maint.	Irrigation repair Soccer	\$88.18
<i>2530 - CPS DSTRBTRS - Total For Parks - Athletic Maint.</i>			<i>\$88.18</i>
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Valve Diaphragm for Amoco Park	\$113.57
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Locate Paint	\$114.25
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Backflow repair parts for Ash Street Office B	\$95.86
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Flange Gaskets for Crossroads Well	\$24.00
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Irrigation repair Highland Park	\$41.28
2530 - CPS DSTRBTRS	Parks - Parks Maint.	Backflow repair parts for 2nd Street	\$145.43
<i>2530 - CPS DSTRBTRS - Total For Parks - Parks Maint.</i>			<i>\$534.39</i>
2530 - CPS DSTRBTRS	Refuse - Residential	90 CONTAINER REPAIRS	\$277.08
<i>2530 - CPS DSTRBTRS - Total For Refuse - Residential</i>			<i>\$277.08</i>
2530 - CPS DSTRBTRS	Water Distribution	Marking Paint - Water & Sewer Line Material	\$372.24
<i>2530 - CPS DSTRBTRS - Total For Water Distribution</i>			<i>\$372.24</i>
2530 - CPS DSTRBTRS	Weed & Pest Fund	locate materials	\$66.55
<i>2530 - CPS DSTRBTRS - Total For Weed & Pest Fund</i>			<i>\$66.55</i>
2530 - CPS DSTRBTRS - ALL DEPARTMENTS			\$1,338.44

71 CONSTRUCTION, INC

71 CONSTRUCTION, INC	Streets	1/2" Hot Mix Asphalt	\$775.50
<i>71 CONSTRUCTION, INC - Total For Streets</i>			<i>\$775.50</i>
71 CONSTRUCTION, INC - ALL DEPARTMENTS			\$775.50

A.M.B.I. & SHIPPING,

A.M.B.I. & SHIPPING,	City Attorney	Postage / mailing service	\$46.95
<i>A.M.B.I. & SHIPPING, - Total For City Attorney</i>			<i>\$46.95</i>
A.M.B.I. & SHIPPING,	Customer Service	Postage / mailing service	\$550.37
<i>A.M.B.I. & SHIPPING, - Total For Customer Service</i>			<i>\$550.37</i>
A.M.B.I. & SHIPPING,	Fire-EMS Administration	Postage / mailing service	\$7.38
<i>A.M.B.I. & SHIPPING, - Total For Fire-EMS Administration</i>			<i>\$7.38</i>
A.M.B.I. & SHIPPING,	Human Resources	Postage / mailing service	\$113.33

<i>A.M.B.I. & SHIPPING, - Total For Human Resources</i>			<i>\$113.33</i>
A.M.B.I. & SHIPPING,	Municipal Court	Postage / mailing service	\$121.55
<i>A.M.B.I. & SHIPPING, - Total For Municipal Court</i>			<i>\$121.55</i>
A.M.B.I. & SHIPPING,	Risk Management	Postage / mailing service	\$5.06
<i>A.M.B.I. & SHIPPING, - Total For Risk Management</i>			<i>\$5.06</i>
A.M.B.I. & SHIPPING,	Streets	Mailing heat lance to DISSCO	\$59.10
<i>A.M.B.I. & SHIPPING, - Total For Streets</i>			<i>\$59.10</i>
A.M.B.I. & SHIPPING,	Traffic Control	Postage for Polara PED switch repair from 2n	\$16.65
<i>A.M.B.I. & SHIPPING, - Total For Traffic Control</i>			<i>\$16.65</i>
A.M.B.I. & SHIPPING, - ALL DEPARTMENTS			\$920.39

AAA LANDSCAPING

AAA LANDSCAPING	Community Development	Mowing & trimming service	\$959.01
<i>AAA LANDSCAPING - Total For Community Development</i>			<i>\$959.01</i>
AAA LANDSCAPING - ALL DEPARTMENTS			\$959.01

ACADEMY ONLINE COURS

ACADEMY ONLINE COURS	Fire-EMS Administration	EMS online training for Anthony Boyle	\$99.00
ACADEMY ONLINE COURS	Fire-EMS Administration	EMS1 Class	\$65.00
<i>ACADEMY ONLINE COURS - Total For Fire-EMS Administration</i>			<i>\$164.00</i>
ACADEMY ONLINE COURS - ALL DEPARTMENTS			\$164.00

ACUSHNET COMPANY

ACUSHNET COMPANY	Golf	Golf Ball Order	\$468.00
ACUSHNET COMPANY	Golf	Golf Ball Order	\$468.00
<i>ACUSHNET COMPANY - Total For Golf</i>			<i>\$936.00</i>
ACUSHNET COMPANY - ALL DEPARTMENTS			\$936.00

ACZ LABORATORIES INC

ACZ LABORATORIES INC	WWTP Operations	WTP-Quarterly-Grab	\$601.50
ACZ LABORATORIES INC	WWTP Operations	Selenium, total testing	\$68.50
<i>ACZ LABORATORIES INC - Total For WWTP Operations</i>			<i>\$670.00</i>
ACZ LABORATORIES INC	WWTP Pretreatment	WTP-Quarterly-Solids	\$284.50

ACZ LABORATORIES INC - Total For WWTP Pretreatment	\$284.50
ACZ LABORATORIES INC - ALL DEPARTMENTS	\$954.50

Adobe Inc

Adobe Inc	River Volunteer Events	ADOBE CREATIVE CLOUD	\$52.99
<i>Adobe Inc - Total For River Volunteer Events</i>			<i>\$52.99</i>
Adobe Inc - ALL DEPARTMENTS			\$52.99

AED SUPERSTORE

AED SUPERSTORE	Fire-EMS Operations	Adult Redi-Pak and pads	\$200.15
<i>AED SUPERSTORE - Total For Fire-EMS Operations</i>			<i>\$200.15</i>
AED SUPERSTORE - ALL DEPARTMENTS			\$200.15

AIRGAS USA LLC

AIRGAS USA LLC	Balefill - Baler Processing	Replacement torch tip for plasma table	\$142.00
<i>AIRGAS USA LLC - Total For Balefill - Baler Processing</i>			<i>\$142.00</i>
AIRGAS USA LLC	Refuse - Residential	Hydration drink powders	\$112.14
<i>AIRGAS USA LLC - Total For Refuse - Residential</i>			<i>\$112.14</i>
AIRGAS USA LLC - ALL DEPARTMENTS			\$254.14

ALBERTSONS #0062

ALBERTSONS #0062	Buildings & Structures Fund	Garbage Bags - clean out Business Center	\$9.49
<i>ALBERTSONS #0062 - Total For Buildings & Structures Fund</i>			<i>\$9.49</i>
ALBERTSONS #0062	Fire-EMS Administration	Ceremony Supplies	\$64.13
<i>ALBERTSONS #0062 - Total For Fire-EMS Administration</i>			<i>\$64.13</i>
ALBERTSONS #0062	Parks - Parks Maint.	Retirement M. Leyba	\$27.71
<i>ALBERTSONS #0062 - Total For Parks - Parks Maint.</i>			<i>\$27.71</i>
ALBERTSONS #0062	Water Administration	Supplies for CPU Advisory Board meeting	\$10.48
<i>ALBERTSONS #0062 - Total For Water Administration</i>			<i>\$10.48</i>
ALBERTSONS #0062 - ALL DEPARTMENTS			\$111.81

ALL TREES, LLC

ALL TREES, LLC	Refuse - Residential	Tree trimming	\$750.00
<i>ALL TREES, LLC - Total For Refuse - Residential</i>			<i>\$750.00</i>
ALL TREES, LLC - ALL DEPARTMENTS			\$750.00

ALLEN INSPECTIONS

ALLEN INSPECTIONS	Hogadon - Operations	Inspection of tower bases/chair lifts/chair cli	\$7,440.00
<i>ALLEN INSPECTIONS - Total For Hogadon - Operations</i>			<i>\$7,440.00</i>
ALLEN INSPECTIONS - ALL DEPARTMENTS			\$7,440.00

ALSCO

ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$58.82
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$216.64
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
ALSCO	Balefill - Disposal & Landfill	Professional Laundry Services	\$70.88
<i>ALSCO - Total For Balefill - Disposal & Landfill</i>			<i>\$417.22</i>
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.56
ALSCO	Refuse - Residential	Professional Laundry Services	\$110.06
<i>ALSCO - Total For Refuse - Residential</i>			<i>\$220.62</i>
ALSCO	Regional Water Operations	Professional Laundry Services	\$137.77
<i>ALSCO - Total For Regional Water Operations</i>			<i>\$137.77</i>
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$52.22
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$52.22
ALSCO	Sewer Wastewater Collection	Professional Laundry Services	\$52.22
<i>ALSCO - Total For Sewer Wastewater Collection</i>			<i>\$156.66</i>
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$133.40
ALSCO	Streets	Professional Laundry Services	\$134.42
ALSCO	Streets	Professional Laundry Services	\$126.26
<i>ALSCO - Total For Streets</i>			<i>\$660.88</i>
ALSCO	WWTP Operations	Professional Laundry Services	\$145.44
ALSCO	WWTP Operations	Professional Laundry Services	\$145.44
<i>ALSCO - Total For WWTP Operations</i>			<i>\$290.88</i>

ALSCO - ALL DEPARTMENTS

\$1,884.03

AMAZON.COM AMZN.COM/

AMAZON.COM AMZN.COM/ Police Administration	BOOK STORES	(\$250.00)
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AMAZON.COM AMZN.COM/ - Total For Police Administration		(\$250.00)
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AMAZON.COM AMZN.COM/ - ALL DEPARTMENTS		(\$250.00)
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AMAZON.COM MR5NO1YQ3

AMAZON.COM MR5NO1YQ Ice Arena - Concessions	CONCESSIONS - Nacho Chips	\$64.77
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AMAZON.COM MR5NO1YQ3 - Total For Ice Arena - Concessions		\$64.77
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AMAZON.COM MR5NO1YQ3 - ALL DEPARTMENTS		\$64.77
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AMAZON.COM Z642F6JS3

AMAZON.COM Z642F6JS3 Aquatics- Washington Oper	Dog Rescue Pads	\$102.99
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AMAZON.COM Z642F6JS3 - Total For Aquatics- Washington Oper		\$102.99
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AMAZON.COM Z642F6JS3 - ALL DEPARTMENTS		\$102.99
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AMERIGAS - CASPER

AMERIGAS - CASPER Balefill - Baler Processing	Propane	\$208.89
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AMERIGAS - CASPER - Total For Balefill - Baler Processing		\$208.89
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AMERIGAS - CASPER - ALL DEPARTMENTS		\$208.89
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AMZN Mktp US

AMZN Mktp US Aquatics - Operations	Testing Reagent	\$42.78
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AMZN Mktp US Aquatics - Operations	Testing Reagents	\$229.55
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AMZN Mktp US Aquatics - Operations	Handicap Lift Batteries	\$225.00
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AMZN Mktp US - Total For Aquatics - Operations		\$497.33
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AMZN Mktp US Balefill - Disposal & Landfill	BANK BAGS FOR SCALE HOUSE	\$20.83
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AMZN Mktp US - Total For Balefill - Disposal & Landfill		\$20.83
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AMZN Mktp US Ice Arena - Concessions	CONCESSION - Salsa	\$97.50
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AMZN Mktp US - Total For Ice Arena - Concessions		\$97.50
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AMZN Mktp US Parks - Parks Maint.	Batteries for irrigation phones	\$27.90
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<i>AMZN Mktp US - Total For Parks - Parks Maint.</i>			\$27.90
AMZN Mktp US	Police Administration	BOOK STORES	\$26.99
AMZN Mktp US	Police Administration	BOOK STORES	\$17.94
AMZN Mktp US	Police Administration	BOOK STORES	\$26.78
<i>AMZN Mktp US - Total For Police Administration</i>			\$71.71
AMZN Mktp US	Police Investigations	BOOK STORES	\$166.74
<i>AMZN Mktp US - Total For Police Investigations</i>			\$166.74
AMZN Mktp US	Rec Center - Operations	CRC Front Desk Card Printer cartridges for m	\$192.00
<i>AMZN Mktp US - Total For Rec Center - Operations</i>			\$192.00
AMZN Mktp US	Refuse - Recycling	CLEANING TOOLS FOR MRF	\$310.47
<i>AMZN Mktp US - Total For Refuse - Recycling</i>			\$310.47
AMZN Mktp US	Water Distribution	AMAZON KCLICKPICK OFFICE HANGING MESH	\$56.87
AMZN Mktp US	Water Distribution	Amazon E-Z Ink Printer Toner	\$38.24
<i>AMZN Mktp US - Total For Water Distribution</i>			\$95.11
AMZN Mktp US - ALL DEPARTMENTS			\$1,479.59

APPLE COMPUTER, INC.

APPLE COMPUTER, INC.	Fire-EMS Administration	Adobe for iPad	\$73.49
<i>APPLE COMPUTER, INC. - Total For Fire-EMS Administration</i>			\$73.49
APPLE COMPUTER, INC. - ALL DEPARTMENTS			\$73.49

AQUA SMART, INC.

AQUA SMART, INC.	Regional Water Operations	SeaQuest - Dry - Aqua Smart - Chemicals	\$135,600.00
<i>AQUA SMART, INC. - Total For Regional Water Operations</i>			\$135,600.00
AQUA SMART, INC. - ALL DEPARTMENTS			\$135,600.00

ARROWHEAD HEATING &

ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Service call, dispatch & filters	\$101.75
ARROWHEAD HEATING &	Balefill - Disposal & Landfill	Filter Change - August 2022	\$180.00
<i>ARROWHEAD HEATING & - Total For Balefill - Disposal & Landfill</i>			\$281.75
ARROWHEAD HEATING & - ALL DEPARTMENTS			\$281.75

AT & T CORP

AT & T CORP	Metro Animal Control	Acct #287279602134	\$900.00
<i>AT & T CORP - Total For Metro Animal Control</i>			<i>\$900.00</i>
AT & T CORP	Police Administration	Acct #287279602134	\$31,585.00
<i>AT & T CORP - Total For Police Administration</i>			<i>\$31,585.00</i>
AT & T CORP	Sewer Wastewater Collection	Acct #287295228508	\$160.16
<i>AT & T CORP - Total For Sewer Wastewater Collection</i>			<i>\$160.16</i>
AT & T CORP - ALL DEPARTMENTS			\$32,645.16

ATLAS OFFICE PRODUCT

ATLAS OFFICE PRODUCT	Balefill - Disposal & Landfill	Office supplies	\$479.18
<i>ATLAS OFFICE PRODUCT - Total For Balefill - Disposal & Landfill</i>			<i>\$479.18</i>
ATLAS OFFICE PRODUCT	Customer Service	PAPER & MISC OFFICE/BREAKROOM SUPPLIE	\$243.95
ATLAS OFFICE PRODUCT	Customer Service	OFFICE SUPPLIES - STAPLES	\$15.33
<i>ATLAS OFFICE PRODUCT - Total For Customer Service</i>			<i>\$259.28</i>
ATLAS OFFICE PRODUCT	Engineering	COPY PAPER	\$97.50
ATLAS OFFICE PRODUCT	Engineering	Copy Paper - Refunded for better priced opti	\$151.94
ATLAS OFFICE PRODUCT	Engineering	Copy Paper - Refunded for better priced opti	(\$151.94)
<i>ATLAS OFFICE PRODUCT - Total For Engineering</i>			<i>\$97.50</i>
ATLAS OFFICE PRODUCT	Finance	PAPER & MISC OFFICE/BREAKROOM SUPPLIE	\$83.47
<i>ATLAS OFFICE PRODUCT - Total For Finance</i>			<i>\$83.47</i>
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink for St. 1 Printers	\$38.10
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Plotter paper	\$32.60
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Office paper for Fire Admin	\$146.25
ATLAS OFFICE PRODUCT	Fire-EMS Administration	Ink Cartridges for fire admin	\$76.12
<i>ATLAS OFFICE PRODUCT - Total For Fire-EMS Administration</i>			<i>\$293.07</i>
ATLAS OFFICE PRODUCT	Health Insurance Fund	PAPER & MISC OFFICE/BREAKROOM SUPPLIE	\$75.56
<i>ATLAS OFFICE PRODUCT - Total For Health Insurance Fund</i>			<i>\$75.56</i>
ATLAS OFFICE PRODUCT	Human Resources	Credit for 2 boxes of lateral rail kits	(\$46.30)
ATLAS OFFICE PRODUCT	Human Resources	PAPER & MISC OFFICE/BREAKROOM SUPPLIE	\$75.56
<i>ATLAS OFFICE PRODUCT - Total For Human Resources</i>			<i>\$29.26</i>
ATLAS OFFICE PRODUCT	Municipal Court	Office supplies	\$333.37
<i>ATLAS OFFICE PRODUCT - Total For Municipal Court</i>			<i>\$333.37</i>
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$17.55
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$37.99
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$6.28

ATLAS OFFICE PRODUCT	Police Administration	Office furniture	\$160.75
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$348.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$1,044.00
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$182.90
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$208.38
ATLAS OFFICE PRODUCT	Police Administration	Office supplies	\$22.99
<i>ATLAS OFFICE PRODUCT - Total For Police Administration</i>			<i>\$2,028.84</i>
ATLAS OFFICE PRODUCT	Risk Management	PAPER & MISC OFFICE/BREAKROOM SUPPLIE	\$75.55
<i>ATLAS OFFICE PRODUCT - Total For Risk Management</i>			<i>\$75.55</i>
ATLAS OFFICE PRODUCT - ALL DEPARTMENTS			\$3,755.08

BADGER METER INC

BADGER METER INC	Water Meters	Beacon services - Aug. 2022	\$163.76
<i>BADGER METER INC - Total For Water Meters</i>			<i>\$163.76</i>
BADGER METER INC - ALL DEPARTMENTS			\$163.76

BAILEY'S ACE HARDWAR

BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Paint tray, putty knife, brush set, sand paper	\$29.11
BAILEY'S ACE HARDWAR	Balefill - Baler Processing	Fly trap, shutoff valve, spray paint	\$54.56
<i>BAILEY'S ACE HARDWAR - Total For Balefill - Baler Processing</i>			<i>\$83.67</i>
BAILEY'S ACE HARDWAR	Refuse - Recycling	Mop handle, mop head & mop bucket	\$107.97
<i>BAILEY'S ACE HARDWAR - Total For Refuse - Recycling</i>			<i>\$107.97</i>
BAILEY'S ACE HARDWAR - ALL DEPARTMENTS			\$191.64

BAILEYS ACE HDWE

BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to replace sump pump at Ice Arena -	\$4.59
BAILEYS ACE HDWE	Buildings & Structures Fund	Lighting Supplies for CMO - Baileys Ace	\$21.99
BAILEYS ACE HDWE	Buildings & Structures Fund	Repair supplies for Rec Center - Baileys Ace	\$11.18
BAILEYS ACE HDWE	Buildings & Structures Fund	BAS Shop Supplies - Baileys Ace	\$40.58
BAILEYS ACE HDWE	Buildings & Structures Fund	Supplies to replace sump pump at Ice Arena -	\$23.57
BAILEYS ACE HDWE	Buildings & Structures Fund	Return of lighting supplies for CMO - Baileys	(\$21.99)
<i>BAILEYS ACE HDWE - Total For Buildings & Structures Fund</i>			<i>\$79.92</i>
BAILEYS ACE HDWE	Parks - Parks Maint.	Epoxy for slide at Washington Park	\$61.50

<i>BAILEYS ACE HDWE - Total For Parks - Parks Maint.</i>			\$61.50
BAILEYS ACE HDWE	Sewer Stormwater	washout parts	\$22.95
<i>BAILEYS ACE HDWE - Total For Sewer Stormwater</i>			\$22.95
BAILEYS ACE HDWE	Traffic Control	Batteries for locator	\$9.59
<i>BAILEYS ACE HDWE - Total For Traffic Control</i>			\$9.59
BAILEYS ACE HDWE	WWTP Operations	MOWER FUSES	\$7.98
<i>BAILEYS ACE HDWE - Total For WWTP Operations</i>			\$7.98
BAILEYS ACE HDWE - ALL DEPARTMENTS			\$181.94

BARGREEN WYOMING

BARGREEN WYOMING	Buildings & Structures Fund	Custodial Supplies for Ice Arena - Bargreens	\$279.45
<i>BARGREEN WYOMING - Total For Buildings & Structures Fund</i>			\$279.45
BARGREEN WYOMING	Fire-EMS Operations	Station Supplies	\$22.63
BARGREEN WYOMING	Fire-EMS Operations	Plates and bowls for fire stations	\$633.07
<i>BARGREEN WYOMING - Total For Fire-EMS Operations</i>			\$655.70
BARGREEN WYOMING - ALL DEPARTMENTS			\$935.15

BEST WESTERN PLUS WH

BEST WESTERN PLUS WH	Fire-EMS Training	Hotel rooms for 3 people for final apparatus	\$241.62
BEST WESTERN PLUS WH	Fire-EMS Training	Three night stay while on trip to inspect new	\$241.62
BEST WESTERN PLUS WH	Fire-EMS Training	Hotel rooms for three people while on the fi	\$241.62
<i>BEST WESTERN PLUS WH - Total For Fire-EMS Training</i>			\$724.86
BEST WESTERN PLUS WH - ALL DEPARTMENTS			\$724.86

BESTBUYCOM8066762000

BESTBUYCOM8066762000	Information Services	iPad Case for Michael	\$59.99
<i>BESTBUYCOM8066762000 - Total For Information Services</i>			\$59.99
BESTBUYCOM8066762000 - ALL DEPARTMENTS			\$59.99

BIG D #31

BIG D #31	City Manager	Fuel for meeting in Cheyenne	\$27.87
BIG D #31	City Manager	Food expense for Cheyenne meeting	\$4.68
<i>BIG D #31 - Total For City Manager</i>			\$32.55

BIG D #31 - ALL DEPARTMENTS	\$32.55
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BIG HORN TIRE

BIG HORN TIRE	Balefill - Baler Processing	Service call, tire repair & O-ring	\$355.00
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<i>BIG HORN TIRE - Total For Balefill - Baler Processing</i>			<i>\$355.00</i>
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BIG HORN TIRE - ALL DEPARTMENTS	\$355.00
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BLACK HILLS ENERGY

BLACK HILLS ENERGY	Regional Water Operations	Acct #7513 1659 94	\$1,152.81
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<i>BLACK HILLS ENERGY - Total For Regional Water Operations</i>			<i>\$1,152.81</i>
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BLACK HILLS ENERGY - ALL DEPARTMENTS	\$1,152.81
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BLOEDORN LUMBER CO

BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$23.83
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BLOEDORN LUMBER CO	Buildings & Structures Fund	Supplies to replace hot water heater at Ice A	\$21.58
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BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies - Bloedorn	\$8.99
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BLOEDORN LUMBER CO	Buildings & Structures Fund	BAS Shop Supplies	\$6.29
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<i>BLOEDORN LUMBER CO - Total For Buildings & Structures Fund</i>			<i>\$60.69</i>
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BLOEDORN LUMBER CO	Parks - Parks Maint.	Boards for Adventure Playground	\$60.34
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<i>BLOEDORN LUMBER CO - Total For Parks - Parks Maint.</i>			<i>\$60.34</i>
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BLOEDORN LUMBER CO - ALL DEPARTMENTS	\$121.03
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BRENNTAG PACIFIC, IN

BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$16,330.70
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$13,628.30
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$13,769.90
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride	\$15,992.60
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$14,047.20
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ammonium Hydroxide	\$17,700.90
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$16,233.60
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$16,482.00
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BRENNTAG PACIFIC, IN	Regional Water Operations	Ferric Chloride - Brenntag - Chemicals	\$13,852.50
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<i>BRENNTAG PACIFIC, IN - Total For Regional Water Operations</i>			<i>\$138,037.70</i>
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BRENNTAG PACIFIC, IN - ALL DEPARTMENTS

\$138,037.70

BRIAN'S GO TO SERVIC

BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$127.69
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$102.68
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$103.76
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$121.36
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$143.98
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$145.52
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$148.24
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$175.68
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$100.02
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$96.16
BRIAN'S GO TO SERVIC	Community Development	Mowing service	\$125.98

BRIAN'S GO TO SERVIC - Total For Community Development \$1,391.07

BRIAN'S GO TO SERVIC - ALL DEPARTMENTS

\$1,391.07

BRICK & BOURBON- STI

BRICK & BOURBON- STI	Fire-EMS Training	Meal for 4 while on Apparatus Inspection Tri	\$104.09
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BRICK & BOURBON- STI - Total For Fire-EMS Training \$104.09

BRICK & BOURBON- STI - ALL DEPARTMENTS

\$104.09

BRIDGESTONE SPORTS U

BRIDGESTONE SPORTS U	Golf	Golf Balls Merchandise	\$498.76
BRIDGESTONE SPORTS U	Golf	Golf Balls Merchandise	\$1,564.72
BRIDGESTONE SPORTS U	Golf	Golf Balls Merchandise	\$488.59

BRIDGESTONE SPORTS U - Total For Golf \$2,552.07

BRIDGESTONE SPORTS U - ALL DEPARTMENTS

\$2,552.07

BURBACKS

BURBACKS	Buildings & Structures Fund	Refrigeration repair	\$5,785.33
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BURBACKS - Total For Buildings & Structures Fund \$5,785.33

BURBACKS - ALL DEPARTMENTS

\$5,785.33

C & C SUPPLY

C & C SUPPLY	Refuse - Residential	Bolts, nuts & washers	\$79.83
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<i>C & C SUPPLY - Total For Refuse - Residential</i>			\$79.83
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C & C SUPPLY - ALL DEPARTMENTS

\$79.83

CAPTUS PRESS INC

CAPTUS PRESS INC	Balefill - Disposal & Landfill	SWANA ONLINE TESTING	\$250.00
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<i>CAPTUS PRESS INC - Total For Balefill - Disposal & Landfill</i>			\$250.00
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CAPTUS PRESS INC - ALL DEPARTMENTS

\$250.00

CASELLE, INC.

CASELLE, INC.	Customer Service	Contract Support & Maintenance 10/01/22-	\$78.00
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<i>CASELLE, INC. - Total For Customer Service</i>			\$78.00
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CASELLE, INC. - ALL DEPARTMENTS

\$78.00

CASPER AREA CONVENTI

CASPER AREA CONVENTI	Police Career Services	Certified Tourism Ambassador Training	\$27.00
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<i>CASPER AREA CONVENTI - Total For Police Career Services</i>			\$27.00
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CASPER AREA CONVENTI - ALL DEPARTMENTS

\$27.00

CASPER COLLEGE

CASPER COLLEGE	Water Distribution	Tuition & course fees	\$390.00
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<i>CASPER COLLEGE - Total For Water Distribution</i>			\$390.00
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CASPER COLLEGE - ALL DEPARTMENTS

\$390.00

CASPER STAR-TRIBUNE,

CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-Notice of final payment to contr	\$118.32
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising - Standard Advertisement for Bid	\$568.04
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CASPER STAR-TRIBUNE,	Capital Projects Fund	Advertising-Notice of final payment to contr	\$127.80
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<i>CASPER STAR-TRIBUNE, - Total For Capital Projects Fund</i>			<i>\$814.16</i>
CASPER STAR-TRIBUNE,	Community Development	Advertising - Casper City Council Notice	\$97.44
CASPER STAR-TRIBUNE,	Community Development	Advertising - Planning & Zoning Notice	\$91.68
CASPER STAR-TRIBUNE,	Community Development	Advertising - Planning & Zoning Notice	\$44.16
CASPER STAR-TRIBUNE,	Community Development	Advertising - Legal Notice	\$45.60
CASPER STAR-TRIBUNE,	Community Development	Advertising - Planning & Zoning Notice	\$65.76
CASPER STAR-TRIBUNE,	Community Development	Advertising - Planning & Zoning Notice	\$44.16
CASPER STAR-TRIBUNE,	Community Development	Advertising - Public Service Opportunity	\$280.48
<i>CASPER STAR-TRIBUNE, - Total For Community Development</i>			<i>\$669.28</i>
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	Advertising - Request for Proposals	\$93.56
CASPER STAR-TRIBUNE,	Metropolitan Planning Org	Advertising - Request for Proposals	\$86.36
<i>CASPER STAR-TRIBUNE, - Total For Metropolitan Planning Org</i>			<i>\$179.92</i>
CASPER STAR-TRIBUNE,	Regional Water Operations	Notice - Central Wyo Regional Water	\$49.86
<i>CASPER STAR-TRIBUNE, - Total For Regional Water Operations</i>			<i>\$49.86</i>
CASPER STAR-TRIBUNE,	Traffic Control	Advertising-Notice of final payment to contr	\$223.12
<i>CASPER STAR-TRIBUNE, - Total For Traffic Control</i>			<i>\$223.12</i>
CASPER STAR-TRIBUNE,	WWTP Operations	Advertising-Notice of final payment to contr	\$227.86
<i>CASPER STAR-TRIBUNE, - Total For WWTP Operations</i>			<i>\$227.86</i>
CASPER STAR-TRIBUNE, - ALL DEPARTMENTS			\$2,164.20

CASPER TIN SHOP

CASPER TIN SHOP	Capital Projects Fund	Contract Withholding: 22300167	\$7,273.70
<i>CASPER TIN SHOP - Total For Capital Projects Fund</i>			<i>\$7,273.70</i>
CASPER TIN SHOP - ALL DEPARTMENTS			\$7,273.70

CASPER TIRE

CASPER TIRE	Refuse - Commercial	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Commercial</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Recycling	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Recycling</i>			<i>\$45.00</i>
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
CASPER TIRE	Refuse - Residential	Flat repair	\$45.00
<i>CASPER TIRE - Total For Refuse - Residential</i>			<i>\$90.00</i>

CASPER TIRE - ALL DEPARTMENTS	\$180.00
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CASPER WINDOW AND DO

CASPER WINDOW AND DO	Capital Projects Fund	Install front door crash bar exit	\$807.50
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<i>CASPER WINDOW AND DO - Total For Capital Projects Fund</i>			<i>\$807.50</i>
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CASPER WINDOW AND DO - ALL DEPARTMENTS	\$807.50
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CASPER WINNELSON CO

CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to replace hot water heaters at Ice	\$5.60
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CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to replace toilet seats at Marion Kre	\$29.47
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CASPER WINNELSON CO	Buildings & Structures Fund	Supplies to clear drains at Midget Football re	\$191.86
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CASPER WINNELSON CO	Buildings & Structures Fund	Hot water heater replacement supplies for Ic	\$2,821.23
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CASPER WINNELSON CO	Buildings & Structures Fund	Plumbing repair supplies for North Casper Cl	\$36.35
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CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Marion Kreiner Pool - Wi	\$56.66
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CASPER WINNELSON CO	Buildings & Structures Fund	Repair supplies for Marion Kreiner Pool - Wi	\$96.92
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<i>CASPER WINNELSON CO - Total For Buildings & Structures Fund</i>			<i>\$3,238.09</i>
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CASPER WINNELSON CO	Fire-EMS Operations	1.5" valve for the hose tester	\$78.13
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<i>CASPER WINNELSON CO - Total For Fire-EMS Operations</i>			<i>\$78.13</i>
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CASPER WINNELSON CO	WWTP Operations	Pipe reducer	\$41.52
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<i>CASPER WINNELSON CO - Total For WWTP Operations</i>			<i>\$41.52</i>
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CASPER WINNELSON CO - ALL DEPARTMENTS	\$3,357.74
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CASPER/NATRONA COUNT

CASPER/NATRONA COUNT	Fire-EMS Training	Parking fee for apparatus inspection trip	\$24.00
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<i>CASPER/NATRONA COUNT - Total For Fire-EMS Training</i>			<i>\$24.00</i>
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CASPER/NATRONA COUNT - ALL DEPARTMENTS	\$24.00
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CENTRAL WY. REGIONAL

CENTRAL WY. REGIONAL	Water Administration	Wholesale Water - August 2022	\$1,400,522.58
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<i>CENTRAL WY. REGIONAL - Total For Water Administration</i>			<i>\$1,400,522.58</i>
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CENTRAL WY. REGIONAL	Water Revenue and Transfers	System Investment Charges - August 2022	\$30,283.00
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<i>CENTRAL WY. REGIONAL - Total For Water Revenue and Transfers</i>			<i>\$30,283.00</i>
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CENTRAL WY. REGIONAL - ALL DEPARTMENTS

\$1,430,805.58

CENTRAL WY. RESCUE M

CENTRAL WY. RESCUE M	Capital Projects Fund	1% #16 Funding Central WY Resc	\$7,290.25
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<i>CENTRAL WY. RESCUE M - Total For Capital Projects Fund</i>			\$7,290.25
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CENTRAL WY. RESCUE M - ALL DEPARTMENTS

\$7,290.25

CENTURYLINK

CENTURYLINK	Aquatics - Operations	Acct #P-307-111-9950 456M	\$26.68
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<i>CENTURYLINK - Total For Aquatics - Operations</i>			\$26.68
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CENTURYLINK	Balefill - Disposal & Landfill	Acct #307-265-4035 606B	\$80.57
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CENTURYLINK	Balefill - Disposal & Landfill	Acct #P-307-111-9950 456M	\$85.81
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<i>CENTURYLINK - Total For Balefill - Disposal & Landfill</i>			\$166.38
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CENTURYLINK	Buildings & Structures Fund	Acct #P-307-111-9950 456M	\$16.14
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CENTURYLINK	Buildings & Structures Fund	Acct #307-265-0955 140B	\$44.56
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<i>CENTURYLINK - Total For Buildings & Structures Fund</i>			\$60.70
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CENTURYLINK	Cemetery	Acct #P-307-111-9950 456M	\$16.14
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<i>CENTURYLINK - Total For Cemetery</i>			\$16.14
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CENTURYLINK	City Attorney	Acct #P-307-111-9950 456M	\$58.96
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<i>CENTURYLINK - Total For City Attorney</i>			\$58.96
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CENTURYLINK	City Council	Acct #P-307-111-9950 456M	\$16.14
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<i>CENTURYLINK - Total For City Council</i>			\$16.14
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CENTURYLINK	City Hall	Acct #P-307-111-9950 456M	\$10.71
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<i>CENTURYLINK - Total For City Hall</i>			\$10.71
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CENTURYLINK	City Manager	Acct #P-307-111-9950 456M	\$37.55
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<i>CENTURYLINK - Total For City Manager</i>			\$37.55
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CENTURYLINK	Code Enforcement	Acct #P-307-111-9950 456M	\$75.11
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<i>CENTURYLINK - Total For Code Enforcement</i>			\$75.11
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CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$45.68
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CENTURYLINK	Customer Service	Acct #P-307-111-9950 456M	\$37.55
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CENTURYLINK	Customer Service	Acct #307-235-8290 915B	\$49.73
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<i>CENTURYLINK - Total For Customer Service</i>			\$132.96
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CENTURYLINK	Engineering	Acct #P-307-111-9950 456M	\$75.11
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<i>CENTURYLINK - Total For Engineering</i>			\$75.11
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CENTURYLINK	Finance	Acct #P-307-111-9950 456M	\$85.81
<i>CENTURYLINK - Total For Finance</i>			<i>\$85.81</i>
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-5104 106M	\$1,239.04
CENTURYLINK	Fire-EMS Administration	Acct #P-307-111-9950 456M	\$107.22
<i>CENTURYLINK - Total For Fire-EMS Administration</i>			<i>\$1,346.26</i>
CENTURYLINK	Fleet Maintenance Fund	Acct #P-307-111-9950 456M	\$69.67
<i>CENTURYLINK - Total For Fleet Maintenance Fund</i>			<i>\$69.67</i>
CENTURYLINK	Ft. Caspar Museum	Acct #P-307-111-9950 456M	\$16.14
<i>CENTURYLINK - Total For Ft. Caspar Museum</i>			<i>\$16.14</i>
CENTURYLINK	Golf - Operations	Acct #P-307-111-9950 456M	\$16.14
<i>CENTURYLINK - Total For Golf - Operations</i>			<i>\$16.14</i>
CENTURYLINK	Hogadon - Operations	Acct #P-307-111-9950 456M	\$53.53
<i>CENTURYLINK - Total For Hogadon - Operations</i>			<i>\$53.53</i>
CENTURYLINK	Human Resources	Acct #P-307-111-9950 456M	\$26.85
<i>CENTURYLINK - Total For Human Resources</i>			<i>\$26.85</i>
CENTURYLINK	Ice Arena - Operations	Acct #307-235-7540 740B	\$48.48
CENTURYLINK	Ice Arena - Operations	Acct #P-307-111-9950 456M	\$21.41
<i>CENTURYLINK - Total For Ice Arena - Operations</i>			<i>\$69.89</i>
CENTURYLINK	Information Services	Acct #P-307-111-9950 456M	\$85.81
<i>CENTURYLINK - Total For Information Services</i>			<i>\$85.81</i>
CENTURYLINK	Metro Animal Shelter	Acct #P-307-111-9950 456M	\$16.14
<i>CENTURYLINK - Total For Metro Animal Shelter</i>			<i>\$16.14</i>
CENTURYLINK	Municipal Court	Acct #307-234-6291 349B	\$29.25
CENTURYLINK	Municipal Court	Acct #P-307-111-9950 456M	\$58.96
<i>CENTURYLINK - Total For Municipal Court</i>			<i>\$88.21</i>
CENTURYLINK	Parks - Parks Maint.	Acct #P-307-111-9950 456M	\$58.96
<i>CENTURYLINK - Total For Parks - Parks Maint.</i>			<i>\$58.96</i>
CENTURYLINK	Planning	Acct #P-307-111-9950 456M	\$53.53
<i>CENTURYLINK - Total For Planning</i>			<i>\$53.53</i>
CENTURYLINK	Police Administration	Acct #P-307-111-9950 456M	\$332.20
<i>CENTURYLINK - Total For Police Administration</i>			<i>\$332.20</i>
CENTURYLINK	Public Safety Communication	Acct #307-235-7592 537B	\$201.18
CENTURYLINK	Public Safety Communication	Acct #P-307-111-5107 160M	\$11,130.53
CENTURYLINK	Public Safety Communication	Acct #P-307-632-4759 643M	\$303.75
CENTURYLINK	Public Safety Communication	Acct #P-307-111-9950 456M	\$10.71
<i>CENTURYLINK - Total For Public Safety Communications</i>			<i>\$11,646.17</i>

CENTURYLINK	Rec Center - Operations	Acct #P-307-111-9950 456M	\$42.82
<i>CENTURYLINK - Total For Rec Center - Operations</i>			<i>\$42.82</i>
CENTURYLINK	Regional Water Operations	Acct #P-307-111-9950 456M	\$21.41
<i>CENTURYLINK - Total For Regional Water Operations</i>			<i>\$21.41</i>
CENTURYLINK	Risk Management	Acct #P-307-111-9950 456M	\$16.14
<i>CENTURYLINK - Total For Risk Management</i>			<i>\$16.14</i>
CENTURYLINK	Sewer Wastewater Collection	Acct #307-234-6303 407B	\$82.99
CENTURYLINK	Sewer Wastewater Collection	Acct #P-307-111-9950 456M	\$10.71
<i>CENTURYLINK - Total For Sewer Wastewater Collection</i>			<i>\$93.70</i>
CENTURYLINK	Streets	Acct #P-307-111-9950 456M	\$37.55
<i>CENTURYLINK - Total For Streets</i>			<i>\$37.55</i>
CENTURYLINK	Water Administration	Acct #P-307-111-9950 456M	\$21.41
<i>CENTURYLINK - Total For Water Administration</i>			<i>\$21.41</i>
CENTURYLINK	Water Distribution	Acct #P-307-111-9950 456M	\$16.14
<i>CENTURYLINK - Total For Water Distribution</i>			<i>\$16.14</i>
CENTURYLINK	Water Meters	Acct #P-307-111-9950 456M	\$31.95
<i>CENTURYLINK - Total For Water Meters</i>			<i>\$31.95</i>
CENTURYLINK	WWTP Operations	Acct #P-307-111-9950 456M	\$32.12
<i>CENTURYLINK - Total For WWTP Operations</i>			<i>\$32.12</i>
CENTURYLINK - ALL DEPARTMENTS			\$14,954.99

CERTIFIED BUSINESS S

CERTIFIED BUSINESS S	Capital Projects Fund	Textile Storage Cabinets	\$23,907.00
<i>CERTIFIED BUSINESS S - Total For Capital Projects Fund</i>			<i>\$23,907.00</i>
CERTIFIED BUSINESS S - ALL DEPARTMENTS			\$23,907.00

CEUPLAN

CEUPLAN	WWTP Operations	WWT PROCESS CONTROL TRAINING	\$196.35
CEUPLAN	WWTP Operations	ACTIVATED SLUDGE TRAINING	\$121.40
<i>CEUPLAN - Total For WWTP Operations</i>			<i>\$317.75</i>
CEUPLAN - ALL DEPARTMENTS			\$317.75

CHALK BUTTES LANDSCA

CHALK BUTTES LANDSCA	Capital Projects Fund	2022 Highland Park Cemetery Ir	\$91,770.90
CHALK BUTTES LANDSCA - Total For Capital Projects Fund			\$91,770.90
CHALK BUTTES LANDSCA	Water Revenue and Transfers Retainage - Contract #23300009		\$4,830.05
CHALK BUTTES LANDSCA - Total For Water Revenue and Transfers			\$4,830.05
CHALK BUTTES LANDSCA - ALL DEPARTMENTS			\$96,600.95

CHARTER COMMUNICATIO

CHARTER COMMUNICATIO	Public Safety Communication	CABLE, SATELLITE & OTHER PAY TV/RADIO S	\$84.13
<i>CHARTER COMMUNICATIO - Total For Public Safety Communications</i>			<i>\$84.13</i>
CHARTER COMMUNICATIO - ALL DEPARTMENTS			\$84.13

CHEVRON 0073054

CHEVRON 0073054	Police Administration	AUTOMATED FUEL DISPENSERS	\$45.31
<i>CHEVRON 0073054 - Total For Police Administration</i>			<i>\$45.31</i>
CHEVRON 0073054 - ALL DEPARTMENTS			\$45.31

CHICK FIL A MSP Q

CHICK FIL A MSP Q	Fire-EMS Training	Dinner for 3 while on Apparatus Inspection T	\$49.38
<i>CHICK FIL A MSP Q - Total For Fire-EMS Training</i>			<i>\$49.38</i>
CHICK FIL A MSP Q - ALL DEPARTMENTS			\$49.38

CHICK-FIL-A #03335

CHICK-FIL-A #03335	City Manager	Food expense for meeting in Cheyenne	\$26.43
<i>CHICK-FIL-A #03335 - Total For City Manager</i>			<i>\$26.43</i>
CHICK-FIL-A #03335 - ALL DEPARTMENTS			\$26.43

CHRIS LUSE

CHRIS LUSE	Police Career Services	Two day class	\$1,225.00
<i>CHRIS LUSE - Total For Police Career Services</i>			<i>\$1,225.00</i>
CHRIS LUSE - ALL DEPARTMENTS			\$1,225.00

CITIZEN PAYMENT

CITIZEN PAYMENT	Aquatics- Mike Sedar Oper.	Refund - canceled pool party @ Mike Sedar	\$580.00
<i>CITIZEN PAYMENT - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$580.00</i>
CITIZEN PAYMENT	Fire-EMS Training	Mileage / Hotel / Per Diem Reimbursement	\$587.58
<i>CITIZEN PAYMENT - Total For Fire-EMS Training</i>			<i>\$587.58</i>
CITIZEN PAYMENT - ALL DEPARTMENTS			\$1,167.58

CITRIX SYSTEMS INC.

CITRIX SYSTEMS INC.	Aquatics - Operations	COC Citrix Renewals	\$355.39
<i>CITRIX SYSTEMS INC. - Total For Aquatics - Operations</i>			<i>\$355.39</i>
CITRIX SYSTEMS INC.	City Clerk	COC Citrix Renewals	\$88.85
<i>CITRIX SYSTEMS INC. - Total For City Clerk</i>			<i>\$88.85</i>
CITRIX SYSTEMS INC.	Community Development	COC Citrix Renewals	\$177.69
<i>CITRIX SYSTEMS INC. - Total For Community Development</i>			<i>\$177.69</i>
CITRIX SYSTEMS INC.	Fire-EMS Administration	COC Citrix Renewals	\$1,954.64
<i>CITRIX SYSTEMS INC. - Total For Fire-EMS Administration</i>			<i>\$1,954.64</i>
CITRIX SYSTEMS INC.	Information Services	COC Citrix Renewals	\$799.63
<i>CITRIX SYSTEMS INC. - Total For Information Services</i>			<i>\$799.63</i>
CITRIX SYSTEMS INC.	Parks - Parks Maint.	COC Citrix Renewals	\$310.97
<i>CITRIX SYSTEMS INC. - Total For Parks - Parks Maint.</i>			<i>\$310.97</i>
CITRIX SYSTEMS INC.	Police Administration	COC Citrix Renewals	\$3,909.28
<i>CITRIX SYSTEMS INC. - Total For Police Administration</i>			<i>\$3,909.28</i>
CITRIX SYSTEMS INC.	Traffic Control	COC Citrix Renewals	\$88.85
<i>CITRIX SYSTEMS INC. - Total For Traffic Control</i>			<i>\$88.85</i>
CITRIX SYSTEMS INC.	Water Meters	COC Citrix Renewals	\$621.93
<i>CITRIX SYSTEMS INC. - Total For Water Meters</i>			<i>\$621.93</i>
CITRIX SYSTEMS INC.	Weed & Pest Fund	COC Citrix Renewals	\$133.27
<i>CITRIX SYSTEMS INC. - Total For Weed & Pest Fund</i>			<i>\$133.27</i>
CITRIX SYSTEMS INC. - ALL DEPARTMENTS			\$8,440.50

CITY OF CASPER

CITY OF CASPER	Fire-EMS Training	Miller House security deposit for rental to ho	\$600.00
<i>CITY OF CASPER - Total For Fire-EMS Training</i>			<i>\$600.00</i>

CITY OF CASPER	Hogadon - Operations	Pickup Landfill	\$20.00
<i>CITY OF CASPER - Total For Hogadon - Operations</i>			<i>\$20.00</i>
CITY OF CASPER	Parks - Parks Maint.	Public Garbage	\$106.38
<i>CITY OF CASPER - Total For Parks - Parks Maint.</i>			<i>\$106.38</i>
CITY OF CASPER	Public Transit - CARES Act	Workorder / Fuel Charge - August 2022	\$22,824.75
<i>CITY OF CASPER - Total For Public Transit - CARES Act</i>			<i>\$22,824.75</i>
CITY OF CASPER	Public Transit - Operations	Workorder / Fuel Charge - August 2022	\$26,162.66
<i>CITY OF CASPER - Total For Public Transit - Operations</i>			<i>\$26,162.66</i>
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,521.04
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$7,010.82
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$8,099.46
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,393.60
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,736.52
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,686.82
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle newspaper/cardboa	\$6,764.06
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle magazines/cardboar	\$6,934.97
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$6,353.14
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle cardboard/magazines	\$8,397.29
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$4,865.96
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,566.40
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$7,430.40
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$595.62
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,508.62
CITY OF CASPER	Refuse - Residential	Garbage baler & recycled cardboard	\$7,133.42
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$6,473.42
CITY OF CASPER	Refuse - Residential	Monthly balefill pass billing - July 2022	\$58,440.00
CITY OF CASPER	Refuse - Residential	Balefill pass billing for August 2022	\$65,800.00
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & newspaper/card	\$6,683.30
CITY OF CASPER	Refuse - Residential	Garbage baler, recycle newspaper/cardboard	\$6,386.06
CITY OF CASPER	Refuse - Residential	Public garbage-baler & recycle cardboard	\$451.98
CITY OF CASPER	Refuse - Residential	Garbage baler, park trash & recycle cardboar	\$6,231.10
CITY OF CASPER	Refuse - Residential	Garbage baler & recycle cardboard	\$5,847.66
CITY OF CASPER	Refuse - Residential	Street sweeping monthly fee	\$2,266.00
<i>CITY OF CASPER - Total For Refuse - Residential</i>			<i>\$261,577.66</i>
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges	\$84.00
CITY OF CASPER	Regional Water Operations	Sewer & Refuse Charges	\$28.63

<i>CITY OF CASPER - Total For Regional Water Operations</i>			<i>\$112.63</i>
CITY OF CASPER	WWTP Operations	Alternate Daily Compost	\$739.20
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$107.46
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$165.78
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$91.26
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$85.32
CITY OF CASPER	WWTP Operations	Sump Sludge/Honey Wagon	\$113.40
<i>CITY OF CASPER - Total For WWTP Operations</i>			<i>\$1,302.42</i>
CITY OF CASPER - ALL DEPARTMENTS			\$312,706.50

CIVICPLUS LLC

CIVICPLUS LLC	City Attorney	Online Code Hosting	\$900.00
<i>CIVICPLUS LLC - Total For City Attorney</i>			<i>\$900.00</i>
CIVICPLUS LLC - ALL DEPARTMENTS			\$900.00

CIVIL ENGINEERING PR

CIVIL ENGINEERING PR	Metropolitan Planning Org	Garden Creek Trail Loop Connec	\$3,890.25
CIVIL ENGINEERING PR	Metropolitan Planning Org	Garden Creek Trail Loop Connec	\$10,524.74
<i>CIVIL ENGINEERING PR - Total For Metropolitan Planning Org</i>			<i>\$14,414.99</i>
CIVIL ENGINEERING PR - ALL DEPARTMENTS			\$14,414.99

CKE LA HERRADURA SHE

CKE LA HERRADURA SHE	Fire-EMS Training	Meal for two while attending Hazmat Tech Cl	\$37.49
<i>CKE LA HERRADURA SHE - Total For Fire-EMS Training</i>			<i>\$37.49</i>
CKE LA HERRADURA SHE - ALL DEPARTMENTS			\$37.49

CMI TECO, INC.

CMI TECO, INC.	Refuse - Commercial	Equipment repair	\$3,021.85
<i>CMI TECO, INC. - Total For Refuse - Commercial</i>			<i>\$3,021.85</i>
CMI TECO, INC.	Refuse - Recycling	Document holder	\$22.56
CMI TECO, INC.	Refuse - Recycling	Equipment repair	\$1,595.74
<i>CMI TECO, INC. - Total For Refuse - Recycling</i>			<i>\$1,618.30</i>
CMI TECO, INC.	Refuse - Residential	Forward lighting	\$706.92

CMI TECO, INC.	Refuse - Residential	Equipment repair	\$4,194.39
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$572.45
CMI TECO, INC.	Refuse - Residential	Equipment repair	\$790.72
<i>CMI TECO, INC. - Total For Refuse - Residential</i>			<i>\$6,264.48</i>
CMI TECO, INC. - ALL DEPARTMENTS			\$10,904.63

COASTAL CHEMICAL CO

COASTAL CHEMICAL CO	Regional Water Operations	Unleaded fuel	\$136.34
<i>COASTAL CHEMICAL CO - Total For Regional Water Operations</i>			<i>\$136.34</i>
COASTAL CHEMICAL CO - ALL DEPARTMENTS			\$136.34

COCA COLA BOTTLING C

COCA COLA BOTTLING C	Balefill - Disposal & Landfill	Water delivery	\$24.75
<i>COCA COLA BOTTLING C - Total For Balefill - Disposal & Landfill</i>			<i>\$24.75</i>
COCA COLA BOTTLING C - ALL DEPARTMENTS			\$24.75

COMFORT INN & STES

COMFORT INN & STES	Fire-EMS Training	Hotel stay for two while at Hazmat Tech Clas	\$602.48
COMFORT INN & STES	Fire-EMS Training	Hotel Charges for Hazmat Tech class for two	\$602.52
<i>COMFORT INN & STES - Total For Fire-EMS Training</i>			<i>\$1,205.00</i>
COMFORT INN & STES - ALL DEPARTMENTS			\$1,205.00

COMPOUNDING SPECIALI

COMPOUNDING SPECIALI	Metro Animal Shelter	DRUG STORES, PHARMACIES	\$65.00
<i>COMPOUNDING SPECIALI - Total For Metro Animal Shelter</i>			<i>\$65.00</i>
COMPOUNDING SPECIALI - ALL DEPARTMENTS			\$65.00

COMTRONIX, INC.

COMTRONIX, INC.	Aquatics - Operations	Alarm Monitoring	\$186.00
<i>COMTRONIX, INC. - Total For Aquatics - Operations</i>			<i>\$186.00</i>
COMTRONIX, INC.	Balefill - Disposal & Landfill	Alarm Monitoring	\$1,068.00
<i>COMTRONIX, INC. - Total For Balefill - Disposal & Landfill</i>			<i>\$1,068.00</i>

COMTRONIX, INC.	Balefill - Diversion & Special	Alarm service & alarm repair	\$489.70
<i>COMTRONIX, INC. - Total For Balefill - Diversion & Special</i>			<i>\$489.70</i>
COMTRONIX, INC.	Buildings & Structures Fund	Alarm Monitoring	\$374.00
<i>COMTRONIX, INC. - Total For Buildings & Structures Fund</i>			<i>\$374.00</i>
COMTRONIX, INC.	Golf - Operations	Alarm monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Golf - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Hogadon - Operations	Alarm monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Hogadon - Operations</i>			<i>\$183.00</i>
COMTRONIX, INC.	Ice Arena - Operations	Alarm Monitoring	\$198.00
<i>COMTRONIX, INC. - Total For Ice Arena - Operations</i>			<i>\$198.00</i>
COMTRONIX, INC.	Metro Animal Shelter	Alarm Monitoring	\$183.00
<i>COMTRONIX, INC. - Total For Metro Animal Shelter</i>			<i>\$183.00</i>
COMTRONIX, INC.	Police Administration	Alarm Monitoring	\$168.00
<i>COMTRONIX, INC. - Total For Police Administration</i>			<i>\$168.00</i>
COMTRONIX, INC.	Public Transit - Operations	Alarm monitoring & radio service	\$56.00
<i>COMTRONIX, INC. - Total For Public Transit - Operations</i>			<i>\$56.00</i>
COMTRONIX, INC.	Rec Center - Operations	Alarm Monitoring	\$108.00
<i>COMTRONIX, INC. - Total For Rec Center - Operations</i>			<i>\$108.00</i>
COMTRONIX, INC. - ALL DEPARTMENTS			\$3,196.70

CONOCO - BUCKS TRAVE

CONOCO - BUCKS TRAVE	Fire-EMS Training	Fuel for travel from Sheridan while attending	\$64.59
<i>CONOCO - BUCKS TRAVE - Total For Fire-EMS Training</i>			<i>\$64.59</i>
CONOCO - BUCKS TRAVE - ALL DEPARTMENTS			\$64.59

CONVERGEONE

CONVERGEONE	Information Services	VMWare Renewal	\$39,914.50
<i>CONVERGEONE - Total For Information Services</i>			<i>\$39,914.50</i>
CONVERGEONE - ALL DEPARTMENTS			\$39,914.50

CORDICO INC

CORDICO INC	Human Resources	Fire Fighter Wellness App - 8/11/22 to 8/10/	\$27,000.00
<i>CORDICO INC - Total For Human Resources</i>			<i>\$27,000.00</i>

CORDICO INC - ALL DEPARTMENTS	\$27,000.00
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Core & Main

Core & Main	Water Meters	30 - Meters 2	\$3,302.40
Core & Main	Water Meters	New Meters/ERT's - Turbine E-Coder	\$2,985.20
Core & Main	Water Meters	Neptune Meters - New Meters/ERT's	\$2,108.04
<i>Core & Main - Total For Water Meters</i>			<i>\$8,395.64</i>
Core & Main - ALL DEPARTMENTS			\$8,395.64

CORNER GROCERY

CORNER GROCERY	Balefill - Disposal & Landfill	TRANSPORTATION TO WSWRA CONFERENCE	\$46.02
<i>CORNER GROCERY - Total For Balefill - Disposal & Landfill</i>			<i>\$46.02</i>
CORNER GROCERY - ALL DEPARTMENTS			\$46.02

COWBOY SUPPLY HOUSE

COWBOY SUPPLY HOUSE	Buildings & Structures Fund	Bathroom cleaner, tissue & paper towels	\$368.65
<i>COWBOY SUPPLY HOUSE - Total For Buildings & Structures Fund</i>			<i>\$368.65</i>
COWBOY SUPPLY HOUSE - ALL DEPARTMENTS			\$368.65

CPU IIT

CPU IIT	Information Services	Avanan Phishing protection renewal	\$10,074.88
<i>CPU IIT - Total For Information Services</i>			<i>\$10,074.88</i>
CPU IIT - ALL DEPARTMENTS			\$10,074.88

CRESCENT ELECTRIC SU

CRESCENT ELECTRIC SU	Buildings & Structures Fund	BAS Shop Supplies	\$59.42
<i>CRESCENT ELECTRIC SU - Total For Buildings & Structures Fund</i>			<i>\$59.42</i>
CRESCENT ELECTRIC SU - ALL DEPARTMENTS			\$59.42

CRUM ELECTRIC SUPPLY

CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	BAS Shop Supplies - Crum	\$54.99
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CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Lighting supplies for City Center - Crum	\$24.26
CRUM ELECTRIC SUPPLY	Buildings & Structures Fund	Supplies to repair HVAC at Metro Animal She	\$324.62
<i>CRUM ELECTRIC SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$403.87</i>
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	electrical parts for Amoco lift station	\$8.48
CRUM ELECTRIC SUPPLY	Sewer Wastewater Collection	electrical parts for amoco lift station.	\$134.55
<i>CRUM ELECTRIC SUPPLY - Total For Sewer Wastewater Collection</i>			<i>\$143.03</i>
CRUM ELECTRIC SUPPLY	Water Tanks	Fuses	\$23.85
<i>CRUM ELECTRIC SUPPLY - Total For Water Tanks</i>			<i>\$23.85</i>
CRUM ELECTRIC SUPPLY - ALL DEPARTMENTS			\$570.75

CULVERS OF FOREST LA

CULVERS OF FOREST LA	Fire-EMS Training	Meal for 3 while on a trip for new apparatus	\$43.98
<i>CULVERS OF FOREST LA - Total For Fire-EMS Training</i>			<i>\$43.98</i>
CULVERS OF FOREST LA - ALL DEPARTMENTS			\$43.98

CVIC INC.

CVIC INC.	Capital Projects Fund	Welding service	\$1,641.13
<i>CVIC INC. - Total For Capital Projects Fund</i>			<i>\$1,641.13</i>
CVIC INC. - ALL DEPARTMENTS			\$1,641.13

DANA KEPNER CO. OF W

DANA KEPNER CO. OF W	Parks - Athletic Maint.	Compact gland, bolt & gasket pak & misc	\$725.10
<i>DANA KEPNER CO. OF W - Total For Parks - Athletic Maint.</i>			<i>\$725.10</i>
DANA KEPNER CO. OF W - ALL DEPARTMENTS			\$725.10

DANA KEPNER COMPANY

DANA KEPNER COMPANY	Water Distribution	Clamps - Water & Sewer Line Materials	\$1,764.26
<i>DANA KEPNER COMPANY - Total For Water Distribution</i>			<i>\$1,764.26</i>
DANA KEPNER COMPANY - ALL DEPARTMENTS			\$1,764.26

DATAMARS INC.

DATAMARS INC.	Metro Animal Shelter	Lifetime registration for 998 0000-020 Slim	\$2,900.00
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DATAMARS INC. - Total For Metro Animal Shelter			\$2,900.00
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DATAMARS INC. - ALL DEPARTMENTS			\$2,900.00
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DAVIDSON MECHANICAL,

DAVIDSON MECHANICAL,	Risk Management	Metro Heating System Replaceme	\$72,775.00
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DAVIDSON MECHANICAL, - Total For Risk Management			\$72,775.00
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DAVIDSON MECHANICAL, - ALL DEPARTMENTS			\$72,775.00
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DBC IRRIGATION SUPPL

DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Valve box lid for Soccer Complex	\$53.15
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Crossroads Sports Complex	\$1,073.94
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Field of Dreams Irrigation	\$545.93
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Field of Dreams Irrigation	\$1,248.38
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	New valve at Washington Field	\$316.68
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Washington field repair	\$82.14
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Irrigation repair NC 5	\$100.20
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Irrigation heads for Soccer	\$906.59
DBC IRRIGATION SUPPL	Parks - Athletic Maint.	Irrigation repair soccer 11	\$273.08

DBC IRRIGATION SUPPL - Total For Parks - Athletic Maint.			\$4,600.09
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DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair 12th & McKinley and a case	\$683.20
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Service charge	\$6.19
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Highland irrigation repair and Sleeve for side	\$400.65
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Service Center	\$53.84
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Fort Casper	\$117.11
DBC IRRIGATION SUPPL	Parks - Parks Maint.	DC latching solenoids for Monument Plaza	\$67.14
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer parts for Fairdale Park	\$120.24
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer parts for CY & Poplar	\$396.47
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer parts for 10th & Missouri	\$52.08
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Susie MCMurry Park	\$28.78
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Goodstein Park	\$139.11
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer repair parts	\$202.04
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Case of I-25 for stock	\$465.72
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Service charge	\$34.84
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer parts	\$179.15

DBC IRRIGATION SUPPL	Parks - Parks Maint.	Heads and irrigation repair at Highland park	\$531.22
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Backflow preventer repair parts	\$300.19
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Irrigation repair Highland Park	\$13.27
DBC IRRIGATION SUPPL	Parks - Parks Maint.	Ball valve for backflow preventer at Fun Valle	\$104.33
DBC IRRIGATION SUPPL	Parks - Parks Maint.	RP Parts for Alta Vista	\$40.02
<i>DBC IRRIGATION SUPPL - Total For Parks - Parks Maint.</i>			<i>\$3,935.59</i>
DBC IRRIGATION SUPPL - ALL DEPARTMENTS			\$8,535.68

DENNIS SUPPLY CO.

DENNIS SUPPLY CO.	Buildings & Structures Fund	Ice Maker repair supplies for North Casper S	\$323.18
DENNIS SUPPLY CO.	Buildings & Structures Fund	Supplies to replace hot water heater at Ice A	\$18.23
<i>DENNIS SUPPLY CO. - Total For Buildings & Structures Fund</i>			<i>\$341.41</i>
DENNIS SUPPLY CO. - ALL DEPARTMENTS			\$341.41

DEPT. OF FAMILY SVCS

DEPT. OF FAMILY SVCS	Police Federal Grants	COURT COSTS INCLUDING ALIMONY AND CH	\$10.00
DEPT. OF FAMILY SVCS	Police Federal Grants	COURT COSTS INCLUDING ALIMONY AND CH	\$10.00
<i>DEPT. OF FAMILY SVCS - Total For Police Federal Grants</i>			<i>\$20.00</i>
DEPT. OF FAMILY SVCS - ALL DEPARTMENTS			\$20.00

DIAMOND VOGEL PAINTS

DIAMOND VOGEL PAINTS	Aquatics- Marion Kreiner Ope Yellow Paint		\$18.14
<i>DIAMOND VOGEL PAINTS - Total For Aquatics- Marion Kreiner Oper.</i>			<i>\$18.14</i>
DIAMOND VOGEL PAINTS	Aquatics- Mike Sedar Oper. Yellow Paint		\$18.15
<i>DIAMOND VOGEL PAINTS - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$18.15</i>
DIAMOND VOGEL PAINTS	Aquatics- Paradise Valley Ope Yellow Paint		\$18.14
<i>DIAMOND VOGEL PAINTS - Total For Aquatics- Paradise Valley Oper</i>			<i>\$18.14</i>
DIAMOND VOGEL PAINTS	Aquatics- Washington Oper Yellow Paint		\$18.14
<i>DIAMOND VOGEL PAINTS - Total For Aquatics- Washington Oper</i>			<i>\$18.14</i>
DIAMOND VOGEL PAINTS - ALL DEPARTMENTS			\$72.57

DNH GODADDY.COM

DNH GODADDY.COM	City Council	Domain registration	\$20.16
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DNH GODADDY.COM - Total For City Council	\$20.16
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DNH GODADDY.COM - ALL DEPARTMENTS	\$20.16
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DOLLAR TREE

DOLLAR TREE	Police Administration	VARIETY STORES	\$12.25
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<i>DOLLAR TREE - Total For Police Administration</i>	\$12.25
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DOLLAR TREE - ALL DEPARTMENTS	\$12.25
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DOMINO'S 6042

DOMINO'S 6042	Police Investigations	FAST FOOD RESTAURANTS	\$36.08
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<i>DOMINO'S 6042 - Total For Police Investigations</i>	\$36.08
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DOMINO'S 6042	River Restoration	Pizza for river tour	\$131.34
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<i>DOMINO'S 6042 - Total For River Restoration</i>	\$131.34
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DOMINO'S 6042 - ALL DEPARTMENTS	\$167.42
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DOWDLE SPORTS

DOWDLE SPORTS	Parks - Athletic Maint.	Base Anchor Plugs	\$397.80
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<i>DOWDLE SPORTS - Total For Parks - Athletic Maint.</i>	\$397.80
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DOWDLE SPORTS - ALL DEPARTMENTS	\$397.80
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DPC INDUSTRIES, INC.

DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite	\$11,487.64
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DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - DPC - Chemicals	\$11,397.31
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DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - DPC Industries - Chem	\$11,501.09
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DPC INDUSTRIES, INC.	Regional Water Operations	Sodium Hypochlorite - DPC Industries - Chem	\$11,565.19
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<i>DPC INDUSTRIES, INC. - Total For Regional Water Operations</i>	\$45,951.23
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DPC INDUSTRIES, INC. - ALL DEPARTMENTS	\$45,951.23
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DWYER INSTRUMENTS, I

DWYER INSTRUMENTS, I	Regional Water Operations	Level Sensor - Well Supplies	\$767.87
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DWYER INSTRUMENTS, I	Regional Water Operations	Level Sensors - Well Supplies	\$1,524.98
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<i>DWYER INSTRUMENTS, I - Total For Regional Water Operations</i>	\$2,292.85
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DWYER INSTRUMENTS, I - ALL DEPARTMENTS

\$2,292.85

DYNAMIC CONTROLS INC

DYNAMIC CONTROLS INC	Balefill - Diversion & Special	Electric strike & technician charges	\$767.52
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<i>DYNAMIC CONTROLS INC - Total For Balefill - Diversion & Special</i>			\$767.52
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DYNAMIC CONTROLS INC - ALL DEPARTMENTS

\$767.52

EB 2022 WYOMING ASSO

EB 2022 WYOMING ASSO	Fire-EMS Training	Three tickets to wyoming association of Fire	\$323.16
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<i>EB 2022 WYOMING ASSO - Total For Fire-EMS Training</i>			\$323.16
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EB 2022 WYOMING ASSO - ALL DEPARTMENTS

\$323.16

EIMCO WATER TECH.

EIMCO WATER TECH.	WWTP Operations	CLARIFIER WIPER ARMS	\$169.24
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<i>EIMCO WATER TECH. - Total For WWTP Operations</i>			\$169.24
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EIMCO WATER TECH. - ALL DEPARTMENTS

\$169.24

EMPLOYEE REIMBURSEME

EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work boot reimbursement	\$150.00
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EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work clothing reimbursement	\$100.00
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EMPLOYEE REIMBURSEME	Buildings & Structures Fund	Work boot reimbursement	\$150.00
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<i>EMPLOYEE REIMBURSEME - Total For Buildings & Structures Fund</i>			\$400.00
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EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Tool allotment reimbursement	\$186.42
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EMPLOYEE REIMBURSEME	Fleet Maintenance Fund	Work tool allotment - reimbursement	\$72.40
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<i>EMPLOYEE REIMBURSEME - Total For Fleet Maintenance Fund</i>			\$258.82
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$120.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$120.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$120.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$30.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$120.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$120.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund - Golf Tournament Fees	\$30.00
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EMPLOYEE REIMBURSEME	General Fund Revenue	Refund	\$30.00
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<i>EMPLOYEE REIMBURSEME - Total For General Fund Revenue</i>			<i>\$690.00</i>
EMPLOYEE REIMBURSEME	Police Career Services	Clothing reimbursement	\$123.13
<i>EMPLOYEE REIMBURSEME - Total For Police Career Services</i>			<i>\$123.13</i>
EMPLOYEE REIMBURSEME	Streets	Work boot reimbursement	\$150.00
<i>EMPLOYEE REIMBURSEME - Total For Streets</i>			<i>\$150.00</i>
EMPLOYEE REIMBURSEME	Water Distribution	Backflow Recertification Class Reimburseme	\$75.00
<i>EMPLOYEE REIMBURSEME - Total For Water Distribution</i>			<i>\$75.00</i>
EMPLOYEE REIMBURSEME - ALL DEPARTMENTS			\$1,696.95

ENERGY LABORATORIES

ENERGY LABORATORIES	Hogadon - Operations	Potable water testing	\$52.00
<i>ENERGY LABORATORIES - Total For Hogadon - Operations</i>			<i>\$52.00</i>
ENERGY LABORATORIES - ALL DEPARTMENTS			\$52.00

ENERGY LABRATORIES I

ENERGY LABRATORIES I	Regional Water Operations	Metals/Mercury/Organics/SDWA/Nitrogen/	\$371.00
ENERGY LABRATORIES I	Regional Water Operations	Anions/Metals/Mercury/Cyanide/SDWA testi	\$270.00
ENERGY LABRATORIES I	Regional Water Operations	Aerobic Endospores testing	\$306.00
ENERGY LABRATORIES I	Regional Water Operations	Bacteria, Public Water Supply testing	\$52.00
<i>ENERGY LABRATORIES I - Total For Regional Water Operations</i>			<i>\$999.00</i>
ENERGY LABRATORIES I - ALL DEPARTMENTS			\$999.00

ENGINEERING DESIGN A

ENGINEERING DESIGN A	Capital Projects Fund	Design of Athletic Fields Ligh	\$1,750.00
<i>ENGINEERING DESIGN A - Total For Capital Projects Fund</i>			<i>\$1,750.00</i>
ENGINEERING DESIGN A - ALL DEPARTMENTS			\$1,750.00

ENVATO

ENVATO	City Manager	Digital subscription	\$58.00
<i>ENVATO - Total For City Manager</i>			<i>\$58.00</i>
ENVATO - ALL DEPARTMENTS			\$58.00

EUROFINS EATON ANALY

EUROFINS EATON ANALY	Regional Water Operations	Bromate Testing - Testing	\$200.00
<i>EUROFINS EATON ANALY - Total For Regional Water Operations</i>			<i>\$200.00</i>
EUROFINS EATON ANALY - ALL DEPARTMENTS			\$200.00

EXPRESS SERVICES INC

EXPRESS SERVICES INC	Public Transit - CARES Act	Temp service	\$486.14
EXPRESS SERVICES INC	Public Transit - CARES Act	Temp service	\$507.67
EXPRESS SERVICES INC	Public Transit - CARES Act	Temp service	\$468.93
EXPRESS SERVICES INC	Public Transit - CARES Act	Temp service	\$508.68
<i>EXPRESS SERVICES INC - Total For Public Transit - CARES Act</i>			<i>\$1,971.42</i>
EXPRESS SERVICES INC - ALL DEPARTMENTS			\$1,971.42

EXXONMOBIL

EXXONMOBIL	Fire-EMS Operations	Fuel	\$96.61
EXXONMOBIL	Fire-EMS Operations	Fuel	\$58.34
EXXONMOBIL	Fire-EMS Operations	Fuel	\$89.50
EXXONMOBIL	Fire-EMS Operations	Fuel	\$86.94
EXXONMOBIL	Fire-EMS Operations	Fuel	\$68.11
EXXONMOBIL	Fire-EMS Operations	Fuel	\$32.23
EXXONMOBIL	Fire-EMS Operations	Fuel	\$86.12
EXXONMOBIL	Fire-EMS Operations	Fuel	\$75.01
EXXONMOBIL	Fire-EMS Operations	Fuel	\$37.51
<i>EXXONMOBIL - Total For Fire-EMS Operations</i>			<i>\$630.37</i>
EXXONMOBIL - ALL DEPARTMENTS			\$630.37

FACEBK SK6PTEFU72

FACEBK SK6PTEFU72	Ft. Caspar Museum	Facebook Advertising	\$18.00
<i>FACEBK SK6PTEFU72 - Total For Ft. Caspar Museum</i>			<i>\$18.00</i>
FACEBK SK6PTEFU72 - ALL DEPARTMENTS			\$18.00

FARO TECHNOLOGIES IN

FARO TECHNOLOGIES IN	Capital Projects Fund	FARO 3D Imaging	\$5,814.25
<i>FARO TECHNOLOGIES IN - Total For Capital Projects Fund</i>			<i>\$5,814.25</i>
FARO TECHNOLOGIES IN - ALL DEPARTMENTS			\$5,814.25

FAST STOP 1131

FAST STOP 1131	Sewer Wastewater Collection fuel to pick up 660316		\$170.00
<i>FAST STOP 1131 - Total For Sewer Wastewater Collection</i>			<i>\$170.00</i>
FAST STOP 1131 - ALL DEPARTMENTS			\$170.00

FD SIGNWORK

FD SIGNWORK	Fire-EMS Operations	Name rockers for SCBA regulators for new hi	\$79.95
<i>FD SIGNWORK - Total For Fire-EMS Operations</i>			<i>\$79.95</i>
FD SIGNWORK - ALL DEPARTMENTS			\$79.95

FEDEX 276534595028

FEDEX 276534595028	Fire-EMS Administration	Shipment of hydraulic oil sample and breathi	\$94.92
<i>FEDEX 276534595028 - Total For Fire-EMS Administration</i>			<i>\$94.92</i>
FEDEX 276534595028 - ALL DEPARTMENTS			\$94.92

FEDEX 276534679929

FEDEX 276534679929	Fire-EMS Administration	Shipment of hydraulic oil sample and breathi	\$12.43
<i>FEDEX 276534679929 - Total For Fire-EMS Administration</i>			<i>\$12.43</i>
FEDEX 276534679929 - ALL DEPARTMENTS			\$12.43

FEDEX 84941617

FEDEX 84941617	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$3.44
<i>FEDEX 84941617 - Total For Police Administration</i>			<i>\$3.44</i>
FEDEX 84941617 - ALL DEPARTMENTS			\$3.44

FEDEX 84941800

FEDEX 84941800	Police Administration	COURIER SERVICES-AIR OR GROUND,FREIGH	\$56.56
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FEDEX 84941800 - Total For Police Administration			\$56.56
FEDEX 84941800 - ALL DEPARTMENTS			\$56.56

FERGUSON ENTERPRISES

FERGUSON ENTERPRISES	Buildings & Structures Fund	Supplies to replace hot water heater at Ice A	\$41.08
FERGUSON ENTERPRISES - Total For Buildings & Structures Fund			\$41.08
FERGUSON ENTERPRISES	Fire-EMS Operations	Bottle Fill Station	\$1,430.80
FERGUSON ENTERPRISES - Total For Fire-EMS Operations			\$1,430.80
FERGUSON ENTERPRISES	Parks - Athletic Maint.	Soccer Field 12 Irrigation repair	\$28.20
FERGUSON ENTERPRISES	Parks - Athletic Maint.	Gasket	\$28.20
FERGUSON ENTERPRISES - Total For Parks - Athletic Maint.			\$56.40
FERGUSON ENTERPRISES	Regional Water Operations	Well Turbid Line Materials - Well Supplies	\$173.03
FERGUSON ENTERPRISES	Regional Water Operations	Turbidity Manifolds - Machinery Supplies	\$525.67
FERGUSON ENTERPRISES - Total For Regional Water Operations			\$698.70
FERGUSON ENTERPRISES	Sewer Stormwater	sink hole repair supplies	\$294.00
FERGUSON ENTERPRISES	Sewer Stormwater	sink hole repair supplies	\$812.00
FERGUSON ENTERPRISES - Total For Sewer Stormwater			\$1,106.00
FERGUSON ENTERPRISES	Water Meters	Hydrant Wrenches - Other Materials & Suppl	\$1,233.61
FERGUSON ENTERPRISES - Total For Water Meters			\$1,233.61
FERGUSON ENTERPRISES	WWTP Operations	CREDIT DUP PYMT	(\$1,102.50)
FERGUSON ENTERPRISES - Total For WWTP Operations			(\$1,102.50)
FERGUSON ENTERPRISES - ALL DEPARTMENTS			\$3,464.09

FIRE MARSHALS ASSOCI

FIRE MARSHALS ASSOCI	Fire-EMS Prevent & Inspect	Fall Inspector Certification prep class registra	\$150.00
FIRE MARSHALS ASSOCI - Total For Fire-EMS Prevent & Inspect			\$150.00
FIRE MARSHALS ASSOCI - ALL DEPARTMENTS			\$150.00

FIRE PROTECTION PUB

FIRE PROTECTION PUB	Fire-EMS Operations	IFSTA Essentials Books for new recruits	\$368.00
FIRE PROTECTION PUB - Total For Fire-EMS Operations			\$368.00
FIRE PROTECTION PUB - ALL DEPARTMENTS			\$368.00

FIRE-ETC

FIRE-ETC	Fire-EMS Operations	Red Back Station Boots	\$170.00
<i>FIRE-ETC - Total For Fire-EMS Operations</i>			<i>\$170.00</i>
FIRE-ETC - ALL DEPARTMENTS			\$170.00

FIRST INTERSTATE BAN

FIRST INTERSTATE BAN	Balefill - Disposal & Landfill	Investment fees - 7/16/22 to 8/15/22	\$1,193.02
<i>FIRST INTERSTATE BAN - Total For Balefill - Disposal & Landfill</i>			<i>\$1,193.02</i>
FIRST INTERSTATE BAN	Capital Projects Fund	Investment fees - 7/16/22 to 8/15/22	\$4,270.54
<i>FIRST INTERSTATE BAN - Total For Capital Projects Fund</i>			<i>\$4,270.54</i>
FIRST INTERSTATE BAN	CARES Act Funding	Investment fees - 7/16/22 to 8/15/22	\$1,177.35
<i>FIRST INTERSTATE BAN - Total For CARES Act Funding</i>			<i>\$1,177.35</i>
FIRST INTERSTATE BAN	General Fund Revenue	Investment fees - 7/16/22 to 8/15/22	\$3,309.27
<i>FIRST INTERSTATE BAN - Total For General Fund Revenue</i>			<i>\$3,309.27</i>
FIRST INTERSTATE BAN	Health Insurance Fund	Investment fees - 7/16/22 to 8/15/22	\$320.15
<i>FIRST INTERSTATE BAN - Total For Health Insurance Fund</i>			<i>\$320.15</i>
FIRST INTERSTATE BAN	Human Resources	Gift cards	\$284.00
<i>FIRST INTERSTATE BAN - Total For Human Resources</i>			<i>\$284.00</i>
FIRST INTERSTATE BAN	Local Assessment District Fun	Investment fees - 7/16/22 to 8/15/22	\$45.38
<i>FIRST INTERSTATE BAN - Total For Local Assessment District Fund</i>			<i>\$45.38</i>
FIRST INTERSTATE BAN	Metro Animal Shelter	Investment fees - 7/16/22 to 8/15/22	\$51.78
<i>FIRST INTERSTATE BAN - Total For Metro Animal Shelter</i>			<i>\$51.78</i>
FIRST INTERSTATE BAN	Municipal Court	Tamper resistant bags	\$35.47
<i>FIRST INTERSTATE BAN - Total For Municipal Court</i>			<i>\$35.47</i>
FIRST INTERSTATE BAN	Opportunities Fund	Investment fees - 7/16/22 to 8/15/22	\$614.23
<i>FIRST INTERSTATE BAN - Total For Opportunities Fund</i>			<i>\$614.23</i>
FIRST INTERSTATE BAN	Parking Fund	Investment fees - 7/16/22 to 8/15/22	\$14.84
<i>FIRST INTERSTATE BAN - Total For Parking Fund</i>			<i>\$14.84</i>
FIRST INTERSTATE BAN	Perpetual Care Operations	Investment fees - 7/16/22 to 8/15/22	\$2,773.12
<i>FIRST INTERSTATE BAN - Total For Perpetual Care Operations</i>			<i>\$2,773.12</i>
FIRST INTERSTATE BAN	Refuse - Residential	Investment fees - 7/16/22 to 8/15/22	\$302.60
<i>FIRST INTERSTATE BAN - Total For Refuse - Residential</i>			<i>\$302.60</i>
FIRST INTERSTATE BAN	Revolving Land Fund	Investment fees - 7/16/22 to 8/15/22	\$67.66
<i>FIRST INTERSTATE BAN - Total For Revolving Land Fund</i>			<i>\$67.66</i>

FIRST INTERSTATE BAN	River Fund	Investment fees - 7/16/22 to 8/15/22	\$9.58
<i>FIRST INTERSTATE BAN - Total For River Fund</i>			<i>\$9.58</i>
FIRST INTERSTATE BAN	Sewer Administration	Investment fees - 7/16/22 to 8/15/22	\$610.66
<i>FIRST INTERSTATE BAN - Total For Sewer Administration</i>			<i>\$610.66</i>
FIRST INTERSTATE BAN	Water Administration	Investment fees - 7/16/22 to 8/15/22	\$1,754.36
<i>FIRST INTERSTATE BAN - Total For Water Administration</i>			<i>\$1,754.36</i>
FIRST INTERSTATE BAN	Weed & Pest Fund	Investment fees - 7/16/22 to 8/15/22	\$75.08
<i>FIRST INTERSTATE BAN - Total For Weed & Pest Fund</i>			<i>\$75.08</i>
FIRST INTERSTATE BAN	WWTP Operations	Investment fees - 7/16/22 to 8/15/22	\$1,127.09
<i>FIRST INTERSTATE BAN - Total For WWTP Operations</i>			<i>\$1,127.09</i>
FIRST INTERSTATE BAN - ALL DEPARTMENTS			\$18,036.18

FIRST VETERINARY SUP

FIRST VETERINARY SUP	Metro Animal Shelter	Veterinary supplies	\$727.16
<i>FIRST VETERINARY SUP - Total For Metro Animal Shelter</i>			<i>\$727.16</i>
FIRST VETERINARY SUP - ALL DEPARTMENTS			\$727.16

FOXSTER OPCO, LLC

FOXSTER OPCO, LLC	Public Transit - CARES Act	Additional travel expenses	\$700.00
<i>FOXSTER OPCO, LLC - Total For Public Transit - CARES Act</i>			<i>\$700.00</i>
FOXSTER OPCO, LLC - ALL DEPARTMENTS			\$700.00

FREMONT MOTOR CASPER

FREMONT MOTOR CASPER	Fleet Maintenance Fund	Vehicle repair	\$151.90
<i>FREMONT MOTOR CASPER - Total For Fleet Maintenance Fund</i>			<i>\$151.90</i>
FREMONT MOTOR CASPER - ALL DEPARTMENTS			\$151.90

FREMONT MOTOR SHERID

FREMONT MOTOR SHERID	Water Distribution	Flat Bed Dump Truck	\$48,595.00
<i>FREMONT MOTOR SHERID - Total For Water Distribution</i>			<i>\$48,595.00</i>
FREMONT MOTOR SHERID - ALL DEPARTMENTS			\$48,595.00

FSP CGFOA

FSP CGFOA	Finance	CGFOA ARPA Final Rule	\$30.00
FSP CGFOA	Finance	CGFOA Grant 101 Class	\$30.00
<i>FSP CGFOA - Total For Finance</i>			<i>\$60.00</i>
FSP CGFOA	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$40.00
FSP CGFOA	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$80.00
<i>FSP CGFOA - Total For Police Career Services</i>			<i>\$120.00</i>
FSP CGFOA - ALL DEPARTMENTS			\$180.00

GALLS, INC.

GALLS, INC.	Police Career Services	Uniform supplies	\$340.20
GALLS, INC.	Police Career Services	Uniform supplies	\$59.80
GALLS, INC.	Police Career Services	Uniform supplies	\$179.96
GALLS, INC.	Police Career Services	Uniform supplies	\$188.96
GALLS, INC.	Police Career Services	Uniform supplies	\$299.00
GALLS, INC.	Police Career Services	Uniform supplies	\$340.20
<i>GALLS, INC. - Total For Police Career Services</i>			<i>\$1,408.12</i>
GALLS, INC. - ALL DEPARTMENTS			\$1,408.12

GAMETIME

GAMETIME	Capital Projects Fund	Swerve Zip Slide	\$1,753.36
<i>GAMETIME - Total For Capital Projects Fund</i>			<i>\$1,753.36</i>
GAMETIME - ALL DEPARTMENTS			\$1,753.36

GLOBAL SPECTRUM L.P.

GLOBAL SPECTRUM L.P.	Capital Projects Fund	Volleyball Sport Court Reimbursement	\$30,480.00
<i>GLOBAL SPECTRUM L.P. - Total For Capital Projects Fund</i>			<i>\$30,480.00</i>
GLOBAL SPECTRUM L.P.	Ford Wyoming Center	Net Operating Loss Funds - Sept 2022 & Adju	\$77,026.68
<i>GLOBAL SPECTRUM L.P. - Total For Ford Wyoming Center</i>			<i>\$77,026.68</i>
GLOBAL SPECTRUM L.P. - ALL DEPARTMENTS			\$107,506.68

GOLDER ASSOCIATES

GOLDER ASSOCIATES	Balefill - Disposal & Landfill	Gems S028759-5-Year Air Emissi	\$3,004.00
<i>GOLDER ASSOCIATES - Total For Balefill - Disposal & Landfill</i>			<i>\$3,004.00</i>
GOLDER ASSOCIATES - ALL DEPARTMENTS			\$3,004.00

GOLF SAFETY

GOLF SAFETY	Weed & Pest Fund	Safety Training Video's	\$95.00
<i>GOLF SAFETY - Total For Weed & Pest Fund</i>			<i>\$95.00</i>
GOLF SAFETY - ALL DEPARTMENTS			\$95.00

GRAINGER, INC.

GRAINGER, INC.	Buildings & Structures Fund	Plumbing repair supplies for CBC - Grainger	\$14.70
GRAINGER, INC.	Buildings & Structures Fund	Motor	\$238.28
GRAINGER, INC.	Buildings & Structures Fund	BAS Shop Supplies	\$32.29
GRAINGER, INC.	Buildings & Structures Fund	Lighting repair supplies for CBC - Grainger	\$63.12
<i>GRAINGER, INC. - Total For Buildings & Structures Fund</i>			<i>\$348.39</i>
GRAINGER, INC.	Hogadon - Operations	Lift repair	\$129.12
<i>GRAINGER, INC. - Total For Hogadon - Operations</i>			<i>\$129.12</i>
GRAINGER, INC.	Parks - Parks Maint.	BBQ for stock	\$375.94
GRAINGER, INC.	Parks - Parks Maint.	BBQ for Dallason Park	\$375.94
<i>GRAINGER, INC. - Total For Parks - Parks Maint.</i>			<i>\$751.88</i>
GRAINGER, INC.	Streets	Measuring Wheels for 761 & 987 Crew Cabs	\$106.22
<i>GRAINGER, INC. - Total For Streets</i>			<i>\$106.22</i>
GRAINGER, INC.	WWTP Operations	Solder wire	\$41.41
<i>GRAINGER, INC. - Total For WWTP Operations</i>			<i>\$41.41</i>
GRAINGER, INC. - ALL DEPARTMENTS			\$1,377.02

GREAT HARVEST BREAD

GREAT HARVEST BREAD	Human Resources	6 doughnuts for Celebration with Carter	\$7.28
<i>GREAT HARVEST BREAD - Total For Human Resources</i>			<i>\$7.28</i>
GREAT HARVEST BREAD	Police Administration	BAKERIES	\$51.97
<i>GREAT HARVEST BREAD - Total For Police Administration</i>			<i>\$51.97</i>
GREAT HARVEST BREAD - ALL DEPARTMENTS			\$59.25

GREINER MOTOR CO - C

GREINER MOTOR CO - C	Capital Projects Fund	Purchase of 2 marked F150s	\$35,430.00
GREINER MOTOR CO - C	Capital Projects Fund	Purchase of 2 marked F150s	\$35,430.00

<i>GREINER MOTOR CO - C - Total For Capital Projects Fund</i>			<i>\$70,860.00</i>
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GREINER MOTOR CO - C - ALL DEPARTMENTS			\$70,860.00
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HACH CO., CORP.

HACH CO., CORP.	Regional Water Operations	Ammonia/Monochloramine	\$204.60
HACH CO., CORP.	Regional Water Operations	Chloramine Analyzer Maintenance - Maint. A	\$5,320.00
HACH CO., CORP.	Regional Water Operations	Chlorine Analyzer - Machinery Supplies	\$3,301.00

<i>HACH CO., CORP. - Total For Regional Water Operations</i>			<i>\$8,825.60</i>
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HACH CO., CORP. - ALL DEPARTMENTS			\$8,825.60
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HAJOCA KEENAN SUPP

HAJOCA KEENAN SUPP	WWTP Operations	Flange	\$27.34
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<i>HAJOCA KEENAN SUPP - Total For WWTP Operations</i>			<i>\$27.34</i>
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HAJOCA KEENAN SUPP - ALL DEPARTMENTS			\$27.34
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HARBOR FREIGHT TOOLS

HARBOR FREIGHT TOOLS	Buildings & Structures Fund	Supplies to replace sump pump at Ice Arena -	\$79.98
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<i>HARBOR FREIGHT TOOLS - Total For Buildings & Structures Fund</i>			<i>\$79.98</i>
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HARBOR FREIGHT TOOLS	Fire-EMS Prevent & Inspect	Steel Stamp Kit and tools	\$24.97
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<i>HARBOR FREIGHT TOOLS - Total For Fire-EMS Prevent & Inspect</i>			<i>\$24.97</i>
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HARBOR FREIGHT TOOLS - ALL DEPARTMENTS			\$104.95
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HARDWARE PARTNERS LL

HARDWARE PARTNERS LL	Buildings & Structures Fund	Repair supplies for Mike Sedar Pool - CY Ace	\$15.98
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HARDWARE PARTNERS LL	Buildings & Structures Fund	Supplies to replace sump pump at Ice Arena -	\$28.51
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<i>HARDWARE PARTNERS LL - Total For Buildings & Structures Fund</i>			<i>\$44.49</i>
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HARDWARE PARTNERS LL	Hogadon - Operations	Chairlift repair	\$18.36
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<i>HARDWARE PARTNERS LL - Total For Hogadon - Operations</i>			<i>\$18.36</i>
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HARDWARE PARTNERS LL	Parks - Parks Maint.	Key copies	\$5.18
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HARDWARE PARTNERS LL	Parks - Parks Maint.	Screws for slide removal at Westwood Park	\$15.99
<i>HARDWARE PARTNERS LL - Total For Parks - Parks Maint.</i>			<i>\$21.17</i>
HARDWARE PARTNERS LL	Parks - Urban Forestry	Tree watering supplies	\$77.98
<i>HARDWARE PARTNERS LL - Total For Parks - Urban Forestry</i>			<i>\$77.98</i>
HARDWARE PARTNERS LL	RWS - Booster Stations	Wardwell Tank Vent Bracket - Booster Suppli	\$6.60
<i>HARDWARE PARTNERS LL - Total For RWS - Booster Stations</i>			<i>\$6.60</i>
HARDWARE PARTNERS LL - ALL DEPARTMENTS			\$168.60

HAWKINS, INC.

HAWKINS, INC.	Aquatics - Operations	Chlorine, Acid	\$1,706.67
HAWKINS, INC.	Aquatics - Operations	Chlorine	\$1,977.50
<i>HAWKINS, INC. - Total For Aquatics - Operations</i>			<i>\$3,684.17</i>
HAWKINS, INC. - ALL DEPARTMENTS			\$3,684.17

HAWTHORNE, KARI

HAWTHORNE, KARI	Refuse Revenue and Transfer		\$380.00
<i>HAWTHORNE, KARI - Total For Refuse Revenue and Transfers</i>			<i>\$380.00</i>
HAWTHORNE, KARI - ALL DEPARTMENTS			\$380.00

HAZARD CONTROL

HAZARD CONTROL	Fire-EMS Operations	F500 Encapsulating Solution	\$1,080.00
<i>HAZARD CONTROL - Total For Fire-EMS Operations</i>			<i>\$1,080.00</i>
HAZARD CONTROL - ALL DEPARTMENTS			\$1,080.00

HDR ENGINEERING, INC

HDR ENGINEERING, INC	Water Administration	Water Rights Analysis & Studie	\$9,007.50
<i>HDR ENGINEERING, INC - Total For Water Administration</i>			<i>\$9,007.50</i>
HDR ENGINEERING, INC - ALL DEPARTMENTS			\$9,007.50

HERSHBERGERS INC

HERSHBERGERS INC	Aquatics- Mike Sedar Oper.	Super Blue Clarifier	\$31.60
<i>HERSHBERGERS INC - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$31.60</i>

HERSHBERGERS INC - ALL DEPARTMENTS	\$31.60
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HIGHPLAINSP

HIGHPLAINSP	General Fund Revenue	Books for resale in museum store	\$93.02
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<i>HIGHPLAINSP - Total For General Fund Revenue</i>			<i>\$93.02</i>
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HIGHPLAINSP - ALL DEPARTMENTS	\$93.02
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HILTON HOTELS

HILTON HOTELS	Fire-EMS Training	Room for polygraph testor for new recruits	\$192.00
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<i>HILTON HOTELS - Total For Fire-EMS Training</i>			<i>\$192.00</i>
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HILTON HOTELS - ALL DEPARTMENTS	\$192.00
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HOBBY-LOBBY #0233

HOBBY-LOBBY #0233	Balefill - Disposal & Landfill	CRL PERMITTED CELL LAYOUT	\$495.76
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<i>HOBBY-LOBBY #0233 - Total For Balefill - Disposal & Landfill</i>			<i>\$495.76</i>
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HOBBY-LOBBY #0233	Police Administration	HOBBY,TOY, AND GAME SHOPS	\$59.99
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<i>HOBBY-LOBBY #0233 - Total For Police Administration</i>			<i>\$59.99</i>
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HOBBY-LOBBY #0233 - ALL DEPARTMENTS	\$555.75
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HOLIDAY INN - CODY

HOLIDAY INN - CODY	Balefill - Disposal & Landfill	WSWRA CONFERENCE	\$400.68
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HOLIDAY INN - CODY	Balefill - Disposal & Landfill	HOLIDAY INN WSWRA CONFERENCE	\$400.68
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<i>HOLIDAY INN - CODY - Total For Balefill - Disposal & Landfill</i>			<i>\$801.36</i>
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HOLIDAY INN - CODY - ALL DEPARTMENTS	\$801.36
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HOLIDAY INN EXP MIDV

HOLIDAY INN EXP MIDV	Police Administration	HOLIDAY INNS	\$151.82
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<i>HOLIDAY INN EXP MIDV - Total For Police Administration</i>			<i>\$151.82</i>
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HOLIDAY INN EXP MIDV - ALL DEPARTMENTS	\$151.82
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HOMAX OIL SALES, INC

HOMAX OIL SALES, INC	Balefill - Disposal & Landfill	Bulk Fuel	\$30,875.92
<i>HOMAX OIL SALES, INC - Total For Balefill - Disposal & Landfill</i>			<i>\$30,875.92</i>
HOMAX OIL SALES, INC	Water Distribution	Copy charge - August 2022	\$98.75
HOMAX OIL SALES, INC	Water Distribution	Fuel	\$8,267.82
<i>HOMAX OIL SALES, INC - Total For Water Distribution</i>			<i>\$8,366.57</i>
HOMAX OIL SALES, INC	WWTP Operations	Copy charge - August 2022	\$103.70
<i>HOMAX OIL SALES, INC - Total For WWTP Operations</i>			<i>\$103.70</i>
HOMAX OIL SALES, INC - ALL DEPARTMENTS			\$39,346.19

HOMEDEPOT.COM

HOMEDEPOT.COM	Regional Water Operations	30% Vinegar - Other Materials & Supplies	\$59.64
<i>HOMEDEPOT.COM - Total For Regional Water Operations</i>			<i>\$59.64</i>
HOMEDEPOT.COM - ALL DEPARTMENTS			\$59.64

HOSE & RUBBER SUPPLY

HOSE & RUBBER SUPPLY	Balefill - Disposal & Landfill	Hose, industrial band & band assembly	\$515.61
<i>HOSE & RUBBER SUPPLY - Total For Balefill - Disposal & Landfill</i>			<i>\$515.61</i>
HOSE & RUBBER SUPPLY - ALL DEPARTMENTS			\$515.61

HOSE AND RUBBER SUPP

HOSE AND RUBBER SUPP	Water Tanks	Seal Lines for Booster Stations/Pumps - Boos	\$377.70
<i>HOSE AND RUBBER SUPP - Total For Water Tanks</i>			<i>\$377.70</i>
HOSE AND RUBBER SUPP	WWTP Operations	Belt	\$5.72
<i>HOSE AND RUBBER SUPP - Total For WWTP Operations</i>			<i>\$5.72</i>
HOSE AND RUBBER SUPP - ALL DEPARTMENTS			\$383.42

HOTSY EQUIPMENT OF W

HOTSY EQUIPMENT OF W	Fire-EMS Administration	Serviced/fixed gas powered hose tester	\$153.00
<i>HOTSY EQUIPMENT OF W - Total For Fire-EMS Administration</i>			<i>\$153.00</i>
HOTSY EQUIPMENT OF W - ALL DEPARTMENTS			\$153.00

HOWARD SUPPLY COMPAN

HOWARD SUPPLY COMPAN	Balefill - Baler Processing	Eyebolts, nylon sling & towel scrubs in bucke	\$258.20
<i>HOWARD SUPPLY COMPAN - Total For Balefill - Baler Processing</i>			<i>\$258.20</i>
HOWARD SUPPLY COMPAN	Water Distribution	Wire Rope - Water & Sewer Line Materials	\$274.31
<i>HOWARD SUPPLY COMPAN - Total For Water Distribution</i>			<i>\$274.31</i>
HOWARD SUPPLY COMPAN - ALL DEPARTMENTS			\$532.51

INBERG-MILLER ENGINE

INBERG-MILLER ENGINE	Capital Projects Fund	Trail Condition Assessment	\$1,642.50
<i>INBERG-MILLER ENGINE - Total For Capital Projects Fund</i>			<i>\$1,642.50</i>
INBERG-MILLER ENGINE - ALL DEPARTMENTS			\$1,642.50

INTEGRATED TECHNOLOG

INTEGRATED TECHNOLOG	Parks - Athletic Maint.	Adjust pump queue / logic testing	\$300.00
<i>INTEGRATED TECHNOLOG - Total For Parks - Athletic Maint.</i>			<i>\$300.00</i>
INTEGRATED TECHNOLOG - ALL DEPARTMENTS			\$300.00

INT'L CODE COUNCIL I

INT'L CODE COUNCIL I	Fire-EMS Prevent & Inspect	Fire Inspector 1 Exam	\$241.00
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Prevent & Inspect</i>			<i>\$241.00</i>
INT'L CODE COUNCIL I	Fire-EMS Training	2021 IFC Code	\$301.95
<i>INT'L CODE COUNCIL I - Total For Fire-EMS Training</i>			<i>\$301.95</i>
INT'L CODE COUNCIL I - ALL DEPARTMENTS			\$542.95

INTUIT, INC.

INTUIT, INC.	Balefill - Baler Processing	REQUIRED SHIPPING FOR NEW SAFETY LADD	\$325.40
INTUIT, INC.	Balefill - Baler Processing	SPECIAL PURPOSE SAFETY LADDER FOR DAIL	\$1,955.00
<i>INTUIT, INC. - Total For Balefill - Baler Processing</i>			<i>\$2,280.40</i>
INTUIT, INC.	Fire-EMS Operations	Fire Station 1 legacy equipment removal	\$262.50
INTUIT, INC.	Fire-EMS Operations	Station 1 old speaker system disconnect	\$185.00
<i>INTUIT, INC. - Total For Fire-EMS Operations</i>			<i>\$447.50</i>
INTUIT, INC.	Regional Water Operations	Slot Sampler - Lab Supplies	\$1,362.98
<i>INTUIT, INC. - Total For Regional Water Operations</i>			<i>\$1,362.98</i>
INTUIT, INC.	WWTP Operations	ANN CRANE/HOIST INSPECT	\$1,778.50

INTUIT, INC.	WWTP Operations	ANN CHAIN/HOIST INSPECT	\$1,600.00
INTUIT, INC.	WWTP Operations	PCARD SERVICE CHARGE	\$118.25
<i>INTUIT, INC. - Total For WWTP Operations</i>			<i>\$3,496.75</i>
INTUIT, INC. - ALL DEPARTMENTS			\$7,587.63

ITC ELECTRICAL TECHN

ITC ELECTRICAL TECHN	WWTP Operations	Troubleshoot blowers & collected data	\$1,308.60
<i>ITC ELECTRICAL TECHN - Total For WWTP Operations</i>			<i>\$1,308.60</i>
ITC ELECTRICAL TECHN - ALL DEPARTMENTS			\$1,308.60

JACOBS ENGINEERING G

JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$48,893.48
JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$32,196.80
JACOBS ENGINEERING G	WWTP Operations	North Platte Sanitary Sewer Re	\$47,743.65
<i>JACOBS ENGINEERING G - Total For WWTP Operations</i>			<i>\$128,833.93</i>
JACOBS ENGINEERING G - ALL DEPARTMENTS			\$128,833.93

JC GOLF ACCESSORIES

JC GOLF ACCESSORIES	Golf	Merchandise and Inventory	\$638.37
<i>JC GOLF ACCESSORIES - Total For Golf</i>			<i>\$638.37</i>
JC GOLF ACCESSORIES - ALL DEPARTMENTS			\$638.37

JKC ENGINEERING

JKC ENGINEERING	Balefill - Disposal & Landfill	Miscellaneous Item	\$4,847.75
<i>JKC ENGINEERING - Total For Balefill - Disposal & Landfill</i>			<i>\$4,847.75</i>
JKC ENGINEERING - ALL DEPARTMENTS			\$4,847.75

JOHNSON RESTAURANT G

JOHNSON RESTAURANT G	Golf	Meals on 8/29/22	\$1,206.00
<i>JOHNSON RESTAURANT G - Total For Golf</i>			<i>\$1,206.00</i>
JOHNSON RESTAURANT G - ALL DEPARTMENTS			\$1,206.00

KASH CORPORATION

KASH CORPORATION	Regional Water Operations	Washer & Dryer	\$2,581.98
<i>KASH CORPORATION - Total For Regional Water Operations</i>			<i>\$2,581.98</i>
KASH CORPORATION - ALL DEPARTMENTS			\$2,581.98

KEYS CAFE & BAKERY

KEYS CAFE & BAKERY	Fire-EMS Training	Meal for three while on Apparatus Inspectio	\$34.58
KEYS CAFE & BAKERY	Fire-EMS Training	Meal for three while on final inspectio for ap	\$36.98
KEYS CAFE & BAKERY	Fire-EMS Training	Meal for 3 while on a trip for new apparatus	\$35.04
<i>KEYS CAFE & BAKERY - Total For Fire-EMS Training</i>			<i>\$106.60</i>
KEYS CAFE & BAKERY - ALL DEPARTMENTS			\$106.60

KIDDE SAFETY

KIDDE SAFETY	Fire-EMS Prevent & Inspect	Lockbox order	\$1,288.83
<i>KIDDE SAFETY - Total For Fire-EMS Prevent & Inspect</i>			<i>\$1,288.83</i>
KIDDE SAFETY - ALL DEPARTMENTS			\$1,288.83

KINSCO LLC

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$107.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$589.49
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$239.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$473.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$521.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$288.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$652.99
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$350.99
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$53.75
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$368.96
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$253.45
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$27.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$88.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$476.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$285.50

KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$107.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$469.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$144.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$8.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$10.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$159.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$70.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$74.75
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$55.75
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$35.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$178.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$436.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$45.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$148.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$236.45
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$170.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$237.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$186.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$87.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$130.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$223.75
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$330.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$529.50
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$178.25
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$305.00
KINSCO LLC	Fire-EMS Operations	Fire Department Uniforms	\$395.50

<i>KINSCO LLC - Total For Fire-EMS Operations</i>			<i>\$9,729.33</i>
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KINSCO LLC - ALL DEPARTMENTS			\$9,729.33
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KIWANIS CLUB

KIWANIS CLUB	City Attorney	Active Member Quarterly Dues	\$228.00
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<i>KIWANIS CLUB - Total For City Attorney</i>			<i>\$228.00</i>
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KIWANIS CLUB - ALL DEPARTMENTS			\$228.00
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KNIFE RIVER/JTL

KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$466.50
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$920.25
KNIFE RIVER/JTL	Streets	City of Casper Mix/Fiber Mesh/Fuel Surcharg	\$666.60
KNIFE RIVER/JTL	Streets	City of Casper Mix/Fiber Mesh/Fuel Surcharg	\$666.60
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$1,273.50
KNIFE RIVER/JTL	Streets	Crushed base	\$682.65
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$916.50
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$906.00
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$912.00
KNIFE RIVER/JTL	Streets	1/2" Plant Mix	\$924.75

<i>KNIFE RIVER/JTL - Total For Streets</i>			<i>\$8,335.35</i>
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KNIFE RIVER/JTL - ALL DEPARTMENTS			\$8,335.35
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KOTO CASPER INC

KOTO CASPER INC	Sewer Fund		\$1,203.53
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<i>KOTO CASPER INC - Total For Sewer Fund</i>			<i>\$1,203.53</i>
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KOTO CASPER INC - ALL DEPARTMENTS			\$1,203.53
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L.N. CURTIS & SONS I

L.N. CURTIS & SONS I	Fire-EMS Operations	SCBA gear	\$1,210.51
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<i>L.N. CURTIS & SONS I - Total For Fire-EMS Operations</i>			<i>\$1,210.51</i>
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L.N. CURTIS & SONS I - ALL DEPARTMENTS			\$1,210.51
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LANGDON INVESTMENTS

LANGDON INVESTMENTS	Sewer Fund		\$234.02
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<i>LANGDON INVESTMENTS - Total For Sewer Fund</i>			<i>\$234.02</i>
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LANGDON INVESTMENTS - ALL DEPARTMENTS			\$234.02
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LAS DELICIAS

LAS DELICIAS	Fire-EMS Training	Meal for two people who were attending the	\$46.46
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<i>LAS DELICIAS - Total For Fire-EMS Training</i>			<i>\$46.46</i>
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LAS DELICIAS - ALL DEPARTMENTS	\$46.46
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LIGHTING SUPPLY

LIGHTING SUPPLY	Buildings & Structures Fund	Lighting supplies for CMO - Lighting Supply	\$32.00
LIGHTING SUPPLY	Buildings & Structures Fund	Lighting supplies for City Hall - Lighting Suppl	\$36.00
<i>LIGHTING SUPPLY - Total For Buildings & Structures Fund</i>			<i>\$68.00</i>
LIGHTING SUPPLY - ALL DEPARTMENTS			\$68.00

LISA'S SPIC N SPAN

LISA'S SPIC N SPAN	Balefill - Disposal & Landfill	Cleaning service	\$325.00
<i>LISA'S SPIC N SPAN - Total For Balefill - Disposal & Landfill</i>			<i>\$325.00</i>
LISA'S SPIC N SPAN	Refuse - Commercial	Cleaning service	\$375.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Commercial</i>			<i>\$375.00</i>
LISA'S SPIC N SPAN	Refuse - Recycling	Cleaning service	\$70.00
<i>LISA'S SPIC N SPAN - Total For Refuse - Recycling</i>			<i>\$70.00</i>
LISA'S SPIC N SPAN - ALL DEPARTMENTS			\$770.00

LOAF N JUG #0156

LOAF N JUG #0156	Police Career Services	AUTOMATED FUEL DISPENSERS	\$52.45
<i>LOAF N JUG #0156 - Total For Police Career Services</i>			<i>\$52.45</i>
LOAF N JUG #0156 - ALL DEPARTMENTS			\$52.45

LOBBYTV

LOBBYTV	Police Administration	COMPUTER SOFTWARE STORES	\$20.00
LOBBYTV	Police Administration	COMPUTER SOFTWARE STORES	(\$20.00)
<i>LOBBYTV - Total For Police Administration</i>			<i>\$0.00</i>
LOBBYTV - ALL DEPARTMENTS			\$0.00

LONG BUILDING TECHNO

LONG BUILDING TECHNO	Buildings & Structures Fund	Labor	\$780.00
<i>LONG BUILDING TECHNO - Total For Buildings & Structures Fund</i>			<i>\$780.00</i>
LONG BUILDING TECHNO	Metro Animal Shelter	Innovent unit repair	\$260.00

<i>LONG BUILDING TECHNO - Total For Metro Animal Shelter</i>			\$260.00
LONG BUILDING TECHNO	Regional Water Operations	Thermostat replacement / download control	\$500.00
<i>LONG BUILDING TECHNO - Total For Regional Water Operations</i>			\$500.00
LONG BUILDING TECHNO - ALL DEPARTMENTS			\$1,540.00

MAVERIK #270

MAVERIK #270	Balefill - Disposal & Landfill	FUEL FOR CITY CAR WSWRA CONFERENCE	\$68.52
<i>MAVERIK #270 - Total For Balefill - Disposal & Landfill</i>			\$68.52
MAVERIK #270 - ALL DEPARTMENTS			\$68.52

MAY, ROBERT A

MAY, ROBERT A	Refuse Revenue and Transfer		\$252.09
<i>MAY, ROBERT A - Total For Refuse Revenue and Transfers</i>			\$252.09
MAY, ROBERT A - ALL DEPARTMENTS			\$252.09

MCCOUL, TONDI

MCCOUL, TONDI	Refuse Revenue and Transfer		\$190.10
<i>MCCOUL, TONDI - Total For Refuse Revenue and Transfers</i>			\$190.10
MCCOUL, TONDI - ALL DEPARTMENTS			\$190.10

MCDONALD'S F8067

MCDONALD'S F8067	Police Investigations	FAST FOOD RESTAURANTS	\$119.75
<i>MCDONALD'S F8067 - Total For Police Investigations</i>			\$119.75
MCDONALD'S F8067 - ALL DEPARTMENTS			\$119.75

MEMORIAL HOSPITAL

MEMORIAL HOSPITAL	Fire-EMS Training	Physicals for staff	\$4,615.00
<i>MEMORIAL HOSPITAL - Total For Fire-EMS Training</i>			\$4,615.00
MEMORIAL HOSPITAL - ALL DEPARTMENTS			\$4,615.00

MENARDS CASPER WY

MENARDS CASPER WY	Fire-EMS Training	Training room equipment at St. 1	\$346.43
<i>MENARDS CASPER WY - Total For Fire-EMS Training</i>			<i>\$346.43</i>
MENARDS CASPER WY	Parks - Parks Maint.	Field Supplies	\$101.80
<i>MENARDS CASPER WY - Total For Parks - Parks Maint.</i>			<i>\$101.80</i>
MENARDS CASPER WY	Parks - Urban Forestry	Field Supplies	\$67.86
<i>MENARDS CASPER WY - Total For Parks - Urban Forestry</i>			<i>\$67.86</i>
MENARDS CASPER WY	Traffic Control	Spade connectors for 12th & Wolcott signal r	\$13.98
<i>MENARDS CASPER WY - Total For Traffic Control</i>			<i>\$13.98</i>
MENARDS CASPER WY	Water Distribution	Tools, Def, Spray Paint - Other Materials & S	\$306.26
<i>MENARDS CASPER WY - Total For Water Distribution</i>			<i>\$306.26</i>
MENARDS CASPER WY	Water Meters	Razor Blades & Other - Other Materials & Su	\$18.62
<i>MENARDS CASPER WY - Total For Water Meters</i>			<i>\$18.62</i>
MENARDS CASPER WY - ALL DEPARTMENTS			\$854.95

MEYERS CONSTRUCTION

MEYERS CONSTRUCTION	Capital Projects Fund	Replace asphalt pathway next to Bouldering	\$10,780.00
<i>MEYERS CONSTRUCTION - Total For Capital Projects Fund</i>			<i>\$10,780.00</i>
MEYERS CONSTRUCTION - ALL DEPARTMENTS			\$10,780.00

MIDLAND SCIENTIFIC

MIDLAND SCIENTIFIC	WWTP Operations	THERMOMETER, PHOSPHORUS TESTS	\$147.96
<i>MIDLAND SCIENTIFIC - Total For WWTP Operations</i>			<i>\$147.96</i>
MIDLAND SCIENTIFIC - ALL DEPARTMENTS			\$147.96

MIDTOWN CAFE

MIDTOWN CAFE	Fire-EMS Training	Meal for two while attending Hazmat Tech Cl	\$24.38
<i>MIDTOWN CAFE - Total For Fire-EMS Training</i>			<i>\$24.38</i>
MIDTOWN CAFE - ALL DEPARTMENTS			\$24.38

Miracle Recreation

Miracle Recreation	Capital Projects Fund	Parts Carton, Chameleon Assembly	\$1,173.21
<i>Miracle Recreation - Total For Capital Projects Fund</i>			<i>\$1,173.21</i>

Miracle Recreation - ALL DEPARTMENTS	\$1,173.21
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Monson

Monson	Buildings & Structures Fund	Janitorial service	\$5,976.94
Monson	Buildings & Structures Fund	Janitorial service	\$225.00
<i>Monson - Total For Buildings & Structures Fund</i>			<i>\$6,201.94</i>
Monson - ALL DEPARTMENTS			\$6,201.94

MOTION AND FLOW CONT

MOTION AND FLOW CONT	Balefill - Baler Processing	Filter	\$99.32
<i>MOTION AND FLOW CONT - Total For Balefill - Baler Processing</i>			<i>\$99.32</i>
MOTION AND FLOW CONT - ALL DEPARTMENTS			\$99.32

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS	Fire-EMS Operations	3 Motorola Mobile Radios for New Engines	\$10,634.85
<i>MOTOROLA SOLUTIONS - Total For Fire-EMS Operations</i>			<i>\$10,634.85</i>
MOTOROLA SOLUTIONS	Public Safety Communication	Astro Network Monitoring/System Pkg/Micro	\$9,457.67
<i>MOTOROLA SOLUTIONS - Total For Public Safety Communications</i>			<i>\$9,457.67</i>
MOTOROLA SOLUTIONS	Public Transit - CARES Act	Radio & 3 year service plan - 7/23/22 to 7/22	\$1,956.84
MOTOROLA SOLUTIONS	Public Transit - CARES Act	Device programming - 2/09/22 to 2/08/27	\$210.00
<i>MOTOROLA SOLUTIONS - Total For Public Transit - CARES Act</i>			<i>\$2,166.84</i>
MOTOROLA SOLUTIONS	Public Transit - Operations	Radio desktop chargers	\$73.96
MOTOROLA SOLUTIONS	Public Transit - Operations	Radios	\$206.96
MOTOROLA SOLUTIONS	Public Transit - Operations	Radios & 3 year service plan - 7/16/22 to 7/1	\$48,765.22
<i>MOTOROLA SOLUTIONS - Total For Public Transit - Operations</i>			<i>\$49,046.14</i>
MOTOROLA SOLUTIONS - ALL DEPARTMENTS			\$71,305.50

MOUNTAIN STATE EMPLO

MOUNTAIN STATE EMPLO	Balefill - Disposal & Landfill	MSEC Membership Dues	\$53.58
<i>MOUNTAIN STATE EMPLO - Total For Balefill - Disposal & Landfill</i>			<i>\$53.58</i>
MOUNTAIN STATE EMPLO	City Manager	MSEC Membership Dues	\$214.28
<i>MOUNTAIN STATE EMPLO - Total For City Manager</i>			<i>\$214.28</i>
MOUNTAIN STATE EMPLO	Community Development	MSEC Membership Dues	\$214.29

<i>MOUNTAIN STATE EMPLO - Total For Community Development</i>			\$214.29
MOUNTAIN STATE EMPLO	Customer Service	MSEC Membership Dues	\$107.14
<i>MOUNTAIN STATE EMPLO - Total For Customer Service</i>			\$107.14
MOUNTAIN STATE EMPLO	Finance	MSEC Membership Dues	\$107.15
<i>MOUNTAIN STATE EMPLO - Total For Finance</i>			\$107.15
MOUNTAIN STATE EMPLO	Human Resources	MSEC Membership Dues	\$214.28
<i>MOUNTAIN STATE EMPLO - Total For Human Resources</i>			\$214.28
MOUNTAIN STATE EMPLO	Parks - Parks Maint.	MSEC Membership Dues	\$214.28
<i>MOUNTAIN STATE EMPLO - Total For Parks - Parks Maint.</i>			\$214.28
MOUNTAIN STATE EMPLO	Police Career Services	MSEC Membership Dues	\$214.29
<i>MOUNTAIN STATE EMPLO - Total For Police Career Services</i>			\$214.29
MOUNTAIN STATE EMPLO	Refuse - Residential	MSEC Membership Dues	\$53.57
<i>MOUNTAIN STATE EMPLO - Total For Refuse - Residential</i>			\$53.57
MOUNTAIN STATE EMPLO	Water Administration	MSEC Membership Dues	\$107.14
<i>MOUNTAIN STATE EMPLO - Total For Water Administration</i>			\$107.14
MOUNTAIN STATE EMPLO - ALL DEPARTMENTS			\$1,500.00

MOUNTAIN STATES

MOUNTAIN STATES	Cemetery	Printing service - blank certificates	\$66.93
<i>MOUNTAIN STATES - Total For Cemetery</i>			\$66.93
MOUNTAIN STATES - ALL DEPARTMENTS			\$66.93

MOUNTAIN STATES LITH

MOUNTAIN STATES LITH	Ft. Caspar Museum	Mormon Ferry handout	\$220.84
MOUNTAIN STATES LITH	Ft. Caspar Museum	Museum brochure	\$875.93
<i>MOUNTAIN STATES LITH - Total For Ft. Caspar Museum</i>			\$1,096.77
MOUNTAIN STATES LITH	Golf - Operations	GOLF SHop Supplies	\$270.88
<i>MOUNTAIN STATES LITH - Total For Golf - Operations</i>			\$270.88
MOUNTAIN STATES LITH - ALL DEPARTMENTS			\$1,367.65

MOUNTAIN STATES PIPE

MOUNTAIN STATES PIPE	Water Meters	Itron ERW-1300-402 water ERT module	\$6,436.00
MOUNTAIN STATES PIPE	Water Meters	Water meter ERTS	\$4,254.78

MOUNTAIN STATES PIPE	Water Meters	Ultrasonic Water Meter - New Meter/ERT's	\$1,988.00
<i>MOUNTAIN STATES PIPE - Total For Water Meters</i>			<i>\$12,678.78</i>
MOUNTAIN STATES PIPE - ALL DEPARTMENTS			\$12,678.78

MOUNTAIN WEST TECHNO

MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #13502	\$50.95
MOUNTAIN WEST TECHNO	Buildings & Structures Fund	Acct #20778	\$78.37
<i>MOUNTAIN WEST TECHNO - Total For Buildings & Structures Fund</i>			<i>\$129.32</i>
MOUNTAIN WEST TECHNO	Hogadon - Operations	Guest internet	\$49.95
<i>MOUNTAIN WEST TECHNO - Total For Hogadon - Operations</i>			<i>\$49.95</i>
MOUNTAIN WEST TECHNO	Information Services	Acct #13922	\$1,000.00
<i>MOUNTAIN WEST TECHNO - Total For Information Services</i>			<i>\$1,000.00</i>
MOUNTAIN WEST TECHNO - ALL DEPARTMENTS			\$1,179.27

MUNICIPAL EMERGENCY

MUNICIPAL EMERGENCY	Fire-EMS Operations	Helmets	\$3,425.40
MUNICIPAL EMERGENCY	Fire-EMS Operations	Short Barrel hose tip - 187-XD 1.5" 7/8"	\$154.03
<i>MUNICIPAL EMERGENCY - Total For Fire-EMS Operations</i>			<i>\$3,579.43</i>
MUNICIPAL EMERGENCY - ALL DEPARTMENTS			\$3,579.43

MUNICIPAL TREATMENT

MUNICIPAL TREATMENT	WWTP Operations	Basin valve actuator	\$6,545.00
<i>MUNICIPAL TREATMENT - Total For WWTP Operations</i>			<i>\$6,545.00</i>
MUNICIPAL TREATMENT - ALL DEPARTMENTS			\$6,545.00

NAPA AUTO PARTS CORP

NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, small tools, supplies, parts, mi	\$13,129.99
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, small tools, supplies, parts, mi	\$2,106.59
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, small tools, supplies, parts, mi	\$2,029.99
NAPA AUTO PARTS CORP	Fleet Maintenance Fund	Consumables, small tools, supplies, parts, mi	\$108,699.28
<i>NAPA AUTO PARTS CORP - Total For Fleet Maintenance Fund</i>			<i>\$125,965.85</i>
NAPA AUTO PARTS CORP	Golf - Operations	Consumables, small tools, supplies, parts, mi	\$132.10
<i>NAPA AUTO PARTS CORP - Total For Golf - Operations</i>			<i>\$132.10</i>

NAPA AUTO PARTS CORP	Regional Water Operations	Laser Tachometer - Small Tools & Supplies	\$108.99
<i>NAPA AUTO PARTS CORP - Total For Regional Water Operations</i>			<i>\$108.99</i>
NAPA AUTO PARTS CORP	Water Distribution	Wheel Chock for Dump Trucks - Vehicle Supp	\$115.96
<i>NAPA AUTO PARTS CORP - Total For Water Distribution</i>			<i>\$115.96</i>
NAPA AUTO PARTS CORP	Water Tanks	HI PWR V-BELT SW ROOF VENT/BOOSTER SU	\$9.99
<i>NAPA AUTO PARTS CORP - Total For Water Tanks</i>			<i>\$9.99</i>
NAPA AUTO PARTS CORP - ALL DEPARTMENTS			\$126,332.89

NATIONAL ASSOCIATION

NATIONAL ASSOCIATION	Police Career Services	CIVIC, SOCIAL AND FRATERNAL ASSOCIATION	\$500.00
<i>NATIONAL ASSOCIATION - Total For Police Career Services</i>			<i>\$500.00</i>
NATIONAL ASSOCIATION - ALL DEPARTMENTS			\$500.00

NATRONA COUNTY OFFIC

NATRONA COUNTY OFFIC	Weed & Pest Fund	Insecticide	\$810.64
<i>NATRONA COUNTY OFFIC - Total For Weed & Pest Fund</i>			<i>\$810.64</i>
NATRONA COUNTY OFFIC - ALL DEPARTMENTS			\$810.64

NEALEIGH, KENNETH E

NEALEIGH, KENNETH E	Water Revenue and Transfers		\$275.16
<i>NEALEIGH, KENNETH E - Total For Water Revenue and Transfers</i>			<i>\$275.16</i>
NEALEIGH, KENNETH E - ALL DEPARTMENTS			\$275.16

NELSON/NYGAARD CONSU

NELSON/NYGAARD CONSU	Metropolitan Planning Org	Contract Withholding: 21300122	\$9,778.51
<i>NELSON/NYGAARD CONSU - Total For Metropolitan Planning Org</i>			<i>\$9,778.51</i>
NELSON/NYGAARD CONSU - ALL DEPARTMENTS			\$9,778.51

NFPA NATL FIRE PROTE

NFPA NATL FIRE PROTE	Fire-EMS Operations	hard copy of NFPA 1700	\$68.45
<i>NFPA NATL FIRE PROTE - Total For Fire-EMS Operations</i>			<i>\$68.45</i>
NFPA NATL FIRE PROTE	Fire-EMS Prevent & Inspect	NFPA National Electrical Code handbook	\$208.85

NFPA NATL FIRE PROTE - Total For Fire-EMS Prevent & Inspect	\$208.85
NFPA NATL FIRE PROTE - ALL DEPARTMENTS	\$277.30

NJ CRIMINAL INTERDIC

NJ CRIMINAL INTERDIC	Police Career Services	Training - The Gun Game	\$498.00
NJ CRIMINAL INTERDIC - Total For Police Career Services			\$498.00
NJ CRIMINAL INTERDIC - ALL DEPARTMENTS			\$498.00

NORCO, INC.

NORCO, INC.	Balefill - Baler Processing	Replacement torch tip for plasma table	\$111.16
NORCO, INC. - Total For Balefill - Baler Processing			\$111.16
NORCO, INC.	Buildings & Structures Fund	BAS Shop Supplies - Norco	\$52.92
NORCO, INC.	Buildings & Structures Fund	Bathroom tissue	\$194.86
NORCO, INC. - Total For Buildings & Structures Fund			\$247.78
NORCO, INC.	Cemetery	NORCO CLEANING SUPPLIES	\$319.75
NORCO, INC. - Total For Cemetery			\$319.75
NORCO, INC.	Metro Animal Shelter	Disinfectant bleach, garbage bags, latex glov	\$139.04
NORCO, INC. - Total For Metro Animal Shelter			\$139.04
NORCO, INC.	Regional Water Operations	Dust masks / safety supplies	\$74.82
NORCO, INC. - Total For Regional Water Operations			\$74.82
NORCO, INC.	Sewer Wastewater Collection	safety supplies	\$33.28
NORCO, INC. - Total For Sewer Wastewater Collection			\$33.28
NORCO, INC.	Streets	Safety Supplies - Gloves, Safety Glasses, Lens	\$697.31
NORCO, INC. - Total For Streets			\$697.31
NORCO, INC.	Water Distribution	Safety Glasses - Other Materials & Supplies	\$311.02
NORCO, INC. - Total For Water Distribution			\$311.02
NORCO, INC. - ALL DEPARTMENTS			\$1,934.16

NORTH AMERICAN RESCU

NORTH AMERICAN RESCU	Police Career Services	Combat application tourniquets	\$2,097.80
NORTH AMERICAN RESCU	Police Career Services	Combat application tourniquets	\$4,889.14
NORTH AMERICAN RESCU - Total For Police Career Services			\$6,986.94

NORTH AMERICAN RESCU - ALL DEPARTMENTS

\$6,986.94

NORTHERN LIGHTS MANU

NORTHERN LIGHTS MANU	Balefill - Disposal & Landfill	Welding service	\$720.00
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<i>NORTHERN LIGHTS MANU - Total For Balefill - Disposal & Landfill</i>			\$720.00
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NORTHERN LIGHTS MANU - ALL DEPARTMENTS

\$720.00

NORTHWEST CONTRACTOR

NORTHWEST CONTRACTOR	Buildings & Structures Fund	BAS Shop Supplies	\$83.96
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<i>NORTHWEST CONTRACTOR - Total For Buildings & Structures Fund</i>			\$83.96
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NORTHWEST CONTRACTOR	Fire-EMS Operations	Contractors Supply - Tools and tool boxes for	\$1,815.70
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<i>NORTHWEST CONTRACTOR - Total For Fire-EMS Operations</i>			\$1,815.70
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NORTHWEST CONTRACTOR	RWS - Booster Stations	SANDY LAKES BYPASS LINE BOOSTER SUPPLI	\$55.41
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<i>NORTHWEST CONTRACTOR - Total For RWS - Booster Stations</i>			\$55.41
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NORTHWEST CONTRACTOR	Sewer Stormwater	sink hole repair supplies	\$340.00
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<i>NORTHWEST CONTRACTOR - Total For Sewer Stormwater</i>			\$340.00
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NORTHWEST CONTRACTOR	Streets	Supplies--Shovels, Brooms, Paint, Measuring	\$1,360.09
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<i>NORTHWEST CONTRACTOR - Total For Streets</i>			\$1,360.09
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NORTHWEST CONTRACTOR	Water Distribution	Marking Paint - Water & Sewer Line Material	\$543.76
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<i>NORTHWEST CONTRACTOR - Total For Water Distribution</i>			\$543.76
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NORTHWEST CONTRACTOR - ALL DEPARTMENTS

\$4,198.92

NVA CASPER VETERINAR

NVA CASPER VETERINAR	Metro Animal Shelter	Veterinary service	\$1,219.70
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<i>NVA CASPER VETERINAR - Total For Metro Animal Shelter</i>			\$1,219.70
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NVA CASPER VETERINAR - ALL DEPARTMENTS

\$1,219.70

OFFICE DEPOT

OFFICE DEPOT	Customer Service	1 black toner for color printer	\$30.25
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OFFICE DEPOT	Customer Service	1 black toner for the copier/fax machine	\$20.66
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<i>OFFICE DEPOT - Total For Customer Service</i>			\$50.91
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OFFICE DEPOT	Finance	1 black toner for color printer	\$30.25
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OFFICE DEPOT	Finance	1 black toner for the copier/fax machine	\$20.68
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<i>OFFICE DEPOT - Total For Finance</i>			<i>\$50.93</i>
OFFICE DEPOT	Health Insurance Fund	1 black toner for color printer	\$30.25
OFFICE DEPOT	Health Insurance Fund	1 black toner for the copier/fax machine	\$20.68
<i>OFFICE DEPOT - Total For Health Insurance Fund</i>			<i>\$50.93</i>
OFFICE DEPOT	Human Resources	1 black toner for color printer	\$30.25
OFFICE DEPOT	Human Resources	1 black toner for the copier/fax machine	\$20.68
<i>OFFICE DEPOT - Total For Human Resources</i>			<i>\$50.93</i>
OFFICE DEPOT	Risk Management	1 black toner for the copier/fax machine	\$20.68
OFFICE DEPOT	Risk Management	1 black toner for color printer	\$30.25
<i>OFFICE DEPOT - Total For Risk Management</i>			<i>\$50.93</i>
OFFICE DEPOT - ALL DEPARTMENTS			\$254.63

ONE CALL OF WY.

ONE CALL OF WY.	Parks - Parks Maint.	Tickets for August 2022	\$107.25
<i>ONE CALL OF WY. - Total For Parks - Parks Maint.</i>			<i>\$107.25</i>
ONE CALL OF WY.	Sewer Wastewater Collection	Tickets for August 2022	\$451.57
<i>ONE CALL OF WY. - Total For Sewer Wastewater Collection</i>			<i>\$451.57</i>
ONE CALL OF WY.	Traffic Control	Tickets for August 2022	\$269.25
<i>ONE CALL OF WY. - Total For Traffic Control</i>			<i>\$269.25</i>
ONE CALL OF WY.	Water Distribution	Tickets for August 2022	\$551.93
<i>ONE CALL OF WY. - Total For Water Distribution</i>			<i>\$551.93</i>
ONE CALL OF WY. - ALL DEPARTMENTS			\$1,380.00

O'REILLY AUTO PARTS

O'REILLY AUTO PARTS	Fire-EMS Operations	Station Supplies	\$28.98
<i>O'REILLY AUTO PARTS - Total For Fire-EMS Operations</i>			<i>\$28.98</i>
O'REILLY AUTO PARTS - ALL DEPARTMENTS			\$28.98

ORIGINAL WATERMEN IN

ORIGINAL WATERMEN IN	Aquatics - Operations	Men's Guard Suits	\$1,032.96
<i>ORIGINAL WATERMEN IN - Total For Aquatics - Operations</i>			<i>\$1,032.96</i>
ORIGINAL WATERMEN IN - ALL DEPARTMENTS			\$1,032.96

ORKIN LLC 002

ORKIN LLC 002	Hogadon - Operations	Pest control	\$150.97
ORKIN LLC 002 - Total For Hogadon - Operations			\$150.97
ORKIN LLC 002 - ALL DEPARTMENTS			\$150.97

OTT, JOHN O

OTT, JOHN O	Refuse Revenue and Transfer		\$258.73
OTT, JOHN O - Total For Refuse Revenue and Transfers			\$258.73
OTT, JOHN O - ALL DEPARTMENTS			\$258.73

PACE ANALYTICAL SERV

PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$610.33
PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$610.33
PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$332.32
PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$610.33
PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$299.74
PACE ANALYTICAL SERV	WWTP Pretreatment	Analytical testing (water)	\$420.28
PACE ANALYTICAL SERV - Total For WWTP Pretreatment			\$2,883.33
PACE ANALYTICAL SERV - ALL DEPARTMENTS			\$2,883.33

PAYPAL RM FBINAA

PAYPAL RM FBINAA	Police Career Services	CHARITABLE AND SOCIAL SERVICE ORGANIZA	\$580.00
PAYPAL RM FBINAA - Total For Police Career Services			\$580.00
PAYPAL RM FBINAA - ALL DEPARTMENTS			\$580.00

PEDEN'S INC

PEDEN'S INC	Balefill - Diversion & Special	Screen printing	\$211.00
PEDEN'S INC - Total For Balefill - Diversion & Special			\$211.00
PEDEN'S INC - ALL DEPARTMENTS			\$211.00

PETCO 1456

PETCO 1456	Regional Water Operations	Submersible Pumps for Actiflo - Pump & Lubr	\$129.98
<i>PETCO 1456 - Total For Regional Water Operations</i>			<i>\$129.98</i>
PETCO 1456 - ALL DEPARTMENTS			\$129.98

PETSMART #3082

PETSMART #3082	Metro Animal Control	PET SHOPS-PET FOOD AND SUPPLY STORES	\$37.48
PETSMART #3082	Metro Animal Control	PET SHOPS-PET FOOD AND SUPPLY STORES	\$49.48
<i>PETSMART #3082 - Total For Metro Animal Control</i>			<i>\$86.96</i>
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$74.58
PETSMART #3082	Metro Animal Shelter	PET SHOPS-PET FOOD AND SUPPLY STORES	\$40.38
<i>PETSMART #3082 - Total For Metro Animal Shelter</i>			<i>\$114.96</i>
PETSMART #3082 - ALL DEPARTMENTS			\$201.92

PILOT

PILOT	Police Administration	AUTOMATED FUEL DISPENSERS	\$37.40
<i>PILOT - Total For Police Administration</i>			<i>\$37.40</i>
PILOT - ALL DEPARTMENTS			\$37.40

PONY GRILL AND BAR

PONY GRILL AND BAR	Fire-EMS Training	Meal for two while attending the Hazmat Te	\$29.77
PONY GRILL AND BAR	Fire-EMS Training	Meal for two while attending a Hazmat Tech	\$34.56
<i>PONY GRILL AND BAR - Total For Fire-EMS Training</i>			<i>\$64.33</i>
PONY GRILL AND BAR - ALL DEPARTMENTS			\$64.33

POSTAL PROS, INC.

POSTAL PROS, INC.	Customer Service	Printing / Postage / Mailing Service	\$3,066.53
POSTAL PROS, INC.	Customer Service	Printing / Postage / Mailing Service	\$3,403.41
<i>POSTAL PROS, INC. - Total For Customer Service</i>			<i>\$6,469.94</i>
POSTAL PROS, INC. - ALL DEPARTMENTS			\$6,469.94

POWER EQUIPMENT CORP

POWER EQUIPMENT CORP	WWTP Operations	Wiper rubber	\$490.00
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POWER EQUIPMENT CORP - Total For WWTP Operations			\$490.00
POWER EQUIPMENT CORP - ALL DEPARTMENTS			\$490.00

PRINTWORKS

PRINTWORKS	Finance	Printing service - business cards	\$143.82
<i>PRINTWORKS - Total For Finance</i>			<i>\$143.82</i>
PRINTWORKS - ALL DEPARTMENTS			\$143.82

PUBLIC AGENCY TRAINI

PUBLIC AGENCY TRAINI	Police Career Services	SCHOOLS AND EDUCATIONAL SERVICES NOT	\$75.00
<i>PUBLIC AGENCY TRAINI - Total For Police Career Services</i>			<i>\$75.00</i>
PUBLIC AGENCY TRAINI - ALL DEPARTMENTS			\$75.00

Publication Printers

Publication Printers	Rec Center - Admin	Activity Guide Fall Publication	\$1,497.93
<i>Publication Printers - Total For Rec Center - Admin</i>			<i>\$1,497.93</i>
Publication Printers - ALL DEPARTMENTS			\$1,497.93

RAMSHORN CONSTRUCTIO

RAMSHORN CONSTRUCTIO	Capital Projects Fund	2022 12th Street Improvements	\$265,377.27
<i>RAMSHORN CONSTRUCTIO - Total For Capital Projects Fund</i>			<i>\$265,377.27</i>
RAMSHORN CONSTRUCTIO	Water Distribution	2022 12th Street Improvements	\$4,389.00
<i>RAMSHORN CONSTRUCTIO - Total For Water Distribution</i>			<i>\$4,389.00</i>
RAMSHORN CONSTRUCTIO - ALL DEPARTMENTS			\$269,766.27

RD OFFU H CO

RD OFFU H CO	Balefill - Disposal & Landfill	UPGRADE CONNECTIVITY FOR GLOBA	\$51,355.00
RD OFFU H CO	Balefill - Disposal & Landfill	UPGRADE CONNECTIVITY FOR GLOBA	\$17,374.00
<i>RD OFFU H CO - Total For Balefill - Disposal & Landfill</i>			<i>\$68,729.00</i>
RD OFFU H CO - ALL DEPARTMENTS			\$68,729.00

RESIDENCE INN AUSTIN

RESIDENCE INN AUSTIN	Police Career Services	RESIDENCE INN	\$1,126.74
RESIDENCE INN AUSTIN	Police Career Services	RESIDENCE INN	\$1,126.74
<i>RESIDENCE INN AUSTIN - Total For Police Career Services</i>			\$2,253.48
RESIDENCE INN AUSTIN - ALL DEPARTMENTS			\$2,253.48

RICOH USA INC

RICOH USA INC	Metropolitan Planning Org	Copier usage	\$547.07
<i>RICOH USA INC - Total For Metropolitan Planning Org</i>			\$547.07
RICOH USA INC - ALL DEPARTMENTS			\$547.07

RMI CASPER

RMI CASPER	WWTP Operations	CALIBRATION GAS NITROGEN	\$98.00
<i>RMI CASPER - Total For WWTP Operations</i>			\$98.00
RMI CASPER - ALL DEPARTMENTS			\$98.00

ROCKY MOUNTAIN POWER

ROCKY MOUNTAIN POWER	Cemetery	Acct #54730761-092 3	\$151.48
<i>ROCKY MOUNTAIN POWER - Total For Cemetery</i>			\$151.48
ROCKY MOUNTAIN POWER	City Center Building	Acct #54730761-093 1	\$934.38
<i>ROCKY MOUNTAIN POWER - Total For City Center Building</i>			\$934.38
ROCKY MOUNTAIN POWER	City Hall	Acct #54730761-093 1	\$4,685.70
<i>ROCKY MOUNTAIN POWER - Total For City Hall</i>			\$4,685.70
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #60445507-008 5	\$688.16
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,462.55
ROCKY MOUNTAIN POWER	Fire-EMS Administration	Acct #54730761-097 2	\$2,566.16
<i>ROCKY MOUNTAIN POWER - Total For Fire-EMS Administration</i>			\$5,716.87
ROCKY MOUNTAIN POWER	Ft. Caspar Museum	Acct #54730761-098 0	\$1,039.88
<i>ROCKY MOUNTAIN POWER - Total For Ft. Caspar Museum</i>			\$1,039.88
ROCKY MOUNTAIN POWER	Golf - Operations	Acct #54730761-099 8	\$5,462.82
<i>ROCKY MOUNTAIN POWER - Total For Golf - Operations</i>			\$5,462.82
ROCKY MOUNTAIN POWER	Hogadon - Operations	Acct #54730761-126 9	\$1,747.11
<i>ROCKY MOUNTAIN POWER - Total For Hogadon - Operations</i>			\$1,747.11

ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-147 5	\$4,828.65
ROCKY MOUNTAIN POWER	Ice Arena - Operations	Acct #54730761-101 2	\$2,240.32
<i>ROCKY MOUNTAIN POWER - Total For Ice Arena - Operations</i>			<i>\$7,068.97</i>
ROCKY MOUNTAIN POWER	Marathon Building	Acct #54730761-093 1	\$475.98
<i>ROCKY MOUNTAIN POWER - Total For Marathon Building</i>			<i>\$475.98</i>
ROCKY MOUNTAIN POWER	Metro Animal Shelter	Acct #54730761-102 0	\$1,229.16
<i>ROCKY MOUNTAIN POWER - Total For Metro Animal Shelter</i>			<i>\$1,229.16</i>
ROCKY MOUNTAIN POWER	Miller St. Dormitory	Acct #54730761-093 1	\$44.48
<i>ROCKY MOUNTAIN POWER - Total For Miller St. Dormitory</i>			<i>\$44.48</i>
ROCKY MOUNTAIN POWER	Parks - Athletic Maint.	Acct #54730761-131 9	\$3,548.29
<i>ROCKY MOUNTAIN POWER - Total For Parks - Athletic Maint.</i>			<i>\$3,548.29</i>
ROCKY MOUNTAIN POWER	Parks - Parks Maint.	Acct #54730761-093 1	\$1,587.94
<i>ROCKY MOUNTAIN POWER - Total For Parks - Parks Maint.</i>			<i>\$1,587.94</i>
ROCKY MOUNTAIN POWER	Police Administration	Acct #54730761-104 6	\$63.15
<i>ROCKY MOUNTAIN POWER - Total For Police Administration</i>			<i>\$63.15</i>
ROCKY MOUNTAIN POWER	Public Safety Communication	Acct #54730761-146 7	\$305.24
<i>ROCKY MOUNTAIN POWER - Total For Public Safety Communications</i>			<i>\$305.24</i>
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-004 5	\$26.18
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-005 2	\$382.96
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-006 0	\$563.57
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-011 0	\$1,462.31
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-010 2	\$4,100.04
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-012 8	\$1,203.45
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-013 6	\$718.05
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-018 5	\$4,701.61
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-002 9	\$631.11
ROCKY MOUNTAIN POWER	Regional Water Operations	Acct #60931133-017 7	\$351.11
<i>ROCKY MOUNTAIN POWER - Total For Regional Water Operations</i>			<i>\$14,140.39</i>
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-024 3	\$24.74
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-021 9	\$24.56
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-019 3	\$24.42
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-016 9	\$1,715.94
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-015 1	\$41.95
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-014 4	\$26.13
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-008 6	\$1,367.58
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-025 0	\$2,841.49

ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-026 8	\$59.27
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-001 1	\$25.41
ROCKY MOUNTAIN POWER	RWS - Booster Stations	Acct #60931133-003 7	\$2,509.73
<i>ROCKY MOUNTAIN POWER - Total For RWS - Booster Stations</i>			<i>\$8,661.22</i>
ROCKY MOUNTAIN POWER	Traffic Control	Acct #54730761-106 1	\$46,499.71
<i>ROCKY MOUNTAIN POWER - Total For Traffic Control</i>			<i>\$46,499.71</i>
ROCKY MOUNTAIN POWER	Water Tanks	Acct #54730761-135 0	\$87.85
<i>ROCKY MOUNTAIN POWER - Total For Water Tanks</i>			<i>\$87.85</i>
ROCKY MOUNTAIN POWER	WWTP Operations	Acct #54730761-004 8	\$169.77
<i>ROCKY MOUNTAIN POWER - Total For WWTP Operations</i>			<i>\$169.77</i>
ROCKY MOUNTAIN POWER - ALL DEPARTMENTS			\$103,620.39

RODRICK, DEREK

RODRICK, DEREK	Water Revenue and Transfers		\$831.34
<i>RODRICK, DEREK - Total For Water Revenue and Transfers</i>			<i>\$831.34</i>
RODRICK, DEREK - ALL DEPARTMENTS			\$831.34

ROGUE MECHANICAL

ROGUE MECHANICAL	Hogadon - Operations	Annual Fire Sprinkler Test	\$275.00
<i>ROGUE MECHANICAL - Total For Hogadon - Operations</i>			<i>\$275.00</i>
ROGUE MECHANICAL - ALL DEPARTMENTS			\$275.00

Rooter

Rooter	Parks - Parks Maint.	Porta-John from R&R	\$331.65
Rooter	Parks - Parks Maint.	Porta-John from R&R	\$853.65
<i>Rooter - Total For Parks - Parks Maint.</i>			<i>\$1,185.30</i>
Rooter - ALL DEPARTMENTS			\$1,185.30

RUFF KUTT KUSTOMZ

RUFF KUTT KUSTOMZ	Risk Management	Robertson Road Bridge railing repair	\$6,500.00
<i>RUFF KUTT KUSTOMZ - Total For Risk Management</i>			<i>\$6,500.00</i>
RUFF KUTT KUSTOMZ - ALL DEPARTMENTS			\$6,500.00

SACKETT'S MARKET,

SACKETT'S MARKET,	Fire-EMS Training	Food for two people attending hazmat tech c	\$29.98
SACKETT'S MARKET,	Fire-EMS Training	Meal for two people attending Hazmat Tech	\$24.00
SACKETT'S MARKET,	Fire-EMS Training	Food for two while attending Hazmat Tech T	\$27.98
<i>SACKETT'S MARKET, - Total For Fire-EMS Training</i>			<i>\$81.96</i>
SACKETT'S MARKET, - ALL DEPARTMENTS			\$81.96

SAMS CLUB #6425

SAMS CLUB #6425	Fire-EMS Administration	Ceremony supplies	\$51.94
<i>SAMS CLUB #6425 - Total For Fire-EMS Administration</i>			<i>\$51.94</i>
SAMS CLUB #6425	Fire-EMS Operations	Station Supplies	\$257.68
<i>SAMS CLUB #6425 - Total For Fire-EMS Operations</i>			<i>\$257.68</i>
SAMS CLUB #6425	Fire-EMS Training	TV for training room at St. 1	\$329.00
<i>SAMS CLUB #6425 - Total For Fire-EMS Training</i>			<i>\$329.00</i>
SAMS CLUB #6425	Ice Arena - Concessions	CONCESSIONS - Resale Items	\$245.66
<i>SAMS CLUB #6425 - Total For Ice Arena - Concessions</i>			<i>\$245.66</i>
SAMS CLUB #6425 - ALL DEPARTMENTS			\$884.28

SAMSCLUB #6425

SAMSCLUB #6425	Aquatics- Mike Sedar Conse	Concession Supplies, Condiments	\$47.14
SAMSCLUB #6425	Aquatics- Mike Sedar Conse	Pretzels	\$70.17
SAMSCLUB #6425	Aquatics- Mike Sedar Conse	Pretzals	\$76.56
<i>SAMSCLUB #6425 - Total For Aquatics- Mike Sedar Conse</i>			<i>\$193.87</i>
SAMSCLUB #6425	Balefill - Disposal & Landfill	TRUCK BARN AND SCALE HOUSE SUPPLIES	\$157.66
SAMSCLUB #6425	Balefill - Disposal & Landfill	PAPER TOWELS AND SCALE HOUSE SUPPLIES	\$28.94
<i>SAMSCLUB #6425 - Total For Balefill - Disposal & Landfill</i>			<i>\$186.60</i>
SAMSCLUB #6425	Fleet Maintenance Fund	WATER CUPS & UTENSILS	\$41.34
<i>SAMSCLUB #6425 - Total For Fleet Maintenance Fund</i>			<i>\$41.34</i>
SAMSCLUB #6425	Golf - Operations	Golf Shop Supplies	\$457.26
SAMSCLUB #6425	Golf - Operations	shop supplies	\$170.20
<i>SAMSCLUB #6425 - Total For Golf - Operations</i>			<i>\$627.46</i>
SAMSCLUB #6425	Refuse - Commercial	TRUCK BARN AND SCALE HOUSE SUPPLIES	\$158.16
<i>SAMSCLUB #6425 - Total For Refuse - Commercial</i>			<i>\$158.16</i>

SAMSLUB #6425	WWTP Operations	Kitchen, cleaning supplies	\$138.00
<i>SAMSLUB #6425 - Total For WWTP Operations</i>			<i>\$138.00</i>
SAMSLUB #6425 - ALL DEPARTMENTS			\$1,345.43

SAMSLUB.COM

SAMSLUB.COM	Aquatics - Operations	Concession Supplies to Sell, Stainless Steel Cl	\$4.28
<i>SAMSLUB.COM - Total For Aquatics - Operations</i>			<i>\$4.28</i>
SAMSLUB.COM	Aquatics- Marion Kreiner Con	Concession Supplies to Sell, Stainless Steel Cl	\$16.23
<i>SAMSLUB.COM - Total For Aquatics- Marion Kreiner Con</i>			<i>\$16.23</i>
SAMSLUB.COM	Aquatics- Mike Sedar Con	Concession Supplies to Sell, Stainless Steel Cl	\$105.69
SAMSLUB.COM	Aquatics- Mike Sedar Con	Chips	\$11.46
SAMSLUB.COM	Aquatics- Mike Sedar Con	Concession Supplies	\$76.80
SAMSLUB.COM	Aquatics- Mike Sedar Con	Concessions AQ: hot dogs, cotton candy, chi	\$69.10
SAMSLUB.COM	Aquatics- Mike Sedar Con	Concession Items to Sell	\$267.12
SAMSLUB.COM	Aquatics- Mike Sedar Con	Concession Supplies to Sell	\$213.42
<i>SAMSLUB.COM - Total For Aquatics- Mike Sedar Con</i>			<i>\$743.59</i>
SAMSLUB.COM	Aquatics- Mike Sedar Oper.	Concession Supplies to Sell, Stainless Steel Cl	\$4.41
<i>SAMSLUB.COM - Total For Aquatics- Mike Sedar Oper.</i>			<i>\$4.41</i>
SAMSLUB.COM	Aquatics- Paradise Valley Con	Concession Items to Sell	\$114.60
<i>SAMSLUB.COM - Total For Aquatics- Paradise Valley Cons</i>			<i>\$114.60</i>
SAMSLUB.COM	Aquatics- Paradise Valley Ope	Concession Supplies to Sell, Stainless Steel Cl	\$4.28
<i>SAMSLUB.COM - Total For Aquatics- Paradise Valley Oper</i>			<i>\$4.28</i>
SAMSLUB.COM	Aquatics- Washington Cons	Concession Items to Sell	\$48.88
SAMSLUB.COM	Aquatics- Washington Cons	Concession Supplies to Sell, Stainless Steel Cl	\$37.19
<i>SAMSLUB.COM - Total For Aquatics- Washington Cons</i>			<i>\$86.07</i>
SAMSLUB.COM	Fire-EMS Operations	Station Supplies	\$94.36
SAMSLUB.COM	Fire-EMS Operations	Station Supplies	\$363.45
<i>SAMSLUB.COM - Total For Fire-EMS Operations</i>			<i>\$457.81</i>
SAMSLUB.COM	Ice Arena - Concessions	CONCESSIONS - Popcorn	\$82.88
<i>SAMSLUB.COM - Total For Ice Arena - Concessions</i>			<i>\$82.88</i>
SAMSLUB.COM - ALL DEPARTMENTS			\$1,514.15

SEAWESTERN FIRE FIGH

SEAWESTERN FIRE FIGH	Fire-EMS Administration	Quarterly Air Sample and CO Monitor Calibra	\$710.00
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SEAWESTERN FIRE FIGH	Fire-EMS Administration	Annual compressor maintenance service cha	\$1,525.00
<i>SEAWESTERN FIRE FIGH - Total For Fire-EMS Administration</i>			<i>\$2,235.00</i>
SEAWESTERN FIRE FIGH	Fire-EMS Operations	Annual Compressor Maintenance Service at	\$1,195.00
<i>SEAWESTERN FIRE FIGH - Total For Fire-EMS Operations</i>			<i>\$1,195.00</i>
SEAWESTERN FIRE FIGH - ALL DEPARTMENTS			\$3,430.00

SEA-WESTERN INC

SEA-WESTERN INC	Fire-EMS Operations	5" Key Hose (35')	\$3,607.20
SEA-WESTERN INC	Fire-EMS Operations	Hose for Engine #3	\$14,417.07
SEA-WESTERN INC	Fire-EMS Operations	Scott SCBA Chest Straps	\$3,749.60
<i>SEA-WESTERN INC - Total For Fire-EMS Operations</i>			<i>\$21,773.87</i>
SEA-WESTERN INC - ALL DEPARTMENTS			\$21,773.87

SHELL OIL 5744427920

SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$54.19
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$85.57
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$27.06
SHELL OIL 5744427920	Fire-EMS Operations	Fuel	\$89.78
<i>SHELL OIL 5744427920 - Total For Fire-EMS Operations</i>			<i>\$256.60</i>
SHELL OIL 5744427920 - ALL DEPARTMENTS			\$256.60

SHELL OIL 5744651130

SHELL OIL 5744651130	City Manager	Fuel for meeting in Cheyenne	\$56.66
SHELL OIL 5744651130	City Manager	Food expense for meeting in Cheyenne	\$5.58
<i>SHELL OIL 5744651130 - Total For City Manager</i>			<i>\$62.24</i>
SHELL OIL 5744651130 - ALL DEPARTMENTS			\$62.24

SHERWIN-WILLIAMS COR

SHERWIN-WILLIAMS COR	Buildings & Structures Fund	Painting supplies for Rec Center - Sherwin Wi	\$44.57
<i>SHERWIN-WILLIAMS COR - Total For Buildings & Structures Fund</i>			<i>\$44.57</i>
SHERWIN-WILLIAMS COR - ALL DEPARTMENTS			\$44.57

SHUTTERFLY, INC.

SHUTTERFLY, INC.	Police Administration	PHOTOGRAPHIC STUDIOS	\$29.98
<i>SHUTTERFLY, INC. - Total For Police Administration</i>			<i>\$29.98</i>
SHUTTERFLY, INC. - ALL DEPARTMENTS			\$29.98

SIMPLOT T&H DEN

SIMPLOT T&H DEN	Parks - Athletic Maint.	Liquid fertilizer for injection system	\$1,475.00
SIMPLOT T&H DEN	Parks - Athletic Maint.	Pond dye for irrigation pond.	\$710.00
<i>SIMPLOT T&H DEN - Total For Parks - Athletic Maint.</i>			<i>\$2,185.00</i>
SIMPLOT T&H DEN - ALL DEPARTMENTS			\$2,185.00

SKYLINE RANCHES

SKYLINE RANCHES	Sewer Fund	Retail sewer revenue/Wholesale sewer/Adm	\$1,068.78
SKYLINE RANCHES	Sewer Fund	Retail sewer revenue/Wholesale sewer/Adm	(\$106.88)
<i>SKYLINE RANCHES - Total For Sewer Fund</i>			<i>\$961.90</i>
SKYLINE RANCHES	WWTP Revenue and Transfer	Retail sewer revenue/Wholesale sewer/Adm	(\$955.36)
<i>SKYLINE RANCHES - Total For WWTP Revenue and Transfers</i>			<i>(\$955.36)</i>
SKYLINE RANCHES - ALL DEPARTMENTS			\$6.54

SMARSH, INC

SMARSH, INC	Information Services	Email-Professional Archive Capture 8/01/22-	\$1,957.50
<i>SMARSH, INC - Total For Information Services</i>			<i>\$1,957.50</i>
SMARSH, INC - ALL DEPARTMENTS			\$1,957.50

SMITH PSYCHOLOGICAL

SMITH PSYCHOLOGICAL	Police Administration	Confidential legal or medical matters	\$200.00
<i>SMITH PSYCHOLOGICAL - Total For Police Administration</i>			<i>\$200.00</i>
SMITH PSYCHOLOGICAL	Police Career Services	Confidential legal or medical matters	\$400.00
<i>SMITH PSYCHOLOGICAL - Total For Police Career Services</i>			<i>\$400.00</i>
SMITH PSYCHOLOGICAL - ALL DEPARTMENTS			\$600.00

SP HEIMAN FIRE EQUIP

SP HEIMAN FIRE EQUIP	Fire-EMS Operations	Storz to Thread Adapter - 5" Storz x 2.5" NH	\$1,067.70
SP HEIMAN FIRE EQUIP	Fire-EMS Operations	5" Storz - 2 1/2" adaptors	\$995.70
<i>SP HEIMAN FIRE EQUIP - Total For Fire-EMS Operations</i>			<i>\$2,063.40</i>
SP HEIMAN FIRE EQUIP - ALL DEPARTMENTS			\$2,063.40

SP SHOPPOSORTAL

SP SHOPPOSORTAL	Golf - Operations	Office Computer Supplies	\$89.98
<i>SP SHOPPOSORTAL - Total For Golf - Operations</i>			<i>\$89.98</i>
SP SHOPPOSORTAL - ALL DEPARTMENTS			\$89.98

SP TRAININGMASK

SP TRAININGMASK	Fire-EMS Training	SCBA Training parts	\$200.00
<i>SP TRAININGMASK - Total For Fire-EMS Training</i>			<i>\$200.00</i>
SP TRAININGMASK - ALL DEPARTMENTS			\$200.00

SPARE LABS INC

SPARE LABS INC	Public Transit - CARES Act	Metered Max Active Vehicles - 8/01/22 to 9/	\$750.00
<i>SPARE LABS INC - Total For Public Transit - CARES Act</i>			<i>\$750.00</i>
SPARE LABS INC - ALL DEPARTMENTS			\$750.00

SPORTSMANS WAREHOUSE

SPORTSMANS WAREHOUSE	Fire-EMS Operations	Dry bags for recruits	\$59.96
<i>SPORTSMANS WAREHOUSE - Total For Fire-EMS Operations</i>			<i>\$59.96</i>
SPORTSMANS WAREHOUSE - ALL DEPARTMENTS			\$59.96

SQ BRECK MEDIA GROU

SQ BRECK MEDIA GROU	Sewer Stormwater	last of scoop the poop radio ads	\$125.00
<i>SQ BRECK MEDIA GROU - Total For Sewer Stormwater</i>			<i>\$125.00</i>
SQ BRECK MEDIA GROU - ALL DEPARTMENTS			\$125.00

SQ COMPUTER PROFESS

SQ COMPUTER PROFESS	Balefill - Disposal & Landfill	COMPUTER BATTERY BACKUPS	\$349.00
SQ COMPUTER PROFESS - Total For Balefill - Disposal & Landfill			\$349.00
SQ COMPUTER PROFESS	Community Development	Kensington Docking Station - Liz B.	\$43.82
SQ COMPUTER PROFESS - Total For Community Development			\$43.82
SQ COMPUTER PROFESS	Customer Service	HEADSET - BCOYLE	\$316.00
SQ COMPUTER PROFESS - Total For Customer Service			\$316.00
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$14.95
SQ COMPUTER PROFESS	Police Administration	COMPUTER MAINTENANCE,REPAIR & SERVIC	\$33.99
SQ COMPUTER PROFESS - Total For Police Administration			\$48.94
SQ COMPUTER PROFESS	Regional Water Operations	Webcam - Technology Supplies	\$79.99
SQ COMPUTER PROFESS - Total For Regional Water Operations			\$79.99
SQ COMPUTER PROFESS - ALL DEPARTMENTS			\$837.75

SQ EILEEN'S COLOSSA

SQ EILEEN'S COLOSSA	Parks - Parks Maint.	MISCELLANEOUS AND RETAIL STORES	\$53.75
SQ EILEEN'S COLOSSA - Total For Parks - Parks Maint.			\$53.75
SQ EILEEN'S COLOSSA - ALL DEPARTMENTS			\$53.75

SQ HTTP://COWBOYGRA

SQ HTTP://COWBOYGRA	General Fund Revenue	Decals for resale in gift shop	\$533.14
SQ HTTP://COWBOYGRA - Total For General Fund Revenue			\$533.14
SQ HTTP://COWBOYGRA - ALL DEPARTMENTS			\$533.14

SQ MAKE ME A

SQ MAKE ME A	General Fund Revenue	Tshirts for resale in gift shop	\$98.00
SQ MAKE ME A	General Fund Revenue	Tshirts for resale in gift shop	\$355.00
SQ MAKE ME A - Total For General Fund Revenue			\$453.00
SQ MAKE ME A - ALL DEPARTMENTS			\$453.00

SQ THE SILVER SPUR

SQ THE SILVER SPUR	Fire-EMS Training	Meal for two while attending Hazmat Tech cl	\$30.28
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SQ THE SILVER SPUR - Total For Fire-EMS Training	\$30.28
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SQ THE SILVER SPUR - ALL DEPARTMENTS	\$30.28
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STAPLES

STAPLES	Fire-EMS Administration	Office Supplies	\$99.73
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STAPLES	Fire-EMS Administration	Admin Station Suppliles	\$85.94
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STAPLES	Fire-EMS Administration	Office supplies to make books for new recrui	\$157.87
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STAPLES - Total For Fire-EMS Administration	\$343.54
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STAPLES	Police Administration	STATIONARY, OFFICE AND SCHOOL SUPPLY S	\$129.99
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STAPLES - Total For Police Administration	\$129.99
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STAPLES	Regional Water Operations	Monitor, Keyboard, & Mouse Pad - Technolo	\$207.97
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STAPLES - Total For Regional Water Operations	\$207.97
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STAPLES - ALL DEPARTMENTS	\$681.50
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STATE OF WY.

STATE OF WY.	Fire-EMS Training	Background checks on possible new hire/s	\$78.00
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STATE OF WY. - Total For Fire-EMS Training	\$78.00
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STATE OF WY.	Health Insurance Fund	Retiree Subsidy - September 2022	\$3,871.67
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STATE OF WY. - Total For Health Insurance Fund	\$3,871.67
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STATE OF WY.	Water Distribution	Loan #DW015 - Final Payment	\$93,901.81
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STATE OF WY.	Water Distribution	Loan #DW062	\$73,787.91
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STATE OF WY. - Total For Water Distribution	\$167,689.72
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STATE OF WY. - ALL DEPARTMENTS	\$171,639.39
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STERLING

STERLING	Human Resources	Centralized employee backgroun	\$1,304.89
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STERLING - Total For Human Resources	\$1,304.89
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STERLING - ALL DEPARTMENTS	\$1,304.89
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STOTZ EQUIPMENT

STOTZ EQUIPMENT	WWTP Operations	UNIT 660240 MOWER FUEL PUMP	\$35.06
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STOTZ EQUIPMENT - Total For WWTP Operations	\$35.06
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STOTZ EQUIPMENT - ALL DEPARTMENTS	\$35.06
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STRATEGIC GOVERNMENT

STRATEGIC GOVERNMENT	Fire-EMS Training	Marketing & Application Mgmt	\$13,900.00
<i>STRATEGIC GOVERNMENT - Total For Fire-EMS Training</i>			<i>\$13,900.00</i>
STRATEGIC GOVERNMENT - ALL DEPARTMENTS			\$13,900.00

SUTHERLANDS 2219

SUTHERLANDS 2219	Parks - Parks Maint.	Plywood and fasteners fro Slide Removal at	\$91.72
<i>SUTHERLANDS 2219 - Total For Parks - Parks Maint.</i>			<i>\$91.72</i>
SUTHERLANDS 2219	Regional Water Operations	Pressure Sprayer & Spider Killer - Well Field	\$50.97
<i>SUTHERLANDS 2219 - Total For Regional Water Operations</i>			<i>\$50.97</i>
SUTHERLANDS 2219	Streets	Qty 2-----2x6 Boards	\$15.18
<i>SUTHERLANDS 2219 - Total For Streets</i>			<i>\$15.18</i>
SUTHERLANDS 2219	Water Tanks	CY Booster Batteries & Truck Supplies - Boos	\$20.17
<i>SUTHERLANDS 2219 - Total For Water Tanks</i>			<i>\$20.17</i>
SUTHERLANDS 2219 - ALL DEPARTMENTS			\$178.04

SWI, LLC

SWI, LLC	Balefill - Disposal & Landfill	Solid Waste Entrance Gate	\$62,121.92
<i>SWI, LLC - Total For Balefill - Disposal & Landfill</i>			<i>\$62,121.92</i>
SWI, LLC	Risk Management	Repair / Install Fencing	\$1,800.00
<i>SWI, LLC - Total For Risk Management</i>			<i>\$1,800.00</i>
SWI, LLC - ALL DEPARTMENTS			\$63,921.92

TARGET SPECIALTY PRO

TARGET SPECIALTY PRO	Parks - Athletic Maint.	Liquid fertilizer for fertigation system at Nort	\$1,071.48
<i>TARGET SPECIALTY PRO - Total For Parks - Athletic Maint.</i>			<i>\$1,071.48</i>
TARGET SPECIALTY PRO - ALL DEPARTMENTS			\$1,071.48

TEN-E PACKAGING SERV

TEN-E PACKAGING SERV	Balefill - Baler Processing	Baler Bag Testing	\$1,140.00
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TEN-E PACKAGING SERV	Balefill - Baler Processing	Baler Bag Testing	\$1,425.00
<i>TEN-E PACKAGING SERV - Total For Balefill - Baler Processing</i>			<i>\$2,565.00</i>
TEN-E PACKAGING SERV - ALL DEPARTMENTS			\$2,565.00

TETON STEEL CO

TETON STEEL CO	Streets	Cure and sprayer - Valley pan at Aspen & Tal	\$325.00
<i>TETON STEEL CO - Total For Streets</i>			<i>\$325.00</i>
TETON STEEL CO - ALL DEPARTMENTS			\$325.00

THE HOME DEPOT

THE HOME DEPOT	Buildings & Structures Fund	Door repair supplies for Transit Office	\$18.86
THE HOME DEPOT	Buildings & Structures Fund	Supplies to replace sump pump at Ice Arena -	\$36.29
<i>THE HOME DEPOT - Total For Buildings & Structures Fund</i>			<i>\$55.15</i>
THE HOME DEPOT	Fire-EMS Operations	Sawzall and battery	\$398.00
THE HOME DEPOT	Fire-EMS Operations	Station Supplies	\$334.37
<i>THE HOME DEPOT - Total For Fire-EMS Operations</i>			<i>\$732.37</i>
THE HOME DEPOT	Hogadon - Operations	Lift repair	\$39.07
THE HOME DEPOT	Hogadon - Operations	Concrete	\$245.67
THE HOME DEPOT	Hogadon - Operations	Shop tools and supplies	\$138.62
<i>THE HOME DEPOT - Total For Hogadon - Operations</i>			<i>\$423.36</i>
THE HOME DEPOT	Parks - Athletic Maint.	Zip Ties	\$50.78
THE HOME DEPOT	Parks - Athletic Maint.	Floor Jack for Block Building	\$139.00
THE HOME DEPOT	Parks - Athletic Maint.	Weed Eater Blades	\$50.82
THE HOME DEPOT	Parks - Athletic Maint.	Wasp and Hornet Spray	\$20.91
THE HOME DEPOT	Parks - Athletic Maint.	Hula Hoes for infield Weeds	\$111.92
THE HOME DEPOT	Parks - Athletic Maint.	Socket set for John's truck	\$69.97
<i>THE HOME DEPOT - Total For Parks - Athletic Maint.</i>			<i>\$443.40</i>
THE HOME DEPOT	Parks - Parks Maint.	Flowers	\$29.96
THE HOME DEPOT	Parks - Parks Maint.	AB Foam for slide at Washington Park	\$47.16
<i>THE HOME DEPOT - Total For Parks - Parks Maint.</i>			<i>\$77.12</i>
THE HOME DEPOT	Parks - Special Areas	Fall perennials	\$40.90
<i>THE HOME DEPOT - Total For Parks - Special Areas</i>			<i>\$40.90</i>
THE HOME DEPOT	Police Administration	HOME SUPPLY WAREHOUSE STORES	\$96.77
<i>THE HOME DEPOT - Total For Police Administration</i>			<i>\$96.77</i>

THE HOME DEPOT	Regional Water Operations	Window Film - Office Supplies	\$36.42
THE HOME DEPOT	Regional Water Operations	Credit Due to Being Charged Tax for Window	(\$36.42)
THE HOME DEPOT	Regional Water Operations	Window Film - Purchase Without Tax - Office	\$34.69
THE HOME DEPOT	Regional Water Operations	Hose Reel for Actiflo - Machinery Supplies	\$129.00
<i>THE HOME DEPOT - Total For Regional Water Operations</i>			<i>\$163.69</i>
THE HOME DEPOT	Water Distribution	TIE STRAP FOR TRENCH BOX/OTHER MATERI	\$39.96
<i>THE HOME DEPOT - Total For Water Distribution</i>			<i>\$39.96</i>
THE HOME DEPOT - ALL DEPARTMENTS			\$2,072.72

THE INTERNATIONAL SO

THE INTERNATIONAL SO	Fire-EMS Training	Reservation Fee for ISFSI NFPA1700 Class	\$50.00
<i>THE INTERNATIONAL SO - Total For Fire-EMS Training</i>			<i>\$50.00</i>
THE INTERNATIONAL SO - ALL DEPARTMENTS			\$50.00

THE OFFICE SHOP, INC

THE OFFICE SHOP, INC	Fire-EMS Administration	July maintenance fee for admin copier	\$70.12
<i>THE OFFICE SHOP, INC - Total For Fire-EMS Administration</i>			<i>\$70.12</i>
THE OFFICE SHOP, INC - ALL DEPARTMENTS			\$70.12

THE WASH LLC

THE WASH LLC	Police Administration	Car wash	\$13.82
<i>THE WASH LLC - Total For Police Administration</i>			<i>\$13.82</i>
THE WASH LLC - ALL DEPARTMENTS			\$13.82

THIRTY THREE MILE RO

THIRTY THREE MILE RO	Sewer Wastewater Collection Monthly water charge - July-August 2022		\$82.96
<i>THIRTY THREE MILE RO - Total For Sewer Wastewater Collection</i>			<i>\$82.96</i>
THIRTY THREE MILE RO - ALL DEPARTMENTS			\$82.96

TIM DACH

TIM DACH	Capital Projects Fund	Installation of rollup door	\$600.00
<i>TIM DACH - Total For Capital Projects Fund</i>			<i>\$600.00</i>

TIM DACH - ALL DEPARTMENTS	\$600.00
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TLF KEEFES FLOWERS

TLF KEEFES FLOWERS	Police Administration	FLORISTS	\$96.99
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<i>TLF KEEFES FLOWERS - Total For Police Administration</i>			<i>\$96.99</i>
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TLF KEEFES FLOWERS - ALL DEPARTMENTS	\$96.99
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TMOBILE LAW RELATION

TMOBILE LAW RELATION	Police Investigations	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$50.00
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TMOBILE LAW RELATION	Police Investigations	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$25.00
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TMOBILE LAW RELATION	Police Investigations	TELECOMMUNICATION SERV.INCLUD. LOCAL	\$25.00
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<i>TMOBILE LAW RELATION - Total For Police Investigations</i>			<i>\$100.00</i>
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TMOBILE LAW RELATION - ALL DEPARTMENTS	\$100.00
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TOMAHAWK LIVE TRAP

TOMAHAWK LIVE TRAP	Metro Animal Control	SPORTING GOODS STORES	\$304.09
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<i>TOMAHAWK LIVE TRAP - Total For Metro Animal Control</i>			<i>\$304.09</i>
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TOMAHAWK LIVE TRAP - ALL DEPARTMENTS	\$304.09
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TOP OFFICE PRODUCTS

TOP OFFICE PRODUCTS	City Attorney	Copy charge - August 2022	\$185.24
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<i>TOP OFFICE PRODUCTS - Total For City Attorney</i>			<i>\$185.24</i>
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TOP OFFICE PRODUCTS	Fleet Maintenance Fund	Copy Charge - August 2022	\$66.65
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<i>TOP OFFICE PRODUCTS - Total For Fleet Maintenance Fund</i>			<i>\$66.65</i>
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TOP OFFICE PRODUCTS	Municipal Court	Copy charge - August 2022	\$46.82
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<i>TOP OFFICE PRODUCTS - Total For Municipal Court</i>			<i>\$46.82</i>
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TOP OFFICE PRODUCTS	Parks - Parks Maint.	Copy Charge - August 2022	\$66.65
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<i>TOP OFFICE PRODUCTS - Total For Parks - Parks Maint.</i>			<i>\$66.65</i>
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TOP OFFICE PRODUCTS	Streets	Copy Charge - August 2022	\$66.65
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<i>TOP OFFICE PRODUCTS - Total For Streets</i>			<i>\$66.65</i>
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TOP OFFICE PRODUCTS - ALL DEPARTMENTS	\$432.01
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TRACTOR SUPPLY CO

TRACTOR SUPPLY CO	Regional Water Operations	Chemical Tote & A Rake - Small Tools & Supp	\$454.98
TRACTOR SUPPLY CO - Total For Regional Water Operations			\$454.98
TRACTOR SUPPLY CO - ALL DEPARTMENTS			\$454.98

TRANSUNION RISK AND

TRANSUNION RISK AND	Police Administration	Acct ID# 220805	\$185.40
TRANSUNION RISK AND - Total For Police Administration			\$185.40
TRANSUNION RISK AND - ALL DEPARTMENTS			\$185.40

TRI STATE OIL RECLAI

TRI STATE OIL RECLAI	Balefill - Diversion & Special	Antifreeze recycling	\$447.00
TRI STATE OIL RECLAI - Total For Balefill - Diversion & Special			\$447.00
TRI STATE OIL RECLAI - ALL DEPARTMENTS			\$447.00

TRUE FITNESS TECHNOL

TRUE FITNESS TECHNOL	Buildings & Structures Fund	Fitness equipment repair supplies for Rec Ce	\$218.06
TRUE FITNESS TECHNOL - Total For Buildings & Structures Fund			\$218.06
TRUE FITNESS TECHNOL - ALL DEPARTMENTS			\$218.06

TST BRICKHOUSE FOOD

TST BRICKHOUSE FOOD	Fire-EMS Training	Meal for three while traveling to inspect new	\$71.63
TST BRICKHOUSE FOOD - Total For Fire-EMS Training			\$71.63
TST BRICKHOUSE FOOD - ALL DEPARTMENTS			\$71.63

TST Frackletons

TST Frackletons	Fire-EMS Training	Meal for two while attending Hazmat Tech	\$43.59
TST Frackletons	Fire-EMS Training	Food for two people attending a Hazmat Tec	\$34.39
TST Frackletons - Total For Fire-EMS Training			\$77.98
TST Frackletons - ALL DEPARTMENTS			\$77.98

TST PO NEWS

TST PO NEWS	Fire-EMS Training	Meal for two people attending Hazmat Tech	\$26.85
<i>TST PO NEWS - Total For Fire-EMS Training</i>			<i>\$26.85</i>
TST PO NEWS - ALL DEPARTMENTS			\$26.85

TST WYOMING RIB

TST WYOMING RIB	City Manager	Lunch meeting during interviews	\$87.15
<i>TST WYOMING RIB - Total For City Manager</i>			<i>\$87.15</i>
TST WYOMING RIB - ALL DEPARTMENTS			\$87.15

TV EYES, INC.

TV EYES, INC.	Police Administration	BUSINESS SERVICES NOT ELSEWHERE CLASSI	\$2,400.00
<i>TV EYES, INC. - Total For Police Administration</i>			<i>\$2,400.00</i>
TV EYES, INC. - ALL DEPARTMENTS			\$2,400.00

TXST ALERRT

TXST ALERRT	Police Career Services	COLLEGES, UNIVERSITIES, PROFESSIONAL SC	\$1,600.00
<i>TXST ALERRT - Total For Police Career Services</i>			<i>\$1,600.00</i>
TXST ALERRT - ALL DEPARTMENTS			\$1,600.00

ULINE SHIP SUPPLIE

ULINE SHIP SUPPLIE	Golf - Operations	Shop Supplies	\$411.00
ULINE SHIP SUPPLIE	Golf - Operations	Shop Supplies	\$213.13
<i>ULINE SHIP SUPPLIE - Total For Golf - Operations</i>			<i>\$624.13</i>
ULINE SHIP SUPPLIE - ALL DEPARTMENTS			\$624.13

UNIFORMS 2 GEAR

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$10.83
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$16.00
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$231.78
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$309.04

UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$1,609.28
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$15.00
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$5.43
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$65.85
UNIFORMS 2 GEAR	Police Career Services	Uniform supplies	\$2,549.58
<i>UNIFORMS 2 GEAR - Total For Police Career Services</i>			<i>\$4,812.79</i>
UNIFORMS 2 GEAR - ALL DEPARTMENTS			\$4,812.79

UNITED 0161599254

UNITED 0161599254	Fire-EMS Training	Baggage fee for trip for final inspection of ap	\$35.00
<i>UNITED 0161599254 - Total For Fire-EMS Training</i>			<i>\$35.00</i>
UNITED 0161599254 - ALL DEPARTMENTS			\$35.00

UNITED 0162427408

UNITED 0162427408	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$948.20
UNITED 0162427408	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$948.20
UNITED 0162427408	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$948.20
<i>UNITED 0162427408 - Total For Fire-EMS Training</i>			<i>\$2,844.60</i>
UNITED 0162427408 - ALL DEPARTMENTS			\$2,844.60

UNITED 0162430743

UNITED 0162430743	Police Career Services	UNITED AIRLINES	\$854.20
UNITED 0162430743	Police Career Services	UNITED AIRLINES	\$854.20
UNITED 0162430743	Police Career Services	UNITED AIRLINES	\$75.90
UNITED 0162430743	Police Career Services	UNITED AIRLINES	\$854.20
<i>UNITED 0162430743 - Total For Police Career Services</i>			<i>\$2,638.50</i>
UNITED 0162430743 - ALL DEPARTMENTS			\$2,638.50

UNITED 0169997254

UNITED 0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00
UNITED 0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00
UNITED 0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00
UNITED 0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00

UNITED	0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00
UNITED	0169997254	Fire-EMS Training	Airline ticket for three CFD member so inspe	\$23.00
<i>UNITED 0169997254 - Total For Fire-EMS Training</i>				<i>\$138.00</i>
UNITED 0169997254 - ALL DEPARTMENTS				\$138.00

UNITED 0169999902

UNITED	0169999902	Fire-EMS Training	Luggage fee while traveling to inspect new e	\$35.00
<i>UNITED 0169999902 - Total For Fire-EMS Training</i>				<i>\$35.00</i>
UNITED 0169999902 - ALL DEPARTMENTS				\$35.00

USPS PO 5715580945

USPS PO 5715580945	Risk Management	1 letter package sent, with tracking	\$8.15
USPS PO 5715580945 - Total For Risk Management			\$8.15
USPS PO 5715580945 - ALL DEPARTMENTS			\$8.15

VERIZON WIRELESS

VERIZON WIRELESS	Parks - Parks Maint.	Acct #342080735-00001	\$469.79
VERIZON WIRELESS - Total For Parks - Parks Maint.			\$469.79
VERIZON WIRELESS	Streets	Acct #242152162-00001	\$66.66
VERIZON WIRELESS - Total For Streets			\$66.66
VERIZON WIRELESS - ALL DEPARTMENTS			\$536.45

W/S HOLDING #1 LLC

W/S HOLDING #1 LLC	Water Revenue and Transfers	\$1,068.51
W/S HOLDING #1 LLC - Total For Water Revenue and Transfers		\$1,068.51
W/S HOLDING #1 LLC - ALL DEPARTMENTS		\$1,068.51

WAGNERS OUTDOOR OUTF

WAGNERS OUTDOOR OUTF	Streets	Propane for August 2022	\$13.88
WAGNERS OUTDOOR OUTF - Total For Streets			\$13.88
WAGNERS OUTDOOR OUTF - ALL DEPARTMENTS			\$13.88

WAL-MART #1617

WAL-MART #1617	Fire-EMS Operations	Uniforms for recruits to attend FF academy i	\$446.36
WAL-MART #1617	Fire-EMS Operations	Station Supplies	\$6.48
WAL-MART #1617 - Total For Fire-EMS Operations			\$452.84
WAL-MART #1617	Fire-EMS Training	Computer equipment for St. 1 training room	\$44.20
WAL-MART #1617 - Total For Fire-EMS Training			\$44.20
WAL-MART #1617	Metro Animal Control	GROCERY STORES, SUPERMARKETS	\$45.96
WAL-MART #1617 - Total For Metro Animal Control			\$45.96
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$49.92
WAL-MART #1617	Metro Animal Shelter	GROCERY STORES, SUPERMARKETS	\$132.80
WAL-MART #1617 - Total For Metro Animal Shelter			\$182.72
WAL-MART #1617	Rec Center - Classes	Summer Camp Activity supplies; popcorn, slu	\$47.98
WAL-MART #1617 - Total For Rec Center - Classes			\$47.98
WAL-MART #1617 - ALL DEPARTMENTS			\$773.70

WAL-MART #3778

WAL-MART #3778	Police Administration	GROCERY STORES, SUPERMARKETS	\$38.93
WAL-MART #3778 - Total For Police Administration			\$38.93
WAL-MART #3778	Water Distribution	BUILDING SUPPLIES	\$66.60
WAL-MART #3778 - Total For Water Distribution			\$66.60
WAL-MART #3778 - ALL DEPARTMENTS			\$105.53

WALZ, MERRILYN

WALZ, MERRILYN	Water Revenue and Transfers		\$21.30
WALZ, MERRILYN - Total For Water Revenue and Transfers			\$21.30
WALZ, MERRILYN - ALL DEPARTMENTS			\$21.30

WARDWELL WATER & SEW

WARDWELL WATER & SEW	RWS - Booster Stations	Monthly water charge	\$157.03
WARDWELL WATER & SEW - Total For RWS - Booster Stations			\$157.03
WARDWELL WATER & SEW - ALL DEPARTMENTS			\$157.03

WAYNE COLEMAN CONSTR

WAYNE COLEMAN CONSTR	Capital Projects Fund	Contract Withholding: 22300215	\$2,431.85
WAYNE COLEMAN CONSTR - Total For Capital Projects Fund			\$2,431.85
WAYNE COLEMAN CONSTR	Sewer Fund	Contract Withholding: 22300215	\$1,350.00
WAYNE COLEMAN CONSTR - Total For Sewer Fund			\$1,350.00
WAYNE COLEMAN CONSTR - ALL DEPARTMENTS			\$3,781.85

WCC RESTORATION

WCC RESTORATION	Risk Management	Fire restoration @ Washington Park Restroo	\$7,089.44
WCC RESTORATION	Risk Management	Hazardous Waste/Mold Cleaning & Carpet Cl	\$750.00
WCC RESTORATION - Total For Risk Management			\$7,839.44
WCC RESTORATION - ALL DEPARTMENTS			\$7,839.44

WEAR PARTS INC

WEAR PARTS INC	Traffic Control	Washers for sign repair	\$102.96
WEAR PARTS INC	Traffic Control	Bolts for visor repair at 12th & Wolcott	\$7.80
WEAR PARTS INC - Total For Traffic Control			\$110.76
WEAR PARTS INC	WWTP Operations	SWAM & LAMSON BLOWER FILTERS	\$190.50
WEAR PARTS INC	WWTP Operations	Nuts & bolts	\$190.56
WEAR PARTS INC - Total For WWTP Operations			\$381.06
WEAR PARTS INC - ALL DEPARTMENTS			\$491.82

Wear Parts, Inc.

Wear Parts, Inc.	Refuse - Recycling	Nuts & bolts	\$88.95
Wear Parts, Inc. - Total For Refuse - Recycling			\$88.95
Wear Parts, Inc. - ALL DEPARTMENTS			\$88.95

WEATHERBY PARENT

WEATHERBY PARENT	Police Administration	Track Invstgtn Systm Srvc Pkg 10/15/22 to 1	\$5,207.00
WEATHERBY PARENT - Total For Police Administration			\$5,207.00
WEATHERBY PARENT - ALL DEPARTMENTS			\$5,207.00

WEST PLAINS ENGINEER

WEST PLAINS ENGINEER	Balefill - Disposal & Landfill	Solid Waste Thermal and Electr	\$2,000.00
<i>WEST PLAINS ENGINEER - Total For Balefill - Disposal & Landfill</i>			<i>\$2,000.00</i>
WEST PLAINS ENGINEER - ALL DEPARTMENTS			\$2,000.00

WEST PUBLISHING CORP

WEST PUBLISHING CORP	City Attorney	Library Plan Charges	\$144.68
WEST PUBLISHING CORP	City Attorney	Online/Software Subscription Charges	\$848.74
<i>WEST PUBLISHING CORP - Total For City Attorney</i>			<i>\$993.42</i>
WEST PUBLISHING CORP - ALL DEPARTMENTS			\$993.42

WESTERN RADIATOR INC

WESTERN RADIATOR INC	Fleet Maintenance Fund	REPAIR RADIATOR 82240	\$160.00
<i>WESTERN RADIATOR INC - Total For Fleet Maintenance Fund</i>			<i>\$160.00</i>
WESTERN RADIATOR INC - ALL DEPARTMENTS			\$160.00

WESTERN RESEARCH & D

WESTERN RESEARCH & D	Metropolitan Planning Org	Bar Nunn Streetscape Plan FY22	\$4,505.62
<i>WESTERN RESEARCH & D - Total For Metropolitan Planning Org</i>			<i>\$4,505.62</i>
WESTERN RESEARCH & D - ALL DEPARTMENTS			\$4,505.62

WESTLAND PARK-RED BU

WESTLAND PARK-RED BU	Sewer Fund	Retail sewer revenue/Wholesale sewer/Adm	(\$393.10)
WESTLAND PARK-RED BU	Sewer Fund	Retail sewer revenue/Wholesale sewer/Adm	\$3,931.00
<i>WESTLAND PARK-RED BU - Total For Sewer Fund</i>			<i>\$3,537.90</i>
WESTLAND PARK-RED BU	WWTP Revenue and Transfer	Retail sewer revenue/Wholesale sewer/Adm	(\$1,855.84)
<i>WESTLAND PARK-RED BU - Total For WWTP Revenue and Transfers</i>			<i>(\$1,855.84)</i>
WESTLAND PARK-RED BU - ALL DEPARTMENTS			\$1,682.06

WLC ENGINEERING - SU

WLC ENGINEERING - SU	Capital Projects Fund	EngCA for Industrial Ave Elm t	\$7,627.95
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WLC ENGINEERING - SU - Total For Capital Projects Fund	\$7,627.95
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WLC ENGINEERING - SU - ALL DEPARTMENTS	\$7,627.95
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WM SUPERCENTER

WM SUPERCENTER	Fire-EMS Administration	Office Supplies	\$34.81
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WM SUPERCENTER - Total For Fire-EMS Administration	\$34.81
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WM SUPERCENTER	Ice Arena - Concessions	CONCESSION - Butter	\$53.30
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WM SUPERCENTER - Total For Ice Arena - Concessions	\$53.30
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WM SUPERCENTER - ALL DEPARTMENTS	\$88.11
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WPSG, INC.

WPSG, INC.	Fire-EMS Operations	Witmer Public Safety - Helmet Fonts	\$139.94
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WPSG, INC.	Fire-EMS Operations	The fire store - Helmet fonts	\$206.80
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WPSG, INC. - Total For Fire-EMS Operations	\$346.74
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WPSG, INC. - ALL DEPARTMENTS	\$346.74
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WPY Visit Cheyenne

WPY Visit Cheyenne	Risk Management	Training & Travel to Cheyenne for Workforce	\$160.00
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WPY Visit Cheyenne - Total For Risk Management	\$160.00
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WPY Visit Cheyenne - ALL DEPARTMENTS	\$160.00
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WWP DBA- TRUGREEN

WWP DBA- TRUGREEN	Balefill - Disposal & Landfill	LANDSCAPING	\$307.84
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WWP DBA- TRUGREEN - Total For Balefill - Disposal & Landfill	\$307.84
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WWP DBA- TRUGREEN - ALL DEPARTMENTS	\$307.84
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WY CHILD SUPPORT CON

WY CHILD SUPPORT CON	Police Federal Grants	COURT COSTS INCLUDING ALIMONY AND CH	\$1.50
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WY CHILD SUPPORT CON - Total For Police Federal Grants	\$1.50
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WY CHILD SUPPORT CON - ALL DEPARTMENTS	\$1.50
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WY. MACHINERY CO.

WY. MACHINERY CO.	Balefill - Disposal & Landfill	Equipment repair	\$6,842.18
WY. MACHINERY CO. - Total For Balefill - Disposal & Landfill			\$6,842.18
WY. MACHINERY CO.	Refuse - Recycling	Equipment rental	\$1,256.25
WY. MACHINERY CO. - Total For Refuse - Recycling			\$1,256.25
WY. MACHINERY CO. - ALL DEPARTMENTS			\$8,098.43

WYOMING LOW VOLTAGE

WYOMING LOW VOLTAGE	Risk Management	Main Network Rack installation Ford Wyomi	\$225.00
WYOMING LOW VOLTAGE - Total For Risk Management			\$225.00
WYOMING LOW VOLTAGE - ALL DEPARTMENTS			\$225.00

WYOMING PLANT COMPAN

WYOMING PLANT COMPAN	Parks - Urban Forestry	Trees, planting fee, potting soil, etc	\$709.96
WYOMING PLANT COMPAN - Total For Parks - Urban Forestry			\$709.96
WYOMING PLANT COMPAN	Risk Management	Tree removal / replacement	\$396.98
WYOMING PLANT COMPAN - Total For Risk Management			\$396.98
WYOMING PLANT COMPAN - ALL DEPARTMENTS			\$1,106.94

WYOMING REC & PARKS

WYOMING REC & PARKS	Aquatics - Operations	Training Conference WRPA	\$225.00
WYOMING REC & PARKS - Total For Aquatics - Operations			\$225.00
WYOMING REC & PARKS	Rec Center - Admin	Training Conference WRPA	\$225.00
WYOMING REC & PARKS - Total For Rec Center - Admin			\$225.00
WYOMING REC & PARKS	Rec Center - Operations	Training Conference WRPA	\$225.00
WYOMING REC & PARKS - Total For Rec Center - Operations			\$225.00
WYOMING REC & PARKS	Rec Center - Sports Programs	WRPA	\$225.00
WYOMING REC & PARKS	Rec Center - Sports Programs	WRPA Credit	(\$225.00)
WYOMING REC & PARKS - Total For Rec Center - Sports Programs			\$0.00
WYOMING REC & PARKS - ALL DEPARTMENTS			\$675.00

WYOMING STATE GOLF A

WYOMING STATE GOLF A	Golf - Operations	GHIN Active Membership	\$360.00
<i>WYOMING STATE GOLF A - Total For Golf - Operations</i>			<i>\$360.00</i>
WYOMING STATE GOLF A - ALL DEPARTMENTS			\$360.00

WYOMING STEEL & RECY

WYOMING STEEL & RECY	Parks - Parks Maint.	Metal	\$474.10
<i>WYOMING STEEL & RECY - Total For Parks - Parks Maint.</i>			<i>\$474.10</i>
WYOMING STEEL & RECY - ALL DEPARTMENTS			\$474.10

XYLEM WATER SOLUTION

XYLEM WATER SOLUTION	WWTP Operations	Aeration basin membranes	\$540.00
XYLEM WATER SOLUTION	WWTP Operations	Aeration basin membranes	\$7,969.00
<i>XYLEM WATER SOLUTION - Total For WWTP Operations</i>			<i>\$8,509.00</i>
XYLEM WATER SOLUTION - ALL DEPARTMENTS			\$8,509.00

CITYWIDE BILLS AND CLAIMS TOTAL \$4,142,559.55

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
09/20/22

Additional Accounts Payable

09/01/22

Prewrits - Travel Reimbursements, Sales Tax & Payroll Vendors

Mike Dolbare - Travel reimbursement	91.00
Travis Gaines - Travel reimbursement	91.00
Cole Moser - Travel reimbursement	91.00
Ryan Brownell - Travel reimbursement	324.50
Courtney Brakenrich - Travel reimbursement	82.87
Leonard Jacobs - Travel reimbursement	26.01
First Interstate Bank - Petty Cash (Community Development)	187.79
	<hr/>
	894.17

09/08/22

Prewrits - Travel Reimbursements, Employee Reimbursement, Sales Tax & Payroll Vendor

Philip Moya - Travel reimbursement	460.81
Becky Nelson - Reimbursement	7.99
Jeff Broneck - Travel reimbursement	352.00
First Interstate Bank - Petty Cash (Community Development)	314.95
State of Wyo - Dept. of Revenue - Sales tax	2,673.19
Wyo Dept of Workforce Services	70,771.60
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	74,580.54

Total Additional AP	<u><u>\$ 75,474.71</u></u>
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September 13, 2022

MEMO TO: J. Carter Napier, City Manager *JCN*
FROM: Fleur Tremel, Assistant to the City Manager/City Clerk *FT*
Carla Mills-Laatsch, Licensing Specialist *CLMS*
SUBJECT: Establish October 4, 2022 as the Public Hearing Date for a New Restaurant
Liquor License No. 48 for Blues Gypsy, LLC, d/b/a the Bluebird at the
Cheese Barrel, Located at 544 South Center.

Meeting Type & Date
Regular Council Meeting
September 20, 2022

Action type
Establish Public Hearing
Minute Action

Recommendation
That Council, by minute action, establish October 4, 2022 as the Public Hearing date for a new restaurant liquor license No. 48 for Blues Gypsy, LLC, d/b/a The Bluebird at the Cheese Barrel, located at 544 South Center.

Summary
An application has been received requesting a new restaurant liquor license No. 48 for Blues Gypsy, LLC, d/b/a The Bluebird at the Cheese Barrel, located at 544 South Center.

In 2021, the Wyoming Liquor Laws regarding restaurants were amended. Restaurant liquor licenses now must have a dispensing area rather than a dispensing room. City Council will now approve a dispensing “area”, and the area will be age restricted to individuals 18 and over. No consumption can take place in this area.

The main requirement now is that meals must be prepared and served for on premises consumption. Previously, the service of “only fry orders” or sandwiches and hamburgers did not qualify an establishment as a restaurant. Blues Gypsy, LLC plans to serve breakfast and brunch items, beer, wine, Bloody Marys and mimosas. If approved, this license will be active immediately.

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

The City of Casper will receive the prorated license fee, totaling \$726 in revenue.


Oversight/Project Responsibility

Carla Mills-Laatsch, Licensing Specialist

Attachments

None

September 12, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director

SUBJECT: Public hearing for consideration of an Ordinance approving a partial plat vacation, replat, vacation of public parkland and a zone change for the North Platte River Park No. 2 Subdivision

Meeting Type & Date:

Regular Council Meeting, September 20, 2022

Action Type:

First reading of an ordinance, and public hearing.

Recommendation:

That Council, by ordinance approve a partial plat vacation, replat, vacation of public parkland and a zone change for the North Platte River Park No. 2 Subdivision.

Summary:

In January of 2022 the City Council cancelled the first reading on an ordinance proposing a replat and zone change creating the North Platte River Park No. 2 subdivision (*Planning Case #'s SUB-96-2021 & ZOC-97-2021*), pending the completion of an Expansion Study for the Ford Wyoming Center. Council's desire at that time was that by delaying the approval of the subdivision/zoning, it would be possible to incorporate any potential recommendations that the Study provided about zoning and land use needs in the area around the Events Center. Council held a work session discussion on July 26, 2022 to provide staff with direction, in the context of the DRAFT Expansion study, as recently presented to Council.

Background

The City of Casper, as property owner, applied for a vacation and replat creating a new, 185-acre subdivision, to be known as North Platte River Park No. 2. The subject area is located generally east of Interstate 25 and north of the Historic Trails Center. The Planning and Zoning Commission voted to support the plat and zoning creating the subdivision after a public hearing held on November 21, 2021. After completing required public/legal notices, there was no public interest expressed to staff about the project, and no public comments were submitted.

The 185-acre subject property was acquired by the City of Casper in the late 1970's as part of the 1,095-acre North Platte River Park Addition. The North Platte River Park subdivision encompasses the Events Center, the shooting range, the air modeler's facility, the race track, and equestrian area, and a large expanse of currently vacant/unused land. The proposed North Platte River Park No. 2 subdivision proposes to carve off the area located generally along the Interstate

corridor to create three (3) new lots. Two (2) of the lots would be developable, and the third lot is the current location of the Ford Wyoming Center, which is being included solely for the purpose of creating a clean legal description for the property for lease purposes.

A companion item to the subdivision requests a vacation (as public parkland) and a zone change of the two (2) developable lots (Lots 1 & 2). To be clear, proposed Lot 3 (Ford Wyoming Center) is not proposed to be rezoned, and will remain to be zoned as PH (Park Historic). The impetus for the requested zone change was to transition underutilized, unused, excess City property into productive, private use through the creation of an industrial park. In that the area is currently zoned PH (Park Historic), it must be vacated as public parkland pursuant to State law, prior to, or concurrent with, rezoning. W.S. 15-1-103(a)(xii) allows for the vacation of public parkland provided a couple of conditions are met. First, the City must have owned the property for a minimum of ten (10) years, and secondly, the property cannot have been developed or used as a public park. The area in question meets both criteria. The initial recommendation on rezoning was as follows:

- Lot 1 (29-acres) - M-2 (General Industrial);
- Lot 2 (74-acres) – M-1 (Limited Industrial);

When reviewing zone changes, the first step is always to review the guidance provided by the Comprehensive Land Use Plan (Generation Casper). In that the concept of developing this area as an industrial park was not yet envisioned in 2017, the Generation Casper Comprehensive Land Use Plan provides very little guidance. Although the Plan doesn't provide direct support for the development of the area, that fact doesn't automatically preclude development. Best practice dictates that in the absence of Comprehensive Land Use Plan direction, staff, the Planning and Zoning Commission, and the City Council should use the overarching principles espoused by the Plan to inform their decision making. Fortunately, there are at least a couple of references in the Plan that suggest favorable consideration. See immediately below:

- Pg 3-7 – Industrial and business uses should be encouraged within the UGB to provide adequate services to the city and provide local jobs and sales tax revenue.
- Pg 3-21 – EC5-2 Redevelopment: Target infrastructure investments toward identified redevelopment areas based on community demand for various types of commercial and industrial space. Redevelopment areas should be given priority over new development.

To put the proposal in context, it is helpful to understand that at the time that the development of the area as an industrial park was initially conceptualized, the City had been approached by multiple, out-of-town companies that expressed a desire to move their businesses to Casper, but were having a difficult time finding suitable properties. The businesses expressed a desire for oversized/large, centrally-located, industrially-zoned sites, in proximity to the Interstate. Although they had been shown industrial sites in the County, and in adjacent communities, the

businesses expressed that their primary desire was to be in a highly visible location, close to the Casper city center, in an industrial area with abnormally large setbacks from adjacent businesses. The subject area was of interest to the businesses, and the City commenced the process of converting the unused “park” property to developable parcels by hiring a surveyor to create the parcels. In addition to addressing a deficiency in available large-lot, industrial land in the Casper City limits, staff’s recommendation for zoning the area as M-1 and M-2 was intentional, as to not compete with the available, private-sector, commercially-zoned areas. In that the City has the ability to creatively structure land deals for “economic development” projects, in ways that are not available to the private sector, the creation of 185-acres of commercial land, when there is adequate private-sector commercial land available, may be seen as creating an unfair development environment.

Unfortunately, the DRAFT expansion study does not provide much guidance or any recommendations on complimentary land uses within the subject 185-acre area that might benefit the Ford Wyoming Center. The proposal to subdivide and rezone the area at this point should be seen as step #1 in a multifaceted development process. The City Council provided direction to staff to seek estimated costs for the creation of a simple master plan for the area. Staff contacted four (4) engineering/planning firms, and three (3) of the firms expressed an interest in the project and agreed to provide cost estimates. At the time that this memo was completed, staff had received cost estimates (attached) from two (2) of the three (3) companies. When staff receives the third cost estimate, it will be provided to the City Council.

Reference Information

The following are listed as permitted uses under M-1 (Limited Industrial) zoning:

1. Animal shelters, treatment centers, animal clinics, and animal boarding centers;
2. Assembly of devices or instruments, or packaging of products from previously prepared materials;
3. Automobile and vehicular sales and/or repair;
4. Automobile and vehicular service stations and public garages;
5. Automobile wrecker services;
6. Bed and breakfast;
7. Bed and breakfast homestay;
8. Bed and breakfast inn;
9. Bottling factories or plants;
10. Builders' supply yards;
11. Bulk plants with underground/above ground storage;
12. Commercial processing dairies and creameries, including depots (excluding dairy farms);
13. Commercial greenhouses and nurseries;
14. Commercial kennels;
15. Commercial laundries;

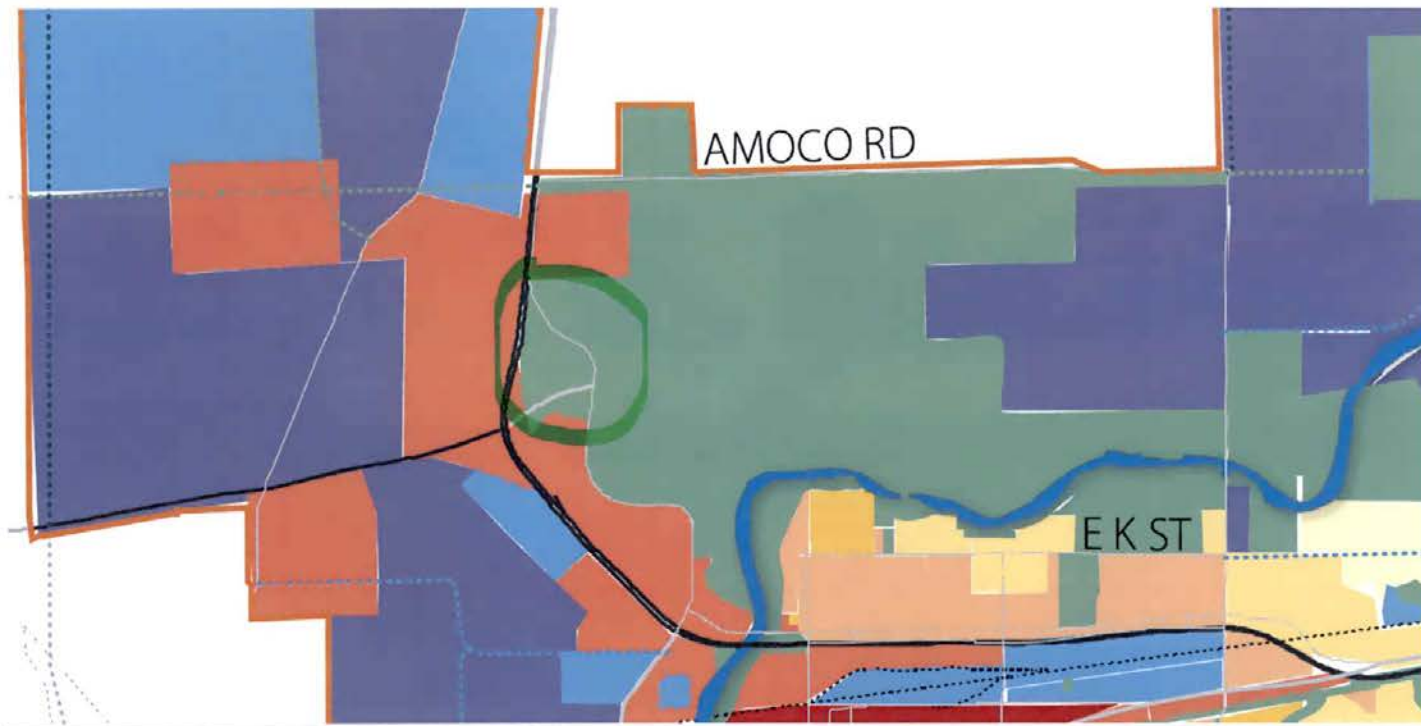
16. Convenience establishments;
17. Day-care, adult;
18. Child care center;
19. Family child care center - zoning review;
20. Experimental or testing laboratories and research facilities;
21. Fabrication plants (steel or wood);
22. Farm implement sales and services;
23. Frozen food lockers;
24. Grocery stores;
25. Manufactured home (mobile) sales and service;
26. Manufacturing, assembly, or packing of products from previously prepared materials;
27. Manufacturing of devices or instruments;
28. Manufacturing and processing of food or food products;
29. Motels and hotels;
30. Offices, general and professional;
31. Open sales lots;
32. Pet supplies;
33. Parks, playgrounds, historical sites, and other similar recreational facilities;
34. Pawnshops;
35. Personal service shops;
36. Plumbing, welding, electrical supply, and service shops;
37. Printing and newspaper houses;
38. Public utilities and public service installations, including repair and storage facilities;
39. Recycling businesses;
40. Restaurant, cafes, and coffee shops;
41. Retail businesses;
42. Transportation depots;
43. Veterinary clinics with boarding outside pens;
44. Warehouses, including both indoor and outdoor storage.
45. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code;
46. Neighborhood assembly uses;
47. Regional assembly uses;
48. Custodial care facility;
49. Branch community facilities;
50. Neighborhood grocery;
51. Church.
















The following are listed as permitted uses under M-2 (General Industrial) zoning:

- A. All uses permitted in the M-1 district;
- B. Asphalt (hot mix) plants;

- C. Concrete plants;
- D. Gypsum manufacturing;
- E. Helistops, airports, heliports, or aircraft landing fields;
- F. Large equipment sales and repair;
- G. Manufacture and storage of explosives;
- H. Refineries;
- I. Rock quarrying and crushing;
- J. Warehouses, indoor and outdoor storage, and retail sales.
- K. Sexually oriented businesses, pursuant to all regulations set forth in Section 9.24.110 of the municipal code.

Generation Casper Comprehensive Land Use Plan
Map 4-4 - Future Land Use Map
(Subject Area circled)



 Neighborhood 1	 Urban Growth Boundary
 Neighborhood 2	 North Platte River
 Neighborhood 3	 Railroad
 Neighborhood Centers	 Proposed Principal Arterials
 Community Centers	 Proposed Minor Arterials
 Employment Mixed Use	 Proposed Collector Roads
 Employment Centers	
 Urban Center	
 Parks + Open Space	

Financial Considerations:

Not applicable

Oversight/Project Responsibility:

Community Development Department – Planning Division

Attachments:

Location Map/Aerial

Location Map/Zoning

Plat

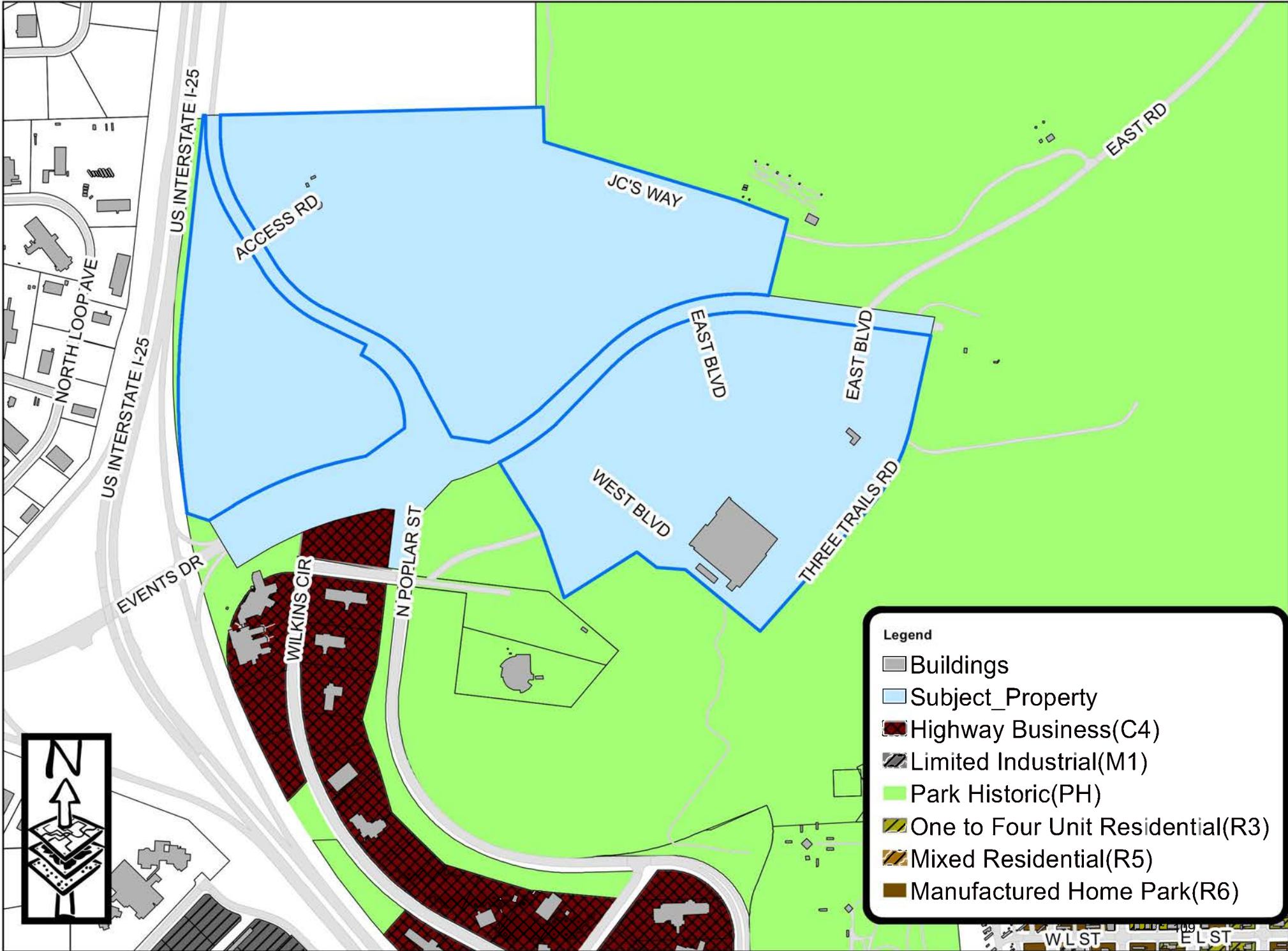
Ordinance

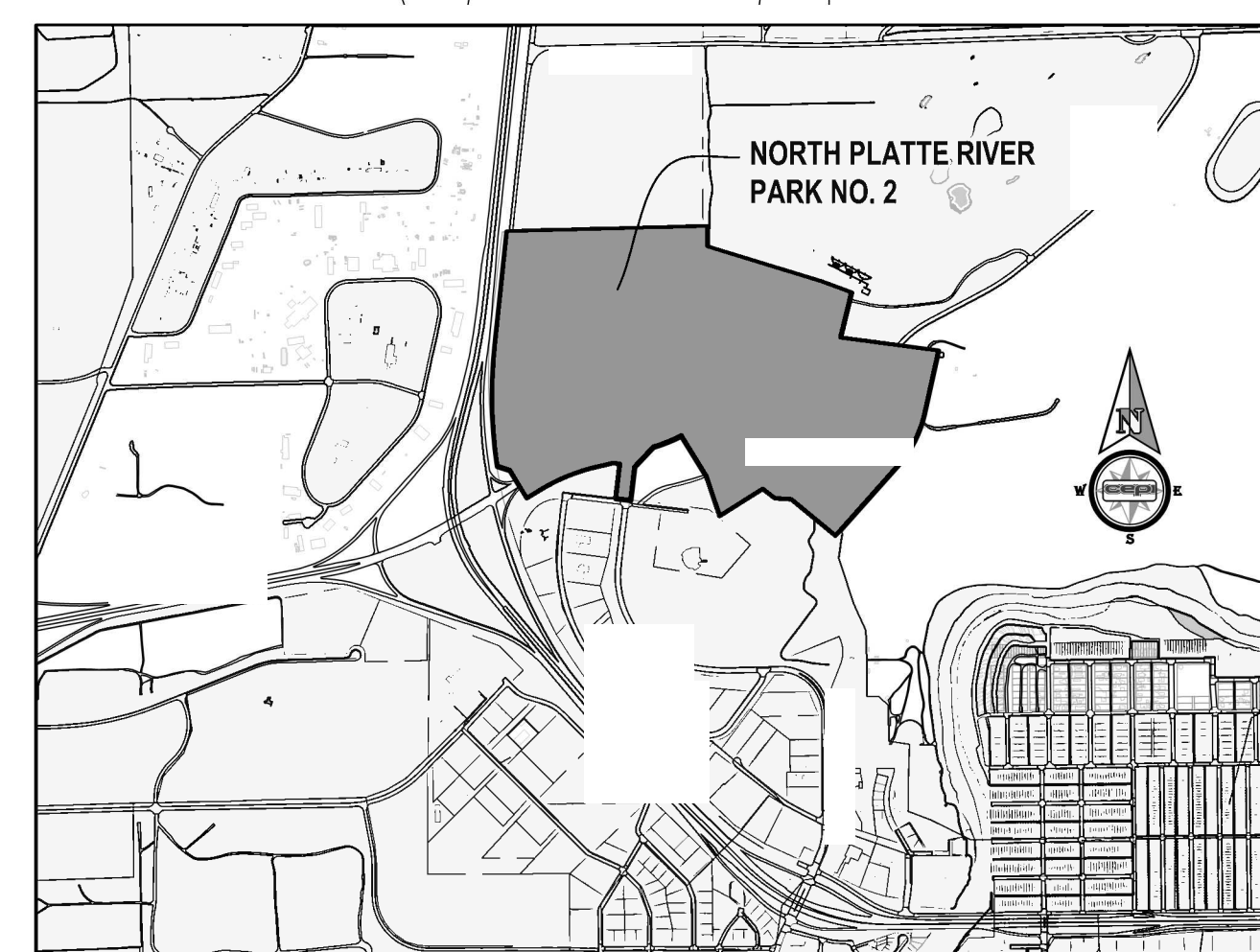
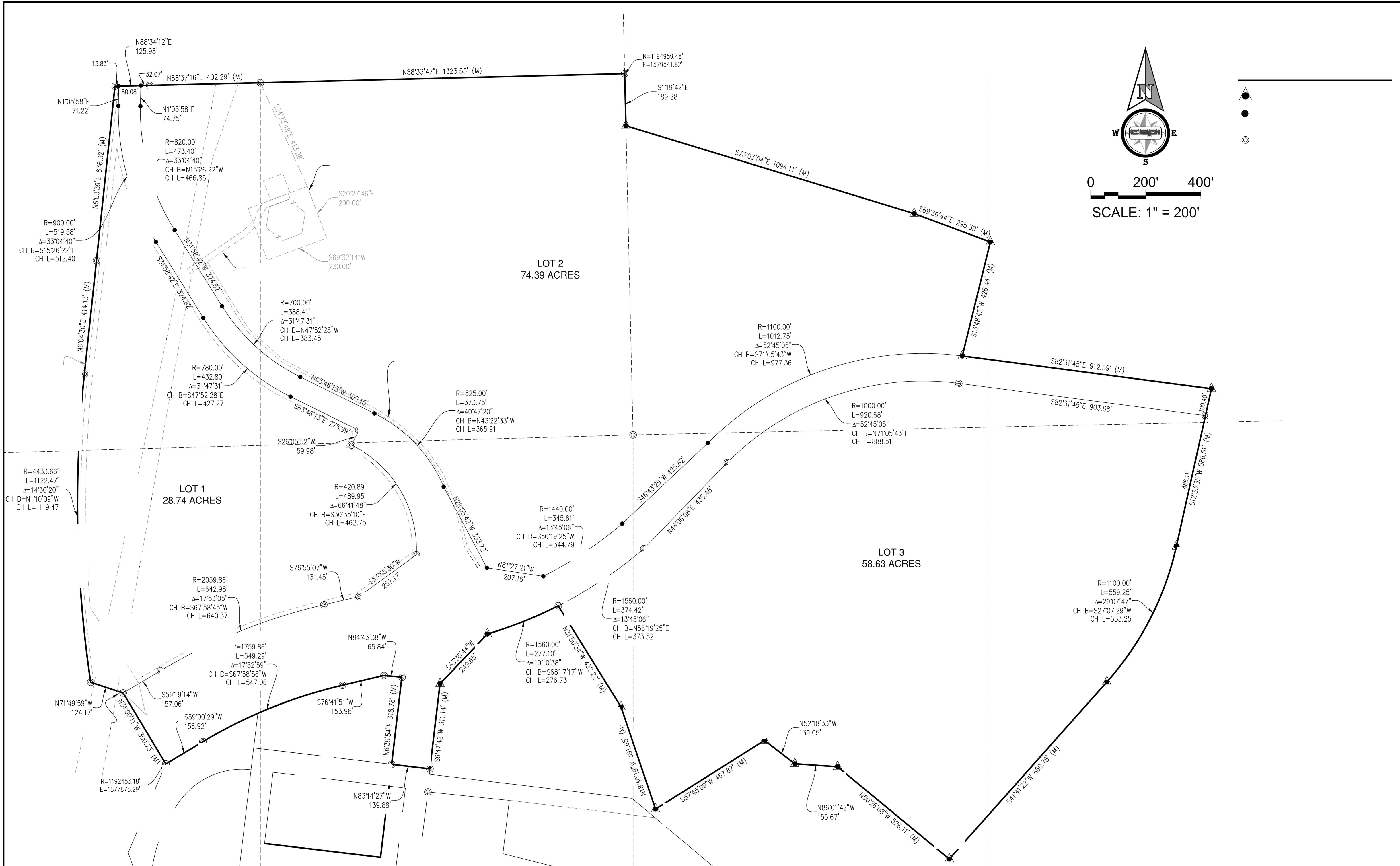
Cost estimates for the creation of a Master Plan for the development of the area

Proposed North Platte River Park No. 2 Subdivision



Proposed North Platte River Park No. 2 Subdivision







August 5, 2022

Re: Ford Wyoming Subdivision Planning Study

Dear Mr. Collins:

Civil Engineering Professionals, Inc. (CEPI) is pleased to have the opportunity to submit our proposal to provide master planning for the area of the Ford Wyoming Center. A project like this and the impact it may have on our community for years to come is a truly exciting endeavor for our firm.

It is our understanding that the City of Casper would like to evaluate Lot 1 (28.74 acres) and Lot 2 (74.39 acres) as shown on the North Platte River Park No. 2 Plat near the Ford Wyoming Center for economic development. CEPI is very familiar with this area, having already prepared a plat that is currently under consideration by the City Council. This land is conducive to a host of possibilities as it sits adjacent to Interstate 25, the 20-26 Bypass, and Poplar Street, a primary arterial in Casper. Not to mention, the Ford Wyoming Center, our premier regional and state event facility which hosts a multitude of various events throughout the year.

CEPI will evaluate the area holistically and consider all vehicular, multi-modal, and pedestrian connections in the area. We will inventory all water, sewer, and other utility connections and provide costs for any utility gaps that may exist. We will provide the City with multiple layouts and provide illustrative plans for up to three alternatives to be presented to City Council.

The following is a breakdown of our scope and related fees.

Master Planning Services	
• Utility Evaluations & Cost Estimates	\$3,500
• Aerial Drone Flight Photogrammetry	\$5,750
• Two (2) Meetings with City Planning Staff	\$1,750
• Concept Design Phase	\$8,000
• Illustrative Plans	\$5,000
Total Fee	\$24,000

This fee proposal does not include any technical writing of zoning guidelines or regulations. If you have any questions, please call me. Thank you for the opportunity to work with you on this project.

Sincerely,
CIVIL ENGINEERING PROFESSIONALS, INC.

A handwritten signature in blue ink that reads 'Robert Bennett'.

Robert Bennett
Professional Engineer, Project Manager



NORTH PLATTE RIVER PARK No. 2 MASTER PLAN



5880 Enterprise Drive, Suite 600
Casper, WY 82609
(307) 473-2707

CONSULTANT TEAM PROPOSAL

BRIEF HISTORY

WWC Engineering (WWC) respectfully presents this Proposal to provide Engineering Services for creation of a Master Plan to guide future development of the North Platte River Park #2 Subdivision. WWC is an independent, employee-owned, multi-disciplinary, professional firm specializing in Water/Wastewater, Civil/Site, Environmental, Land Development, Mining, Municipal, NEPA, Planning, Roads/Bridges, Surveying, and Water Resources services. WWC began operations in 1978, was incorporated in 1980, and has six offices in Montana and Wyoming. Our mission is to provide services that are of the utmost quality and value for our client's benefit. In a client survey commissioned by WWC as part of our total quality management (TQM) program, our clients rated our services above our competitors' in **VALUE FOR THE DOLLAR**. WWC employs

**Western Water Consultants,
dba WWC Engineering
5880 Enterprise Drive,
Suite 600
Casper, WY 82609
(307) 473-2707**

Professional Engineers (P.E.s), Professional Land Surveyors (P.L.S.s), Professional Hydrologists (P.H.s), Certified Planners and Professional Geologists (P.G.s) licensed to practice in numerous states. As a member of the American Council of Engineering Companies, WWC subscribes to the organization's code of ethics and standards.

KEY PERSONNEL

Below are abbreviated resumes for the key personnel who would be involved in the project. We propose to bring in an experienced AICP certified planner from the Helena, MT branch of WWC to assist our local Casper staff with the planning aspects of the project.

**WWC's quality control
program requires two
independent reviews on
every project to ensure
excellence in project
delivery.**

DARRIN TROMBLE, P.E., CASPER BRANCH MANAGER (PRINCIPAL)



Mr. Tromble (WY P.E. 9486) is Branch Manager of the Casper office with over twenty-five years of experience in Civil Engineering projects including land development, water distribution and transmission, sanitary sewer design and rehabilitation, stormwater runoff collection and drainage design; geotechnical analysis; and hydrologic and hydraulic analysis. Darrin is experienced in all aspects of Transportation Engineering including preliminary studies and feasibility analysis, public involvement, geometric design and earthwork computation, pavement design, right-of-way acquisition, and construction and control surveying. Mr. Tromble will provide project oversight and QA/QC for proposed project.

GARRETT ZIMMER, P.E., CIVIL DEPARTMENT MANAGER

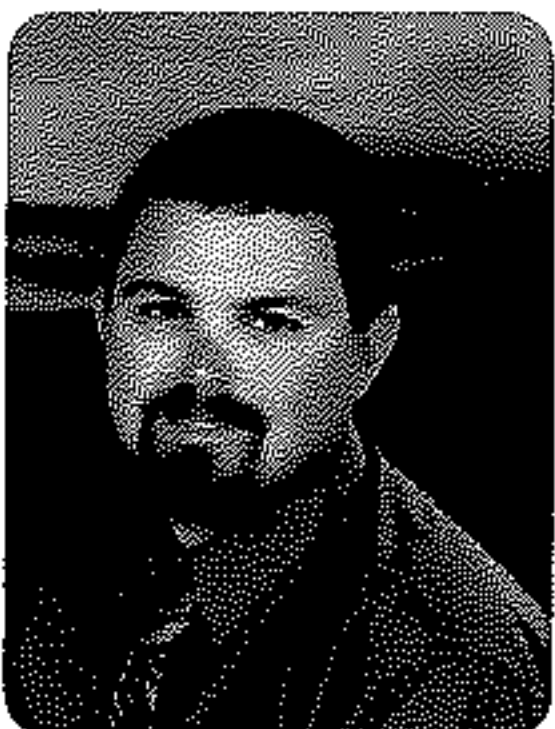


Mr. Zimmer (WY P.E. 16118) joined WWC in 2012 as Civil intern, and joined the Casper WWC Engineering team as a full time employee a year later. Garrett has extensive experience in commercial development and utility infrastructure replacement and rehabilitation. Garrett has been instrumental in the redevelopment efforts in the Old Yellowstone District, having been the lead designer and project manager on the Midwest Avenue Reconstruction projects as well as previous phases of reconstruction along West Yellowstone.

Mr. Zimmer will be the project manager and senior Civil engineer who will oversee transportation and utility designs and will coordinate the overall project.

WWC's project management philosophy is to make sure that our clients are informed, their demands are being met, and project partners are focused and involved.

JEREMY FADNESS, P.E., AICP, SENIOR ENGINEER



Mr. Fadness (MT P.E. 15424, AICP #028666) has over 15 years of project management, design, and construction experience in municipal, land development, transportation, and hydraulics/hydrology related projects. Mr. Fadness has served as the project manager and key design engineer for numerous development projects throughout Montana. Mr. Fadness also serves as the lead community planner and engineer for several Montana communities including the City of Dillon, Town of Culbertson, the City of East Helena and the City of Townsend, as well as Blaine and Musselshell Counties. Mr. Fadness has also been highly involved in the ongoing Mountain View Meadows development within the City of Helena, the largest single development project in the City's history, that has involved engineering and land surveying services covering nearly every service area that may be required by the proposed project. Mr. Fadness is an experienced designer and planner with significant experience in municipal and development projects.

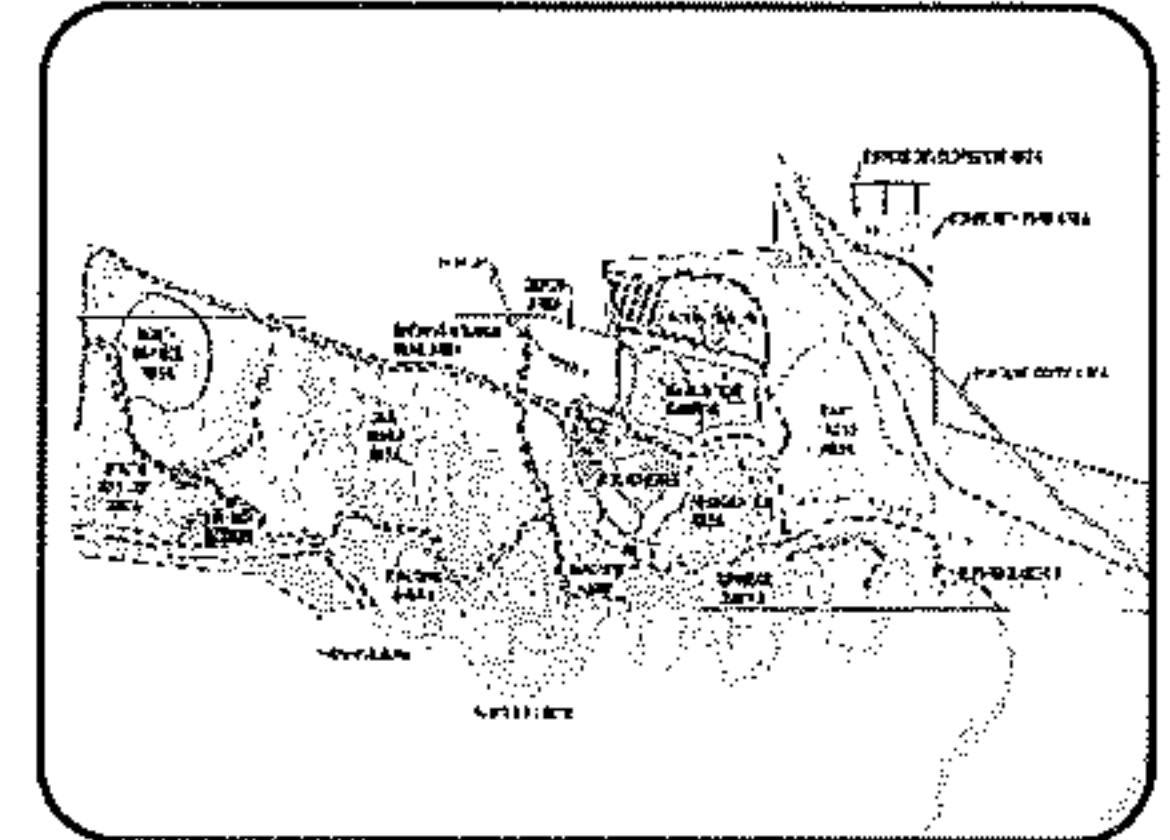
Mr. Fadness will serve as the senior planner for the proposed project.

RELEVANT PRIOR EXPERIENCE

The following projects show WWC's expertise, relevant prior experience, and capacity to manage projects of this type that have all included master plans, site plans, mixed-use development, land use planning, engineering for development and economic analysis for return on investment. While the Casper branch of WWC has been involved in many commercial and residential development projects, we have focused on demonstrating the planning experience and capabilities in this section. While these projects are not local to Casper, they are similar in scope to the proposed North Platte River Park Master Plan.

Harlowton Railyard Master Plan, Harlowton, MT (2020 -2021)

Scope of Work: WWC was hired by Snowy Mountain Development Corporation (SMDC) in 2020 to evaluate redevelopment and recreational opportunities for the Harlowton Railyard in Harlowton, Montana. The project consisted of a broad public outreach process including stakeholder meetings, community survey, and public meetings to gather public input on opportunities for the site. WWC prepared a master plan and concept for the site that includes a fishing access site, day use areas, RV and tent camping areas, recreational trails, and an amphitheater. WWC prepared costs for improvements.



Reference: Cathy Barta, SMDC, (406) 535-2591, smdcdist6@hotmail.com

Trinity Center Development, Helena, MT (2018)

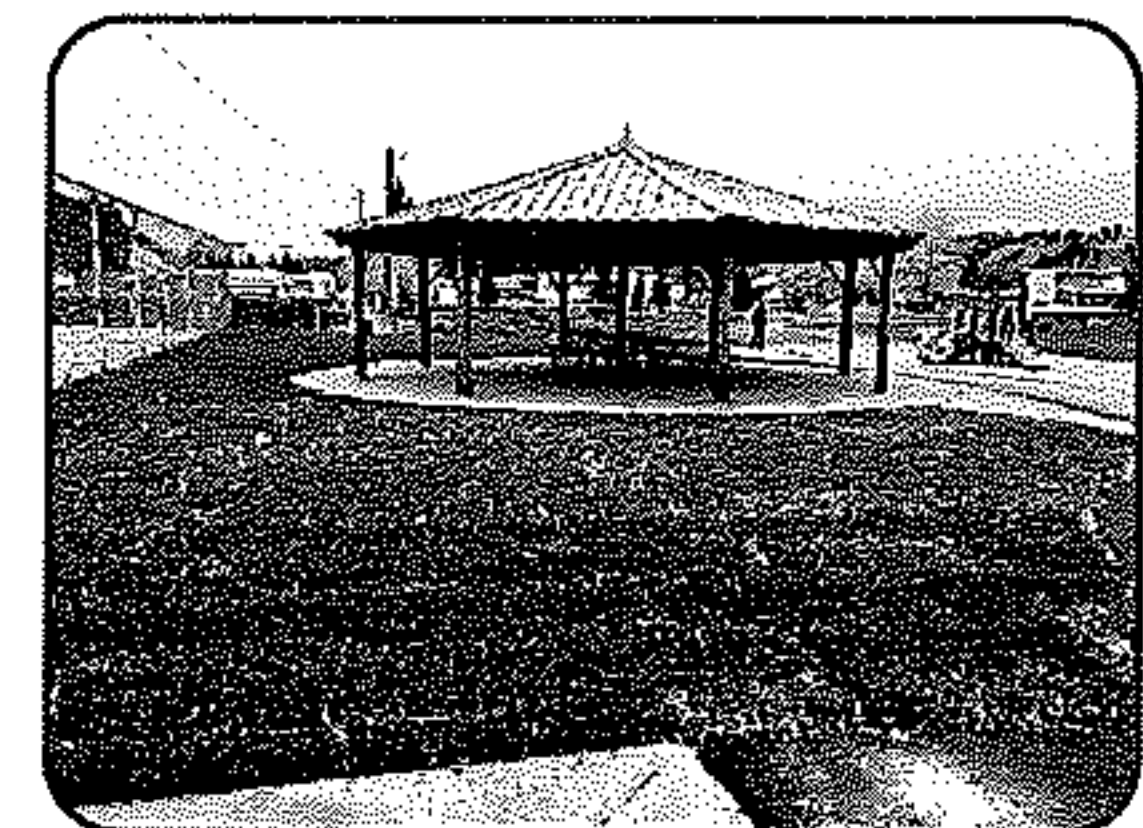
Scope of Work: WWC assisted the Trinity Center with an overall Master Plan to provide focus and direction for the development of approximately 60 acres on the north side of the City of Helena. The proposed development included a new hotel and convention center, storage units, commercial center, residential housing and recreational features such as a bike/pedestrian path network throughout the property, a central park, soccer fields and playground. WWC worked closely with the client, MDT, and the City to ensure the project was following the proper steps and would meet local and state requirements. The project is in its initial stages of development, which has included construction of the primary road network, construction of the hotel and convention center, construction of storage units and a portion of the bike/pedestrian pathway.



Reference: John Amsden, (406) 580-4698, john@trinitycenter.com

West Valley Park Master Plan, Anaconda, MT (2017)

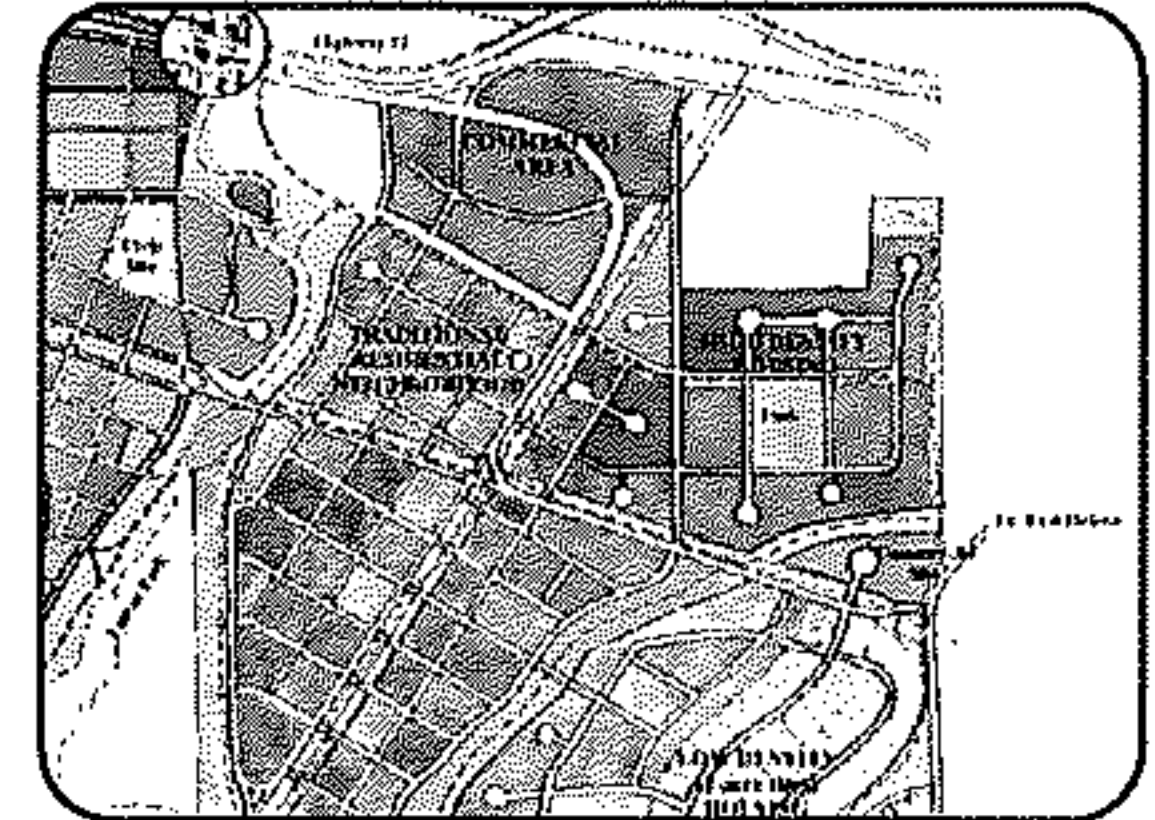
Scope of Work: WWC was hired by Anaconda-Deer Lodge County to prepare a master plan for West Valley Park, west of Anaconda, Montana. Residents in the area wanted improvements to the existing park. Utilizing MDT funds, the County and WWC worked with residents and stakeholder groups to develop a concept plan for the park that included a new precast concrete restroom, playground, parking area, resurfacing the tennis courts, a new ball field, and irrigation and landscaping throughout. WWC also prepared engineering plans and construction documents for completion of the proposed improvements. WWC assisted the County with bidding, construction inspection, construction staking, and project closeout.



Reference: Paula Arneson, ADLC, (406) 563-4066, parneson@adlc.us

Mountain View Meadow Subdivision, Helena, MT (2004 - 2018)

Scope of Work: Mountain View Meadows was proposed as a ten phase Planned Unit Development consisting of nearly 4,000 units including medium-density residential, high-density residential, commercial, retail, schools, parks, and open space. This multi-dimensional development has become the largest area and community expansion of the City of Helena in its history and is one of the largest single developments in the State of Montana. The development is served by City of Helena services and provides much needed residential, commercial, and retail space for Helena's growing population. The project included a water modeling study to determine feasibility of connections to both East Helena and the City of Helena including over 3 miles of looped 16-inch and 12-inch water mains with over 4 miles of 8-inch transmission mains; an entirely gravity fed 30-inch sewer main to serve the entire development considering topographic restraints; traffic analysis to carefully plan traffic flow within and outside of the development with planned improvements to Highway 282 and US Highway 12 including right turn lanes and a signalized intersection; and "green" design techniques to include an extensive trail system, multiple community parks and open space corridors to promote and preserve the natural and scenic aspects of the property.



Reference: Ryan Leland, City Engineer, (406) 447-8430, rleland@helenamt.gov

Remington Apartments Project, Helena, MT (2016)

Scope of Work: WWC was contracted by Sundance Apartments, LLC to provide planning services as well as prepare site and utility plans for a 216-unit apartment complex in Helena, MT constructed in early 2016. The project consisted of six apartment buildings with separate garage buildings and a community center. WWC prepared and submitted annexation and pre-zone applications to the City of Helena and worked closely with the City of Helena to get the property through the annexation and pre-zone process. WWC designed an extensive water main system throughout the project to meet fire code requirements for the multi-family units. The project included the design of a complex underground stormwater collection and capture system, an extensive retaining wall, and a private sanitary sewer system that was designed with a lift station to pump effluent into an existing City of Helena sewer main running through the project.



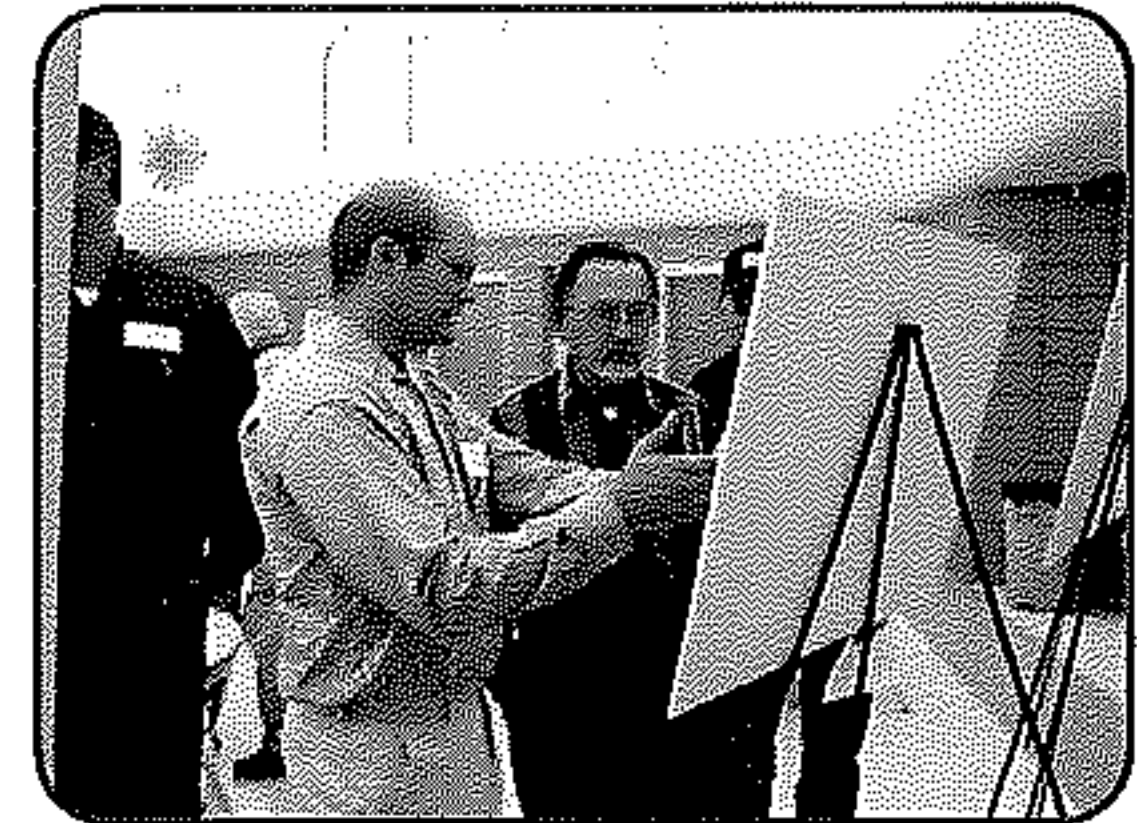
Reference: Ryan Leland, City Engineer, (406) 447-8430, rleland@helenamt.gov

PROPOSED WORK PLAN, METHODOLOGY, AND DELIVERABLES

Below is a description of the proposed work scope to be provided. This scope was developed based on our understanding of the project goals and past experience with similar projects. If this scope does not meet the City of Casper's expectations, we are happy to revisit our proposal and associated fee.

Task 1 – Kick-off Meeting and Background Research

WWC will meet with City of Casper staff to solidify the scope of work to be performed, the project schedule, and communication plan. Previous work performed in relation to the North Platte River Park No. 2 plat, rezoning efforts, and any previous planning documents that may be relevant to development of this area will be compiled. Community Development will be contacted to discuss previous commercial business inquiries regarding availability of developable property in Casper and development goals of the City.

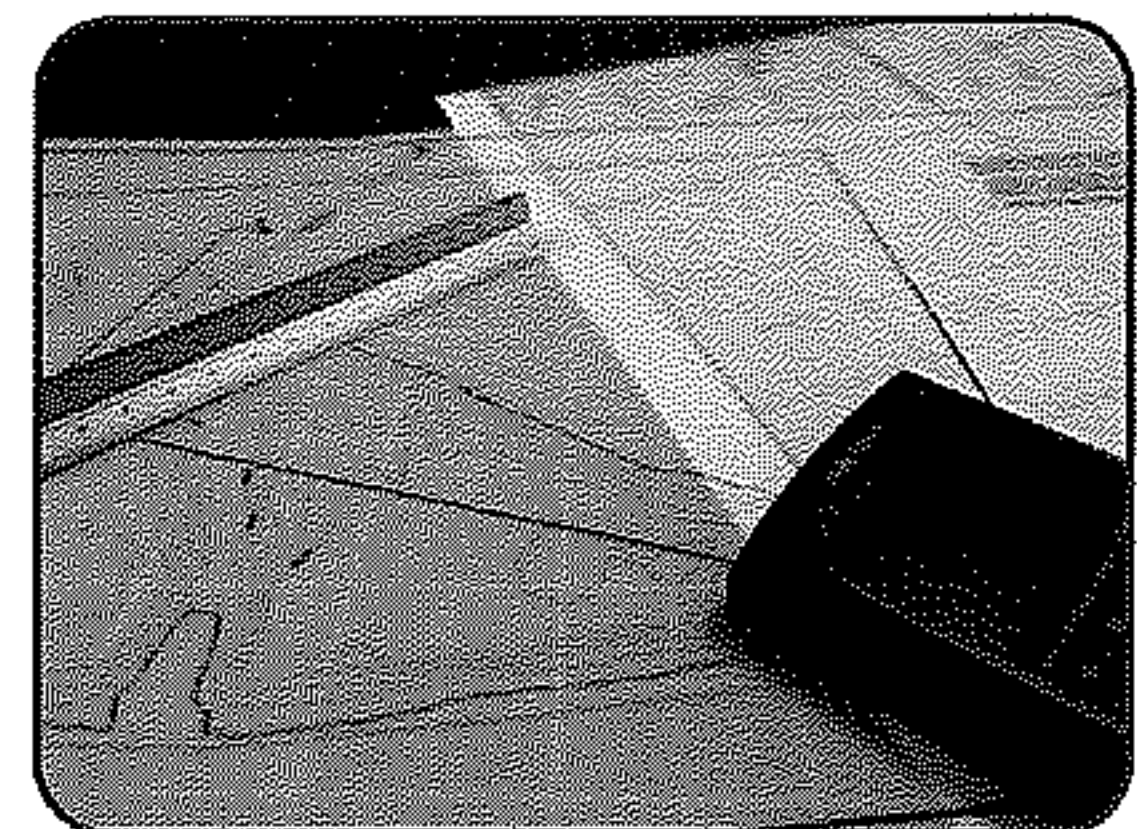


Deliverables:

- *Meeting minutes for each meeting.*
- *Summary memo of the meeting conducted as part of this task that will include the meeting minutes and attendance sheets from each meeting.*

Task 2 – Existing Mapping

It will be important to start the project off with current site data that includes boundary, general site topography, existing utility locations, and any existing encumbrances or easements located within the property. WWC proposes to use existing topography available from the 2015 MPO flight, along with available utility mapping from the current GIS database. It is assumed the legal boundaries from the North Platte River Park No.2 will be made available, therefore no legal surveying has been included in our proposal. We have not anticipated the need for substantial amount of surveying for mapping any additional features, but have included one day of fieldwork and processing in our fee proposal for mapping of minor existing features not currently mapped. Data gathered will be used to develop existing site plan maps to begin the planning process. Accurate and complete existing mapping is important because we need to have a clear understanding of where we are spatially in order to understand where we are going. This data will be crucial to providing the basis for starting the planning process of the future.

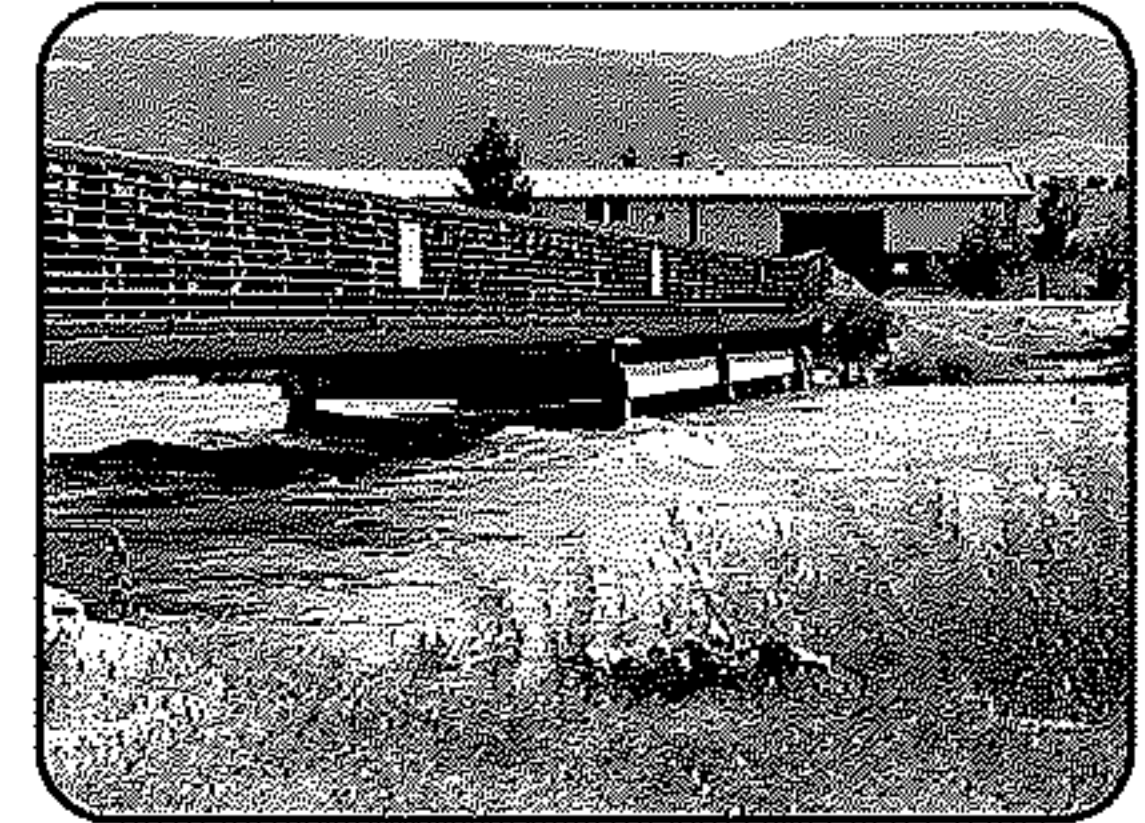


Deliverables:

- *Hard copy maps and CAD files of existing site mapping.*
- *A summary memo of collected data and files provided.*

Task 3 – Site Planning and Local Industry Analysis

WWC will review clusters within the Casper area and other growing communities in Wyoming to analyze local industry clusters to see how these may fit within the growth and expansion of the North Platte River Park. These clusters can help identify infrastructure that businesses may require and how the City can plan for those types of uses. For instance, technology companies would require different infrastructure such as fiber optic lines, office space, server space, water requirements, etc., versus light manufacturing which would require warehouse space, manufacturing space, truck access for distribution, etc. The types of industries the City may host will better define the layout of individual parcels within the proposed Lots and the zoning requirements for future development. This analysis will be utilized to form other analyses and concepts presented in the following task. We have budgeted 40 hours of time for this task, which would include any meetings, presentation, or discussions with City Staff and/or Council Members. Depending on the direction the project takes once underway, we could foresee the need for additional time and effort to be put towards this task if a lot of back-and-forth discussion is required to flush out project needs and direction. If this turns out to be the case, a contract amendment discussion may be in order.



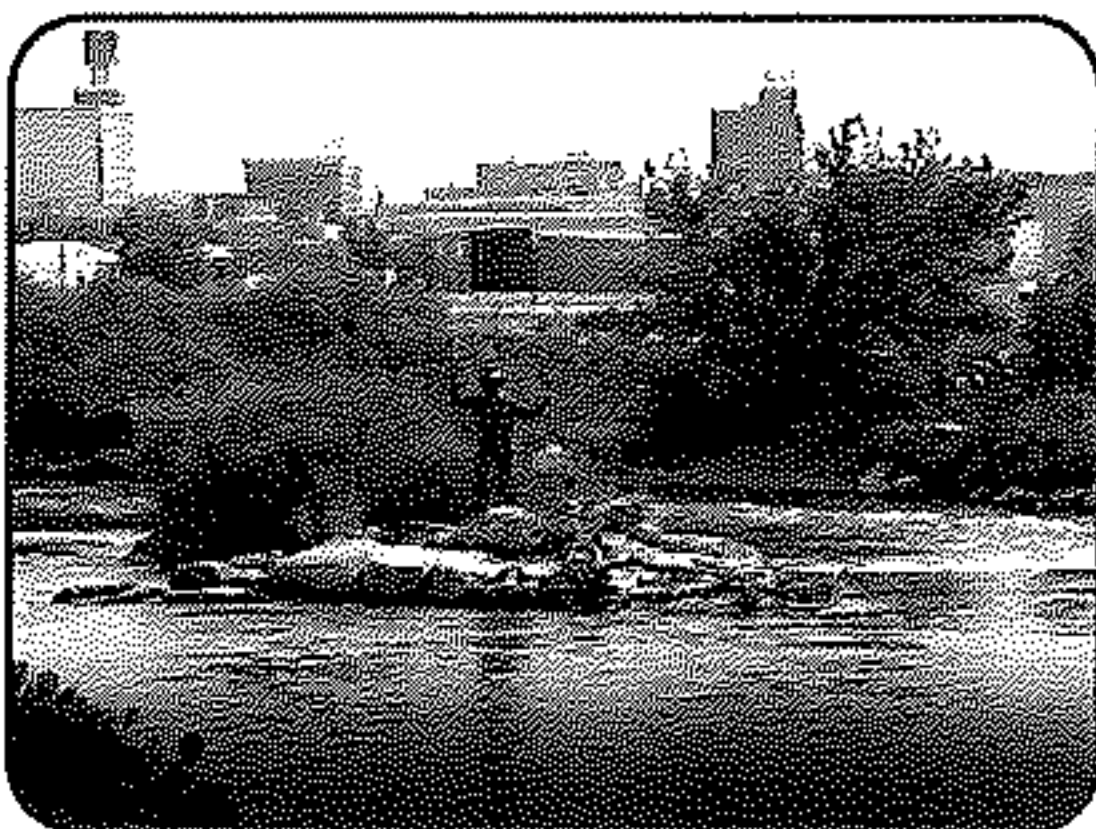
Deliverables:

- *Summary memo of local industry analysis.*

Task 4 – Develop Master Plan and Conceptual Site Layout

WWC will prepare a draft master plan report and Site Plan for the area shown as Lots 1 and 2 in the North Platte River Park No. 2 plat. The draft report and site plan will incorporate the analysis presented in the above tasks into a user-friendly document that can be used by the City of Casper for future development of the site. WWC will coordinate with City Staff to prepare conceptual site plans that will: 1) meet development goals of City of Casper; 2) Provide lot size, access, and utility infrastructure suitable to support development of the proposed area; 3) increase density and identify new land uses; 4) analysis of existing utilities along with conceptual layouts of new infrastructure required to service the area; and 5) conceptual Development Cost Estimates. The report will include graphics, figures, and mapping developed throughout the project to illustrate

concepts and scenarios as well as a final master plan map for the site that will incorporate all the recommendations. A draft master plan report will be submitted to City staff for review. WWC will prepare a final master plan report and mapping that incorporates any changes and comments from the draft plan review. We have budgeted under the assumption that one draft concept will be generated, then revised and finalized in the final master plan. The final master plan will be provided in hard copy form as well as PDF electronic copies. Large master plan maps will be prepared and provided with the final report.



Deliverables:

- *Final master plan and mapping hard copy and electronic.*



NORTH PLATTE RIVER PARK MASTER PLAN PROPOSAL

FEE PROPOSAL

WWC proposes to perform the project for a fee of \$21,000. Below is a breakdown of the project by task and cost per task. These costs include time to attend meetings as necessary within each task. Printing and postage costs are included within the tasks shown in the table. WWC will provide invoices on a monthly basis.

Task	Estimated Cost
Task 1 - Kick Off Meeting and Background Research	\$3,500
Task 2 - Existing Mapping	\$4,000
Task 3 - Site Planning and Local Industry Analysis	\$5,000
Task 4 - Develop Master Plan and Conceptual Site Layout	\$8,500
Total Project Cost	\$21,000

ORDINANCE NO. _15-22_

AN ORDINANCE APPROVING A PARTIAL PLAT VACATION, REPLAT, VACATION OF PUBLIC PARKLAND AND ZONE CHANGE FOR THE NORTH PLATTE RIVER PARK NO. 2 SUBDIVISION IN THE CITY OF CASPER, WYOMING.

WHEREAS, an application has been made to vacate and replat a portion of Tract 4, North Platte River Park Subdivision to create North Platte River Park No. 2, comprising 185-acres, more or less, and located generally northwest of the Events Center, and including the Events Center parcel; and,

WHEREAS, Lots 1 and 2, North Platte River Park No. 2 are proposed to be vacated from public use for park purposes, pursuant to W.S. §15-1-103(a)(xii); and,

WHEREAS, pursuant to W.S. §15-7-303, notice of the hearing for consideration of the vacation of park property from public use has been published for three (3) consecutive weeks prior to the public hearing in the Casper Star Tribune; and,

WHEREAS an application has been made to rezone proposed Lots 1 and 2, North Platte River Park No. 2 from PH (Park Historic) to M-1 (Limited Industrial) and M-2 (General Industrial) respectively; and,

WHEREAS, the requested partial plat vacation, replat, vacation of public parkland and rezoning requires approval by ordinance, following a public hearing; and,

WHEREAS, after a public hearing on November 18, 2021, the City of Casper Planning and Zoning Commission passed a motion recommending that City Council approve the proposal; and,

WHEREAS, the governing body of the City of Casper finds that the above described partial vacation of plat, replat, vacation of public parkland, and zone change, should be approved.

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

SECTION 1:

The partial plat vacation and replat creating the North Platte River Park No. 2 Addition is hereby approved.

SECTION 2:

The vacation of proposed Lots 1 and 2, North Platte River Park No. 2 Addition from public use as park property is found to be in the public interest; notice of the public hearing has been published for three (3) consecutive weeks; the City has owned the property for more than ten (10) years, and no substantial use has been made thereof for park purposes. Therefore, said lots are hereby vacated from public use as park property.

SECTION 3:

The zoning of North Platte River Park No. 2 Addition shall be as follows:

- Lot 1 - M-2 (General Industrial);
- Lot 2 – M-1 (Limited Industrial);
- Lot 3 – (will remain zoned as PH (Park Historic))

SECTION 4:

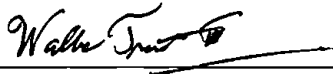
This ordinance shall be in full force and effect from and after passage on three readings and publication pursuant to law.

PASSED on 1st reading the ____ day of _____, 202__.

PASSED on 2nd reading the ____ day of _____, 202__.

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

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

September 12, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Liz Becher, Community Development Director

SUBJECT: Consideration of an Annexation of 2.0-Acres described as Tract 8, Dowler No. 2 Subdivision (3025 Paradise Drive), Establishing the Zoning of Said Parcel as C-2 (General Business), and Rezoning 8.2-acres Described as the Paradise Acres Addition (3041 Paradise Drive) as C-2 (General Business)

Meeting Type & Date:

Regular Council Meeting, September 20, 2022

Action Type:

Public Hearing and First Reading on an Ordinance

Recommendation:

That Council, by ordinance, approve an annexation of Tract 8, Dowler No. 2 Subdivision, establishing the zoning of said parcel as C-2 (General Business), and rezoning the Paradise Acres Addition as C-2 (General Business).

Summary:

An annexation has been requested for two (2) acres located at 3025 Paradise Drive. The Paradise Valley Christian Church (Owner) intends to construct a new church on the property. There are three (3) existing structures, a residential structure, an outbuilding and a school building. The owner plans to demolish the residential structure, but to retain the other two (2) buildings on the site. The parcel is contiguous with the existing City limits along both its south and west property lines; therefore, the property is eligible for annexation.

In a companion item, the PV Christian Church has applied for C-2 (General Business) zoning district approval for the parcel being annexed. Additionally, at the request of City staff, the owner has also included their 8-plus acre parcel, which is immediately south of, and adjacent to the property being annexed, in their zoning request. Churches are listed as permitted uses in the C-2 (General Business) zoning district. The 8-plus acre church property is currently zoned PUD (Planned Unit Development), a City of Casper zoning classification, and the 2-acre parcel being annexed is zoned SR-1 (Suburban Residential One) under Natrona County zoning. The PUD (Planned Unit Development) zoning district is the most flexible zoning classification in the City, and allows for almost any land use. The proposed C-2 (General Business) zoning district will be more restrictive than the current zoning of the property, in that light and heavy industrial uses would no longer be permitted.

Prior to the construction of a new church, site plan review/approval will be necessary. Depending on the size of the eventual structure, the site plan may, or may not, require Planning and Zoning Commission and/or Council review.

Section 17.12.170 of the Casper Municipal Code requires that staff review zoning applications in the context of the approved Comprehensive Land Use Plan, and provide a recommendation to the Planning and Zoning Commission and City Council as to how the zone change is either supported, or not supported. The Comprehensive Land Use Plan is the City's land use and development policy document that describes the values and ideals expressed by the community for its future following an exhaustive public input process. The Future Land Use Plan (FLU), 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 2." Page 4-30 of the Plan provides general characteristics of areas designated as "Neighborhood 2," which typically includes single and multifamily neighborhoods, schools, and public facilities. The C-2 (General Business) zoning district is designed as a mixed-use zoning district, similar to the existing PUD (Planned Unit Development) zoning of the 8-plus acre property, and allows for all listed uses identified as characteristics of a "Neighborhood 2."

In addition to the Future Land Use Plan (FLU), Chapter 3 provides a list of visions, principles and goals that Casper should aspire to, and use as guidance when making decisions affecting land uses. Supporting principles and goals of the Comprehensive Land Use Plan are listed below:

ECH1. Balanced Uses:

ECH1-3. Annexation: Annex contiguous areas into the City only in situations where development meets city standards; when the visions, principles, and goals of Generation Casper (Comprehensive Land Use Plan) are furthered; and full city services can be provided.

UQL2. Quality Neighborhoods:

UQL2-2. Mixed Use Neighborhoods: Provide for commercial uses in and adjacent to residential neighborhoods in a manner that contributes to the neighborhood's integrity and identity through thoughtful design of signage, lighting, buffers and parking.

UQL2-5. Public Places: Provide public places in each neighborhood through neighborhood parks, community gardens, and/or corner shops or cafes, which contribute to preserving small-town characteristics.

Reference Information:

PROPOSED ZONING –

C-2 (General Business) lists the following as permitted uses:

1. Animal clinics and animal treatment centers;
2. Apartments located within a business structure;
3. Arcades/amusement centers;
4. Assisted living;
5. Automobile park, sales area or service center;
6. Automobile service stations;
7. Banks, savings and loans, and finance companies;
8. Bars, taverns, retail liquor stores, and cocktail lounges;
9. Bed and breakfast;
10. Bed and breakfast homestay;
11. Bed and breakfast inn;
12. Business, general retail;
13. Chapels and mortuaries;
14. **Churches;**
15. Clubs or lodges;
16. Convenience establishment, medium volume;
17. Dance studios;
18. Day care, adult;
19. Child care center;
20. Family child care center—zoning review;
21. Family child care home;
22. Family child care home—zoning review;
23. Electrical, television, radio repair shops;
24. Gaming/gambling;
25. Grocery stores;
26. Group homes;
27. Homes for the homeless (emergency shelters);
28. Hotels, motels;
29. Neighborhood groceries;
30. Offices, general and professional;
31. Pet shops;
32. Medical laboratories, clinics, health spas, rehabilitation centers, real estate brokers, insurance agents;
33. Parking garages and/or lots;

34. Parks, playgrounds, historical sites, golf courses, and other similar recreational facilities;
35. Pawn shops;
36. Personal service shops;
37. Pharmacies;
38. Printing and newspaper houses;
39. Reception centers;
40. Recreation centers;
41. Restaurants, cafes, and coffee shops;
42. Retail business;
43. Sundry shops and specialty shops;
44. Theaters, auditoriums, and other places of indoor assembly;
45. Thrift shops;
46. Vocational centers, medical and professional institutions;
47. Neighborhood assembly uses;
48. Regional assembly uses;
49. Branch community facilities;
50. Neighborhood grocery;
51. Conventional site-built and modular single and multifamily dwellings and "manufactured homes" meeting the definition and standards set forth in Section 17.08.010.

EXISTING ZONING –

PUD (Planned Unit Development) City – allows all uses permitted under R-1, R-2, R-3, R-4, R-5, R-6, C-1, C-2, M-1 and M-2 zoning.

SR-1 (Suburban Residential One) County – lists the following as permitted uses:

1. Accessory buildings and uses,
2. Animal clinic, animal shelter/kennel,
3. Dwelling: one single family home, mobile home, manufacture home or seasonal home per lot or tract,
4. N/A
5. Family Child Care Home,
6. Home Occupation,
7. Light agriculture, accessory to residential use on the same lot or tract,
8. Park, playground, golf course and other similar open space recreation facilities,
9. Place of worship,
10. School; elementary, junior and senior high, college, university, vocational trade, professional or business,
11. Small wind energy systems,

12. Specialty or sundry shop,
13. Other similar and compatible uses, as determined by the BOCC.

The Planning and Zoning Commission voted to support the annexation and zoning after a public hearing on August 18, 2022. There were no public comments. A notice of public hearing will be published in the Casper Star-Tribune advertising the City Council public hearing. All public hearings are also advertised on the City's website (casperwy.gov).

Financial Considerations:

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

Oversight/Project Responsibility:

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

Attachments:

Location Map

Ordinance

PV Christian Church Annexation/Zoning Request



ORDINANCE NO. 16-22

AN ORDINANCE APPROVING THE ANNEXATION OF 2.0-ACRES DESCRIBED AS TRACT 8, DOWLER NO. 2 ADDITION, ESTABLISHING THE ZONING OF SAID PARCEL AS C-2 (GENERAL BUSINESS), AND REZONING 8.2-ACRES DESCRIBED AS THE PARADISE ACRES ADDITION TO C-2 (GENERAL BUSINESS)

WHEREAS, Paradise Valley Christian Church has applied to annex 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition; and,

WHEREAS, the applicant has applied to zone Tract 8, Dowler No. 2 Addition as C-2 (General Business); and,

WHEREAS, the applicant has also applied to rezone 8.2-acres of property located at 3041 Paradise Drive, described as the Paradise Acres Addition, as C-2 (General Business); and,

WHEREAS, a petition requesting annexation has been signed by a majority of the landowners owning a majority of the area sought to be annexed, excluding public streets and alleys and tax exempt property, and said petition has been submitted to the City of Casper for approval pursuant to Section 15-1-403 of the Wyoming State Statutes, as amended; and,

WHEREAS, an annexation report will be completed prior to final approval of the annexation, in accordance with Section 15-1-402 of the Wyoming State Statutes, as amended; and,

WHEREAS, the City of Casper Planning and Zoning Commission recommended that the Council approve the annexation and the zoning, as requested, following a public hearing on August 18, 2022.

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

SECTION 1:

The annexation of 2.0 acres, located at 3025 Paradise Drive, and described as Tract 8, Dowler No. 2 Addition, is hereby approved, said property is included within the corporate limits of the City of Casper and all rights, privileges, and duties pertaining to such inclusion shall apply to said development and the inhabitants thereof.

SECTION 2:

The 2.0 acres described as Tract 8, Dowler Addition No. 2 is hereby zoned C-2 (General Business).

SECTION 3:

The 8.2-acres described as the Paradise Acres Addition is hereby rezoned from PUD (Planned Unit Development) to C-2 (General Business).

SECTION 4:

All utility franchises shall be furnished a copy of this ordinance, and other information required by the franchises, as official notice of the expansion of the City limits.

SECTION 5:


This ordinance shall, pursuant to W. S. § 15-1-408, be in full force and effect on the 21st business day following third reading approval by the City Council, and following publication.

PASSED on 1st reading the ____ day of _____, 2022.

PASSED on 2nd reading the ____ day of _____, 2022.

PASSED, APPROVED, AND ADOPTED on 3rd and final reading the ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

ORDINANCE NO. 14-22

AN ORDINANCE CORRECTING A SCRIVENER'S ERROR IN THE LEGAL DESCRIPTION OF ORDINANCE NO. 34-19 PERTAINING TO THE MISTAKEN INCLUSION, VIA ANNEXATION, OF THE WEST HALF OF LOTS 26 & 27, SOUTH GARDEN CREEK ACRES NO. 2 ADDITION IN THE CASPER MUNICIPAL LIMITS.

WHEREAS, the City of Casper, Wyoming, passed and enacted Ordinance No 34-19 following the third reading on January 20, 2020, which approved the City-initiated annexation of multiple properties along the west side of South Poplar Street, and south of West 50th Street; and,

WHEREAS, the legal description of the lots included in the City-initiated annexation mistakenly included two (2) properties, described as the west half of Lots 26 and 27, and Lots 28 and 29, South Garden Creek Acres No. 2 Addition, that were not intended to be annexed; and,

WHEREAS, the property owners of 5075 Yesness Lane, more particularly described as the West Half of Lots 28 & 29, South Garden Creek Acres #2, has submitted, in writing, their acceptance/approval of the previous, unintended annexation of their property into the City of Casper; and,

WHEREAS, the property owner of the West Half of Lots 26 & 27, South Garden Creek Acres No. 2 Addition has submitted, in writing, his request that the City correct the legal description of the annexation to clarify that his property was not annexed, and is not intended to be located within the City of Casper Municipal Limits at this time; and,

WHEREAS, 5075 Yesness Lane, more particularly described as the West Half of Lots 28 and 29, South Garden Creek Acres #2, has municipal water service, and a commitment to annex the property was executed and recorded with the Natrona County Clerk's Office as Instrument # 585194; and,

WHEREAS, the property described as the West Half of Lots 26 and 27, South Garden Creek Acres No. 2 Addition is currently undeveloped, with no City-provided utilities serving the site; and,

WHEREAS, upon correction of the scrivener's error, and the reversion of the West Half of Lots 26 and 27, South Garden Creek Acres No. 2 Addition to the County, prior to being eligible for or obtaining City utilities (*water and/or sewer*) in the future, the property owner of record at that time will be required to annex into the City of Casper, pursuant to established City policy set forth in Resolution #19-77, and will also be required, at that time, to commit to pay applicable City of Casper application fees, tap fees, and design/construction fees for customary

public improvements to adjacent public streets (*Yesness Lane and/or South Poplar Street*) to complete said street(s) to City of Casper design/construction standards; and,

WHEREAS, based on the written requests of the two (2) property owners affected by the erroneous legal description in Ordinance 34-19, it is the intent of this Ordinance to correct said scrivener's error.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Ordinance No. 34-19 is hereby amended to strike/delete the legal description found in the first recital, and to amend it to correctly read as follows:

- E ½, Tracts 34 and 35, South Garden Creek Acres No. 2 Addition;
- Tracts 14-25, Inclusive, South Garden Creek Acres No. 2 Addition;
- E ½, Tracts 26 & 27, South Garden Creek Acres No. 2 Addition;
- Tracts 28-31, Inclusive, South Garden Creek Acres No. 2 Addition;
- Tracts 1-10, and the South Portion of 11 (*Amended Portion of Tract 11 remaining after incorporation of the North Portion of Tract 11 into the Vigneri Addition to the City of Casper – Instrument # 894596*), South Garden Creek Acres Addition.

PASSED ON FIRST READING THIS 6th day of Sept., 2022

PASSED ON SECOND READING THIS ____ day of _____, 2022

PASSED ON THIRD READING THIS ____ day of _____, 2022

APPROVED AS TO FORM:




ATTEST:


Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

September 2, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Tracey Belser, Support Services Director 
Michael Szewczyk, IS & Cybersecurity Manager

SUBJECT: City Facility Fiber Agreement with Mountain West Technologies

Meeting Type & Date:
Regular Council Meeting
September 20, 2022

Action Type:
Resolution

Recommendation:

That Council, by resolution, authorize an agreement with Mountain West Technologies, Inc. for the provision of fiber optic services in an amount not to exceed \$1,013,618.00, plus an authorization to encumber supplemental equipment funding in an amount not to exceed \$1000,000.00, for a total project budget of \$1,113,618.00.

Summary:

In 2006, the City entered into a 20 agreement with Bresnan Communications (currently Spectrum) for the provision of fiber optic connections between City Hall and 10 remote facilities. In 2015, staff began researching opportunities to replace the network in advance of 2026 with one that would provide additional connectivity, as well as redundancy in the event of failure along a particular line. A consultant provided an estimated cost of 4.5 million dollars for a City owned solution. Subsequent conversations with fiber installers confirmed the cost.

A City Council goal created in 2021 directed staff to “develop a plan for facilitating access to affordable and reliable digital infrastructure throughout Casper”, including “recommendation for internal City digital connection to all facilities”. Discussions held with multiple business community leaders conveyed the similar finding of frustrations with the limited options for high speed, reliable broadband, and restricted fiber availability with diversity of network paths.

Conversations with broadband providers for City facility connectivity led to three separate proposals for service:

- Spectrum Communications offered to continue providing the existing service at a cost of \$5,200.00 per month (\$1,872,000.00 over a 30-year period). A solution that would include redundancy from this vendor was substantially higher in cost.

- Visionary Broadband's agreement to provide Internet service to the schools in the Casper area created an opportunity to invite the City to partner for the purpose of connecting its facilities. Their proposal to provide 12 strands of fiber optic cabling for a 30-year agreement, including redundancy and all maintenance services, was \$3,042,500.
- Mountain West Technologies offered a similar proposal to Visionary; however, the total cost for their solution is \$1,013,618.00. In addition to a redundant network to City locations, this vendor has also proposed cables along the rest of its network where the City may have need at a future date.

Given that Visionary is building their network out to schools in the area and BluePeak is going to become a competitor in the region, this project with Mountain West is one more complement to providing citizens and businesses multiple options for the type of services that will best meet their needs. Likewise, the City organization will benefit from a robust and resilient network that connects more locations than the current implementation.

Financial Considerations:

Monies in the amount of \$1,113,618.00 is being requested from the Opportunity Fund for this project. \$100,000.00 of the total will be used for network equipment at the different locations.

Oversight/Project Responsibility:

Michael Szewczyk, Information Services and Cybersecurity Manager

Attachments:

Resolution

Indefeasible Right to Use Agreement

APPROVAL AS TO FORM

I have reviewed the IRU Agreement between WERCS Communications, Inc., D.B.A. Mountain West Technologies Corporation, and the City of Casper, Wyoming, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 7, 2022

A handwritten signature in black ink, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Deputy City Attorney

IRU AGREEMENT

THIS IRU AGREEMENT (this "Agreement") is made and entered into as of September __, 2022 (the "Effective Date") by and between WERCS Communications, Inc., D.B.A., Mountain West Technologies Corporation, a Wyoming Corporation, with offices at 400 E. 1st Street, Suite 307, Casper, Wyoming 82601 ("MWT"), and the City of Casper, Wyoming, a municipal corporation with offices at 200 N David St., Casper, Wyoming 82601 ("Customer"). MWT and Customer are each referred to herein as "Party" and are collectively referred to herein as the "Parties."

RECITALS

- A. MWT owns a fiber optic communications system in Natrona County, Wyoming, which is referred to as the "MWT System" in this Agreement..
- B. Customer desires to be granted the right to use a number of those certain MWT Fibers (defined below), and MWT is willing to grant to Customer an exclusive indefeasible right of use ("IRU") to those certain MWT Fibers in the MWT System for a period of thirty (30) years from the Acceptance Date referred to in this Agreement, on the terms and conditions set forth below.
- C. The Parties agree that MWT still is to construct certain portions of the MWT system as identified in Exhibit D, said construction to be fully completed no later than December 31, 2025. Customer can begin partial use of the MWT fibers over the course of construction in their discretion.
- D. Each defined term shall have the meaning set forth in this Agreement where such term is first used or in the Glossary of Terms attached hereto.

Accordingly, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. GRANT OF IRU

- 1.1 Effective as of the Acceptance Date as defined in Article 3 of this Agreement, and upon Customer's payment in full of the IRU Fee, MWT grants to Customer an exclusive IRU for those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A attached hereto and incorporated herein (the "MWT Fibers") in a continuous path on the segment of the MWT System identified and also described in Exhibit A, along with the non-exclusive right to use the Underlying

Rights only as required for the use of the MWT Fibers. MWT shall specifically identify the MWT Fibers as such in the MWT System.

- 1.2 The IRU is granted on the terms and subject to the covenants and conditions set forth in this Agreement. It is understood and agreed that MWT shall retain legal title to the entire MWT system, including the MWT Fibers, and, subject only to the IRU hereunder, and nothing contained herein shall be interpreted to give or convey to Customer any property right, title or interest, which at all times shall be and remain MWT's property. Except as expressly set forth herein, the IRU does not include the right of Customer to own or maintain the MWT Fibers, or the right to encumber the MWT Fibers in any manner, or any other use of the MWT System or Underlying Rights.
- 1.3 Customer acknowledges and agrees that pursuant to this Agreement, MWT is not supplying nor is it obligated to supply to Customer any optronics or electronics or optical or electrical equipment or facilities, including without limitation, generators, batteries, air conditioners, fire protection and monitoring and testing equipment, all of which are the sole responsibility of Customer, nor is MWT responsible for performing any work other than as specified in the Agreement.
- 1.4 MWT Fibers. The Parties acknowledge and agree that:
 - (a) the grant of the IRU includes the sale, assignment and delivery to Customer of an exclusive IRU in the MWT Fibers; and
 - (b) neither the IRU nor this Agreement is an executory contract or unexpired lease within the meaning of Section 365 of Title 11 of the United States Code, 11 U.S.C. Section 101, *et seq.*

ARTICLE 2. CONSIDERATION FOR GRANT

- 2.1 IRU Fee. In consideration of the grant of the IRU hereunder by MWT to Customer, Customer agrees to pay to MWT a total sum fee in the amount of One Million Thirteen Thousand Six Hundred Eighteen Dollars (\$1,013,618) ("IRU Fee") according to the following schedule:
 - 50% upon approval of IRU;
 - 25% upon substantial completion, and
 - 25% upon final acceptance of Customer.
- 2.2 In addition to the IRU Fee, Customer shall pay MWT an annual fee of zero dollars (\$0.00) ("Annual Maintenance Fee") commencing with the Effective Date of this Agreement and on each subsequent anniversary date, until the Termination of this Agreement, in exchange for MWT's Maintenance Service as further described in

Article 8. Maintenance of the system is included as part of the consideration set forth in Article 2 of this Agreement.

ARTICLE 3. ACCEPTANCE

- 3.1 Acceptance Date. MWT has tested all of the MWT Fibers. MWT will allow Customer the opportunity test those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A, to satisfy the Customer that the fibers will meet their specific needs. Customer will have thirty (30) business days to accept or reject delivery based upon its test. If Customer rejects delivery, Customer must provide a written detailed account of the defect or failure detected and the Parties will work together in good faith to prove the Fiber Specifications are met. The "Activation Date" is the date Customer provides written acceptance of those certain twelve (12) strands of dark fiber optic cable specified in Exhibit A. If Customer fails to provide acceptance or rejection, the Activation Date shall be deemed to occur the expiry of thirty (30) business days from the Effective Date of this Agreement and Customer shall have been deemed to accept the fibers. Customer shall be responsible for the timely designation of its space and power requirements and completion of any work or installation required in order for it to place the MWT Fibers into service, and Customer's failure to designate its space and power requirements or complete such work shall not be grounds for rejection of the MWT Fibers. If Customer requests MWT shall provide Customer a letter of agency/authorization notifying any applicable landlord or owner of the building or space where MWT has given Customer access to the MWT Fibers of Customer's right to access such space as more specifically delineated in the letter. MWT has all the required Underlying Rights to install, operate and maintain the MWT Fibers for the entirety of the Term.

ARTICLE 4. TERM

- 4.1 The grant of the IRU shall become effective on the Acceptance Date and shall extend for a period of thirty (30) years thereafter. Customer and MWT may extend such period for the IRU for either or both of the MWT Fibers for the economically useful life of each such MWT Fibers on terms mutually agreed to in writing by the Parties. Customer shall provide written notice to MWT of its desire to extend the term of this Agreement at least one (1) year in advance of the thirtieth (30th) anniversary of the Acceptance Date. Such thirty (30) year period and any mutually agreed upon extensions thereto pursuant to this Section 4.1 shall be herein referred to as the "Term."
- 4.2 At the expiration of the Term, the IRU shall immediately terminate and all rights of Customer to use the MWT Fibers, or any other part thereof, shall cease.

- 4.3 If at any time after the Acceptance Date and full payment of the IRU Fee, Customer determines that the MWT Fibers have reached an end to their useful life, or Customer otherwise desires not to retain the IRU, Customer shall have the right to abandon the IRU by sixty (60) days written notice to MWT. In the case of abandonment in accordance with this subsection, this Agreement shall terminate and Customer shall not be entitled to a refund of any of the IRU Fee or other consideration paid.
- 4.4 It is understood and agreed that MWT must and does maintain legal title to the entire MWT System, including the MWT Fibers.

ARTICLE 5.

NETWORK ACCESS; REGENERATION FACILITIES

- 5.1 Initial Connections. MWT shall be responsible for all initial splicing, fiber cross-connects and ancillary work necessary to connect Customer's facilities to the MWT Fibers that are the subject of this Agreement. MWT shall perform all initial splices, fiber cross-connects and ancillary work at or near each Meet-Point Facility specified in Exhibit A to this Agreement at no additional charge to Customer. MWT shall terminate fiber in a workmanlike manner at the Customer provided demarcation point of each location specified in Exhibit A in a rack mountable cable tray provided by MWT.
- 5.2 Locations. All connections between the MWT Fibers provided under this Agreement and Customer's own facilities shall be connected by MWT at a Point of Interconnect (POI) at or near each Meet Point Facility or POI described in Exhibit A. Customer may request additional POIs at any existing splice point along that fiber route within the MWT System, such request to be submitted in writing pursuant to the notice provisions of Article 12 to this Agreement. If in MWT's reasonable discretion such POI is deemed technically feasible and non-disruptive to existing MWT systems, MWT shall agree to such POI request. If MWT consents to the POI request, the consent notice shall include a quote, which shall be binding and valid for ninety (90) days, for the total fees MWT shall charge Customer to establish the POI, which shall consist of only MWT's time and materials, hourly rate at retail rates to establish such additional POI, provided that such time and materials shall be commercially reasonable and customary for such work at such location. MWT shall send an invoice to Customer, and payment from Customer shall be due forty-five (45) days from the date such invoice is delivered in accordance with Article 12.
- 5.3 All connections including placement of fiber jumpers at fiber distribution panels shall be performed in a workmanlike manner by MWT or its contractors, or subcontractors, in accordance with industry standards, applicable Specifications and standard operating procedures.

- 5.4 In order to schedule a connection between the MWT Fibers provided under this Agreement and Customer electronics, Customer shall request and coordinate such work not less than fifteen (15) business days in advance of the date the connection is requested to be completed. Such work will be restricted to a Planned System Work Period, unless otherwise agreed to in writing for specific projects. Subject to the requirements of the Underlying Rights, Customer shall have reasonable access to the MWT Fibers, but only at the POI during a Planned System Work Period when accompanied by a representative of MWT in accordance with MWT's standard operating procedures. Customer and MWT shall not have any limitations on the types of electronics or technologies employed to utilize the MWT Fibers, subject to MWT's safety procedures and so long as such electronics or technologies do not actually interfere with Customer or MWT's operations, or uses or operations by any other existing IRU holder, fiber owner or fiber lease rights holder located within the MWT System.
- 5.5 With Customer's approval, MWT may route or reroute the MWT Fibers through their facilities to accommodate changes in operating requirements. Any routing or rerouting of the MWT Fibers will be done in accordance with the Specifications and agreed to prior to any realignment of the MWT Fibers. Neither Party shall unreasonably withhold approval of said routing or rerouting.
- 5.6 Spare Fibers and Exchange of Fibers. Customer may make a request on thirty (30) days advance written notice to MWT of Customer's desire to use spare fibers along the Fiber Route, or any portion thereof. If MWT has fiber strands in the MWT System along any existing segment of the Fiber Route, or portion thereof, that are not reserved for MWT's or another's use anytime within one hundred eighty (180) days) of the request ("Spare Fibers"), MWT shall notify Customer of the availability of such Spare Fibers, and shall make available to Customer within ten (10) business days of the request such Spare Fibers for Customer's use to undertake equipment upgrades, subject to the limitations of this Section 5.6. With respect to any segment of MWT Fibers, Customer shall be entitled to use only that number of available Spare Fibers equal to the number of strands specified in the IRU as MWT Fibers relating to the applicable segment of the MWT Fibers. Customer may request Spare Fibers no more frequently than once every thirty-six (36) months, and use such Spare Fibers for no longer than one hundred and twenty (120) calendar days, unless such use of the Spare Fibers is due to a Chronic Service Outage. At the end of its use of the Spare Fibers, Customer may relinquish either the Spare Fibers or an equal number of the original MWT Fibers, or any combination thereof, to MWT, provided that Customer may retain only twelve (12) total fiber strands and the Fiber Strand(s) retained by Customer shall be designated as the MWT Fibers subject to the terms of this Agreement. In consideration for Customer's use of such Spare Fibers during any period in which Customer has the right to use both the original MWT Fibers and the Spare Fibers, MWT shall be entitled to invoice Customer and Customer shall pay an additional amount, equal to twenty-five (\$25.00) per additional Spare Fiber, per fiber mile, per month, which amount shall be due and payable by Customer to MWT within forty-five (45) calendar days of receipt of the

invoice, unless such use by Customer of both Spare Fiber and MWT Fibers is due to a Chronic Service Outage.

ARTICLE 6

RIGHTS OF WAY, RELOCATIONS AND GOVERNMENTAL AUTHORIZATIONS

- 6.1 Underlying Rights. MWT or its Affiliate has obtained or will obtain all Underlying Rights for the construction, operation and maintenance of the MWT System, including the MWT Fibers. MWT agrees to maintain during the Term, at its cost (subject to Article 6, Section 3) all Underlying Rights required by applicable law or otherwise necessary for the construction, installation and maintenance of the MWT System and the MWT Fibers, and such Underlying Rights are and shall remain sufficient to allow the Parties to perform their obligations and to exercise their rights set forth in this Agreement.
- 6.2 The foregoing notwithstanding, this IRU is subject to the terms, conditions, limitations, restrictions and reservations of the Underlying Rights, and subject to the terms, conditions limitations, restrictions and reservations under which the rights of way are owned or held by the grantors of the Underlying Rights, including but not limited to, covenants, conditions restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of MWT's Underlying Rights to use the right of way for other business activities, including railroad operations, telecommunication uses, broadband uses, pipeline operations and any other purposes, and to the prior right of MWT and its parent and Affiliates to use its rights granted under the Underlying Rights. The rights granted herein are expressly made subject to each and every limitations, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of the grantor's right, title or interest with respect to the Underlying Rights all of which are disclaimed. In the event this Section is subsequently determined to effectively prohibit Customer's use of any portion of the MWT Fibers for any lawful purpose, at Customer's option, MWT shall refund to Customer a portion of the paid IRU Fee according to the formula set forth in Section 6.3 of this Agreement and this Agreement will automatically terminate.
- 6.3 Expiration or Termination of Underlying Rights. On the expiration or other termination of an Underlying Right that is necessary in order to grant, continue or maintain the IRU granted hereunder in accordance with the terms and conditions hereof, MWT shall use all commercially reasonable efforts to renew or obtain the same Underlying Rights which have expired or have been terminated, or if that is not commercially feasible MWT will use all commercially reasonable efforts to obtain at its cost an alternate or substitute Underlying Right sufficient to allow each Party to perform its obligations and to exercise its rights as set forth in this Agreement. If due to the loss of sufficient Underlying Rights during the Term of

this Agreement, MWT is unable to continue to provide Customer the IRU granted pursuant to this Agreement, MWT will notify Customer of the same, and refund to Customer a portion of the paid IRU Fee ("Refund") according to the following formula:

(Number of Years Remaining on the Initial thirty (30) year Term divided by Thirty (30) multiplied times the Paid IRU Fee for the current period = Refund)

Upon payment of the Refund in accordance with this Section, MWT will not be deemed in Default and this Agreement shall automatically terminate.

- 6.4 Relocation. If during the Term, MWT or its parent undertakes a relocation of any part of the MWT System, including any facilities used or required in providing the IRU, MWT shall proceed with such relocation; provided that (a) any such relocation shall be constructed and tested to meet or exceed the Specifications; and (b) the relocation shall be coordinated with Customer to reasonably minimize any effect on the MWT Fibers.

ARTICLE 7. USE OF THE MWT SYSTEM

- 7.1 Obligations. Customer represents, warrants, and covenants that it will use the MWT Fibers in compliance in all material respects with and subject to all applicable government codes, ordinances, laws, rules and regulations.
- 7.2 Use. Subject to the limitations set forth in this Agreement, Customer may use the MWT Fibers for any lawful purpose.
- 7.3 MWT acknowledges and agrees that it has no right to use those twelve (12) strands of dark fiber optic cable MWT Fibers during the Term hereof.
- 7.4 Customer and MWT shall promptly notify each other of any matters pertaining to, or occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the MWT System or the MWT Fibers that are known to such Party.
- 7.5 Customer and MWT shall not unreasonably use their respective facilities or systems in a way that interferes in any way with or adversely affects the other Party's operation of the MWT Fibers or the MWT System or the use of the fibers or cable of any other person using the MWT System. The Parties acknowledge that the use of the MWT System includes or will include other participants, including but not limited to MWT, MWT Affiliates and customers of either.
- 7.6 Use of the Fibers. Subject to the terms of this Agreement, Customer may use the MWT Fibers solely for its own governmental purposes and may not allow any non-governmental use of the MWT Fibers, except that Customer may allow other

governmental entities to use the MWT Fibers solely for governmental purposes or functions..

- 7.7 Liens. Customer shall not cause any part of the MWT System to become subject to any mechanic's, materialmen's or vendor's lien, or any other lien of any kind or nature. If such lien is filed, Customer shall immediately notify MWT in writing and shall promptly cause such lien to be discharged and released of record without cost to MWT, and shall indemnify, defend and hold MWT and MWT's Affiliates harmless against all costs and expenses (including reasonable attorney's fees and court costs at trial and on appeal) incurred in discharging and releasing such lien. Notwithstanding the foregoing, Customer shall have the right to pledge its rights and privileges contained in this Agreement, including the IRU in the MWT Fibers granted pursuant to the terms of this Agreement, to secure financial obligations to lenders.
- 7.8 Customer and MWT each agree in good faith to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

ARTICLE 8. MAINTENANCE AND REPAIR OF THE MWT SYSTEM

- 8.1 Upon and after the Acceptance Date, MWT or its contractor shall provide all maintenance services for the MWT Fibers, which are the services set forth in Subsections 8.2 through 8.8 below (the "Maintenance Services"), during the Term pursuant to the terms and conditions set forth in this Agreement.
- 8.2 MWT shall respond to any interruption of service or a failure of the MWT Fibers to operate in accordance with the Specifications as quickly as reasonably possible (allowing for delays caused by circumstances beyond the reasonable control of MWT) in accordance with the procedures set forth herein.
- 8.3 Upon notification of any interruption of service or failure of the MWT Fibers to operate in accordance with the Specifications, either Party shall notify the other as quickly as practicable. In the case of a Service Outage either Party shall make reasonable attempts to notify the other within fifteen (15) minutes of the outage. In the event of a Service Outage, Customer and MWT will attempt to have service restored or traffic rerouted within four (4) hours using the escalation procedures described in Sections 8.6 and 8.7 and Exhibit C. ~~and Exhibit D.~~
- 8.4 Scheduled Maintenance. Routine maintenance and repair of the MWT Fibers ("Scheduled Maintenance") shall be performed by or under the direction of MWT at its reasonable discretion or upon Customer's request and shall consist of the following services:

- (a) Patrol of the route on a regularly scheduled basis, which will not be less than two (2) times per year;
- (b) Maintenance of a "Call Before You Dig" and "Cable Locate" program for all required and related cable locales;
- (c) Maintenance of sign posts along the route with the number of the local "Call Before You Dig" organization and the "800" number of the "Call Before You Dig" program;
- (d) Provide to Customer emergency contact telephone numbers of MWT and of MWT Affiliate maintenance technicians for the fiber optic cable; and
- (e) When requested by Customer, performance of one (1) Optical Time Domain Reflectometry test annually at 1310 nm and 1550 nm, the results of which will be provided to Customer in a format mutually agreed upon.

8.5. Unscheduled Maintenance. Non-routine maintenance and repair of the MWT Fibers (the "Unscheduled Maintenance") shall be performed by or under the direction of MWT and shall consist of the following services:

- (a) "Emergency Unscheduled Maintenance" in response to an alarm identified by the Dispatch Center (as defined below) or notification by any third party of any failure or interruption or impairment in the operations of the fibers within the MWT System or any event imminently likely to cause failure, interruption or impairment in the fibers. Customer will be immediately notified once MWT is aware of the need for "Emergency Unscheduled Maintenance".
- (b) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent failure, service interruption or impairment in the operation of the fibers within the MWT System not covered by Scheduled Maintenance, pursuant to which Customer shall immediately report the need for Unscheduled Maintenance to MWT and MWT will log the time of the Customer notification, verify the problem and dispatch personnel immediately to take corrective action. Customer will be immediately notified once MWT is aware of the need for "Non-Emergency Unscheduled Maintenance". Customer will be given reasonable opportunity to make preparations for such maintenance and request alternative dates and times for the maintenance to occur. In performing Scheduled Maintenance or Unscheduled Maintenance, MWT shall comply with the Specifications.

8.6 MWT shall maintain a telephone number to contact personnel at the Dispatch Centers. The Dispatch Center personnel shall dispatch maintenance and repair personnel along the MWT System to handle and repair problems detected in the MWT Fibers: (a) through the Customer's remote surveillance equipment and/or

upon notification by Customer or MWT, or (b) upon notification by a third party. MWT and Customer have set forth the numbers for their emergency contact personnel and the procedure for escalation for both Scheduled Maintenance and Unscheduled Maintenance in Exhibit C.

8.7 MWT shall not be responsible for monitoring the performance or operation of the MWT Fibers. In the event that Customer detects a failure in the operation of the MWT Fibers, which may indicate the need for Unscheduled Maintenance, Customer shall report the same to the MWT Dispatch Center. MWT will provide Customer with an escalation contact list.

8.8 Planned Service Work Period. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the Parties. This work should be scheduled during off-peak traffic hours. Major system work, such as hot cuts and pole realignments, will be scheduled during the standard MWT "Maintenance Window" which is defined as that period of time between 12am and 6am Mountain Time, Monday through Thursday and exclusive of holidays. MWT will provide Customer with reasonable advance notice of any Planned System Work Period affecting the MWT Fibers.

MWT shall notify Customer fifteen (15) business days prior to any planned work that could interrupt service on the MWT Fibers and shall immediately notify Customer of any condition outside the control of MWT that in MWT's reasonable judgment could interrupt service of the MWT Fibers.

MWT will send by email to IT@CasperWY.Gov and/or other specified email boxes the written planned or unscheduled non-emergency maintenance notifications. These emails will include: (i) written description of the work being performed and why it is necessary; (ii) any circuit ID and Fiber Span Identifications; (iii) date and time work is to be performed; (iv) impact to MWT Fibers resulting from the work; and (v) expected duration of work.

8.9 MWT shall maintain the MWT System in such a manner which will permit Customer to use the MWT Fibers in accordance with the terms and conditions of this Agreement. Customer will be solely responsible for providing and paying for any and all maintenance of the electronic, optronics and other equipment, materials and facilities used by Customer in connection with the operation and of the MWT Fibers, none of which is included in the Maintenance Services to be provided by MWT hereunder.

8.10. Cable/Fibers.

(a) MWT shall perform Scheduled Maintenance on the MWT Fibers in accordance with the current preventative maintenance procedures, which shall not substantially deviate from standard industry practice.

- (b) MWT shall use reasonable best efforts to have qualified representatives on site at any time it is aware or has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the MWT Fibers.
- (c) Step-in Rights. Except in the event of a Force Majeure Event, MWT shall maintain sufficient capability to teleconference with Customer during an event of Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including, but not limited to, an event of Emergency Unscheduled Maintenance, MWT shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after MWT representatives arrive at the problem site. In order to accomplish such objective, it is understood that the repairs so affected may be temporary in nature. In such event, within twenty-four (24) hours after completion of such Emergency Unscheduled Maintenance, MWT shall commence its planning for permanent repair within an appropriate time thereafter.
- (d) Customer acknowledges and agrees that in the event of damage to the MWT System that adversely affects electric utility operations, first priority shall be given to the restoration of the electric utility operations. Each Party will cooperate with each other to permit the repair of the MWT System as promptly as possible.

8.11 Restoration

- (a) MWT shall reasonably respond to any event giving rise to the need for Unscheduled Maintenance (in any event, an outage) as quickly as possible (allowing for delays caused by Force Majeure Events) in accordance with the procedures set forth herein. When restoring a cut Cable on the MWT System, the Parties agree to work together to restore all service as soon as possible. The MWT's maintenance representatives, upon arriving on the site of the cut, shall determine the course of action to be taken to restore the Cable and shall begin restoration efforts.
- (b) After restoring services specified in 8.10(d), the maintenance representatives shall give first priority to repairing and restoring the fiber strands that are carrying traffic.

8.12 MWT may subcontract any of the Maintenance Services hereunder, provided that MWT shall require the subcontractor(s) to perform in accordance with the requirements set forth herein. The use of any such subcontractor shall not relieve MWT of any obligations hereunder.

8.13 Service Level Agreement ("SLA"): An "Outage" is any individual traffic impairing event, other than one caused by a Force Majeure Event, in which end-to-end transmission (at the minimum fiber transmission specifications set forth in Exhibit B) over any fiber strand within the MWT Fibers is not possible due to physical

damage to the strand. The duration of a Service Outage is measured from the time Customer first contacts the MWT Dispatch Center to open a trouble ticket and the time when the repair has been completed and the affected fiber strand(s) of the MWT Fibers are restored to enable end-to-end transmission according to the fiber transmission specification set forth in Exhibit B ("Specifications"). For each Service Outage event lasting twelve (12) or more hours, MWT shall pay customer One Hundred Dollars (\$100) per location for every twelve (12) hours the outage lasts.

ARTICLE 9.

LIMITATION OF LIABILITY AND INDEMNIFICATION

- 9.1 Limitation of Liability- Exclusion of Damages. EXCLUDING THE EXPRESS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL LOSSES OR DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, LOST PROFITS OR OTHER ECONOMIC LOSS SUFFERED BY SUCH OTHER PARTY), WHETHER OR NOT FORESEEABLE, AS A RESULT OF THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, OR ITS ACTS OR OMISSIONS RELATED TO THIS AGREEMENT OR ITS USE OF THE MWT OR MWT'S PARENT OR AFFILIATE SYSTEM, WHETHER OR NOT ARISING FROM SOLE, JOINT, CONCURRENT NEGLIGENCE, STRICT LIABILITY VIOLATION OF LAW , BREACH OF CONTRACT, BREACH OF WARRANTY OR ANY OTHER SOURCE WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM ANY SUCH CLAIM.
- 9.2 Except as otherwise expressly provided herein, MWT (the "Indemnifying Party") shall release, defend and indemnify the Customer and its Affiliates, officers and directors (each, an "Indemnified Party") and hold the Customer harmless from and against any injury, loss, liability or damage (including reasonable attorneys' fees and expenses) to a third party arising out of or resulting from the negligence or willful misconduct of MWT, its employees, Affiliates, or agents, in connection with the performance or omission by MWT of its obligations or exercise of its rights under this Agreement. MWT shall release, defend and indemnify the Customer and its Affiliates, officers and directors and hold the Customer harmless from and against any injury, loss, liability or damage (including reasonable attorneys' fees and expenses) to a third party arising out of or resulting from the failure of MWT

to obtain and maintain in full force and effect any of the Underlying Rights in accordance with this Agreement.

9.3 Notwithstanding any other provision in this Agreement, in the case of any claim, injury, loss, or damage alleged or claimed by a “customer” of MWT or MWT’s Affiliates, MWT shall defend and indemnify the Customer and its Affiliates (the “Indemnified Party”) against any and all such claims or losses by MWT’s own “customer” regardless of whether the underlying interconnection, function, product or service giving rise to such claim or loss was provided or provisioned by MWT. For purposes of this Section the term “customer” shall not include either of the Parties to this Agreement.

9.4 Indemnification Procedures

- (a) Whenever a claim shall arise for indemnification, the Indemnified Party, as appropriate, shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same.
- (b) The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.
- (c) Upon accepting the defense, the Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- (d) At any time, the Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- (e) With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.

- (f) If the Indemnifying Party does not accept the defense of any indemnifiable claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- (g) In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.

9.5 When the lines or services of other companies and telecommunications carriers are used in establishing connections to and/or from points not reached by the MWT Fibers, MWT shall not be liable for any act or omission of the other companies or telecommunications carriers, their agents or contractors.

ARTICLE 10. INSURANCE

- 10.1 The Customer is insured as part of a local government pool, the Wyoming Association of Risk Management (WARM). Customer shall keep its insurance in place with WARM or another local government pool as required by Wyoming Statutes.
- 10.2 At all times during the Term MWT shall procure and maintain in force, at its own expense, the following insurance programs provided by insurers rated AM Best A or better:
 - (a) Comprehensive commercial general liability insurance, written on an occurrence form, with a combined single limit for bodily injury and property damage, including: products liability (including completed-operations coverage), coverage for contractual liability, broad form property damage, personal and advertising injury in the amount of two hundred and fifty thousand dollars (\$250,000) per occurrence and five hundred thousand (\$500,000) in the aggregate;
 - (b) worker's compensation insurance in amounts required by applicable law and employers' liability insurance with a limit of at least one hundred thousand dollars (\$100,000) per occurrence;

- (c) automobile liability insurance covering death or injury to any person or persons or damage to property arising from the operation of vehicles or equipment, with limits of not less than two hundred thousand dollars (\$200,000) per occurrence;
 - (d) excess coverage to follow the form of the general liability insurance described in Section 10.2 (a) in the amount of five million dollars (\$5,000,000);
 - (e) to the extent Customer performs work on the MWT Fibers that requires access under any of MWT's right-of-way agreements with third parties, any other insurance coverages specifically required by such right-of-way agreements, which coverage requirements have been disclosed to Customer by MWT prior to commencement of the work; and
 - (f) The parties agree and understand that the comprehensive commercial general liability limits in Section 10.2 (a) are the maximum amounts for which the City may be liable under the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.* If the Wyoming Legislature increases the amount for which the City may be liable under the Governmental Claims Act, MWT's comprehensive commercial general liability insurance shall increase accordingly, to the maximum amount for which the City may be liable thereunder.
- 10.3 In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided above, the Party carrying such coverage shall make good-faith efforts to pursue such claim with its carrier.
- 10.4 Certificates of insurance evidencing the insurance programs described in this Agreement shall be delivered by each Party within thirty (30) days of execution of this Agreement. Each Party's policies shall contain express conditions that: (i) the other Party shall be given written notice within thirty (30) days of any modification or termination of any programs of insurance; and (ii) such Party's insurance providers agree to waive any and all rights of subrogation that they have or may have against the other Party. Each Party waives any rights of subrogation against the other Party for claims arising out of the negligence or misconduct of such Party, its contractors, or any other entities associated with such Party. In the event MWT elects to retain the services of a subcontractor to perform any of the Maintenance Services, MWT shall require the subcontractor, as part of its contract with MWT to maintain insurance policies with the coverages set forth in this Article. Each Party shall be responsible for its respective retention or deductible payments.

ARTICLE 11
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ARTICLE 12.
NOTICES

- 12.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be given by the United States first class mail, postage prepaid, registered or certified, return receipt requested, by hand delivery (including by means of a professional messenger service), or by overnight delivery service addressed as follows:

All administrative notices and other communications shall be given via e-mail to Customer at: IT@CasperWY.Gov.

All invoices by MWT to Customer hereunder shall be mailed or hand delivered to the following address:

City of Casper, WY
Attn: Accounts Payable
200 N David St
Casper, WY 82601

Or via email at: AccountsPayable@CasperWY.Gov

All default notices delivered shall be mailed or hand delivered to the Customer at the following address:

City of Casper, WY
Attn: Accounts Payable
200 N David St
Casper, WY 82601

With a copy to:

City of Casper, WY
Attn: City Manager's Office
200 N David St
Casper, WY 82601

All notices and other communications shall be given to MWT at:

Mountain West Technologies Corporation
Attn: Kyle Ridgeway – President
400 E. 1st Street, Suite 307
Casper, WY 82601
P.O. Box 2588
Casper, WY 82602

with copy to:
Mountain West Technologies Corporation
Attn: IRU Contracts
P.O. Box 2588
Casper, WY 82602

Any such notice or other communications shall be deemed to be served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, on the day after being sent when sent by overnight delivery service, or five (5) United States Postal Service business days after deposit in the mail when sent by U.S. mail. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

ARTICLE 13. CONFIDENTIALITY

- 13.1 As used herein, "Confidential Proprietary Information" shall mean all confidential proprietary materials, maps, and other documents that are marked confidential and disclosed by the Parties to each other in fulfilling the provisions and intent of this Agreement, as well as confidential propriety information that is orally disclosed, provided that, for information that is orally disclosed, the disclosing Party indicates to the recipient at the time of disclosure of the proprietary nature of the information. Confidential Proprietary Information under the Wyoming Public Records Act, W.S. §16-4-201 *et seq.*, shall not be disclosed or released to anyone other than designees of the Parties who need to know the information and shall be held by the Parties in confidence to the extent permitted under the Wyoming Public Records Act.
- 13.2 Notwithstanding anything to the contrary herein, Confidential Information shall not include information (a) that the receiving Party can demonstrate by competent proof to have been in the receiving Party's possession prior to the disclosing Party's disclosure of such information to the receiving Party, (b) that is generally available to the public other than as a result of disclosure by or at the direction of the receiving Party, (c) is furnished to the receiving Party by a third party without restriction on disclosure and that was not received directly or indirectly from the disclosing Party, or (d) that the receiving Party can demonstrate by competent proof to have been

independently developed by the receiving Party (e) information that must be disclosed under the Wyoming Public Records Act. W.S. §16-4-201 *et seq.*

- 13.3 Nothing herein shall be construed as granting to either Party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other Party.
- 13.4 Upon termination of this Agreement for any reason or upon the request of the disclosing Party, the receiving Party shall return or destroy all Confidential Proprietary Information, together with any copies of same, to the disclosing Party; provided, that the receiving Party may retain, to the extent required by law or customary record keeping policies, one copy of the Confidential Proprietary Information; provided, further, that electronic archival copies of the Confidential Proprietary Information need only be destroyed in accordance with the receiving MWT's standard destruction policy. The Customer shall retain records as required by Wyoming Statutes §§ 9-2-405 through 9-2-413.
- 13.5 Neither Party shall, without first obtaining the written consent of the other Party, use any trademark or trade name of that other Party.
- 13.6 The provisions of this Article shall survive the expiration or other termination of this Agreement for a period of five (5) years.

ARTICLE 14. DEFAULT, WAIVER AND REMEDIES

- 14.1 Default. A default shall be deemed to have occurred under this Agreement if:
 - (a) in the case of a failure to pay any amount when due under this Agreement a Party fails to pay such amount within thirty (30) days after written notice specifying such failure, or
 - (b) in the case of any other material breach of this Agreement, a Party fails to cure such breach within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.
- 14.2 Waiver. A waiver by either Party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.
- 14.3 Remedies. In the event of any default due to failure to timely pay hereunder, the non-defaulting Party may terminate this Agreement, retain all monies paid and/or pursue any legal remedies it may have under applicable law or principles of equity, including specific performance. The Parties acknowledge and agree that irreparable

damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance of the obligations hereunder and/or injunctive relief, this being in addition to any other right or legal remedy available to such Party.

ARTICLE 15.
TERMINATION

- 15.1 This Agreement shall automatically terminate on the expiration of the Term or earlier as provided in this Agreement, or upon occurrence of a default as specified in Article 14. Upon expiration of the Term or other termination of this Agreement, the IRU shall immediately terminate and all rights of Customer to use the MWT System shall cease, all rights to use of the MWT Fibers shall revert to MWT, and MWT shall owe Customer no further duties or consideration; provided, however, that, either Party may pursue any legal remedies it may have relating to a termination of this Agreement due to a default specified in Article 14, or seek such other remedies as permitted by law and this Agreement. Upon the termination of this Agreement, Customer shall promptly remove all of its electronics, equipment or other property from the MWT Fibers and at any related MWT facilities at its sole cost and under the supervision of MWT. Termination of this Agreement shall not affect the rights or obligations of either Party that have arisen before the date of termination or expiration. Nor shall termination extinguish those rights or obligations which are expressly noted in this Agreement to survive termination of the Agreement.

ARTICLE 16.
FORCE MAJEURE

- 16.1 Neither Party shall be liable to the other Party, and each Party's performance under this Agreement shall be excused, if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions (each a "Force Majeure Event"), and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; explosion; vandalism; power outage or blackouts; earthquake; lightning; tornado; ice storm; shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefor; government codes or regulations or restrictions; war or civil disorder; strikes or other labor disputes; strikes not attributable to the acts of a party at odds with applicable law, other major weather or environmental conditions, inability to secure equipment through normal supply chains, insurrections, terrorist acts, inability of MWT to obtain access to the MWT System due to causes beyond MWT's reasonable control; Cable or other material failures caused by any of foregoing conditions; pandemics, epidemics, or any other cause beyond the reasonable control of such Party; provided the non-performing party (a) gives prompt written notice of such event, The Party claiming

relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

- 16.2 If any of the events described in Section 16.1 continues for a total of forty-five (45) or more consecutive days, Customer may terminate this Agreement by notice to MWT and this Agreement shall be deemed to have been terminated by Customer, effective as of the date of Customer's notice, and MWT shall refund a prorated portion of the IRU Fee based on the remaining Term.

ARTICLE 17.

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ARTICLE 18

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ARTICLE 19.

ASSIGNMENT AND CUSTOMER FIBER TRANSFERS

- 19.1 Except as specifically provided in this Article, neither Party shall transfer or assign all or any part of its interest in this Agreement, or delegate any duties, burdens or obligations arising hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- (a) A transfer or assignment in violation of this Article shall constitute a material breach of this Agreement.
 - (b) Customer shall not sell IRU's in, lease or sub-lease the MWT Fibers.
 - (c) Nothing in this section shall be construed to otherwise restrict the sale by Customer of the telecommunications circuits or capacity in the IRU.
 - (d) Nothing in this section shall be construed to otherwise restrict the sale or lease of the remainder of the fibers owned by MWT.
- 19.2 Exceptions. MWT may, without prior consent of, but on prior notice to Customer, sell or assign this Agreement or its rights hereunder to any company with which MWT is merged or consolidated, or that acquires substantially all of the assets of MWT. However, in that event, Customer shall retain all of its rights under this Agreement.

19.3 [INTENTIONALLY LEFT BLANK]

- 19.4 Each Party shall have the right at any time to mortgage, create or provide for a security interest in, or convey in trust all or part of its interest in this Agreement, under deeds of trust, mortgages, indentures or security agreements, as security for its present or future bonds or other obligations or securities, without the need for consent of the other Parties; provided, however, the assigning Party shall remain liable for all of its obligations hereunder.
- 19.5 Upon a permitted assignment, the assignor shall be relieved of its obligations hereunder as the assignee shall agree in writing to be bound by and to assume the rights and obligations of the assigning party of this Agreement.

ARTICLE 20.
REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

20.1 Each Party represents and warrants that:

- (a) it has the full right and authority to enter into, exercise, deliver and perform its obligations under this Agreement;
- (b) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditor's rights and general equitable principles;
- (c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body; and
- (d) The execution, delivery and performance of this Agreement by such Party has been duly authorized by all requisite corporate or other entity action, and the signatories for such a Party thereto are authorized to sign.

20.2 MWT represents and warrants to Customer that:

- (a) its ownership, operation and maintenance of the MWT System will substantially comply with all applicable local, municipal, state or federal laws, orders and regulations; and
- (b) it has obtained and shall maintain all necessary Underlying Rights, permits and other governmental and third-party approvals required for installation and maintenance of the MWT System, the performance of its obligations under this Agreement and Customer's use of the MWT Fibers during the Term.

20.3 Customer warrants to MWT that:

- (a) All approvals, authorities or other actions by governmental authorities, or filings with any such authorities, have been (or will be) obtained or accomplished in connection with the execution, delivery and performance by Customer of this Agreement.
- (b) Except as otherwise disclosed to MWT in writing prior to the execution hereof, there are no actions, suits or proceedings pending or overtly threatened against Customer before any court or administrative agency that would materially impair Customer's performance of its obligations under this Agreement.

ARTICLE 21.
GENERAL

- 21.1 Binding Effect/Third Party Beneficiaries. This Agreement and each Party's respective rights and obligations under this Agreement shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns. Nothing in this Agreement shall be deemed to make any person a third-party beneficiary of this Agreement.
- 21.2 Waiver. No delay or omission by either Party to exercise any right or power occurring upon non-compliance or failure of performance by the other Party, nor any custom or practice which may arise between the Parties in the administration of any part of this Agreement shall be construed to waive or lessen the right of a Party to insist upon the performance by the other Party in strict accordance with the provisions hereof. The failure of any Party hereto to enforce any provisions 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. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.
- 21.3 Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Wyoming, without reference to its choice of law principles and venue shall be in Wyoming.
- 21.4 Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the

plural connotation shall be interpreted as singular, as the identity of the Parties or objects referred to may require.

- (a) Unless expressly defined herein, words having well known technical or trade meanings shall so be construed. All listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.
- (b) Except as set forth to the contrary herein, any right or remedy of Customer or MWT shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.
- (c) With the exception of specific provisions benefiting Affiliates of a Party, nothing in this Agreement is intended to provide any legal rights to any party not executing this Agreement.
- (d) This Agreement has been fully negotiated between and jointly drafted by the Parties.
- (e) All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date expressly specified herein. Except as specifically set forth herein, for the purpose of this Agreement, the standards and practices of performance within the telecommunications industry in the relevant market shall be the measure of a Party's performance.

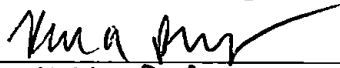
21.5 Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. Both parties agree that this agreement is a joint work product of both parties.

21.6 No Personal Liability. Each action or claim against any Party arising under or relating to this Agreement shall be enforceable only against such Party as a business entity, and any liability relating thereto shall be enforceable only against the business assets of such Party. No Party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, member employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations of this Section.

- 21.7 Relationship of the Parties. The relationship between Customer and MWT shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purpose, including, but not limited to federal income tax purposes. Customer and MWT, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.
- 21.8 Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 21.9 Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
- 21.10 Governmental Claims. The Customer 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 Customer specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- 21.11 Audit. MWT shall cooperate fully with any such independent auditor or accountant retained by Customer during the entire course of any audit of the Customer authorized by the Customer.
- 21.12 Personnel. MWT represents that it has, or will secure, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the Customer. All of the services required shall be performed by MWT, or under its supervision, and all personnel engaged in the work shall be fully qualified. All personnel employed by MWT shall be employed in conformity with applicable local, state or federal laws.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

Mountain West Technologies Corporation

By: 
Name: Kyle Ridgeway
Title: President

City of Casper, Wyoming

By: _____
Name: _____
Title: _____

GLOSSARY OF TERMS

In addition to the terms that are defined elsewhere in this Agreement, the following terms shall have the stated definitions in this Agreement.

“Acceptance Date” is defined in Section 3.1.

“Affiliate” means with respect to any entity, any other entity controlling, controlled by or under common control with such entity, whether directly or indirectly through one of more intermediaries. For purposes of this definition, “control” and its derivatives mean legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the outstanding voting capital stock (or ownership interest, if not a corporation) of an entity or management or operational control over such entity. For MWT, Affiliate shall include Range Telephone Cooperative, Inc. and RT Communications, Inc.

“Annual Maintenance Fee” is defined in Section 8.14.

“Authorization(s)” shall mean all applicable governmental or non-governmental licenses, easements, rights of way, conduit, pole attachment and other facilities or property rights, licenses, contracts, franchises, approvals, permits, orders consents and all other rights required for MWT to provide the Fiber to Customer pursuant to this Agreement.

“Cable” means the fiber optic cable and the fibers contained therein, and associated splicing connections, splice boxes and vaults installed or to be installed by MWT as part of the MWT system.

“Chronic Service Outage” shall mean the MWT Fibers experience four (4) instances of eight (8) hours or greater of Service Outages in any forty five (45) day period.

“Delivery Date” shall mean the date that the IRU will be available for use at the fiber distribution panels designated by MWT hereunder.

“Force Majeure Event” means an event described in Article 16.

“Indefeasible Right of Use” or “IRU” means a form of interest in a telecommunications system in which the holder of the interest possesses a right to use the telecommunications system, but not ownership of the system.

“IRU Fee” is defined in Section 2.1.

“Optical Time Domain Refectory” is a test that monitors the light reflections on a pulse of light in a fiber.

“Point of Interconnect or POI” shall mean the location where Customer’s cable interconnects with MWT fiber optic cables. Each POI will consist of a hand hole and fiber optic splice closure designated and installed by MWT where connection of the dark fibers

provided by MWT to Customer under this Agreement is spliced to Customer's own fiber optic facilities. Customer is responsible for the installation of its own fiber optic facilities up to each POI designated by MWT under Exhibit A of this Agreement.

"Planned Service Work Period" is defined in Section 8.8 and notification requirements in Section 6.6 and 6.7.

"Reasonable Best Efforts" when used herein in connection with a covenant of a Party, shall not obligate such party, unless otherwise specifically required by the operative terms of this Agreement, to make unreimbursed expenditures (other than costs or expenditures that would have been required of such party in the absence of the requirements of such covenants) that are material in amount, in light of the circumstances to which the requirement to use best efforts applies.

"Service Outage" shall mean a complete interruption, severe degradation, or failure of communication on the Customer's MWT Fibers between Meet Point Facilities, not caused by Force Majeure Event, Planned Service Work Period which occurs during the hours specified in the notice provided to Customer, or Customer's acts or Customer's Equipment.

"Specifications" shall mean the fiber transmission specification set forth in Exhibit B for which the MWT Fibers shall always adhere to.

"Underlying Rights" shall mean all Authorizations, deeds, leases, easements, rights of way, licenses, franchises, permits and other rights, titles or interests as are necessary for the construction, installation, operation, maintenance and repair of the MWT System.

Exhibit A
MWT Fibers

Exhibit A is for the utilization of twelve (12) strands of dark fiber optic cable, as more fully described below. This Exhibit A is attached to and incorporated into the Agreement. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. **Order.** Customer hereby orders twelve (12) fiber optic strands of cable along, all pursuant to and in accordance with the terms of the Agreement. The order consists of twelve (12) strands of all MWT fiber optics within the greater Casper area, including demarcation points to the following locations:

- City Hall 200 N David St
- Recreation Center - 1801 E 4th
- Cemetery - 1860 E 12th
- Water Distribution Garage - 1600 SW Wyoming Blvd
- Ford Wyoming Center - 1 Events Dr
- City Garage – 1800 E K St
- Fire Station 1 – 200 W 1st St
- Fire Station 2 – 4000 S Coffman Ave
- Fire Station 3 – 2140 E 12th St
- Fire Station 5 – 555 Landmark Dr
- Fire Station 6 – 185 Valley Dr
- Municipal Golf Course – 2120 Allendale Blvd
- Metro Animal Control – 2392 E Metro Rd
- Casper Business Center – 123 W First Street

Demarcation Points (AKA POI): (Location(s) where fibers will be delivered)

IRU Fee: \$1,013,618, payable in accordance with the Agreement.

Annual Maintenance Fee: \$0.00

Delivery Date: Fiber installation and availability will be completed no later than September 30th, 2025.

Route Description:

Route Map: The map depicting the route path to each facility is attached as **Exhibit D which is a confidential exhibit to this Agreement** under Wyoming Statute section 16-4-203(d)(v) of the Wyoming Public Records Act. Lines displayed in Yellow are existing and Customer owned that will be licensed to MWT. Lines in Red and Green are owned by MWT.

Customer Responsibility: It is Customer's responsibility to ensure all the work on its side of the POI is completed prior to the desired due date. This includes, but is not limited to Customer securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations, which may include the need to secure construction permits and underlying rights, access agreements, access fees, lateral fees, riser fees, cross-connects, coordination at any third party owned location, and, where applicable, necessary space for MWT's fiber termination panel.

Exhibit B

Fiber specifications and acceptance testing

Terrestrial Only

SPECIFICATIONS

The fiber optic cable shall be single-armored unless otherwise approved by Customer and shall conform to all of the requirements set forth on Schedule 1 to this Agreement, which are incorporated herein by this reference.

Optical Cable with Non-Zero Dispersion –Shifted Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- Total Dispersion = 2.0 - 6.0 ps/nm-km for 1530 nm to 1565nm
4.5 – 11.2 ps/nm-km for 1565nm to 1625nm

Optical Cable with Single Mode Fiber

- ♦ Attenuation at 1310 nm = 0.40 dB/km max
- ♦ Attenuation at 1550 nm = 0.30 dB/km max
- ♦ Zero Dispersion wavelength = 1300 to 1322nm
- ♦ Dispersion slope $\leq .092$ ps/nm²*km typical

Optical Cable with Negative Dispersion Single Mode Fiber

- ♦ Attenuation at 1550 nm = 0.27 dB/km max
- ♦ Attenuation at 1310 nm = 0.50 dB/km max
- Total Dispersion = -10.0 to -1.0 ps/(nm*km) for 1530 nm to 1605nm

ACCEPTANCE TESTING

All splicing and testing shall be performed with industry-accepted equipment. MWT has performed testing of the Downtown after construction of the Fibers and met the specifications. MTW will allow and assist the Customer in testing the MWT Fibers to satisfy themselves that the specifications have been met. Industry accepted Optical Time Domain Reflectometer (OTDR) and Optical Power Loss tests shall be performed.

1.1 Splicing Standards are as follows for standard single mode fiber:

Splices shall be qualified during the initial construction with an OTDR from only one direction. Connector (pigtail) splices shall be qualified with a 1-km launch reel minimum. Unidirectional acceptance parameters are .2 dB loss at 1550nm.

After end-to-end (site-to-site) connectivity on the fibers, bi-directional span testing shall be done at both 1550nm and 1310nm. Spans in excess of 60km shall be tested at 1550nm only, 1310nm Testing will be omitted unless specifically requested by the customer. Test results from spans in excess of 60km will have no bearing on route or system acceptance and shall be provided as information only. These measurements must be made after the splice manholes or hand holes are closed in order to check for macro-bending problems. Connectors shall be cleaned as necessary to ensure accurate measurements are taken.

Installed loss measurement at 1310nm and 1550nm shall be recorded using an industry-accepted laser source and power meter. Continuity testing shall be done on all fibers concurrently. Bi-directional acceptance parameters are as follows: 0.15 dB at 1550nm and/or 0.20dB at 1310nm.

The objective loss value of the connector and its associated splice shall be 0.50dB or less. This value does not include the insertion loss from its connection to the FDP. Connectors shall be Ultra SC-UPC with conventional single mode glass.

The end-to-end loss value as measured with an industry-accepted laser source and power meter should have an attenuation rating of less than or equal to the following:

- At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.
- At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.20 \text{ dB} \times \text{number of splices})$.

1.2 All splices shall be protected with heat shrinks. An industry-accepted non-encapsulated splice enclosure shall be used on all splices (like Alcatel WTC2, PLP Coyote, Lucent 2600, 3M 2178, Tyco 450-D or Windsor.)

1.3 The entire fiber optic system shall be properly protected from foreign voltage and grounded with an industry-accepted system.

EXHIBIT C

EMERGENCY CONTACTS FOR OUTAGES AND EMERGENCY NON- SCHEDULED DISPATCH

ROUTINE AND EMERGENCY CONTACTS					
MWT			Customer		
NAME	TYPE	NUMBER	NAME	TYPE	NUMBER
Business Hours	Ph.	307-233-8400	Info. Tech.	Ph.	307.235.8422
After Hours	Ph.	307-233-8330	Police Dispatch	Ph.	307.235.8278
FAX	Ph.	307-462-4167			
Escalation.	Ph.	307-233-8555			

RESOLUTION NO. 22-163

A RESOLUTION AUTHORIZING AN IRU AGREEMENT BETWEEN THE CITY OF CASPER AND WERCS COMMUNICATIONS INC., D.B.A. MOUNTAIN WEST TECHNOLOGIES CORPORATION FOR FIBER OPTIC CABLING SERVICES.

WHEREAS, the City of Casper desires to enter into an agreement with Mountain West Technologies Corporation, for fiber optic cabling services, and,

WHEREAS, Mountain West Technologies Corporation is able and willing to provide the services; and,

WHEREAS, the fees for said services are set forth in the above-referenced 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, an IRU Agreement between the City of Casper and Mountain West Technologies Corporation, in the amount of One Million Thirteen Thousand Six Hundred Eighteen Dollars (\$1,013,618), is hereby accepted.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2022.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

August 22, 2022

TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, Public Services Director
Shad Rodgers, Streets Manager

SUBJECT: Authorizing a Professional Services Contract with Desert Mountain Corporation, for the purchase of 3,000 tons of Category 2, solid anti-icer/deicer, in the amount of \$329,580, as part of the Streets Ice Slicer Procurement, Project No 22-049.

Meeting Type & Date:

Regular Council Meeting, September 20, 2022

Action Type:

Resolution

Recommendation:

That City Council, by Resolution, a Professional Services Contract with Desert Mountain Corporation, for the purchase of 3,000 tons of Category 2, solid anti-icer/deicer, in the amount of \$329,580, as part of the Streets Ice Slicer Procurement, Project No 22-049.

Summary:

The Casper Streets Division orders approximately three thousand (3,000) tons/year of Category 2, solid anti-icer/deicer (or “ice slicer”) for use in winter streets operations and snow plowing.

The Purchase of 3,000 tons of ice slicer will be made from Wyoming Department of Transportation bids received August 18, 2022 with Desert Mountain Corporation (Riverton, WY) as the low bidder and supplier. As part of the bids, municipal agencies may purchase materials from the bid price submitted by the low bidder through a direct contract. The bid price submitted by Desert Mountain Corporation was \$329,580 for 3,000 tons at a unit price of \$109.86 per ton.

The procured ice slicer will be stored in the Ice Slicer Storage Building at the Casper Service Center, 1800 East K Street.

City Staff recommends the purchase of 3,000 tons of ice slicer through a Professional Service Contract with Desert Mountain Corporation in the amount of \$329,580.

Financial Considerations:

Funding from Budgeted Balefill Reserves Included in FY22 Budget, GL Account 2060043-6113 Gas/Fuel.

Oversight/Project Responsibility:

Shad Rodgers, Streets Manager

Memo-Professional Services Contract
Desert Mountain Corporation
Streets Ice Slicer Procurement
Project No. 22-049

Attachment:

Resolution

Professional Services Contract

CONTRACT FOR PROFESSIONAL SERVICES

PART I - AGREEMENT

This Contract for Professional Services ("Contract") is entered into on this 20 day of September 2022, 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. Desert Mountain Corporation, P.O. Box 622, Riverton, Wyoming, 82501 ("Contractor").

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

RECITALS

A. The City is undertaking a project to procure ice slicer for de-icing streets for street plowing operations.

B. The project requires professional services for 3,000 tons of Category 2, solid anti-icer/deicer.

C. The Contractor represents that it is ready, willing, and able to provide the professional services to City as required by this Contract.

D. The City desires to retain the Contractor for such services.

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

1. SCOPE OF SERVICES:

The Contractor shall perform the following services in connection with and respecting the project:

1. Provide, supply and deliver, F.O.B Destination, 3,000 tons of Category 2 Solid Anti-Icer/Deicer at a Unit Price of \$109.86 per ton. Delivery Point shall be 1800 East K Street, Casper, WY, 82601.

2. All work shall comply with the Wyoming Department of Transportation Special Provisions For Furnishing Anti-Icers/Deicers, June 29, 2022, Bid No. 22-190AC

(Exhibit A) and the Wyoming Department of Transportation Standard Specifications For Anti-Icers/Deicers, June 29, 2022, Bid No. 22-190AC (Exhibit B), attached hereto and made a part of this Contract.

2. TIME OF PERFORMANCE:

The services of the Contractor shall be undertaken and completed on or before the 30th day of September 2023.

3. COMPENSATION:

In consideration of the performance of services rendered under this Contract, the Contractor shall be compensated for services performed in accordance with paragraph 1, not to exceed a sum of Three Hundred Twenty-Nine Thousand Five Hundred Eighty and 00/100 Dollars (\$329,580.00).

4. METHOD OF PAYMENT:

Plus the applicable WYDOT approved fuel surcharge chart

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.

APPROVED AS TO FORM

Walker Frost

ATTEST

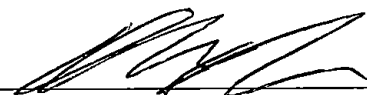
CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

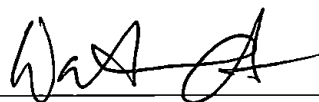
WITNESS

CONTRACTOR
Desert Mountain Corporation

By: 

Printed Name: Alex Sveda

Title: City Engineer

By: 

Printed Name: Dalton Alton

Title: Corporate Secretary

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 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 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. There shall be no increase in the amount of Contractor's compensation unless approved by Resolution adopted by City.

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 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. GOVERNING LAW AND VENUE:

This Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall

be the Seventh Judicial District, Natrona County, Wyoming. The Contractor shall also comply with all applicable laws, ordinances, and codes of the local, state, or federal governments and shall not trespass on any public or private property in performing any of the work embraced by this Contract.

9. 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 Contractor shall be employed in conformity with applicable local, state or federal laws.

10. 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.

11. INSURANCE AND INDEMNIFICATION:

A. **Prior to the commencement of work**, 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 Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location (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 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*

Contractor hereby grants to 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. 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*

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: 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. 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, 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*

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*

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

10. *Special Risks or Circumstances*

City reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- E. 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.

12. 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 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.

13. INTENT:

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 Contractor shall perform all of the services for the compensation set forth in this Contract. 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. Contractor agrees that it has carefully examined the Scope of Services, and that the compensation is adequate for performance of this Contract.

14. 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.

15. 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.

16. 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.

17. ELECTRONIC SIGNATURES:

The parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Contract as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either party would like a paper copy of this Contract, they may request a copy from the other party, and the other party shall provide it.

**WYOMING DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS FOR FURNISHING
ANTI-ICERS/DEICERS**

**June 29, 2022
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Bid No. 22-190AC**



1. Addenda

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to the Contract shall be incorporated into and become part of this Contract. Any addenda issued shall be posted with the bid on the Public Purchase website. It will be the Bidder's responsibility to check for and acknowledge any and all addenda. Any and all addenda shall be acknowledged on the bid proposal form or by uploading the addendum with their bid on Public Purchase.

2. Scope

It is the intent of this Invitation to Bid to establish prices on an open-end blanket basis for individual deliveries of liquid and solid anti-icers/deicers. Deliveries shall be F.O.B. delivery stations as indicated on the Proposal.

3. Contract period

Contract shall commence October 1, 2022 and end September 30, 2023.

4. Specifications

- 4.1 Wyoming Department of Transportation Standard Specifications for LIQUID and SOLID Anti-icers/Deicers, attached hereto.
- 4.2 All items quoted must be in compliance with the specifications and provisions described herein. Only bids meeting bid specifications will be considered for award of this bid.
- 4.3 Exceptions taken by any bidder may cause a bid to be considered non-responsive and rejected.

5. Required Submittals

- 5.1 Space is provided on the bid proposal for trade identification of designate product bid which must be filled in by the bidder to receive consideration in bid award.
- 5.2 Bids shall be accompanied with all information required in Section 19, Acceptance, as described in Subsection 17.2.(1-3), Vendor Quality Control (QC), of these Special Provisions. All documents must be clearly legible. Information submitted must be sufficient in detail to address all specification requirements per contract terms. This information must be submitted with your bid or bid will be considered non-responsive and rejected.

6. Estimated volume

The quantities shown as estimates are not exact and are given for the purpose of comparing bids upon a uniform basis. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

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7. Bid Award

- 7.1 Bids will be considered at the Wyoming Transportation Commission at its meeting of August 18, 2022.
- 7.2 Award will be made on a total lump sum basis per category, per district.
- 7.3 Bidders are required to bid on all locations within the district(s) on which they are bidding or their proposal will not be considered for that district. Award will be made by district and by category. Bidders are not required to bid on all districts or both categories within a district. Pricing for all sites within a district must be provided to receive consideration for that district/category.
- 7.4 Although award may be made for deliveries under the item, the State of Wyoming will not be obligated to make any purchase thereunder should no deliveries be required.
- 7.5 This contract may be terminated for failure to provide the products enumerated herein.

8. Ordering

Each contract will be covered by a purchase order issued by the Procurement Services Manager and will cover the contract period expenditure. Orders will be placed, as needs occur, by the District Maintenance Engineer or his authorized representative.

9. FOB Point

Bids must be FOB Destination, freight pre-paid and allowed to be considered.

NOTE: FOB POINTS are approximate only. Contractor/Vendor is responsible for delivery to exact location as determined in conjunction with the WYDOT Staff Technician.

10. Deliveries

- 10.1 The successful bidder will be required to furnish such quantities at the locations for which award is made within **10 business days after notification of order**. Bidders are to do everything possible within the realm of their ability to control the stated deliveries. If the vendor is unable to supply requested supplies/services within the designated time, due to factory delay, strike or what the vendor feels are "reasonable or uncontrollable circumstances", the vendor must notify the Department of the delay and the anticipated delivery date. Failure to comply with this requirement will result in the assessment of liquidated damages for non-delivery.
- 10.2 Due to the critical nature of this requirement, liquidated damages resulting from failure to meet the delivery date will be charged against the vendor. Late shipments will be assessed a 10% price reduction, not as penalty but as liquidated damages to defray lost time expenses. All price adjustments will be based on the prices quoted by the bidder.
- 10.3 The Wyoming Department of Transportation reserves the right to procure the necessary material on the open market if the supplier cannot produce and/or deliver the product as requested, in which event, the extra cost of procuring the material may be charged against the vendor and deducted from any monies due or which may become due him.

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10. Deliveries (cont.)

- 10.4 Shipments must arrive at destinations during normal working hours Monday through Friday only, unless the vendor gets approval and makes arrangements with the receiving facility twenty-four (24) hours in advance of any anticipated delivery during non-business hours. Hauler must call the Department destination at least 100 miles out to confirm time of shipment.
- 10.5 The hauler must have the capability of transferring LIQUID Anti-icers/Deicers to purchaser's storage tanks. Tanks will be fitted with a three-inch male pipe fitting to allow for unloading of product. All SOLID Deicers will be bulk shipments. The hauler must have the capability of unloading the material without the aid of Department personnel or equipment.
- 10.6 The Wyoming Department of Transportation will place minimum orders for SOLID Deicers of approximately 25 tons (single load). Delivery of split loads will be performed at the Department's request, and the vendor will deliver a tanker or truck load of material to more than one (1) location within the district. The Department will pay the vendor an additional \$50.00 per delivery location in addition to the original delivery location.
- 10.7 All shared (split) loads of LIQUID Anti-icers/Deicers shall be total a minimum of 4,000 gallons. Delivery of split loads will be performed at the Department's request, and the vendor will deliver a tanker or truckload of material to more than one (1) location within the district. The Department will pay the vendor an additional \$50.00 per delivery location in addition to the original delivery location.
- 10.8 If orders of SOLID Deicers larger than 50 tons (2 loads) per location are placed, 50 tons of that order must be delivered within the specified time period or liquidated damages may apply. If the vendor cannot deliver the entire order at once, the balance must be delivered on daily deliveries beginning immediately after the first delivery until the order is fulfilled, or as agreed to by the Department.
- 10.9 Delivery must be made by trucks that have undergone a thorough cleaning for the purpose of assuring that the LIQUID Anti-icer/De-icer is not contaminated by foreign material. Material portraying uncharacteristic traits when delivered may be immediately rejected at the option of the buyer or their representative at the delivery location, at the vendor's expense.
- 10.10 LIQUID Anti-icers/Deicers must be uniformly pre-mixed to the appropriate concentration before the product is placed on a delivery truck. Vendor must supply a certification ticket verifying percent of product solution. A sample from the delivery truck must be taken by the hauling operator or the load may be rejected. All deliveries are subject to random sampling/testing for compliance. WYDOT personnel may refuse to accept a delivery if a random test of the specific gravity of the product is more than 2% below Standard Specifications or if the product is contaminated.
- 10.11 An anti-foaming agent will be available from the vendor for use as needed, at no additional charge to the Department, to control foaming during loading, unloading, and agitation of LIQUID Anti-icers/Deicers.
- 10.12 Each shipment shall be accompanied by a current and clearly legible MSDS and a bill of lading.

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10. **Deliveries (cont.)**

- 10.13 The bill of lading for each shipment must contain the following information.
1. Name of Product.
 2. Supplier and manufacturer of product.
 3. Delivery destination.
 4. Total number of units being delivered.
 5. Total weight of delivery using a certified scale ticket or certified flow meter.
 6. Lot Number for the product being delivered. The Lot Number must enable purchaser to track a delivered product back to its manufacture point, date of manufacture and specific batch.
 7. Transport information - Name of transporting company, tank, trailer or rail car number, point and date of origin.
 8. Purchase Order number.

11. **Extension**

The bidder and the Department covenant and agree that this bid or subsequent contract will not be extended or renewed and will expire in accordance with Contract Period Section 3.1.

12. **Price Adjustments**

- 12.1 Price adjustments relative to this contract will be considered for the cost of **commodities and fuel only**.
- 12.2 No price increases will be allowed for cost changes related to doing business. The cost of doing business includes, but is not limited to, such items as profit, overhead, labor, insurance, and taxes.
- 12.3 The Wyoming Department of Transportation will use the Base Fuel Index listed on the WYDOT website for Diesel per gallon (<http://wydot.exevision.com/ws/basfuelindex.aspx>) to adjust pricing. The base price will be from **May 2022, which is \$4.59**. Price adjustments for fuel will not be allowed until a 7.5% increase is reached based on the Base Fuel Index.
- 12.4 If during the term of the contract, the manufacturer's net prices for commodities like those listed herein are **increased**, the bidder may apply to the Procurement Services Manager for a corresponding contract price adjustment. Consideration for a price adjustment will be given, provided the following requirements/conditions are met:
- Request for a price increase is received in writing by the Procurement Services Manager
 - Requested price increase is substantiated in writing by the bidder's supplier.
 - Increase to unit price is equal to the price increase received by the bidder from their supplier.
 - Requested price increase applies only to commodities and fuel, as listed herein.
 - Requested price increase shall not be retroactive, applied to outstanding orders or pending invoices.
- 12.5 The Procurement Services Manager reserves the right to make further reasonable requests for proof of price increases from the bidder's supplier.
- 12.6 Price review **for fuel** will be allowed twice during the contract period. No price review **for commodities** will be allowed during the initial 90 days of the contract period.

13. **Bid Deposit and Contractors Bond**

- 13.1 Each proposal **MUST BE ACCOMPANIED BY A BID DEPOSIT IN THE AMOUNT OF \$10,000 OF THE TOTAL BID.** The surety deposit may be in the form of a bid bond, cashier's check, certified check or bank money order, drawn on a reliable bank and made payable to the Wyoming Department of Transportation. Cashier's checks, certified checks or bank money orders **MUST** be received in the office of the Purchasing Manager on or before the time and date of the bid opening. **COPIES WILL NOT BE ACCEPTED.**
- 13.2 The bid deposits shall be given as a guarantee that the bidder will execute the contract documents if the contract is awarded to them. All bid deposits will be returned after a satisfactory contractor's bond has been furnished and the contract has been fully executed with the successful bidder.
- 13.3 The successful bidder must within 14 calendar days after notification of the award, deliver to the Department a Contractor's Bond in the amount of 100% of the bid, as security for the faithful performance of the contract. The bond must be submitted on the Department's form and shall meet all statutory requirements as to form and execution.

14. **Invoicing Requirements**

A copy of the bill of lading must accompany each invoice. Failure to provide the information as stated will result in the invoice being returned to the successful bidder for correction.

15. **Governmental Entities Cooperative Purchasing**

This bid is primarily for the Wyoming Department of Transportation. Purchases may be made on this bid as requested by other State agencies and/or political subdivisions within the State of Wyoming per the terms, conditions and prices afforded the Department. Purchases made on this bid by any other State agency and/or political subdivision must be initiated, coordinated and processed completely through the respect agency and/or political subdivision. The Wyoming Department of Transportation is responsible only for the Department purchases. Purchases made on this bid by any other State Agency and/or political subdivision must be initiated, coordinated and processed completely through the respective agency and/or political subdivision.

16. **Proposal Pricing**

- 16.1 The following locations as shown on Proposal are the delivery sites for the material within each district. Delivery must be available to and bid at all sites within the district for bid to be considered for that district. **Bidders are not required to bid on all districts or categories.** The exact addresses or locations will be indicated on Purchase Order.
- 16.2 Unit prices (per gallon - per ton) must be given. Bids must be quoted FOB Destination to be considered.
- 16.3 The requested LIQUID and SOLID Anti-icers/Deicers are divided into two (2) categories and are listed as such on the Proposal.

Category 1 - LIQUID Anti-icers/Deicers. Category 2 - SOLID Deicers.

17. **Vendor Representatives**

Bidders must provide the names of the individuals who are responsible for preparing the bid response and to whom WYDOT may direct any questions or concerns relating to subsequent contract(s) and technical issues.

18. **Training**

Successful bidder may be required to provide training to Department personnel. All training shall be coordinated with Marcus Anderson, State Maintenance Engineer (phone: 307-777-4743). The Department, prior to training sessions, must approve all training materials. Training shall be required of, but not limited to, the following subjects:

1. Concepts of anti-icing, de-icing, pre-wetting
2. Storage/circulation issues (tanks, windrows, etc.)
3. Sampling procedures
4. Understanding eutectic temperature chart and how it is used

19. **Acceptance**

19.1 The Department will accept or reject LIQUID and SOLID Anti-icers/Deicers based on the following:

19.2 **Vendor Quality Control (QC).** Vendor shall certify and provide to WYDOT the most current information it has available for the following:

1. **Material Safety Data Sheets (MSDS).**
2. **QC Plan(s)** for facilities manufacturing its product(s) supplied to WYDOT. QC plan(s) shall list effective dates, physical location, personnel to contact, and phone number(s). QC plans shall also list test procedures, testing frequencies, accreditation credentials (if applicable), and operations procedures for sampling, storage, delivery, corrective action if material fails specification, documentation, etc.
3. **QC test data** for its products for the Standard Specifications described in this Contract and other requirements of its QC plan(s). Test data will not be older than 5 years from the contract date. The test data will be from a certified testing laboratory. Company pamphlets or brochures will not be accepted as documentation of test results.

19.3 All 3 of the items listed above will be submitted to WYDOT Field Operations - Maintenance Staff by the Vendor with its proposal (bid) and when requested by WYDOT anytime during the term of this Contract. Failure to provide all 3 items listed above will result in a non-compliant bid proposal and result in rejection.

19.4 **WYDOT Quality Assurance (QA).** WYDOT will obtain random sample(s) of products for testing to verify compliance with Standard Specifications anytime during the term of this Contract. Sample(s) may be tested for one or more properties. If a WYDOT QA sample fails specification, two or more additional samples will be obtained from the same location (i.e., storage tank, windrow, etc.) and tested. The results from all samples will be analyzed. Copies of test reports will be issued to Vendor and WYDOT Field Operations - Maintenance Staff.

19. **Acceptance** (cont.)

- 19.5 Sampling. A complete sample is one-gallon of product placed in a plastic, non-metallic, wide-mouth container with screw type lid and is obtained either during delivery from the delivery truck.
- 19.5.1 LIQUID products. Measure and record the temperature and specific gravity of the material. When sampling during delivery, obtain complete sample from the transfer hose in three equal parts at the beginning third, middle third, and last third of the product as it is unloaded. Each part will be mixed together with the other parts to make up one composite, complete sample.
- 19.5.2 SOLID products. Obtain complete sample from the entire cross section of the windrow, cutting through the stack. Portions of the sample shall be taken from the top, center, and bottom in proportion to the cross sectional area at that point and well within the stack each time. All portions are combined for a complete and representative sample.
- 19.6 Product(s) will be accepted when they comply with all Standard Specification, certification statement and MSDS requirements. If either Vendor QC or WYDOT QA fails Standard Specifications, material may be:
- 19.6.1 Rejected product(s) and the Vendor, at no additional cost to the Department, required to remove and replace all product(s) from WYDOT storage tanks, trucks, windrows, stock pile, covered sheds, etc., at locations affected by either Vendor QC or represented by WYDOT QA samples; or
- 19.6.2 Accepted with either,
- a. No payment made for the product(s) or,
 - b. Payment at a reduced price as determined by the Department.
- 19.7 **All product(s) Solid or Liquid presented by the Vendor for bid must be listed on the Clear Roads (CR) Qualified Product List (QPL). For Liquid Anti-icers/Deicers see Category 1 of the QPL. For Solid Anti-icers/Deicers see Categories 4B & 4C of the QPL.**
www.clearroads.org

20. **Environmental Contamination/Clean Up**

The bidder of any product delivered and/or applied, that is found to be contaminated with non-specified products and is cause for environmental concerns, shall be responsible for all clean up expenses. This includes but is not limited to clean up measures as needed for the following: storage facility, yard, equipment, and roadside.

21. **Delivery Method (Cat. 2)**


Trucks (single or tandem axle), conveyer or belt trailers (also known as "Live Bottom" or "Walking Floor") are to be used for Category 2 material transport to any delivery point in all districts. Delivery using other forms of trailers (i.e. belly or side dump), and/or pup trailers will result in rejection of the load.

WYOMING DEPARTMENT OF TRANSPORTATION
PROPOSAL
ANTI-ICERS/DEICERS

June 29, 2022
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Date 7/25/22

1. In compliance with the above and subject to all conditions hereof, the undersigned offers and agrees, if this bid is accepted by the Wyoming Transportation Commission at its meeting of August 19, 2021 to furnish LIQUID/SOLID ANTI-ICERS/DEICERS to any or all of the delivery points quoted, at the price set opposite each delivery point and will make delivery immediately upon receipt of orders.
2. The undersigned also agrees to make delivery within **10 business days after receipt of orders** during the contract period. The bidder hereby certifies that all prices are **F.O.B. Destination, transportation charges prepaid**, for all shipments.
3. The bidder certifies that the prices quoted are exclusive of any federal, state, county or municipal tax from which the State shall be exempt; and that no federal, state, county or municipal tax will be added to any of the prices for deliveries made on the contract executed hereunder.
4. TERMS: NET 45 (Wyoming Statute §16-6-602)
5. The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Wyoming laws.
6. The bidder hereby acknowledges that bidder has read and understands the terms and conditions as stated and agrees to be bound by them. No modification or deletion of, or addition to these terms and conditions shall be binding to either party unless made in writing and signed by an authorized representative of both parties, prior to consideration of award.
7. Bidder certifies that he has carefully examined the Invitation to Bid, Special Provisions and Specifications covering the items included in this Proposal and understands the conditions under which the items must be furnished.
8. By signing below, the participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with 2 CFR part 180.
9. Do you claim preference as a Wyoming Resident Bidder as specified in Wyoming State Statutes 16-6-101 through 16-6-121 or 16-6-301? YES X ☒ NO (if yes, provide Certificate of Residency)

<u>Desert Mountain Corporation</u>	<u>208 521 1275</u>
NAME OF BIDDER	PHONE NUMBER
<u>P.O. Box 622</u>	<u>Dalton Alton</u>
P.O. BOX/STREET	AUTHORIZED REPRESENTATIVE
<u>Riverton, Wyo. 82501</u>	<u></u> ✓
CITY, STATE & ZIP CODE	SIGNATURE (REQUIRED)
<u>dalton@desertmtn corp.com</u>	
EMAIL ADDRESS	

WYOMING DEPARTMENT OF TRANSPORTATION
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District 5

No Category 1 Material Required in Dist. 5

District 5

PRODUCT	EST. VOLUME	UNIT	DELIVERY POINT	UNIT PRICE	TOTAL	
Category 2	80	Ton	Basin	114.86	9188.80	✓
Category 2	115	Ton	Cody	113.06	13,001.90	✓
Category 2	80	Ton	Dubois	106.09	8487.20	8487.20 ✓
Category 2	115	Ton	Lander	95.92	11,030.80	✓
Category 2	80	Ton	Lovell	133.75	10,700	✓
Category 2	80	Ton	Meeteetse	111.92	8953.60	✓
Category 2	80	Ton	Shoshoni	100.64	8051.20	✓
Category 2	80	Ton	Riverton	96.94	7755.20	✓
Category 2	40	Ton	Ten Sleep	117.13	4685.20	✓

Grand Total \$ 81,853.90 ✓

DELIVERY FOR: PLEASE NOTE SECTION 13 OF SPECIAL PROVISIONS					
PRODUCT	DELIVERY POINT	VOLUME	UNIT	TO BE FILLED IN BY BIDDER	
				UNIT PRICE	TOTAL
CATEGORY 2	CITY OF CASPER 1800 EAST K ST. CASPER, WY 82601 SHAD RODGERS (307) 235-8415	3,000	TONS	\$109.86	\$329,580 ✓

Trucks (single or tandem axle), conveyer or belt trailers (also known as "Live Bottom" or "Walking Floor") are to be used for Category 2 material transport to any delivery point in all districts. Delivery using other forms of trailers (i.e. belly or side dump), and/or pup trailers will result in rejection of the load.

Desert Mountain Corporation
(NAME OF BIDDER) (typed or printed)

Riverton, Wyo. 82501
(CITY, STATE & ZIP CODE)

**WYOMING DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR
ANTI-ICERS/DEICERS**

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Physical Properties

Operation Temperature, °F

18 to -29

Liquid Viscosity, Pa-s

2 - 10

ASTM D7042

To remain flowable, not to become a gel at below zero temperatures.

NACE Standard TM 0169, as modified by CR ⁽¹⁾ (Test Method B, Appendix A) CR QPL Category I - Corrosion Inhibited Liquid Magnesium Chloride

Corrosion Rate Effectiveness, %

20 - 30 max.

ASTM D1429, Method D

Specific Gravity, unit less

1.25 - 1.32

Coefficient of Friction, nearest 0.1

Solid state

1.0 min.
(30% or less humidity,
after de-humidification)

Frictional Analysis test method by Forensic Dynamics Inc.,

Vancouver, BC: 604-684-6742

(humidity-time-friction graph; asphalt surface, touring tire)

Liquid state

0.5 min.
(50% or more humidity,
after re-humidification)

Dissolved Solids, %

26 - 32

EPA 160.1

pH

6.0 - 9.0

ASTM D1293, 1:4 dilution ⁽²⁾

Chemical Composition

Magnesium Chloride, %

25 - 30

CR ⁽¹⁾, Test Method A, Appendix A

Toxicity (all tested at 1:100 dilution ⁽²⁾ except cyanide not diluted)

Arsenic, mg/L or ppm

2.50 max.

EPA 200.7, ASTM D2972

Barium, mg/L or ppm

1.00 max.

EPA 200.7 or 208.1

Cadmium, mg/L or ppm

0.20 max.

EPA 200.7 or 213.1, ASTM D3557

Chromium, mg/L or ppm

SM 3113 B, EPA 218.1, ASTM D1687

Cyanide, mg/L or ppm

SM 4500, EPA 335.4, ASTM D2036

Lead, mg/L or ppm

1.00 max.

EPA 200.7 or 239.1, ASTM D3559

Mercury, mg/L or ppm

0.05 max.

EPA 245.1, ASTM D3223

Phosphates, mg/L or ppm

25.00 max.

EPA 365.4, ASTM D515

⁽¹⁾ CR = Clear Roads; www.clearroads.org

⁽²⁾ Dilution ratio equals parts product to parts distilled water.

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STANDARD SPECIFICATIONS FOR
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Products shall adhere to the CR Specification and shall meet the requirements of Category 4B or 4C on the CR QPL for solid and Category 1 for liquid.

Product must be clean and free from extraneous matter, uniform in consistency, and does not segregate.

Physical Properties		
Ice Penetration. inches, 60 minutes at 20 °F	0.80 min.	SHRP H-205.3 (see SHRP Publication SHRP-H-332)
Corrosion rate. inches/year, 100 hour exposure	0.020 max.	ASTM B117 CR QPL Corrosion percent effectiveness 31% to 85% for Corrosion Inhibited Solid Sodium Chloride
Color	Uniform in consistency throughout the material.	Visual inspection
Toxicity For criteria and limits, refer to Standard Specifications for LIQUID Anti-icer/De-icer, Chemical Composition.	For test methods, refer to Standard Specifications for LIQUID Anti-icer/De-icer. Material diluted to a 25% (W/V) concentration and tested same as liquid. Do not back calculate the concentration of parameters to the dry weight.	

⁽¹⁾ CR = Clear Roads; www.clearroads.org

RESOLUTION NO. 22-164

A RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES WITH DESERT MOUNTAIN CORPORATION, FOR THE STREET ICE SLICER PROCUREMENT, PROJECT NO. 22-049.

WHEREAS, the City is undertaking a project that requires professional services to provide and deliver Solid Anti-Icer/Deicer to the Casper Streets Division; and,

WHEREAS, Desert Mountain Corporation (DMC), represents that it is ready, willing, and able to provide the services as required by the Contract between DMC and the City; and,

WHEREAS, the City desires to retain DMC 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 DMC for the work.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to make payments as set forth in the Contract for Professional Services in an amount not to exceed Three Hundred Twenty-Nine Thousand Five Hundred Eighty and 00/100 Dollars (\$329,580.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:

Walker Tremel


ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

August 24, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director 
Alex Sveda, P.E., City Engineer 
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Authorizing Amendment #2 to the Professional Services Contract with State line No. 7 Architects, in the amount of \$183,821.85 for the City Hall Renovations and Addition (Project SAFE), Project No. 20-004.

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize Amendment #2 to the Professional Services Contract with State Line No. 7 Architects (SL#7), in the amount of \$183,821.85 for the City Hall Renovations and Addition (Project SAFE).

Summary

SL#7 has been under contract with the City of Casper since March 3, 2021 for the City Hall Renovations and Addition (Project SAFE). The purpose of the project is to address building layout deficiencies on the top and bottom floors that hinder customer service and operational efficiency, remedy non-compliance with ADA regulations, add space needed for future staffing, improve the exterior and entries, improve the HVAC system, correct safety and security vulnerabilities, and improve lighting, flooring and general maintenance issues.

The City of Casper accepted bids on March 18, 2022 for a complete and robust design to remodel City Hall, including alternate items such as an addition to add office space. The bids received were higher than the available funding. City Staff recently requested that SL#7 provide a price proposal and amendment request for a scaled-back design, congruent with available funding. SL#7 provided a price proposal of \$244,064.00 for the revised design, bidding support, and construction administration. There is currently a balance of \$60,242.15 left on the contract, so the amendment is proposed for an increase of \$183,821.85. Very little of the original design is able to be salvaged and re-used for this new design effort, but the existing, as-built conditions of the building and many of the details and specifications will not need any editing. The re-design is anticipated for completion in early 2023 so that construction bidding can occur in Spring 2023 for hopefully a bidding outcome more congruent with available funding.

The City of Casper Engineering staff has reviewed SL#7's amendment proposal and recommends approval.

Financial Considerations

Funding is from the Revolving Land Fund.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer, Public Services Department

Attachments

Resolution

Consultant Proposal

**AMENDMENT NO. 2 TO THE CONTRACT
FOR PROFESSIONAL SERVICES (“AMENDMENT”)**

This Amendment to the Contract for Professional Services (“Amendment”) is entered into on this 20th day of September, 2022, by and between the following parties:

1. The City of Casper of Casper, Wyoming (“City”), a Wyoming municipal corporation, 200 North David Street, Casper, Wyoming 82601.
2. State Line No. 7 Architects (“Consultant”), 444 South Center Street, Casper, Wyoming, 82601.

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

RECITALS

A. On March 3rd, 2020, the City and Consultant entered into a *Contract for Professional Services* (“Contract”) for design and construction administration for the City Hall Renovations & Addition (Project SAFE), Project No. 20-004.

B. Amendment No. 2 requires professional services for re-design and bidding support for the City Hall Renovations & Addition (Project SAFE), Project No. 20-004.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree by and between them to amend the Contract as follows:

1. INCORPORATION OF RECITALS

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

2. AMENDMENT TO PART I, SECTION 1 (SCOPE OF SERVICES).

A third paragraph shall be added to include the following:

The Consultant shall perform the following services in connection with and respecting the project as described in Exhibit C, State Line No. 7 Architects Proposal, attached hereto and hereby made a part of this Contract.

3. AMENDMENT TO PART I, SECTION 2 (TIME OF PERFORMANCE).

Replace the previous deadline of “the 31st day of December 2022” with the new deadline of “the 31st day of May 2024.”

4. AMENDMENT TO PART I, SECTION 3 (COMPENSATION).

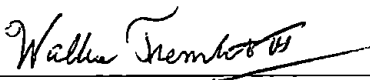
Replace the previous compensation amount of "Three Hundred Nineteen Thousand Two Hundred Sixty and 00/100 Dollars (\$319,260.00)" with the new compensation amount of "Five Hundred Three Thousand Eighty-One and 85/100 Dollars (\$503,081.85)".

5. RATIFICATION

The terms and conditions of the Contract, as modified herein, are hereby ratified by the parties and shall remain in full force and effect.

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

APPROVED AS TO FORM



ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

CONSULTANT
State Line No. 7 Architects

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Stateline No 7 ARCHITECTS

August 16, 2022

Ms. Zulima Lopez
Parks, Recreation, and Public Facilities Director
City of Casper
200 North David
Casper, Wyoming 82601

Re: New/Revised scope of work and fee proposal for professional architectural and engineering services for renovations to the existing Casper City Hall building at 200 North David Street in Casper, Wyoming.

Dear Zulima:

Stateline No. 7 Architects is pleased to submit our scope of work and fee proposal with respect to professional architectural services for the new/revised Casper City Hall building renovation project. We have developed the proposal based on the work necessary to support the project per our project S.A.F.E. recommendations along with the new scope and direction of the project as outlined herein. We hope this is understandable and acceptable, and if so, we are happy to simply amend our existing standard professional services agreement. Please call if you have any questions: 265-3611.

PROJECT TEAM

We have retained our team of consultants for your project that we know and trust and who have assisted in previous similar projects. The team is comprised of the following firms/individuals:

Architect/Project Manager/ Interior Design:

Stateline No. 7 Architects

444 South Center Street
Casper, Wyoming 82601
307-265-3611

Principal Architect: **Lyle Murtha, AIA**

Intern: **Kate Hoines, Assoc. AIA**

Landscape Architect:

Tallgrass Landscape Architecture

413 North 4th Street
Custer, South Dakota
605-673-3167

Landscape Architect: **Matt Fridell, ASLA**

Landscape Architect: **Alex Bossert, ASLA**



Civil Engineer:
WLC Engineering
200 Pronghorn
Casper, Wyoming 82601
307-266-2524

Civil Engineer: **Justin Stearns, P.E.**

Structural Engineer:
Lower & Company
1607 CY Avenue, Ste. 201
Casper, Wyoming 82604
307-234-6984

Structural Engineer: **Bob Lower, P.E.**

Mechanical Engineer:
Engineering Design Associates
1607 CY Avenue, Ste. 303
Casper, Wyoming 82604
307-266-5033

Mechanical Engineer: **Jak Hollinger, P.E.**

Fire Protection Engineer:
Jensen Hughes (subconsultant to
Engineering Design Associates):
10170 Church Ranch Way, Suite 200
Westminster, Colorado
303-439-0485

Fire Protection Engineer: **Savannah
Donarski, P.E.**

Electrical Engineer:
Engineering Design Associates
1607 CY Avenue, Ste. 303
Casper, Wyoming 82604
307-266-5033

Electrical Engineer: **Monte Schaff, P.E.**

Environmental Consultant:
Trihydro
707 West First Street
Casper, Wyoming 82601
307-232-8091

Project Manager: **Stephanie Whitfield, P.E.**
Environmental Engineer: **Phil Atkinson, ABI
and Wallace Coles, ABI**

SCOPE OF WORK

Stateline No. 7 Architects and our team will be responsible for developing the design, coordinating the project and taking staff input.

It is understood that the project is to be constructed using the design/bid/build project delivery method in a public/open bidding format.

The following items are additional assumptions relating to the project:

Design/Scope/Assumptions:

- Existing building floor area is approximately 34,479 square feet
- The building is and will continue to be used for the city offices and council chambers after this remodel project, but Information Systems (I.T.) department is to be moved out of this building and public-facing departments are to be located to the first floor (Customer Service, City Clerk, and Community Development)
- Most of interior spaces/ /stairs/walls/doors/roof/etc. to remain as much as possible with only cosmetic upgrades – exceptions are remodel to areas of the building may be required in order to accommodate renovations to the HVAC items, main floor ADA restroom, building reception/security, common break rooms, and Council Workroom



- Existing building architectural character is to be preserved / embraced as much as possible
- Owner will not occupy the building during demolition / construction / renovation
- Project to be designed and constructed in one single bid package with one single general contractor
- Limited site work to include security "bollards", one entry plaza on the east main entry, and parking lot lighting
- New project budget currently allocated (all-inclusive) is approximately \$2,610,000
- Preliminary cost estimate for the construction costs of the scope outlined herein is approximately \$4,661,887

Services:

- Professional architecture, interior design, landscape architecture, civil engineering, structural engineering, mechanical engineering, electrical engineering, environmental/asbestos consulting, and fire protection engineering
 - Structural system design
 - Mechanical system design: plumbing revisions for ADA accessible main floor restrooms including changes to domestic water and sanitary systems. HVAC system modifications to redistribute supply, return and exhaust air to include new and/or reused terminal equipment and changes to the hydronic system in existing areas
 - Duct Replacement: replacement of existing deficient ductwork thru-out the building (except the Council Chambers) including redesign of the existing distribution layout and modifications to equipment and piping; also includes removal and reinstallation of lighting and most ceilings
- Equipment Replacement: replacement of existing air handlers (except for Council Chamber, which will be an alternate), variable volume boxes, and other terminal units (does not include changes in design of the plant equipment or the existing distribution)
 - Includes a separate RFP for early procurement of the HVAC units
- Electrical system design: power distribution modifications and additions in renovated areas, lighting system upgrades, parking lot lighting upgrades and atrium lighting upgrades, security camera additions, data and telephone network cabling design in renovated areas, and fire alarm system modifications and additions as required in renovated areas
- Interior finish/color selections/interior signage
- Landscape design: landscaping, irrigation design, etc.
- Exterior building/site signage design
- Demolition documents for existing buildings and existing site improvements
- Design development, construction documents and specifications, bidding assistance / contract negotiations, construction administration (including bi-weekly meetings if needed) and 1-year warranty services
- No major changes to the design from the findings of the S.A.F.E. study, except as listed below:
 - No unnecessary "intense" remodel areas except main floor ADA restrooms, building reception/security, common break rooms, council work room,



- Customer Service, and Community Development
- One main public entry (east entry)
 - No climb deterrent on roof of Council Chambers
 - Omit ceiling "cloud" in atrium, but retain lighting replacement in this area and retain as much existing atrium ceiling as possible
 - City to provide demolition of fountain separately (completed)
 - City to provide for planting of trees and shrubs
 - Information Systems (I.T.) Department will move out of the building (designed as part of a separate building and separate project)
- Attendance at community meetings for coordination with the owner on design/drawings/ideas and for public and staff input
 - Graphic and other assistance with marketing, presentation at governmental reviews, hearings and community meetings (limited to three presentations)
 - Building code review for the remodel, review of the IBC energy requirements using the City of Casper's Com Check software
 - Review for compliance with Americans with Disabilities Act (ADA)
 - Architects and engineers are responsible for normal coordination with City of Casper, building officials, building code, reviews, and other items
 - Web link (on City website) maintenance of final construction documents (electronic PDF plans only, no hard copies)
 - Final inspections / punch lists / 1-year warranty items
 - Environmental/asbestos abatement-related services (asbestos removal design, bidding, project management and air monitoring services) per the asbestos identified in the owner's 1990 asbestos report
- The following items are NOT included in this proposal:**
- Building additions (is a building remodel only)
 - Field measuring and drawing existing floor plans (completed in previous scope of work)
 - Site survey (including topography, utilities, paving, easements and boundaries of the property) and base map of existing site (completed in previous scope)
 - Changes to storm drains
 - Design for passenger elevator(s)
 - Window coverings
 - Interior wall hangings and artwork except mayoral display
 - New FF&E: design / selection / procurement including movable furnishings and equipment
 - Field verifying existing department FF&E
 - Detailed construction cost estimates as these are difficult in the current volatile bid and inflation climates
 - Colored rendering of the completed building design
 - Geotechnical/subsurface soils investigations (not necessary)
 - Building construction permits and/or plan review fees (to be provided by the owner/contractor)
 - Construction Testing (compaction, concrete, weld, paving, masonry, asphalt, etc.: to be provided by owner/contractor)
 - LEED (green building) certification; however we will consider sustainable strategies
 - Design for solar or wind-powered systems



- Third party building commissioning services
- Tap fees
- Alta Surveys
- Field/construction staking
- Phase 1 or 2 environmental assessment nor any contaminated soils mitigation
- Producing actual legal easement documents for needed site easements (utility and other); however preparation of exhibits and legal descriptions for these easements has been included
- BIM / Revit document format (AutoCAD is standard)
- Work associated with the Russin artwork and/or demolition of the associated fountain/pool except for basic lighting of the sculpture
- Security system design: access control systems, security and video surveillance systems; however we will coordinate with the City's security vendor and I.T. Department; broken out as alternate bid items in order to administer the separate grant funding
- Design for projector and other audio/visual equipment; however we will coordinate with the City's vendor or I.T. Department
- Communications equipment design: network gear, wireless equipment, intercom, phone systems, routers, switches etc.; however we will coordinate with the City's I.T. Department
- Printing and distribution of final sets of construction documents for the purpose of bidding and construction; however we will provide electronic files to upload to the owner's QuestCDN
- Electronic record / as-built drawings (other than review of contractor's submittal of these items)

SCHEDULE

Stateline Architects understands that the schedule is to begin work in Fall 2022 with bidding in early 2023 and construction to commence in Spring 2023.

COMPENSATION

Stateline No. 7 Architects prefers to establish a fixed fee for professional architecture services based on the total scope of work necessary to complete the project. The fixed fee is arrived at simply by estimating the actual time and work necessary to complete your project and calculating those costs including staff costs, overhead, etc. The fixed fee format allows the project budget to be established independent from the professional fees and dispels any concerns about fees being tied to project costs.

We propose a fixed fee for the professional architectural design fees as outlined in this proposal and calculated below:

Professional Fees:

Architectural/Interior

Design Services

(Stateline No.7 Architects) = \$ 115,000.00

Landscape Architecture

(Tallgrass Landscape Architecture) \$ 13,000.00

Civil Engineering

(WLC Engineering) = \$ 8,000.00

Structural Engineering

(Lower and Company) = \$ 5,250.00

Mechanical and Electrical Engineering

(Engineering Design Assoc.) = \$ 80,800.00

Environmental Engineering

(Trihydro Corporation) = \$ 22,014.00

Credit on previous effort balance (-\$ 60,242.15)

Amended Contract Amount: \$ 183,821.85

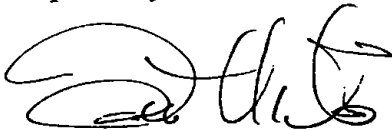


The fee includes in-house reimbursable expenses such as photocopies, in-house/progress blueprints, telephone/fax, travel to the project site and other expenses that are typically reimbursable with other firms. If additional services are required beyond those listed, they will be billed at hourly rates, or the fee may be renegotiated. The fee will be billed monthly based on the amount of work completed.

SUMMARY

We hope that you find our fee expectations and additional information acceptable, and we look forward to continuing working with you and getting restarted on this project! Again, we sincerely appreciate the opportunity to submit this fee and thank you for your consideration. This proposal is valid for sixty days.

Respectfully,



Lyle T. Murtha, AIA



STATELINE No. 7 ARCHITECTS FEE SCHEDULE (starting 2022)

Principal Architect	(Lyle Murtha)	\$ 135/hour
Junior Principal/Senior Project Manager	(Anthony Jacobsen)	\$ 120/hour
Intern Architect/Junior Project Manager/Interior Designer	(Andrea Haro, Katelynn Larsen, Kate Hoines)	\$ 105/hour
Draftsperson		\$ 90/hour
Secretarial/Administrative		\$ 65/hour



RESOLUTION NO. 22-165

A RESOLUTION AUTHORIZING AMENDMENT NO. 2 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH STATE LINE NO. 7 ARCHITECTS, FOR DESIGN SERVICES FOR THE CITY HALL RENOVATIONS AND ADDITION (PROJECT SAFE), PROJECT NO. 20-004.

WHEREAS, State Line No. 7 Architects, under a Contract for Professional Services dated March 3, 2020, is providing engineering services for the City Hall Renovations and Addition (Project SAFE); and,

WHEREAS, additional design services outside the original scope of work are required to reduce overall costs; and,

WHEREAS, the City of Casper desires to extend the scope of work with State Line No. 7 Architects, to provide these additional services; and,

WHEREAS, State Line No. 7 Architects is able and willing to provide those services as specified in Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, Amendment No. 2 to the Contract for Professional Services with State line No. 7 Architects for additional design services in the amount of One Hundred Eight-Three Thousand Eight Hundred Twenty-One and 85/100 Dollars (\$183,821.85).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project, retaining those amounts prescribed by the Agreement, equal to an additional amount not to exceed One Hundred Eight-Three Thousand Eight Hundred Twenty-One and 85/100 Dollars (\$183,821.85), for a total contract amount of Five Hundred Three Thousand Eighty-One and 85/100 Dollars (\$503,081.85).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

July 5, 2022

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

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer

SUBJECT: Cooperative Agreement with the Wyoming Department of Transportation for Street Enhancements for the Poplar Street Enhancements – CY Avenue to Collins Drive, Project No. 21-018.

Meeting Type & Date
Regular Council Meeting
September 6, 2022

Action Type
Minute Action

Recommendation:

That Council, by resolution, authorize a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for construction activities for Poplar Street Improvements – CY Avenue to Collins Drive, in the amount of \$189,133.

Summary:

The Wyoming Department of Transportation (WYDOT) is preparing to reconstruct Poplar Street from CY Avenue to Collins Drive. In conjunction with this work, the City plans to make enhancements to the street right-of-way.

Federal Surface Transportation On-System Enhancement funds, administered by WYDOT, have been allocated to the project. The City of Casper is prepared to utilize these funds to construct enhancements at the site. The enhancements will likely involve the installation of decorative lighting, street trees, signage, sidewalk improvements, landscaping, and other beautification. The City of Casper plans enter into a separate contract with WWC Engineering for design and to oversee construction of the improvements, in the amount of \$35,000. WWC Engineering has been procured for water and sewer design related to this work and under a separate contract.

Under the terms of a cooperative agreement with WYDOT, WYDOT will acquire all necessary construction permits and easements necessary to complete the work and provide engineering services during construction. The cooperative agreement spells out the project limits, responsibilities of WYDOT and the City, and the funding arrangements.

Financial Considerations

The estimated cost for the improvements, including WYDOT's overhead and construction administration fees, is \$589,133. WYDOT's federal aid match for the enhancements covers \$400,000. The City of Casper would be responsible for the remaining \$189,133. The City of

Casper will also be responsible for the entire estimated design and construction administration fee of approximately \$35,000.

The City's funding for this project will come from Capital Reserves.

Oversight/Project Responsibility

Alex Sveda, P.E., City Engineer

Attachments

Two (2) Cooperative Agreements Between the Wyoming Department of Transportation and the City of Casper - Federal Project STP-E N212127.

**AGREEMENT BETWEEN
WYOMING DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CASPER**

Federal Project STP-E N212127
Casper Streets
Poplar Street, CY Avenue - Collins Drive
Natrona County

1. **Parties.** The parties to this Agreement are Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, WY 2009, and the City of Casper (City), whose address is 200 N David Street, Casper Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WYDOT and the City desire to participate in the Surface Transportation On-System Enhancements Program which is federally funded. This project is associated with WYDOT main project N212124. The approved location for the Poplar Street, CY Avenue - Collins Drive enhancements, which will involve installation of decorative lighting, street trees and landscaping, within the City of Casper, is shown in the Location Map marked as Exhibit A, which is attached and incorporated into this Agreement by this reference.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term of the Agreement is from Effective Date through the completion of the project. All services shall be completed during this term.
4. **Participation of Costs.**
 - A. The City agrees to match the project cost at the rate of nine and fifty-one hundredths percent (9.51%) of the cost of right-of-way acquisition, utility adjustment, letting, construction and construction engineering as shown in the Summary of Project Costs marked as Exhibit B, which is attached and incorporated into this Agreement by this reference. The City agrees to reimburse WYDOT any funds above those authorized by WYDOT and matched by the City necessary to build this project.
 - B. It is understood by the parties that the above-mentioned percentages may vary slightly during the life of this Agreement, as dictated by the *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the project plans are developed and let to contract and that the City shall reimburse WYDOT for the total amount not paid with federal funds.
 - C. The costs shown on Exhibit B are estimates only and the City understands that the final costs may be higher or lower. If the actual costs go over by twenty percent (20%) of the total estimated costs, both parties must agree and sign an amendment for the additional costs.

- D. The City agrees to pay its portion of actual cost of this project including all indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA), within forty-five (45) days after billing for the enhancements within the City of Casper. Estimated costs are set forth in Exhibit B. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2024 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project, as shown on Exhibit B.
- E. No payment shall be made for work performed before the Effective Date of this Agreement.
- F. This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you must register with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>
and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
5. **Reimbursement.** The City hereby agrees to reimburse WYDOT for its share of actual costs incurred to the project, less previous payments, within forty-five (45) days after billing.
6. **Responsibilities of City.** The City agrees to:
- A. Pay WYDOT in accordance with Section 4 above.
- B. Survey work will be performed by the City, and under the immediate direction, control and supervision of WYDOT in accordance with the requirements specified and agreed to by the City.
- C. Preliminary engineering will be performed by the City or their consultant who will complete engineering investigations and develop design plans in accordance with the *Public Rights of Way Accessibility Guidance (PROWAG)*, which will be included in the final design plans. All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA). Any

work outside the existing limits of the WYDOT project will require the City to perform environmental clearances.

- D. Upon completion and acceptance of the project by WYDOT and the City, the City shall return, within thirty (30) days of WYDOT Resident Engineer's request, WYDOT's Acceptance Certificate, or any other required WYDOT documents. Once this Acceptance Certificate has been completed, all National Pollutant Discharge Elimination System (NPDES) General Permits related to the project will be transferred to the City. The City shall then be responsible for all storm water runoff on the project and storm water monitoring until a Notice of Termination (NOT) can be submitted for the project by the City. In the event petroleum contaminated soil or water is encountered on this project, the required work associated with mitigation of the contamination will become part of this project.
- E. Upon completion and acceptance of this project, the City shall maintain, at its sole expense, all features in compliance with all applicable federal and state standards and regulations. Maintenance shall include all repairs necessary to keep the improvement in its functional constructed condition

7. **Responsibilities of WYDOT.** WYDOT agrees to:

- A. Acquire needed Right-of-Ways. WYDOT will acquire all necessary rights-of-way and provide any relocation assistance necessary to construct the work shown on Exhibit A. In accordance with Wyo. Stat. § 1-26-801(a), the City shall be responsible for acquiring rights-of-way by condemnation proceedings with the understanding any settlements reached out of court must be justified and supported. WYDOT will assist the City in condemnation proceedings by preparing exhibits and displays. At its request, the City shall be provided a copy of the right-of-way plans and cost estimates when federal acquisition approval is requested. The City agrees to reimburse WYDOT for the total cost needed to clear the right-of-way not paid with federal Aid funds. Under the terms of this Agreement, if right-of-way acquisition is not required for this project, all references to such acquisition herein is considered null and void.
- B. Perform Utility Adjustments. If any adjustments are needed, arrangements will be made by separate agreement(s) with the affected utility owner(s) and are not covered by this Agreement. Utility relocation costs will be pro-rated according to the most recent State, County or Municipal policies and regulations. The City shall, by ordinance or regulation, control utility line encroachments and crossings in a manner that provides for a degree of protection to the roadway at least equal to the protection provided by the *State's Utility Accommodation Regulations*, and can be found at the following link: <https://rules.wyo.gov/>.

Costs for reimbursable utility work not owned by the City are not shown and will be in addition to the identified costs. Under the terms of this Agreement, if utility adjustments are not required for this project, all references to such adjustments herein are considered null and void.

- C. WYDOT shall perform the letting of this project. The City shall be given the opportunity to approve final design plans and estimates prior to the advertisement for bids by WYDOT. Likewise, the City shall be asked to concur in the award of this project to the lowest qualified bidder. As a result of signing the letter of concurrence, the City agrees to the amended costs shown on Exhibit B to match the actual amount bid, as well as make proportionate changes in the match and overmatch amounts.
 - D. Construction engineering for this project will be performed by and under the immediate direction, control and supervision of WYDOT in accordance with the plans and specifications. The City shall submit a letter to WYDOT designating a qualified project representative, at no cost to WYDOT, capable of making timely decisions and authorized to sign documents concerning the construction of the project.
8. **Project Abandonment.** Should the City abandon the project at any time, or if the project is not let to construction within two (2) years of the completion of the design, due to the delay or actions by the City, the City shall reimburse cost expended by WYDOT, including any federal aid portion of the work completed at the time of the abandonment.
9. **Special Provisions.**
- A. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
 - B. **Conflict of Interest.** Per 2 CFR 200.112, the parties must disclose in writing any potential conflict of interest to WYDOT including financial or other personal interests.
 - C. **Environmental Policy Acts.** City agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.
 - D. **Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (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.

- E. **Kickbacks.** City 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 City breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The City shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the City is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

- F. **Limitations on Lobbying Activities.** By signing this Agreement, City certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by City or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, agreement, cooperative agreement, or loan.

The City and subcontractors may also be required to submit an additional certification statement and disclosure form acceptable to WYDOT before commencement of the work.

- G. **Monitoring Activities.** WYDOT shall have the right to monitor all activities related to this Agreement that are performed by City or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of Agreement related work.

- H. **Nondiscrimination.** The City shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

Federal law requires the City to include all relevant special provisions of this Agreement in every sub-agreement awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

- I. 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.
- J. Publicity.** Any publicity given to the projects, programs, or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the City and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall not be released without prior written approval of WYDOT.
- K. Suspension and Debarment.** By signing this Agreement, City certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, City agrees to notify WYDOT by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Agreement.
- L. Administration of Federal Funds.** The City 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 WYDOT.
- M. Federal Audit Requirements.** The City agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The City agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Agreement, the City shall provide one (1) copy of the audit report to WYDOT and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to WYDOT's records.
- N. Non-Supplanting Certification.** The City hereby affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. The City 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.** The City shall not deposit grant funds in an interest bearing account without prior approval of WYDOT. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WYDOT.

10. 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 City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- D. Audit and Access to Records.** WYDOT and its representatives shall have access to any books, documents, papers, electronic data, and records of the City which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Award of Related Agreements.** WYDOT may award supplemental or successor agreements for work related to this Agreement or may award agreements to other contractors for work related to this Agreement. The City shall cooperate fully with other contractors and WYDOT in all such cases.

- G. Compliance with Laws.** The City 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 City in the performance of this Agreement shall be kept confidential by the City unless written permission is granted by WYDOT for its release. If and when City receives a request for information subject to this Agreement, City shall notify WYDOT within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WYDOT.
- I. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages; Exhibit A, Location Map, consisting of one (1) page; and Exhibit B, Summary of Project Costs, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- J. Ethics.** City shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing City'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 WYDOT and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- 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 City shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the City shall be free from control or direction over the details of the performance of services under this Agreement. The City shall assume sole responsibility for any debts or liabilities that may be incurred by the City in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the City or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WYDOT or to incur any obligation of any kind on behalf of the State of Wyoming or WYDOT. The City agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the City or the City's agents or employees as a result of this Agreement.
- O. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- P. Ownership and Return of Documents and Information.** WYDOT is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the City in the performance of this Agreement. Upon termination of services, for any reason, City agrees to return all such original and derivative information and documents to WYDOT in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers.
- Q. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- R. Insurance Requirements.** City is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in the WARM or LGLP to WYDOT.

- S. **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 WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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. **Termination of Agreement.** This Agreement may be terminated, without cause, by WYDOT upon thirty (30) days written notice. This Agreement may be terminated by WYDOT immediately for cause if the City fails to perform in accordance with the terms of this Agreement.
- V. **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.
- W. **Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- X. **Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- Y. **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.
- Z. **Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the City of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to WYDOT.

11. **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.

ATTEST:

Signature

Print Name

Title

(SEAL)

**CITY:
THE CITY OF CASPER**

Ray Pacheco, Mayor

Print Name

Date

ATTEST:

Caitlin Casner, Secretary
Transportation Commission of Wyoming

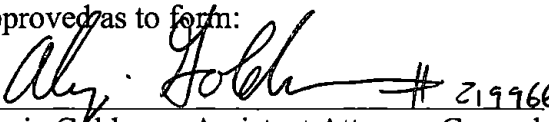
(SEAL)

**WYDOT:
WYOMING DEPARTMENT
OF TRANSPORTATION**

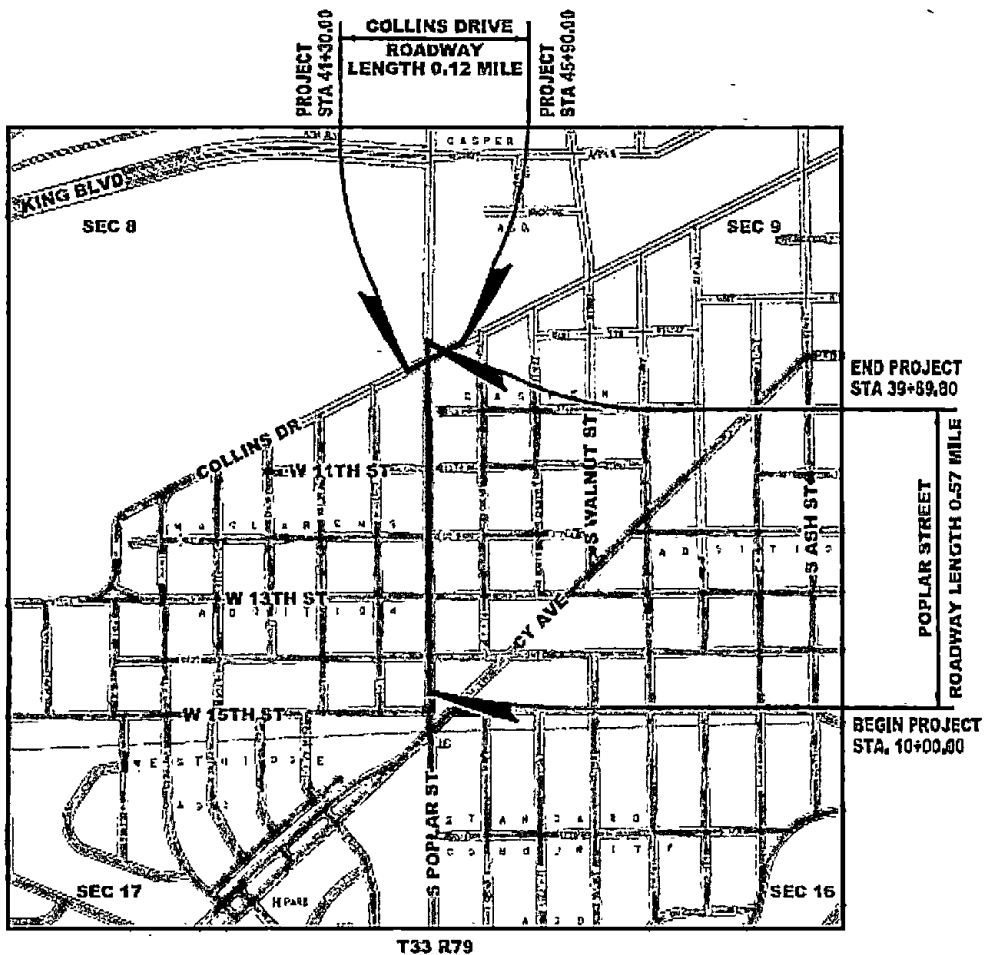
Mark J. Gillett, P.E., Chief Engineer

Date

Approved as to form:


Alysia Goldman, Assistant Attorney General # 219966
Date agreement prepared: 3-9-2022 3/22/22

POPLAR STREET CY AVE - W COLLINS DR NATRONA COUNTY



E

EXHIBIT "B"
Summary of Project Costs

Federal Project STP-E N212127
Casper Streets
Poplar Street, CY Avenue - Collins Drive
Natrona County

February 7, 2022

Costs were prepared by WYDOT using information provided by the City.

<u>Item</u>		<u>Cost</u>	
Estimated Construction Costs	=	\$482,500.00	
10% Construction Engineering	=	<u>48,250.00</u>	
Total Direct Costs	=	\$530,750.00	[1]
Indirect Cost Allocation Plan (ICAP) (\$530,750.00) (0.1100)	=	58,383.00	[2]
Total Project Costs = [1] + [2]	=	<u>\$589,133.00</u>	[3]

Funding Breakdown:

WYDOT's Maximum Federal Funds		\$400,000.00	[4]
City's Match Portion: (\$400,000.00÷0.9049) (0.0951) ([4] ÷ 0.9049) (0.0951)		\$42,038.00	[5]
City's Overmatch: [3] - [4] - [5]	=	<u>147,095.00</u>	[6]
Total Project Costs = [4] + [5] +[6]	=	<u>\$589,133.00</u>	

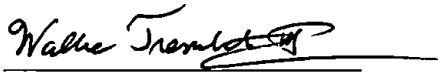
NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

APPROVAL AS TO FORM

I have reviewed the attached *Agreement between Wyoming Department of Transportation and the City of Casper* regarding *Federal Project STP-E N212127, Casper Streets, Poplar Street, CY Avenue – Collins Drive, Natrona County*, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: September 8, 2022.

A handwritten signature in black ink, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 22-166

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR STREET ENHANCEMENTS RELATED TO THE POPLAR STREET IMPROVEMENTS – CY AVENUE TO COLLINS DRIVE.

WHEREAS, the City of Casper desires to enter into a Cooperative Agreement with the Wyoming Department of Transportation for enhancements associated with the Street Enhancements related to the Poplar Street Improvements – CY Avenue to Collins Drive, Federal Project STP-E N212127; and,

WHEREAS, the Wyoming Department of Transportation is able and willing to provide those services.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Cooperative Agreement with the Wyoming Department of Transportation for the Poplar Street Improvements – CY Avenue to Collins Drive, in the amount of One Hundred Eighty-Nine Thousand One Hundred Thirty-Three and 00/100 Dollars (\$189,133.00).

BE IT FURTHER RESOLVED: That the City Manager is hereby authorized to make verified partial payments and contract extensions throughout the project in an amount not to exceed One Hundred Eighty-Nine Thousand One Hundred Thirty-Three and 00/100 Dollars (\$189,133.00).

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

Resolution – WYDOT Coop Agreement Enhancements
Poplar Street Improvements
CY Ave. to Collins Dr

August 29, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer

SUBJECT: Approval of an M-3A Access Application with the Wyoming Department of Transportation for an access permit at 935 West Yellowstone Highway as part of a restaurant and distribution center owned by Platte Enterprises, LLC.

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, execute an M-3A Access Application with the Wyoming Department of Transportation (WYDOT) for an access permit at 935 West Yellowstone Highway as part of a proposed site plan that includes a restaurant and distribution center owned by Platte Enterprises, LLC.

Summary:

A proposed site plan has been submitted to the City that includes a restaurant and distribution center owned by Platte Enterprises, LLC. The site plan includes public street access from an existing approach on South Poplar Street, a WYDOT controlled right-of-way. The existing 15 foot approach enters a City alley right-of-way, and the proposed approach will widen the existing by 15 feet, for a total proposed approach width of 30 feet. WYDOT requires execution of the access application to permit the work. The M-3A access application allows WYDOT to inspect plans and ensure the approach is constructed in a safe manner.

Financial Considerations

None

Oversight/Project Responsibility

Alex Sveda, City Engineer

Attachments

Resolution
M-3A Application (2)



Wyoming Department of Transportation Access Application

Property Owner (Permittee) City of Casper		Applicant or Agent (if different from Property Owner) Andrew Beamer	
Business (if applicable) City of Casper		Business (if applicable)	
Mailing Address 200 North David Street		Mailing Address	
City Casper		City	
State WY	Zip Code 82601	State	Zip Code
Phone Number 307 235-8341		Phone Number	
E-mail Address abeamer@casperwy.gov		E-mail Address	
Property Address of Requested Access (if known) 935 West Yellowstone Highway			
Located on Highway 220		Side of Highway <input type="checkbox"/> N <input type="checkbox"/> S <input checked="" type="checkbox"/> E <input type="checkbox"/> W	
Approximately 356 feet mile (circle: N S E W) from Milepost/Intersection 116			
Legal Description			
County Natrona	Subdivision Casper	Block	Lot
		Section 9	Township 33
		Range 79	
Access requested			
<input type="checkbox"/> New Access <input type="checkbox"/> Temporary Access <input checked="" type="checkbox"/> Change in Access Use <input type="checkbox"/> Removal of Access			
Check appropriate box if requesting a new access or change in access use.			
<input type="checkbox"/> Major <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Field			
Does the property owner own or have any interests in the adjacent property?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes, please describe: The access expands the existing alley approach to allow for shared access to alley and 935 W Yellowstone Hwy			
Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes, list them on your plans and indicate the proposed and existing access points			
I, the undersigned property owner, request permission to construct an access driveway on Wyoming Department of Transportation right-of-way at the above property, subject to the rules and regulations contained in the " Rules and Regulations, General Section, Chapter 13, Access Facilities, approved by the Transportation Commission of Wyoming and promulgated by authority of W.S. 24-2-105 and W.S. 24-6-101 through W.S. 24-6-111 to administer access facilities on the state highway system"			
If an access permit is issued to you, the applicant agrees to the terms and conditions as stated in the permit.			
Applicant or Agent Signature for Permittee		Date	
Applications for access permits will be accepted only from an individual(s), partnerships, corporations, or other bodies recognized by law as owning all or the major interest in the property or by a party having an easement through the property abutting the highway right-of-way or proposed highway.			
Property Owner Signature		Date	

Instructions

Form M-3A, Application for permit to Construct Access Driveway must be submitted to your local Wyoming Department of Transportation Maintenance Foreman. He will review and then submit all necessary paperwork to the District Traffic Engineer for processing. The applicant must submit two copies of the M-3A form filled in and signed by the individual, partnership, corporation, qualified agent, or other body recognized by law as owning all or the major interest in the property abutting the highway right of way or proposed highway. The planned property ingress or egress must be indicated as one of the following:

- Field (Minor) Access. An entrance to and/or exit from a field or unoccupied property if the access is not used daily throughout the year. Daily use for only a few weeks a year still qualifies as field access.
- Residential Access. An access providing entrance to and/or exit from residential dwelling(s) for exclusive use and benefit of those residing therein.
- Commercial Access. An entrance into and/or exit from any business, commercial development, cultural/institutional complex, public establishment, or any development serving 10 or more family residences.
- Major Access. Any access that generates more than 50 trip ends in any hour of a typical day or is a public street or access.

A business letter shall accompany the application. The letter should have a heading: including name, address, and telephone number of the above owner or owners, estimate of daily traffic, and state what you propose to do, (EX. where you intend to construct the access, when the work will be started, an estimate of completion time).

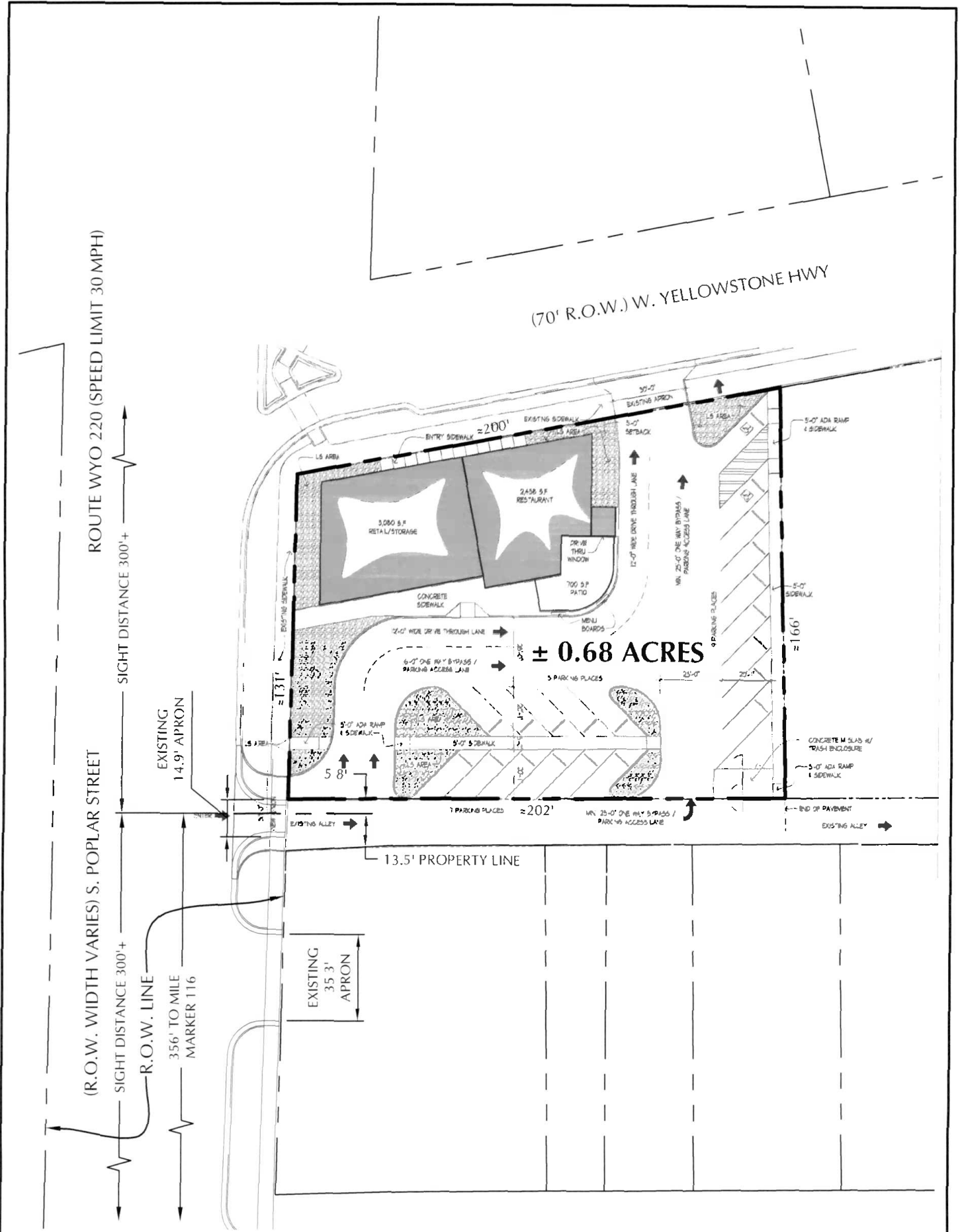
A drawing or a sketch showing sufficient dimensions shall be submitted with the application. Which clearly indicates the character and extent of the proposed work to include all or part the following?

- Proposed access.
- Land description to include the Section, Township, and Range
- The location of all existing or proposed buildings, stands, pumps, retaining walls, and other physical features which affect the access location.
- Property lines, dimensions, and existing accesses.
- All drainage which affects the access location.
- All accesses outside of the property but within 330 feet (urban), 660 feet (rural) of the property line.
- Off street parking locations which may affect access location.
- Radii of proposed accesses.

If Right-of-Way fence is involved, you are required to install brace panels on either side of the access. If you require a cattleguard, it must be located on the private property and installed and maintained by you. If a drainage problem will be created, a minimum of an 18" diameter CMP will be required under the proposed access. The length of the CMP must enable construction of 8:1 side slopes on the approach shoulders.

Note: In order to expedite the processing of your application, the location of the proposed access should be clearly indicated both on your drawing and/or sketch (by Highway Route and distance to a Milepost number) and marked at the actual site with highly visible markings for the field location and inspection.

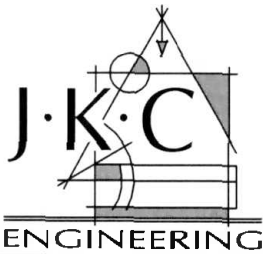
If you have any questions concerning your access application please feel free to contact the District office.



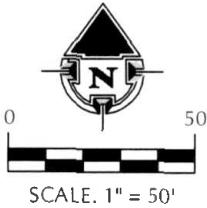
ONE APPROACH PROPOSED:
30' WIDE W/ 12' RADIUS RETURNS

NW1/4NW1/4 AND
SW1/4NW1/4
SEC. 9, T 33N., R.79W.

WO#: 22-33
DATE: 8/25/2022
DRAWN BY: S. GARRISON
EXHIBIT A



ENGINEERING • SURVEYING • GIS MAPPING
CONSTRUCTION MANAGEMENT
111 W. 2nd St., Ste 420 • Casper, Wyoming 82601
Ph: 307-265-4601 • Fax: 307-265-4672



RESOLUTION NO. 22-167

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ACCESS PERMIT WITH THE WYOMING DEPARTMENT OF TRANSPORTATION FOR ACCESS WIDENING AN ACCESS APPROACH AT 935 WEST YELLOWSTONE HIGHWAY

WHEREAS, the Platte Enterprises, LLC desires to widen an access approach near 935 West Yellowstone Highway; and,

WHEREAS, the Wyoming Department of Transportation requires the City of Casper to execute an Access Application for the work.

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 an Access Application with the Wyoming Department of Transportation for the work.

NOW THEREFORE, BE IT FURTHER RESOLVED: That the City Manager, Public Services Director, and the City Engineer for the City of Casper, are hereby designated as the authorized representatives of the City of Casper, to act on behalf of the Governing Body on all matters relating to these documents.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

August 23, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Andrew Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer
Scott R. Baxter, P.E., Associate Engineer

SUBJECT: Revocable License Agreement with 6H Group, LLC, dba Noland Feed, for Maintenance of a Loading Dock

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action Type

Resolution

Recommendation

That Council, by resolution, authorize a revocable license agreement with 6H Group, LLC, dba Noland Feed, for maintenance of a loading dock within City right-of-way.

Summary

The City of Casper is currently reconstructing the last phase of Industrial Avenue to improve drainage, surfacing, and pedestrian access. In order to clear up a decades-old conflict related to a historical loading dock, the City Engineering Division recommends execution of a license agreement. The license agreement will allow the property owners, 6H Group, LLC, dba Noland Feed, to continue to maintain their loading dock, all of which was built decades ago over City right-of-way along the frontage of 268 Industrial Avenue, Casper 82601, with the provision that the City may revoke the license with 60-days' notice. The owners are also responsible for all costs associated with maintenance and restoration of the property should the license agreement be revoked.

Financial Considerations

None.

Oversight/Project Responsibility

Scott R. Baxter, P.E., Associate Engineer

Attachments

Resolution
Revocable License Agreement

REVOCABLE LICENSE AGREEMENT FOR MAINTENANCE OF A LOADING DOCK

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the CITY OF CASPER, WYOMING, 200 North David, Casper, Wyoming 82601, hereinafter called the "**Licensor**," HEREBY GRANTS A REVOCABLE LICENSE ("**License**") to 6H GROUP, LLC, DBA NOLAND FEED, 268 Industrial Avenue, Casper, Wyoming 82601, hereinafter called the "**Licensee**," to maintain, inspect, repair, and remove a loading dock, hereinafter called the "**Facility**," located upon the following-described land situated in the City of Casper, County of Natrona, State of Wyoming, to-wit:

(See attached Exhibit "A" consisting of one (1) page and Exhibit "B" consisting of one (1) page)

THIS LICENSE is granted upon such express terms and conditions as are hereinafter set forth, and should the Licensee at any time violate any of the said terms and conditions, the Licensor, at its option, may immediately revoke this License; provided, however, Licensor first gives notice to Licensee of the alleged violation and provides to Licensee a reasonable opportunity to cure or rectify the alleged violation.

THIS LICENSE is subject to the following conditions:

1. Abandonment. If Licensee removes the Facility at any time for purposes other than maintenance or repair, this License shall be considered abandoned by the Licensee and automatically terminate.
2. Facility Condition. The work of maintaining, inspecting, repairing, or removing the Facility hereinabove referred to shall be prosecuted and completed in a good and workmanlike manner at the sole expense of the Licensee, and in accordance with good construction practice and the applicable City of Casper Standard Specifications. The Licensee's responsibility shall include, but not be limited to, restoring all surfaces to the same condition they were in prior to the maintenance authorized by this License. The Licensor reserves the right to, but need not, inspect such work in order to ensure compliance with said standards. Such work of maintenance, repair, or removal of the Facility shall be done in such a manner as to not unreasonably interfere with the use of the licensed premises by the Licensor and the general public and in such manner as to in no way endanger the general public in the use of said premises.
3. Title. Licensee hereby acknowledges the title of Licensor to the above described licensed premises, and agrees never to sell, resist, deny or encumber any such title.
4. Indemnification. Licensee agrees to indemnify the Licensor, its elected officials, appointed officials, employees, and duly authorized agents against, and save them harmless from, all

liability for damages to property, or injury to, or death of, persons, including the Licensor, its agents and employees, and including all costs and expenses incident thereto arising wholly or in part from, or in conjunction with, existence, maintenance, repair, renewal, operation, use, or removal of the said Facility, to the extent such damage or injury is caused by the acts of Licensee, its agents or employees.

5. Right of Use, Relocation, Revocation and Removal.

- A. The Licensor reserves the right to use, occupy, and enjoy the Facility in such a manner and at such times as it shall desire, the same as if this instrument had not been executed by them. If any such use shall, at any time, necessitate any change in the location or manner of use of said Facility, or any part thereof, such change or alteration shall be made by the Licensee within a reasonable time at the sole expense of said Licensee, upon the demand of the Licensor and the Licensor shall not be liable to said Licensee on-account thereof, or on account of any damage growing out of any use which the Licensor may make of its Facility.
- B. In addition to its right to revoke this License for cause, the Licensor shall have the right, at any time, to revoke this License without cause upon giving of not less than sixty (60) days' notice in writing to the said Licensee, and at the expiration of the time limited by said notice or upon the express revocation of this License for any of the causes enumerated herein, the Licensee shall promptly and in the manner directed by the Public Services Director, through the City Manager, remove the Facility and each and every part thereof hereby authorized, from the licensed premises and leave said premises in the same condition in which it was before the installation of the Facility.
- C. If the Facility, or any portion thereof, is not removed within sixty (60) days of the receipt of the notice, or such additional time as may be granted in writing by the Licensor, then the Facility, or any part thereof, shall be considered to be abandoned and shall become the property of the Licensor. Upon the refusal or failure of Licensee to remove the Facility, when directed, the Licensor may remove the Facility, and each and every part thereof, and restore the premises to the same condition as before the granting of this License, and the Licensee hereby agrees to pay the Licensor the cost of said removal of the Facility or any part thereof.

6. Assignment. In the event the Facility is conveyed to another party, this License may also be assigned to said party, and upon said assignment said party shall become entitled to all of the rights and privileges granted and shall assume all of the obligations and duties herein provided.

7. Reservations. This License is granted to Licensee subject to all existing easements, rights-of-way, covenants, restrictions and reservations.

8. **NO WARRANTY.** LICENSOR DOES NOT WARRANT OR REPRESENT THAT THE PREMISES ARE SAFE, HEALTHFUL, OR SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE PERMITTED TO BE USED UNDER THE TERMS OF THIS LICENSE, AND LICENSEE ACCEPTS THE LICENSED PREMISES "AS IS".
9. Governmental Claims Act. The Licensor does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming State Statutes Sections 1-39-101, *et seq.* The licensor specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
10. Entire Agreement. This License contains the entire agreement between the parties hereto, the terms hereof may not be modified in any respect whatsoever unless in writing by both parties under the signature of the duly authorized representative of Licensor.
11. No Partnership, Joint Venture or Third Party Beneficiaries. Nothing herein contained shall constitute a partnership between or joint venture by the Parties hereto or constitute any Party the agent of the others. No Party shall hold itself out contrary to the terms of this Section and no Party shall become liable by any representation, act or omission of the other contrary to the provisions hereof. This License is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
12. Changes. No modifications to this License may be made unless they are made in writing, signed by both parties, and approved by the City.
13. Waiver. No failure by the City to insist upon the strict performance of any terms or conditions of the License, or to exercise any right or remedy available on a breach thereof, and no acceptance of full or partial fee payments during the continuance of any such breach shall constitute a waiver of any such breach or of any term or condition of this License. No term or condition of this License required to be performed by the Licensee, and no breach thereof, shall be waived, altered, or modified, except by a written instrument executed by all appropriate parties. No waiver of any breach shall affect or alter any term or condition of this License, and such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
14. Reimbursement of Default, Removal and Eviction Action Expenses. Licensee agrees to pay and indemnify the City against all legal costs and charges, and attorney's fees, in obtaining possession of the licensed premises after a default of the Licensee, or after the Licensee's default in surrendering possession of the licensed premises, or for the City enforcing any covenant of the License herein contained.

15. Compliance with Laws. Licensee shall comply with all federal, state or local laws and regulations, including all environmental laws. Licensee shall obtain all required permits, permission, licenses, etc. prior to performing any work on any additional work on City property, easements or rights-of-way.
16. Recording. This License shall be recorded in the Natrona County Clerk's office, and the Licensee shall, at Licensors' option, either pre-pay or reimburse the City of Casper for the cost therefor.
17. Notices. Until a different address is provided in a notice to the other party, all notices, demands or requests made by either party to the other which are required or permitted by the provisions of this License shall be in writing and shall be deemed sufficiently given if: (a) delivered by hand (against a signed receipt); (b) mailed by United States certified or registered mail, return receipt requested, postage prepaid); or (c) sent by nationally recognized commercial overnight delivery service at the following addresses:

6H Group, LLC, DBA Noland Feed
Attn: Jamie Haigler
268 Industrial Ave,
Casper, WY 82601

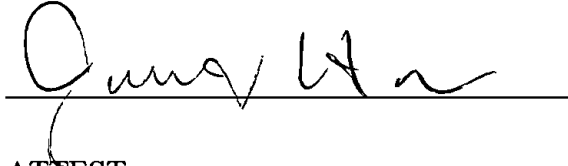
City of Casper
Attn: Public Services Director
200 North David St.
Casper, WY 82601

Notwithstanding anything contained in this License to the contrary, any notice required to be given by Licensor or Licensee hereunder shall be deemed to be effective as of the date such notice is received or refused as reflected on said notice.

18. Severability. If any term of this License is found to be void or invalid, such finding shall not affect the remaining terms of this License, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

IN WITNESS WHEREOF, the CITY OF CASPER, WYOMING, has caused this License to be executed on the ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

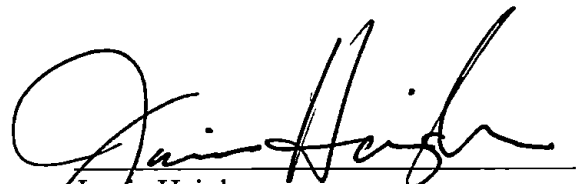
Ray Pacheco
Mayor

THE UNDERSIGNED, the Licensee mentioned in the foregoing License, hereby accepts the same subject to the terms and conditions contained therein.

WITNESS:



Amanda Daniels
Administrative Assistant
6H Group, LLC, DBA Noland Feed



Jamie Haigler
Owner
6H Group, LLC, DBA Noland Feed

ACKNOWLEDGMENT

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

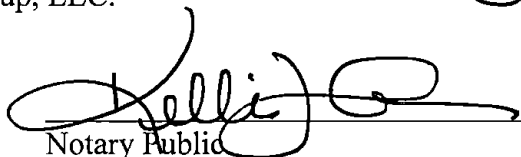
The foregoing instrument was acknowledged before me on the _____ day of _____, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming.

Notary Public

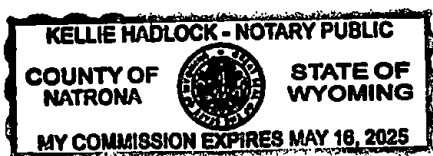
My commission expires: _____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me on the 31st day of Aug., 2022, by Jamie Haigler, Owner, 6H Group, LLC.


Notary Public

My commission expires: 5/16/25



STATE OF __WYOMING__).

) ss.

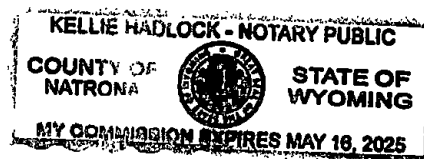
COUNTY OF __NATRONA__).

ON THIS 31 DAY OF Aug, 2022, BEFORE ME PERSONALLY APPEARED **AMANDA DANIELS** KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 31 DAY OF Aug, 2022 ²⁰²² ~~2020~~ *thf*

X *Kellie*
NOTARIAL OFFICER

MY COMMISSION EXPIRES: 5/16/25

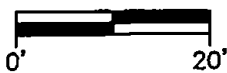
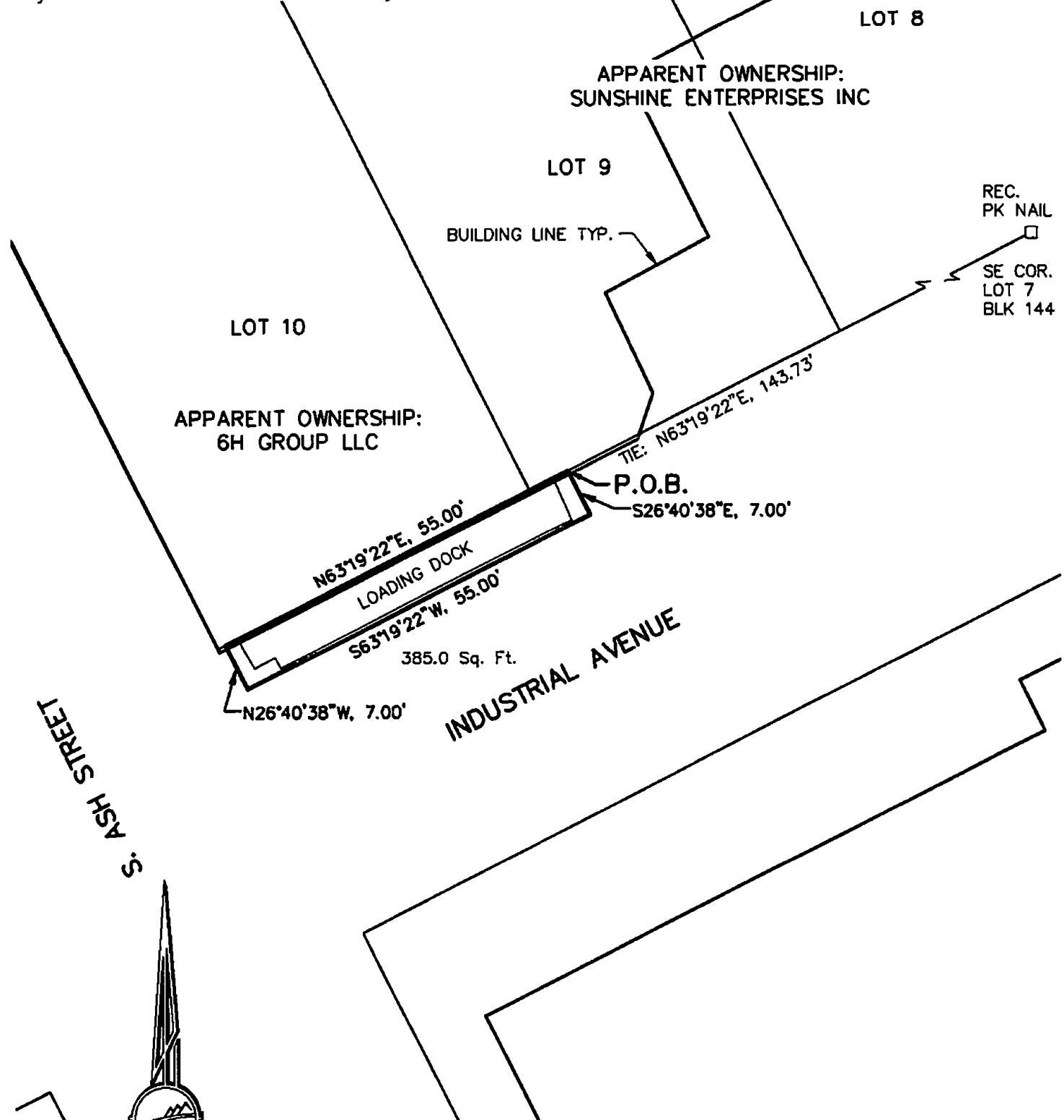


WLC ENGINEERING & SURVEYING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

Client CITY OF CASPER Address 200 NORTH DAVID STREET
City CASPER State WYOMING Zip 82601

PROPERTY LOCATION PLAT

NE1/4NW1/4 Section 9, T. 33 N., R. 79 W., 6th Principal Meridian, Wyoming
Lot 9 & 10 Block 144 Subdivision CASPER ADDITION
City CASPER County NATRONA State WYOMING

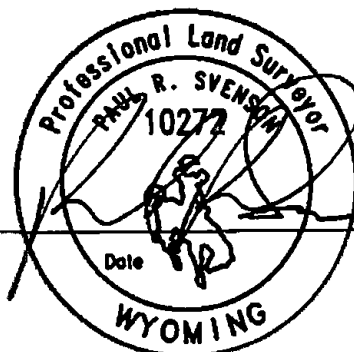


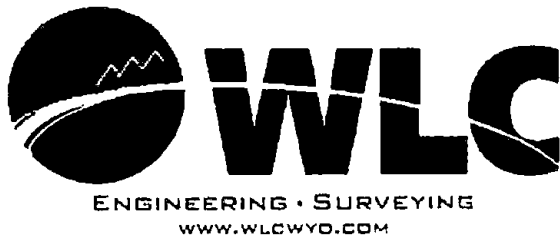
SCALE: 1"=20'

BASIS OF BEARING:
STATE PLANE COORDINATES
WYOMING EAST CENTRAL ZONE
NAD 83/2011
US SURVEY FOOT GRID DISTANCE

Date: 06-02-22
W.O. No. 17422
Book No. , Pg.
Drawn By: MPJ

Exhibit "B" - Page 1 of 1





CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

June 2, 2022
Page 1 of 1

City of Casper
200 N. David Street
Casper, Wy 82601

W.O. No.: 17422

Description: (385.0 Square Foot Parcel)

A Parcel located in and being a portion of Industrial Avenue, City of Casper, and a portion of the NE1/4NW1/4, Section 9, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the most northerly corner of the Parcel being described and a point in the northerly right of way line of Industrial Avenue and southerly line of Lot 9, Block 144, Casper Addition and from which point the southeasterly corner of Lot 7, said Block 144, Casper Addition bears N63°19'22"E, 143.73 feet; thence from said Point of Beginning and along the easterly line of said Parcel and into said Industrial Avenue, S26°40'38"E, 7.00 feet to a point; thence along the southerly line of said Parcel, S63°19'22"W, 55.00 feet to a point; thence along the westerly line of said Parcel, N26°40'38"W, 7.00 feet to a point in and intersection with the northerly right of way line of said Industrial Avenue and the southerly line of Lot 10, said Block 144, Casper Addition; thence along the northerly line of said Parcel and the northerly right of way line of said Industrial Avenue and the southerly line of said Block 144, Casper Addition, N63°19'22"E, 55.00 feet to said Point of Beginning and containing 385.0 square feet, more or less, as set forth by the plat attached and made a part hereof.

Said Parcel being subject to any and all reservations, easements and rights-of-way of record or as may otherwise exist.

RESOLUTION NO. 22-168

A RESOLUTION ISSUING A REVOCABLE LICENSE AGREEMENT WITH 6H GROUP, LLC, DBA NOLAND FEED, FOR MAINTENANCE OF A LOADING DOCK WITHIN CITY RIGHT-OF-WAY.

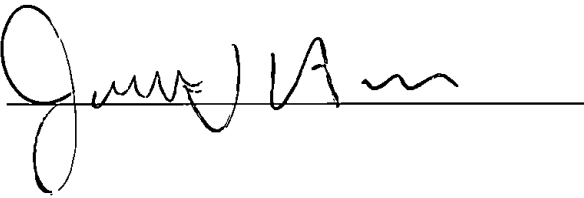
WHEREAS, 6H Group, LLC, dba Noland Feed, has requested permission from the City to use City property for maintaining, inspecting, repairing, and removing a dock at 268 Industrial Avenue, Casper Wyoming 82602; and,

WHEREAS, the City of Casper has determined that the use of said City right-of-way will not unreasonably interfere with the use thereof by the City or the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper agrees to authorized a revocable license agreement and that the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a revocable license agreement with 6H Group, LLC, dba Noland Feed, for the purpose of using certain City-owned property for maintaining, inspecting, repairing, and removing a loading dock, more particularly described in said license agreement, and specifically subject to the conditions set forth therein.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "J. Tremel", is written over a horizontal line.

ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

September 1, 2022

MEMO TO: J. Carter Napier City Manager *sc*

FROM: Andrew B. Beamer, P.E., Public Services Director *B*
Alex Sveda, P.E., City Engineer *AS*
Zulima Lopez, Parks, Recreation, and Public Facilities Director
Andrew Colling, Engineering Tech

SUBJECT: Authorizing an agreement with JTL Group Inc, dba Knife River, in the amount of \$145,500 for the 2022 Platte River Trails Replacements, Project 22-042.

Meeting Type & Date:

Regular Council Meeting
September 20, 2022

Action Type

Resolution

Recommendation:

That Council, by resolution, authorize an agreement with JTL Group Inc, dba Knife River, in the amount of \$145,500 for the 2022 Platte River Trails Replacements, Project 22-042. Furthermore, it is recommended that Council authorize a construction contingency account, in the amount of \$14,500, for a total project amount of \$160,000.

Summary:

On Wednesday, August 31, 2022, four (4) bids were received for the 2022 Platte River Trails Replacements, Project 22-042. The bids received for this work are as follows:

<u>CONTRACTOR</u>	<u>BUSINESS LOCATION</u>	<u>BASE BID</u>
Knife River, Inc.	Casper, Wyoming	\$145,500
Wayne Coleman Construction	Mills, Wyoming	\$150,307
Crown Construction	Mills, Wyoming	\$165,500
71 Construction	Casper, Wyoming	\$248,165

The engineer's estimate prepared by the City Engineering Office was \$127,500, with the low bid received at \$145,500. Adding a construction contingency amount of \$14,500 will bring the total contract amount to \$160,000.

JTL Group, Inc., dba Knife River
2022 Platte River Trails Replacements
Project No. 22-042

The project consists of replacing approximately 1,500 feet of existing asphalt pathway between Crossroads Park and the North Casper Athletics Complex with 10-foot-wide concrete pathway. The completion date for the project is May 31, 2023.

Financial Considerations:

Funding for this project will be from the One Cent #16 funds allocated to the Platte River Trails. At the time the project was funded and bid out, the FY23 Platte River Trails Trust (PRTT) Trail Maintenance Project had a budget of \$157,172. The available construction budget was reduced to \$141,155 after engineering fees were deducted. During the first three months of FY23, an additional \$125,151 of OC16 revenue has been collected and earmarked for PRTT projects, and will be available through a budget amendment.

Oversight/Project Responsibility:

Andrew Colling, Engineering Tech

Attachments:

Resolution

Agreement

STANDARD FORM OF
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Casper, 200 North David Street, Casper, Wyoming 82601, hereinafter referred to as the "Owner," and with JTL Group, Inc., dba Knife River, PO Box 730, Casper, Wyoming 82602, hereinafter referred to as the "Contractor."

WHEREAS, the City of Casper desires to remove and replace approximately 1,500^{feet} of pathway within the trails system and,

WHEREAS, Knife River is able and willing to provide those services specified as the 2022 Platte River Trails Replacements, Project No. 22-042.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract Documents for the 2022 Platte River Trails Replacements, Project No. 22-042, hereinafter referred to as the "Work."

ARTICLE 2. ENGINEER.

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

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by May 31, 2023, and completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions by June 15, 2023.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$1,000) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner

Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty, but represent the parties' best estimate of actual damages.

ARTICLE 4. CONTRACT PRICE.

Owner shall pay Contractor in current funds for performance of the Work in accordance with the Contract Documents, subject to additions and deductions by Change Order, the contract price of One Hundred Forty-Five Thousand Five Hundred Dollars (\$145,500), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 through BF-4, Bid Form and BS-1, Bid Schedule) and by this reference made a part of this Agreement.

ARTICLE 5. PAYMENT PROCEDURES.

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

- 5.1 Progress Payments. Contractor's Applications for Payment, as recommended by Engineer, shall be submitted to City Engineering Staff AND City of Casper Accounts Payable at accountspayable@cityofcasperwy.gov on or before the 25th day of each month during construction, and Owner shall mail progress payments in the following month one day after the second monthly meeting of the Casper City Council. Progress payments shall be structured as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 14.1 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
 - 5.1.1 Progress payment will be made in an amount equal to ninety-five percent (95%) of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.3, 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 OWNER may withhold progress payments if CONTRACTOR fails to submit an updated progress schedule with the application for payment as detailed in Section 01310 Progress Schedules.
- 5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, Engineer shall recommend payment and present

Contractor's Final Application for Payment to the City. Pursuant to Wyoming State Statutes, final payment cannot be made until forty-one (41) days after publication of the first Notice of Completion.

ARTICLE 6. WITHHELD FUNDS.

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

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

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

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

ARTICLE 8. CONTRACT DOCUMENTS.

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

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same.
- 8.3 Exhibit "A" - Bid Form (Pages BF-1 through BF-4) and Bid Schedule (BS-1).
- 8.4 Addenda No. (0).
- 8.5 Performance and Payment Bonds.
- 8.6 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.7 General Conditions (Pages 00700-1 to 00700-42, inclusive).
- 8.8 Supplementary Conditions (Pages SC-1 to SC-16, inclusive).
- 8.9 General Requirements, consisting of seven (7) sections.
- 8.10 Special Provisions consisting of one (1) section.
- 8.11 Notice of Award.
- 8.12 Notice to Proceed.
- 8.13 Minutes of the Pre-Bid Conference, if any.
- 8.14 Contract Drawings, with each sheet bearing the following general title:

2022 Platte River Trails Replacements, Project No. 22-042

- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.
- 8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Paragraphs 3.04 and 3.05 of the General Conditions, on or after the effective date of this Agreement.
- 8.17 Notice of Substantial Completion.

ARTICLE 9. GOVERNMENTAL CLAIMS ACT

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

ARTICLE 10. MISCELLANEOUS PROVISIONS.

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

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

DATED this _____ day of _____, 2022.

APPROVED AS TO FORM:

Walter Tremel

CONTRACTOR:

ATTEST:

JTL Group, Inc., dba Knife River

By: _____

By: _____

Title: _____

Title: _____

OWNER:

CITY OF CASPER, WYOMING
A Municipal Corporation

ATTEST:

By: _____

By: _____

Fleur Tremel

Ray Pacheco

Title: City Clerk

Title: Mayor

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

PROJECT IDENTIFICATION: City of Casper
 2022 Platte River Trails Replacements
 Project No. 22-042

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

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to complete all Work as specified or indicated in the Bidding Documents for the Contract Price by May 31, 2023, and completed and ready for final payment not later than June 15, 2023 in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Wyoming Statutes Section 16-6-101, et seq., is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

 Addendum No. NONE Dated
 Addendum No. Dated
 - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;
 - C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or

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

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

TOTAL BASE BID, IN NUMERALS: \$ 145,500.00

TOTAL BASE BID, IN WORDS: ONE HUNDRED FORTY FIVE THOUSAND FIVE HUNDRED DOLLARS.

6. Bidder agrees that the work for the City will be as provided above.
7. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
8. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
 - B. Itemized Bid Schedule.
 - C. State of Wyoming Certificate of Residency Status, in conformance with the Instructions to Bidders.
9. Communications concerning this Bid shall be addressed to:

Address of Bidder: JTL GROUP INC. 162 KNIFE RIVER
PO BOX 732
CASPER, WY 82602

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

Submitted on AUGUST 31st, 2022.

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

IF BIDDER IS:

AN INDIVIDUAL

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

doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

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

(General Partner)

Business Address: _____

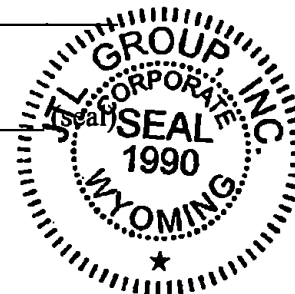
Phone Number: _____

A CORPORATION OR LIMITED LIABILITY COMPANY

By: JTL GROUP INC. dba KNIFE RIVER
(Corporation's or Limited Liability Company's Name)

WYOMING

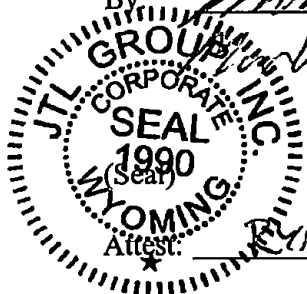
(State of Incorporation or Organization)



By: [Signature]

[Signature]

Mark Foster Construction Manager
(Title)



Attest: RYAN DRAKE

Business Address: JTL GROUP INC. dba KNIFE RIVER
PO BOX 730
CASPER, WY 82602

Phone Number: 307-237-9346

A JOINT VENTURE

By: _____ (seal)
(Name)

(Address)

By: _____ (seal)
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID SCHEDULE
2022 Platte River Trails Replacements
Project No. 22-042
 Bid Date: August 31, 2022

COMPANY NAME. JTL Group, Inc., dba Knife River

ADDRESS: PO Box 730, Casper, Wyoming 82602

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

LS = Lump Sum

LF = Linear Feet

ITEM NO.	BASE BID SCHEDULE	UNIT	QUANTITY	UNIT COST	TOTAL COST
	DESCRIPTION				
1	Mobilization and Bonding	LS	1	\$ 25,500.00	\$ 25,500.00
2	10' Wide Concrete Pathway with Basecourse	LF	1,500	\$ 80.00	\$ 120,000.00
TOTAL BASE BID (SUM OF ITEMS 1 - 2)					\$ 145,500.00

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020

Phone 307-777-7311

Website: <https://sos.wyo.gov> · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JTL Group, Inc.		
Filing ID	1990-000261486		
Type	Profit Corporation	Status	Active

General Information

Old Name	Casper Concrete Company	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	07/23/1990 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	500,000	Preferred Shares		Additional Stock	Y
Par Value	1.0000	Par Value	0.0000		

Principal Address

1461 Bryan Stock Trail
Casper, WY 82601

Mailing Address

1150 West Century Ave
Bismarck, ND 58503

Registered Agent Address

C T Corporation System
2232 Dell Range Blvd Ste 200
Cheyenne, WY 82009

Parties

Type	Name / Organization / Address
Director	Terry D Hidlestad
Director	William E Schneider
President	Richard L Allison
President	Terry D Alldredge
Secretary	Karl A Liepitz
Secretary	Pamela L Michalies
Secretary	Paul K Sandness
Treasurer	Nancy K Christenson
Vice President	Joe K Stephenson

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name **JTL Group, Inc.**

Filing ID **1990-000261486**

Type Profit Corporation

Status

Active

Vice President Terry R Haven

Notes

Date	Recorded By	Note
------	-------------	------

1/9/2009 10:11 AM	MBOWMA	08/30/07 Merged: Constellation Acquisition, LLC (2007-542406) (DE)
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RESOLUTION NO. 22-169

A RESOLUTION AUTHORIZING AN AGREEMENT WITH JTL GROUP, INC., DBA KNIFE RIVER, FOR THE 2022 PLATTE RIVER TRAILS REPLACEMENTS PROJECT NO. 22-042.

WHEREAS, the City of Casper desires to remove and replace damaged asphalt pathways in the Platte River Trails system for the Platte River Trails Replacements Project; and,

WHEREAS, JTL Group, Inc., dba Knife River, is able and willing to provide those services specified as the 2022 Platte River Trails Replacements Project, No. 22-042; 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 Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) 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 JTL Group, Inc., dba Knife River, for those services, in the amount of One Hundred Forty-Five Thousand Five Hundred and 00/100 Dollars (\$145,500 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 One Hundred Forty-Five Thousand Five Hundred and 00/100 Dollars (\$145,500.00) and Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) for a construction contingency account, for a total project amount of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00).

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 Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00) and other project administration related change orders that do not substantially alter the scope of the project.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:




ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

August 31, 2022

MEMO TO: J. Carter Napier City Manager 

FROM: Andrew B. Beamer, P.E., Public Services Director
Alex Sveda, P.E., City Engineer

SUBJECT: Authorizing a Donation Agreement between The American Legion George W. Vroman Post 2 and the City of Casper for Wyoming's Fallen Memorial, Project No. 22-055.

Meeting Type & Date:
Regular Council Meeting
September 20, 2022

Action Type
Resolution

Recommendation:
That Council, by resolution, authorize a Donation Agreement between the The American Legion George W. Vroman Post 2 and the City of Casper for Wyoming's Fallen Memorial, Project No. 22-055.

Summary:
The American Legion George W. Vroman Post 2 (Legion) has proposed to donate and provide construction of a memorial honoring Wyoming veterans who gave their lives in combat. The memorial is planned to be located at Patterson-Zonta Park, 3800 West 13th Street and includes an arch structure, benches, signage dedicated to fallen veterans and donor recognition, lighting, flags, and a walkway.

As part of the Donation Agreement requirements, a Bill of Sale must be approved and executed for the transfer of ownership.

Financial Considerations:
None.

Oversight/Project Responsibility:
Alex Sveda, P.E., City Engineer

Memo – Donation Agreement
The American Legion George W. Vroman Post
Wyoming's Fallen Memorial
Project No. 22-055.

Attachments:

Donation Agreement

Resolution

Proposed Memorial Rendering

Memo – Donation Agreement
The American Legion George W. Vroman Post
Wyoming's Fallen Memorial
Project No. 22-055

WYOMING'S FALLEN MEMORIAL DONATION AGREEMENT

THIS Wyoming's Fallen Memorial Donation Agreement ("**Agreement**") is entered into on this _____ day of _____, 2022, by and between the City of Casper ("**City**"), a Municipal Corporation, 200 North David Street, Casper, Wyoming 82601, and The American Legion George W. Vroman Post 2, a 501(c)(19) nonprofit organization located at P.O. Box 2268, Casper, Wyoming 82602 ("**Organization**"). Individually an entity may be referred to as a "**Party**" or collectively, the City and Organization may be referred to as the "**Parties**."

RECITALS

- A. The City is the owner of real property generally described as Patterson-Zonta Park located at 3800 W. 13th Street, Casper, Wyoming 82604 and shall receive and become the owner of any improvements made therein by Organization.
- B. The Organization desires to construct and donate Wyoming's Fallen Memorial at Patterson-Zonta Park, including the electrical, lighting, sign stands, benches, structures, beam arch, handrail, sidewalk around the memorial from the pathway to the parking lot, flag poles, memorial rock/boulder with brass plaques and lettering, and name panels (together referred to herein as "**Memorial**").
- C. The Organization shall ensure that the installation of the Memorial meets or exceeds all American Society for Testing and Materials (ASTM) standards for memorial safety and functionality; is installed in accordance with manufacturers written recommendations; and meets all the requirements of the Casper Municipal Code and most current edition of the City of Casper Standard Specifications for Public Works Construction and Infrastructure Improvements.
- D. The City agrees to accept the donation subject to the terms and conditions of this Agreement.

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 of this Agreement

2. Purpose. The purpose of this Agreement is to establish installation requirements and maintenance responsibilities for a donated Memorial located at Patterson-Zonta Park.
3. Installation.
 - a. The Organization shall construct the Memorial in accordance with the documents listed below.
 - i. SHEET NO. 1 OF 1, AMERICAN LEGION WYOMING'S FALLEN MEMORIAL SITE PLAN, Dated 6/3/22 by WLC, attached hereto as **Exhibit "A"**.
 - ii. SHEET S1 of 2, ELEVATION and PLAN, New Sign Structures for: CASPER LEGION WYOMING'S FALLEN MEMORIAL, Patterson-Zonta Park, Casper, WY, Dated 5/23/2022 and SHEET S2 of 2, SIGN, New Sign Structures for: CASPER LEGION WYOMING'S FALLEN MEMORIAL, Patterson-Zonta Park, Casper, WY, Dated 10/4/2021, by LOWER, PC, STRUCTURAL ENGINEERS, attached hereto as **Exhibit "B"**.
 - iii. Flag Poles shall be hurricane-rated with a minimum 120 mile per hour wind resistance and with internal-hidden halyard and of same material and mounting to match those existing at Veteran's Park, Casper, Wyoming as stated in the email Subject: Flag poles, Dated Wednesday, August 17, 2022 4:46 PM, attached hereto as **Exhibit "C"**.
 - iv. All lighting shall include LED fixtures and shall be rated for negative forty degree Fahrenheit (-40° F). Flood lighting shall be RAB, HNLED26NA.
 - v. Electrical Record Documents: All underground electrical/power shall be shown on a map with lines designated as "UGP" indicating any primary or secondary services and related terminal locations. A wiring and breaker diagram shall be shown on said map, including but not limited to the Rocky Mountain Power meter number, breaker panel, and all related breakers. This map shall be submitted as a requirement of acceptance in this Agreement.
 - vi. All handrails and vertical pipe supports shall be 2-inch steel pipe. Vertical pipe supports shall be set every 6 feet horizontally and shall extend a minimum of 3 feet below finished ground and anchored into a minimum of 12-inch diameter, 4 foot deep concrete anchor footings. Horizontal pipe top handrail shall be 3 foot high above finished ground.

- vii. All benches shall be 6-feet long, Ultra Site (by PLAYCORE CO.), Model 964-S6 or approved equal.

4. Severance and Donation Agreement.

- a. Upon construction of the Memorial and acceptance of it by the City, all of the Organization's right, title, and interest in and to it shall transfer to the City as its sole and separate property under the terms and conditions of this Agreement.
- b. To effectuate the transfer described above, the Organization shall execute a Bill of Sale in a form acceptable to the City and materially similar to the Bill of Sale attached hereto as **Exhibit "D"**.
- c. The Parties agree and stipulate that the Memorial is not, and shall not be considered a fixture on or to the real property in Patterson-Zonta Park. The ownership of the Memorial is the sole and separate personal property of the City.

5. Maintenance.

- a. The Organization will inspect the Memorial at a minimum of one (1) time per month for loose or missing name panels. Loose panels will be tightened or replaced by the Organization.
- b. The Organization will inspect the Memorial at a minimum of one (1) time per month for bird feces. Bird feces will be removed at the expense of the Organization. The Organization will notify the City after each inspection.
- c. The Organization shall maintain the Memorial to include repairs, theft, and removal of graffiti.
- d. The City shall not be held liable for any damage to the Memorial during City maintenance activities.

- e. The City, at its sole discretion, may remove name panels it deems unsightly due to damage or wear. The City will notify the Organization when a name panel is damaged or missing.
- f. The City is under no obligation to repair or replace any Memorial feature.
- g. The City retains the right to remove Memorial features due to disrepair. The Organization will replace, at the Organization's expense, any Memorial feature the City removes due to disrepair.

6. Utilities.

- a. The Organization will provide the electrical service through the City's existing electrical system. The Organization shall provide all record documents as specified in Section 3.a.v. Electrical Record Documents.
- b. The City will pay the electrical utility bills for the Memorial.

7. Recognition Sign.

- a. The Organization may place a donor recognition sign provided that the sign is subordinate to, and in keeping with, the character of the Memorial and Patterson-Zonta Park.
- b. Signage design shall be pre-approved by the Parks, Recreation, and Public Facilities Director prior to ordering and must be in accordance with City Resolution 19-195, Provisions and Procedures for Accepting Donations, Memorials, and Sponsorship Contributions. The Parks, Recreation, and Public Facilities Director may reject any design that does not meet City donation standards.

Donor recognition signs shall be included and constructed in accordance with Section 3.a.ii. SHEET S2 of 2, SIGN or approved equal.

- c. Signage will be purchased and maintained by the Organization. The Organization will be responsible for repair or replacement of the sign due to vandalism or other damage. The City

is under no obligation to repair or replace recognition signage.

- d. The City may temporarily remove signage it deems unsightly or unsafe due to damage. The Organization may reinstall a repaired sign or replace it with a new sign of the same approved design.
- e. In recognition of their substantial donation to the City, the Organization may place their logo on the sign.
- f. Signage may not utilize any other donor corporate logos or slogans than the Organization's. Corporate names may be used.

8. Agreement Term.

- a. The term of the "Installation" portion of this Agreement shall commence on the date written above, and shall remain in full force and effect until the installation work is acceptable and approved by the City Engineer, and the Organization provides the City with a donation letter assigning ownership of the Memorial to the City.
- b. The term of the "Maintenance" and "Recognition Signage" portions of this Agreement shall commence on the date written above, and shall remain in full force and effect until this Agreement is terminated by either Party.

9. Agreement Termination. After construction and acceptance of the Memorial, either Party may terminate the Agreement by giving thirty (30) days written notice to the other Party of its intent to terminate this Agreement. However, in the event of termination, the Organization's Maintenance responsibilities under Section 5 of this Agreement will continue for ten (10) years from the date of termination.

10. Insurance and Indemnification.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. *Additional Insured Status*

The City, its officers, elected and appointed officials, employees, agents and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Organization 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 Organization'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).

B. Primary Coverage

For any claims related to this Agreement, the Organization'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 Organization as respects the City, its officers, elected and appointed officials, employees, agents and volunteers.

C. 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.

D. Waiver of Subrogation

The Organization hereby grants to the City a waiver of any right to subrogation which any insurer of said Organization may acquire against the City by virtue of the payment of any loss under such insurance. The Organization 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.

E. 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 Organization to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- b. Option 2: The Organization 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 Organization is unable to pay any deductible or self-insured retention amount(s) required by the insurance policy. The Organization 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 Agreement and any subsequent time period required for claims made policies.

F. *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

G. *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 Agreement or the beginning of Agreement work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the Memorial*. However, the Organization's liabilities under this Agreement 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 Agreement effective date, the Organization must purchase "extended reporting" coverage for a minimum of *five (5) years* after completing of Memorial and at all times thereafter until the applicable statute of limitations runs.

H. *Verification of Coverage*

The Organization 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 Organization'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.

11. Miscellaneous Provisions.

- a. Governmental Claims. The City of Casper does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 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.
- b. Third Party Beneficiary.
 - i. Except for as described in section b. ii. Below, the Parties to this Agreement do not intend to create, except as provided above 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. Except as provided above, the rights, duties, and obligations contained in this Agreement shall operate only between the signatories to this Agreement, and shall inure solely to the benefit of the Parties to this Agreement. The signatories to this Agreement intend and expressly agree that only signatories 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.
 - ii. Notwithstanding Section b. i. above, the City shall be deemed a third party beneficiary of the material and construction contracts of the Memorial, including warranties thereof.
- c. Incorporation of Exhibits. All exhibits referenced herein are hereby made a part of this Agreement.

- d. Authority. Each individual executing this Agreement, for and on behalf of the Parties, hereby state that they have the requisite power and authority to enter into this Agreement and to consummate the transactions contemplated and intended hereby.
- e. Complete Agreement. This Agreement shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this Agreement shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- f. Merger. The Parties specifically agree that all prior agreements between them, oral or written, regarding the Memorial are hereby contained, set forth and merged in this Agreement.
- g. Binding. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs, grantees and assigns.
- h. Notices. Any and all notices required to be made under the terms of this Agreement shall be made by mailing said notice to the other Party at the other Party's address as stated below, or at such other address specified in writing by any Party to the other Parties by United States First Class, Certified Mail, Return Receipt Requested:

The American Legion George W. Vroman Post 2:
Attn: Dean Welch
P.O. Box 2268
Casper, WY 82601

City:
City of Casper
Attn: City Manager
200 N. David St.
Casper, WY 82601

- i. Recording. The Parties agree that this Agreement shall be recorded in the real estate records of Natrona County, Wyoming at the sole cost of the City.

- j. Bill of Sale. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law 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.
- k. Survival. The provisions of Section 10 (Insurance and Indemnification) of this Agreement and remedies for the breach thereof, shall survive the termination of this Agreement under the terms hereof for a period of three (3) years beyond the termination or expiration hereof unless otherwise stated in the Agreement. In addition, all other provisions that logically ought to survive termination of this Agreement shall survive.

l. Electronic Signatures.

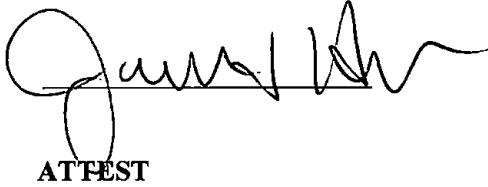
The Parties understand and agree that they have the right to execute this Agreement through paper or through electronic signature technology, which is in compliance with Wyoming and federal law governing electronic signatures. The Parties agree that to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Whenever they execute an electronic signature, it has the same validity and meaning as their handwritten signature. They will not, at any time in the future, repudiate the meaning of their electronic signature or claim that their electronic signature is not legally binding. They agree not to object to the admissibility of this Agreement as an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original. Each Party will immediately request that their electronic signature be revoked in writing if they discover or suspect that it has been or is in danger of being lost, disclosed, compromised or subjected to unauthorized use in any way. If either Party would like a paper copy of this Agreement, they may request a copy from the other Party, and the other Party shall provide it.

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

[The signature pages for each Party follow.]

City Signature Page

APPROVED AS TO FORM
(Attorney for the City)



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 this ____ day of _____, 2022, by Ray Pacheco, as the Mayor of the City of Casper, Wyoming, a Wyoming municipal corporation.

Notary Public

My Commission Expires: _____

Organization Signature Page

APPROVED AS TO FORM
(Attorney for the Organization)

WITNESS

**AMERICAN LEGION
GEORGE W. VROMAN POST 2**

Dean Welch
Post 2 Adjutant

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

This instrument was acknowledged before me this ____ day of _____, 2022, by Dean Welch as the Post 2 Adjutant of the American Legion George W. Vroman Post 2, a Wyoming nonprofit corporation.

Notary Public

My Commission Expires: _____

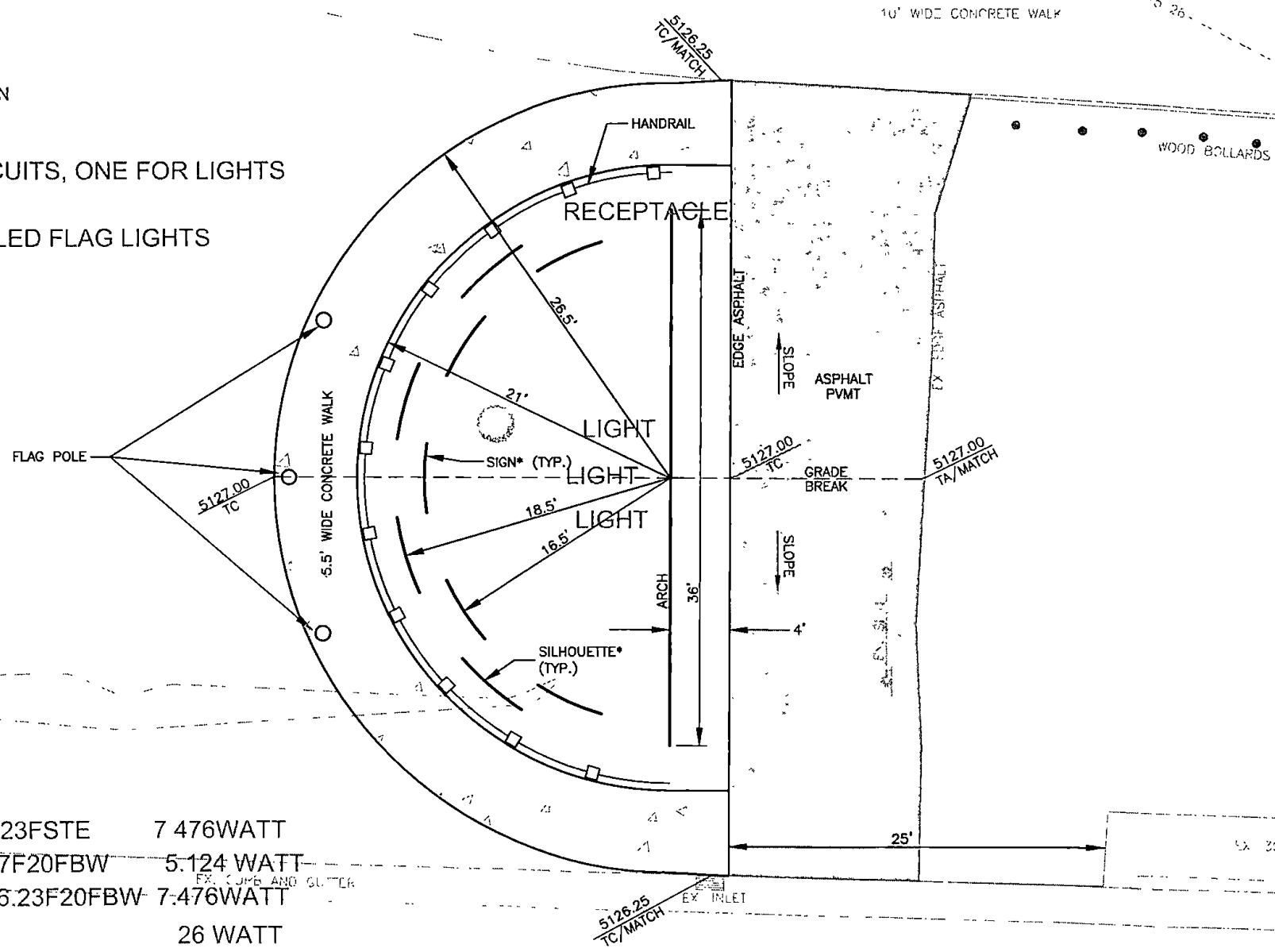
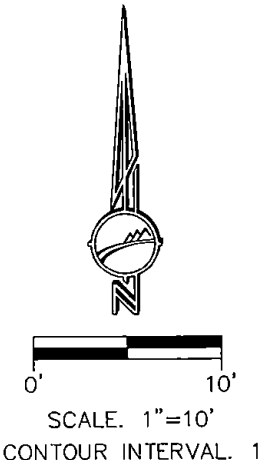
Exhibit "A"

450' 1" PVC W/3-#8 AND 1-#10GR
100' 3/4" PVC W/3#10 AND 1-#10GR

TC -- TOP OF CONCRETE
TA -- TOP OF ASPHALT
MATCH -- MATCH EXISTING ELEVATION

TWO 20AMP 120 VOLT CIRCUITS, ONE FOR LIGHTS
ONE FOR GFCI OUTLET.
THREE 120 VOLT 28 WATT LED FLAG LIGHTS
THREE 24 VOLT

EX SHELTER



- 1-DIODE D124VTENBL235K6.23FSTE 7 476WATT
- 1-DIODE D124TENBL235K4.27F20FBW 5.124 WATT
- 1-DIODE D124VTENBLE235K6.23F20FBW 7.476WATT
- RAB HNLED26NA X 3 26 WATT

*THE LINES PRESENTED ARE
APPROXIMATELY 5' LONG.



Drwg. By: JLM
SMP
Chk. By: AL
Accd. File: AL
W.O. No. 17525
Book No. AL
FOR: AMERICAN LEGION
GEORGE W. VROMAN POST #2

REVISIONS

AMERICAN LEGION
WYOMING'S FALLEN MEMORIAL
SITE PLAN
SHEET NO. 1 OF 1
DATE: 6/3/22

N:\CLIENT\AMERICAN LEGION\17525-AMERICAN LEGION-FALLEN MEMORIAL\CIVIL\DWG\DESIGN\AL_FALLEN MEMORIAL_DESIGN.DWG

Exhibit "B"

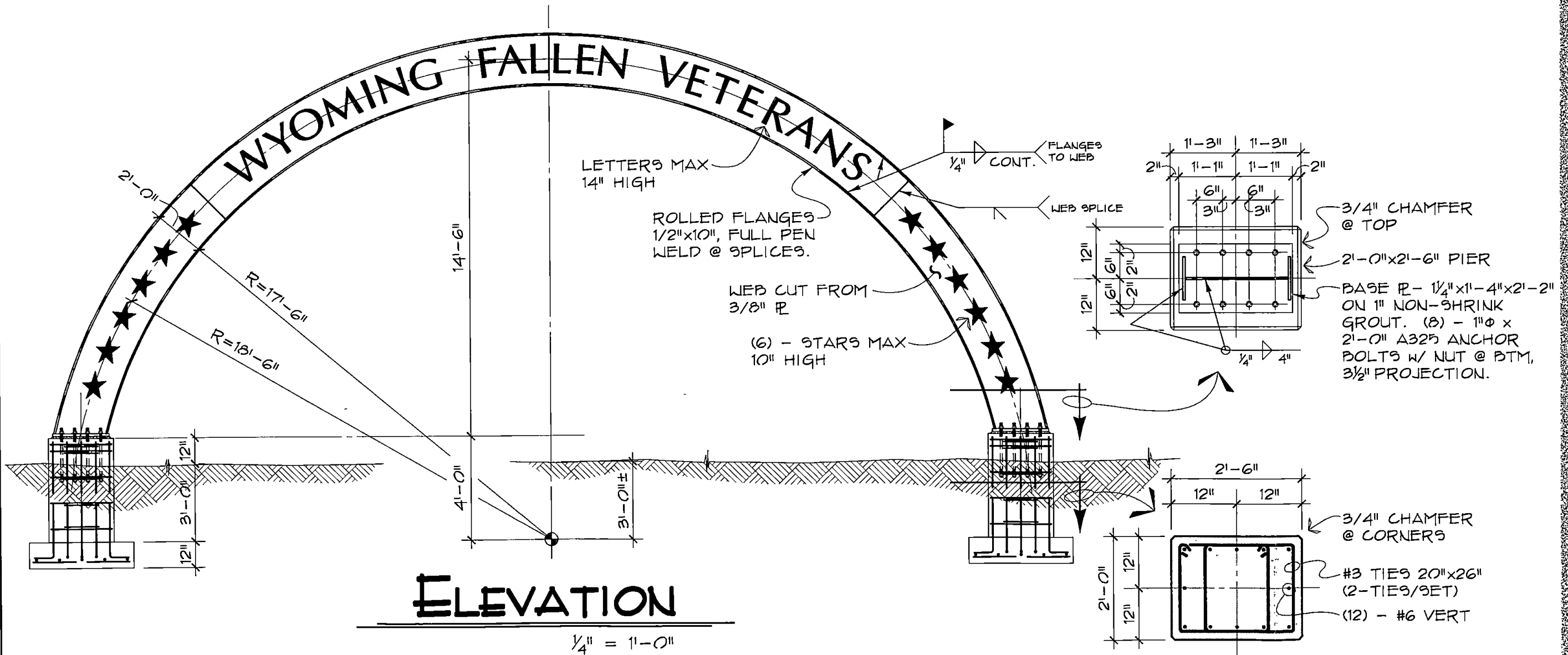
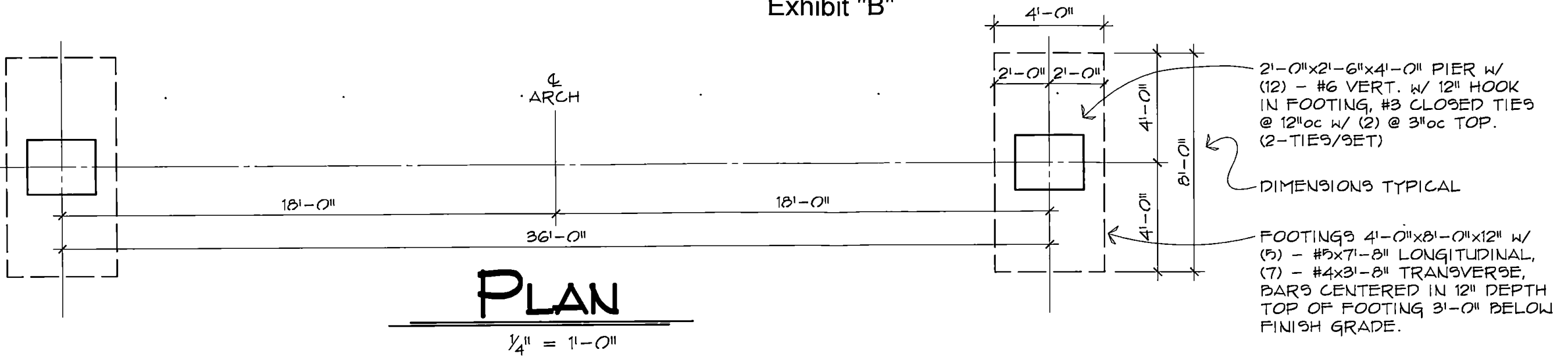
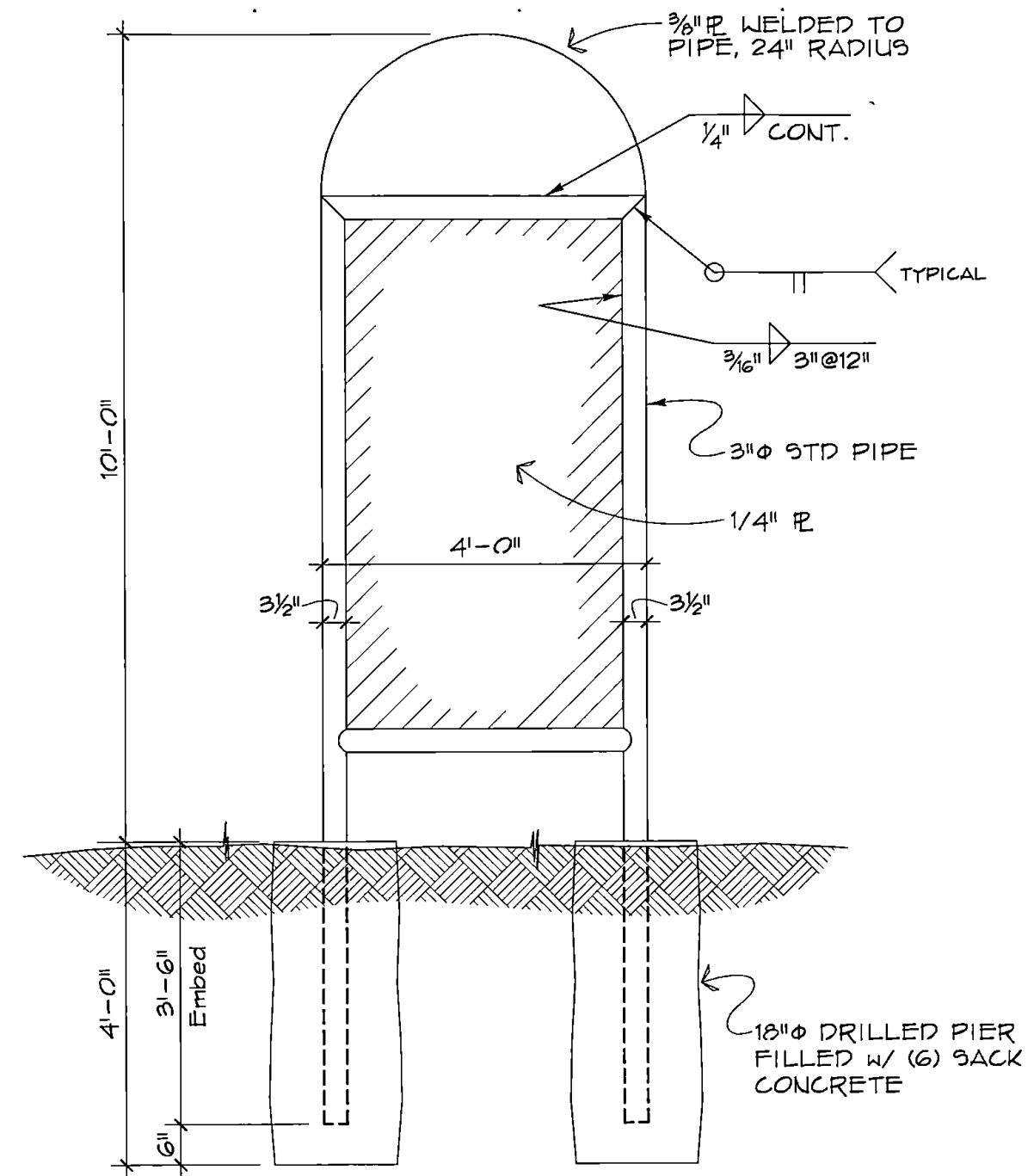


Exhibit "B"



ELEVATION

$$\frac{1}{2}'' = 1' - 0''$$

OWNERSHIP OF DOCUMENTS
document and the ideas and designs described herein are the instrument of intellectual life, to the property of LORCH & CO., P.C. is not to be used, in whole or in part for other project without written authorization LORCH & CO., P.C.

STRUCTURAL ENGINEERS
1607 C.Y AVENUE, SUITE 201
CASPER, WYOMING 82604
307-234-6984



new Sign Structures for
CASPER LEGION
WYOMING'S FALLEN MEMORIAL
Patterson-Zonta Park Casper, WY

Drawn By: 9MW

SIGN

SHEET
S2
OF 2

Exhibit "C"

Alex Sveda

Subject: Flag poles

From: Casper Legion Post 2 <casperlegion@juno.com>

Sent: Wednesday, August 17, 2022 2:56 PM

To: Randy Norvelle <rnorvelle@casperwy.gov>

Subject: Flag poles

CAUTION. This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hope this is what they need.
They will be the same as the poles in Veterans park.
The lights will be attached to the big Arch as far as I was told then will shine on the flag poles and the memorial.

Thanks Randy

Dean Welch USA (Ret)
American Legion Post 2 Adjutant
307-258-9120
Past Post Commander
Past District Commander
Member Natrona County United Veterans Council

Veteran Pride
For God and Country !!
103 years of supporting Veterans

All City of Casper e-mails and attachments, except those defined as attorney/client communications or confidential/privileged information, may qualify as public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

Exhibit "D"

Bill of Sale

This Bill of Sale is entered into on _____, _____, 2022, by and between the The American Legion George W. Vroman Post 2, a 501(c)(19) nonprofit organization located at P O. Box 2268, Casper, Wyoming 82602 ("Organization") in favor of the City of Casper, Wyoming, a Wyoming municipal corporation, whose principal offices are located at 200 North David Street, Casper, Wyoming 82601 ("City"). This Bill of Sale is made pursuant to the Bouldering Area Donation Agreement (the "Agreement") dated _____, _____, 2022 by and between Organization and City, to transfer the Goods, as fully defined herein.

1. Conveyance. For good and valuable consideration, the receipt and adequacy of which Organization and the City hereby acknowledge, Organization hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to City, all of its right, title, and interest in and to the goods described in Article 3 of the Agreement, which is attached hereto and made a part of this Bill of Sale ("**Goods**").

2. Representations and Warranties. Organization represents and warrants that (1) Organization is conveying good and valid title to all Goods, free and clear of all encumbrances, debts, mortgages, attachments, pledges, charges, claims, and liens of any kind; and (2) Organization has the right to sell the Goods to City and shall warrant and defend the right against the lawful claims and demands of all persons.

3. Further Assurances. Organization, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time on City's written request, Organization will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by City in order to assign, transfer, set over, convey, assure, and confirm unto and vest in City and its successors and assigns title to the assets sold, conveyed, and transferred by this Bill of Sale.

4. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Wyoming, without regard to the conflict of law 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.

5. Incorporation of Agreement. This Bill of Sale incorporates by reference all of the terms of the Agreement, including, but not limited to, Organization's representations, warranties, covenants, and agreements relating to the Goods, as if each term was fully set forth herein.

IN WITNESS WHEREOF, Organization and City have each duly executed and delivered this Bill of Sale as of the date first written above.

Exhibit "D"

APPROVED AS TO FORM

ATTEST

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

WITNESS

ORGANIZATION
(The American Legion George W.
Vroman Post 2)

By: _____

Printed Name: _____

Title: _____

Dean Welch
American Legion Post 2 Adjutant

PayPal



Scan. Pay. Go.

DONATE HERE

Help made possible by

AARP

and local supporters



POST 2

WYOMING FALLEN VETERANS



"It is foolish and wrong to mourn the men who died. Rather, we should thank God that such men lived." George S. Patton Jr.

FUTURE HOME OF THE WYOMING FALLEN MEMORIAL

RESOLUTION NO. 22-170

A RESOLUTION AUTHORIZING A DONATION AGREEMENT BETWEEN THE AMERICAN LEGION GEORGE W. VROMAN POST 2 AND THE CITY OF CASPER LOCATED AT PATERSON-ZONTA PARK FOR WYOMING'S FALLEN MEMORIAL, PROJECT NO. 22-055.

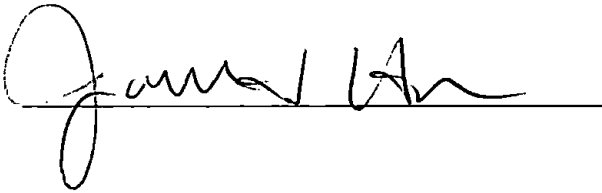
WHEREAS, The American Legion George W. Vroman Post 2 (Legion) desires to enter into a Donation Agreement with the City of Casper to construct and donate a proposed veteran's memorial at Paterson-Zonta Park; and,

WHEREAS, the Legion will provide, install, and construct the memorial in accordance with the Donation 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, a Donation Agreement between the Legion and the City of Casper.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2022.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

September 8, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Investment in Corporate Bonds

Meeting Type & Date

Council Meeting
September 20, 2022

Action type

Resolution

Recommendation

That Council approve the resolution to amend the City of Casper Statement of Investment Policy

Summary

On July 1st, 2022, the Financial Advisor for the City of Casper changed to First Interstate Bank (FIB) after an RFP process. In the review of the current investments with FIB, the Investment Advisory Committee and City staff were notified that corporate bonds, the investment advisor believed, was an authorized investment. The guidance came from corporate bonds being authorized through the investment policy of the State Land and Investment Board (SLIB) however corporate bonds are not authorized through Statute 9-4-831. In following up if this is an authorized investment, guidance was requested from the City Attorney.

On July 28, 2022, the Finance Committee was briefed on this investment potential. The Finance Committee was supportive of this type of investment if approved through the City Attorney's office. After much research, a meeting was scheduled with the State Treasurer to get guidance on whether corporate bonds are an authorized investment. The guidance from the State Treasurer with input from State Attorneys was that by SLIB including municipality investment in corporate bonds in their investment policy, the investment is authorized.

The benefits of corporate bonds are increased yield; in July 2022, corporate bonds yielded about 1.5% more than comparable US Treasury bonds. The potential downside is credit risk. Credit risk is the risk that a corporate bond issuer could default on interest and/or principal payments. US Government bonds are considered to have no credit risk because a default is very unlikely. Credit risk in corporate bonds can be significantly reduced by limiting investments to companies with a high credit rating, by limiting maximum maturity, by limiting the exposure to any single company, and by limiting total exposure to corporate bonds within the accounts.

The changes the financial advisor has proposed to the City's Investment Policy would limit purchases to high grade corporate bonds that are rated 'A' or better at time of purchase with a maximum average maturity of 5 years. Risk would also be reduced by limiting the exposure to

any single issuer to just 5% of the total corporate bond investments and by further limiting the total corporate bond exposure to just 20% of the total investment portfolio. In practice this means that exposure to any single corporate bond issuer would never exceed 1% of the total account value. This is a stricter standard than what is required by the investment policy of SLIB.

On September 13, 2022, the amendment to the Investment Policy was discussed in a Council Worksession.

Financial Considerations

The investment portfolio in July invested with FIB is \$134.5M. If 20% of the portfolio is invested in corporate bonds instead of US Treasury bonds, the City could potentially realize an additional 1.5% return on our investment, the potential increase in investment earnings could be approximately \$403,500 annually.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Resolution

City of Casper Statement of Investment Policy, Amendment 6

City of Casper Administrative Policy	
Policy Number: ACCT-30	Subject: Statement of Investment Policy
Effective: 9/20/2022	
Supersedes: City of Casper Investment Policy, Amendment 5 Dated January 18, 2022	Category: Finance

I. Purpose and Scope

To invest public funds in a manner which will provide the highest investment return within the constraints of prudent security while meeting the daily cash flow demands of the City and conforming to Wyoming State Law governing the investment of public funds. This policy applies to all financial assets of the City of Casper.

Under all circumstances the "prudent person" standard shall be applied in the context of managing the City's overall portfolio. Investments shall be made with judgment and care, which persons of prudence and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the safety of their capital, as well as, the probable income to be derived.

Those individuals who are assigned to manage the City's portfolio, and who are acting in accordance with written procedures and the investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

II. Objectives

The primary objectives, in priority order, of the City of Casper's investment activities shall be:

1. **Legality:** All investments held will be in accordance with Wyoming State Statutes.
2. **Safety:** Safety of the principal is the primary objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required to minimize risk.
3. **Liquidity:** The City of Casper's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4. Return on Investment: The investment portfolio shall be designed to attain a prudent rate of return throughout economic cycles, considering the City's legal constraints, risk constraints, and the cash flow needs of the organization.

III. Management Responsibility

Management responsibility for the investment program is delegated to the Financial Services Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, wire transfers, and banking service and collateral/depository contract. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Financial Services Director. The Financial Services Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or could impair their ability to make impartial investment decisions. Investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within our community, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's investment portfolio.

The Financial Services Director shall maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified public depository as established by Wyoming law. City investment may be placed with those Broker/Dealers that have been qualified under the auspices of this policy as long as their cumulative transaction do not exceed an amount greater than 50% of the portfolio. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Financial Services Director with the following.

1. Audited Financial Statements
2. Proof of National Association of Security Dealers certification
3. Proof of Wyoming Registration
4. Certification of having read the City of Casper's Investment Policy and Banking Contract and acknowledgement that the Broker/Dealer will comply therewith.

A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City invests.

Investments will consist of taxpayer funds of the citizens of Casper, Wyoming; therefore, a preference for local financial institutions and broker/dealers will be considered.

IV. Authorized & Suitable Investments

The City of Casper is empowered by Wyoming Statute 9-4-831 to invest in specific types of securities.

A. Liquid Cash Portfolio

- Deposits in financial institutions located within the state of Wyoming which offer federal deposit insurance corporation insurance on deposits in the institutions in accordance with W.S. 9-4-817.
- Repurchase agreements involving securities in accordance with W.S. 9-4-831(a)(iii).
- Certificate of Deposits in financial institutions located within the State of Wyoming to the extent that they are fully insured by the federal deposit insurance corporation or as specified in W.S. 9-4-831(a)(x).
- Investments in shares of a diversified money market fund as specified by W.S. 9-4-831(g).

B. Fixed Income Portfolio

Maturity limitations as a percentage of total invested principal:

0-1 year	Max 100%	Min 25%
1-3 year	Max 75%	Min 0%
3-5 year	Max 50%	Min 0%
5-10 year	Max 50%	Min 0%
10-30 year	Max 50%	Min 0%

Permissible fixed income investments.

- Negotiable direct obligations or securities whose principal and interest is unconditionally guaranteed by the United States. Such securities will include, but not be limited to, the following:
 1. Cash Management Bills
 2. Treasury Bills
 3. Treasury Notes
 4. Treasury Bonds*
 5. Treasury Strips**
 6. State & Local Government Series (SLUGS)
 7. Treasury Inflation Protected Securities (TIPS)
 - * Treasury bonds must have a final maturity consistent with this Policy's maximum allowable final maturity.
 - ** Consistent with State Statutes, investments with maturities greater than 366 days from the date of purchase must provide income (e.g. periodic interest payments) on at least an annual basis and shall be limited to securities for which there is an active and immediate secondary market.

- Bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States. Such securities are limited to the following:
 1. United States Import-Export Bank
 2. Farmers Home Administration
 3. Federal Financing Bank
 4. Federal Housing Administration Debentures
 5. General Services Administration
 6. United States Public Housing Notes and Bonds
 7. United States Department of Housing and Urban Development notes and bonds (HUD)
 8. Guaranteed Portions of Small Business Administration Loan (SBA)
 9. Government National Mortgage Association (GNMA)
- Bonds, debentures or notes issued or guaranteed by United States Government agencies (Federal Instrumentalities) which are non-full faith and credit agencies limited to the following:
 1. Federal Farm Credit Bank (FFCB)
 2. Federal Home Loan Banks or its district banks (FHLB)
 3. Federal National Mortgage Assn. (FNMA)
 4. Federal Home Loan Mortgage Corp (FHLMC)
- Mortgage-backed securities (MBS), including collateralized mortgage obligations (CMOs) that are obligations of or guaranteed or insured issues of the United States, its agencies, instrumentalities or organizations created by an act of congress including GNMA, FNMA and FHLMC, but excluding those defined as high risk. High-risk mortgage backed securities are defined as any security which meets either of the following criteria:
 1. Is rated V-6 or higher by Fitch Investors Service or at an equivalent rating by another nationally recognized rating service; or
 2. Is defined as a high-risk mortgage security under Section III of the Supervisory Policy Concerning Selection of Securities Dealers and Unsuitable Investment Practices, as amended by the Federal Financial Institutions Examination Council as created under 12 U.S.C 3301, et seq, or its successor.
 3. Portfolio holdings in this sector will have average lives and final maturities consistent with those stated further in this section.
 4. Investment in mortgage backed securities will only be made upon additional specific written direction from the City.
- Deposits in financial institutions located within the State of Wyoming.
- Banker's Acceptances of United States banks eligible for purchase by the Federal Reserve System.
- Commercial paper of corporations organized and existing under the laws of any state of the United States with:

1. Maturities no longer than 270 days.
 2. Be rated P-1+ or A-1+ or F1 by Moody's, S&P or Fitch ratings, respectively, indicating that commercial paper issued by a corporation is of the highest quality rating.
- Certificates of deposits with:
 1. A bank authorized to business in Wyoming to the extent they are fully insured by the FDIC or secured by a pledge of assets and are otherwise authorized as a depository as prescribed by law;
 2. A savings and loan association or a federal savings bank authorized to business in Wyoming to the extent they are fully insured by the FDIC or secured by a pledge of assets and are otherwise authorized as a depository as prescribed by law;
 - Repurchase agreements (see State Statutes 9-4-831 for requirements).
 - Guaranteed investment contracts (see State Statutes 9-4-831 for requirements).
 - Corporate Bonds: non-levered investment grade corporate bonds as allowed by the State Land and Investment Board - Investment Policy Section 21 Local Government Investing (Section 21). The following additional criteria will also apply to the extent that it does not conflict with the requirements of Section 21.
 1. The maximum allocation to corporate bonds must not exceed 20% of the total account value.
 2. Individual securities must be rated "A" or better by at least one nationally recognized rating agency at time of purchase. Bonds downgrade to below "BBB" after purchase may be retained only upon consultation with the City Financial Services Director.
 3. Corporate bond investments must be diversified by issuer, with no more than 5% of the total of all corporate bond investments being in a single issuer.
 4. For corporate bond investments in a mutual fund or exchange traded fund, the fund must be diversified, and it must have an average credit quality of holdings of "A" or better
 5. The weighted average maturity for the total of all corporate bond investments must not exceed 5 years.

V. Collateralization

Collateralization is required for investments in certificates of deposit. In order to reduce market risk, the collateralization level will be 102% of market value of principal and accrued interest. The Financial Services Director's office shall verify on a monthly basis that the value of collateral is sufficient to cover the deposits of investments discussed in the Investment Policy. Acceptable instruments for collateralization of certificates of deposit shall be the same as those set forth in WS 9-4-820 and 9-8-821.

VI. Reporting and Internal Controls

The Financial Services Director is charged with the responsibility of preparing a monthly report to the City Manager and City Council showing the type of investment, institution, rate of interest maturity date, and amount of deposit. Semi-annually the Council Finance Committee will review the investment portfolio held by the City.

The Financial Services Director shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity and compliance with policies and procedures.

VII. Safeguarding of Securities

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City shall be held in safekeeping by a bank trust department, acting as agent for the City under the terms of a custody agreement or with an SEC qualified custodian. All custodians must carry a minimum \$100 million insurance policy to protect City assets against losses. Exceptions to this safekeeping policy must be approved by the City Council after verifying the credit worthiness of the broker/dealer.

VIII. Effective Date

This policy will supersede all policies pertaining to investments made prior to its adoption, or amendment. The investment of new funds will be made in accordance with this policy. This policy does not pertain to investments made prior to its adoption.

IX. Compliance with State Law

In the event this policy conflicts with State law or any future changes to State law, then the more restrictive of the conflicting provisions of this policy or of State law shall apply. Prior to any person effecting any investment transaction on behalf of the City or offer any investment advice to the governing body of the City, that person shall sign a statement indicating that he/she has read this policy and agrees to abide by applicable State law with respect to advice he/she gives and the transactions he/she undertakes on behalf of the City.

Approved By:

Date:

J. Carter Napier
City Manager

Adopted: June 18, 1996
Revised: June 16, 1998
Revised: June 15, 1999
Revised: November 21, 2006
Revised: April 7, 2009
Revised: January 18, 2022
Revised: September 20, 2022

RESOLUTION NO. 22-171

A RESOLUTION AMENDING THE CITY OF CASPER
STATEMENT OF INVESTMENT POLICY

WHEREAS, the City's cash balances are comprised of amounts available for temporary investing in fixed income securities and amounts that need to remain liquid cash to meet the daily cash flow needs; and,

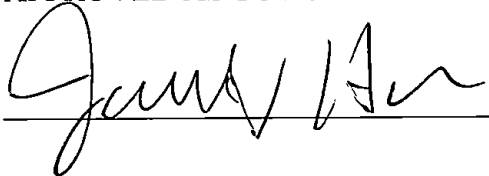
WHEREAS, several options are available for the investing of the cash balances needed for liquid cash that would serve to optimize interest income earned and reduce fees incurred; and,

WHEREAS, those options meet the City's investment objectives of, in order of importance, Legality, Safety, Liquidity and Rate of Return.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper Statement of Investment Policy is hereby amended and declared to be in effect on September 20, 2022.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2022.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

September 8, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, Financial Services Director 
SUBJECT: Fire A Pension Obligation Promissory Note

Meeting Type & Date

Council Meeting, September 20, 2022

Action type

Resolution

Recommendation

That Council approve the resolution to formalize the Fire A pension obligation through a promissory note between the City of Casper and the State of Wyoming.

Summary

Fire A pension fund was established in 1935 and restructured in 1981. Upon suggestions from the Wyoming Retirement System (WRS) and consulting actuaries, the Legislature adopted a bill to cease contributions to the plan on April 1, 1997. Between 1997 and 2001, the Legislature increased the benefits to the pensioners. The actuarial report from January 1, 2002 highlighted a deteriorated funded position. The Legislature was unsuccessful in resolving the unfunded liability of the pension fund in 2014.

In this past Legislative session, Senate File 0039 provided for a \$75 million cash infusion to the Fire A Reserve of which \$20 million would be repaid by the nine legacy employers which includes the City of Casper. A census was completed by March 14, 2022, which showed there were 255 total pensioners. 93 (36.47%) of the total pensioners were retired from the City of Casper and subject to receive benefits.

Wyoming statute W.S. 15-5-203 section (h) creates an assessment to the legacy employers based on the percent of pensioners in the plan. Of the \$20 million, 36.47% (rounded) would be \$7,294,118; paid over 20 years at 0% interest for a payment of \$364,705.88 per year.

To formalize this agreement, the State of Wyoming is requiring a Promissory Note detailing the requirements of this obligation. The City Attorney's Office worked with the State Attorney to develop a promissory note which is based on the legislation.

Financial Considerations

Aside from the financial obligation which was originally established through legislation, this note does not commit the City to further financial obligations outside of the legislation requirements.

Oversight/Project Responsibility

Jill Johnson, Financial Services Director

Attachments

Promissory Note – City of Casper and State of Wyoming for Fire A Pension Obligation

PROMISSORY NOTE

\$7,294,117.60

June 27, 2022

BORROWER:

City of Casper, State of Wyoming
("Borrower")

LENDER/HOLDER:

State of Wyoming, by and through the
State Treasurer ("Lender" and "Holder")

FOR VALUE RECEIVED, to wit, payment on or about April 1, 2022, to the Fire A Legislative Reserve Account in accordance with Wyo. Senate Enrolled Act 6 (2022) ("Act"), and subject to the terms and conditions of this Note, Borrower hereby promises to pay to the order of the State of Wyoming Legislative Stabilization Reserve Account ("LSRA") the sum of Seven Million Two Hundred Ninety-Four Thousand One Hundred Seventeen Dollars and Sixty Cents (\$7,294,117.60), without interest. Loan repayment shall occur annually on June 1, beginning June 1, 2023, in twenty (20) equal annual amounts of Three Hundred Sixty-Four Thousand Seven Hundred Five Dollars and Eighty-Eight Cents (\$364,705.88) until the total loan amount is repaid, which shall be completed no later than June 1, 2042 ("Maturity Date"). This Note may be prepaid prior to the Maturity Date, at any time, in whole or in part, without penalty

All principal payable under this Note is payable in lawful money of the United States of America in immediately available funds without setoff or deduction.

Funds in the Fire A Legislative Reserve Account shall only be expended for the purpose of funding shortfalls in the Fire A pension account as identified in the legislative findings under W.S. § 15-5-211. If Borrower shall fail to meet its obligation to make the required principal payments hereunder, Lender may take any and all action as contemplated by the Act. If repayment is not paid when due, Lender shall make the delinquent payment by withholding distributions to Borrower, first under W.S. § 39-14-801(j), and if the delinquency remains unsatisfied, then under W.S. § 9-4-601(a)(xii), to be credited against the unpaid loan amount. Any delinquency not satisfied by those withholdings may be recovered, with interest, in an action authorized under W.S. § 15-5-203(d).

No delay or omission on the part of Holder exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note, nor shall any waiver on one occasion be construed as a bar to or waiver of any such right on any future occasion. No waiver shall be effective unless in writing and signed by Holder

Time is of the essence of this Note.

Pursuant to W.S. §§ 1-39-101 *et seq.*, the parties expressly reserve sovereign immunity and governmental immunity by entering into this Note and specifically retain all immunities and defenses available to them as sovereigns and governmental entities. The parties acknowledge that the State of Wyoming and Lender/Holder have 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 Note shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign or governmental immunity.

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

The loan evidenced by this Note is being made pursuant to the Act.

This Note shall be governed by and construed in accordance with the laws of the State of Wyoming.

BORROWER: CITY OF CASPER, STATE OF WYOMING

By: _____

Name: Ray Pacheco

Title: Mayor

APPROVAL AS TO FORM

I have reviewed the *Promissory Note* between the City of Casper and the State of Wyoming dated June 27, 2022, and approve it as to form on behalf of the City of Casper, Wyoming.

Dated: August 25, 2022

A handwritten signature in dark ink, appearing to read "Wallace Trembath III", written over a horizontal line.

Wallace Trembath III
Deputy City Attorney

RESOLUTION NO. 22-172

A RESOLUTION AUTHORIZING A PROMISSORY
NOTE TO THE STATE OF WYOMING IN THE
AMOUNT OF \$7,294,117.60 TO FUND FIRE PENSION A

WHEREAS, the Wyoming Legislature established W.S. §15-5-203(h) which creates an obligation of the City of Casper to the State of Wyoming in the amount of \$7,294,117.60, payable in 20 annual installments of \$364,705.88 at 0% interest for the purpose of funding the Fire A Pension Fund; and


WHEREAS, the payments will begin June 1, 2023; and

WHEREAS, the State of Wyoming requires a Promissory Note from the City of Casper detailing the requirements of this obligation.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper, through its mayor, authorize the promissory note to the State of Wyoming in the amount of \$7,294,117.60 payable over 20 years in the amount of \$364,705.88 annually due June 1st of each year.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:



CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur D. Tremel
City Clerk

Ray Pacheco
Mayor

September 14, 2022

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director 
Jill Johnson, Finance Director 

SUBJECT: Authorizing a Grant Agreement between the City of Casper and WCDA for \$750,000 of CDBG-CV funds to assist the Wyoming Food for Thought renovation project of the former North Casper School

Meeting Type & Date: Regular Council Meeting, September 20, 2022

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize a Grant Agreement between the City of Casper and the Wyoming Community Development Authority (WCDA) for \$750,000 of Community Development Block Grant (CDBG-CV) funds to assist the Wyoming Food for Thought renovation project of the former North Casper School.

Summary:

In September 2021, following a public hearing, the City Council authorized the submittal of a CDBG-CV application to WCDA for \$750,000 of grant funding secured from the U.S. Department of Housing and Urban Development (HUD) and overseen through the newly-created Neighborhood Development Program by WCDA, for funding to support Wyoming Food for Thought in their renovations to the former North Casper School.

The City, as a qualified municipal sponsor, was awarded the grant by the WCDA Board of Directors on May 26, 2022. The project will meet HUD's national objective of benefit to low-to-moderate income persons under 24 CFR 570.483(b)(2)(c) through the creation of a neighborhood grocery store project, to include community gardens and employment opportunities for area residents, all of which will be headquartered at the former North Casper School location.

City staff participated in the mandatory training provided by WCDA as a condition for the release of the grant funds.

Financial Considerations: WCDA will grant the \$750,000 to the City of Casper, as the grantee, and the City will oversee the submittal of eligible project expenses and reimbursement requests on behalf of its sub-recipient, Wyoming Food for Thought. The City is responsible for all financial record keeping and reporting to WCDA. A ten percent (10%) administrative fee may be reimbursed to the City from the grant for personnel costs associated with the grant

administration. The City, as the Grantee, will administer the grant funding to their sub-recipient, Wyoming Food for Thought, through a separate agreement.

Oversight/Project Responsibility: Liz Becher (Community Development Director), Jill Johnson (Finance Director), and associated City team members.

Attachments: Resolution and Grant Agreement

After Recording Return To:
WCDA
155 N. Beech Street
P.O. Box 634
Casper, WY 82602

(Space Above This Line for Recording Data)

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE
WYOMING COMMUNITY DEVELOPMENT AUTHORITY,
AND THE CITY OF CASPER**

1. **Parties.** The parties to this Grant Agreement (“Agreement”) are the Wyoming Community Development Authority (“WCDA”), whose address is 155 N. Beech, Casper, WY 82601, and City of Casper (“Grantee”), whose address is 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WCDA shall provide federal Community Development Block Grant (“CDBG-CV”) funds to Grantee in the amount of Seven Hundred Fifty Thousand dollars (\$750,000.00), for Wyoming Food for Thought Grocery Store (“Project”). Performance by Grantee of the requirements of this Agreement and compliance with all federal CDBG Program Rules, regulations, applicable statutes, and requirements are conditions precedent to this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (“Effective Date”). All services shall be completed by August 31, 2023, unless an extension is approved in writing by WCDA. This Agreement shall terminate five years from the date on CDBG Form 154 Close Out Reporting, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended by agreement of both parties in writing, subject to the required approvals. Grantee has no right or expectation to an extension and WCDA has sole discretion to accept or deny any request for an extension.
4. **Payment.**
 - A. WCDA agrees to grant monies on a reimbursement of eligible expenses basis to Grantee for the Project. The total payment to Grantee under this Agreement shall be Seven Hundred Fifty Thousand dollars (\$750,000.00). Payment will be made following Grantee’s delivery to WCDA of invoices detailing eligible services performed in connection with the Project in a form satisfactory to WCDA. Payment shall be made from WCDA’s CDBG budget, and the Grantee must submit requests using CDBG Form 152 Draw Requests, by the 10th day of the month. Following the Effective Date of this Agreement, WCDA will process the requests for payment within thirty (30) days, and payment will be made in accordance with Wyo. Stat. § 16-6-602.
 - B. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of WCDA.

- C. Except as otherwise provided in this Agreement, the Grantee shall reimburse all costs and expenses, including 10% maximum administrative, incurred by Grantee or on its behalf in connection with Grantee's performance and upon compliance with all of Grantee's obligations under this Agreement.

5. Responsibilities of Grantee. The Grantee agrees to:

- A. Renovation to construct a grocery store, with the following criteria being met: A minimum of 51% (fifty-one percent) or more of the beneficiaries that Wyoming Food for Thought serves will be persons of low or moderate income. Wyoming Food for Thought Grocery store renovation involves: renovate a portion of a closed school building into a grocery store in a low-mod area. This activity qualifies under 24 CFR 570.203(a) for Special Economic Development.
 - (i) Renovations may only include areas that were indicated in the initial application and detailed budget. Costs must be reasonable and not excessive.
 - (ii) Project must stay within budget and completed per the most recent timeline.
- B. Submit any planned notices, contracts and agreements to WCDA for approval prior to execution. This includes but not limited to; sub-recipient agreements, construction contracts, notice of bid solicitation.
- C. Sign the Environmental Review as responsible entity. If any mitigation measures or full reviews are required, Grantee must conduct and cover all costs associated.
- D. In the event costs exceed the total dollars budgeted for the Project, Grantee shall be responsible for providing the additional funds needed to complete the Project.
- E. Upon receiving approval from WCDA to proceed with construction, Grantee shall, unless otherwise directed by WCDA, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by WCDA.
- F. Administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Copeland Anti-Kickback Act and regulations issued to implement such requirements.
- G. Provide one (1) copy of any final printed or written product, such as a brochure, report, book, or poster describing such Project, upon its completion to WCDA without charge.
- H. Establish and maintain recordkeeping requirements and retain Project records in sufficient detail to facilitate reviews and audits in compliance with 24 C.F.R. § 570.490(b), including but not limited to, Project expenditures paid for with funds provided according to this Agreement, match funds contributed (cash and in-kind), program income received, how program income was and/or will be used and proof

of compliance with other federal requirements as identified in this Agreement. The Grantee will monitor Project activities during the term of the Agreement. This includes site inspections, file reviews, which shall include verification that the National Objective is being met, as well as, documentation on the validity of the methodology used to ensure compliance with the National Objective. There will be a mid-monitoring meeting scheduled by WCDA if the Project that have expended fifty percent (50%) of the grant to ensure that all federal requirements are being adhered to. Grantee shall retain these records for five (5) years following WCDA's date of notice to Grantee of administrative closeout of the Grant.

- I. Provide information as requested by the State of Wyoming and WCDA related to performance measures, including metrics related to achievement of serving at minimum 51% low to moderate income persons goals.
- J. Comply with the Wyoming Preference Act, Preference for State Laborers (Wyo. Stat. § 16-6-201 through 16-6-206) and with federal procurement regulations as stated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (hereinafter "2 CFR Part 200"). Grantee further agrees that:
 - (i) Conflict of interest provisions shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.
 - (ii) A letter will be provided to WCDA from a qualified engineer certifying the completion of Project construction and that all construction standards were adhered to during construction.
- K. Perform, to the satisfaction of WCDA, all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skill that would be exercised by a private sector Grantee under similar circumstances.
- L. Attend CDBG training provided by WCDA staff prior to disbursement of CDBG grant funds.
- M. Certify that, in accordance with P.L. 101-121, payments made from the federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Grantee and subgrantees may also be required to submit an additional certification statement and disclosure form acceptable to WCDA before commencement of the work.
- N. Create and furnish reports to WCDA in the following manner.
 - (i) **Monthly Progress Reports.** Within ten (10) calendar days after the conclusion of each calendar month during the term of this Agreement,

Grantee shall furnish WCDA with a monthly progress report, using CDBG form 153 Progress Report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the month and a financial status report that includes a detailed accounting of Project expenditures, cash and in-kind match expenditures, program income received and how program income was or will be used. Grantee shall certify, under penalty of false swearing, that the information in the report is true.

- (ii) **Final Closeout Report.** At the end of the term of this Agreement, Grantee shall furnish WCDA with a comprehensive report of the Project, accomplishments, and personnel retained pursuant to the Agreement using CDBG Form 154 Close Out Reporting. Grantee shall likewise furnish WCDA with a cumulative detailed financial statement reflecting total Project expenditures, cash and in-kind match expenditures, private funds leveraged, program income received and how the program income was used. Grantee shall certify, under penalty of false swearing, that the information in the report is true and shall also provide a letter certifying the completion of the Project and that all required construction standards were adhered to relative to the construction of this Project.
- (iii) **Annual Accomplishment Reports.** After completion of Project construction and for five (5) years thereafter, the Grantee shall furnish WCDA with annual reports detailing program income and other performance measures as requested using CDBG Form 155 Accomplishment Report. All reports must be submitted to WCDA by January 30th after close of reporting year.

6. **Responsibilities of WCDA.** WCDA agrees to:

- A. Assume responsibility for preparing an Environmental Review -under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, including U.S. Dept of Housing and Urban Development (“HUD”) regulations contained in 24 CFR part 58 and the CDBG Grant Administration Manual. Grantee will sign as responsible entity and be responsible for any required mitigation measures or full reviews including any costs associated.
- B. Disperse funds to Grantee as set forth in Section 4, above.
- C. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning CDBG program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- D. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. Administration of Federal Funds.** Grantee 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 WCDA.
- B. Attachments.** The Grantee may not attach any additional terms or conditions to the Agreement. To the extent Grantee chooses to attach any such terms and conditions to this Agreement, those terms and conditions shall not be binding upon WCDA.
- C. Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. WCDA shall notify the Grantee of any state or federal determination of noncompliance.
- D. Environmental Policy Acts.** Grantee agrees to abide by the special conditions, procedures and requirements of the Environmental Review and to advise WCDA of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71 (b)
- E. Federal Audit Requirements.** Grantee 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. Grantee 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, Grantee shall provide one (1) copy of the audit report to WCDA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made available to WCDA.
- F. Indirect Costs.** There is no indirect cost rate for this Agreement and WCDA will not reimburse Grantee for indirect costs.
- G. Labor Laws and Requirements.** The Department of Labor ("DOL") has published rules and instructions concerning the Davis Bacon Act ("Davis Bacon") and other labor laws in the Code of Federal Regulations ("CFR"). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. The Grantee must comply with Davis Bacon and all labor laws. This includes but is not limited to, wage rate determinations and submission of weekly certified payrolls to WCDA.

Davis Bacon requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Copeland Act ("Anti-Kickback Act") makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted

project) to kickback (i.e., give up or pay back) any part of their wages. The Anti-Kickback Act requires every employer (contractors and subcontractors) on such projects to submit to the grantor (WCDA) weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

All of the labor laws and requirements must be included in notice of bid and all construction contracts.

- H. Minority Owned Business and Women Owned Business.** Grantee shall, if feasible, actively promote and encourage maximum participation of Minority Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) as sources of supplies, equipment, construction and services in connection with performance of the Project. If Grantee determines that use of this MBE WBE program is not feasible, it shall explain its determination in writing to WCDA.
- I. Economic Opportunities for Low- and Very Low-Income Persons.** 24 CFR Part 135 applies to this Project. Section 3 of the Housing and Urban Development Act of 1968 requires that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. Section 3 covers assisted housing (including public and Indian housing) and community development programs. Numerical goals are established as a safe harbor for compliance with Section 3. Grantee shall require that the contractors shall have at least 10 percent of the aggregate number of new hires to be of low-income. Grantee shall assure that at least 10 percent of the total dollar amount of all Section 3 covered contracts arising in connection with building trades work for maintenance, repair, modernization or development of public or Indian housing, other housing construction and housing rehabilitation, and other public construction be awarded to Section 3 business concerns.
- J. Monitoring of Activities, Evaluation, and Access.**—WCDA shall have the right and Grantee hereby agrees to allow WCDA, the State, the U.S. Inspector General, HUD, the U.S. General Accounting Office, and any of their duly authorized representatives to:
- (i) Conduct two project audits (one at project mid-point and one at close-out). At any time, if WCDA documents non-compliance, corrective actions may include, but are not limited to, the following:
 - (a) Immediately terminating this Agreement without further liability or obligation of WCDA;
 - (b) Issuing a letter of warning advising Grantee of the deficiency and putting Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

- (c) Recommending or requesting Grantee to submit proposals for corrective actions including the correction or removal of the causes of the deficiency;
 - (d) Advising Grantee that certification will no longer be acceptable and that additional assurances will be required in such form and detail as WCDA and HUD may require;
 - (e) Advising Grantee to suspend disbursement of funds for the deficient activity;
 - (f) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of funds in accordance with applicable requirements;
 - (g) Changing the method of payment to Grantee;
 - (h) Reducing, withdrawing or adjusting the amount of the grant; and
 - (i) Taking enforcement action as described in 2 C.F.R. Part 200.338.
- (ii) Have access at any time to any books, ledgers, documents, papers, and records of Grantee related to the Project or any activities related to this Agreement, including all such records and activities of any sub-Grantee of Grantee hereunder ("Records");
 - (iii) Make site inspections at any time with or without reasonable notice, and bring experts and consultants on Grantee's site;
 - (iv) Observe all Grantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee's compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee's fiscal and administrative compliance with this Agreement and CDBG program rules and regulations; and
 - (v) provide to any independent auditor, accountant, or accounting firm all Records pertinent to this Agreement in such form and detail as WCDA and HUD may require immediately upon receiving written request from WCDA, the Comptroller General, or HUD. Grantee shall also cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.

K. 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.

- L. Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds will be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee will document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WCDA for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building spaces unless specific provisions are included for such in this Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this agreement.
- N. Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of WCDA. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WCDA.
- O. Publicity.** Any publicity given to the Project, 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 Grantee and related to the services and work to be performed under this Agreement, shall identify WCDA as the sponsoring agency and shall not be released without prior written approval of WCDA.
- Q. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement. Grantee must retain any documentation which demonstrates that the property assisted with the CDBG funds, directly or indirectly, will continue to be used for the same purpose as described in the application and this Agreement for a minimum of 5 years from the date of administrative closeout (this 5-year period is referred to as the affordability period). Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for a minimum of 5 years after the affordability period has expired. The affordability period does not begin until all required paperwork required by this agreement for the project is received and accepted by WCDA.
- R. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify WCDA 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.

- S. Unspent Funds to be Returned to WCDA.** Grantee shall return all CDBG funds remaining unspent at the termination of this Agreement to WCDA including program income.
- T. Sub-recipient Agreements.** Grantee shall forward all proposed Sub-recipient agreements to WCDA for review and approval. If the application, Project, and Sub-recipient agreement all appear to satisfy the prerequisites of the CDBG program, WCDA may approve the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also receive WCDA approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable CDBG regulations.

8. General Provisions and Federal Requirements

- 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 in Natrona 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. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WCDA.
- D. Audit and Access to Records.** WCDA and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WCDA 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 WCDA at the end of the period for which the funds are available. WCDA shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall

accrue to WCDA-in the event this provision is exercised, and WCDA 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.** WCDA may award supplemental or successor agreements for work related to this Agreement or may award contracts to other Grantees for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and WCDA in all such cases.
- G. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- 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 Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by WCDA for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify WCDA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WCDA.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; and 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 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.** Grantee 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 Grantee's organization.
- 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 WCDA 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, riots, 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.** To the extent the City is legally permitted to do so, Grantee agrees to indemnify WCDA for any payment, fine, or penalty incurred and due to the U.S. Dept. of Housing and Urban Development or other agency as a result of Grantee's non-compliance with program requirements.
- N. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WCDA or to incur any obligation of any kind on behalf of the State of Wyoming or WCDA. The Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- O. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to WCDA.
- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. 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.
- R. Ownership and Return of Documents and Information.** WCDA is the official custodian and owns all documents, data compilations, reports, computer programs,

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

- S. **Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- T. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. **Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WCDA expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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.
- V. **Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- W. **Termination of Agreement.** This Agreement may be terminated, without cause, by WCDA upon thirty (30) days written notice. This Agreement may be terminated by WCDA immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of WCDA, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of WCDA and after written notice to the Grantee, WCDA may terminate this Agreement or any part of it.
- X. **Third-Party Beneficiary Rights.** The parties do not intend to create in any other

individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WCDA.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

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

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

By: Tammy Krei
Tammy Krei
Its: Director of Housing & Neighborhood Development

Date: 9.16.2022

STATE OF WYOMING

COUNTY OF NATRONA

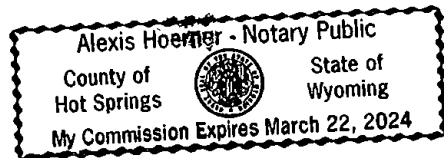
This instrument was acknowledged before me on Tammy Krei, 2022 by
Tammy Krei as Director of Housing & Neighborhood Development of Wyoming Community Development Authority.

Witness my hand and official seal.

Alexis Hoerner
Notary Public

My Commission Expires:

GRANTEE
City of Casper



By: _____
City of Casper
Its: (TITLE/ROLE) _____

Date: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____, 202__ by
_____ for the City of Casper

Witness my hand and official seal.

Notary Public

My Commission Expires:

RESOLUTION NO. 22-173

A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT BLOCK GRANT – COVID FUNDS (CDBG-CV) AGREEMENT IN THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) BETWEEN THE CITY OF CASPER AND THE WYOMING COMMUNITY DEVELOPMENT AUTHORITY (WCDA) TO ASSIST IN THE FUNDING FOR THE WYOMING FOOD FOR THOUGHT GROCERY STORE AT THE SITE OF THE FORMER NORTH CASPER SCHOOL.

WHEREAS, the City, as a qualified municipal sponsor, submitted an application to WCDA in September 2021 for CDBG-CV grant funding secured from the U.S. Department of Housing and Urban Development (HUD) and overseen through the newly-created Neighborhood Development Program by WCDA, for funding to support the Wyoming Food for Thought Grocery Store Project at the site of the former North Casper School; and,

WHEREAS, the City was awarded the grant by the WCDA Board of Directors on May 26, 2022, as the project will meet HUD's national objective of benefit to low-to-moderate income persons under 24 CFR 570.483(b)(2)(c); and,

WHEREAS, the City, as the Grantee, through the Agreement with WCDA, will administer the grant funding to their sub-recipient, Wyoming Food for Thought, through a separate agreement; and,

WHEREAS, the City has participated in the mandatory training provided by WCDA as a condition for the release of the grant funds.

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 between the City of Casper and the Wyoming Community Development Authority (WCDA) in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) to assist in the funding for the Wyoming Food for Thought Grocery Store at the site of the former North Casper School.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2022.

APPROVED AS TO FORM:



ATTEST:

Fleur Tremel
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Ray Pacheco
Mayor

September 14, 2022

MEMO TO: J. Carter Napier, City Manager

FROM: Liz Becher, Community Development Director 
Jill Johnson, Finance Director 

SUBJECT: Authorizing a Grant Agreement between the City of Casper and WCDA for \$500,000 of CDBG funds to assist the Casper Housing Authority renovation project of the former Willard School

Meeting Type & Date: Regular Council Meeting, September 20, 2022

Action Type: Resolution

Recommendation:

That Council, by resolution, authorize a Grant Agreement between the City of Casper and the Wyoming Community Development Authority (WCDA) for \$500,000 of Community Development Block Grant (CDBG) funds to assist the Casper Housing Authority renovation project of the former Willard School.

Summary:

In September 2021, following a public hearing, the City Council authorized the submittal of a CDBG application to WCDA for \$500,000 of grant funding secured from the U.S. Department of Housing and Urban Development (HUD) and overseen through the newly-created Neighborhood Development Program by WCDA, for funding to support the Casper Housing Authority in their renovations to the former Willard School for the Willard Envision Center.

The City, as a qualified municipal sponsor, was awarded the grant by the WCDA Board of Directors on May 26, 2022. The project will meet HUD's national objective of benefit to low-to-moderate income persons under 24 CFR 570.483(b)(2)(c) through the creation of the Wonder Academy Early Learning Center, the Workforce Training Center, the Casper Housing Authority and CHA CARES offices, and the Family Self Sufficiency Center, all of which will be headquartered in the former Willard School location.

City staff participated in the mandatory training provided by WCDA as a condition for the release of the grant funds.

Financial Considerations: WCDA will grant the \$500,000 to the City of Casper, as the grantee, and the City will oversee the submittal of eligible project expenses and reimbursement requests on behalf of its sub-recipient, the Casper Housing Authority. The City is responsible for all financial record keeping and reporting to WCDA. A ten percent (10%) administrative fee may be

reimbursed to the City from the grant for personnel costs associated with the grant administration. The City, as the Grantee, will administer the grant funding to their sub-recipient, the Casper Housing Authority, through a separate agreement.

Oversight/Project Responsibility: Liz Becher (Community Development Director), Jill Johnson (Finance Director), and associated City team members.

Attachments: Resolution and Grant Agreement

After Recording Return To:
WCDA
155 N. Beech Street
P.O. Box 634
Casper, WY 82602

(Space Above This Line for Recording Data)

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE
WYOMING COMMUNITY DEVELOPMENT AUTHORITY,
AND THE CITY OF CASPER**

1. **Parties.** The parties to this Grant Agreement ("Agreement") are the Wyoming Community Development Authority ("WCDA"), whose address is 155 N. Beech, Casper, WY 82601, and City of Casper ("Grantee"), whose address is 200 N David St, Casper, WY 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which WCDA shall provide federal Community Development Block Grant ("CDBG") funds to Grantee in the amount of Five Hundred Thousand Dollars (\$500,000.00), for Casper Housing Authority Renovations to the Willard Envision Center will house the Wonder Academy Early Learning Center, the Workforce Training Center, the Casper Housing and CHA CARES offices, and the Family Self Sufficiency Center to make these headquarters a community center ("Project"). It is our expectation that the property values surrounding the Center will increase. We will be expanding the daycare into evening hours and filling those jobs. HUD requires all housing authorities to hire 30% of their new hires from low-income families, through the Section 3 program. Consequently, several of the internships will be offered through our programs, such as maintenance, custodial, childcare, kitchen management and cooking and property management. The childcare center serves 70% low- and extremely low-income families, abused children, and foster children and will continue to serve a minimum of 51% low and extremely low-income families and children. Performance by Grantee of the requirements of this Agreement and compliance with all federal CDBG Program Rules, regulations, applicable statutes, and requirements are conditions precedent to this Agreement.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it ("Effective Date"). All services shall be completed by twenty-four (24) months from this agreement, unless an extension is approved in writing by WCDA. This Agreement shall terminate five years from the date on CDBG Form 154 Close Out Reporting, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended by agreement of both parties in writing, subject to the required approvals. Grantee has no right or expectation to an extension and WCDA has sole discretion to accept or deny any request for an extension.
4. **Payment.**
 - A. WCDA agrees to grant monies on a reimbursement of eligible expenses basis to Grantee for the Project. The total payment to Grantee under this Agreement shall be Five Hundred Thousand Dollars (\$500,000.00). Payment will be made following Grantee's delivery to WCDA of invoices detailing eligible services performed in

connection with the Project in a form satisfactory to WCDA. Payment shall be made from WCDA's CDBG budget, and the Grantee must submit requests using CDBG Form 152 Draw Requests, by the 10th day of the month. Following the Effective Date of this Agreement, WCDA will process the requests for payment within thirty (30) days, and payment will be made in accordance with Wyo. Stat. § 16-6-602.

- B. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Agreement, payment under this Agreement may be withheld until such time as the Grantee performs its duties and responsibilities to the satisfaction of WCDA.
- C. Except as otherwise provided in this Agreement, the Grantee shall reimburse all costs and expenses, including 10% maximum administrative, incurred by Grantee or on its behalf in connection with Grantee's performance and upon compliance with all of Grantee's obligations under this Agreement.

5. Responsibilities of Grantee. The Grantee agrees to:

- A. Renovation of administrative offices, with the following criteria being met: A minimum of 51% (fifty-one percent) or more of the beneficiaries that Casper Housing Authority serves will be persons of low or moderate income. Casper Housing Authority Office Renovation involves: renovation a portion of a closed school building into an office space that will be used by the non- profit staff. This activity qualifies under 24 CFR 570.201(c) for Public Facilities and Improvements.
 - (i) Renovations may only include areas that were indicated in the initial application and detailed budget. Costs must be reasonable and not excessive.
 - (ii) Project must stay within budget and completed per the most recent timeline.
- B. Submit any planned notices, contracts and agreements to WCDA for approval prior to execution. This includes but not limited to; sub-recipient agreements, construction contracts, notice of bid solicitation.
- C. Sign the Environmental Review as responsible entity. If any mitigation measures or full reviews are required, Grantee must conduct and cover all costs associated.
- D. In the event costs exceed the total dollars budgeted for the Project, Grantee shall be responsible for providing the additional funds needed to complete the Project.
- E. Upon receiving approval from WCDA to proceed with construction, Grantee shall, unless otherwise directed by WCDA, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by WCDA.
- F. Administer and enforce the labor standards requirements set forth in the Davis-Bacon

Act, Contract Work Hours and Safety Standards Act, Copeland Anti-Kickback Act and regulations issued to implement such requirements.

- G.** Provide one (1) copy of any final printed or written product, such as a brochure, report, book, or poster describing such Project, upon its completion to WCDA without charge.
- H.** Establish and maintain recordkeeping requirements and retain Project records in sufficient detail to facilitate reviews and audits in compliance with 24 C.F.R. § 570.490(b), including but not limited to, Project expenditures paid for with funds provided according to this Agreement, match funds contributed (cash and in-kind), program income received, how program income was and/or will be used and proof of compliance with other federal requirements as identified in this Agreement. The Grantee will monitor Project activities during the term of the Agreement. This includes site inspections, file reviews, which shall include verification that the National Objective is being met, as well as, documentation on the validity of the methodology used to ensure compliance with the National Objective. There will be a mid-monitoring meeting scheduled by WCDA if the Project that have expended fifty percent (50%) of the grant to ensure that all federal requirements are being adhered to. Grantee shall retain these records for five (5) years following WCDA's date of notice to Grantee of administrative closeout of the Grant.
- I.** Provide information as requested by the State of Wyoming and WCDA related to performance measures, including metrics related to achievement of serving at minimum 51% low to moderate income persons goals.
- J.** Comply with the Wyoming Preference Act, Preference for State Laborers (Wyo. Stat. § 16-6-201 through 16-6-206) and with federal procurement regulations as stated in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (hereinafter "2 CFR Part 200"). Grantee further agrees that:

 - (i)** Conflict of interest provisions shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.
 - (ii)** A letter will be provided to WCDA from a qualified engineer certifying the completion of Project construction and that all construction standards were adhered to during construction.
- K.** Perform, to the satisfaction of WCDA, all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skill that would be exercised by a private sector Grantee under similar circumstances.
- L.** Attend CDBG training provided by WCDA staff prior to disbursement of CDBG grant funds.

- M.** Certify that, in accordance with P.L. 101-121, payments made from the federal grant shall not be utilized by Grantee or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Grantee and subgrantees may also be required to submit an additional certification statement and disclosure form acceptable to WCDA before commencement of the work.
- N.** Create and furnish reports to WCDA in the following manner.
- (i) Monthly Progress Reports.** Within ten (10) calendar days after the conclusion of each calendar month during the term of this Agreement, Grantee shall furnish WCDA with a monthly progress report, using CDBG form 153 Progress Report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the month and a financial status report that includes a detailed accounting of Project expenditures, cash and in-kind match expenditures, program income received and how program income was or will be used. Grantee shall certify, under penalty of false swearing, that the information in the report is true.
 - (ii) Final Closeout Report.** At the end of the term of this Agreement, Grantee shall furnish WCDA with a comprehensive report of the Project, accomplishments, and personnel retained pursuant to the Agreement using CDBG Form 154 Close Out Reporting. Grantee shall likewise furnish WCDA with a cumulative detailed financial statement reflecting total Project expenditures, cash and in-kind match expenditures, private funds leveraged, program income received and how the program income was used. Grantee shall certify, under penalty of false swearing, that the information in the report is true and shall also provide a letter certifying the completion of the Project and that all required construction standards were adhered to relative to the construction of this Project.
 - (iii) Annual Accomplishment Reports.** After completion of Project construction and for five (5) years thereafter, the Grantee shall furnish WCDA with annual reports detailing program income and other performance measures as requested using CDBG Form 155 Accomplishment Report. All reports must be submitted to WCDA by January 30th after close of reporting year.

6. Responsibilities of WCDA. WCDA agrees to:

- A.** Assume responsibility for preparing an Environmental Review -under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and related laws, including U.S. Dept of Housing and Urban Development (“HUD”) regulations contained in 24 CFR part 58 and the CDBG Grant Administration Manual. Grantee will sign as responsible entity and be responsible for any required mitigation

measures or full reviews including any costs associated.

- B. Disperse funds to Grantee as set forth in Section 4, above.
- C. At its discretion, assist in providing Grantee access to information, including, without limitation, information concerning CDBG program requirements, rules and regulations and other relevant and applicable statutes and regulations referred to herein, and cooperate with Grantee whenever possible.
- D. Have no further obligations regarding the Project or its performance.

7. **Special Provisions.**

- A. **Administration of Federal Funds.** Grantee 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 WCDA.
- B. **Attachments.** The Grantee may not attach any additional terms or conditions to the Agreement. To the extent Grantee chooses to attach any such terms and conditions to this Agreement, those terms and conditions shall not be binding upon WCDA.
- C. **Assumption of Risk.** The Grantee shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the Grantee's failure to comply with state or federal requirements. WCDA shall notify the Grantee of any state or federal determination of noncompliance.
- D. **Environmental Policy Acts.** Grantee agrees to abide by the special conditions, procedures and requirements of the Environmental Review and to advise WCDA of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71 (b)
- E. **Federal Audit Requirements.** Grantee 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. Grantee 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, Grantee shall provide one (1) copy of the audit report to WCDA and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made available to WCDA.
- F. **Indirect Costs.** There is no indirect cost rate for this Agreement and WCDA will not reimburse Grantee for indirect costs.
- G. **Labor Laws and Requirements.** The Department of Labor ("DOL") has published rules and instructions concerning the Davis Bacon Act ("Davis Bacon")

and other labor laws in the Code of Federal Regulations (“CFR”). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6 and 7. The Grantee must comply with Davis Bacon and all labor laws. This includes but is not limited to, wage rate determinations and submission of weekly certified payrolls to WCDA.

Davis Bacon requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Copeland Act (“Anti-Kickback Act”) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Anti-Kickback Act requires every employer (contractors and subcontractors) on such projects to submit to the grantor (WCDA) weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

All of the labor laws and requirements must be included in notice of bid and all construction contracts.

- H. Minority Owned Business and Women Owned Business.** Grantee shall, if feasible, actively promote and encourage maximum participation of Minority Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) as sources of supplies, equipment, construction and services in connection with performance of the Project. If Grantee determines that use of this MBE WBE program is not feasible, it shall explain its determination in writing to WCDA.
- I. Economic Opportunities for Low- and Very Low-Income Persons.** 24 CFR Part 135 applies to this Project. Section 3 of the Housing and Urban Development Act of 1968 requires that economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons. Section 3 covers assisted housing (including public and Indian housing) and community development programs. Numerical goals are established as a safe harbor for compliance with Section 3. Grantee shall require that the contractors shall have at least 10 percent of the aggregate number of new hires to be of low-income. Grantee shall assure that at least 10 percent of the total dollar amount of all Section 3 covered contracts arising in connection with building trades work for maintenance, repair, modernization or development of public or Indian housing, other housing construction and housing rehabilitation, and other public construction be awarded to Section 3 business concerns.
- J. Monitoring of Activities, Evaluation, and Access.**–WCDA shall have the right and Grantee hereby agrees to allow WCDA, the State, the U.S. Inspector General, HUD, the U.S. General Accounting Office, and any of their duly authorized

representatives to:

- (i) Conduct two project audits (one at project mid-point and one at close-out). At any time, if WCDA documents non-compliance, corrective actions may include, but are not limited to, the following:
 - (a) Immediately terminating this Agreement without further liability or obligation of WCDA;
 - (b) Issuing a letter of warning advising Grantee of the deficiency and putting Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
 - (c) Recommending or requesting Grantee to submit proposals for corrective actions including the correction or removal of the causes of the deficiency;
 - (d) Advising Grantee that certification will no longer be acceptable and that additional assurances will be required in such form and detail as WCDA and HUD may require;
 - (e) Advising Grantee to suspend disbursement of funds for the deficient activity;
 - (f) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of funds in accordance with applicable requirements;
 - (g) Changing the method of payment to Grantee;
 - (h) Reducing, withdrawing or adjusting the amount of the grant; and
 - (i) Taking enforcement action as described in 2 C.F.R. Part 200.338.
- (ii) Have access at any time to any books, ledgers, documents, papers, and records of Grantee related to the Project or any activities related to this Agreement, including all such records and activities of any sub-Grantee of Grantee hereunder ("Records");
- (iii) Make site inspections at any time with or without reasonable notice, and bring experts and consultants on Grantee's site;
- (iv) Observe all Grantee personnel on site in every phase of performance of this Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee's compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee's fiscal and

administrative compliance with this Agreement and CDBG program rules and regulations; and

- (v) provide to any independent auditor, accountant, or accounting firm all Records pertinent to this Agreement in such form and detail as WCDA and HUD may require immediately upon receiving written request from WCDA, the Comptroller General, or HUD. Grantee shall also cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.
- K. **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.
- L. **Non-Supplanting Certification.** Grantee hereby affirms that federal grant funds will be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Grantee will document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Agreement.
- M. **Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WCDA for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building spaces unless specific provisions are included for such in this Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds received through this agreement.
- N. **Program Income.** Grantee shall not deposit grant funds in an interest-bearing account without prior approval of WCDA. Any income attributable to the grant funds distributed under this Agreement must be used to increase the scope of the program or returned to WCDA.
- O. **Publicity.** Any publicity given to the Project, 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 Grantee and related to the services and work to be performed under this Agreement, shall identify WCDA as the sponsoring agency and shall not be released without prior written approval of WCDA.
- Q. **Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement. Grantee must retain any documentation which demonstrates that the property assisted with the CDBG funds, directly or indirectly, will continue to be used for the same purpose as described in the application and this Agreement for a minimum of 5 years from the date of administrative closeout (this 5-year period is referred to as the affordability period). Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for a minimum of 5 years after the affordability period has expired. The

affordability period does not begin until all required paperwork required by this agreement for the project is received and accepted by WCDA.

- R. Suspension and Debarment.** By signing this Agreement, Grantee certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Grantee agrees to notify WCDA 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.
- S. Unspent Funds to be Returned to WCDA.** Grantee shall return all CDBG funds remaining unspent at the termination of this Agreement to WCDA, including program income.
- T. Sub-recipient Agreements.** Grantee shall forward all proposed Sub-recipient agreements to WCDA for review and approval. If the application, Project, and Sub-recipient agreement all appear to satisfy the prerequisites of the CDBG program, WCDA may approve the Sub-recipient agreement. All proposed amendments to Sub-recipient agreements shall also receive WCDA approval before they can become effective. The Sub-recipients must comply with all applicable federal, state and local laws, regulations and ordinances. All Sub-recipient agreements shall require compliance with all applicable CDBG regulations.

8. General Provisions and Federal Requirements

- 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 in Natrona 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. Grantee shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WCDA.

- D. Audit and Access to Records.** WCDA and any of its representatives shall have access to any books, documents, papers, electronic data, and records of the Grantee which are pertinent to this Agreement.
- E. Availability of Funds.** Each payment obligation of WCDA 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 WCDA at the end of the period for which the funds are available. WCDA shall notify the Grantee at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WCDA in the event this provision is exercised, and WCDA 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.** WCDA may award supplemental or successor agreements for work related to this Agreement or may award contracts to other Grantees for work related to this Agreement. The Grantee shall cooperate fully with other Grantees and WCDA in all such cases.
- G. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- 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 Grantee in the performance of this Agreement shall be kept confidential by the Grantee unless written permission is granted by WCDA for its release. If and when Grantee receives a request for information subject to this Agreement, Grantee shall notify WCDA within ten (10) days of such request and shall not release such information to a third party unless directed to do so by WCDA.
- I. Entirety of Agreement.** This Agreement, consisting of fourteen (14) pages; and 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 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.** Grantee 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 Grantee's organization.
- 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 WCDA 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, riots, 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.** To the extent the City is legally permitted to do so, Grantee agrees to indemnify WCDA for any payment, fine, or penalty incurred and due to the U.S. Dept. of Housing and Urban Development or other agency as a result of Grantee's non-compliance with program requirements.
- N. Independent Contractor.** The Grantee shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Agreement. The Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Grantee or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or WCDA or to incur any obligation of any kind on behalf of the State of Wyoming or WCDA. The Grantee agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the Grantee or the Grantee's agents or employees as a result of this Agreement.
- O. Insurance Requirements.** Grantee is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management ("WARM") pool or the Local Government Liability Pool ("LGLP"), Wyo. Stat. § 1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to WCDA.
- P. Nondiscrimination.** The Grantee shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), the

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- Q. 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.
- R. Ownership and Return of Documents and Information.** WCDA is the official custodian and owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Grantee in the performance of this Agreement. Upon termination of services, for any reason, Grantee agrees to return all such original and derivative information and documents to WCDA in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon WCDA's verified receipt of such information, Grantee agrees to physically and electronically destroy any residual WCDA-owned data, regardless of format, and any other storage media or areas containing such information. Grantee agrees to provide written notice to WCDA confirming the destruction of any such residual WCDA-owned data.
- S. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, and approved as to form by the Office of the Attorney General.
- T. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- U. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WCDA expressly reserve sovereign immunity by entering into this Agreement and the Grantee expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as 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.
- V. Taxes.** The Grantee shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes,

workers' compensation, unemployment insurance, and sales taxes.

- W. Termination of Agreement.** This Agreement may be terminated, without cause, by WCDA upon thirty (30) days written notice. This Agreement may be terminated by WCDA immediately for cause if the Grantee fails to perform in accordance with the terms of this Agreement. If at any time during the performance of this Agreement, in the opinion of WCDA, the work is not progressing satisfactorily or within the terms of this Agreement, then, at the sole discretion of WCDA and after written notice to the Grantee, WCDA may terminate this Agreement or any part of it.
- X. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- Y. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Z. Titles Not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.
- AA. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- BB. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the Grantee of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the WCDA.

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

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

WYOMING COMMUNITY DEVELOPMENT AUTHORITY

By: Tammy Krei
Tammy Krei
Its: Director of Housing & Neighborhood Development

Date: 9.16.2022

STATE OF WYOMING

COUNTY OF NATRONA

This instrument was acknowledged before me on 16 September, 2022 by Tammy Krei as Director of Housing & Neighborhood Development of Wyoming Community Development Authority.

Witness my hand and official seal.

Alexis Hoerner
Notary Public

My Commission Expires:

GRANTEE
City of Casper

By: _____
City of Casper
Its: (TITLE/ROLE) _____

Date: _____

STATE OF _____

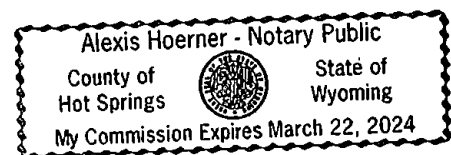
COUNTY OF _____

This instrument was acknowledged before me on _____, 202__ by _____ for the City of Casper

Witness my hand and official seal.

Notary Public

My Commission Expires:



RESOLUTION NO. 22-174

A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000) BETWEEN THE CITY OF CASPER AND THE WYOMING COMMUNITY DEVELOPMENT AUTHORITY (WCDA) TO ASSIST IN THE FUNDING OF THE RENOVATIONS FOR THE WILLARD ENVISION CENTER WITH THE CASPER HOUSING AUTHORITY.

WHEREAS, the City, as a qualified municipal sponsor, submitted an application to WCDA in September 2021 for CDBG grant funding secured from the U.S. Department of Housing and Urban Development (HUD) and overseen through the newly-created Neighborhood Development Program by WCDA, for funding to support the Casper Housing Authority in their renovations to the former Willard School for the Willard Envision Center; and,

WHEREAS, the City was awarded the grant by the WCDA Board of Directors on May 26, 2022, as the project will meet HUD's national objective of benefit to low-to-moderate income persons under 24 CFR 570.483(b)(2)(c); and,

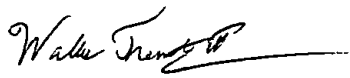
WHEREAS, the City, as the Grantee, through the Agreement with WCDA, will administer the grant funding to their sub-recipient, the Casper Housing Authority, through a separate agreement; and,

WHEREAS, the City has participated in the mandatory training provided by WCDA as a condition for the release of the grant funds.

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 between the City of Casper and the Wyoming Community Development Authority (WCDA) in the amount of Five Hundred Thousand Dollars (\$500,000) to assist in the funding for the renovations to the Willard Envision Center with the Casper Housing Authority.

PASSED, APPROVED, AND ADOPTED on this ____ day of _____, 2022.

APPROVED AS TO FORM:





ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Fleur Tremel
City Clerk

Ray Pacheco
Mayor

August 22, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Jill Johnson, CPA, Financial Services Director 
SUBJECT: City of Casper Investment Advisory Committee Appointment

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the re-appointment of Bill Thompson to the City of Casper Investment Advisory Committee.

Summary

Resolution 20-168 adopting the City of Casper Financial Administration Guidelines was approved on September 1, 2020. The creation of an Investment Advisory Committee was introduced in the Investment Guidelines section to assist the City in developing and maintaining investment policies and strategies that comply with statutory regulations while maximizing return potential.

The committee members initial terms were staggered and Mr. Thompson was set to serve a 1-year term. Following the initial term, per the committee guidelines, each member will serve a 3-year term. Mr. Thompson has expressed an interest in continuing to serve on this committee and the committee has benefited tremendously from his 35 years of investment management experience.

Financial Considerations

No financial considerations

Oversight/Project Responsibility

Jill Johnson, CPA, Financial Services Director

August 24, 2022

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

FROM: Tracey L. Belser, Support Services Director *ab*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New 2022 John Deere 310SL Backhoe Loader and Grapple Bucket in the Total Amount of \$149,875.17, Before Trade-In, for Use by the Parks Division of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new John Deere 310SL backhoe loader and grapple bucket, from Honnen Equipment, Casper, Wyoming, to be used in the Parks Division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$149,875.17 before trade-in.

Summary

On August 10, 2022 bids were publicly opened for one (1) new backhoe loader with grapple bucket; two (2) bids were received. The backhoe will be used by the Parks division in nearly all aspects of their daily duties including: planting trees, irrigation repairs and installations, beautification projects, loading material, and snow removal. This purchase will replace one (1) John Deere 310SL (2005 John Deere) unit #083254. It has met all of the criteria needed for replacement, age 17 years and approximately 9600 hours.

As required by Wyoming State Statute 15-1-113(b), the State of Wyoming notice was published in a local newspaper once a week for a minimum of two (2) consecutive weeks.

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2022 310SL Backhoe Loader & Grapple Bucket	Honnen Equipment Casper, WY	149,875.17	\$16,300.00	\$133,575.17

<u>Bid Item</u>	<u>Vendor</u>	<u>Amount</u>	<u>Trade-In</u>	<u>Total</u>
(1) 2022 310SL Backhoe Loader & Grapple Bucket	Wyoming Machinery Casper, WY	173,983.09	\$30,000.00	\$143,983.09

The recommended purchase of the Backhoe through Honnen Equipment meets all of the required specifications for equipment in this application.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by the Water Fund.

Oversight/Project Responsibility

This purchase will be made by Dan Coryell, Fleet Manager. Oversight will be transferred to Randy Norvelle, Parks Division Manager, after the equipment is received.

Attachments

Bid Specifications

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
(307) 235-8410
July 22, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the City Garage, 1800 East K Street, Casper, Wyoming, **until 3:00 p.m., August 10th, 2022** for the following:

One (1) **Backhoe Loader**. This Backhoe is to be used by the Parks Section of the Parks and Recreation Department; unit must have the minimum specifications of:

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of one (1) Backhoe loader. 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. ENGINE	Four Cylinder, turbocharged, isolation mounted diesel engine and shall be designed and built by the manufacturer	<hr/>
	Engine shall be certified to EPA Final Tier 4/EU Stage IV emissions without requiring the use of a DPF (Diesel Particulate Filter) or EGR (Exhaust Gas Recirculation) aftertreatment components for increased uptime	<hr/>
	Engine shall have a individually replaceable, wet-sleeve cylinder liner design to dissipate heat for reduced ring wear and oil breakdown	<hr/>
	Engine displacement shall be no less than 4.5 liters (276 cu. in.)	<hr/>
	Engine net peak power (ISO9249) shall be no less than 103 hp (77 kW) @ 1600 rpm	<hr/>
	Engine shall develop at least a 43% torque rise and should have at least 339 lb-ft (459 Nm) net torque @ 1600 rpm	<hr/>
	Daily check points shall be accessible from the right side of the engine and shall be done from ground level	<hr/>

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

Engine shall have a serpentine belt with automatic belt tensioner reducing required maintenance

Under-hood engine air cleaner shall be dry type, dual element with evacuator valve, restriction sensor and in-cab restriction warning light

The backhoe shall have a one-piece tilt hood for easy engine access without having to remove engine side shields

The backhoe shall have an under hood after treatment device (DOC) with curved-end exhaust stack

Engine shall have no more than 10-micron rated primary fuel filter with water separator

2. COOLING Engine coolant shall be rated to -40 degrees (-40 C)

The backhoe shall be equipped with an oil-to-water engine oil cooler

Unit shall have a coolant recovery tank provided

Unit shall have a electronically-controlled, variable rate suction-type fan with fan-guard

The AC condenser will be swing-out for fast radiator clean-out. Remote mounted transmission and hydraulic coolers will offer better air exchange and fewer stacked cores.

The hydraulic circuit is oil-to air system and transmission circuits will be water cooled for fast winter warm-up for increased productivity

3.POWERTRAIN The transmission shall be a hydraulically actuated powershift with Autoshift control and a torque converter with maximum transport speed of 24.9 mph. Clutch-free; fully synchronized five forward (automatically shifts between 2nd and 5th gear when Autoshift is engaged), three reverse speeds

The sealed axle, with no breather, will be mechanical - front-wheel-drive with traction control limited-slip differential with electric on/off control

ITEM

MINIMUM SPECIFICATIONS

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The machine will disengage MFWD in 4th gear to allow for longer life of tires and drive train but will engage MFWD when brakes are applied for four wheel braking

The axle will be sealed to protect against contamination

The driveshaft will be painted for protection, and will have an optional, factory installed, full guard.

The clutch engaged MFWD can be engaged on the fly during operation.

The transmission shall be isolation mounted to the mainframe to minimize shock load stress

The rear axle shall be 100% hydraulically locking

The single electric Transmission Control Lever will have gear selection fully integrated in the lever as well as forward, neutral and reverse (FNR power shuttle).

Transmission oil cooler shall be provided as standard equipment

The backhoe shall have hydrostatic power steering with emergency manual mode

The machine will have a dial throttle that will allow the operator to road the machine on cruise control. Upon engagement of the brake pedal, the engine RPMs return to idle

The final drives shall be heavy-duty outboard planetary distributing loads over three gears sealed in cooling oil bath for long-life and trouble free service.

The front axle shall have remote grease bank for front axle for easy access.

The rear axle bearings shall be self-lubricating and shall not need to be greased

The service brakes shall be inboard, wet-multiple disk, self-adjusting and self equalizing and hydraulically actuated for a long and trouble-free life, sealed from water, mud and dust contamination

The parking brake shall be independent of service brakes, spring applied, hydraulically released, wet multi-

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	disk, and sealed from water, mud and dust contamination.	<hr/>
4.HYDRAULIC SYSTEM	<p>Hydraulic cooler will have an independent reservoir for continuous running of attachments at high ambient outside air temperatures</p> <p>The hydraulic fittings shall have "O"-ring face seal connectors to secure a tight, leak-free seal</p> <p>Machine shall be equipped with Auto Idle to lower rpm when hydraulics are not active to conserve fuel and reduce noise levels.</p> <p>Machine shall be equipped with Economy Mode with dual feature that can be applied to backhoe or loader functions separately or together for improved fuel economy.</p> <p>The hydraulic filter shall be no more than 4 micron and will be vertically mounted, spin on design for ease of installation and leak-free replacement.</p> <p>An automatic bucket return-to-dig control will be standard</p> <p>Hydraulic pump shall be 42 gpm (159L/min.) @ 2,200 rpm at 3,625 psi (24 993 kPa) closed center hydraulic pressure compensated load sensing (PSLS), axial piston driven</p> <p>Hydraulic lines to be installed to operate front quick coupler attachments</p>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
5.ELECTRICAL	<p>The backhoe shall have a 12 volt system with 145 amp alternator</p> <p>Single maintenance free battery shall be included, 12 volt, 950 CCA, 175-min. rated reserve</p> <p>Optional dual maintenance free batteries shall be included, 350-min reserve rated capacity, 1900 CCA with disconnect and jump posts</p> <p>The machine shall have blade type, multi-fused circuits</p> <p>The starter shall have a bypass start safety cover</p>	<hr/> <hr/> <hr/> <hr/> <hr/>

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

**6. OPERATOR
STATION**

Cab will be equipped with rotating beacon and AM/FM Bluetooth radio.

Slow Moving Triangle will be equipped on machine

Fire extinguisher and mount will be installed

Unit shall be equipped with 10 halogen driving/working lights, (4) front driving/working; (4) rear; (2) side docking lights The front lights shall be adjustable and the bulbs shall be no less than 32,500 candlepower each.

Unit shall be equipped with two front and two rear turn signal/flasher and two rear stop and tail lights and two rear reflectors

Unit shall be equipped with optional LED lights.

Unit shall be equipped with a 5-year JDLINK (or comparable) Ultimate Telematics systems that can provide fleet management, logistics and remote diagnostics capabilities.

Unit shall be equipped with isolation mounted modular design ROPS/FOPS canopy and molded roof

Access to the cab shall be from the right and left side with protected, wide, rigid, slip-resistant steps and ergonomically located hand-holds

3" (76mm) retractable seat belt shall be provided

Coat hook, built-in beverage holder, operator manual storage compartment, interior rearview mirror and two 12 volt outlet shall be provided

Unit shall be equipped with illuminated electronic gauges with audible warning for: engine coolant temperature, oil temperature and fuel level.

The monitor system shall have audible and visual warnings: engine air restriction, low alternator voltage, engine oil pressure, hydraulic filter restriction, hydraulic oil temperature, parking brake on/off, and low brake pressure. The seat belt will have a visual warning.

Machine manufacturer will provide a factory installed

ITEM**MINIMUM SPECIFICATIONS****BIDDERS
SPECIFICATIONS**

onboard security system for total machine integration. System will have the ability to accommodate no less than ten operator codes.

The keyless start will have an electric fuel shut-off and ability to have auto shutdown setup in monitor

The monitor will have a multi-language (English, French and Spanish) digital monitor for diagnostics (including diagnostic messages and fault code readings), calibrations and machine information.

Unit will have a machine security electronic protection system provided through the monitor or sealed switch module.

Unit will have a sealed switch module for easy location of controls on the right hand console and increased durability.

Unit shall have digital display for: engine rpm, engine hours, system voltage, and hydraulic oil temperature.

The foot throttle shall be suspended

The machine shall have a cab air conditioner installed from the factory.

The machine will be available with optional factory installed pilot backhoe controls with integral pattern select.

The seat shall be suspension cloth swivel, with fully adjustable armrests and lumbar support and HEATED if possible.

**7.GENERAL
SPECIFICATIONS**

Unit shall have interior mirrors

Unit shall come with premium radio package

Engine hood, toolbox, hydraulic reservoir, and fuel filler shall be lockable.

The tilt hood shall have two service positions for easy operation

An easy to read periodic maintenance and grease chart shall be easily accessible on the machine

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
8.FRAMES & STRUCTURES	Fuel tank capacity shall be no less than 34 gallons (128.7 L) and shall be accessible from the ground and lockable. DEF tank to be no less than 3.6 gallons and accessible from ground and lockable.	<hr/>
	Optional factory installed fluid sampling valves will be available	<hr/>
	Operating weight shall be no more than 15,872 lbs without optional equipment.	<hr/>
	The mainframe shall be a one-piece unitized construction for maximum strength	<hr/>
	Unit shall have four built-in vehicle tie downs, two in front and two in rear for safe transport between jobs	<hr/>
	The side plate thickness on the loader boom, backhoe boom and mainframe shall be 4.5 mil or greater	<hr/>
9. BACKHOE SPECS.	Machine shall be equipped with an exterior mounted, ground level accessed and lockable storage compartment	<hr/>
	Counterweight 750LB	<hr/>
	The backhoe with standard dipperstick digging depth shall be at least 14 ft 3 in (4.34 m)	<hr/>
	The boom lift capacity at ground level shall be no less than 3283 lb (1489 kg)	<hr/>
	Maximum SAE dig depth with optional extendable dipperstick extended shall be no less than 18 ft 2 in (5.53m)	<hr/>
	The lift capacity at full height with standard dipperstick shall be no less than 7415 lb (3364 kg) with Lift Mode	<hr/>
	The swing lock pin shall be stored in the operator's station	<hr/>
	The stabilizer shall have reversible pads	<hr/>
	Shall have extendible dipperstick shall extend no less than 3 ft 6 in (1.07 m)	<hr/>

<u>ITEM</u>	<u>MINIMUM SPECIFICATIONS</u>	<u>BIDDERS SPECIFICATIONS</u>
	The backhoe boom shall be a curved design.	<hr/>
	The backhoe boom shall be a power curve design, hourglass shape for maximum strength and optimized visibility to the work tool.	<hr/>
	Digging force with standard backhoe, bucket cylinder shall be at least 12,356 lb (55.0 kN)	<hr/>
	The backhoe shall be equipped with a rubber bumper/linkage style boom locks to keep the backhoe from vibrating on the swing frame	<hr/>
	Unit shall be equipped with two lever mechanical (ISO) backhoe controls.	<hr/>
	Unit shall have optional pilot joystick controls.	<hr/>
	The swing casting shall have dual yokes: on top and on the bottom	<hr/>
	Bucket shall be 24" HD 7.5 CU FT	<hr/>
	Unit shall have a 42 inch hydraulic thumb	<hr/>
10. Loader Specifications:	Lift Capacity with 1.3 cu yd at full height shall be at least 7390 lbs (3352 kg)	<hr/>
	Dump Clearance @ 45 deg. shall be no less than 8 ft 10 in (2.7 m)	<hr/>
	Digging depth below ground, bucket level shall be no less than 5.0 in. (128mm)	<hr/>
	Bucket breakout force shall be no less than 10,541 lb (46.9 kN)	<hr/>
	Single, greaseless bucket tilt cylinder and bucket level indicator	<hr/>
	The loader shall have hydraulic self-leveling and bucket-level indicator.	<hr/>
	The loader shall have divergent loader arms for excellent visibility to the bucket	<hr/>
	For truck loading, the loader arms will have a curved-knee design for loading into the center of the truck bed	<hr/>

ITEM

MINIMUM SPECIFICATIONS

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SPECIFICATIONS

The loader control will be single-lever with electric clutch disconnect

A factory installed loader coupler that will fit owned Deere attachments. Additionally,hydraulic functions to the front coupler needs to be installed.

Loader shall have a single cylinder and linkages for tilt and curl on bucket

The loader shall have a non-removable, hinged loader boom service lock.

Provide option price for Grapple Bucket

11. Warranty:

Specify in writing, to include all parts and labor F.O.B. Casper, for a minimum 12 month period

Additionally, a 60 month/5000 hour extended warranty for the power train and hydraulics.

12. Delivery:

Backhoe loader shall be delivered with a full tank of fuel, properly blended for the weather conditions if required.

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 winning vendor shall deliver a comparable loader at no charge if the loader is non-operable for more than 36 hours due to manufacturer defects or failures for a minimum of one (1) year after delivery.

ITEM

MINIMUM SPECIFICATIONS

BIDDERS
SPECIFICATIONS

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

**PROPOSAL FOR FURNISHING
(1) ONE BACKHOE LOADER FOR THE PARKS DIVISION OF
THE PARKS AND RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 22, 2022

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

- I. Price bid for one Backhoe loader (1) \$ _____
- II. Trade-in of one (1) 2005 John Deere 310SG VIN T0310SG951675 \$ _____
- III. Option Price of Grapple Bucket \$ _____
- IV. NET COST TO THE CITY:
(Total Price) \$ _____
- V. Delivery: F.O.B. manufacturer of the City of Casper's choice within ____ calendar days after award of contract by City Council.

In addition to this proposal, the undersigned herewith submits complete information including specifications and descriptive literature to fully describe and illustrate the equipment and accessories offered. Incomplete bid specification will be considered non-compliant and rejected.

Bidder proposes to deliver equipment in accordance with the schedule above and agrees that liquidated damages will be charged to him in accordance with specifications if delivery is not made in accordance with said schedule.

A bid bond, a certified, or a cashier's check made payable to the City of Casper, Wyoming, in an amount of 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 COMPACT FRONT END WHEEL LOADER
(Approved by the City Attorney, 2014)
Dated the 22nd Day of July, 2022

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.

August 23, 2022

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

FROM: Tracey L. Belser, Support Services Director *TLB*
Dan Coryell, Fleet Manager

SUBJECT: Authorize the Purchase of One (1) New Wide Area Mower, in the Total Amount of \$80,900.00, Before Trade, for Use by the Parks Division of the Parks, Recreation, and Public Facilities Department.

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action type

Minute Action

Recommendation

That Council, by minute action, authorize the purchase of one (1) new wide area mower, from Midland Implement Co., Billings, Montana, for use in the Parks division of the Parks, Recreation, and Public Facilities Department, in the total amount of \$80,900.00 before trade.

Summary

On August 10, 2022, bids were publicly opened for one (1) new wide area mower; one (1) bid was received. The wide area mower will be used by the Parks division to mow all large publicly owned parks and green spaces. This mower can also be used or borrowed by the Athletic Fields division should the schedule allow. This purchase will be replacing a wide area mower (2007 John Deere), unit #083269. It has met all criteria needed for replacement, age 15 years and approximately 4,500 hours.

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) 4000-D Mower	Midland Implement Billings, MT	\$80,900.00	\$2,500.00	\$78,400.00

The recommended purchase of the wide area mower from Midland Implement Co., Billings, MT complies with the intent of all specifications.

Financial Considerations

This purchase was approved in the FY23 adopted budget and is funded by One Cent Capital.

Oversight/Project Responsibility

Dan Coryell, Fleet Manager, will make this purchase with oversight transferred to Randy Norvelle, Parks Manager in the Parks, Recreation, and Public Facilities Department, after the equipment is received.

Attachments

Bid Specification

CITY OF CASPER
FLEET MAINTENANCE DIVISION
CITY OF CASPER
July 22, 2022

Notice is hereby given that the City of Casper, Wyoming will receive sealed bids at the Casper Service Center, 1800 E. K Street, Casper, Wyoming, **until 3:00 p.m., August 10, 2022** for the following:

One (1) new **Wide Area Mower**, to be used by the Parks Division of the Parks and Recreation and Public Facilities Department.

General Specifications:

It is the intent of these specifications to specify the minimum requirement for the furnishing and delivery of One (1) new **Wide Area Mower**, to be used by the Parks Division of the Parks and Recreation and Public Facilities Department. Unit shall be delivered complete and ready for service, as specified, and shall be equipped with all of the manufacturer's standard equipment, as advertised, whether or not specifically mentioned in these specifications, in addition to all other equipment and attachments specified herein.

MINIMUM SPECIFICATIONS

Wide Area Mower

American Manufacturer	_____
Two sets of keys	_____
Hydrostatic Transmission	_____
Power Steering	_____
Tilt Steering Wheel	_____
Brakes: Mechanically actuated internal wet disc	_____
Full time 4 wheel drive	_____
Tires: 6 ply tires, turf tread	_____
Current Model Year, Tier-4 Diesel Engine Minimum of 55hp, rear mounted	_____
Reversible cooling fan to eject debris from radiator screen to help prevent overheating	_____
Two post ROPS with seatbelt	_____
Unit shall be equipped with an air-ride seat	_____

Must be less than 78" wide with mowing decks raised

Must not weigh more than 4250lbs

Turning Radius shall be less than 28"

Unit shall have 1 front mowing deck and a left and right side deck with an over-all cut of 11 feet

Side decks shall be of breakaway design to help prevent damage if obstacles are struck

Unit shall come equipped with a sunshade for Operator comfort.

Miscellaneous

Operators and Service manual to be delivered to the City of Casper along with the mower

2 Year Warranty minimum

All warranties to begin upon delivery of vehicle

Selling Dealer Must be able to pick up and warranty repairs within 48 hrs. NO EXCEPTIONS

Bid to be valid for "Piggyback" option up to 120 Days after delivery of the last unit from the initial order.

Copy of Order Confirmation to be provided upon Completion of the order.

City of Casper shall be granted five (5) business days Notice of delivery of the units in order to schedule Vehicle intake appointment.

City of Casper shall be granted five (5) business days From scheduled drop off to inspect/verify specification compliance prior to full acceptance.

Vehicle shall be delivered with a full tank of fuel

Original titles to be delivered to 1800 E. "K" Street, Casper, WY 82601, within 30 days of Vehicle Delivery

Title to be made out as: City of Casper, 200 N. David, Casper, WY 82601

NOTE: This form may be duplicated.

Exceptions to any of the provisions of these specifications may be waived provided they are clearly stated in the Bid, and if in the opinion of the City of Casper, the Bid complied with the intent of the specification.

Should funding be inadequate to cover the items bid, all bids may be rejected or quantities adjusted to fit budget amount.

All contacts should be made through Dan Coryell, Casper Service Center, Casper, Wyoming, 82601. Phone 307-235-8410.

**PROPOSAL FOR FURNISHING
ONE (1) NEW WIDE AREA MOWER
FOR THE PARKS AND RECREATION DEPARTMENT**

Proposal of (Name) _____
(Address) _____

to furnish equipment as specified to the City of Casper, Wyoming, in accordance with specifications dated July 22, 2022

BID ITEM: _____
Description: _____

Make and Model: _____
Federal Certified GVW: _____

I. Price bid for One (1) new wide area mower, as specified \$ _____

II. Trade-in allowance for Unit #83269, 2007 John Deere mower
VIN# TC1600T060127 \$ _____

III. NET COST TO THE CITY (Total Price): \$ _____

IV. Delivery: F.O.B. City of Casper within ____ calendar days after award of contract by City Council.

V. 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 SMALL AREA MOWER
AND ACCESSORIES
(Approved by the City Attorney, 2014)
Dated the 22nd day of July**

I. GENERAL:

The following specifications, including exhibits, attached hereto, shall constitute the minimum acceptable specifications for the goods and/or services for which bids are requested. Bidders shall include all items standard to article bid, whether or not specifically mentioned in these specifications.

All goods shall be new and the latest current production models meeting the terms of the specifications.

No bids may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids without the consent of the City of Casper, Wyoming.

II. BID GUARANTY:

The City of Casper is required by Wyoming Statutes 15-1-113, to receive a certified check, cashier's check, bank draft upon a reputable bank, or a bid bond. If the bid is for more than one hundred and fifty thousand dollars (\$150,000) with sufficient surety in the amount of five percent (5%) of the total bid amount before it can accept and consider any bid. Bid with deposit shall be filed with the FLEET MAINTENANCE DIVISION, Casper Service Center, 1800 East "K" Street, Casper, WY 82601, securely sealed, and endorsed upon the outside of the wrapper, with a brief statement as to the nature for which the bid is provided. Upon bid award, such surety shall be returned to the unsuccessful bidder(s). In the case of the successful bidder, five percent (5%) surety will be retained by the City until a proper bond or other proper bid guarantee to secure performance has been filed and approved if required by the specifications of the bid.

III. SCHEDULE FOR DELIVERY AND LIQUIDATED DAMAGES:

Unless a schedule has been specified in the bidding documents, each bidder shall specify, in its proposal, the time required for delivery of his goods to the place designated.

The provisions of Section II BID GUARANTY, shall apply to all bids, contracts and delivery times as specified. Failure to enter into a contract for said bid with the city within 30 days of the award or failure to proceed and/or deliver upon said bid or contract will result in forfeiture of bid guarantee.

IV. PLACE OF DELIVERY:

The successful bidder shall deliver the goods to the City of Casper, Casper Service Center, 1800 East "K" Street, Casper, Wyoming, unless otherwise specified.

V. CONDITIONS OF DELIVERY; RIGHT OF INSPECTION:

Goods, when delivered, shall be accompanied by a Statement Dealer's Certificate of Servicing and Inspection signed by the bidder certifying that the goods have been inspected and complies in all respects to the contract. Bidder shall attach to said statement a certificate by the manufacturer of the goods certifying that said goods have been inspected and serviced in the event the goods are not manufactured by the bidder. The City may, in its discretion, waive this requirement.

The City further reserves the right to make an inspection of the goods within a reasonable time after delivery to ensure compliance with the contract. Failure by City to make such inspection or upon inspection, failure to discover defects which cannot reasonably be discovered upon inspection, shall not constitute a waiver or be a limitation upon any remedy which the City may have at law or in equity.

VI. WARRANTY:

Each bidder shall enclose, with their bid, a copy of the warranty which applies to the goods proposed to be furnished. The warranty supplied will be considered by the City in determining the responsibility of the bidders.

VII. SERVICE FACILITIES:

It is essential that repair parts and service be adequate and readily available so that the goods can be maintained in good operating condition without protracted time loss for repairs.

The BIDDER SHALL CLEARLY STATE in his proposal the extent to which he carries a complete inventory of repair parts and service facilities. The City reserves the right to evaluate past performance of each bidder in analyzing the bid received and to consider such evaluation, in addition to other factors, in awarding the contracts for equipment.

VIII. DETAILED SPECIFICATIONS:

Goods bid shall conform to the detailed specifications outlined for the various bid items, attached hereto. No deviations from the terms of the specifications will be allowed, and such deviations shall be grounds for rejection of any bid, provided, however, that the City may allow any deviation if it finds, in its sole discretion, that the deviation is not a material deviation.

If bidder submits a bid using differing materials from those specified, he shall submit complete

specifications for those items, including proposed manufacturer and catalog numbers with appropriate literature. The City may consider such specifications if it finds, in its sole discretion, that said specifications meet the intent of its specifications set forth herein and do not differ materially from its specifications.

IX. STATEMENT OF COMPLIANCE:

Should any requirement in these specifications not be included in manufacture's specifications sheets, bidder shall include with his bid, a statement of compliance. Failure to do so may be held as grounds for disqualification of bid.

X. CONSIDERATION OF BIDS:

The City of Casper, Wyoming, reserves the right to evaluate all bids received on the basis of the conformance with these specifications, the availability of repair parts, and the adequacy of service facilities, the delivery schedules, and other criteria as well as (net) cost, and to consider such evaluation in awarding contracts for the furnishing of the bid items specified. The City will award the contract to the lowest responsible bidder.

XI. PAYMENT:

The City shall make a lump sum payment upon delivery and acceptance of all goods bid. A complete City of Casper voucher shall be processed for payment after an invoice is received from the vendor. Payment will be made within forty-five (45) days pursuant to Wyoming State Statute 16-6-602.

Statute W.S. 16-6-602:

16-6-601. Definitions.

(a) As used in this article:

(i) "Agency" means any department, agency or other instrumentality of the state or of a political subdivision of the state;

W.S. 16-6-602. Payment of agency accounts; interest.

Except as provided by contract, any agency which purchases or procures goods and services from a nongovernmental entity shall pay the amount due within forty-five (45) days after receipt of a correct notice of amount due for the goods or services provided or shall pay interest from the forty-fifth day at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

XII. SALES TAX EXEMPTION CERTIFICATE:

The City of Casper, Wyoming, is exempted for paying the sales tax specified by Wyoming Statutes, and from paying Federal Excise taxes. Upon request, a copy of an exemption certificate will be furnished to the successful bidder.



XIII. GOVERNING LAW:

In the event of any claim, suit, or demand which may result from a bid or bids submitted thereunder, or the award of any contract as a result of submission of a bid, the bidder or bidders agree that Wyoming law shall govern any such claim, suit, or demand the rights and duties of the parties thereunder.

XIV. ADDITIONAL INFORMATION:

If additional information is required, written instructions shall be issued. No oral instructions or interpretations will be considered binding unless confirmed in the form of addenda and shall be furnished to all bidders who shall submit a signed copy of all addenda with their bid. Please refer all questions to Dan Coryell, 1800 East "K" Street, Casper, Wyoming, 82601, (307) 235-8410.

September 14, 2022

MEMO TO: J. Carter Napier, City Manager 
FROM: Liz Becher, Community Development Director 
Craig Collins, AICP, City Planner
SUBJECT: Appointment of Travis Van Hecke to the Casper Planning and Zoning Commission

Meeting Type & Date:

Regular Council Meeting, September 20, 2022.

Action Type:

Minute Action

Recommendation:

That Council, by minute action, appoint Travis Van Hecke to the Casper Planning and Zoning Commission, to fill Carol Johnson's position/vacancy, expiring December 31, 2024.

Summary:

The Planning and Zoning Commission currently has a single vacant seat, due to the recent resignation of Carol Johnson. The City published notice requesting volunteers for the Commission in the Casper Star-Tribune, and on the City of Casper website, and received interest from two (2) individuals. On September 7, 2022 a panel consisting of Community Development Department staff, Councilperson Bruce Knell, and Planning and Zoning Commission Chairperson Ken Bates, interviewed the candidates. After reviewing the qualifications of the applicants, the panel recommends the appointment of Travis Van Hecke to the Planning and Zoning Commission.

Financial Considerations:

Not applicable.

Oversight/Project Responsibility:

Community Development Department/Planning Division

Attachments:

Copy of Public Notice
Travis Van Hecke resume

Public Service Opportunity!

The Casper City Council is accepting applications from interested citizens who wish to serve as a volunteer member of the Planning and Zoning Commission.

Planning and Zoning Commission:

This Commission's purpose is to oversee City planning and to provide an impartial voice to elected officials and citizens regarding current and long-range City planning issues facing Casper. The Planning and Zoning Commission is a board of seven (7) volunteer citizens of Casper that are appointed by the City Council and serve three (3) year terms. The Commission meets, in the evening, on the second Thursday of every month at 6:00 p.m. at City Hall to consider applications for zone changes, plats/replats, annexations, site plans for new commercial and residential developments, conditional use permits, and various long-range planning initiatives. In addition to the monthly nighttime public hearings, Planning and Zoning Commissioners meet approximately once a month for training/work sessions. The Planning and Zoning Commission is supported by a professional City staff consisting of planners, engineers, building officials, emergency services, and public utilities personnel. Staff members analyze proposals and provide the Planning and Zoning Commission with reports on all proposals outlining pertinent background information, applicable laws, and adopted plans and policies.

What To Do If You Are Interested:

If you are interested in participating in the rewarding and important work of the Planning and Zoning Commission, please submit a letter of interest outlining any relevant experience and the reasons that you believe you would be a good addition to the Planning Commission, to the Community Development Director, 200 North David Street, Suite 205, Casper, Wyoming, 82601. Please note on the envelope or subject line. "Planning and Zoning Commission Opening," or you may email your letter of interest to planning@casperwy.gov with the subject line notated as directed above. The deadline for applications is Friday, August 26, 2022.

Publish: ~~Sunday, August 14, 2022- Casper Star-Tribune~~
~~Sunday, August 21, 2022- Casper Star-Tribune~~

City Website -August 10, 2022 through August 26, 2022

Travis M. Van Hecke

travismvanhecke@gmail.com

(307) 315-0202

EDUCATION

United States Military Academy, West Point, NY.

18 September 2021

Bachelor of Science - General Engineer with a Field of Study in American Legal Studies 1997

EXPERIENCE

Moser Energy Systems - Casper, WY

March 2015 - Present

Fleet Manager

Fleet Manager for over 35 vehicles, including commercial motor vehicles (CMVs), in the company across the country at each of our field offices. Serves as main point of contact coordinating and planning company leased vehicles with Enterprise Fleet. Responsible for Federal Department of Transportation (DOT) compliance for vehicles, keeping our fleet operationally ready attending to all maintenance related matters and associated equipment. Responsible for 20 plus drivers within the company hours of service and maintaining our legal authority under Federal DOT number to utilize CMVs and haul our equipment across the United States as a motor carrier. Became Fleet Manager after company had a Federal DOT audit, now all measurable Federal Motor Carrier Safety Administration (FMCSA) Safety Measurement System (SMS) scores for the company are at a satisfactory status.

Sales Analyst

Simultaneously serve as a Sales Analyst Account Manager for the Rockies which includes Wyoming, Colorado and Utah. Responsible for working with all of our customers regarding billing, pricing and operational needs and ensuring their satisfaction with our service. Interacted with key personnel across all of our customers to keep and grow the business. Also worked outside sales as an Account Manager working with prospective customers with pricing, rental agreements and master service agreements (MSAs).

Emissions Lead-Project Engineer

Simultaneously serve as project engineer and emissions lead. As project engineer responsibilities include making our product better and maintained/built companies engineering records and engineering equipment. Also lead on all events across community coordinating use and setup of our generators. As emissions lead for the company responsible for federal emissions compliance of our generators across the country. Also have maintained the state of Wyoming approved emissions blanket permit for the last few years without incident working with the state of Wyoming DEQ to ensure compliance. Within this role I have field service experience working with 3 phase electricity (also single phase) maintaining, servicing, troubleshooting and fixing company generators and equipment which include engines, generator ends and control panels. Continually coordinate with the Casper field service department having technicians handle repairs and servicing of our generators for work I could not get to myself with timely communication of the plan in order to meet all emission requirements for the company.

A & W Water Service - Douglas, WY

Manager

January 2012 – March 2015

Manager for the A & W Water Service North operation consisting of the Douglas, WY and Gillette, WY facilities. Responsible for the financial profitability of the North operation by managing revenue and costs measured on a monthly basis through EBITA (Earnings Before Interest, Taxes, Depreciation Amortization) averaging over 20 percent each month the past two years. Coordinated with Field Supervisors and Area Manager for personnel needs and equipment. This included the hiring and firing of personnel as needed. Responsible for the office operation supervising 5 office personnel; ensuring timeliness and accuracy of billing our customers which currently income averages between \$2 million to \$3 million per month in my area of operation, supervising completion of all customer sales confirmations mitigating ticket aging and meeting all customer invoice requirements resolving issues in a timely manner should they arise. Responsible for verifying all invoice expenses that come into facility ensuring expenses are accurate and mitigating expenses from month to month to maximize profitability. Responsible for keeping track of all company owned equipment in area of operation managing an asset property book worth in excess of \$15 million dollars maintaining 100 percent accountability. Selected in 2013 for the Employee Long-Term Incentive Program as a part of Superior Energy for demonstrated potential and performance.

YRC (Yellow Roadway Corporation) - Aurora, CO

Senior Line Haul Supervisor

January 2009 – January 2012

Plan and coordinate movement of all shipments through Denver facility within the Denver Metro area and to terminals across the United States and Canada for on-time service. As supervisor worked with union labor force (Teamsters) with an extensive labor contract. Manage schedule of all shipments leaving Denver facility to maximize on-time service and reduce driver delay time within facility. Decision maker for service operations within facility which include schedule adjustments, cancellations and additions to the schedule in order to increase on-time service for customers. Achieved over 92% on-time service of all shipments. Managed 45-60 drivers on a daily basis.

Fast Track Manager

July 2006 – January 2009

Participant in a developmental program tailored to prepare participants for upper level managerial roles in approximately 18 months by providing a macro-view of the organization, its business environment, and strategy in preparation for top management positions. Managed operations at a Service Center in Boulder, Colorado supervising 9 personnel. As a supervisor worked with union labor force (Teamsters) with an extensive labor contract. Conducted dispatch operations at a Regional Service Center in Denver, Colorado managing a driver board of over 60 drivers, all over the road operations within the Denver region and simultaneously supervising 5 personnel. Managed operations at a Regional Service Center in Denver, Colorado as a Service Coordinator supervising over 30 personnel on our dock loading and unloading freight ensuring on-time service.


United States Army


Captain, Commanding Officer - Bamberg, Germany

March 2003 – May 2005

Commanded a 122 personnel mechanized infantry company in Iraq in support of Operation Iraqi Freedom II. Maintained 35 combat vehicles and equipment valued in excess of \$15 million. Rated one of the top 2 Battery Commanders of 16 on annual performance review. Decisive and effective in conducting over 800 combat operations in Iraq while providing a safe and secure environment for the Iraqi citizens. Battalion Commander's primary representative for the Mayor and city council of Baqubah, Iraq. Received the Bronze Star Medal and Combat Action Badge for command performance during combat operations in Iraq.

September 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Sole Source Purchase of Three Commercial Truck Packs for Use in Community Risk Reduction Officer Fire Vehicles from Iconic Metal Gear in the Amount of Forty-Three Thousand Three Hundred Forty-Nine Dollars and Seven Cents (\$43,349.07)

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action Type

Minute Action

Recommendation

That Council, by minute action approve the sole source purchase of three commercial truck packs for use in Community Risk Reduction Officer fire vehicles from Iconic Metal Gear in the amount of forty-three thousand three hundred forty-nine dollars and seven cents (\$43,349.07).

Summary

Three new Ford F-250 crew cab trucks were purchased in FY22 to replace vehicles used by Casper Fire-EMS Community Risk Reduction Division. New commercial truck packs have been researched to best equip these vehicles. Iconic Metal Gear, Inc has a unique application that would best suit the needs of our department. Two other vendors were researched and quotes were requested. The other two comparable products were more expensive than Iconic Metal Gear's product at \$14,449.69 per truck pack, and offered less versatility.

Financial Consideration

Funding for this purchase was included FY22 Capitals Project #1018021015 (Replacement Support Vehicles) and was moved to FY23 due to manufacturing delays in receiving these vehicles.

Oversight/Project Responsibility

Jason Speiser, Deputy Chief

Attachments

Iconic Metal Gear Quote & Brochure.



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax: 519-624-0559

Quote

ID: 33766

Date: 27-Jun-22

To

CASH SALE, QUOTED IN USD

Quote To

MAIN - DOUBLE CHECK ADDRESS !!!

Terms		Ship Via		Salesperson
C.O.D.		CALL CUSTOMER		OWEN
Quantity	Description	Unit Price	Amount	
	<p>Reference: CASPER FIRE-EMS *****</p> <p>HEADACHE RACK WARNING: "Iconic" meaning (Iconic Elements Inc.) and/or (Iconic MetalGear).</p> <p>A HEADACHE RACK IS NOT A SAFETY DEVICE, AND WILL NOT PREVENT SERIOUS INJURY OR DEATH FROM FORWARD SHIFTING CARGO AS A RESULT OF AN ACCIDENT, OR IMPROPER SECUREMENT</p> <p>NEVER HAUL A LOG TRAILER, OR A POLE TRAILER WITH AN ICONIC METALGEAR HEADACHE RACK INSTALLED.</p> <p>NEVER CONSIDER AN ICONIC HEADACHE RACK PART OF YOUR CARGO SECUREMENT SYSTEM, OR A SECUREMENT DEVICE. *****</p>			



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax: 519-624-0559

Quote

ID: 33766

Date: 27-Jun-22

To

CASH SALE, QUOTED IN USD

Quote To

MAIN - DOUBLE CHECK ADDRESS !!!

Terms		Ship Via		Salesperson
C.O.D.		CALL CUSTOMER		OWEN
Quantity	Description	Unit Price	Amount	
3 ea	71.5" WIDE X 23" ABOVE BED RAILS (CAB HEIGHT) X (LENGTH TO FIT INSIDE BED)	\$14,449.69	\$43,349.07 U.S. Dollar	
	<p>CPT MARK GRAFF 307-235-8373 mgraff@casperwy.gov</p> <p>CASPER FIRE-EMS COMMUNITY RISK REDUCTION DIVISION</p> <p>*** LTL/SKID FREIGHT IS QUOTED WITH FORKLIFT UNLOAD AT DELIVERY, TAILGATE REQUIREMENTS WILL RESULT IN ADDITIONAL CHARGES *** SKIDS LARGER THEN 48"X48" HAVE TO BE FORKLIFT UNLOAD, THEY ARE TOO LARGE FOR TAILGATE SERVICE ***</p> <p>Terms:</p> <ol style="list-style-type: none"> 1) FOB Iconic Elements Cambridge, ON 2) Credit terms for approved accounts - 30 Days ROG (receipt of goods) 3) New accounts approved based OAC - credit app request available from accounting@iconicmetalgear.com 4) Pricing excludes applicable shipping & taxes 5) Quote based on provided information only, Iconic has the right to re-quote based on additional information or requirements. 6) Only details of products/services on this quote are included, any details not described specifically are not included in pricing or leadtime. 7) Iconic MetalGear toolboxes are water resistant and come with a 1 year limited warranty. 8) 20% re-stocking fee to all Iconic MetalGear standard products, upon approved, non damaged or marked, able to re-sell. With-in a 30 day period from shipping date. 9) Please advise prior to ordering if any critical details are missed or not noted. 	Total:	\$43,349.07	



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

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C.O.D.		CALL CUSTOMER		OWEN
Quantity	Description	Unit Price		Amount
	<p>Drawings to be signed-off by customer prior to mfg.</p> <p>10) Lead-times are estimated and are subject to change without notice.</p> <p>11) All mounting hardware is sold separately unless otherwise noted on the quote.</p> <p>12) Custom work/products are subject to a 50% deposit.</p> <p>13) Design work only done for actual orders, no design work is done for quotes.</p> <p>14) A 10% cancellation for custom order may apply, for work completed ie: design work. Once work has commenced on shop floor, all deposit is non-refundable.</p> <p>15) Lead time is based from date drawing is signed off by customer Not from quote approval date.</p>			



TRUCK CAPS & PACKS • TOOLBOXES • HEADACHE RACKS •

FIRST RESPONDER TRUCK CAP

BUILT FOR HEROES

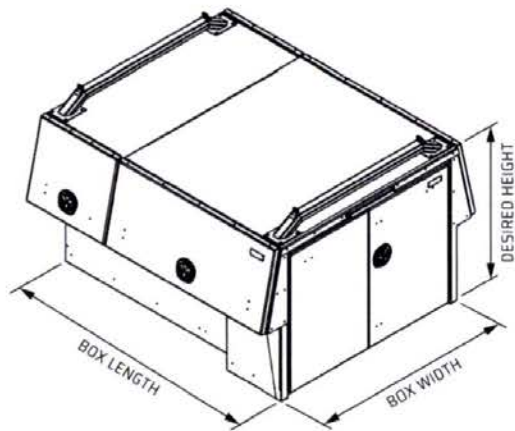
BECAUSE FIRST
RESPONDERS
DEMAND
QUALITY &
EFFICIENCY.

The last thing a first responder should struggle with when arriving on scene is finding their equipment and gear. First responders have a unique combination of physical and mental abilities. To be on the job, they can be given a lot of gear and organization. Efficiency is essential. It saves lives.

The X-ONE First Responder Truck Cap can be tailored to the needs of fire, police, military, paramedics, search and rescue, and more. Multiple storage compartments and a vast array of accessories keep everything dry, secure, and organized. This helps anyone efficiently save lives, and your team can be prepared and respond as quickly as possible.

The X-ONE TruckCap is the leading one on the market. Each cap is built from strong, lightweight, 1.8" thick marine grade aluminum with bulky stainless steel hardware. The cap will last through seasons of abuse, multiple truck cycles, and will never rust.





TAILORED FOR YOUR RAPID RESPONSE UNIT

BUILT FOR MOST MODERN PICKUPS CHEVY DODGE FORD GMC JEEP NISSAN & TOYOTA

No one-size-fits-all solution here. When we say "tailored" we mean it. One-size fits all designs waste valuable storage space that could otherwise be used for lifesaving equipment. Each X-ONE First Responder Truck Cap's dimensions are tailored specifically to fit the truck it's ordered for. No wasted space. Maximum efficiency.

Every EMS, fire, and rescue unit is different. When you order an X-ONE, you'll be paired with a dedicated Iconic X Product Expert who will help you configure your cap's storage compartments specifically for the needs of your unit.

SIZES & CONFIGURATIONS

[VIEW ALL](#)

Choose the X-ONE size and door configuration that fits the needs of your first responder team.

BOX SIZES: SHORT, REGULAR, LONG
DOORS: 3, 4, 5, 6, 7, 8

OPTIONS & ACCESSORIES

[VIEW ALL](#)

Customize the storage and functionality capabilities of your truck cap with our selection of smart options and accessories.

OPTIONS INCLUDE:
PULL-OUT BEDS, LED LIGHTING, LADDER RACKS, CROSS BOXES, DRAWERS, SHELVES, AND MORE.

OUR TRUCK CAPS ARE TRUSTED BY:



FIRST RESPONDER TRUCK CAP EXAMPLE: POLICE TRUCK CAP (MARINE UNIT)

VIDEOS



PHOTOS





ORGANIZE THE EQUIPMENT IN YOUR RAPID RESPONSE UNIT

Be fast and efficient on every call by having all your equipment available at a glance in a single secure, organized location



- > Organize equipment with drawers, shelves, custom compartments & more
- > Mount lights and equipment to interior and exterior walls
- > See your equipment 24 hours a day with interior LED lighting option
- > Built from marine-grade aluminum with stainless steel hardware - No Rust!
- > Flush bottom design for easy removal of heavy items
- > Access rear compartment items easier with an optional pull-out bed
- > Standard, high, and extended roof rails/ladder rack options.
- > Secure, locking whale-tail door handles.
- > Keep the tailgate on your truck for additional security (if lockable)

MARINE-GRADE ALUMINUM

Strong and lightweight - 1.8" minimum thickness. Built to take a beating and last through your life.

STAINLESS STEEL HARDWARE

Durable stainless steel handles, locks, and hinges.

WEATHER RESISTANT

Keep your equipment dry with truck automotive body seal and rain gutter design doors.

KEEP OR REMOVE YOUR TAILGATE

Keep your tailgate for extra storage or remove it for extra storage space.

LOOKS GREAT, SAVES FUEL

Angled profile compliments your truck and doesn't add unnecessary drag, saving fuel.

EASY DROP-IN INSTALLATION

Installation is fast and easy. Easily remove over the weekend or transferred to another truck.

HAND MADE WITH PRIDE

Built by our incredible team who are dedicated to quality and take pride in what they do.

PROUDLY NORTH AMERICAN

Designed, cut, formed, welded, assembled, finished and shipped from our 90,000 sqft North American facility.

X-ONE TRUCK CAP

USER REVIEWS & TESTIMONIALS



"We are very impressed with it! Great storage capacity and it fit perfectly. Your packs came highly recommended to us from a coworker who has one. The build quality is everything that I had hoped for, and install was relatively easy."

[Read the full review >>](#)

UNITED STATES COAST GUARD

Massachusetts, United States



"We've had the box on the truck for a while and have absolutely loved it. Now, it is full of equipment. It's the perfect light rescue unit for us. We get tons of questions wherever we take it. Thanks again for such a high quality product."

[Read the full review >>](#)

ACTION RESPONSE TEAM

California, United States

[READ MORE REVIEWS >>](#)

LEARN MORE & GET PRICING ON THE X-ONE FIRST RESPONDER TRUCK CAP:


GET A QUOTE 1-877-890-9142


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September 7, 2022

MEMO TO: J. Carter Napier, City Manager 

FROM: Jacob Black, Fire Chief 
Jason Speiser, Deputy Chief

SUBJECT: Sole Source Purchase of Equipment and Installation of Equipment in Fire Vehicles by Communication Technologies Inc., in the amount of Forty Four Thousand Nine Hundred Eighty-Four Dollars (\$44,984)

Meeting Type & Date

Regular Council Meeting
September 20, 2022

Action Type

Minute Action

Recommendation

That Council, by minute action approve the sole source purchase of equipment and installation of equipment by Communications Technologies Inc., in the amount of forty four thousand nine hundred eighty-four dollars (\$44,984).

Summary

Three new Ford F-250 crew cab trucks and three new Rosenbauer Engines were purchased in FY21 and FY22 to replace vehicles used by Casper Fire-EMS Community Risk Reduction and Operations Divisions. New radios, opticom programming, Knox Secure installations, and emergency lighting are required to properly outfit these vehicles as the equipment in the old vehicles is no longer supported. Brush 2 also requires some equipment upgrades to equipment due to its frequent use as a front line response vehicle. Communications Technologies Inc., has experience with the technology and setup utilized by the Casper Fire-EMS Department. The vendor is also available for urgent service as it is the sole vendor of this type of equipment in Natrona County. No other vendors are available for this type of work and critical maintenance.

Financial Considerations

Funding for this purchase was included in FY21 and FY22 Capitals Projects associated with each of these projects and was moved to FY23 due to manufacturing delays in receiving these vehicles.

Oversight/Project Responsibility

Jason Speiser, Deputy Chief

Attachments

Communication Technology Quotes

ComTech

COMMUNICATON TECHNOLOGIES

189 Progress Circle, Mills, WY 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: 09/07/22

Business Name: CASPER FIRE-EMS

Contact Person: Deputy Chief Jason Speiser

Address:

City:

Phone: Office: 307-233-6601

Cell: 307-258-8514

State:

Fax:

Quote No. 2023 F260x3

25696

jspeiser@casperwv.gov

PART #	DESCRIPTION	Quantity	Price	Total
Soundoff Signal Lighting and Siren Package				
EMPLBLS155	EMPLBLS155 55"/139cm 10-16 Volt MPOWER 6 INCH LED LIGHTBAR Red/White Dual Color with Arrow stick	3	\$3,000.00	\$9,000.00
Q0820	Q0820 Fusion S Stick - 8 Module QUAD Traffic Advisor Rear Lighting for Top of the Shell	3	889.00	\$2,667.00
FSBOB	FSBOB Fusion-S Lightstick Break Out Box	3	36.00	\$108.00
ENT3B3D	ENT3B3D Intersector Surface Mount 18 LED Dual Color Red/White Mirror Lights	6	\$235.00	\$1,410.00
EMPS2QMS4D	EMPS2QMS4D powerTM 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White Two on Each Side of shell	12	\$154.00	\$1,848.00
EMPS2STS4D	EMPS2STS4D mpowerTM 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Dual Color - Red/White Four Grill Lights	12	\$154.00	\$1,848.00
ETHFSS-SP-ISO	Headlight Flasher	3	\$69.00	\$207.00
ETFBSSN-P	Flashback 100% Solid State	3	\$64.00	\$192.00
ENGSA5100RSP	bluePRINT® 500 Series Remote Control System with Button Control, 10-16v - 100 watt single-tone	3	\$920.00	\$2,760.00
ENGND04101	bluePRINT Remote Node	6	\$284.00	\$1,704.00
ENGHNK02	bluePRINT Remote Node Harness Kit	6	\$54.00	\$324.00
ENGLMK008	bluePRINT Link® Micro Module and Vehicle Harness for Ford Transit 2020-2021 Ford Explorer / Police Interceptor Utility (PIU) 2016-2021 Ford F150 2017-2020 Ford F250-F550 2017-2021	3	\$390.00	\$1,170.00
C3900U	100 Watt Slim Line Speaker	3	\$250.00	\$750.00
Gamber Johnson Console and Docking Station				\$0.00
7160-1626	2021+ Ford F-150 Wide Body Console Box	3	\$670.00	\$2,010.00
7160-0846	Internal Cup Holder	3	\$62.00	\$186.00
7160-0429	Vehicle Specific External Armrest	3	\$169.00	\$507.00
7160-0063	AUX 12v Power Outlet	6	\$28.00	\$168.00

15371	Dual USB Power Port	3	\$68.00	\$204.00
17133	SoundOff Signal, nERGY® 500 Series Full Siren Faceplate	3	\$0.00	\$0.00
7160-0321	Motorola APX 1500-8500 Remote Head, APX Series Radio and XTL 2500/5000 Control Head Full Faceplate	3	\$0.00	\$0.00
15082	2" Rocker Switch and AUX 12v Power Outlet Filler Panel	3	\$0.00	\$0.00
7300-0428	Kussmaul Auto Mini Battery Voltage Display Module	3	\$84.00	\$252.00
Misc Materials				\$0.00
Custom	Custom Made Wire Harness	3	\$225.00	\$675.00
Custom	Custom Made Electronic Equipment Boxes	3	\$95.00	\$285.00
Misc Materials	Misc Materials Used for Installation	3	\$150.00	\$450.00
Misc Parts	Magnetic Mic Holders	9	\$39.00	\$351.00
Misc Parts	Power Fuse Module	3	\$56.00	\$168.00
Installation	Install All New Equipment, Customer Provided Equipment, Radios, Etc.	3	\$3,000.00	\$9,000.00
Shipping	Shipping	1	\$500.00	\$500.00
QUOTE IS GOOD FOR 30 DAYS (PRICES MAY CHANGE)				\$0.00
Prepared by: LORI KLINE			TOTAL	\$38,744.00
Communication Technologies				
307-232-8870				



Communication Technologies Inc

1900 Elk Street, Rock Springs WY 82901 Phone: 307-382-5663 Fax: 307-382-7323

204 Tulip, Lander WY 82520 Phone: 307-332-6425

189 Progress Circle Mills, Wy. 82644 Phone: 307-232-8870 Fax: 307-265-6578

Customer Name:	Casper Fire Department	Date:	09/07/22
Contact Name:	Jason Speiser		
Address:		Quote No.	090722-1
City:	State:		
Phone:	Fax:	Cell:	

Product/Service Name	Quantity	Price	Total
3 new Engines for the radio installs in September They will need Opticoms programmed and Knox boxes installed as well. They have the Knox boxes. New Cradle Points installed They have the Cradle Points.	1	\$1,030 00	\$1,030 00
			\$0.00
Misc Materials Used for installation	1	\$100.00	\$100.00
Mag Mic	3	\$40.00	\$120.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Shipping TBD			\$0.00
Prices Are Valid For 30 Days From Quote Date		Sub Total	\$1,250.00
		Discount	
		Taxes	
		Total	\$1,250.00

Lori Kline
Communication Technologies



Communication Technologies Inc

1900 Elk Street, Rock Springs WY 82901 Phone: 307-382-5663 Fax: 307-382-7323

204 Tulip, Lander WY 82520 Phone: 307-332-6425

189 Progress Circle Mills, Wy. 82644 Phone: 307-232-8870 Fax: 307-265-6578

Date: 08/22/22

Customer Name: Casper Fire Department

Contact Name:

Address:

Quote No. Brush2

City: State:

Phone: Fax:

Product/Service Name	Quantity	Price	Total
Flat Vertical Surface Base Item #DS-53	1	92.00	\$92.00
7" (17.8 cm) Center-Mounted Complete Upper Pole Item #7160-0178	1	79.00	\$79.00
Mongoose® - 9" Locking Slide Arm with Short Clevis Item #7160-0928	1	279.00	\$279.00
Panasonic Toughbook® 55 TrimLine™ Laptop Docking Station, Lite Port, NO RF Item #7300-0595-00	1	943.00	\$943.00
Panasonic Toughbook® 55 TrimLine™ Laptop Screen Support Item #7300-0373-50	1	67.00	\$67.00
Lind 120W Automobile Bare Wire Leads Power Adapter for Panasonic Item #7300-0461	1	155.00	\$155.00
Lind Power Supply Mount Item #7160-0539	1	36.00	\$36.00
5 In 1 LTE, Wifi, GPS Antenna 507276	1	321.00	\$321.00
EGTTE794H Opticom™ Infrared LED Emitter Module - Model 794H (non-lightbar version) includes Bracket & Mounting Hardware, 25 ft Cable w/ mating connector	1	2,200.00	\$2,200.00
Misc Materials Used for Installation	1	50.00	\$50.00
Installation of Console Parts, New Opticom, Antenna etc.	1	618.00	\$618.00
Shipping	1	150.00	\$150.00
Prices Are Valid For 60 Days From Quote Date		Sub Total	\$4,990.00
		Discount	
		Taxes	
		Total	\$4,990.00

Sales Person: Lori Kline
Communication Technologies
307-232-8870